

# **Exhibit C**

## **Addendum to EIR**



## PUBLIC NOTICE ISSUANCE OF ADDENDUM TO ENVIRONMENTAL IMPACT REPORT

*Addendum Date:* October 9, 2019  
*Case No.:* **2008.0586E**  
*Project Title:* **Academy of Art University Project EIR Addendum**  
*Zoning/Plan Area:* 1069 Pine Street – RM-4/Not in Plan Area  
1055 Pine Street – RM-4/Not in Plan Area  
700 Montgomery Street – C-2/Not in Plan Area  
2295 Taylor Street – NCD/Not in Plan Area  
2340 Stockton Street – C-2/Northeast Waterfront Plan Area  
1946 Van Ness Avenue – RC-4/Van Ness Avenue Corridor Plan Area  
1142 Van Ness Avenue – RC-4/Van Ness Avenue Corridor Plan Area  
2550 Van Ness Avenue – RM-3/RC-3/Not in Plan Area  
2801 Leavenworth Street – C-2/Northeast Waterfront Plan Area  
2225 Jerrold Avenue – PDR-2/Bay View Hunters Point Plan Area  
460 Townsend Street – CMUO/Western SoMa & Central SoMa Plan Areas  
150 Hayes Street – G-3-G/Civic Center & Downtown Plan Area  
121 Wisconsin Street – UMU/Showplace Square/Potrero Hill Plan Area  
168 Bluxome Street – MUG/Western SoMa & Central SoMa Plan Areas  
*Block/Lot:* Multiple  
*Lot Size:* Multiple  
*Project Sponsor:* Academy of Art University  
*Staff Contact:* Ryan Shum; ryan.shum@sfgov.org; 415-575-9021

Pursuant to requirements of the California Environmental Quality Act (CEQA), the San Francisco Planning Department has issued an Addendum to the Academy of Art University Project Final Environmental Impact Report (Final EIR) that was certified by the San Francisco Planning Commission on July 28, 2016. The Final EIR (original project) analyzed changes to 40 properties that were part of the Academy of Art University (AAU) campus. The original project's four components included program-level growth, project-level growth, legalization of certain prior unauthorized changes, and shuttle expansion:

1. Program-level growth of approximately 110,000 net square feet of additional residential uses (to house approximately 400 students, equivalent to about 220 rooms) and approximately 669,670 square feet of additional institutional space within 12 study areas that AAU and the Planning Department identified where AAU could occupy buildings;
2. Project-level growth at six specific project sites including 393,537 square feet of institutional uses and 17,533 square feet of recreational uses;

3. Legalization of certain prior unauthorized changes of use and minor physical alterations at 28 of AAU's then existing 34 locations; and
4. Future shuttle system expansion to the 12 study areas in which program-level growth is anticipated.

The Addendum to the Final EIR evaluates the environmental impacts of changes to the original project proposed under a Term Sheet for Global Resolution entered into by the city and AAU on November 15, 2016, as updated by a Supplement to Term Sheet dated July 10, 2019 (collectively, "Term Sheet"). These changes to the original project are described as the revised project in the Addendum. Under the revised project, AAU would immediately vacate nine of its existing 40 campus properties, thereby reducing existing AAU properties analyzed in the Final EIR to 31. In addition to these 31 existing properties, three properties not currently occupied by AAU would be converted to AAU use for educational programs and student housing. As revised, the AAU campus would be comprised of 34 properties. In addition to the changes described above, the revised project also includes revision to the proposed uses at two properties previously analyzed in the Final EIR. The Addendum analyzes changes to the following properties: 1069 Pine Street, 1055 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 1946 Van Ness Avenue, 1142 Van Ness Avenue, 2550 Van Ness Avenue, 2801 Leavenworth Street, 2225 Jerrold Avenue, 460 Townsend Street, 150 Hayes Street, 121 Wisconsin Street, and 168 Bluxome Street. Proposed changes to these properties include changes of use, building vacations, and modification of change-of-use applications.

The Addendum evaluates the environmental effects of the revised project based on the same significance criteria and environmental resource areas as presented in the Final EIR. Mitigation Measures adopted for the original project would continue to be implemented under the revised project. Based on information and analysis contained in the Addendum, the analyses conducted and conclusions reached in the Final EIR certified on July 28, 2016 remain valid. The revised project would not cause new significant impacts not identified in the Final EIR nor result in a substantial increase in the severity of previously identified significant impacts. In addition, no new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the original project that would cause significant environmental impacts to which the revised project would contribute considerably. Therefore, no supplemental environmental review beyond this Addendum is required.

The Addendum and associated appendices are available for public review on the Planning Department's web page (<https://sfplanning.org/environmental-review-documents>) or at the Planning Department's office at 1650 Mission Street, Suite 400, San Francisco, CA 94103.

## **Addendum #1 to Environmental Impact Report**

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*Case No.:* **2008.0586E**  
*Project Title:* **Academy of Art University Project EIR Addendum**  
*Zoning/Plan Area:* 1069 Pine Street – RM-4/Not in Plan Area  
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*Block/Lot:* Multiple  
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*Project Sponsor:* Academy of Art University  
*Staff Contact:* Ryan Shum; ryan.shum@sfgov.org; 415-575-9021

### **1.0 PURPOSE OF THE ADDENDUM**

Section 31.19(c)(1) of the San Francisco Administrative Code states that a modification to a previously approved project be reevaluated as follows: "If, on the basis of such reevaluation, the Environmental Review Officer determines, based on the requirements of CEQA, that no additional environmental review is necessary, this determination and the reasons (addendum) therefor shall be noted in writing in the case record, and no further evaluation shall be required by this Chapter." Under CEQA Guidelines section 15164, an addendum to an adopted EIR shall be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. In addition, CEQA section 21166 and CEQA Guidelines sections 15162-15164 provide that when an EIR has been adopted for a project, no subsequent or supplemental EIR shall be required unless one or more of the following events occurs: (1) substantial changes are proposed in the project which will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) new information of substantial importance, which was not known and could not have been known at the time the EIR was



certified complete, becomes available. Under CEQA Guidelines section 15164, the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary, but none of these events has occurred.

Consistent with Section 15164 of the CEQA Guidelines, the purpose of this addendum is to document the Planning Department's determination that no supplemental CEQA review is required for the proposed revised project. This addendum, which is intended to be used in the planning and decision-making process, concludes that the proposed changes to the original project would not result in any new significant environmental impacts or substantial increases in the significance of already identified effects in the Final Environmental Impact Report (Final EIR) certified on July 28, 2016. Thus, no supplemental environmental review for the revised project is required.

## 2.0 BACKGROUND

The Academy of Art University (AAU), located within the City and County of San Francisco (the city), is a private postsecondary academic institution established in 1929 that currently occupies 40 buildings<sup>1</sup> in the city (predominantly in the northeast quadrant) for its existing educational programs, recreational activities, and student housing. In 2007, AAU occupied 34 buildings; in 28 of those buildings, AAU had implemented various tenant improvements and changes of use without benefit of required building permits or other entitlements. In order to evaluate the potential impacts associated with bringing these 28 buildings into compliance with the San Francisco Planning Code and to analyze AAU's then-proposed plans for growth, an environmental impact report was prepared between 2010 and 2016. During this period, affiliates of AAU acquired an additional six buildings beyond the 34 already occupied, bringing the total number of properties owned or occupied by AAU and its affiliates to 40. The San Francisco Planning Commission certified the Final EIR for the 40 properties included in the AAU project (original project) on July 28, 2016.<sup>2</sup> Table 1 below summarizes the properties analyzed in the Final EIR.

Table 1: Properties Analyzed in the Final EIR			
#	Property	#	Property
1.	2340 Stockton Street	21.	1900 Jackson Street
2.	2295 Taylor Street	22.	1916 Octavia Street
3.	2151 Van Ness Avenue	23.	1153 Bush Street
4.	1849 Van Ness Avenue	24.	1080 Bush Street
5.	950 Van Ness Avenue	25.	860 Sutter Street
6.	1069 Pine Street	26.	817-825 Sutter Street
7.	740 Taylor Street	27.	736 Jones Street
8.	625-629 Sutter Street	28.	1055 Pine Street

<sup>1</sup> This figure is approximate in that AAU is in the process of or has already effectively ceased operations in some properties that are to be vacated as described below.

<sup>2</sup> San Francisco Planning Department, *Academy of Art University Project Final Environmental Impact Report*, SCH No. 2010092080, Planning Department Case No. 2008-0586E, certified July 28, 2016. Available online at <http://sf-planning.org/environmental-impact-reports-negative-declarations>. Accessed March 8, 2018.

**Table 1: Properties Analyzed in the Final EIR**

#	Property	#	Property
9.	491 Post Street	29.	680-688 Sutter Street
10.	540 Powell Street	30.	620 Sutter Street
11.	410 Bush Street	31.	655 Sutter Street
12.	77-79 New Montgomery Street	32.	560 Powell Street
13.	180 New Montgomery	33.	575 Harrison Street
14.	58-60 Federal Street	34.	168 Bluxome Street
15.	601 Brannan Street	35.	2801 Leavenworth Street
16.	460 Townsend Street	36.	700 Montgomery Street
17.	466 Townsend Street	37.	625 Polk Street
18.	1727 Lombard Street	38.	150 Hayes Street
19.	2211 Van Ness Avenue	39.	121 Wisconsin Street
20.	2209 Van Ness Avenue	40.	2225 Jerrold Avenue

The original project analyzed in the Final EIR included four components of future AAU growth based on AAU's proposed expansion and its projected increase in on-site student<sup>3</sup> enrollment to approximately 17,282 students by 2020, which would have included a total increase of approximately 6,100 students (or approximately a five percent increase in students per year), as compared to a reported 2010 on-site student enrollment of 11,181 students. In addition, AAU also anticipated an increase of 1,220 faculty and staff, beyond the reported 2,291 faculty and staff that were employed by AAU in 2010, which would have resulted in a projected total of 3,511 faculty and staff by 2020.

The growth in student and faculty population projected for the original project and analyzed in the Final EIR has not occurred. Instead, as of fall 2018, the total reported on-site student enrollment was 6,710 students, a decline of 4,471 students from the 2010 reported enrollment, and less than one half of the 16,062 on-site students that were projected in the original project for 2017.<sup>4</sup> Despite these declining enrollment numbers, and in order to provide for a conservative analysis of potential environmental impacts, this addendum analyzes a projected three percent (3%) annual growth rate that would result in a total on-site enrollment of 7,119 students in 2020; again, less than one half of the 17,282 students projected for the original project.

As explained below, the original project's four components included program-level growth, project-level growth, legalization of certain prior unauthorized changes, and shuttle expansion:

1. Program-level growth of approximately 110,000 net square feet of additional residential uses (to house approximately 400 students, equivalent to about 220 rooms) and approximately 669,670

<sup>3</sup> For purposes of the Final EIR and this addendum, "on-site student" refers to any student that takes at least one classroom class (as opposed to online) on the AAU campus in a given semester.

<sup>4</sup> Academy of Art University, 2019 *Institutional Master Plan*, July 5, 2019. Available online at: [https://sfplanning.org/sites/default/files/za/AAU\\_2019-012970IMP.pdf](https://sfplanning.org/sites/default/files/za/AAU_2019-012970IMP.pdf). Accessed August 13, 2019.

square feet of additional institutional space within 12 study areas that AAU and the Planning Department identified where AAU could occupy buildings;

2. Project-level growth at six specific project sites including 393,537 square feet of institutional uses and 17,533 square feet of recreational uses;<sup>5</sup>
3. Legalization of certain prior unauthorized changes of use and minor physical alterations at 28 of AAU's then existing 34 locations; and
4. Future shuttle system expansion to the 12 study areas in which program-level growth is anticipated.

In the Final EIR, the Planning Department determined that the project would not have significant adverse environmental effects regarding land use; aesthetics; greenhouse gases; wind and shadow; recreation; utilities and service systems; public services; biological resources; geology and soils; hydrology and water quality; mineral and energy resources; and agricultural resources. Certain potentially significant adverse environmental effects regarding cultural and paleontological resources; transportation and circulation; noise; air quality; and hazardous materials were determined to be less than significant with implementation of required mitigation measures. Two project-level impacts were determined to be significant and unavoidable:

- Impact PH-2.1 determined that the project, including growth in the 12 study areas, would displace substantial numbers of people, or existing housing units, or create demand for additional housing, necessitating the construction of replacement housing elsewhere, or displace a substantial number of businesses or employees.
- Impact PH-2.3 determined that the project, including growth in the 12 study areas and at the six project sites, would displace substantial numbers of people, or existing housing units or create demand for additional housing, necessitating the construction of replacement housing elsewhere, or displace a substantial number of businesses or employees.

In addition, the following cumulative impacts were determined to be significant and unavoidable:

- Impact C-TR-2.1a/2.2a/2.3a identified a significant and unavoidable cumulative impact from a substantial increase in local transit demand that could not be accommodated by adjacent Muni transit capacity at the Kearny/Stockton and Geary corridors under 2035 cumulative plus project conditions.
- Impact C-PH-1 identified a significant and unavoidable impact on population and housing resulting from implementation of the original project, in combination with past, present, and reasonably foreseeable future projects in the vicinity.

The changes to the original project, referred to in this addendum as the revised project, are being proposed under a Term Sheet for Global Resolution (Term Sheet) entered into by the city and AAU on November 15,

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<sup>5</sup> The six project sites include the following addresses: Project Site 1 (PS-1), 2801 Leavenworth Street (The Cannery); PS-2, 700 Montgomery Street; PS-3, 625 Polk Street; PS-4, 150 Hayes Street; PS-5, 121 Wisconsin Street; and PS-6, 2225 Jerrold Avenue.

2016, as updated by a Supplement to Term Sheet dated July 10, 2019 (collectively, “Term Sheet”).<sup>6</sup> As required by the Term Sheet, AAU filed an application for a Development Agreement on December 19, 2016 (Case No. 2008.0586DVA). The Development Agreement identifies certain changes to the original project, as described below. The Term Sheet modifications analyzed in this addendum are considered in the context of a current and projected AAU project size that is substantially reduced from that evaluated in the Final EIR.<sup>7</sup>

### 3.0 PROPOSED REVISIONS TO THE PROJECT

Under the revised project, AAU would immediately vacate nine of its existing 40 campus properties, thereby reducing existing AAU properties analyzed in the Final EIR to 31. In addition to these 31 existing properties, three properties not currently occupied by AAU would be converted to AAU use for educational programs and student housing. As revised, the AAU campus would therefore be comprised of 34 properties. In addition to the changes described above, the revised project also includes revisions to the proposed uses at two properties previously analyzed in the Final EIR (2801 Leavenworth and 2225 Jerrold). These revisions are summarized in Table 2 and described in more detail below. For 29 of the 31 existing AAU properties analyzed in the Final EIR and included in the proposed AAU campus, there are no material physical changes or changes of use that were not considered in the Final EIR or otherwise required by City code regulations; as a result, these 29 properties will not be evaluated further in this addendum. See section 3.3.2 of this addendum for additional details. The comprehensive list of the 34 AAU properties and their proposed changes and/or modifications as part of the revised project are identified in Appendix A.

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<sup>6</sup> The Term Sheet sets forth generally the terms on which the City and AAU intend to work together to resolve all of the known outstanding issues now pending between them relating to land use matters for properties in San Francisco that AAU uses or controls and establish appropriate principles and processes for AAU land use compliance for the future. The Term Sheet will be implemented through a Development Agreement, Settlement Agreement, Stipulated Injunction and related documents which are subject to final approval by the Planning Commission and Board of Supervisors.

<sup>7</sup> The Development Agreement and Term Sheet referenced in this addendum are included in the Planning Department’s Executive Summary of AAU’s July 5, 2019 Institutional Master Plan, available at this web link: <http://commissions.sfplanning.org/cpcpackets/2019-012970IMP.pdf>.

Table 2: Proposed Revisions to the Academy of Arts University Campus			
	Property	Academy Use Type	Size (square feet)
New <sup>1</sup>	1946 Van Ness Avenue	Institutional	25,040
	1142 Van Ness Avenue	Institutional	50,221
	2550 Van Ness Avenue	Residential	76,402 // 306 beds
Withdrawn <sup>2</sup>	700 Montgomery Street	Institutional	8,159
	1069 Pine Street	Institutional	1,875
	2295 Taylor Street	Institutional	20,000
	2340 Stockton Street	Institutional	44,530
	460 Townsend Street	Institutional	25,920
	150 Hayes Street	Institutional	80,330
	121 Wisconsin Street	Institutional	1,140
	1055 Pine Street	Residential	36,213 // 155 beds
	168 Bluxome Street	Residential	73,822 // 219 beds
Other <sup>3</sup>	2801 Leavenworth Street	AAU’s application for 2801 Leavenworth Street (the Cannery) would be modified under the revised project to retain active, publicly accessible ground floor uses. Under the revised project, non-public ground floor space currently used for AAU would be approved for publicly accessible retail uses (including possible use as publicly accessible gallery space related to AAU’s programs) pursuant to the Term Sheet. Existing AAU uses in the remainder of the building would continue.	
	2225 Jerrold Avenue	AAU’s application for 2225 Jerrold Avenue would be modified to convert a portion of the existing commercial storage uses to a community facility, instead of an AAU recreational space.	
<sup>1</sup> Properties proposed for AAU use that were not analyzed in the FEIR			
<sup>2</sup> Properties analyzed in FEIR from which AAU would withdraw uses			
<sup>3</sup> Properties analyzed in the FEIR for which AAU has revised their proposed uses			

Features of the revised project outlined above are summarized below, followed by a more detailed description of the proposed changes in Section 2.1 of this document.

AAU would vacate a combined total of approximately 172,394 square feet of institutional uses located at 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 460 Townsend Street, 150 Hayes Street and 121 Wisconsin Street. AAU also would vacate approximately 374 total beds of existing student housing at 1055 Pine Street (155 beds in 81 group housing bedrooms) and 168 Bluxome (219 beds in 61 live-work units), while converting the existing tourist hotel at 2550 Van Ness Avenue (currently known as the Da Vinci Hotel) to student housing, where 136 rooms would accommodate an estimated 306 beds of student housing. This would result in a net decrease of 6 bedrooms/units and approximately 68 beds, for student housing. AAU has prepared, and the Planning Department has reviewed, detailed plans for each property AAU will continue to occupy in order to determine the maximum numbers of beds that could be supported at AAU's existing student housing properties, without any major interior or exterior

modifications or expansions. Based on this review, the department has determined that a number of AAU student housing properties can support more beds than originally analyzed in the Final EIR (see Appendix A). As a result, it is anticipated that AAU would have a total of approximately 1,839 beds available for students at completion of the revised project. In addition, AAU would activate approximately 75,261 square feet of new institutional uses at 1946 Van Ness Avenue and 1142 Van Ness Avenue.

Under the revised project, AAU would also modify its application for 2801 Leavenworth Street (the Cannery) to require retail or other active uses on the ground floor that are physically accessible to members of the public during the normal retail hours of operation customary in the neighborhood, which uses may include Academy galleries, and limiting AAU institutional uses to the mezzanine, second and third floors of the building.

Under the revised project, AAU would vacate the six-story building at 1055 Pine Street and the one-story building at 1069 Pine Street. The revised project prohibits any future owner of 1055 or 1069 Pine from using the properties for student housing or other accessory uses for AAU's benefit. Future uses at 1055 and 1069 Pine Street are currently unknown; however, any modification to the last-legal uses of 1055 Pine Street or 1069 Pine Street would require authorization from the City through the City's ordinary land use approval process, subject to all applicable San Francisco codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed. As discussed below under section 2.0, the 155 beds currently provided at 1055 Pine Street would be relocated to the Da Vinci Hotel at 2550 Van Ness Avenue (see discussion below). The small gymnasium at 1069 Pine Street would be replaced by an existing, similarly sized gymnasium at 1142 Van Ness Avenue (site of the former Concordia Club).

Under the revised project, AAU would modify its change of use application for 2225 Jerrold to convert a portion of the existing commercial storage uses to a community facility, instead of an AAU recreational space. The Final EIR analyzed the site as containing AAU office space (in the southeast corner of the building), storage areas for AAU bus operations, mechanical/janitorial functions, and other miscellaneous storage for AAU purposes, as well as space used by the San Francisco Fire Department (SFFD) for storage and office space for the Department's Toy Program and an AAU basketball court and weight room to be used for recreational purposes. As part of the revised project, AAU will revise its change of use application to replace the initially proposed AAU recreational facilities with an approximately 15,084 square foot community facility, including a multi-purpose recreation room and indoor and outdoor community facility lounge spaces. AAU would be permitted to use the facility on an accessory basis, subject to regulation under the Development Agreement. The revised project includes modifications to the Jerrold frontage of the property to enhance safe pedestrian and bicycle access to and amenities for the community facility.

Figure 1 below shows the location of the proposed changes relative to the study areas and project sites analyzed in the Final EIR. Figure 2 shows the location of AAU's existing sites, as analyzed in the Existing Sites Technical Memorandum (ESTM), which was considered by the Planning Commission on July 28, 2016 in connection with its certification of the Final EIR.<sup>8</sup> The purpose of the ESTM was to assess potential pre-Notice of Preparation (NOP)<sup>9</sup> effects that resulted from previously unauthorized changes of use and/or

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<sup>8</sup> San Francisco Planning Department, *Academy of Art University Project Existing Sites Technical Memorandum*, May 4, 2016. Available online at: <http://sf-planning.org/environmental-impact-reportsnegative-declarations>. Accessed March 8, 2018.

<sup>9</sup> The Notice of Preparation for the EIR was published on September 29, 2010. This document (and all other documents cited in this addendum, unless otherwise noted) is available for review at the San Francisco Planning Department, 1650 Mission Street, Suite 400 as part of Case File No. 2010.0586E.

alterations at AAU's 34 then-existing sites and to discuss the required modifications and approvals to legalize those uses and alterations. As previously discussed, the 34 sites and their proposed changes and/or modifications are identified in Appendix A.

**Figure 1. Project Location**

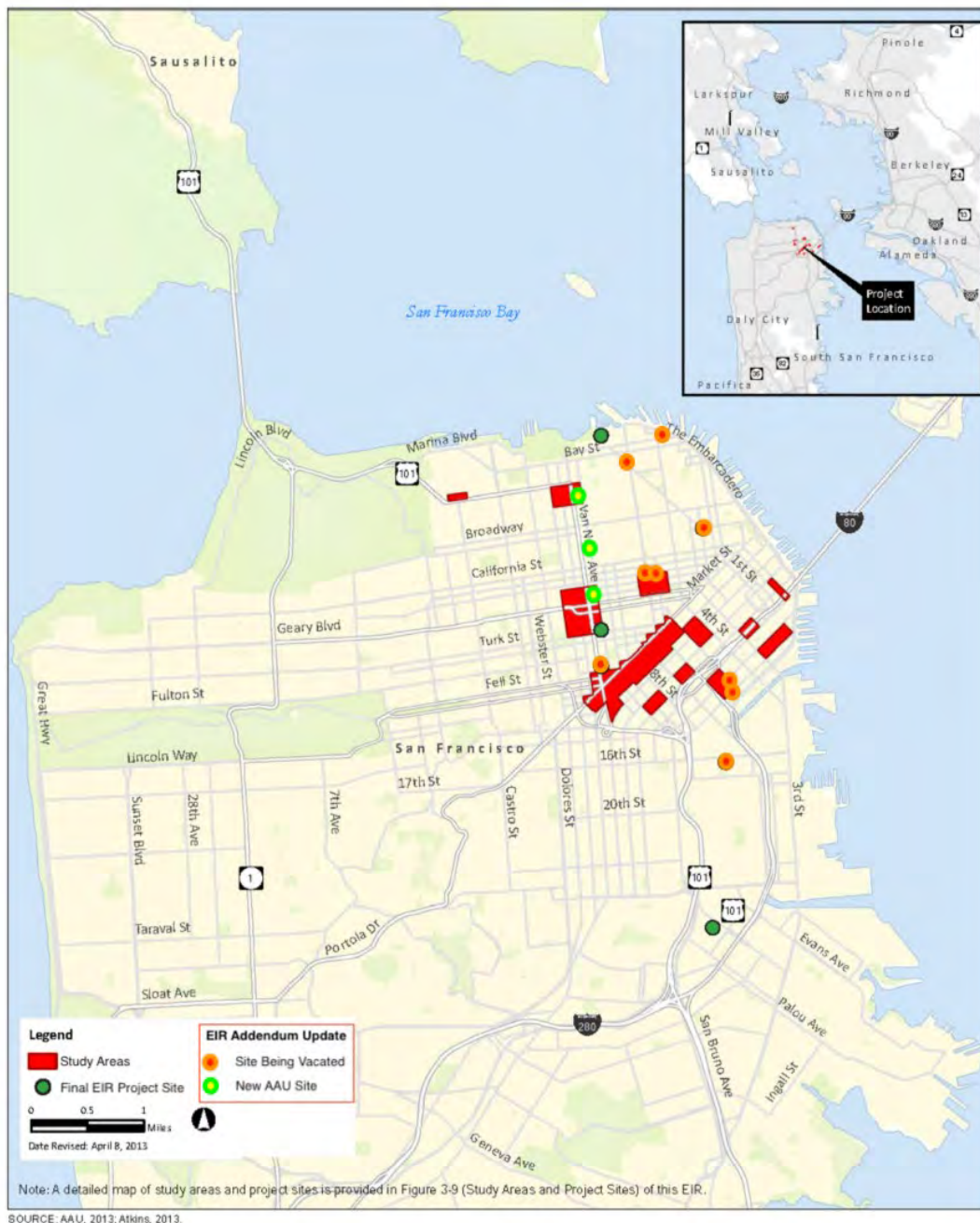
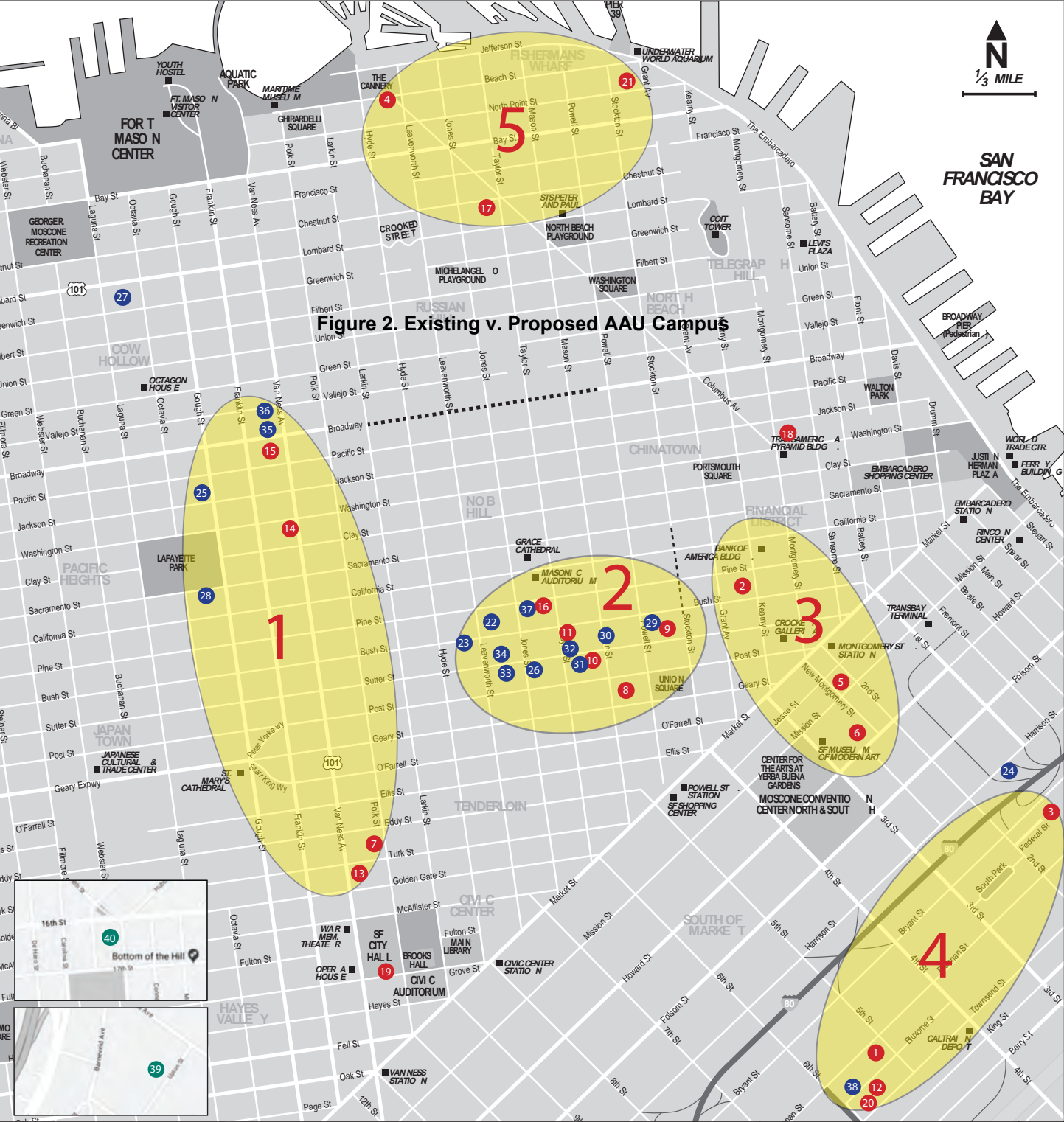




Figure 2. Existing v. Proposed AAU Campus

Existing Campus





## Legend: Existing Campus

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### Institutional Sites

1. 601 Brannan St.
2. 410 Bush St.
3. 58-60 Federal St.
4. 2801 Leavenworth St.
5. 77-79 New Montgomery St.
6. 180 New Montgomery St.
7. 625 Polk St.
8. 491 Post St.
9. 540 Powell St.
10. 625-629 Sutter St.
11. 740 Taylor St.
12. 466 Townsend St.
13. 950 Van Ness Ave./963 O'Farrell St.
14. 1849 Van Ness Ave.
15. 2151 Van Ness Ave.
16. 1069 Pine St.
17. 2295 Taylor St.
18. 700 Montgomery St.
19. 150 Hayes St.
20. 460 Townsend St.
21. 2340 Stockton St.

### Residential Sites

22. 1080 Bush St.
23. 1153 Bush St.
24. 575 Harrison St.
25. 1900 Jackson St.
26. 736 Jones St.
27. 1727 Lombard St.
28. 1916 Octavia St.
29. 560 Powell St.
30. 620 Sutter St.
31. 655 Sutter St.
32. 680-688 Sutter St.
33. 817-831 Sutter St.
34. 860 Sutter St.
35. 2209 Van Ness Ave.
36. 2211 Van Ness Ave.
37. 1055 Pine St.
38. 168 Bluxome St.

### Other

39. 2225 Jerrold Ave.      Commercial Storage & Private  
Parking Garage (and lot) with Accessory Office
40. 121 Wisconsin St.      (Vehicle Storage)

### Clusters

1. Van Ness Transit Corridor
2. Union Square
3. Financial District
4. South of Market
5. Fisherman's Wharf

Source: AAU

### *Proposed Campus*



## *Legend: Proposed Campus*

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### Institutional Sites

1. 601 Brannan St.
2. 410 Bush St.
3. 58-60 Federal St.
4. 2801 Leavenworth St.
5. 77-79 New Montgomery St.
6. 180 New Montgomery St.
7. 625 Polk St.
8. 491 Post St.
9. 540 Powell St.
10. 625-629 Sutter St.
11. 740 Taylor St.
12. 466 Townsend St.
13. 1849 Van Ness Ave.
14. 2151 Van Ness Ave.
15. 1946 Van Ness Ave.
16. 1142 Van Ness Ave.

### Residential Sites

17. 1080 Bush St.
18. 1153 Bush St.
19. 575 Harrison St.
20. 1900 Jackson St.
21. 736 Jones St.
22. 1727 Lombard St.
23. 1916 Octavia St.
24. 560 Powell St.
25. 620 Sutter St.
26. 655 Sutter St.
27. 680-688 Sutter St.
28. 817-831 Sutter St.
29. 860 Sutter St.
30. 2209 Van Ness Ave.
31. 2211 Van Ness Ave.
32. 2550 Van Ness Ave.

### Other

33. 2225 Jerrold Ave.  
(Commercial Storage & Private Parking Garage  
(and lot) with Accessory Office; Community Facility)
34. 950 Van Ness Ave./963 O'Farrell St.  
Private Parking Garage with groundfloor classic  
car museum ancillary to museum located at  
1849 Van Ness Ave.

### Clusters

1. Van Ness Transit Corridor
2. Union Square
3. Financial District
4. South of Market

Source: AAU

### **3.1 Changes to AAU Properties**

The discussion below presents detailed descriptions of the changes proposed at each location included as part of the revised project. As contemplated by the Term Sheet, the entitlement for the approved uses would be authorized contemporaneously with and through the city's final approval of a Master Conditional Use Permit issued pursuant to the Development Agreement. The Master Conditional Use Permit Application will include updated plan sets for each property. The plan sets do not contemplate any substantial new development, but do address applicable Planning Code improvement requirements, as well as Planning Code-compliant signage proposals.

#### **1055 and 1069 Pine Street – Withdraw Pending Change-of-Use Applications**

AAU currently uses 1055 Pine Street for student housing (155 beds) and 1069 Pine Street for recreation (approximately 1,875 square feet of exercise equipment). Both sites are located between Jones and Taylor Streets on Pine Street, within the RM-4 (Residential-Mixed, High Density) zoning district and a 65-A height and bulk district. Under the revised project, AAU would vacate these two sites.

Under the revised project, AAU would vacate its uses at the six-story building at 1055 Pine Street and the one-story building at 1069 Pine Street and make those sites available to a third-party unrelated to AAU. The revised project includes an agreement that prohibits any future owner of 1055 Pine Street or 1069 Pine Street from using the properties for student housing or other accessory uses for AAU's benefit. Future uses at 1055 Pine Street and 1069 Pine Street are currently unknown; however, any future modification to the last-legal use of 1055 Pine Street or 1069 Pine Street would require authorization from the City through the City's ordinary land use approval process, subject to all applicable San Francisco codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed. The 155 beds currently provided at 1055 Pine Street would be relocated to the Da Vinci Hotel at 2550 Van Ness Avenue (see discussion below). The 1069 Pine Street building contains a small gymnasium which would be replaced by a similarly sized gymnasium at 1142 Van Ness Avenue (the former Concordia Club).

#### **700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street; 168 Bluxome Street; 150 Hayes Street; 460 Townsend Street; and 121 Wisconsin Street – Withdraw Existing Uses and/or Pending Change of Use and Conditional Use Applications**

Under the revised project, the following properties would be vacated by AAU, and all outstanding change of use, Conditional Use (CU), or Certificate of Appropriateness applications associated with these sites would be withdrawn:

- 700 Montgomery Street: conditional use authorization; Certificate of Appropriateness. Analyzed as Project Site 2 in the Final EIR, this approximately 11,455 square foot building provided administrative, restaurant and classroom uses.
- 2295 Taylor Street: conditional use. Analyzed as Existing Site 2 in the ESTM, this approximately 10,440 square foot building was used for graduate studio and office space.
- 2340 Stockton Street: change of use. Analyzed as Existing Site 1 in the ESTM, this approximately 44,530 square foot building provided 16 classrooms, labs, art studios, offices, and student and faculty lounges.

- 168 Bluxome Street: no pending applications. Analyzed as Existing Site 32 in the ESTM, this approximately 73,820 square foot building provided 61 live/work units with capacity for 219 beds.
- 150 Hayes Street: change of use. Analyzed as Project Site 4 in the Final EIR, this approximately 80,330 square foot building was used for one of the Academy's regional headquarter offices.
- 460 Townsend Street: conditional use. Analyzed as Existing Site 33 in the ESTM, this approximately 25,920 square foot building provided six classrooms, art studios, and student and faculty lounges.
- 121 Wisconsin Street: no pending application. Analyzed as Project Site 5 in the Final EIR, this approximately 20,000 square foot lot was used for storage of Academy shuttle buses.

### **1946 Van Ness Avenue (the Bakery) – Change of Use**

1946 Van Ness Avenue is an approximately 25,040-square-foot building that was acquired in December 2012 by 1946 Van Ness Avenue, LLC, an entity affiliated with AAU. It is located at the corner of Jackson Street and Van Ness Avenue. The property is located in an RC-4 (Residential-Commercial, High Density) zoning district. Previously issued building permits established the building use as ground floor retail and above ground retail and/or light manufacturing; however, the building had been vacant for some years prior to 1946 Van Ness Avenue, LLC's acquisition of the building. While this site was neither analyzed as a project nor located in any of the 12 study areas analyzed in the Final EIR, it is located between and within blocks of study areas two and three (SA-2 and SA-3), and is situated in a similar setting as other properties within these study areas that are located along the Van Ness corridor.

As part of the revised project, AAU proposes to convert the property to a post-secondary educational institutional use. The conversion for post-secondary educational institutional use would require modifications to the base building core and shell to bring the building into compliance with current life safety codes (e.g., fire sprinkler/fire alarm upgrades). The proposed scope of work includes installation of new aluminum storefronts with tempered glass in the existing openings for both the Van Ness Avenue and Jackson Street facades. On the upper floors, broken or missing windows would be repaired or replaced, as appropriate, to match existing glazing. Further repair includes the in-kind replacement of doors on Jackson Street, restoration of prior window replacements with windows to match in material and design, and removal of mechanical features, such as ventilation flues, and general maintenance of the property. Improvements to the 1946 Van Ness Avenue property would be consistent with *Secretary of the Interior's Standards for Rehabilitation* (Secretary's Standards).

Interior alterations would be related to the conversion of the building for post-secondary educational institutional use, and include the construction of partition walls, introduction of new sanitary facilities, construction of interior stairs, and other tenant improvements to support its institutional use. More specifically, the space would be divided to accommodate a number of vocational rooms, or classrooms to serve AAU's Industrial Design and Auto Restoration Programs, including a ground floor auto instructional work space and display. The conversion for post-secondary educational institutional use would be limited to open flexible space for AAU's use.

As proposed, the ground floor, mezzanine level, and second and third floors would comprise a number of vocational rooms, or classrooms, for the Academy's Auto Restoration and Industrial Design Programs. In order to activate the ground floor, and in association with the Auto Restoration Program, the ground floor will likely contain an automobile display and instructional work space, and an instructional auto body

paint shop. The mezzanine level would comprise of one large classroom and one small lab, also in association with the Auto Restoration Program. The second and third levels would house the Industrial Design program. Each floor would include one single open space. These floors would include movable floating partitions, but no permanent walls.

There would be four different start times for classes commencing between 8 a.m. and 10 p.m. daily. Classes would range in duration from three to five hours. Daily student population would range from 75 to 100 students at peak period with approximately six to ten staff on site. Class start times and duration would range, with classes lasting from three to five hours.

Any future interior improvements for specific programs would require separate permits. Sign proposals, floor plans, and property improvements and renovations necessary for or associated with the change of use would be approved under the Master CU application. The property would be served by existing AAU shuttle lines on Van Ness Avenue as well as the shuttle stop at 625 Polk. The proposal includes Class I and Class II bike parking.

#### **1142 Van Ness Avenue (the Concordia Club) – Change of Use**

1142 Van Ness Avenue is an approximately 50,221-square-foot building that was acquired in December 2014 by 1142 Van Ness LLC, an affiliate of AAU. It is located at the corner of Post Street, Cedar Street, and Van Ness Avenue. Previously issued building permits have established the building use as a private community facility. The property is located within an RC-4 (Residential-Commercial, High Density) zoning district. Under the revised project, AAU proposes to use 1142 Van Ness Avenue for post-secondary educational institutional use. Sign proposals would be submitted with the Master CU application. The property would be served by existing AAU shuttle lines on Van Ness Avenue as well as the shuttle stop at 625 Polk.

Physical changes to the property would be limited to minor exterior improvements, including: an in-kind replacement of an egress door and security gate on Post Street, and security camera replacement at the corner of Van Ness Avenue and Cedar Street consistent with the Secretary's Standards. The current configuration of the building would remain as-is to support the Academy's Fashion program; larger spaces would be used for fashion studios, labs, and occasional event hosting space, while smaller rooms would be used for classrooms and/or offices. The basement includes recreational space (including a swimming pool) that would be available to AAU students, faculty and staff. Daily student population is estimated to range from 115-300 students, with approximately 10 staff on site. The daily (Monday through Friday) schedule is expected to include four different class periods: one in the morning, two in the afternoon, and one in the evening. There would also be a limited number of classes on Saturday.

Any future interior improvements for specific programs would require separate permits. Sign proposals, floor plans, and property improvements necessary for the change of use would be approved under the Master CU application. It is anticipated that students using AAU's shuttle system will utilize the stop at 625 Polk, three and a half blocks from 1142 Van Ness. The proposal includes Class I and Class II bike parking.

### **2550 Van Ness Avenue (the Da Vinci Hotel) – Change of Use**

2550 Van Ness Avenue, also known as the Da Vinci Hotel, is an approximately 76,402-square-foot building located at the corner of Filbert Street and Van Ness Avenue. The building was acquired in September 2010 by 2550 VN Pool, LLC, an affiliate of AAU, and has been leased to a third-party hotel operator.

Previously issued building permits have established the building use as a tourist hotel/motel, with a ground floor restaurant use. The property straddles two zoning districts: RM-3 (Residential-Mixed, Medium Density), and RC-3 (Residential-Commercial, Medium Density). The Da Vinci Hotel at 2550 Van Ness Avenue currently has a total of 136 rooms. Under the revised project, AAU proposes to use all 136 of these rooms (approximately 306 beds) as student housing, including replacement housing for students vacated from the 155 beds at 1055 Pine Street. The existing ground floor restaurant use, which was recently vacated by the existing tenant, would be converted to a code-compliant restaurant/retail space that may be operated by the Academy, but would remain open and accessible to members of the public pursuant to requirements set forth in the Development Agreement. The proposed change from rooms used by tourists to group housing for students would require approval of a change of use through the Master CU. Students would be housed at 2550 Van Ness Avenue according to a metering formula (discussed below under Additional Term Sheet Requirements) which requires a minimum amount of student housing to be provided according to the number of enrolled full-time students. The conversion to housing is also dependent upon the schedule for the relocation of students from 1055 Pine Street. The only proposed interior changes at the property would be replacing hotel furnishings with student dormitory furnishings. Sign proposals, floor plans, and property improvements necessary for the change of use would be submitted with the Master CU application. AAU would make use of existing shuttle lines on Van Ness Avenue to serve the property; the closest shuttle stop is located at 1604 Broadway, about four blocks to the south. AAU proposes class I and class II bike parking, including converting existing off-street parking spaces into class I bike parking.

### **2801 Leavenworth Street (the Cannery) – Modify Change of Use Application**

2801 Leavenworth Street (identified as Project Site 1 in the Final EIR), is located in San Francisco's Fisherman's Wharf at the corner of Beach Street and Leavenworth Street and includes two wings totaling approximately 124,981 square feet. 2801 Leavenworth Street is owned by 2801 Leavenworth-Cannery, LLC in 2011, an affiliate of AAU. AAU uses a portion of the building (approximately 80,900 square feet) for office, gallery, and multi-use/event space. The original project analyzed AAU's proposed use of 133,675 square feet of this site as post-secondary educational institutional use to accommodate approximately 1,600 students and 18 faculty/staff per day. There are two classroom spaces on the first floor of this building, only one of which is currently in use. As part of the revised project, AAU would modify the application for 2801 Leavenworth Street to retain retail or other active uses on the ground floor that are physically accessible to members of the public during normal retail hours of operation (as are customary in the neighborhood). Retail uses, as described below, may include AAU galleries, while other AAU uses would be limited to the mezzanine, second and third floors of the building. Sign proposals, floor plans, and property improvements necessary for the change of use would be submitted with the Master CU application.

2801 Leavenworth is comprised of two buildings separated by a wide public walkway. The first level includes approximately 39,150 square feet, of which approximately 22,669 square feet is being utilized for restaurants and approximately 6,880 square feet is being used for retail purposes. Under the revised project,

the remaining 9,300 square feet of vacant space would be used for AAU's Fine Arts program, which includes sculpture, print, painting, ceramics, and jewelry, along with visual merchandising.

The multi-functional space would include active, street-level retail space, as well as a smaller interior space for workshops and lectures (institutional use). The total occupancy for the 9,300 square feet would be no more than 172 students and faculty/staff.

Retail uses would be available to the public and could include art galleries, visual merchandise, and sale of fine arts items created by students and alumni of AAU. The dynamic multi-functional space is intended to widen the reach of AAU artists and designers to the general public by providing them a platform to showcase their work. Retail space may have rotating art installations and provide a specialized browsing experience for visitors. As this is primarily a retail use, students/staff would not use the retail space on a regular basis. However, occasional workshops/lectures may be held once to twice per month, with attendance not to exceed 18 students. Bi-monthly events are likely to be held during the weekdays. The proposed retail use would be open to the public Monday-Saturday 9 a.m. to 6 p.m.

### **2225 Jerrold Avenue**

2225 Jerrold Avenue (identified as Project Site 6 in the Final EIR), is a lot totaling 125,581 square feet, containing a 91,367 square foot building, located in the southeasterly portion of a trapezoidal block bounded by Jerrold Avenue to the north, Upton Street to the east, McKinnon Avenue to the south, and Barneveld Avenue to the west in the Bayview Hunters Point neighborhood. The Final EIR analyzed the site as containing AAU office space (in the southeast corner of the building), storage areas for AAU bus operations, mechanical/janitorial functions, and other miscellaneous storage for AAU purposes, along with approximately 22,683 square feet used by the San Francisco Fire Department (SFFD) for storage and accessory office space for the Department's Toy Program. The Final EIR analyzed the inclusion of an approximately 17,533 square foot AAU basketball court and weight room for recreational purposes. As part of the revised project, AAU will revise its change of use application to replace the initially proposed AAU recreational facilities with an approximately 15,084 square foot community facility, including a multi-purpose recreation room and indoor and outdoor community facility lounge spaces. Construction of the revised project would not require any substantial ground and soil disturbance activities. AAU would be permitted to use the facility on an accessory use basis, subject to regulation under the Development Agreement. The revised project includes modifications to the Jerrold frontage of the property to enhance safe pedestrian and bicycle access to amenities and community facility uses in the building. Proposed plans, including floor plans, signage plans and streetscape plans would be submitted with the Master CU application.

## **3.2 Shuttle Service**

The revised project would modify some elements of the existing shuttle service provided by AAU. Existing shuttle service stops would be removed at 150 Hayes, 2340 Stockton, 168 Bluxome, 1069 Pine and 1055 Pine due to AAU vacating these properties. However, AAU would add new shuttle stops to the "M" route at 1604 Broadway and 1916 Octavia. In addition (and as described below in greater detail under section 2.3.3 below), AAU has prepared a Shuttle Management Plan (included as Attachment H to the Term Sheet) in compliance with the EIR Mitigation Measure M-TR-3.1 Shuttle Demand, Service Monitoring, and Capacity Utilization Performance Standard and EIR Improvement Measure I-TR-2 AAU Shuttle Activities



Monitoring (included as a condition of approval to the project). The Shuttle Management Plan is described in more detail below.

### **3.3 Additional Term Sheet Requirements**

#### **3.3.1 Student Housing**

As described in the Term Sheet, the Supplement to the Term Sheet and the Development Agreement application, AAU will (either through limiting enrollment or developing new code-compliant student housing, including any required study under CEQA) make the following commitments regarding the provision of student housing in the future, subject to the process described in the Development Agreement for deferring these increases if occupancy rates do not support them:

- By July 1, 2022, AAU will house in San Francisco at least 36 percent of its full-time students taking up to one class online; and
- By July 1, 2023, AAU will house in San Francisco at least 38 percent of its full time students taking no more than one class online.

After July 1, 2023, the Academy will use good faith efforts to house in San Francisco at least 45 percent of its full-time students taking no more than one class online. Those commitments will be documented in a binding Development Agreement.

#### **3.3.2 Approval of Existing Uses and Minor Physical Changes**

The Term Sheet requires approval of existing uses and minor physical changes (for example, required Planning Code improvements for a change of use and new signage proposals) at the 31 sites previously discussed above. As previously discussed, the uses and material physical changes of the 31 properties described in Appendix A were analyzed in the Final EIR (except 2550 Van Ness, 1946 Van Ness and 1142 Van Ness).

As indicated in Appendix A, seven properties require legislative amendments and associated conditional use authorizations and building permits, ten properties require conditional use authorizations and associated building permits, and ten properties require change of use permits. These approvals (and other variances/exceptions from technical requirements provided for under the Planning Code) will be addressed in a single Master CU. The Master CU will also be required as a prerequisite to building permit approval for properties not otherwise requiring Conditional Use authorization so as to better memorialize the legality of AAU's use at the time of the approval of the Development Agreement, and to provide a cohesive and comprehensive review and approval process. As discussed above, these 31 properties have already been described in the ESTM (or in the Final EIR in the case of 2801 Leavenworth Street, 625 Polk Street, and 2225 Jerrold Avenue) and found to have no impact on the environment in the Final EIR. Ten of the 34 sites are designated in Article 11 of the Planning Code and four<sup>10</sup> of the 34 sites are designated in Article 10 of the Planning Code and, as such, were determined by the ESTM (or Final EIR in the case of 625 Polk Street) to require Historic Preservation Commission approval of Permits to Alter or Certificates of

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<sup>10</sup> 491 Post is designated in both Articles 10 and 11 of the Planning Code.

Appropriateness for work performed without benefit of a permit.<sup>11</sup> (The required alterations and approvals are discussed below under Cultural Resources.) Alterations at these properties included typical tenant improvements such as interior construction (drywall, paint, and lighting), security system installation, fire sprinkler/fire alarm upgrades, elevator modernization, and exterior signage. For some buildings, tenant improvements might include seismic retrofit work, replacement of windows and lighting, and addition of awnings and exterior lighting. As stated in the ESTM: "These improvements would cause minimal impact to the architectural features of the properties and would be unlikely to cause the removal of character defining features of a historical resource, such that the historic significance of the property could no longer be conveyed."<sup>12</sup> Likewise, the Final EIR concluded with regard to 625 Polk that none of the proposed alterations would constitute a substantial change to the significance of the resource. Since the Final EIR, AAU and the Planning Department have engaged in further permit history research to determine the exact required scope of alterations required to bring historic AAU buildings into compliance with pertinent code regulations and historic standards.

The requirement for approval of existing uses at the 34 sites (other than 1946 Van Ness, 1142 Van Ness and 2550 Van Ness described below) was evaluated in the ESTM and/or Final EIR, and the legalization of the prior unauthorized uses was found to have no impact on the environment in the Final EIR. As no other material physical changes or changes of use not considered in the Final EIR or otherwise required by City code regulations to legalize AAU's uses are proposed by AAU for these 34 properties, they will not be evaluated further in this addendum.

In addition, the Term Sheet includes the following requirements related to future AAU expansion and operation:

- Preparation of an Institutional Master Plan prior to approval of the Development Agreement between the city and AAU, and timely maintenance of an Institutional Master Plan as required by Planning Code section 304.5. At a July 25, 2019 hearing, the Planning Commission accepted an Institutional Master Plan submitted by AAU to the Planning Department on July 5, 2019.<sup>13</sup>
- Compliance with all applicable laws concerning future construction, alterations and changes in use to all properties that AAU may own.
- No conversion for any purpose of any structures currently used or occupied as housing or for which the last legal use was residential.

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<sup>11</sup> A Permit to Alter is the entitlement required to alter a Significant or Contributory building or any building within an article 11 conservation district. Depending upon the scope of the alteration, a major or minor permit to alter may be required. The former requires a hearing before the Historic Preservation Committee; the latter is approved by Planning Department Preservation staff and do not require a hearing before the Historic Preservation Commission. The specific alterations and approvals are discussed in the Cultural Resources section of this addendum.

<sup>12</sup> San Francisco Planning Department, *Academy of Art University Project Existing Sites Technical Memorandum*, p. 4.5-62-63, May 4, 2016. Available online at: <http://sf-planning.org/environmental-impact-reportsnegative-declarations>. Accessed March 8, 2018.

<sup>13</sup> San Francisco Planning Department, 2019 *Institutional Master Plan*. Available at: [https://sfplanning.org/sites/default/files/za/AAU\\_2019-012970IMP.pdf](https://sfplanning.org/sites/default/files/za/AAU_2019-012970IMP.pdf). Accessed August 13, 2019.

- No submission of an application by the Academy or any of its affiliates for change of use, new construction, or demolition of any building owned, occupied, or operated by the Academy without prior notice to and consultation with the department.
- With limited exception, in no event may more than one half of future Student Housing be provided in converted tourist hotels.

These additional Term Sheet requirements, do not involve potential impacts to the environment and are not further analyzed in this addendum.

### **3.3.3 Shuttle Management Plan**

The Term Sheet includes a requirement for AAU to develop and implement a shuttle management plan as required by EIR Mitigation Measure M-TR-3.1 Shuttle Demand, Service Monitoring, and Capacity Utilization Performance Standard and EIR Improvement Measure I-TR-2 AAU Shuttle Activities Monitoring (included as a condition of approval to the project). The shuttle management plan is primarily intended to address AAU meeting the peak hour transportation needs of AAU students and staff through its shuttle service such that unmet shuttle demand does not impact the city's transit and transportation system. Annual capacity utilization analysis is required to determine if demands for shuttle services are being adequately met such that shifts to other travel modes that could impact the city's transit and transportation system is avoided.

In compliance with EIR Mitigation Measure M-TR-3.1 and the Term Sheet, AAU will submit an annual report to the Planning Department documenting actually travelled shuttle routes, ridership numbers and received complaints. The report will be submitted on an annual basis covering the recurring year-long period to be determined in consultation with the Planning Department and the SFMTA. The report format will be approved by Planning Department and SFMTA staff, and will comply with the requirements set forth in Mitigation Measure M-TR-3.1 and the Term Sheet. As described in Mitigation Measure M-TR-3.1, the data from the reports will help inform potential adjustments to the shuttle program to address shuttle demand, avoid regular exceedances of the capacity utilization standard, and ensure that shuttle activities do not substantially impede or interfere with traffic, adjacent land use, transit, pedestrians, commercial or passenger loading, and bicycles in the public right-of-way.

### **3.4 Student Enrollment**

The original project analyzed a projected total on-site enrollment of approximately 17,282 on-site students (full- and part-time students taking at least one course in San Francisco) by 2020, which represented an average increase of approximately 5 percent per year starting from a 2010 baseline of 11,182. This projected enrollment represented an increase of 6,100 students between 2010 and 2020. Actual enrollment is significantly lower than would have occurred under the Final EIR's assumed rate of growth. Based on the rate of growth assumed under the original project, on-site enrollment would have been 16,062 students in 2018. However, actual enrollment of on-site students declined from 11,181 to 6,710 students between 2011 and 2018. Thus, actual enrollment is currently less than 50 percent of projected enrollment under the Final EIR. Table 3 provides additional information on projected versus actual enrollment.

AAU currently operates approximately 1,810 beds of student housing. The original project studied program-level growth that would result in an additional 400 beds of student housing, for a total future capacity of 2,210 beds. Under the revised project, the relocation of student housing from 1055 Pine (155

beds) to 2550 Van Ness (306 beds) would result in an increase of approximately 151 beds; however, AAU would also withdraw from 168 Bluxome Street, which currently provides 219 beds. Building permits for each residential property would allow the maximum number of beds permissible at the existing AAU residential properties (without any significant wall modifications or floor area expansions) allowable under pertinent code regulations. Factoring in these modifications since the Final EIR, the revised project would result in a net increase of 29 beds for a total capacity of 1,839 beds. This is within the total future capacity studied in the Final EIR.

<b>Table 3 Actual and Projected Enrollment</b>											
	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>On Site Students</b>											
Actual Enrollment <sup>1</sup>	11,181	11,636	11,493	10,766	10,261	9,449	8,406	7,588	6,710	-	-
Change in Actual Enrollment from Prior Year	-	4.1%	-1.2%	-6.3%	-4.7%	-7.9%	-11%	-9.7%	-11.6%	-	-
Projected Enrollment in original project <sup>2</sup>	-	11,792	12,402	13,012	13,622	14,232	14,842	15,452	16,062	16,672	17,282
Difference of Actual/Projected Enrollment	-	(156)	(909)	(2,246)	(3,361)	(4,783)	(6,436)	(7,864)	(9,352)	-	-

<sup>1</sup> Source: Office of Institutional Research, Academy of Art University (data as of Census); confirmed as of 3/22/2018.

<sup>2</sup> Calculations: 2010 baseline with 2020 Final EIR projected approximate increase of 610 students/year (represents roughly 5.5% annual growth).

AAU has the policy of first offering housing to first-year, full-time graduate students (enrolled in at least 9 units) and full-time undergraduate students (enrolled in at least 12 units) taking all of their courses on-site in San Francisco. To the extent beds remain available, other full-time graduate and undergraduate students taking all of their courses on-site in San Francisco and full-time graduate and undergraduate students taking no more than one class online per semester may apply to fill any remaining beds. Only to the extent beds remain available after the student populations above have had the opportunity to apply for housing will the Academy consider applications for housing from full-time students that take two or more online classes or part-time students. The Academy gives lower priority to full-time students electing to take two or more online courses per semester, as it is the policy of the Academy. AAU currently uses 17 buildings for housing. From fall 2015 to fall 2018, on-campus student enrollment declined from prior years and demand for campus housing correspondingly decreased. Under the revised project, AAU would operate 16 buildings for housing, intended to provide a sufficient amount of housing for the revised growth assumptions (as regulated by the Development Agreement housing amount regulations described in Section 2.3.1).

### 3.5 Project Approvals

Before discretionary project approvals may be granted for the revised project by the city or a Responsible Agency, the San Francisco Planning Commission, as the approval body of the lead agency, will review and consider the information presented in the EIR Addendum. In addition to the approvals for changes of use and physical alterations reflected in the ESTM and EIR (see Appendix A), at the end of this section is a list

of discretionary, nondiscretionary approvals, and other related actions which would or may be required to implement the revised project, if approved, although other approvals may also be necessary.

As noted above, a single “Master” Conditional Use Authorization will be required in connection with all required discretionary approvals, regardless of whether a Conditional Use Authorization would otherwise be required, and in-lieu of any other waivers, modifications, or Variances required. Through this process, AAU’s public review and approval process will be conducted in the most comprehensive and consolidated fashion possible. A similar approach will be required for a single “Master” Certificate of Appropriateness and “Master” Permit to Alter, which will each address all properties subject to the review processes of Articles 10 and 11, respectively.

- **1055 and 1069 Pine Street** – Withdraw pending conditional use and building permit applications;
- **2801 Leavenworth Street** – Modify the change of use application (application number 201211134023) for 2801 Leavenworth Street to retain retail or other active uses on the ground floor that are physically accessible to members of the public during normal retail hours of operation (as are customary in the neighborhood).
- **2550 Van Ness Avenue (the Da Vinci Hotel)** – Change of use from tourist hotel/motel to student housing (136 rooms with 306 beds) for a postsecondary educational institution within a RM- 3 (residential – mixed, medium density), and RC-3 (residential – commercial, medium density) district requiring conditional use authorization (San Francisco Planning Code section 303), and under Section 209.2 and 209.3 and San Francisco Planning Code section 171, which requires a building permit to change the planning code use category of a property. Therefore, a building permit (i.e., a “change of use” permit from tourist hotel/motel to institutional use) would also be required.
- **1946 Van Ness Avenue (the Bakery)** – Change of use from automobile sales/showroom and office for a postsecondary educational institution (classroom, labs and ground-floor auto museum) within a RC-4 (Residential-Commercial High Density) district. The proposed change requires conditional use authorization (San Francisco Planning Code section 303), and under Section 209.3 and San Francisco Planning Code section 171, a building permit to change the planning code use category of a property. Therefore, a building permit (i.e., a “change of use” permit from automobile sales/showroom and office to institutional use) would also be required.
- **1142 Van Ness Avenue (the Concordia Club)** – Change in use from office/club for a postsecondary educational institution (classroom, office, fashion studios and labs, and events space) within a RC-4 (Residential-Commercial High Density) district. The proposed change requires conditional use authorization (San Francisco Planning Code section 303), and under Section 209.3 and San Francisco Planning Code section 171, a building permit to change the planning code use category of a property. Therefore, a building permit (i.e., a “change of use” permit from office/club to institutional use) would also be required.

## 4.0 ANALYSIS OF POTENTIAL ENVIRONMENTAL EFFECTS

The Final EIR analyzed the environmental effects of implementing a significantly larger original AAU project. As discussed above, the current on-site student enrollment is less than half of what was projected for 2017 in the Final EIR analysis. The currently projected growth in on-site enrollment for 2020 is similarly expected to be about half of what was considered in the Final EIR. In addition, AAU would vacate the nine buildings at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street, and 121 Wisconsin Street. The projected growth within the 12 study areas that was analyzed in the Final EIR (110,000 net square feet of additional residential uses and approximately 669,670 square feet of additional institutional space) has not yet occurred and is not proposed to occur under the revised project..

The revised project has been further refined and modified from the original project to centralize and consolidate its educational programs and student housing to existing buildings on the Van Ness corridor, where a significant portion of AAU's campus is already concentrated; however, as shown in the analysis below, the revised project would not result in new environmental impacts, substantially increase the severity of the previously identified environmental impacts, or require new mitigation measures, and no new information has emerged that would materially change the analyses or conclusions set forth in the original project. Therefore, as discussed in more detail below, the revised project would not change the analysis or conclusions reached in the EIR for the original project, nor would substantially greater impacts occur.

### 4.1 Land Use and Planning

The Final EIR determined that the original project would not physically divide an established community, resulting in no impact, or have a substantial impact upon the existing character of the vicinity, resulting in a less-than-significant impact within the study areas and at the project sites. Similarly, the Final EIR also determined that the original project, in combination with past, present, and reasonably foreseeable future projects in the vicinity, would not contribute considerably to a cumulative impact on land use. No mitigation measures were required by the Final EIR with respect to land use and planning.

As with the original project, the revised project would not physically divide an established community because AAU would accommodate its growth through the occupation and change of use of existing buildings for educational, student residential, or recreational purposes. Institutional uses would be consistent with the existing pattern of development or range of existing uses in the study areas, all of which exist in a dense urban context. In general, AAU residential and institutional uses would be consistent with the existing character and scale of development and range of existing uses in and around the vicinity of the study areas and project sites. There would be no new significant environmental effects or a substantial increase in the severity of previously identified impacts related to physically dividing an established community or the existing character of the vicinity. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding physically dividing an established community or the existing character of the vicinity, and no new mitigation is required.

Land use impacts are also considered to be significant if the project would conflict with any plan, policy, or regulation adopted for the purpose and avoiding or mitigating an environmental effect. The Final EIR for the original project determined that the project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for avoiding or mitigating an

environmental effect, resulting in a less-than-significant impact. As with the original project, the revised project would not conflict with any plan, policy, or regulation adopted for the purpose and avoiding or mitigating an environmental effect, as discussed below.

**1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street; 150 Hayes Street; 460 Townsend Street; and 121 Wisconsin Street**

Under the revised project, 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street; 150 Hayes Street; 460 Townsend Street; and 121 Wisconsin Street would be vacated by AAU, and any outstanding change of use or conditional use authorization applications associated with these sites would be withdrawn. Because each of these properties would be vacated under the revised project, there would be no potential for their uses to conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Any future changes of use or conditional use authorization applications would be subject to separate CEQA review. This impact would continue to be less than significant. No mitigation measures are necessary. There would be no new significant or substantially more severe impacts related to conflicts with applicable land use plans, policies, or regulations of an agency with jurisdiction over the project at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street, and 121 Wisconsin Street.

**1946 Van Ness Avenue (the Bakery)**

1946 Van Ness Avenue is located in an RC-4 (Residential-Commercial, High Density) zoning district. Previously issued building permits established the building use as retail and/or light manufacturing. As part of the revised project, AAU proposes to convert the property for a post-secondary educational institutional use, requiring a conditional use authorization (San Francisco Planning Code section 303) to change the planning code use category of the property. However, because the uses are conditional under the planning code, they would not conflict with the planning code. As discussed under Section 4.4 below, the proposed alterations at 1946 Van Ness Avenue are minor in scope and would not conflict with regulations and policies related to historic resources. Therefore, as with the original project, the revised project would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect, and this impact would continue to be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to conflict with applicable land use plans, policies, or regulations of an agency with jurisdiction over the project at 1946 Van Ness Avenue.

**1142 Van Ness Avenue (the Concordia Club)**

1142 Van Ness Avenue is located within an RC-4 (Residential-Commercial, High Density) zoning district. Previously issued building permits have established the building use as private community facility. Under the revised project, AAU proposes to use 1142 Van Ness for post-secondary educational institutional use, requiring a conditional use authorization (San Francisco Planning Code section 303) to change the planning code use category of the property. However, because the uses are conditional under the planning code, they would not conflict with the planning code. As discussed under Section 4.4 below, the proposed alterations at 1142 Van Ness Avenue are minor in scope and would not conflict with regulations and policies related to historic resources. Therefore, as with the original project, the revised project would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect, and this impact would continue to be less than significant. No

mitigation measures are necessary. There would be no new significant impacts related to conflict with applicable land use plans, policies, or regulations of an agency with jurisdiction over the project at 1142 Van Ness Avenue.

### **2550 Van Ness Avenue (the Da Vinci Hotel)**

2550 Van Ness Avenue straddles two zoning districts: RM- 3 (Residential-Mixed, Medium Density), and RC-3 (Residential-Commercial, Medium Density). Previously issued building permits have established the building use as a tourist hotel/motel. Under the revised project, AAU proposes to use 2550 Van Ness as 136 units (approximately 306 beds) of student housing, including replacement housing for students vacated from the existing building at 1055 Pine Street, requiring a change of use. This change of use would require a CU authorization (San Francisco Planning Code section 303) to change the planning code use category of the property. However, because the uses are conditional under the planning code, they would not conflict with the planning code. As discussed under Section 4.4 below, the proposed alterations at 2550 Van Ness Avenue are minor in scope and would not conflict with regulations and policies related to historic resources. Therefore, as with the original project, the revised project would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect, and this impact would continue to be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to conflict with applicable land use plans, policies, or regulations of an agency with jurisdiction over the project at 2550 Van Ness Avenue.

### **2801 Leavenworth Street (The Cannery)**

The original project analyzed AAU's proposed use of 133,675 square feet of this site as post-secondary educational institutional use to accommodate approximately 1,600 students and 18 faculty/staff per day. There are two classroom spaces on the first floor of this building, only one of which is currently in use. At 2801 Leavenworth Street, under the revised project, AAU would modify the application to retain retail or other active ground floor uses that would be physically accessible to members of the public during the normal retail hours of operation customary in the neighborhood. This proposed change would make the revised project more consistent with Northeastern Waterfront Plan policies that prefer office uses to be above the ground floor and for active ground-floor retail uses. As discussed under Section 4.4 below, the proposed ground floor change of use at 2801 Leavenworth are minor in scope and would not conflict with regulations and policies related to historic resources. Therefore, no conflict with plans or policies would result from this change and this impact would continue to be less than significant. No mitigation measures are necessary. There would be no new significant impacts and the revised project would not conflict with applicable land use plans, policies, or regulations of an agency with jurisdiction over the project at 2801 Leavenworth Street.

### **2225 Jerrold Avenue**

The original project analyzed AAU's proposed use as AAU office space, storage area for AAU bus operations, mechanical/janitorial functions, and other miscellaneous storage for AAU purposes, along with approximately 22,683 square feet for SFFD storage use. In addition, the original project analyzed the inclusion of an approximately 17,533 square-foot AAU basketball court and weight room for recreational purposes. Under the revised project, AAU would revise its change of use application to replace the initially proposed AAU recreational facilities with an approximately 15,084 square foot community facility that is open to the public and includes a multi-purpose recreation room and indoor and outdoor community



facility lounge spaces. This proposed change would provide for more active community uses and would not conflict with existing plans, policies, or regulations for the site. Therefore, this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts and the revised project would not conflict with applicable land use plans, policies, or regulations of an agency with jurisdiction over the project at 2225 Jerrold Avenue.

## **Conclusion**

The revised project would not change any of the Final EIR's findings with respect to land use and planning impacts. There is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2016), or changes to the project that would give rise to new significant environmental effects or a substantial increase in the severity of previously identified effects. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding conflicts with applicable land use plans, policies, or regulations, and no new mitigation is required. This analysis does not result in any different conclusions than those reached in the Final EIR related to land use and plans, either on a project-related or cumulative basis.

## **4.2 Aesthetics**

The Final EIR determined that the original project would not substantially affect scenic vistas or visual resources visible from publicly accessible areas in the study areas or at the project sites, would not substantially degrade the existing visual character or quality of the sites and their surroundings, and would not create a new source of substantial light or glare which would adversely affect day or nighttime views or which would substantially impact other people or properties, resulting in less-than-significant impacts within the study areas and at the project sites. Similarly, the Final EIR determined that implementation of the original project, in combination with other past, present, and reasonably foreseeable future projects would not result in a cumulatively considerable contribution to a significant aesthetic impact. No mitigation measures were required with respect to aesthetics. The revised project would not change any of these findings, as further discussed below.

### **1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street; 150 Hayes Street; 460 Townsend Street; and 121 Wisconsin Street**

Under the revised project, AAU would vacate 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street; 150 Hayes Street; 460 Townsend Street; and 121 Wisconsin Street. AAU would not make any interior or exterior modifications to these buildings and the change of use applications would be withdrawn, resulting in no additions or changes to the roofline or height and bulk of these buildings. Any future modifications or changes of use at these sites would be subject to separate CEQA review.

Therefore, because no modifications at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street, and 121 Wisconsin Street would occur, the revised project at these locations would not result in a substantial adverse impact on a scenic vista or visual resource, would not result in a demonstrable negative change, disrupt the existing visual character within the vicinity of the project site, or have a substantial impact on existing scenic vistas, and would not create a new source of substantial light or glare that would adversely affect day or nighttime views at the project site or that would substantially impact other people or properties. There would be no impact. No mitigation measures are necessary. There would be no new

significant impacts related to aesthetics at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street, and 121 Wisconsin Street. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding aesthetics, and no new mitigation is required.

### **1946 Van Ness Avenue (the Bakery)**

Under the revised project, AAU proposes to convert 1946 Van Ness Avenue for a post-secondary educational institutional use. The conversion for post-secondary educational institutional use would require minor modifications to the base building core and shell to bring the building into compliance with current life safety codes. Aesthetic improvements would include replacement of existing boarded storefronts with aluminum storefronts in the openings of both the west façade facing Van Ness and the North façade facing Jackson Street. On the upper floors, broken or missing windows would be replaced with clear glazing. All improvements would be compatible with the existing character defining features of the building, and would generally improve the visual character of the building.

Interior improvements would be related to the conversion of the building for post-secondary educational institutional use. More specifically, the space would be divided to accommodate a number of vocational rooms, or classrooms, to serve AAU's Industrial Design and Auto Restoration Programs, including an auto display and instructional work space. Sign proposals, floor plans and property improvements necessary for the change of use would be submitted with the Master CU application. Because the revised project would be limited to interior improvements associated with the change of use and exterior improvements designed to bring the building into compliance with safety codes and to improve its accessibility and appearance, the revised project would not result in any major additions or changes to the roofline or height and bulk of the building. There would be minimal changes to the existing lighting and changes would be limited to the replacement of existing broken, worn out, or unsafe fixtures in the interior of the building. Additionally, any installation of signs would be required to comply with the planning code. 1946 Van Ness Avenue is in a RC-4 (Residential-Commercial, High Density) zoning district and, as such, any sign installation would be required to comply with San Francisco Planning Code Article 6, Section 607.1, for signs placed in Residential-Commercial districts. Section 607.1 contains regulations designed to limit sign height, location, size, projection, and illumination controls.

Should any exterior lighting be installed in addition to what already exists, building lighting would be angled towards building surfaces for aesthetic purposes and/or to illuminate signs. Additionally, the revised project would comply with Planning Commission Resolution 9212, which prohibits the use of mirrored or reflective glass. Furthermore, because 1946 Van Ness Avenue is located in a lighted, urban area, the addition of exterior lighting as a result of the revised project would not substantially increase ambient lighting. Because the revised project would comply with Planning Commission Resolution 9212 and would minimally change the amount of lighting on site, light and glare impacts would not be expected to have a substantial, demonstrable negative aesthetic impact.

Therefore, because modifications at 1946 Van Ness Avenue would include interior improvements associated with the change of use and exterior improvements that would be consistent with the existing historic character of the building, the revised project at 1946 Van Ness Avenue would not result in a substantial adverse impact on a scenic vista or visual resource, would not result in a demonstrable negative change, disrupt the existing visual character within the vicinity of the project site, or have a substantial impact on existing scenic vistas, and would not create a new source of substantial light or glare that would

adversely affect day or nighttime views at the project site or that would substantially impact other people or properties. These impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to aesthetics at 1946 Van Ness Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding aesthetics, and no new mitigation is required.

#### **1142 Van Ness Avenue (the Concordia Club)**

Under the revised project, AAU proposes to convert 1142 Van Ness Avenue for a post-secondary educational institutional use. No physical improvements are proposed at 1142 Van Ness Avenue for the change of use, as the current configuration supports educational, office, and as-needed event hosting space. Sign proposals, floor plans and property improvements necessary for the change of use would be submitted with the Master CU application. Because the revised project would be limited to exterior signage, the revised project would not result in any major additions or changes to the roofline or height and bulk of the building. There would be minimal changes to the existing lighting and changes would be limited to the replacement of existing broken, worn out, or unsafe fixtures in the interior of the building. Additionally, any installation of signs would be required to comply with the planning code. 1142 Van Ness Avenue is located in a RC-4 (Residential-Commercial, High Density) zoning district and, as such, any sign installation would have to comply with San Francisco Planning Code Article 6, Section 607.1, for signs placed in Residential-Commercial districts. Section 607.1 contains regulations designed to limit sign height, location, size, projection, and illumination controls.

Should any exterior lighting be installed in addition to what already exists, building lighting would be angled towards building surfaces for aesthetic purposes and/or to illuminate signs. Additionally, the revised project would comply with Planning Commission Resolution 9212, which prohibits the use of mirrored or reflective glass. Furthermore, because 1142 Van Ness Avenue is located in a lighted, urban area, the addition of exterior lighting as a result of the revised project would not substantially increase ambient lighting. Because the revised project would comply with Planning Commission Resolution 9212 and would minimally change the amount of lighting on site, light and glare impacts would not be expected to have a substantial, demonstrable negative aesthetic impact.

Therefore, because no physical modifications are proposed at 1142 Van Ness Avenue beyond new furnishing, signage, and lighting, the revised project at 1142 Van Ness Avenue would not result in a substantial adverse impact on a scenic vista or visual resource, would not result in a demonstrable negative change, disrupt the existing visual character within the vicinity of the project site, or have a substantial impact on existing scenic vistas, and would not create a new source of substantial light or glare that would adversely affect day or nighttime views at the project site or that would substantially impact other people or properties. These impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to aesthetics at 1142 Van Ness Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding aesthetics, and no new mitigation is required.

#### **2550 Van Ness Avenue (the Da Vinci Hotel)**

Under the revised project, AAU proposes to use 2550 Van Ness Avenue (the Da Vinci Hotel) as 136 units (approximately 306 beds) of student housing, including replacement housing for students vacated from the existing building at 1055 Pine Street. Sign proposals, floor plans and property improvements necessary for

the change of use would be submitted with the Master CU application. This would require a change of use approval. The only interior changes at the property would be replacing hotel furnishings with dormitory furnishings. Because the revised project would be limited to interior improvements associated with the change of use and exterior signage, the revised project would not result in any major additions or changes to the roofline or height and bulk of the building. There would be minimal changes to the existing lighting and changes would be limited to the replacement of existing broken, worn out, or unsafe fixtures in the interior of the building. Additionally, any installation of signs would be required to comply with the planning code. 2550 Van Ness Avenue is located in two zoning districts, RM-3 (Residential-Mixed, Medium Density), and RC-3 (Residential-Commercial, Medium Density) and, as such, any sign installation would have to comply with San Francisco Planning Code Article 6, Section 606 and Section 607.1, for signs placed in Residential-Mixed and Residential-Commercial districts. Section 606 and Section 607.1 contains regulations designed to limit sign height, location, size, projection, and illumination controls.

Should any exterior lighting be installed in addition to what already exists, building lighting would be angled towards building surfaces for aesthetic purposes and/or to illuminate signs. Additionally, the revised project would comply with Planning Commission Resolution 9212, which prohibits the use of mirrored or reflective glass. Furthermore, because 2550 Van Ness Avenue is located in a lighted, urban area, the addition of exterior lighting as a result of the revised project would not substantially increase ambient lighting. Because the revised project would comply with Planning Commission Resolution 9212 and would minimally change the amount of lighting on site, light and glare impacts would not be expected to have a substantial, demonstrable negative aesthetic impact.

Therefore, because modifications at 2550 Van Ness Avenue would include minor interior improvements associated with the change of use and exterior signage, the revised project at 2550 Van Ness Avenue would not result in a substantial adverse impact on a scenic vista or visual resource, would not result in a demonstrable negative change, disrupt the existing visual character within the vicinity of the project site, or have a substantial impact on existing scenic vistas, and would not create a new source of substantial light or glare that would adversely affect day or nighttime views at the project site or that would substantially impact other people or properties. These impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to aesthetics at 2550 Van Ness Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding aesthetics, and no new mitigation is required.

### **2801 Leavenworth Street (the Cannery)**

2801 Leavenworth Street has an Article 10 rating as a "Structure of Merit" and a Planning Department Historic Resource Status of "A" (Known Historic Resource) and is therefore considered a visual resource. The closest visual resources to 2801 Leavenworth Street are the San Francisco Bay and shoreline, which are not visible from any ground level public viewing areas in the immediate vicinity of the building.

The revised project would modify the application for 2801 Leavenworth Street to retain retail or other active ground floor uses that would be physically accessible to members of the public during the normal retail hours of operation customary in the neighborhood. Retail uses could include AAU art galleries with space for rotating art exhibitions and fine art sales. Because the revised project would be limited to interior improvements associated with the proposal, the revised project would not result in any major additions or changes to the roofline, height, and bulk of the building, or exterior modifications to the building. There would be minimal changes to the existing lighting and changes would be limited to installation of

temporary partitions and the replacement of existing broken, worn out, or unsafe fixtures in the interior of the building.

Therefore, because modifications at 2801 Leavenworth Street would include only interior changes resulting from the proposal, the revised project at 2801 Leavenworth Street would not result in a substantial adverse impact on a scenic vista or visual resource, would not result in a demonstrable negative change, disrupt the existing visual character within the vicinity of the project site, or have a substantial impact on existing scenic vistas, and would not create a new source of substantial light or glare that would adversely affect day or nighttime views at the project site or that would substantially impact other people or properties. These impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to aesthetics at 2801 Leavenworth Street. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding aesthetics, and no new mitigation is required.

### **2225 Jerrold Avenue**

2225 Jerrold Avenue is one of the project sites identified in the Final EIR that received a project-level analysis. 2225 Jerrold Avenue is in the Bayview Hunters Point neighborhood in a heavy industrial area. The flat project site contains a warehouse and parking facilities in the front and rear of the warehouse. The area immediately surrounding the project site is visually defined by light industrial, one to two-story warehouses and open storage yards. The project site is not a historical resource.

The original project analyzed AAU's proposed use as AAU office space, storage area for AAU bus operations, mechanical/janitorial functions, and other miscellaneous storage for AAU purposes, along with approximately 22,683 square feet for SFFD storage use. In addition, the original project analyzed the inclusion of an approximately 17,533 square-foot AAU basketball court and weight room for recreational purposes. Under the revised project, AAU will revise its change of use application to replace the initially proposed AAU recreational facilities with an approximately 15,084 square foot community facility that is open to the public and includes a multi-purpose recreation room and indoor and outdoor community facility lounge spaces.

Because the revised project would be limited to interior improvements associated with the proposal, the revised project would not result in any substantial additions or changes to the roofline, height, and bulk of the building, or exterior modifications to the building. There would be minimal exterior modifications related to safe pedestrian and bicycle infrastructure to provide access to amenities and the community facility uses in the building. However, these exterior changes would not result in a substantial adverse impact on a scenic vista or visual resource, would not result in a demonstrable negative change, disrupt the existing visual character within the vicinity of the project site, or have a substantial impact on existing scenic vistas, and would not create a new source of substantial light or glare that would adversely affect day or nighttime views at the project site or that would substantially impact other people or properties. These impacts would be less than significant. No mitigation measures are necessary. There would therefore be no new significant impacts related to aesthetics at 2225 Jerrold Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding aesthetics, and no new mitigation is required.

## Conclusion

The revised project would not change any of the Final EIR's findings with respect to aesthetics impacts. There is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2016), or changes to the project that would give rise to new significant environmental effects or a substantial increase in the severity of previously identified effects. Therefore, the revised project would not result in a substantial adverse impact on a scenic vista or visual resource, would not result in a demonstrable negative change, disrupt the existing visual character within the vicinity of the project site, or have a substantial impact on existing scenic vistas, and would not create a new source of substantial light or glare that would adversely affect day or nighttime views at the project site or that would substantially impact other people or properties, and these impacts would be less than significant. This analysis does not result in any different conclusions than those reached in the original project EIR related to aesthetics, either on a project-related or cumulative basis.

### 4.3 Population, Housing, and Employment

The Final EIR determined that the original project would not induce substantial population growth in an area, either directly or indirectly, resulting in a less-than-significant impact within the study areas and at the project sites. However, the original project was determined to result in a significant and unavoidable impact in the study areas and at the project sites through displacement of substantial numbers of people, or existing housing units, or through the creation of demand for additional housing, necessitating the construction of replacement housing elsewhere. No mitigation measures were required.

As discussed in Section 2.1, the original project analyzed a projected on-site (full-time and part-time students taking at least one course in San Francisco) enrollment of 17,282 students by 2020, which represented an increase of 5 percent per year, starting with a 2010 on-site enrollment of 11,182. This projected enrollment would represent an increase of 6,100 students between 2010 and 2020. Actual enrollment is significantly lower than would have occurred under the Final EIR's assumed rate of growth. Based on the rate of growth assumed under the original project, on-site enrollment would have been 16,062 students in 2018. Actual on-site enrollment in fall 2018 was 6,710 students. Thus, actual enrollment is less than 50 percent of the projected enrollment analyzed in the Final EIR. Table 3 provides additional information on projected versus actual enrollment.

The original project studied an additional 400 beds of student housing, resulting in a total future capacity of 2,210 beds. As noted above under Student Enrollment, AAU currently operates approximately 1,810 beds in its student housing. Based on recent enrollment trends, the revised project includes an assumed growth rate of approximately 3 percent per year through 2022. Under the revised project, the relocation of student housing from 1055 Pine (155 beds) to 2550 Van Ness (306 beds) would result in an increase of 151 beds. However, with the removal of 168 Bluxome Street, which currently provides 219 beds, the revised project would result in a net increase of approximately 29 beds for a total capacity of approximately 1,839 beds.

### Population Growth

Due to the substantial decrease in projected enrollment, all potential population impacts under the revised project would be less than the impacts analyzed in the Final EIR. None of the changes of use or permit withdrawals at the project sites would affect the projected AAU enrollment or contribute to population or

job growth beyond what was analyzed in the Final EIR. The growth in population and jobs that would result from the revised project have been anticipated and accommodated by local and regional plans, as specified in the Final EIR. Therefore, the revised project would not be expected to induce substantial population or employment growth, either directly or indirectly, and this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to population growth at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding population growth, and no new mitigation is required.

## **Housing Demand**

Impacts under the revised project would be less than those described for the original project due to the decreases in existing and projected enrollment as compared to that analyzed in the Final EIR. The Final EIR determined that the original project would result in approximately 5,400 new residents to the city, creating substantial demand of approximately 2,203 units of housing in San Francisco. The relocation of student housing from 1055 Pine (155 beds) to 2550 Van Ness (306 beds) would result in a net increase of 151 beds; however, AAU would also withdraw from 168 Bluxome Street, which currently provides 219 beds. Ultimately, the revised project would result in a net increase of 29 beds for a total capacity of 1,839 beds, which would help reduce the revised project's impact on housing.

As described above under section 2.2.1, the following commitments (implemented either by limiting enrollment or developing new code-compliant student housing, including any required CEQA review) will be documented in the Development Agreement regarding the provision of student housing in the future, subject to the process described in the Development Agreement for deferring these increases if occupancy rates do not support them:

- By July 1, 2022, AAU will house in San Francisco at least 36 percent of its full-time students taking up to one class online; and
- By July 1, 2023, AAU will house in San Francisco at least 38 percent of its full-time students taking no more than one class online.

After July 1, 2023, the Academy will use good faith efforts to house in San Francisco at least 45 percent of its full-time students taking no more than one class online. The revised project would result in a net increase of 29 beds for a total capacity of 1,839 beds for student housing. As a result, despite the commitments by AAU to provide housing for its on-campus students, as described above, the revised project's impact upon housing would remain significant and unavoidable as determined by the EIR. The revised project would continue to create a substantial demand for additional housing, although the demand would be less than what was analyzed in the Final EIR due to the decreases in existing and projected enrollment. As with the original project, the addition of residential uses to sufficiently mitigate this impact or reduction of institutional growth sufficient to avoid any increase in housing demand would fundamentally alter the revised project. As a result, there is no feasible mitigation for this impact. Therefore, as with the original project, the revised project's impact on housing demand would be significant and unavoidable. The revised project would not change the conclusions reached in the Final EIR regarding housing demand.

## **Displacement**

Business displacement would not occur at 1055 Pine Street or 1069 Pine Street, or at 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 150 Hayes, 460 Townsend, and 121 Wisconsin, because any existing

AAU employees at these locations would be transferred to a different AAU location within San Francisco. The revised project would change the use at 1946 Van Ness Avenue, 1142 Van Ness Avenue, and 2550 Van Ness Avenue. However, the building at 1946 Van Ness is currently vacant and no existing businesses would be displaced; and there are no existing businesses at 1142 Van Ness. 2550 Van Ness Avenue is currently used as a tourist hotel, so an existing business would be displaced when AAU occupies this site. However, the number of employees displaced at this location would not be substantial, and these employees would be expected to locate similar work elsewhere in San Francisco. At 2801 Leavenworth Street, the revised project would modify the application to retain retail or other active ground floor uses; no businesses would be displaced, as the space that AAU would occupy is currently vacant. Therefore, as with the original project, implementation of the revised project at these locations would not displace a substantial number of people or businesses, and this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to displacement at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding displacement, and no new mitigation is required.

## **Conclusion**

Although the revised project would still result in a significant and unavoidable impact with regard to a substantial demand for housing, it would not change any of the Final EIR's findings with respect to population, housing, and employment impacts. As discussed above, there is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2010), or changes to the project that would give rise to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. This analysis does not result in any different conclusions than those reached in the Final EIR related to population, housing, and employment, either on a project-related or cumulative basis.

## **4.4 Cultural and Paleontological Resources**

The Final EIR concluded that the original project would not result in a substantial adverse change in the significance of historical resources either within the study areas or at the project sites. The Final EIR also determined that the original project would not cause a substantial adverse change in the significance of archaeological resources and human remains at the project level; and could cause a substantial adverse change in the significance of archaeological resources and human remains within the study areas and at the project sites with implementation of a Mitigation Measure M-CP-2.1 that would require preparation of project-specific preliminary archeological assessments for future projects involving soils-disturbing or soils-improving activities. The Final EIR also determined that the original project would not directly or indirectly destroy a unique paleontological resource or site or unique geological feature. Furthermore, the Final EIR determined that the original project would not result in a cumulatively considerable contribution to a significant cumulative historical, archaeological, or paleontological resources impact, or to a significant cumulative disturbance of human remains. The revised project would not change any of these findings, as further discussed below.

### **1055 Pine Street and 1069 Pine Street**

1055 Pine Street and 1069 Pine Street were not among the six project sites analyzed for project-level growth in the Final EIR nor are they located within one of the 12 study areas analyzed for program-level growth. Thus, the Final EIR did not consider project activities at these two sites with regards to cultural and



paleontological resource impacts. 1055 Pine Street and 1069 Pine Street were analyzed in the ESTM, which, as noted above, was prepared by the city to assess any potential effects that resulted from previous unauthorized changes of uses and/or appearance at AAU's 34 existing sites and to discuss the required legalization approvals for these sites.

Under the revised project, AAU would vacate the six-story building at 1055 Pine Street and the one-story building at 1069 Pine Street. The 155 beds currently provided at 1055 Pine Street would be relocated to the Da Vinci Hotel at 2550 Van Ness Avenue (see discussion below). The 1069 Pine Street building contains a small gymnasium which would be relocated to an existing, similarly-sized gymnasium at 1142 Van Ness Avenue (the site of the former Concordia Club). Future uses at 1055 Pine Street and 1069 Pine Street are unknown at this time; however, changes of use and/or physical modifications at both buildings would be subject to all applicable San Francisco codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed.

### **Historical Resources**

1055 Pine Street is a six-story, Classical Revival-style building constructed in 1910 as a hospital facility. According to the planning department's online Property Information Map,<sup>14</sup> 1055 Pine Street was determined to be eligible for listing in the National Register of Historic Places in 2002 through the Section 106 review process. This determination was concurred with by the California State Historic Preservation Officer, and the building is listed in the California Register of Historical Resources (CRHR). Thus 1055 Pine Street qualifies as a historical resource for the purposes of CEQA review.

1069 Pine Street is a one-story, rectangular plan commercial building constructed in 1921. A Historic Resource Evaluation (HRE) Part 1 completed in May 2016 by SWCA Environmental Consultants recommended that 1069 Pine Street does not appear to be eligible for listing in the CRHR under any criterion, and this was finalized in the ESTM. Thus, 1069 Pine Street does not qualify as a historical resource for the purposes of CEQA review. Furthermore, the project site is not located within a CRHR-listed or – eligible historic district, such that new construction in the location of 1069 Pine Street would not have the potential to cause an impact to historic districts.

As noted, with vacation of the buildings at 1055 Pine Street and 1069 Pine Street, their future disposition is unknown. As stated in the Final EIR, future activities related to the implementation of the project that involve alterations to CEQA historical resources would undergo project-specific environmental review, as administered by the planning department. If required, modifications would be analyzed for adherence to the *Secretary of the Interior's Standards for Rehabilitation* (Secretary's Standards),<sup>15</sup> and prior to the issuance of building permits, the revised project would be subject to standard CEQA review procedures for historical resources.<sup>16</sup> For the purposes of the present analysis, the revised project to vacate 1055 Pine Street would not involve physical changes to the building's character-defining features. 1069 Pine Street is not considered a historic resource, and thus the revised project at 1055 Pine Street and 1069 Pine Street would

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<sup>14</sup> San Francisco Planning Department *Property Information Map*, available online at: <http://propertymap.sfplanning.org/>. Accessed March 8, 2018.

<sup>15</sup> The Secretary of the Interior's *Standards for the Treatment of Historic Properties* are used by federal and state agencies, local governments, organizations and individuals in making decisions about the identification, evaluation, registration and treatment of historic properties.

<sup>16</sup> The building permit application and full plans for 1055 Pine Street were filed on February 2, 2018 (BPA 201802020222).

not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to historical resources. No new mitigation is required.

***Archaeological Resources, Paleontological Resources, and Human Remains***

As the revised project would not involve any ground disturbing activities at 1055 Pine Street and 1069 Pine Street that were not analyzed in the Final EIR, the revised project would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to archaeological resources, paleontological resources, and human remains. No new mitigation is required.

**700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street, and 121 Wisconsin Street**

700 Montgomery Street, 150 Hayes Street, and 121 Wisconsin Street were among the six project sites that received project-level analysis in the Final EIR. The 700 Montgomery Street project described in the Final EIR involved the conversion of the site to accommodate classroom, office, and restaurant space. The original project also proposed new signage at the Washington Street and Montgomery Street façades and interior tenant improvements, including interior construction and system upgrades. The 150 Hayes Street project described in the Final EIR involved the conversion of the site to accommodate offices for AAU use, potential classroom space, and parking; new signage for the site was also analyzed. The 121 Wisconsin Street project described in the Final EIR involved changes to accommodate the use of the site as a bus storage yard, lounge, office, restroom, and storage space; at full occupancy, the site would accommodate approximately two staff in the trailers and 30 shuttle buses.

While 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, and 460 Townsend Street were included in the ESTM, only the legalization of previous changes in use or appearance at these sites was considered in the Final EIR. Thus, the Final EIR did not consider project activities at 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, and 460 Townsend Street with regards to cultural and paleontological resource impacts.

As part of the revised project, AAU would vacate the building at 700 Montgomery Street and would withdraw the active CU and Certificate of Appropriateness applications associated with the property. AAU would also vacate the buildings at 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes, 460 Townsend Street, and 121 Wisconsin Street and would withdraw any respective CU and change of use applications associated with the properties.

***Historical Resources***

700 Montgomery Street, a three-story Classical Revival-style building, was constructed in 1904–1905 as the Columbus Savings Bank. The building was designated as city Landmark #212 under Article 10 of the planning code. Additionally, the building is listed as a contributor to the Jackson Square Historic District, which is listed under Article 10 and in the National Register of Historic Places (NRHP) and CRHR. For these reasons, 700 Montgomery Street qualifies as a historical resource for the purposes of CEQA review. The Final EIR reported that the Planning Department prepared a Historic Resource Evaluation Response (HRER) for the proposed project, which determined that the exterior signage and interior improvements would adhere to the Secretary's Standards and thus would have a less-than-significant impact on 700 Montgomery Street and the Jackson Square Historic District for the purposes of CEQA review. No mitigation measures were incorporated.

150 Hayes Street is the former American Automobile Association building that was constructed in 1959. The six-story, rectangular-plan, concrete-framed building features glass and metal spandrel curtain walls on the front façade and metal curtain walls on the remainder. A historic resource evaluation was conducted for the site in compliance with the National Historic Preservation Act of 1966 and determined that 150 Hayes Street is not a historical resource and not eligible for listing in the NRHP and CRHR. Because the site is not a historical resource for the purposes of CEQA and because the proposed project involved a change of use and exterior modifications were limited, the Final EIR determined that the project would not have a significant impact historical resources.

121 Wisconsin Street is used as a bus parking lot. Two trailers and a small shed, all less than 50 years old, are present on-site and none hold or merit local, state, or federal designation as a historical resource. Therefore, 121 Wisconsin Street is not a historical resource under CEQA and the project would have no impact on historical resources.

2295 Taylor Street is a two-story, Mission Revival-style, concrete building constructed in 1919 as an automobile garage. 2295 Taylor Street was documented at the reconnaissance level in the c.1980s North Beach Survey and identified as a contributor to the North Beach Historic District. However, the building does not appear to have received a comprehensive historic resource evaluation at that time. The ESTM considered the CRHR eligibility of 2295 Taylor Street and determined that the building does not retain integrity, as many of its original character-defining features have been removed. Consequently, the ESTM determined that 2295 Taylor Street does not appear to be eligible for listing in the CRHR under any criterion. Thus, 2295 Taylor Street does not qualify as a historical resource for the purposes of CEQA review.

2340 Stockton Street is a three-story, modern-style building designed by the architectural firm Wurster, Bernardi, and Emmons and constructed in 1970 to provide administrative facilities for the Otis Elevator Company. As described in the ESTM, 2340 Stockton Street has not been listed in, or found eligible for listing in, any historical register. An HRE Part 1 completed in May 2016 by SWCA Environmental Consultants found that 2340 Stockton Street does not appear to be eligible for listing in the CRHR under any criterion, and this determination was finalized in the ESTM. Thus, 2340 Stockton Street does not qualify as a historical resource for the purposes of CEQA review.

168 Bluxome Street is currently used for student housing. The university has leased 61 units at 168 Bluxome for use as student housing for approximately 219 students. This property contains live/work lofts. Each unit features a private kitchen and bath. The building has a Manager's office, a recreation room and a study room. 168 Bluxome Street was surveyed in the adopted South of Market Area historic Resource Survey and found to not be a historical resource.

460 Townsend Street is a two-story, rectangular warehouse building constructed in 1915 that was used as a wholesale facility prior to AAU's occupation in 2009. After AAU moved into the building, the site was used for classrooms, labs, studios, offices, and student and faculty lounges. 460 Townsend Street is a relatively modest industrial warehouse property and one of a number of similar properties in the neighborhood. As a result, the property does not appear individually eligible for the CRHR. However, the site was previously found to be a contributor to the locally eligible Bluxome and Townsend Warehouse Historic District identified in the adopted South of Market Area Historic Resource Survey. At the local level, the property derives its significance as part of a cohesive grouping of related industrial/warehouse buildings in the area. As the building still exhibits many of the features that convey the significance of the

district, the property retains sufficient historic integrity. Thus, for the purposes of CEQA, 460 Townsend Street is considered a historical resource.

Because no physical alterations of 700 Montgomery Street and 460 Townsend Street or their immediate surroundings would occur under the revised project and AAU would withdraw its use of these sites, the revised project would not cause impacts on the characteristics that qualify 700 Montgomery Street for listing as an Article 10 city landmark or impair the historic resource status of the Jackson Square Historic District. Similarly, the revised project would not cause impacts on the characteristics that qualify 460 Townsend Street as a contributor to a locally eligible historic district. Therefore, the revised project scope at 700 Montgomery Street and 460 Townsend Street would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to historical resources.

Because no physical alterations of 2295 Taylor Street, 2340 Stockton Street, 150 Hayes Street, 168 Bluxome, and 121 Wisconsin Street or these properties' immediate surroundings would occur under the revised project and AAU would withdraw its use of these sites, and because these properties are not historical resources under CEQA, the revised project at 2295 Taylor Street, 2340 Stockton Street, 150 Hayes Street, 168 Bluxome, and 121 Wisconsin Street would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to historical resources. No new mitigation is required.

#### ***Archaeological Resources, Paleontological Resources, and Human Remains***

As the revised project would not involve any ground disturbing activities at 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome, 150 Hayes, 460 Townsend, and 121 Wisconsin that were not analyzed in the Final EIR, the revised project scope at the three project sites would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to archaeological resources, paleontological resources, and human remains.

#### **1946 Van Ness Avenue (the Bakery)**

The original project did not include any project-level activities at 1946 Van Ness Avenue, nor is the building located within one of the 12 study areas. Thus, the Final EIR did not consider project activities at 1946 Van Ness Avenue in program-level or project-level analysis with regards to cultural and paleontological resource impacts.

As part of the revised project, 1946 Van Ness Avenue would be converted for post-secondary educational institutional use. The proposed scope of work includes installation of new aluminum storefronts with tempered glass in the existing openings for both the Van Ness Avenue and Jackson Street facades. On the upper floors, broken or missing windows would be repaired or replaced, as appropriate, to match existing glazing. Further repair includes the in-kind replacement of doors on Jackson Street, restoration of prior window replacements with windows to match in material and design, and removal of mechanical features, such as ventilation flues, and general maintenance of the property. Improvements to the 1946 Van Ness Avenue property would be consistent with the Secretary's Standards. Interior alterations include the construction of partition walls, introduction of new sanitary facilities, construction of interior stairs, and other tenant improvements to support its institutional use.

## **Historical Resources**

1946 Van Ness Avenue is a three-story building constructed in 1920 by the firm MacDonald and Kahn, an engineering and contracting firm, for Leon Lewin, a coffee importer. The building originally housed the California-Oakland Motor Company, an automobile dealership. In 1938, the building was converted for use as the Ahrens Bakery, which it housed until the 1980s. 1946 Van Ness Avenue was documented via Department of Parks and Recreation forms in 2010 as part of the Automotive Support Structures Survey conducted by William Kostura. The 2010 recordation determined that 1946 Van Ness Avenue appears eligible for listing in the CRHR under Criterion 3 (Architecture). The San Francisco Historic Preservation Commission adopted the findings of the Automotive Support Structures Survey; thus 1946 Van Ness Avenue qualifies as a historical resource for the purposes of CEQA review.

The reinforced concrete building is three stories in height and clad in scored stucco to resemble masonry. The building derives its architectural expression from the rhythm and proportions of its bays, the skeletal treatment of the upper stories, and its details and texturing, with a ground story featuring a storefront system along Van Ness Avenue and the northwest corner of Jackson Street capped by a simple cornice. The upper floors feature window bays with a three-by-three grid of steel windows, each featuring three-over-three mullion divisions. Analysis by William Kostura in 2010 found that the property is significant under Criterion 3 (Architecture), as a notable example of reinforced concrete construction by MacDonald and Kahn, an important firm of engineers and contractors.<sup>17</sup> 1946-1960 Van Ness is the surviving building that best exemplifies Kahn's architectural philosophy of uniting utility with beauty through clarity of expression and a restrained use of ornament. The period of significance for the property is 1920, the date of construction.

The character defining features of this building are its height and width, its scored stucco surface, all of its industrial steel sash windows, the parapet, the cornices at the base of the parapet and at the second floor level, the molding and piers that frame the bays, the storefront windows with their frames in the first story, and the wooden vehicle entrance doors on the Jackson Street side of the building. No interior features were found to be significant.

As described above, the revised project is anticipated to include installation of new matte powder coat or similar finish aluminum storefronts with tempered glass in the existing openings for both the Van Ness and Jackson Street facades. On the upper floors, broken or missing windows would be replaced with clear glazing to match existing glazing. Further repair includes restoration of prior window replacements with windows to match in material and design, removal of mechanical features, such as ventilation flues, and general maintenance of the property. The wooden vehicle entrance doors on Jackson Street would be replaced in kind. The revised project would be fully in compliance with the Secretary's Standards, as all work would be restorative in nature and preserve the greatest amount of historic fabric as possible.<sup>18</sup> As such, the revised project would not have the potential to affect any adjacent known historic resources. Physical alterations at 1946 Van Ness Avenue would be in compliance with the Secretary's Standards and

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<sup>17</sup> Kostura, William. 2010. "1946-1960 Van Ness Avenue." State of California Department of Parks and Recreation Primary Record and Building, Structure, and Object Record. *Van Ness Auto Row Support Structures*. San Francisco: San Francisco Department of City Planning.

<sup>18</sup> San Francisco Planning Department, *Preservation Team Review Form for 1946 Van Ness Avenue*, February 22, 2018.

would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to historical resources. No new mitigation is required.

### ***Archaeological Resources, Paleontological Resources, and Human Remains***

As the revised project would not involve any ground disturbing activities at 1946 Van Ness Avenue that were not analyzed in the Final EIR, the project scope proposed at 1946 Van Ness Avenue would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to archaeological resources, paleontological resources, and human remains. No new mitigation is required.

### **1142 Van Ness Avenue (the Concordia Club)**

The Final EIR did not propose any project activities at 1142 Van Ness Avenue. The building, however, is located within SA-3, one of the 12 study areas analyzed for program-level growth. The Final EIR proposed a change of use for buildings within SA-3 to provide up to approximately 400 beds of student housing. The Final EIR did not identify specific buildings within the study areas where project-related activities would occur, and thus did not determine specific impacts on cultural and paleontological resources within SA-3. Rather, the Final EIR assumed that the building(s) selected for change in use under the proposed project would undergo tenant improvements, such as interior construction, systems upgrades, and exterior signage, in addition to possible scopes of work such as seismic strengthening, window and lighting replacement, and the installation of exterior awnings and lighting, and analyzed the general effects associated with these types of improvements.

As part of the revised project, 1142 Van Ness Avenue would be converted for post-secondary educational institutional use. Physical improvements at 1142 Van Ness Avenue to accommodate the change of use include gate and door replacements, security camera relocation, and the installation of new signage. The proposed alterations would be fully compliant with the Secretary's Standards.

### ***Historical Resources***

1142 Van Ness Avenue is a three-story, Classical Revival-style building constructed in 1909 and characterized by a two-part façade composition. At the primary (Van Ness) façade, the upper two stories feature three rounded windows flanked by projecting piers at the corners of the building. 1142 Van Ness Avenue is identified as a "significant building" in the Van Ness Area Plan, which qualifies it as a historical resource for the purposes of CEQA review.

The Final EIR reported that the city prepared an HRER for program-level growth in 2013 that determined the proposed project would not result in substantial adverse change to historical resources within SA-3. The Final EIR stated that the proposed program-level activities constitute scopes of work that would involve minimal impacts on the significant architectural features of identified historical resources, and thus the project would have a low potential of materially impairing the character-defining features of any historical resource within Study Area-3. Physical alterations at 1142 Van Ness Avenue would be limited to the installation of new signage, requiring standard city review procedures, and would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to historical resources. No new mitigation is required.

### ***Archaeological Resources, Paleontological Resources, and Human Remains***

The Final EIR determined that the original project had the potential to cause a significant impact on archaeological resources and human remains within the study areas and at the project sites, because specific future project activities associated with the change of use of AAU buildings within the 12 study areas were not known. The Final EIR specified that the incorporation of Mitigation Measure M-CP-2.1, requiring a project-specific preliminary archaeological assessment for individual project components involving ground-disturbing activities within the 12 studies areas, would ensure the project's impact on archaeological resources and human would be less-than-significant level. Furthermore, the Final EIR stated that it was not anticipated that the original project would involve more than minor excavation (no soil disturbance lower than 10 feet below ground surface). As a result, the Final EIR concluded that proposed project activities in the 12 study areas would result in a less-than-significant impact on paleontological resources. No mitigation measures were incorporated for impacts on paleontological resources.

As the revised project would not involve any ground disturbing activities at 1142 Van Ness Avenue that were not analyzed in the Final EIR, the project scope proposed at 1142 Van Ness Avenue would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to archaeological resources, paleontological resources, and human remains. Additionally, as no ground disturbing activities are proposed, the revised project would not require the application of Mitigation Measure M-CP-2.1. No new mitigation is required.

#### **2550 Van Ness Avenue (the Da Vinci Hotel)**

The Final EIR did not propose any project activities at 2550 Van Ness Avenue. The building, however, is located within SA-2, one of the 12 study areas analyzed for program-level growth. The Final EIR proposed a change of use for buildings within SA-2 to provide up to approximately 400 beds of student housing. The Final EIR did not identify specific buildings where specific project-related activities would occur, and thus did not determine specific impacts on cultural and paleontological resources within SA-2. Rather, the Final EIR assumed that the building(s) selected for change in use under the proposed project would undergo tenant improvements, such as interior construction, systems upgrades, and exterior signage, in addition to possible scopes of work such as seismic strengthening, window and lighting replacement, and the installation of exterior awnings and lighting, and analyzed the general effects associated with these types of improvements.

As part of the revised project, 2550 Van Ness Avenue would be leased by AAU and would undergo a change of use from tourist hotel to group student housing. Proposed exterior improvements include new signage. No other exterior or interior physical improvements are proposed at 2550 Van Ness Avenue to accommodate the change of use.

### ***Historical Resources***

2550 Van Ness Avenue is a mid-century modern-style motel building constructed in 1959. A Draft HRE Part 1 completed in November 2017 by ICF found that 2550 Van Ness Avenue does not appear to be eligible for listing in the CRHR under any criterion.<sup>19</sup> The Planning Department has prepared a Preservation Team

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<sup>19</sup> ICF. 2017. *2550 Van Ness Avenue, San Francisco Historic Resource Evaluation Part 1*. Draft. November 2017. San Francisco, CA. Prepared for the Academy of Art University, San Francisco, CA.

Review Form, dated February 6, 2018, that accepts the findings of the 2017 HRE Part 1.<sup>20</sup> Thus, 2550 Van Ness Avenue does not qualify as a historical resource for the purposes of CEQA review.

Because 2550 Van Ness Avenue is not a historical resource under CEQA, the project scope at 2550 Van Ness Avenue would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to historical resources. No new mitigation is required.

### ***Archaeological Resources, Paleontological Resources, and Human Remains***

The Final EIR determined that the proposed project had the potential to cause a significant impact on archaeological resources and human remains at the program level, as well as at the program level combined with project-level activities, because future project activities associated with the change of use of AAU buildings within the 12 study areas were not definitely known. The incorporation of Mitigation Measure M-CP-2.1, requiring a project-specific preliminary archaeological assessment for individual project components involving ground-disturbing activities within the 12 studies areas, reduced the project's impact on archaeological resources and human remains to a less than significant level. Furthermore, the Final EIR stated that it was not anticipated that the original project would involve more than minor excavation (no soil disturbance lower than 10 feet below ground surface). As a result, the Final EIR concluded that proposed project activities in the 12 study areas would result in a less-than-significant impact on paleontological resources. No mitigation measures were incorporated for paleontological resources.

As the revised project would not involve any ground disturbing activities at 2550 Van Ness Avenue that were not analyzed in the Final EIR, the revised project proposed at 2550 Van Ness Avenue would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to archaeological resources, paleontological resources, and human remains. Additionally, as no ground disturbing activities are proposed, the revised project would not require the application of Mitigation Measure M-CP-2.1. No new mitigation is required.

### **2801 Leavenworth Street (the Cannery)**

2801 Leavenworth Street was one of the project sites identified in the Final EIR that received a project-level analysis. The project described in the Final EIR involved the conversion of the building's retail use to accommodate classroom, office, restaurant, and event spaces. Proposed exterior alterations included installation of signage in various locations at the Leavenworth Street, Jefferson Street, and Beach Street façades. Proposed alterations not visible from the public right-of-way included general tenant improvements, repairs, and systems upgrades.

As part of the revised project, AAU would modify the change of use application in order to retain publicly accessible retail or other uses at the ground floor. Additional details are not currently available regarding the interior tenant improvements that would occur in order to support the proposed uses of the building.

### ***Historical Resources***

The building at 2801 Leavenworth Street, also referred to as the Cannery, is a three-story brick industrial building constructed in 1907-1909 and used as a fruit canning facility until 1936. The Cannery was

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<sup>20</sup> San Francisco Planning Department, *Preservation Team Review Form for 2550 Van Ness Avenue*, February 6, 2018.



rehabilitated in the late 1960s by modernist architect Joseph Esherick, involving numerous interventions to the property. The Junior League of San Francisco surveyed the building and included it in the book *Here Today: San Francisco's Architectural Heritage*, published in 1968. The findings of the *Here Today* survey were adopted by the San Francisco Board of Supervisors in 1970, and the survey is considered an official local historical register under CEQA. Additionally, the Final EIR stated that the Cannery is eligible for listing in the CRHR under Criteria 1 (Events) and 3 (Architecture). Due to its inclusion in *Here Today* and its CRHR eligibility, the Cannery qualifies as a historical resource under CEQA. Additionally, in 2011 the Planning Department completed an HRER for 2801 Leavenworth Street, which identified a period of significance, 1907-1967, that encompasses Esherick's rehabilitation design. The HRER also lists the character-defining features of the property, some of which are located at the interior. Interior character-defining features include interior stairs illuminated by skylights, as well as interior elements referred to as the Hearst Estate interiors.

The Final EIR reported that the Planning Department completed an HRER for the original project, which determined that the exterior signage would adhere to the Secretary's Standards and thus would have a less than significant effect on 2801 Leavenworth Street for the purposes of CEQA review.

It is not anticipated that the revised project would result in changes to the building's exterior or interior character-defining features. The first level totals 39,150 square feet, comprised of approximately 22,669 square feet of restaurants, 6,880 square feet of retail space, and 9,300 square feet of vacant space. The proposal to activate the ground floor relates to the remaining 9,300 square feet of vacant space and does not require any physical changes to this vacant space. As stated in the Final EIR, future activities related to the implementation of the project that involve alterations to CEQA historical resources would undergo project-specific environmental review, as administered by the planning department. Once the project scope at 2801 Leavenworth Street is further developed to the level at which it can be analyzed for adherence to the Standards, and prior to the issuance of building permits, the revised project would be subject to the planning department's standard CEQA review procedures for historical resources. For the purposes of the present analysis, the revised project to modify the change of use application does not involve physical changes to the building's character-defining features, and thus the revised project scope at 2801 Leavenworth Street would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to historical resources. No new mitigation is required.

#### ***Archaeological Resources, Paleontological Resources, and Human Remains***

As the revised project would not introduce ground disturbing activities at 2801 Leavenworth Street that were not analyzed in the Final EIR, the revised project scope at 2801 Leavenworth Street would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to archaeological resources, paleontological resources, and human remains. No new mitigation is required.

#### **2225 Jerrold Avenue**

2225 Jerrold Avenue was one of the project sites identified in the Final EIR that received a project-level analysis. The original project analyzed AAU's proposed use as AAU office space, storage area for AAU bus operations, mechanical/janitorial functions, and other miscellaneous storage for AAU purposes, along with approximately 22,683 square feet for SFFD storage use. In addition, the original project analyzed the inclusion of an approximately 17,533 square-foot AAU basketball court and weight room for recreational purposes. Under the revised project, AAU will revise its change of use application to replace the initially

proposed AAU recreational facilities with an approximately 15,084 square foot community facility that is open to the public and includes a multi-purpose recreation room and indoor and outdoor community facility lounge spaces. No ground disturbing activities would be required.

### ***Historical Resources***

2225 Jerrold Avenue is in the Bayview Hunters Point neighborhood in a heavy industrial area. The 125,581 square-foot lot contains a warehouse and parking facilities in the front and rear of the warehouse. The area immediately surrounding the project site is visually defined by light industrial, one to two-story warehouses and open storage yards. The topography of the area is flat. The project site is not a historical resource. The project does not propose any substantial exterior changes and would comply with Planning Code regulations to ensure that the revised project would not negatively change or disrupt the visual character of the site or vicinity. Implementation of the revised project would not affect a historic resource. Thus, the revised project at 2225 Jerrold Avenue would not change the conclusions reached in the Final EIR that the project would not cause a significant impact related to historical resources. No new mitigation is required.

### ***Archaeological Resources, Paleontological Resources, and Human Remains***

As the revised project would not introduce ground disturbing activities at 2225 Jerrold Avenue that were not analyzed in the Final EIR, the revised project scope at 2225 Jerrold Avenue would not change the conclusion reached in the Final EIR that the project would not cause a significant impact related to archaeological resources, paleontological resources, and human remains. No new mitigation is required.

### **Preservation Entitlements**

As discussed above under Additional Term Sheet Requirements, eight of the 34 sites to be approved by the Master CU are designated in Article 11 of the Planning Code, three of the 34 sites are designated in Article 10 of the Planning Code, and one site is designated within both Article 10 and 11. As such, these sites have been determined to require Historic Preservation Commission approval of permits to alter and/or certificates of appropriateness. Preservation entitlement for these properties would be approved under a Master Certificate of Appropriateness (COA) or Master Permit to Alter (PTA) and would require the acquisition of either Administrative or full COAs or Major and Minor PTAs, as appropriate, in general accordance with Article 10 and Article 11 of the Planning Code.

The properties that require Administrative or full COAs are summarized below:

#### **Requires an Administrative COA:**

- 491 Post Street

#### **Requires a COA:**

- 58 Federal Street
- 601-625 Polk Street
- 2151 Van Ness Avenue

The properties that require Major and Minor PTAs are summarized below.

#### **Requires a Minor PTA:**

- 79 New Montgomery Street
- 680 Sutter Street

#### **Requires a Major PTA**

- 180 New Montgomery Street
- 620 Sutter Street
- 625 Sutter Street
- 655 Sutter Street
- 540 Powell Street
- 410 Bush Street

Overall, the revised projects would require the above preservation entitlements and therefore would not impact the integrity or character defining features of Article 10 or 11 buildings such that the historical significance of the respective properties could no longer be conveyed.

#### **Conclusion**

The revised project would not change any of the original project EIR's findings with respect to cultural and paleontological resources. There is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2016), or changes to the project that would give rise to new significant environmental effects or a substantial increase in the severity of previously identified effects. This analysis does not result in any different conclusions than those reached in the original project EIR related to aesthetics, either on a project-related or cumulative basis.

### **4.5 Transportation and Circulation**

The Final EIR concluded that, with mitigation, the original project would not result in a substantial adverse impact at any of the study or project site intersections during peak hours, or cause major traffic hazards;<sup>21</sup> would neither result in a substantial increase in local or regional transit demand that could not be accommodated by local or regional transit capacity, nor affect transit operating conditions such that adverse impacts on local or regional transit service could occur; and would not result in substantial overcrowding on public sidewalks or otherwise interfere with pedestrian accessibility, or create potentially hazardous conditions for pedestrians, resulting in less-than-significant impacts. It was also determined that the original project would not result in potentially hazardous conditions for bicyclists or otherwise substantially interfere with bicycle accessibility within the study areas or adjacent to the project sites; would not substantially increase loading demand; would not substantially increase parking demand nor would it cause unsafe or delayed conditions for other transportation activities; would not result in inadequate emergency access; and would not result in construction-related transportation impacts, also resulting in less-than-significant impacts.

The Final EIR concluded that the original project could result in a substantial increase in shuttle demand within the study areas and at the project site that could not be accommodated by planned shuttle capacity so as to avoid an impact on the city's transit or transportation system during the peak hour; however, this

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<sup>21</sup> Automobile delay (as measured by level of service) was analyzed in the Final EIR under impacts TR-1.1, 1.2, 1.3 and C-TR-1.1, 1.2 and 1.3. On March 3, 2016, the San Francisco Planning Commission adopted Resolution 19579 to use the vehicle miles travelled metric instead of automobile delay to evaluate the transportation impacts of projects.

impact was determined to be less than significant with implementation of Mitigation Measure M-TR-3.1, which requires AAU to develop, implement, and provide to the city a shuttle management plan to address meeting the peak hour shuttle demand needs associated with its then-projected growth. With implementation of Mitigation Measure M-TR-3.1, the Final EIR determined that operation of AAU's shuttle service would not cause substantial conflicts with traffic, public transit, pedestrian, bicycles, or commercial loading, resulting in a less than significant impact with respect to these travel modes.

In regards to cumulative transportation and circulation impacts, the Final EIR also determined that growth in the 12 study areas and the six project sites, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the study areas, could result in a substantial increase in local transit demand that could not be accommodated by adjacent Muni transit capacity on the Kearny/Stockton and Geary corridors under 2035 cumulative plus project conditions. This impact was found to be significant and unavoidable even with implementation of Mitigation Measure C-M-TR-2.1a, which requires AAU to make a fair share contribution to mitigate the cumulative transit demand impact related to AAU growth in transit ridership on the Kearny/Stockton corridor of the Northeast screenline and on the Geary corridor of the Northwest screenline to the municipal transit agency. The revised project would not change any of these findings, as further discussed below.

The Final EIR also includes the improvement measures summarized below that are intended to further reduce the less than significant impacts associated with single-occupancy vehicles, shuttle operation:

- Improvement Measure I-TR-1 requires AAU to implement a Transportation Demand Management (TDM) Program that seeks to minimize the number of single-occupancy vehicle trips generated by the original project for the lifetime of the project. The TDM Program targets a reduction in single-occupancy vehicle trips by encouraging persons to select other modes of transportation, including walking, bicycling, transit, car-share, carpooling, and/or other modes.
- Improvement Measure I-TR-2 requires AAU to develop and monitor a shuttle bus operation program or group of policies, such as the AAU Shuttle Bus Policy, to ensure shuttle activities do not on a recurring basis substantially impede or interfere with traffic, adjacent land use, transit, pedestrians, commercial or passenger loading, and bicycles on the public right-of-way.
- Improvement Measure I-TR-3 would improve pedestrian conditions at and around the 2225 Jerrold Avenue recreation facility by requiring AAU to create a clear pedestrian walkway between the proposed AAU shuttle stop and adjacent parking lot to the building entrance, in addition to making other changes to at this project site. This improvement measure has been incorporated into the plans submitted by AAU as part of its Master CU application
- Improvement Measure I-TR-4 would improve less-than-significant impacts related to bicycle parking and conditions for bicyclists by requiring AAU to add on- or off-street (or some combination thereof) bicycle parking facilities at the six project and future project sites. This improvement measure has been incorporated into the plans submitted by AAU as part of its Master CU application
- Improvement Measure I-TR-5 would improve less-than-significant impacts related to commercial loading by requiring AAU to monitor and efficiently manage their commercial loading activities

over time and as needed, adjusting times of deliveries or applying for additional on-street commercial loading spaces from the San Francisco Municipal Transit Agency.

- Improvement Measure I-TR-6 would further reduce less-than-significant construction-related transportation impacts by limiting truck movements to the hours between 9:00 a.m. and 3:30 p.m. (or other times, if approved by the municipal transit agency).
- Improvement Measure I-TR-7 would further reduce less-than-significant construction-related impacts to transportation by requiring AAU to develop construction management plans that improve carpool and transit access for construction workers (thereby reducing parking demand) and providing project construction updates to nearby businesses and neighborhoods regarding project construction schedules and contact information for specific construction concerns.

These improvement measures and all mitigation measures are included in the proposed Term Sheet as conditions of approval and would apply to all revised project circumstances as applicable.

The revised project would withdraw from nine existing AAU properties: 700 Montgomery Street, 1055 Pine Street, 1069 Pine Street, 2295 Taylor Street, 2340 Stockton Street, 460 Townsend Street, 150 Hayes Street, 121 Wisconsin Street, and 168 Bluxome Street. Since these properties would be vacated, there would not be additional project person trips generated from these projects as a result of implementation of the revised project. The revised project includes three new AAU sites (1142 Van Ness Avenue, 1946 Van Ness Avenue, and 2550 Van Ness Avenue) and changes of use at two existing AAU properties (2801 Leavenworth Street and 2225 Jerrold Avenue). Travel demand for these five properties was calculated by using the trip generation rates developed for each type of AAU use. Table 4 below presents the number of person trips for each project site under the existing condition, the existing plus project condition, and a net change between the two conditions. The revised project at these five sites would increase the total person trips by 430 trips during the PM peak hour.

<b>Table 4 Revised Project Person Trips during PM Peak Hour</b>						
<b>Project Site</b>	<b>Daily</b>			<b>PM Peak Hour</b>		
	<b>Existing</b>	<b>Revised Project</b>	<b>Net Change</b>	<b>Existing</b>	<b>Revised Project</b>	<b>Net Change</b>
1. 1142 Van Ness Avenue	N/A	2,815	N/A	-	239	+239
2. 1946 Van Ness Avenue	N/A	1,386	N/A	-	118	+118
3. 2550 Van Ness Avenue	N/A	921	N/A	34	159	+125
4. 2801 Leavenworth Street	7,172	7,172	0	610	610	0
5. 2225 Jerrold Avenue	999	657	-342	105	53	-52
<b>Total</b>	<b>8,171</b>	<b>12,951</b>	<b>4,780</b>	<b>749</b>	<b>1,179</b>	<b>430</b>

Source: CHS Consulting 2018.

Table 5 below presents the number of vehicle trips, transit person-trips, and bike person-trips for 1142, 1946, and 2550 Van Ness Avenue, 2801 Leavenworth Street, and 2225 Jerrold Avenue under the existing condition, the existing plus project condition (i.e. revised project), and the net change between the two conditions. The revised project at these five sites would result in an increase of approximately 10 vehicle trips, 22 shuttle passenger trips, 10 bike trips, and 73 transit trips, and a decrease of approximately 14 carpool trips.

Table 5 Revised Project PM Peak Hour Trips by Mode								
Project Site	Person Trips							Vehicle Trips
	Drive Alone	Carpool	Transit	Shuttle	Bike	Walk	Total	
Existing Condition								
1. 2225 Jerrold Avenue	15	5	0	85	0	0	105	17
2. 2801 Leavenworth Street	86	29	309	82	17	87	610	99
3. 1142 Van Ness Avenue	-	-	-	-	-	-	-	-
4. 1946 Van Ness Avenue	-	-	-	-	-	-	-	-
5. 2550 Van Ness Avenue	-	34	-	-	-	-	34	17
Total	101	68	309	167	17	87	749	133
Revised Project								
1. 2225 Jerrold Avenue	8	20	9	0	1	15	53	17
2. 2801 Leavenworth Street	52	18	187	49	10	53	369	60
3. 1142 Van Ness Avenue	34	11	121	32	7	34	239	39
4. 1946 Van Ness Avenue	17	6	60	16	3	17	118	19
5. 2550 Van Ness Avenue	-	-	8	91	6	54	159	-
Total	111	55	385	188	27	173	938	135
Net Change								
1. 2225 Jerrold Avenue	(7)	15	9	(85)	1	15	(52)	0
2. 2801 Leavenworth Street	(34)	(12)	(122)	(32)	(7)	(34)	(241)	(39)
3. 1142 Van Ness Avenue	34	11	121	32	7	34	239	39
4. 1946 Van Ness Avenue	17	6	60	16	3	17	118	19
5. 2550 Van Ness Avenue	-	(34)	8	91	6	54	125	(17)
Total	10	(14)	73	22	10	86	189	2

Source: CHS Consulting 2018.

Note: A number in parenthesis means the net balance is negative.

**1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street, and 121 Wisconsin Street**

The Final EIR analyzed AAU's proposed conversion and occupation of 700 Montgomery Street, 2295 Taylor Street, and 2340 Stockton Street for AAU institutional use. However, as part of the revised project, AAU would not occupy any portion of these sites. In addition, AAU will no longer occupy 1055 Pine Street, 1069 Pine Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street or 121 Wisconsin Street. Future use of these sites is unknown at this time. As AAU would not occupy any portion of the project sites, vehicular, transit, shuttle, pedestrian, bicycle, and truck trips to or from these project sites would be reduced (see Tables 15 and 16 in Appendix B).<sup>22</sup> Therefore, there would be no impacts related to VMT, transit, shuttle, pedestrians, bicycles, loading, traffic hazards, emergency vehicle access, construction, and parking.

<sup>22</sup> CHS Consulting. 2018. Transportation Memo. February, 2019.

Transportation impacts will be analyzed through the entitlement and environmental review process once future uses for these project sites are identified. No mitigation measures are necessary. There would be no new significant impacts related to transportation at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding transportation and circulation, and no new mitigation is required.

## 1946 Van Ness Avenue (the Bakery)

### *Vehicle Miles Traveled*

A project would have a significant effect on the environment if it would cause substantial additional Vehicle Miles Traveled (VMT). The State Office of Planning and Research's Revised Proposal on Updates to the CEQA Guidelines on Evaluating Transportation Impacts in CEQA ("proposed transportation impact guidelines") recommends screening criteria to identify types, characteristics, or locations of projects that would not result in significant impacts on VMT. If a project meets the screening criteria, then it is presumed that VMT impacts would be less than significant for the project, and a detailed VMT analysis is not required.

As noted above, AAU proposes to convert 1946 Van Ness Avenue to a post-secondary educational institutional use under the revised project. The 1946 Van Ness Avenue site is located in TAZ 343. Regional average daily work-related VMT is 16.2 per capita for office development. Table 6 includes the TAZ in which the project site is located, 343.

<b>Table 6      Daily Vehicle Miles Traveled (Existing Condition)</b>			
<b>Land Use</b>	<b>Bay Area</b>		<b>TAZ 343</b>
	<b>Regional Average</b>	<b>Regional Average Minus 15%</b>	
Office	16.2	13.8	8.0

Source: CHS Consulting 2018.

VMT = vehicle miles travelled; TAZ = transportation analysis zone.

As shown in Table 6, existing average daily VMT per capita for residential uses in TAZ 343 is 8.0 miles. This is approximately 51 percent below the existing regional average daily VMT per capita of 16.2 miles. Given that the project site is located in an area where existing VMT is more than 15 percent below the existing regional average, the revised project would not result in substantial additional VMT and impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to VMT at 1946 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding VMT, and no new mitigation is required.

### *Transit*

The revised project would generate 60 additional transit trips (approximately 22 in and 38 out) during the PM peak hour at 1946 Van Ness Avenue. These trips would be dispersed throughout the transit network in the project vicinity using nearby Muni bus lines to reach their destinations or to access regional transit providers such as BART, Caltrain, SamTrans, AC Transit, and Golden Gate Transit, as needed. Nearby Muni bus routes 10-Townsend, 12-Folsom/Pacific, 19-Polk, 27-Bryant, 47-Van Ness, and 49-Van Ness-Mission currently operate at 71 percent, 57 percent, 66 percent, 46 percent, 58 percent, and 47 percent of their capacity, respectively, during the PM peak hour. The 60 PM peak hour transit trips are not anticipated to cause a substantial increase in transit demand that could not be accommodated by adjacent transit

capacity or exceed the SFMTA's performance standard of 85 percent capacity utilization during the PM peak hour.

The revised project at 1946 Van Ness would generate 19 additional vehicle trips to adjacent streets during the PM peak hour. Since the project site does not provide any off-street parking spaces, it is reasonable to assume that these vehicle trips would be spread among nearby streets. Based on the level and likely distribution of the additional vehicle traffic, the revised project would not add vehicle traffic to the degree that it would cause a substantial increase in transit delays or operating costs. The revised project would not cause a substantial conflict with the operation of transit vehicles on Van Ness Avenue. Therefore, transit impacts related to the proposed change of use at 1946 Van Ness Avenue would be less than significant. No mitigation measures are necessary. The revised project would not change the conclusions reached in the Final EIR regarding transit, and no new mitigation is required.

### **Shuttle**

The revised project at 1946 Van Ness Avenue would generate approximately 16 shuttle riders during the PM peak hour. AAU would utilize the existing shuttle service on Van Ness Avenue (Route M) to serve this demand. In the spring semester of 2017, Route M operated every 20 minutes and traveled along portions of Polk Street, Van Ness Avenue, Laguna Street, Lombard Street, Broadway, Sacramento Street, Bush Street, Sutter Street, and Post Street, connecting students on Lombard Street, Van Ness Avenue, and Octavia Street to and from the AAU facilities located along Sutter Street. A new shuttle stop will also be added at 1604 Broadway in lieu of 2209 Van Ness Avenue.

In the spring semester of 2010, when capacity utilization data was last collected, this route operated at 44 percent of the total seated capacity (i.e., 65 seats) at the maximum load point during the PM peak hour. The shuttle frequency of Route M has since increased from a 50-minute headway to a 20-minute headway, increasing its peak hour capacity to an estimated 162 seats. Based on the increased capacity in 2017, the estimated shuttle demand of 16 shuttle riders would be accommodated with the existing shuttle route M.

AAU would not add any new shuttle stop for this project site, and instead would utilize a nearby shuttle stop in front of 1849 Van Ness Avenue (located approximately 300 feet south of the project site across Van Ness Avenue) to serve the estimated shuttle demand at this site. A new shuttle service stop would also be added at 1604 Broadway. Therefore, shuttle impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to shuttle service at 1946 Van Ness Avenue. The revised project would reduce the impact identified in the Final EIR regarding shuttle service, and no new mitigation is required.

### **Pedestrians**

Pedestrian trips generated by the revised project would include walk trips to and from transit stops, shuttle stops as well as nearby businesses and commercial uses. Overall, the revised project would add up to 92 pedestrian trips during the PM peak hour including 60 transit-access trips, 15 shuttle-access trips, and 17 walk trips. These additional pedestrian trips would be distributed onto surrounding sidewalks and are not anticipated to cause a substantial overcrowding on public sidewalks.

In the vicinity of the project site, Van Ness Avenue and Polk Street are High Injury corridors in the city's Vision Zero network. The 19 additional vehicle trips generated by the revised project would be distributed onto multiple streets, and the level of traffic added onto these streets would not exacerbate an existing



hazard for pedestrians. The revised project would not include any hazardous design features or result in unusual pedestrian conflict points.

Students traveling to the nearest Muni bus stop, as well as the shuttle stop at 1849 Van Ness Avenue, would likely cross Van Ness Avenue and travel along the existing sidewalks on Van Ness Avenue. Adjacent to the project site, the intersection of Van Ness Avenue and Post Street is controlled by traffic signals that include pedestrian crossing signal heads and have crosswalk markings with Americans with Disabilities Act-compliant curbed ramps at all four corners of the intersections. The revised project would not create barriers that could adversely affect pedestrian accessibility to the project site or adjoining areas. Therefore, pedestrian impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to pedestrians at 1946 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding pedestrians, and no new mitigation is required.

### ***Bicycles***

The revised project would generate three additional bicycle trips and 19 additional vehicle trips during the PM peak hour at 1946 Van Ness Avenue. Although the revised project would result in an increase in both vehicle and bicycle trips in the vicinity of the project site, this increase would not be substantial enough to cause potential conflicts between bicycles and vehicles. This site has two off-street loading docks with a door fronting the south side of Jefferson Street. Vehicle access to these loading docks is not located on a bicycle route and would not create new collision risks through inadequate sight distance or substantial conflicts with bicyclists.

The revised project would be required to provide one class I and two class II bicycle parking spaces per San Francisco Planning Code section 155.2. While the number of proposed bicycle parking spaces is unknown at this time, the class I bicycle parking spaces would be located near the site's Van Ness Avenue entrance and the class II spaces would be on Jackson Street. The revised project would not include any design elements that could adversely affect bicycle accessibility to the project site or adjoining areas. Therefore, bicycle impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to bicycles at 1946 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding bicycles, and no new mitigation is required.

### ***Loading***

The revised project would generate a total of three daily truck trips, which corresponds to a demand for up to one space during the average loading hour or the peak loading hour (see Table 16 Appendix B). The project site has two off-street loading docks with a door fronting the south side of Jefferson Street. In addition, there is one on-street freight loading space located on the east side of Van Ness Avenue, adjacent to the project site. These spaces can be potentially used to accommodate the project loading demand. The revised project is not required to provide any off-street freight loading spaces per San Francisco Planning Code section 152.1. Therefore, the revised project would be in compliance with the planning code and loading impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to bicycles at 1946 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding bicycles, and no new mitigation is required.

### ***Traffic Hazards***

The project site would have two vehicle ingress/egress driveways on Jackson Street for access to the loading docks. Jackson Street carries approximately 320 vehicles during the PM peak hour. Vehicles attempting to enter the loading docks (three daily truck trips) would be required to stop for a gap in traffic along Jackson Street prior to entering the loading docks, if approaching from the westbound direction. Because the level of the existing traffic on Jackson Street is low, no extended queues would be expected to occur and potential conflicts between the truck trips and the existing traffic on Jackson Street would be low. Trucks exiting the loading docks would yield to any vehicles traveling along the Jackson Street, and would not cause adverse traffic impacts related to safety. The revised project would not include any design elements that would create new collision risks through inadequate sight distance or substantial conflicts to vehicles. Therefore, traffic impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to traffic hazards at 1946 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding traffic hazards, and no new mitigation is required.

### ***Emergency Vehicle Access***

The street network serving the project site currently accommodates the movements of emergency vehicles that travel to the project site. In the event of an emergency, vehicles would access the project site from Van Ness Avenue or Jackson Street immediately adjacent to the site in the same way as under the existing condition. Furthermore, although the revised project would generate additional traffic in the area, such an increase in vehicles would be a 1 percent increase (i.e., 19 vehicle trips over 1,830 existing vehicle trips on Van Ness Avenue during the PM peak hour) over the existing traffic volumes along Van Ness Avenue and would not impede or hinder the movement of emergency vehicles in the project area, for example from the nearest fire stations (i.e., Fire Department Fire Station No. 41 at 1325 Leavenworth Street). Therefore, emergency vehicle access impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to emergency vehicle access at 1946 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding emergency vehicle access, and no new mitigation is required.

### ***Construction***

Detailed plans for renovation activities at 1946 Van Ness Avenue are not available at this time, but because the revised project would involve the reuse of an existing building, the majority of improvements would be internal to the building, with minimal construction-related activities to the exterior of the building or other portions of the project site. Because the revised project would not involve demolition or grading, it is unlikely that the project would generate a substantial amount of trips associated with haul trucks, which are commonly used for import of fill materials/equipment and export of spoils.

Construction contractor(s) would be required to coordinate with Transportation Advisory Staff Committee (TASC) and other agencies (as appropriate) and prepare and implement a Construction Management Plan, which would address issues of circulation (traffic, pedestrians, and bicycle), safety, parking, and other project construction in the area. Therefore, construction impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to construction at 1946 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding construction, and no new mitigation is required.

## Parking

The revised project would not include any off-street parking spaces, nor is it required to provide any off-street parking space per San Francisco Planning Code section 151.1. Therefore, the revised project would be in compliance with the planning code. No mitigation measures are necessary. There would be no new significant impacts related to parking at 1946 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding parking, and no new mitigation is required.

### 1142 Van Ness Avenue (the Concordia Club)

#### Vehicle Miles Traveled

The 1142 Van Ness Avenue site is located in TAZ 699. Regional average daily work-related VMT is 16.2 per capita for office development. As shown in Table 7, existing average daily VMT per capita for residential uses in TAZ 699 is 7.2 miles.

Table 7 Daily Vehicle Miles Traveled (Existing Condition)			
Land Use	Bay Area VMT (miles)		TAZ 699 VMT (miles)
	Regional Average	Regional Average Minus 15%	
Office	16.2	13.8	7.2

SOURCE: CHS Consulting 2018.

VMT = vehicle miles travelled; TAZ = transportation analysis zone.

This is approximately 56 percent below the existing regional average daily VMT per capita of 16.2 miles. Given that the project site is located in an area where existing VMT is more than 15 percent below the existing regional average, the revised project would not result in substantial additional VMT and impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to VMT at 1142 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding VMT, and no new mitigation is required.

#### Transit

The revised project would generate 121 additional transit trips (approximately 45 in and 76 out) during the PM peak hour at 1142 Van Ness Avenue. Nearby Muni bus routes include 2-Clement, 3-Jackson, 19-Polk, 38-Geary, 38R-Geary Rapid, 47-Van Ness, and 49-Van Ness-Mission. Each of these lines currently operates below the SFMTA's performance standard of 85 percent capacity utilization during the PM peak hour, except for the 38R-Geary Rapid which operates at 90 percent of its capacity. While the revised project would generate a total of 121 additional transit trips, only 45 of these trips would occur in the inbound direction and contribute to the capacity utilization in the peak direction during the PM peak hour. These 45 transit trips would be dispersed throughout multiple Muni bus lines in the vicinity of the project site. Therefore, the increased transit demand would not constitute a substantial contribution to the existing transit service in the area.

The revised project would generate 39 additional vehicle trips to adjacent streets during the PM peak hour. Since the project site does not provide any off-street parking space, it is reasonable to assume that these vehicle trips would be distributed onto nearby streets. Based on the level and likely distribution of the additional vehicle traffic, the revised project would not cause substantial increase in transit delays or operating costs. Therefore, transit impacts would be less than significant. No mitigation measures are

necessary. There would be no new significant impacts related to transit at 1142 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding transit, and no new mitigation is required.

### **Shuttle**

The revised project at 1142 Van Ness Avenue would generate approximately 32 shuttle riders during the PM peak hour. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) to serve the increased demand. In the spring semester of 2017, Route M operated every 20 minutes and traveled along portions of Polk Street, Van Ness Avenue, Laguna Street, Lombard Street, Broadway, Sacramento Street, Bush Street, Sutter Street, and Post Street, connecting students on Lombard Street, Van Ness Avenue, and Octavia Street to and from the AAU facilities located along Sutter Street. As part of the revised project, a new shuttle stop would be added at 1604 Broadway in lieu of 2209 Van Ness Avenue.

In the spring semester of 2010, when capacity utilization data was collected, this route operated at 44 percent of the total seated capacity (i.e., 65 seats) at the maximum load point during the PM peak hour. The shuttle frequency of Route M has since increased from 50-minute headway to 20-minute headway, increasing its peak hour capacity to an estimated 162 seats. Based on the increased capacity in 2017, the estimated shuttle demand of 32 shuttle riders would be accommodated with the existing shuttle route M.

AAU would add a new shuttle stop for this project site using the existing white passenger loading zone in front of the project site on Van Ness Avenue. New shuttle service stops would also be added at 1604 Broadway. Shuttle buses are expected to fully pull into the designated shuttle bus zone without substantial conflicts with Muni transit vehicles. Van Ness Avenue is not a designated bicycle route. Therefore, the new AAU shuttle stop would not directly conflict with bicycle traffic. Therefore, shuttle impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to shuttle service at 1142 Van Ness Avenue. The revised project would reduce the impact identified in the Final EIR regarding shuttle service, and no new mitigation is required.

### **Pedestrians**

Pedestrian trips generated by the revised project at 1142 Van Ness Avenue would include walk trips to and from transit stops, as well as nearby businesses and commercial uses. Overall, the revised project would add up to 155 pedestrian trips during the PM peak hour including 121 transit-access trips and 34 walk trips. These additional pedestrian trips would be spread onto surrounding sidewalks and would not be anticipated to cause substantial overcrowding on public sidewalks.

Near the project site, Van Ness Avenue, Polk Street, Post Street, Geary Street, and O'Farrell Street are designated as High Injury corridors in the city's Vision Zero network. The 39 additional vehicle trips generated by the revised project would be distributed onto multiple streets, and the level of traffic added onto these streets would not exacerbate any existing hazards for pedestrians. The revised project would not include any hazardous design features or result in unusual pedestrian conflict points.

Students traveling to the nearest Muni bus stop would travel along the existing sidewalks on Van Ness Avenue. Adjacent to the project site, the intersection of Van Ness Avenue and Post Street is controlled by traffic signals that include pedestrian crossing signal heads and have crosswalk markings with Americans with Disabilities Act-compliant curb ramps at all four corners of the intersections. The revised project would not create barriers that could adversely affect pedestrian accessibility to the project site or adjoining

areas. Therefore, pedestrian impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to pedestrians at 1142 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding pedestrians, and no new mitigation is required.

### ***Bicycles***

The revised project at 1142 Van Ness Avenue would generate seven additional bicycle trips and 39 additional vehicle trips during the PM peak hour. Although the revised project would result in an increase in both vehicle and bicycle trips in the vicinity of the project site, this increase would not be substantial enough to cause potential conflicts between bicycles and vehicles. The revised project would not have any vehicle ingress/egress driveway and would not cause new collision risks with bicyclists.

The revised project would be required to provide two class I and four class II bicycle parking spaces meeting or exceeding the San Francisco Planning Code section 155.2 requirement. Accordingly, the revised project at 1143 Van Ness Avenue includes two class I bicycle parking spaces and four class 2 bicycle parking spaces on the property's Van Ness Avenue frontage. The revised project would not include any design elements that could adversely affect bicycle accessibility to the project site or adjoining areas. Therefore, bicycle impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to bicycles at 1142 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding bicycles, and no new mitigation is required.

### ***Loading***

The revised project at 1142 Van Ness Avenue would generate a total of five daily truck trips, which corresponds to a demand for up to one space during the average loading hour or the peak loading hour (see Table 16 in Appendix B). The project site does not have any off-street loading onsite. However, commercial deliveries to the site could temporarily utilize the existing 45-foot-long white passenger loading spaces in front of the project site or on-street parking spaces on Van Ness Avenue. The revised project is not required to provide any off-street freight loading spaces per San Francisco Planning Code section 152.1 and the revised project would therefore comply with the planning code. Therefore, loading impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to loading at 1142 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding loading, and no new mitigation is required.

### ***Traffic Hazards***

The 1142 Van Ness Avenue project site would not have any vehicle ingress/egress driveway and would not cause major vehicle conflicts. The revised project would not include any design elements that would create new collision risks through inadequate sight distance or substantial conflicts with vehicles. Therefore, traffic impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to traffic hazards at 1142 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding traffic hazards, and no new mitigation is required.

### ***Emergency Vehicle Access***

The street network serving the 1142 Van Ness Avenue project site currently accommodates the movements of emergency vehicles that travel to the project site. In the event of an emergency, vehicles would access the project site from Van Ness Avenue immediately adjacent to the site in the same way as under the existing condition. Furthermore, although the revised project would generate additional traffic in the area, such an increase in vehicles would be a less than 2 percent increase (i.e., 39 vehicle trips over the current 1,960 existing vehicle trips during the PM peak hour) over the existing traffic volumes along Van Ness Avenue and would not impede or hinder the movement of emergency vehicles in the project area, for example from the nearest fire stations (i.e., Fire Department Fire Station No. 3 at 1067 Post Street). Therefore, emergency vehicle access impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to emergency vehicle access at 1142 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding emergency vehicle access, and no new mitigation is required.

### ***Construction***

Detailed plans for renovation activities for 1142 Van Ness Avenue are not available at this time, but because the revised project would involve the reuse of an existing building, the majority of construction activities would be internal to the building, with minimal construction-related activities to the exterior of the building or other portions of the project site. Because the revised project would not involve demolition or grading, it is unlikely that the project would generate substantial trips from haul trucks, which are commonly used for import of fill materials/equipment and export of spoils.

Construction contractor(s) would be required to coordinate with TASC and other agencies (as appropriate) and prepare a Construction Management Plan, which would address issues of circulation (traffic, pedestrians, and bicycle), safety, parking, and other project construction in the area. Therefore, construction impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to construction at 1142 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding construction, and no new mitigation is required.

### ***Parking***

The revised project would not include any off-street parking spaces and it is not required to provide any off-street parking space per San Francisco Planning Code section 151.1. Therefore, the revised project would be in compliance with the planning code. No mitigation measures are necessary. There would be no new significant impacts related to parking at 1142 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding parking, and no new mitigation is required.

## **2550 Van Ness Avenue (the Da Vinci Hotel)**

### ***Vehicle Miles Traveled***

The 2550 Van Ness Avenue site is located in TAZ 367. Regional average daily work-related VMT is 16.2 per capita for office development. As shown in Table 8, existing average daily VMT per capita for residential uses in TAZ 367 is 9.1 miles.

<b>Table 8</b>	<b>Daily Vehicle Miles Traveled (Existing Condition)</b>
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<b>Land Use</b>	<b>Bay Area VMT (miles)</b>		<b>TAZ 367 VMT (miles)</b>
	<b>Regional Average</b>	<b>Regional Average Minus 15%</b>	
Office	16.2	13.8	9.1

SOURCE: CHS Consulting 2018

VMT = vehicle miles travelled; TAZ = transportation analysis zone.

This is approximately 44 percent below the existing regional average daily VMT per capita of 16.2 miles. Given that the project site is located in an area where existing VMT is more than 15 percent below the existing regional average, the revised project would not result in substantial additional VMT and impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to VMT at 2550 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding VMT, and no new mitigation is required.

### **Transit**

The revised project would generate eight additional transit trips (approximately four in and four out) during the PM peak hour at 2250 Van Ness Avenue. Nearby Muni bus routes include 19-Polk, 41-Union, 45-Union/Stockton, 47-Van Ness, and 49-Van Ness-Mission. Each of these lines currently operates below the SFMTA's performance standard of 85 percent capacity utilization during the PM peak hour, except for 41-Union which operates at 90 percent of its capacity. While the revised project would generate a total of eight additional transit trips, only four of these trips would occur in the inbound direction and contribute to the capacity utilization in the peak direction during the PM peak hour. These four transit trips would be dispersed throughout multiple Muni bus lines in the vicinity of the project site. Therefore, the increased transit demand would not be a substantial contribution to the existing transit service in the area.

The revised project would cause a reduction of 17 vehicle trips in adjacent streets during the PM peak hour with the change in use at this site. Therefore, the revised project would not cause a substantial increase in transit delays or operating costs. AAU would not add a new shuttle stop for this project site, and instead would utilize the existing shuttle service on Van Ness Avenue (Route M). A new shuttle service stop would be added at 1604 Broadway. Since there would be no new shuttle stop, the revised project would not cause a substantial conflict with the operation of transit vehicles on Van Ness Avenue. Therefore, transit impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to transit at 2550 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding transit, and no new mitigation is required.

### **Shuttle**

The revised project would generate approximately 91 shuttle riders during the PM peak hour. AAU would utilize the existing shuttle service on Van Ness Avenue (Route M) to serve the demand. In the spring semester of 2017, Route M operated every 20 minutes and traveled along portions of Polk Street, Van Ness Avenue, Laguna Street, Lombard Street, Broadway, Sacramento Street, Bush Street, Sutter Street, and Post Street, connecting students on Lombard Street, Van Ness Avenue, and Octavia Street to and from the AAU facilities located along Sutter Street. As part of the revised project, a new shuttle stop will also be added at 1604 Broadway in lieu of 2209 Van Ness Avenue.

In the spring semester of 2010, when capacity utilization data was collected, this route operated at 44 percent of the total seated capacity (i.e., 65 seats) at the maximum load point during the PM peak hour. The

shuttle frequency of Route M has since increased from 50-minute headway to 20-minute headway, increasing its peak hour capacity to an estimated 162 seats. Based on the increased capacity in 2017, the estimated shuttle demand of 91 shuttle riders would be accommodated with the existing shuttle Route M.

As noted, a new shuttle stop would be added at 1604 Broadway in lieu of 2209 Van Ness Avenue to serve the estimated shuttle demand. Therefore, shuttle impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to shuttle service at 2550 Van Ness Avenue. The revised project would reduce the impact identified in the Final EIR regarding shuttle service, and no new mitigation is required.

### ***Pedestrians***

Pedestrian trips generated by the revised project would include walk trips to and from transit stops, shuttle stops as well as nearby businesses and commercial uses. Overall, the revised project would add up to 153 pedestrian trips during the PM peak hour including eight transit-access trips, 91 shuttle-access trips, and 54 walk trips. These additional pedestrian trips would be spread onto surrounding sidewalks and would not be anticipated to cause a substantial overcrowding on public sidewalks.

In the vicinity of the project site, Van Ness Avenue and Polk Street are High Injury corridors in the city's Vision Zero network. The revised project would cause a net reduction in 16 vehicle trips and thereby reduce existing hazards for pedestrians. The revised project would not include any hazardous design features or result in unusual pedestrian conflict points.

Students traveling to the nearest Muni bus stop, as well as the shuttle stops at 2151 Van Ness Avenue or 1604 Broadway, would likely cross Van Ness Avenue and travel along the existing sidewalks on Van Ness Avenue. Adjacent to the project site, the intersection of Van Ness Avenue and Filbert Street is controlled by traffic signals and has crosswalk markings with Americans with Disabilities Act-compliant curbed ramps at all four corners of the intersections. The revised project would not create barriers that could adversely affect pedestrian accessibility to the project site or adjoining areas. Therefore, pedestrian impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to pedestrians at 2550 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding pedestrians, and no new mitigation is required.

### ***Bicycles***

The revised project at 2550 Van Ness Avenue would generate six additional bicycle trips and 17 additional vehicle trips during the PM peak hour at 2550 Van Ness Avenue. Although the revised project would result in an increase in both vehicle and bicycle trips in the vicinity of the project site, this increase would not be substantial enough to cause potential conflicts between bicycles and vehicles. This site has two off-street loading docks with a door fronting the south side of Jefferson Street. Vehicle access to these loading docks is not located on a bicycle route and would not create new collision risks through inadequate sight distance or substantial conflicts to bicyclists.

The revised project would be required to provide 99 class I and 15 class II bicycle parking spaces per San Francisco Planning Code section 155.2. There are currently only four class I bicycle parking spaces provided on site near the loading area on Filbert Street. The revised project at 2550 Van Ness Avenue includes 99 class I bicycle parking spaces along the property's Filbert Street frontage and 16 class II bicycle parking spaces along the property's Van Ness Avenue frontage. The revised project would not include any design



elements that could adversely affect bicycle accessibility to the project site or adjoining areas. Therefore, bicycle impacts would be less than significant. There would be no new significant impacts related to bicycles at 2550 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding bicycles, and no new mitigation is required.

### ***Loading***

The revised project would generate a total of two daily truck trips, which corresponds to a demand for up to one space during the average loading hour or the peak loading hour. The project site does not include an off-street loading area. However, there is a 60-foot-long on-street freight loading (yellow curb) space on the east side of Van Ness Avenue adjacent to the project site. This loading area would help meet the project loading demand. The revised project is not required to provide any off-street freight loading spaces per San Francisco Planning Code section 152.1. Therefore, the revised project would be in compliance with the planning code and loading impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to loading at 2550 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding loading, and no new mitigation is required.

### ***Traffic Hazards***

The project site would have three vehicle ingress/egress driveways on Filbert Street for access to the parking areas. Filbert Street carries approximately 250 vehicles during the PM peak hour. Vehicles attempting to enter the parking areas would be required to stop for a gap in traffic along Filbert Street prior to entering the loading areas, if approaching from the westbound direction. Because the level of the existing traffic on Filbert Street is low, no extended queues are expected to occur and potential conflicts between the truck trips and the existing traffic on Filbert Street would be low. Vehicles exiting the parking areas would yield to any vehicles traveling along the Filbert Street, and would not cause adverse traffic impacts related to safety. The revised project would not include any design elements that would create new collision risks through inadequate sight distance or substantial conflicts with vehicles. Therefore, traffic impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to traffic hazards at 2550 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding traffic hazards, and no new mitigation is required.

### ***Emergency Vehicle Access***

The street network serving the project site currently accommodates the movements of emergency vehicles that travel to the project site. In the event of an emergency, vehicles would access the project site from Van Ness Avenue or Filbert Street immediately adjacent to the site in the same way as under the existing condition. Furthermore, the revised project would cause a net reduction in 17 vehicle trips and would not impair the movement of emergency vehicles in the project area, for example from the nearest fire stations (i.e., Fire Department Fire Station No. 41 at 1325 Leavenworth Street). Therefore, emergency vehicle access impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to emergency vehicle access at 2550 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding emergency vehicle access, and no new mitigation is required.

## **Construction**

Detailed plans for renovation activities at 2550 Van Ness Avenue are not available at this time, but because the revised project would involve the reuse of an existing building, any construction activities would be internal to the building, with minimal improvements to the exterior of the building or other portions of the project site. Because the revised project would not involve demolition or grading, it is unlikely that the project would generate a substantial amount of haul trucks, which are commonly used for import of fill materials/equipment and export of spoils.

Construction contractor(s) would be required to coordinate with TASC and other agencies (as appropriate) and prepare a Construction Management Plan, which would address issues of circulation (traffic, pedestrians, and bicycle), safety, and parking and other project construction in the area. Therefore, construction impacts would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to construction at 2550 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding construction, and no new mitigation is required.

## **Parking**

The revised project would provide 43 off-street parking spaces for AAU faculty and staff use (approved by conditional use authorization), three parking spaces for the existing restaurant use, and one car share space for a total reduction of six spaces from the existing 53 spaces. Therefore, the revised project would be in compliance with the planning code. No mitigation measures are necessary. There would be no new significant impacts related to parking at 2550 Van Ness Avenue. The revised project would not change the conclusions reached in the Final EIR regarding parking, and no new mitigation is required.

## **2801 Leavenworth Street (the Cannery)**

AAU currently uses a portion of the building at 2801 Leavenworth Street (80,908 square feet) for office, gallery, and multi-use/event space. Other tenants include a mix of office, retail, commercial, and restaurant uses. The Final EIR analyzed the conversion and occupation of the entire 133,675 square foot site by AAU for institutional use. However, as part of the revised project, AAU would modify its application to retain retail or other active uses on the ground floor that are physically accessible to members of the public during the normal retail hours of operation customary in the area. AAU may have galleries on the ground floor and limit other uses to the mezzanine, second and third floors of the building.

Since AAU would reduce its footprint at 2801 Leavenworth Street by modifying its application, compared to the Final EIR, AAU would reduce vehicular, transit, shuttle, pedestrian, bicycle, truck trips to or from this project site (see Tables 15 and 16 in Appendix B). Therefore, impacts related to VMT, transit, shuttle, pedestrians, bicycles, loading, traffic hazards, emergency vehicle access, construction, and parking would be reduced as compared to the previously proposed project. There would be no new significant impacts related to transportation at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding transportation and circulation, and no new mitigation is required.

## **2225 Jerrold Avenue**

The Final EIR analyzed the 2225 Jerrold Avenue site for vehicle and commercial storage uses, office space, and AAU recreational uses that included a gym and basketball courts. Under the revised project, AAU would revise its change of use application to replace the initially proposed AAU recreational facilities with a community facility that is open to the public and includes a multi-purpose recreation room and indoor and outdoor community facility lounge spaces.

Compared to the Final EIR, the revised project would not result in increased vehicle trips, including shuttle trips, to and from the site. The proposed project would, however, increase other mode trips during the PM peak hour, including nine transit trips, one bike trip, and 15 pedestrian trips. These trips are considered low volume. The revised project would not include any hazardous design features or barriers that could adversely affect pedestrian and bicycle accessibility to the project site or surrounding area. The revised project would not result in new significant impacts related to VMT, transit, shuttle, pedestrians, bicycles, loading, traffic hazards, emergency vehicle access, construction and parking compared to the previously proposed project. The revised project would not change the conclusions reached in the Final EIR regarding transportation and circulation, and no new mitigation is required.

## **Conclusion**

The revised project would not change any of the Final EIR's findings with respect to transportation and circulation impacts. There is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2010), or changes to the project that would give rise to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Conclusions from this analysis remain the same as those reached in the Final EIR related to transportation and circulation, both on a project-related and cumulative basis. In addition, note that all transportation and circulation mitigation and improvement measures would continue to apply to the revised project as applicable. Thus Mitigation Measures M-TR-3.1 (Shuttle Demand, Service Monitoring, and Capacity Utilization) and C-M-TR-2.1a (AAU Fair Share Contribution to Cumulative Transit Impact) would ameliorate conditions related to shuttle demand and operation as they may affect the revised project. Similarly, less-than-significant impacts of the revised project related to single-occupancy vehicles, monitoring of shuttle activities, bicycle parking conditions, commercial loading activities, and construction activities would be further reduced by Improvement Measures I-TR-1, I-TR-2, I-TR-4, I-TR-5, I-TR-6, and TR-7, respectively.

## **4.6 Noise**

The Final EIR's analysis of potential noise impacts associated with the original project included (1) noise generated by construction activities, (2) traffic and stationary source noise generated by future AAU operations, (3) consistency of potential future uses with San Francisco Land Use Compatibility Guidelines for Community Noise (Figure 4.7-8, City of San Francisco Land Use Compatibility Guidelines, p. 4.7-21), and (4) vibration. Potential contributions to cumulative noise impacts were evaluated in the context of the then-existing, proposed, and reasonably foreseeable future development expected in the vicinity of the original project, with the assumption that it would be limited to occupancy and change of use of existing buildings in already developed areas of the city. The Final EIR determined that the potential siting of noise-generating stationary equipment (such as pumps, fans, air-conditioning apparatus or refrigeration machines) at future study area locations could result in health effects associated with exposure to chronic

high levels of environmental noise and with exposure to short-term spikes in noise occurring during the typical hours of sleep. To reduce such a potential impact the Final EIR includes Mitigation Measure M-NO-2.1c, which requires AAU to prepare an analysis of noise that may occur with the installation of new mechanical equipment or ventilation units as part of a building change of use that would be expected to increase ambient noise levels by 5 dBA or more, either short-term, at nighttime, or as a 24-hour average, in the proposed project site vicinity.<sup>23</sup> Furthermore, all such mechanical equipment is subject to section 2909(a) and (b) of the Noise Ordinance, which limit mechanical equipment noise from residential and commercial properties at the property plane to no more than 5 and 8 dBA above the ambient noise level.

The Final EIR concluded that the original project would not expose people to temporary or permanent increases in noise levels substantially in excess of ambient levels, result in noise levels in excess of standards established in the San Francisco General Plan or Noise Ordinance, create excessive ground borne vibration, or result in any cumulative noise impacts in combination with past, present, and future projects. The revised project would not change any of these findings, as further discussed below.

The revised project includes the following activities related to noise and vibration:

- Construction activities involving minor, largely interior alterations at 1946 Van Ness Avenue, 1142 Van Ness Avenue, 2550 Van Ness Avenue, and 2801 Leavenworth Street;
- Minor changes in the volumes and distribution of traffic associated with the changes of use proposed by the revised project; and

As analyzed below, the potential temporary noise impacts associated with the revised project would be associated with construction activities, while the potential permanent noise impacts would be associated with operation of the buildings (primarily noise associated with stationary equipment and changes in traffic volumes and distribution).

As discussed previously, under the revised project AAU would vacate the six-story building at 1055 Pine Street and the one-story building at 1069 Pine Street. The 155 beds currently provided at 1055 Pine Street would be relocated to the Da Vinci Hotel at 2550 Van Ness Avenue (see discussion below). The 1069 Pine Street building contains a small gymnasium which would be relocated to an existing, similarly-sized gymnasium at 1142 Van Ness Avenue (the site of the former Concordia Club). Future uses at 1055 Pine Street and 1069 Pine Street are unknown at this time; however, changes of use and/or physical modifications at both buildings would be subject to all applicable San Francisco codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed. No substantial noise-generating activities would occur with the vacation of these two properties. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding noise, and no new mitigation is required.

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<sup>23</sup> The Final EIR also included two mitigation measures (M-NO-2.1a and 2.1b) intended to address potential noise impacts to new residential uses that would be sited in noisy environments. However, the California Supreme Court has held that CEQA does not generally require an agency to consider the effects of existing environmental conditions on a proposed project's future users or residents except where a project or its residents may exacerbate existing environmental hazards (*California Building Industry Association v. Bay Area Air Quality Management District*, December 17, 2015, Case No. S213478. Available at: <http://www.courts.ca.gov/opinions/documents/S213478.PDF>).

**1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street**

Under the revised project, AAU would vacate 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street. AAU would not make any interior or exterior modifications to these buildings and the pending change of use applications would be withdrawn, resulting in no additions or changes to any of the buildings. Any future modifications or changes of use at these sites would be subject to separate CEQA review.

Therefore, because no modifications at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street would occur, the revised project at these properties would not add new or change the magnitude of existing noise or vibration sources, because no construction or renovation activities would occur, no new vehicle trips would be generated, and no other stationary sources of noise would be added to the sites. As determined in the transportation analysis conducted for the revised project, vacation of each of these sites would result in a net decrease in trips relative to the existing conditions. Consequently, the ambient noise environment under the existing conditions would be unchanged. There would be no impact, and no mitigation measures are necessary. There would be no new significant impacts related to noise at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding noise, and no new mitigation is required.

**1946 Van Ness Avenue (the Bakery)**

***Temporary Noise Impacts***

The conversion for post-secondary educational institutional use at 1946 Van Ness Avenue would require minor modifications to the base building core and shell to bring the building into compliance with current life safety codes. This tenant improvement work would primarily occur both on the exterior and within the interior of the building; however, it would not be expected to require heavy-duty equipment, such as excavators, concrete mixers, etc. Consequently, the type and magnitude of noise that would be generated by the modifications to the building core and shell would be similar to the tenant improvement activities evaluated in the Final EIR. As discussed in the Final EIR, San Francisco Noise Ordinance Sections 2907 and 2908 limit noise from any individual piece of non-impact construction equipment to 80 dBA at 100 feet, and prohibit construction noise that exceeds 5 dBA over the ambient noise level at the nearest property line during the nighttime hours (i.e., between 8:00 p.m. and 7:00 a.m.), respectively. The same requirements would apply to the tenant improvement activities at 1946 Van Ness Avenue. Additionally, no pile driving or other construction equipment that could result in ground borne vibration would be used for the tenant improvements. Therefore, the additional tenant improvement work at 1946 Van Ness Avenue would primarily occur indoors and would be shielded from adjacent land uses, would not likely require heavy-duty construction equipment, and would be required to adhere to the San Francisco Noise Ordinance. Consequently, temporary noise impacts would be less than significant, and no mitigation measures are necessary. There would be no new significant impacts related to noise at 1946 Van Ness Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding noise, and no new mitigation is required.

### ***Permanent Noise Impacts***

Long-term, operational sources of potential noise at 1946 Van Ness Avenue would include increased traffic, stationary sources, and student-generated noise. The institutional use proposed for 1946 Van Ness Avenue would be a non-sensitive use and thus no new sensitive receptors would be exposed to noise. The transportation analysis conducted for the revised project has determined that AAU's use of 1946 Van Ness Avenue would result in 1,386 daily person trips to and from the site. The majority of trips, however, would be associated either with a low-noise mode of transport (i.e., bicycle or walking), or with the existing transportation infrastructure (i.e., existing bus or AAU shuttle routes). The revised project would not require any additional transit or AAU shuttle trips to accommodate the use at 1946 Van Ness Avenue. All other trips (19 trips in the PM peak hour) would occur with a passenger vehicle. According to the revised project transportation analysis, existing volumes on Van Ness near 1946 Van Ness Avenue are approximately 1,830 vehicles in the PM peak hour. Existing volumes on Jackson and Washington Streets, two smaller streets adjacent to the site, are 320 and 200 vehicles in the PM peak hour, respectively. There would only be an increase in 19 vehicles in the PM peak hour, which is approximately 1 percent of current volumes on Van Ness and less than 10 percent of current volumes on Jackson and Washington Streets. Traffic noise typically produces a noticeable increase in noise (i.e., 3 decibels) when there is a doubling of the existing traffic volumes on a roadway. Because the increase in volumes from 1946 Van Ness Avenue would be comparatively small on any of the 3 adjacent roadways, the increase in noise would be less than 3 decibels, not detectable, and less than significant based on the criteria used in the EIR. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding traffic noise, and no new mitigation is required.

The use at 1946 Van Ness Avenue could involve the installation and use of new stationary equipment, such as pumps, fans, air-conditioning apparatus, etc. Any stationary equipment currently located at the site would be considered to be part of the existing conditions and is not evaluated. These types of noise sources were evaluated in the EIR and were found to be less than significant with implementation of Mitigation Measure M-NO-2.1c, which requires demonstration that new mechanical equipment is compliant with Section 2909 of the city's Noise Ordinance. Compliance with Section 2909 of the city's Noise Ordinance would ensure that operational noise from new stationary sources at 1946 Van Ness Avenue would not increase substantially above ambient noise and would not result in noise levels considered to be incompatible with existing residential uses nearby (greater than 45 dBA between the hours of 10:00 p.m. to 7:00 a.m. or 55 dBA between the hours of 7:00 a.m. to 10:00 p.m. with windows open). Consequently, the revised project would not change the conclusions reached in the Final EIR regarding operational stationary source noise, and no new mitigation is required.

Student noise at 1946 Van Ness Avenue would be another potential source of operational noise. The Final EIR determined that, while the introduction of students in institutional sites could lead to loud music or other entertainment-related noise, any increase in noise would be consistent with a highly urbanized downtown environment. The instructional and classroom uses proposed for 1946 Van Ness Avenue would not be expected to include students yelling or the playing of loud music. Additionally, the Final EIR cited the city's Noise Ordinance as a method through which excessive noise could be satisfactorily addressed via complaints to the San Francisco Police Department. Therefore, noise impacts resulting from the introduction of students and faculty to 1946 Van Ness Avenue would be less than significant. The same conclusion would apply to 1946 Van Ness Avenue and any potential noise generated by students. Consequently, the revised project would not change the conclusions reached in the Final EIR regarding student noise, and no new mitigation is required.

### **1142 Van Ness Avenue (the Concordia Club)**

#### ***Temporary Noise Impacts***

Because no physical improvements are proposed at 1142 Van Ness Avenue, no noise-generating construction or renovation-related equipment would be used at the site. There would be no exterior changes to the building, and the changes to the interior of the building would be limited to the replacement of existing broken, worn out, or unsafe fixtures. The physical act of replacing fixtures is not considered to be a noise-intensive activity, because it would not involve noisy, heavy-duty equipment. Any noise that would occur from small hand tools or other minor equipment would be indoors and would not be audible at any nearby noise-sensitive land uses. Consequently, there would be no appreciable sources of noise that could generate temporary noise levels that are substantially above existing ambient noise levels, and the revised project temporary noise impacts would be less-than-significant. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding temporary noise impacts, and no new mitigation is required.

#### ***Permanent Noise Impacts***

Long-term, operational sources of potential noise at 1142 Van Ness Avenue would include increased traffic, stationary sources, and student-generated noise. The land use at 1142 Van Ness Avenue would not include residential or other sensitive uses and thus no new sensitive receptors would be exposed to noise. The transportation analysis conducted for the revised project has determined that AAU's use of 1142 Van Ness Avenue would result in 2,815 daily person trips to and from the site. The majority of trips, however, would either be with a low-noise mode of transport (i.e., bicycle or walking), or with the existing transportation infrastructure (i.e., existing bus or AAU shuttle routes). The revised project would not require any additional transit or AAU shuttle trips to accommodate the use at 1142 Van Ness Avenue. All other trips (39 trips in the PM peak hour) would occur with a passenger vehicle. According to the revised project transportation analysis, existing volumes on Van Ness near 1142 Van Ness Avenue are approximately 1,959 vehicles in the PM peak hour. Existing volumes on Geary Boulevard and Post Street are 750 and 620 vehicles in the PM peak hour, respectively. There would be an increase in 39 vehicles in the PM peak hour, which is approximately 2 percent of current volumes on Van Ness and less than 7 percent of current volumes on Geary Boulevard and Post Street. Traffic noise typically produces a noticeable increase in noise (i.e., 3 decibels) when there is a doubling of the existing traffic volumes on a roadway. Because the increase in volumes from 1142 Van Ness Avenue would be comparatively small on any of the three roadways, the increase in noise would be less than 3 decibels, a level that is not detectable, and would be less than

significant based on the criteria used in the EIR. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding traffic noise, and no new mitigation is required.

The use at 1142 Van Ness Avenue could involve the installation and use of new stationary equipment, such as pumps, fans, air-conditioning apparatus, etc. Any stationary equipment current located at the site would be considered to be part of the existing conditions and is not evaluated. These types of noise sources were evaluated in the EIR and were found to be less than significant with implementation of Mitigation Measure M-NO-2.1c, which requires demonstration that new mechanical equipment is compliant with Section 2909 of the city's Noise Ordinance. Compliance with Section 2909 of the city's Noise Ordinance would ensure that operational noise from new stationary sources at 1142 Van Ness Avenue does not increase substantially above ambient noise and does not result in noise levels considered to be incompatible with existing residential uses nearby (greater than 45 dBA between the hours of 10:00 p.m. to 7:00 a.m. or 55 dBA between the hours of 7:00 a.m. to 10:00 p.m. with windows open). Consequently, the revised project would not change the conclusions reached in the Final EIR regarding operational stationary source noise, and no new mitigation is required.

Student noise at 1142 Van Ness Avenue would be another potential source of operational noise. The Final EIR determined that, while the introduction of students in institutional sites could lead to loud music or other entertainment-related noise, any increase in noise would be consistent with a highly urbanized downtown environment. Similar to the proposed change of use at 1946 Van Ness, the proposed instructional and classroom use at 1142 Van Ness Avenue would not be expected to include loud music or other entertainment-related noise. Additionally, the Final EIR cited the city's Noise Ordinance as a method through which excessive noise could be handled via complaints to the San Francisco Police Department. The same conclusion would apply to 1142 Van Ness Avenue and any potential noise generated by students. Consequently, the revised project would not change the conclusions reached in the Final EIR regarding student noise, and no new mitigation is required.

## **2550 Van Ness Avenue (the Da Vinci Hotel)**

### ***Temporary Noise Impacts***

The revised project would result in permitting changes at 2550 Van Ness Avenue but would involve minimal physical changes to the building. To convert the building from a tourist hotel to student housing, tenant improvements would occur within the interior of the building but would be limited to the replacement of hotel furnishings with student dormitory furnishings. The physical act of replacing the furnishings is not considered to be a noise-intensive activity, because it would not involve noisy, heavy-duty equipment. Any noise that does occur from small hand tools or other minor equipment would be indoors and would not be audible at any nearby noise-sensitive land uses. Delivery and removal of furnishings to/from the site would likely involve moving trucks on the surrounding roadways, but it is unlikely that the number of moving truck trips required to replace the furnishings at a 136 room hotel would change the existing roadway noise levels in the vicinity of the building in a noticeable manner. Because no heavy-duty construction equipment would be required that could potentially create temporary substantial increases in noise or vibration, the revised project would continue to result in a less-than-significant impact. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding temporary noise impacts, and no new mitigation is required.



### ***Permanent Noise Impacts***

The changes occurring at 2550 Van Ness Avenue would result in minor changes to the current operational noise sources located at the site. The transportation analysis conducted for the revised project has determined that AAU's use of 2550 Van Ness Avenue would result in a net decrease of 17 passenger vehicle trips to and from the site relative to the current use as a tourist hotel. The number of trips to and from the site using any mode of transport would increase overall, but most of the trips would use a low-noise mode of transport (i.e., bicycle or walking), or the existing transportation infrastructure (i.e., existing bus or AAU shuttle routes), which would not increase the existing noise environment. Students are more likely to use bicycle, walking, or public transit modes of transport than the users of a tourist hotel, who would be more likely to use passenger vehicles. As such, there would be 17 fewer noise-generating trips as a student dormitory according to the transportation analysis. The use of 2550 Van Ness Avenue, then, would not result in any additional traffic noise, because there would be fewer passenger vehicles traveling to the site. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding traffic noise, and no new mitigation is required.

The use at 2550 Van Ness Avenue could involve the installation and use of new stationary equipment, such as pumps, fans, air-conditioning apparatus, etc. Any stationary equipment current located at the site would be considered to be part of the existing conditions and is not evaluated. These types of noise sources were evaluated in the EIR and were found to be less than significant with implementation of Mitigation Measure M-NO-2.1c, which requires demonstration that new mechanical equipment is compliant with Section 2909 of the city's Noise Ordinance. Compliance with Section 2909 of the city's Noise Ordinance would ensure that operational noise from new stationary sources at 2550 Van Ness Avenue does not increase substantially above ambient noise and does not result in noise levels considered to be incompatible with existing residential uses nearby (greater than 45 dBA between the hours of 10:00 p.m. to 7:00 a.m. or 55 dBA between the hours of 7:00 a.m. to 10:00 p.m. with windows open). Consequently, the revised project would not change the conclusions reached in the Final EIR regarding operational stationary source noise, and no new mitigation is required.

Under the revised project, the 136 rooms currently serving tourists at the Da Vinci Hotel would become rooms for up to 306 students. While some increase in noise from students may periodically occur, it would not be substantially greater in magnitude to the current user noise at the hotel. As such, the use of 2550 Van Ness Avenue would not significantly change the level of noise from site users (i.e., music and other entertainment-related noise) in an appreciable manner. Consequently, the revised project would not change the conclusions reached in the Final EIR regarding student noise, and no new mitigation is required.

The current building at 2550 Van Ness Avenue is a tourist hotel and is considered a noise-sensitive land use. Converting the building to a student dormitory, which also would be a noise-sensitive land use, could result in an increase in the potential number of individuals who could be exposed to potentially significant ambient noise levels. The tourist hotel likely has a number of vacant rooms on any given day or rooms that are occupied by a single person, while the student dormitory would more likely be fully occupied on most days with two occupants per room. Consequently, converting 2550 Van Ness Avenue from a tourist hotel to a student dormitory would site new sensitive receptors, and, as such, Mitigation Measure M-NO-2.1b would apply. Mitigation Measure M-NO-2.1b, Siting of Noise-Sensitive Uses, requires the preparation of a noise analysis that includes a site survey to identify noise-generating uses within 900 feet of, and with a direct line-of-sight to, the project site, and at least one 24-hour noise measurement. The analysis required

by this mitigation measure would need to demonstrate that the acceptable interior noise levels consistent with the Title 24 Standards can be attained, prior to project approval. With implementation of Mitigation Measure M-NO-2.1b, new sensitive receptors at 2550 Van Ness Avenue would not be exposed to noise in excess of the Title 24 Standards. The revised project would not change the conclusions reached in the Final EIR regarding sensitive receptor exposure, and no new mitigation is required.

### **2801 Leavenworth Street (the Cannery)**

#### ***Temporary Noise Impacts***

The revised project would result in permitting changes at 2801 Leavenworth Street but would involve few physical changes at the building. There would be no exterior changes to the building, and the changes to the interior of the building would be limited to the replacement of existing broken, worn out, or unsafe fixtures. The physical act of replacing fixtures is not considered to be a noise-intensive activity, because it would not involve noisy, heavy-duty equipment. Any noise that does occur from small hand tools or other minor equipment would be indoors and would not be audible at any nearby noise-sensitive land uses. Because no heavy-duty construction equipment would be required that could potentially create temporary substantial increases in noise or vibration, the revised project would continue to result in a less-than-significant impact. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding temporary noise impacts, and no new mitigation is required.

#### ***Permanent Noise Impacts***

The changes occurring at 2801 Leavenworth Street would, overall, result in minor changes to the current operational noise sources located at the site. As determined in the transportation analysis conducted for the revised project, the changes to 2801 Leavenworth Street would result in a net decrease of 39 vehicle trips relative to the existing conditions. The use of 2801 Leavenworth Street, then, would not result in any additional traffic noise, because there would be 39 fewer noise-generating passenger vehicles traveling to the site. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding traffic noise, and no new mitigation is required.

The permitting changes at 2801 Leavenworth Street would not drastically change the types of uses in the building; thus, it is unlikely that any changes to stationary equipment, such as pumps, fans, air-conditioning apparatus, etc. would be required. Stationary source noise impacts, then, would remain unchanged from the Final EIR. In the event that any new stationary equipment is required at 2801 Leavenworth Street, it would comply with the city's Noise Ordinance. Stationary source noise was evaluated in the EIR and was found to be less than significant with implementation of Mitigation Measure M-NO-2.1c, which requires demonstration that new mechanical equipment is compliant with Section 2909 of the city's Noise Ordinance. Compliance with Section 2909 of the city's Noise Ordinance would ensure that operational noise from new stationary sources, if necessary, at 2801 Leavenworth Street does not increase substantially above ambient noise and does not result in noise levels considered to be incompatible with existing residential uses nearby (greater than 45 dBA between the hours of 10:00 p.m. to 7:00 a.m. or 55 dBA between the hours of 7:00 a.m. to 10:00 p.m. with windows open). Consequently, the revised project would not change the conclusions reached in the Final EIR regarding operational stationary source noise, and no new mitigation is required.

Student and other site-user noise at 2801 Leavenworth Street would be approximately the same as discussed for the Final EIR, because the site uses would not drastically change as a result of the revised

project. Consequently, the revised project would not change the conclusions reached in the Final EIR regarding student noise, and no new mitigation is required.

## **2225 Jerrold Avenue**

### ***Temporary Noise Impacts***

The revised project at 2225 Jerrold Avenue would consist primarily of interior modifications and minor exterior modifications related to pedestrian and bicycle infrastructure to provide safe access to the community facility on-site. Interior changes to the existing building would not involve heavy equipment and indoor construction noise would largely be shielded from any nearby noise-sensitive uses in the surrounding area. Exterior construction would also be limited and would not require heavy equipment or substantial ground disturbance and excavation, except for improvements to pedestrian and bicycle infrastructure. Such construction would be temporary in nature and would not generate substantial construction-related noise.

Because no heavy-duty construction equipment would be required that could potentially create temporary substantial increases in noise or vibration, the revised project would continue to result in a less-than-significant impact. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding temporary noise impacts, and no new mitigation is required.

### ***Permanent Noise Impacts***

The revised project would change the uses on-site from a recreational facility for AAU students and staff to community use. The revised project would not increase vehicle trips to the site, including shuttles. Therefore, the revised project would not result in additional traffic noise and the conclusions reached in the Final EIR regarding traffic noise would not change. No new mitigation is required.

If any new noise-generating stationary equipment such as fan or air-conditioning apparatuses are required, it would comply with the city's Noise Ordinance. Stationary source noise was evaluated in the EIR and was found to be less than significant with implementation of Mitigation Measure M-NO-2.1c, which requires demonstration that new mechanical equipment is compliant with Section 2909 of the city's Noise Ordinance. Compliance with Section 2909 of the city's Noise Ordinance would ensure that operational noise from new stationary sources, if necessary, at 2225 Jerrold Avenue would not increase substantially above ambient noise and would not result in noise levels considered to be incompatible with existing residential uses nearby (greater than 45 dBA between the hours of 10:00 p.m. to 7:00 a.m. or 55 dBA between the hours of 7:00 a.m. to 10:00 p.m. with windows open). Consequently, the revised project would not change the conclusions reached in the Final EIR regarding operational stationary source noise, and no new mitigation is required.

## **Conclusion**

The revised project would not change any of the Final EIR's findings with respect to noise and vibration impacts. There is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2010), or changes to the project that would give rise to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Conclusions from this analysis remain the same as those reached

in the Final EIR related to noise and vibration, both on a project-related and cumulative basis. As discussed above, Mitigation Measure M-NO-2.1c would continue to apply to the revised project.

#### **4.7 Air Quality**

The air quality analysis in the Final EIR assessed air quality impacts under both a full occupancy scenario and a partial occupancy scenario. The partial occupancy scenario was developed to capture worst case ROG emissions, and assumes occupancy of all but 200,000 square feet of the 779,670 square feet of the space AAU might occupy under the original project; the remaining 200,000 square feet would be under renovation while the other 579,670 square feet would be in operation by AAU. The full occupancy scenario represents the combined total of all AAU operations from the project sites and study areas.

The Final EIR evaluated the impact of tenant improvements, such as painting, seismic retrofit work, and installing fire sprinkler systems, and determined that simultaneous renovation of 100,000 square feet of building space, as part of a partial occupancy scenario<sup>24</sup>, would not exceed the air quality district's significance thresholds. Mitigation Measure M-AQ-3.3 of the Final EIR limits renovation to a maximum of 100,000 square feet of building space at a time.

The Final EIR determined that the original project would not violate an air quality standard or contribute substantially to an existing violation during the renovation activities in the study areas and at the project sites either under the full occupancy operational scenario or under the partial occupancy scenario. The Final EIR also determined that neither construction activities nor operations, including growth in shuttle bus emissions, would result in toxic air contaminant emissions that would expose sensitive receptors to substantial pollution concentrations; nor would the original project conflict with an applicable air quality plan or generate objectionable odors, as concluded in the Final EIR. The revised project would not change any of these findings, as further discussed below.

#### **1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street**

Under the revised project, AAU would vacate 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street. AAU would not make any interior or exterior modifications to these buildings and the change of use application would be withdrawn, resulting in no additions or changes to any of the buildings. Any future modifications or changes of use at these sites would be subject to separate CEQA review.

Therefore, because no modifications at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street would occur the sites would be vacated, the revised project at these properties would not increase fugitive dust, criteria pollutant, toxic air contaminant, or odor emissions. Emissions associated with renovation and operation of these three buildings, as analyzed in the Final EIR, would no longer be

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<sup>24</sup> The partial occupancy scenario is defined as the occupancy of all but 200,000 square feet of the 779,670 square feet space that AAU was assumed to have occupied in the Final EIR. Emissions from the Partial Study Area Occupancy scenario of the Final EIR are the combined total of operational emissions (shuttle bus emissions, non-shuttle vehicle emissions, natural gas combustion, and landscaping emissions) from the Final EIR project sites and 579,670 sf of the Final EIR study areas, plus the construction emissions from the final 200,000 sf of remaining study area renovations.

generated when AAU vacates these properties. The transportation analysis conducted for the revised project determined that vacating each of these sites would result in a net decrease in trips relative to the existing conditions and hence a decrease in VMT and the corresponding criteria pollutant emissions. The revised project at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street would not conflict with the air quality district's 2017 Clean Air Plan, because vacating these buildings would result in less criteria pollutant emissions than was evaluated in the Final EIR.

The revised project involves AAU vacating 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street and converting other existing buildings for AAU use. Vacation of 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street would not worsen any air quality impacts discussed in the Final EIR. Consequently, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required.

### **1946 Van Ness Avenue (the Bakery)**

#### ***Construction***

The conversion to a post-secondary educational institutional use at 1946 Van Ness Avenue would require minor modifications to the base building core and shell to bring the building into compliance with current life safety codes. This tenant improvement work would primarily occur within the interior of the building and would not be expected to require heavy-duty equipment, such as excavators, concrete mixers, etc., and this requirement would apply to any tenant improvement activities at 1946 Van Ness Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required.

With respect to construction sources of toxic air contaminant emissions, tenant improvements at 1946 Van Ness Avenue would involve minimal use of diesel-powered equipment. Because the site is not located in an air pollution exposure zone, it would not be subject to the construction emissions minimization plan requirement that is specified in the Final EIR. Although the amount of diesel equipment required is anticipated to be minor if it is required at all, the use of diesel equipment outside of an air pollution exposure zone for the tenant improvement activities is not considered to be a significant impact, based on the criteria used in the Final EIR. Further, the Mitigation Measure M-AQ-3.3 limit of 100,000 square feet of building space at a given time would apply to any improvement activities at 1946 Van Ness Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR with respect to construction toxic air contaminant emissions, and no new mitigation is required.

#### ***Operation***

With respect to criteria air pollutant emissions, the transportation analysis conducted for the revised project determined that the change of use at 1946 Van Ness Avenue would result in an increase of 19 daily vehicle trips to and from the site that could result in additional emissions. Regarding operation of the building, the proposed use of 1946 Van Ness Avenue would result in approximately 25,840 square feet of AAU-operated institutional space. Building-related emissions would be associated with heating, ventilation and air conditioning.

The addition of 19 vehicle trips during the peak hour (see Table 5) with the change of use at 1946 Van Ness Avenue would not affect the conclusion in the Final EIR with respect to local carbon monoxide impacts when considering the net loss of 19 vehicle trips indicated in Table 5 that would occur with implementation of the revised project. The additional 25,840 square feet of institutional space proposed for 1946 Van Ness Avenue would not result in a substantial increase in emissions analyzed in the Final EIR when considering the relatively minor net increase in total institutional space of 454 square feet and 29 beds that would occur with implementation of the revised project.

With respect to toxic air contaminants, the use of 1946 Van Ness Avenue would not include any substantial sources of toxic air contaminants. No diesel generator is currently located at 1946 Van Ness Avenue, and there is no intention to add one at the site. The Final EIR evaluated the worst-case scenario for mobile source toxic air contaminant emissions from the AAU shuttles. According to the transportation analysis, the use of 1946 Van Ness Avenue would not require an increase in the number of shuttles that AAU would operate; however, an additional shuttle stop is proposed at 1604 Broadway. The addition of a shuttle stop without any increase in the number of shuttles would not result in more emissions than the worst-case analysis from the Final EIR, which accounted for growth in shuttle use commensurate with the higher student growth projections evaluated in the Final EIR. However, as discussed above, student growth is anticipated to be substantially lower than projected. Consequently, there would be no further impacts pertaining to operational toxic air contaminant emissions at 1946 Van Ness Avenue from the revised project.

Additionally, implementation of the revised project at 1946 Van Ness Avenue would not conflict with the air quality district's 2017 Clean Air Plan, and it would not change the conclusions reached in the Final EIR, and no new mitigation is required.

#### **1142 Van Ness Avenue (the Concordia Club)**

##### ***Construction***

The conversion of 1142 Van Ness Avenue to a post-secondary educational institutional use would include no exterior changes to the building, and the changes to the interior of the building would be limited to some re-painting of walls and to the replacement of existing broken, worn out, or unsafe fixtures. The replacement of fixtures would not be an activity that would be of concern regarding air quality, because it would not likely involve the use of gas- or diesel-powered equipment, or substantial paint application that could result in off-gassing related emissions. Therefore, substantial air quality impacts are not anticipated for the limited construction activities that could occur at 1142 Van Ness Avenue. Further, the Mitigation Measure M-AQ-3.3 limit of 100,000 square feet of building space at a given time would apply to any improvement activities at 1142 Van Ness Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required.

With respect to construction sources of toxic air contaminant emissions, the limited tenant improvements at 1142 Van Ness Avenue would not likely involve the use of diesel-powered equipment. Because the site is not located in an air pollution exposure zone, it would not be subject to the construction emissions minimization plan requirement that is specified in the Final EIR. Although the amount of diesel equipment required is anticipated to be minor if it is required at all, the use of diesel equipment outside of an air pollution exposure zone for the tenant improvement activities is not considered to be a significant impact, based on the criteria used in the Final EIR. Therefore, the revised project would not change the conclusions

reached in the Final EIR with respect to construction toxic air contaminant emissions, and no new mitigation is required.

### ***Operation***

With respect to criteria air pollutant emissions, the transportation analysis conducted for the revised project determined that the change of use at 1142 Van Ness Avenue would result in a net increase of 39 daily vehicle trips to and from the site that could result in additional emissions. Regarding operation of the building, the proposed use of 1142 Van Ness Avenue would result in approximately 50,221 square feet of AAU-operated institutional space. Building-related emissions would be associated with heating, ventilation and air conditioning.

The addition of 39 vehicle trips during the peak hour (see Table 5) with the change of use at 1142 Van Ness Avenue would not affect the conclusion in the Final EIR with respect to local carbon monoxide impacts when considering the net loss of 19 vehicle trips indicated in Table 5 that would occur with implementation of the revised project. The additional 25,840 square feet of institutional space proposed for 1142 Van Ness Avenue would not result in a substantial increase in emissions analyzed in the Final EIR when considering the relatively minor net increase in total institutional space of 454 square feet and 29 beds that would occur with implementation of the revised project.

With respect to toxic air contaminants, the use of 1142 Van Ness Avenue would not include any substantial sources of toxic air contaminants. No diesel generator is currently located at 1946 Van Ness Avenue, and there is no intention to add one at the site. The Final EIR evaluated the worst-case scenario for mobile source toxic air contaminant emissions from the AAU shuttles. According to the transportation analysis, the use of 1142 Van Ness Avenue would not require an increase in the number of shuttles that AAU would operate; however, an additional shuttle stop is proposed at 1604 Broadway Avenue. The addition of a shuttle stop without any increase in the number of shuttles would not result in more emissions than the worst-case analysis from the Final EIR, which accounted for growth in shuttle use commensurate with the higher student growth projections evaluated in the Final EIR. However, as discussed previously, student growth is anticipated to be substantially lower than projected. Consequently, there would be no further impacts pertaining to operational toxic air contaminant emissions at 1142 Van Ness Avenue from the revised project.

Additionally, implementation of the revised project at 1142 Van Ness Avenue would not conflict with the air quality district's 2017 Clean Air Plan, and it would not change the conclusions reached in the Final EIR, and no new mitigation is required.

### **2550 Van Ness Avenue (the Da Vinci Hotel)**

#### ***Construction***

The revised project would result in the use of 2550 Van Ness Avenue to replace student housing space vacated at other AAU buildings. There would be no exterior changes to the building, and the changes to the interior of the building would be limited to the replacement of hotel furnishings with student furnishings. The replacement of furnishings would not generate substantial air emissions, because it would not likely involve the use of gas- or diesel-powered equipment, or substantial paint application that could result in off-gassing related emissions. Therefore, substantial air quality impacts are not anticipated for the limited construction activities that could occur at 2550 Van Ness Avenue. Further, the Mitigation Measure

M-AQ-3.3 limit of 100,000 square feet of building space at a given time would apply to any improvement activities at 2550 Van Ness Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required. Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required.

With respect to construction sources of toxic air contaminant emissions, the use of 2550 Van Ness Avenue would not likely involve the use of diesel-powered equipment. Because the site is not located in an air pollution exposure zone, it would not be subject to the construction emissions minimization plan requirement that is specified in the Final EIR. Although the amount of diesel equipment required is anticipated to be minor if it is required at all, the use of diesel equipment outside of an air pollution exposure zone for the tenant improvement activities is not considered to be a significant impact, based on the criteria used in the Final EIR. Therefore, the revised project would not change the conclusions reached in the Final EIR with respect to construction toxic air contaminant emissions, and no new mitigation is required.

### **Operation**

With respect to criteria air pollutant emissions, the transportation analysis conducted for the revised project determined that the change of use at 2550 Van Ness Avenue would result in a net decrease of 17 PM peak hour vehicle trips to and from the site that could result in additional emissions. Regarding operation of the building, the proposed use of 2550 Van Ness Avenue would result in approximate maximum of 54,298 square feet of AAU-operated residential space. Building-related emissions would be associated with heating, ventilation and air conditioning.

The decrease of 17 vehicle trips during the peak hour (see Table 5) with the change of use at 2550 Van Ness Avenue would not affect the conclusion in the Final EIR with respect to local carbon monoxide impacts when considering the net loss of 19 vehicle trips indicated in Table 5 that would occur with implementation of the revised project. The additional 25,840 square feet of institutional space proposed for 2550 Van Ness Avenue would not result in a substantial increase in emissions analyzed in the Final EIR when considering the relatively minor net increase in total institutional space of 454 square feet and 29 beds that would occur with implementation of the revised project. Further, the change of use at 2550 Van Ness Avenue would result in a decrease in VMT relative to the existing conditions, according to the transportation analysis. Students are more likely to use bicycle, walking, or public transit modes of transport than the users of a tourist hotel, who would be more likely to use passenger vehicles. As such, there would not be any additional emissions from vehicles associated with 2550 Van Ness Avenue. Furthermore, as shown in Table 5, the net effect of the revised project would be a decrease in 17 PM peak hour vehicle trips per day.

With respect to toxic air contaminants, the use of 2550 Van Ness Avenue would not include any substantial sources of toxic air contaminants. No diesel generator is currently located at 2550 Van Ness Avenue, and there is no intention to add one at the site. According to the transportation analysis, the use of 2550 Van Ness Avenue would not require an increase in the number of shuttles that AAU would operate; however, additional shuttle stops are proposed at 2151 Van Ness Avenue, 1604 Broadway, and 1142 Van Ness Avenue. The addition of three shuttle stops without any increase in the number of shuttles would not result in more emissions than the worst-case analysis from the Final EIR, which accounted for growth in shuttle use commensurate with the higher student growth projections evaluated in the Final EIR. However, as discussed above, student growth is anticipated to be substantially lower than projected. Consequently,



there would be no further impacts pertaining to operational toxic air contaminant emissions at 2550 Van Ness Avenue from the revised project.

Additionally, implementation of the revised project at 2550 Van Ness Avenue would not conflict with the air quality district's 2017 Clean Air Plan, and it would not change the conclusions reached in the Final EIR, and no new mitigation is required.

### **2801 Leavenworth Street (the Cannery)**

#### ***Construction***

The revised project would result in the use of the ground floor of 2801 Leavenworth Street as a publicly-accessible retail space. There would be no exterior changes to the building, and the changes to the interior of the building would be limited to minor renovations. These minor renovations would not generate substantial air emissions because they would not likely involve the use of gas- or diesel-powered equipment, or substantial paint application that could result in off-gassing related emissions. Therefore, substantial air quality impacts are not anticipated for the limited construction activities that could occur at 2801 Leavenworth Street. Furthermore, Mitigation Measure M-AQ-3.3 would limit the amount of construction to 100,000 square feet of building space at a given time would apply to any improvement activities at 2801 Leavenworth Street. Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required. Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required.

With respect to construction sources of toxic air contaminant emissions, the change of use at 2801 Leavenworth Street would not likely involve the use of diesel-powered equipment. However, because the site is in the air pollution exposure zone, any use of diesel equipment that is required would be subject to Mitigation Measure M-AQ-2.1 from the Final EIR. If diesel equipment is used at the site, the project sponsor is required to submit a construction emissions minimization plan to the city for review that documents compliance with measures to reduce emissions from diesel equipment. Thus, diesel construction emissions at 2801 Leavenworth Street would be minimized if they occur at all and would be less than significant. Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required.

#### ***Operation***

The changes occurring at 2801 Leavenworth Street would result in minor changes to operational emissions. While the Final EIR evaluated the entire 133,675 square foot 2801 Leavenworth building as institutional space, the revised project would change 4,142 square feet to retail space, 2,745 square feet to multi-functional space, and 409 square feet to storage. These modifications would not result in an appreciable change in the building's operational emissions as compared to what was evaluated in the Final EIR, because the sources of operational emissions for institutional, retail, multi-functional, and storage space are of a similar nature and magnitude. Additionally, the building would be used in the same fundamental manner despite the change in use (i.e. institutional and retail space would both use natural gas, require occasional landscaping equipment, and generate consumer product emissions). There would be no further impacts pertaining to operational criteria pollutant emissions at 2801 Leavenworth Street from the revised project.

The change of use at 2801 Leavenworth Street would result in a decrease in VMT relative to the existing conditions, according to the transportation analysis. As such, there would not be any additional emissions

from vehicles associated with 2801 Leavenworth Street. Furthermore, as shown in Table 5, the net effect of the revised project would be a decrease in 17 vehicle trips during the PM peak hour period.

With respect to operational sources of toxic air contaminant emissions, the change of use at 2801 Leavenworth Street would not include the use of any substantial sources of toxic air contaminants. There is no diesel generator at 2801 Leavenworth, and there is no intention to add one at the site. The Final EIR evaluated the worst-case scenario for mobile source toxic air contaminant emissions from the AAU shuttles, and, because the change of use at 2801 Leavenworth Street would decrease the number of students riding the AAU shuttles<sup>25</sup>, the revised project would not result in more emissions than the worst case analysis from the Final EIR. Consequently, there would be no further impacts pertaining to operational toxic air contaminant emissions at 2801 Leavenworth Street from the revised project.

## **2225 Jerrold Avenue**

### ***Construction***

The original project analyzed AAU's proposed use as AAU office space, storage area for AAU bus operations, mechanical/janitorial functions, and other miscellaneous storage for AAU purposes, along with approximately 22,683 square feet for SFFD storage use. In addition, the original project analyzed the inclusion of an approximately 17,533 square-foot AAU basketball court and weight room for students and staff. Under the revised project, AAU would revise its change of use application to replace the initially proposed AAU recreational facilities with an approximately 15,084 square foot community facility that is open to the public and includes a multi-purpose recreation room and indoor and outdoor community facility lounge spaces.

The proposed change of use to a community facility would not require substantial construction activities that would generate substantial air emissions because they would not likely involve the use of gas- or diesel-powered equipment, or substantial paint application that could result in off-gassing related emissions. Therefore, substantial air quality impacts are not anticipated for the limited construction activities that could occur at 2225 Jerrold Avenue. Furthermore, Mitigation Measure M-AQ-3.3, which would limit the amount of construction to 100,000 square feet of building space on AAU properties at a given time, would include any improvement activities at 2225 Jerrold Avenue. Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required. Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required.

With respect to construction sources of toxic air contaminant emissions, the change of use at 2225 Jerrold Avenue would not likely involve the use of diesel-powered equipment. However, because the site is in the Article 38 Air Pollution Exposure Zone, any use of diesel equipment that is required would be subject to Mitigation Measure M-AQ-2.1 from the Final EIR. If diesel equipment is used at the site, the project sponsor is required to submit a construction emissions minimization plan to the city for review that documents compliance with measures to reduce emissions from diesel equipment. Thus, diesel construction emissions at 2225 Jerrold Avenue would be minimized if they occur at all and would be less than significant.

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<sup>25</sup> This conclusion is based on the transportation analysis conducted for the revised project.

Therefore, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required.

### **Operation**

The revised project would change the use of the site from a recreational facility for AAU students and staff to a publicly accessible community facility. In addition, the revised project includes pedestrian and bicycle infrastructure improvements to provide safe access to the site. These modifications would not result in an appreciable change in the building's operational emissions as compared to what was evaluated in the Final EIR because the sources of operational emissions would be the same and the building would be used in the same fundamental manner, despite the change of use. There would be no further impacts pertaining to operational criteria pollutant emissions at 2225 Jerrold Avenue from the revised project.

The change of use at 2225 Jerrold Avenue would not result in a substantial change in VMT relative to the existing conditions, according to the transportation analysis. As such, there would not be any additional emissions from vehicles associated with 2225 Jerrold Avenue.

With respect to operational sources of toxic air contaminant emissions, the change of use at 2225 Jerrold Avenue would not include the use of any substantial sources of toxic air contaminants. There is no diesel generator at 2225 Jerrold Avenue, and there is no proposal to add one at the site. The Final EIR evaluated the worst-case scenario for mobile source toxic air contaminant emissions for the site, and because the change of use at 2225 Jerrold Avenue would not change the number of vehicle trips to the project site, including shuttles, the revised project would not result in more emissions than the worst-case analysis from the Final EIR. Consequently, there would be no additional impacts pertaining to operational toxic air contaminant emissions at 2225 Jerrold Avenue from the revised project.

### **Conclusion**

The revised project would not change any of the Final EIR's findings with respect to air quality impacts. There is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2010), or changes to the project that would give rise to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. This analysis does not result in any different conclusions than those reached in the Final EIR related to air quality impacts, either on a project-related or cumulative basis.

## **4.8 Greenhouse Gas Emissions**

The Final EIR determined that the original project would not generate greenhouse gas emissions that would result in a cumulatively considerable impact on the environment, or conflict with any policy, plan, or regulation, adopted for reducing greenhouse gas emissions within the study areas or at the project sites.

As discussed in the Final EIR, the original project would be consistent with San Francisco's energy and conservation standards, as reflected in San Francisco's Greenhouse Gas (GHG) Reduction Strategy, and compliance with the strategy would reduce specific sources of GHG emissions that would otherwise occur. San Francisco has been successful in meeting its stated GHG reduction goal through implementation of the strategy, and those goals are consistent with state GHG reduction goals. Therefore, the revised project, if

consistent with the GHG Reduction Strategy, would also be consistent with the GHG emissions reduction goals of EO S-3-05, EO B-30-15, AB 32, SB 32, and the Bay Area 2017 Clean Air Plan.

**1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street**

Under the revised project, AAU would vacate 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street. AAU would not make any interior or exterior modifications to these buildings and the change of use applications would be withdrawn, resulting in no additions or changes to any of the buildings. Any future modifications or changes of use at these sites would be subject to separate CEQA review.

Therefore, because no modifications at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street would occur, the revised project at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street would not increase greenhouse gas emissions. Consequently, the revised project would not change the conclusions reached in the Final EIR, and no new mitigation is required.

**1946 Van Ness Avenue (the Bakery)**

The revised project at 1946 Van Ness Avenue would be subject to and required to comply with several regulations adopted to reduce GHG emissions as identified in the GHG Reduction Strategy. Regulations applicable to 1946 Van Ness Avenue include the Commuter Benefits Ordinance, the Commercial Water Conservation Ordinance, and the Mandatory Recycling and Composting Ordinance. The consistency of the proposed 1946 Van Ness Avenue use with the city's GHG Reduction Strategy is demonstrated by the city's Compliance Checklist.<sup>26</sup>

Because the revised project at 1946 Van Ness Avenue would be consistent with the city's GHG Reduction Strategy, it would not conflict with any plans adopted for reducing GHG emissions and would not exceed San Francisco's applicable GHG emissions threshold of significance. Moreover, the additional use of 1946 Van Ness Avenue would not change the consistency of the original project with the city's GHG Reduction Strategy. As such, the revised project would not result in a significant increase in GHG emissions compared to the GHG emissions analyzed in the Final EIR. No mitigation measures are necessary.

**1142 Van Ness Avenue (the Concordia Club)**

The revised project at 1142 Van Ness Avenue would be subject to and required to comply with several regulations adopted to reduce GHG emissions as identified in the GHG Reduction Strategy. Regulations applicable to 1142 Van Ness Avenue include the Commuter Benefits Ordinance, the Emergency Ride Home Program, and the Mandatory Recycling and Composting Ordinance. The consistency of the proposed 1142 Van Ness Avenue use with the city's GHG Reduction Strategy is demonstrated by the city's Compliance Checklist.<sup>27</sup>

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<sup>26</sup> San Francisco Planning Department, Greenhouse Gas Analysis: Compliance Checklist for 1946 Van Ness Avenue, February 23, 2019.

<sup>27</sup> San Francisco Planning Department, Greenhouse Gas Analysis: Compliance Checklist for 1142 Van Ness Avenue, February 23, 2019.

Because the revised project at 1142 Van Ness Avenue would be consistent with the city's GHG Reduction Strategy, it would not conflict with any plans adopted for reducing GHG emissions and would not exceed San Francisco's applicable GHG emissions threshold of significance. Moreover, the additional use of 1142 Van Ness Avenue would not change the consistency of the original project with the city's GHG Reduction Strategy. As such, the revised project would not result in a significant increase in GHG emissions compared to the GHG emissions analyzed in the Final EIR. No mitigation measures are necessary.

#### **2550 Van Ness Avenue (the Da Vinci Hotel)**

The revised project at 2550 Van Ness Avenue would not result in an appreciable increase in GHG emissions, because there would be no exterior changes to the building, and the changes to the interior of the building would be limited to the replacement of hotel furnishings with student furnishings. The revised project at 2550 Van Ness Avenue would be subject to and required to comply with several regulations adopted to reduce GHG emissions as identified in the GHG Reduction Strategy. Regulations applicable to 2550 Van Ness Avenue include the Commuter Benefits Ordinance, the Transportation Sustainability Fee, and the Mandatory Recycling and Composting Ordinance. Consistency of 2550 Van Ness Avenue with the city's GHG Reduction Strategy is demonstrated by the city's Compliance Checklist.<sup>28</sup>

Because the revised project at 2550 Van Ness Avenue would be consistent with the city's GHG Reduction Strategy, it would not conflict with any plans adopted for the purpose of reducing GHG emissions and would not exceed San Francisco's applicable GHG emissions threshold of significance. Moreover, the additional use of 2550 Van Ness Avenue would not change the consistency of the original project with the city's GHG Reduction Strategy. As such, the revised project would not result in a significant increase in GHG emissions compared to the GHG emissions analyzed in the Final EIR. No mitigation measures are necessary.

#### **2801 Leavenworth Street (the Cannery)**

The revised project would result in permitting changes at 2801 Leavenworth Street but would involve minimal physical changes to the building. There would be no exterior changes to the building, and the changes to the interior of the building would be limited to the replacement of existing broken, worn out, or unsafe fixtures. There would also be a net decrease in VMT relative to the existing conditions, according to the transportation analysis. As such, there would not be any additional emissions from vehicles associated with 2801 Leavenworth Street. Because the revised project at 2801 Leavenworth Street would not result in additional GHG emissions, it would not conflict with any plans adopted for the purpose of reducing GHG emissions. As such, the revised project would not result in a significant increase in GHG emissions compared to the GHG emissions analyzed in the Final EIR. No mitigation measures are necessary.

#### **2225 Jerrold Avenue**

Compared to the original project, the revised project at 2225 Jerrold Avenue would involve minimal changes to the interior of the building and limited exterior modifications related to safe pedestrian and bicycle infrastructure to provide public access to the community amenities on-site. There would be not be a substantial change in VMT relative to existing conditions as the number of vehicle trips would stay the

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<sup>28</sup> San Francisco Planning Department, Greenhouse Gas Analysis: Compliance Checklist for 2550 Van Ness Avenue, February 23, 2019.

same under the revised project. As such, there would not be any additional emissions from vehicles associated with 2225 Jerrold Avenue. Because the revised project at 2225 Jerrold Avenue would not result in additional GHG emissions, it would not conflict with any plans adopted for the purpose of reducing GHG emissions. As such, the revised project would not result in a significant increase in GHG emissions compared to the GHG emissions analyzed in the Final EIR. No mitigation measures are necessary.

## **Conclusion**

The revised project would not change any of the Final EIR's findings with respect to greenhouse gas emissions impacts. There is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2016), or changes to the project that would give rise to new significant environmental effects. This analysis does not result in any different conclusions than those reached in the Final EIR related to greenhouse gas emissions, either on a project-related or cumulative basis. No mitigation is required.

## **4.9 Wind and Shadow**

The Final EIR determined that the original project would not alter wind in a manner that could substantially affect public areas, nor would it create new shadow in a manner that could substantially affect outdoor recreation facilities or other public areas. No impacts in the study areas or at the project sites were identified. Under the revised project, 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, and 2340 Stockton Street would be vacated by AAU, and no wind or shadow impacts would occur at these sites. Similar to the original project, construction activities under the revised project at 1946 Van Ness Avenue, 1142 Van Ness Avenue, 2550 Van Ness Avenue, and 2801 Leavenworth Street related to changes in use would be limited to tenant improvements, including interior construction, fire sprinkler/alarm upgrades, and/or the addition of exterior signage.

As discussed previously, under the revised project AAU would vacate the six-story building at 1055 Pine Street and the one-story building at 1069 Pine Street. Future uses at 1055 Pine Street and 1069 Pine Street are unknown at this time; however, changes of use and/or physical modifications at both buildings would be subject to all applicable planning and building codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed.

Because the revised project would not involve any new development or additions at these locations that would change the height and bulk of existing structures, it would not alter wind environments, alter shadows, or be subject to the requirements of San Francisco Planning Code section 295 (see discussion below under Wind). Furthermore, any future changes would be required to comply with all applicable policies and regulations, including San Francisco Planning Code section 148, intended to reduce wind impacts, and all applicable policies and regulations intended to reduce shadow impacts. Therefore, as with the original project, the revised project at these locations would not alter wind in a manner that substantially affects public areas and would not create new shadow in a manner that substantially affects outdoor recreation facilities or other public areas; there would be no impacts related to wind and shadow. No mitigation measures are necessary. There would be no new significant impacts related to wind and shadow at any of the project sites. Therefore, the revised project at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 460 Townsend Street, 1946 Van Ness Avenue, 1142 Van Ness Avenue, 2550 Van Ness Avenue, 168 Bluxome Street, 121 Wisconsin Street, 150 Hayes Street,

121 Wisconsin Street, 2801 Leavenworth Street, and 2225 Jerrold Avenue. would not change the conclusions reached in the Final EIR regarding wind and shadow impacts, and no new mitigation is required.

## **Conclusion**

The revised project would not change any of the Final EIR's findings with respect to wind and shadow impacts. There is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2010), or changes to the project that would give rise to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. This analysis does not result in any different conclusions than those reached in the Final EIR related to wind and shadows, either on a project-related or cumulative basis.

### **4.10 Recreation**

The Final EIR determined that the original project would not increase the use of or physically degrade existing recreational facilities such that substantial physical deterioration of those facilities would occur or be accelerated or require construction or expansion of recreational facilities in a way that would adversely affect the environment, resulting in a less-than-significant impact in the study areas and at the project sites. The revised project would be limited to the occupation, change of use, and vacation of existing buildings in already developed areas of the city and would not result in new development or major additions at all locations. Although the recreational facility at 1069 Pine Street would be vacated, AAU students, faculty, and staff would still be able to use other AAU recreational facilities at 620 Sutter Street, 655 Sutter Street, 601 Brannan Street, 1142 Van Ness Avenue and 2225 Jerrold Avenue.<sup>29</sup>

The revised project would result in a net increase of 29 beds, for a total capacity of 1,839 beds, due to the proposed occupation of 2550 Van Ness Avenue by AAU for use as student housing. AAU students at 2550 Van Ness Avenue would have access to existing AAU recreational resources. Further, the new student housing facility at 2550 Van Ness Avenue would be required to meet the open space requirements for student housing, as specified in San Francisco Planning Code section 135. In addition, the revised project proposes new open space, including a basketball half court and a picnic area, at 1727 Lombard Street.

The revised project also could increase the demand for recreational resources around the properties not previously occupied by AAU—1946 Van Ness Avenue and 1142 Van Ness Avenue—due to the additional residents, students, faculty, and staff that the revised project would bring to the area. Conversely, the revised project would result in a decrease in the demand for recreational resources around the properties to be vacated by AAU (1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 150 Hayes Street, 168 Bluxome Street, 460 Townsend Street, 121 Wisconsin Street, and 2340 Stockton Street). Conditions and demand for recreational resources at 2801 Leavenworth Street would stay the same under the revised project because the change of use permit would be modified, and the only new uses proposed at the site would be retail uses.

In addition to the increased demand for recreational resources at some locations, the revised project would remove the existing recreational facilities currently provided for AAU students, faculty, and staff at 1069 Pine Street. AAU also facilitates access for students, faculty, and staff at other nearby facilities, as listed in

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<sup>29</sup> As discussed on page 4.11-18 in the Final EIR, 2225 Jerrold Avenue would be used on an accessory basis as recreational space for AAU.

Table 4.11-2 of the Final EIR, where practice and game space is provided for various AAU athletic programs.

Despite increases in the demand for recreational use that could occur around some sites under the revised project, and even with the removal of the existing recreational uses at 1069 Pine Street, the demand for recreational uses would be less under the revised project than under the original project due to the substantial decrease in projected AAU enrollment, and the continued availability of recreational resources, both specifically designated for AAU student, faculty and staff, and generally available within the neighborhoods near revised project sites.<sup>30</sup> Therefore, the amount of additional demand for and use of recreational resources under the revised project would be less than under the original project. Further, based on the significant decline in enrollment since 2012, and because the revised project would result in only a gradual increase of net population throughout the project sites, the growth would be less than that analyzed in the Final EIR, and ample recreational facilities would be available for resident, student, faculty and staff use within and immediately adjacent to the project sites. Therefore, the increase in population as a result of the revised project would not result in the degradation or deterioration of existing recreational facilities, or include or result in the need to expand or construct new facilities. Additionally, future occupation and change of use of existing buildings would be required to comply with San Francisco Planning Code sections 135 and 102.36 for open space requirements.

## **Conclusion**

As with the original project, this impact would be less than significant, and no mitigation measures are necessary. There would be no new significant impacts related to recreation at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding recreation, and no new mitigation is required.

## **4.11 Utilities and Service Systems**

The Final EIR determined that the original project would not require or result in the construction of substantial new water treatment facilities, and the city would have sufficient water supplies available to serve the original project (including growth in the study areas and at the project sites) from existing entitlements and resources. The Final EIR also concluded that the original project would not require new or expanded water supply resources or entitlements, would not require or result in the expansion or construction of new wastewater treatment or stormwater facilities, exceed capacity of the wastewater treatment provider when combined with other commitments, or exceed wastewater treatment requirements of the Regional Water Quality Control Board, and would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs and would comply with federal, state, and local statutes and regulations related to solid waste, resulting in less-than-significant impacts in the study areas and at the project sites.

The revised project would result in a net increase of 454 square feet of institutional uses and a net increase of approximately 29 beds for student housing, for a total capacity of approximately [1,839] beds as compared to the original project. This increase in institutional and residential use would result in a small

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<sup>30</sup> Final EIR Tables 4.11-1 and 4.11-2 provide comprehensive lists of parks and recreational facilities in the vicinity of the 12 study areas and six project sites, including those near the mid Van Ness Avenue 2801 Leavenworth area, and existing athletic facilities used by AAU.



increase in the demand for utilities and service systems around the properties requiring a change of use or construction (1946 Van Ness Avenue, 1142 Van Ness Avenue, and 2550 Van Ness Avenue) due to additional residents, students, faculty, and staff in the area.

However, as previously discussed, under the revised project AAU would vacate the six-story building at 1055 Pine Street and the one-story building at 1069 Pine Street. The 155 beds currently provided at 1055 Pine Street would be relocated to the Da Vinci Hotel at 2550 Van Ness Avenue (see discussion below). The 1069 Pine Street building contains a small gymnasium. This use would be relocated to an existing, similarly-sized gymnasium at 1142 Van Ness Avenue (the site of the former Concordia Club). Accordingly, expanded demand in utilities and service systems associated with vacation of these two properties would not occur. Future uses at 1055 Pine Street and 1069 Pine Street are unknown at this time; however, changes of use and/or physical modifications at both buildings would be subject to all applicable planning and building codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed.

While the revised project would result in an increase in the demand for public services and utilities around some sites that would be occupied by AAU, the revised project would decrease the growth of AAU uses and demand for utilities and service systems around the properties to be vacated (700 Montgomery Street, 2295 Taylor Street, 168 Bluxome Street, 121 Wisconsin Street, 150 Hayes Street, 460 Townsend Street, and 2340 Stockton Street). Demand for utilities and service systems at 2801 Leavenworth Street would remain the same under the revised project because the change of use permit would be modified, and the proposed uses would continue to be ground-floor retail. Similarly, demand for utilities and service systems at 2225 Jerrold Avenue would remain the same under the revised project because the proposed use would continue to be a community recreation facility.

Overall, due to the significant decrease in projected enrollment under the revised project, all potential impacts on utilities and service systems under the revised project would be less than the impacts analyzed in the Final EIR. The Final EIR determined that even with the increase in student, faculty, and staff populations, which would result in an increase in the demand for utilities and service systems, sufficient water supplies would be available to serve the original project; construction of new water, wastewater, or stormwater facilities would not be required; and sufficient landfill capacity would be available to serve the original project. Taking into account reduced growth under the revised project, utilities and service systems would still each have adequate resources and capacity to meet demand and avoid the need for construction of new facilities. As under the original project, the revised project would result in incremental, dispersed growth that could be accommodated without resulting in an adverse effect to utilities and service systems.

Additionally, newly occupied buildings would be required to comply with the San Francisco's Residential Water Conservation Ordinance that would require installation of water conservation equipment (such as low-flow showerheads, faucets, and toilets) prior to making major improvements. AAU would also be required to adhere to the applicable federal, state, and local regulations associated with reduction of construction-related and operational solid waste, including the Mandatory Recycling and Composting Ordinance, which requires everyone in San Francisco to separate their refuse into recyclables, compostables, and trash. With adherence to applicable regulations, the increasing rate of diversion through recycling, composting, and other methods would result in a decreasing share of total waste that would be disposed in the Hay Road Landfill in Solano County. Moreover, all new development projects within the

city are required to comply with applicable requirements of the city's Sustainability Plan, Climate Action Plan, Green Building Ordinances, and Title 24 requirements.

## **Conclusion**

As discussed above in the Project Description, AAU's current and projected enrollment are substantially lower than that predicted in the Final EIR. The revised project would result in a gradual increase of net population throughout the project sites that would be less than what was analyzed in the Final EIR. As such, utility and service systems would still have adequate resources and capacity to meet demand. Therefore, the increase in AAU uses as a result of the revised project would not result in the need for new or expanded utility and service systems, or construction of new facilities. Therefore, the amount of additional demand for and use of utilities and service systems under the revised project would be less than under the original project, which would result in fewer impacts than analyzed in the Final EIR, and as with the original project, this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to utility and service systems at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding utility and service systems, and no new mitigation is required.

### **4.12 Public Services**

The Final EIR concluded that the original project would not result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered fire or police protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire and police protection, would not result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered school facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives for schools, and would not result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered library facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives for libraries, resulting in less-than-significant impacts in the study areas and at the project sites.

As discussed previously, under the revised project AAU would vacate the six-story building at 1055 Pine Street and the one-story building at 1069 Pine Street. The 155 beds currently provided at 1055 Pine Street would be relocated to the Da Vinci Hotel at 2550 Van Ness Avenue (see discussion below). The 1069 Pine Street building contains a small gymnasium, the use of which would be relocated to an existing, similarly-sized gymnasium at 1142 Van Ness Avenue (the site of the former Concordia Club). Demand for public services near these two properties would decrease with vacation of these two properties. Future uses at 1055 Pine Street and 1069 Pine Street are unknown at this time; however, changes of use and/or physical modifications at both buildings would be subject to all applicable planning and building codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed.

The revised project would result in a net increase of 454 square feet of institutional uses and a net increase of 29 beds for student housing, for a total capacity of approximately 1,839 beds as compared to the original project. This increase in institutional and student housing use could result in a small increase in the demand for public services around the properties requiring a change of use or construction (1946 Van Ness Avenue,

1142 Van Ness Avenue, and 2550 Van Ness Avenue) due to additional residents, students, faculty, and staff in the area.

While the revised project would result in an increase in the demand for public services around some sites that would be occupied by AAU under the revised project, the revised project would decrease the growth of AAU uses and demand for public services around the properties to be vacated (700 Montgomery Street, 2295 Taylor Street, 168 Bluxome Street, 121 Wisconsin Street, 150 Hayes Street, 460 Townsend Street, and 2340 Stockton Street). As discussed above in Section 4.11 Utilities and Service Systems, demand for utilities and service systems at 2801 Leavenworth Street and 2225 Jerrold Avenue would remain the same under the revised project.

Overall, due to the substantial decrease in projected enrollment under the revised project, all potential impacts on public services under the revised project would be less than the impacts analyzed in the Final EIR. The Final EIR determined that even with the increase in student, faculty and staff populations, which would result in an increase in the demand for fire and police protection services, the San Francisco Fire Department and San Francisco Police Department each have adequate resources to meet demand for fire and police protection that would be associated with growth under the original project and construction of new facilities would not be required. Similarly, the San Francisco Unified School District and San Francisco Public Library system have adequate capacity to accommodate growth from the original project. Taking into account less growth under the revised project, the San Francisco Fire Department, San Francisco Police Department, San Francisco Unified School District, and San Francisco Public Library system would still each have adequate resources and capacity to meet demand for fire and police protection, and school and library services, avoiding the need for construction of new facilities. As under the original project, the revised project would result in incremental, dispersed growth that could be accommodated without resulting in an adverse effect to police or fire protection services or school or library services.

## **Conclusion**

Because current enrollment is substantially lower than that predicted in the Final EIR, and the revised project would result in only a gradual increase of net population throughout the project sites, it would be less than what was analyzed in the Final EIR, and public services would still have adequate resources and capacity to meet demand, the increase in population as a result of the revised project would not result in the need for new or expanded public services, or construction of new facilities. Therefore, the amount of additional demand for and use of utilities and service systems under the revised project would be less than under the original project, which would result in fewer impacts than analyzed in the Final EIR, and as with the original project, this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to public services at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding public services, and no new mitigation is required.

## **4.13 Biological Resources**

The Final EIR determined that there would be no impact on riparian habitat or other sensitive natural community, federally protected wetlands, conflict with any local policies or ordinances protecting biological resources, or conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. The Final EIR also concluded that the original project would not have a substantial adverse effect, either directly

or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service and would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites, resulting in less-than-significant impacts in the study areas and at the project sites.

As discussed previously, under the revised project AAU would vacate 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 168 Bluxome Street, 121 Wisconsin Street, 150 Hayes Street, 460 Townsend Street, and 2340 Stockton Street. No activities would occur with the vacation of these properties that would result in a substantial impact to a native resident or migratory fish or wildlife species, or with an established native resident or migratory wildlife corridor. Future uses at 1055 Pine Street and 1069 Pine Street are unknown at this time; however, changes of use and/or physical modifications at both buildings would be subject to all applicable planning and building codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed. In addition, the proposed changes of use at 2801 Leavenworth Street and 2225 Jerrold Avenue would largely occur within the buildings and not result in a substantial impact to native resident or migratory fish or wildlife species, or with an established native resident or migratory wildlife corridor.

Similar to the original project, the revised project is located within highly urbanized areas and does not support or provide habitat for any rare, endangered, or protected wildlife or plant species. Because the study areas are in fully developed urban areas with no natural vegetation communities remaining, the revised project would also not affect any special-status plants. Work at the revised project locations would involve minor (largely interior) alterations and no trees would be removed, thus avoiding disturbance or destruction of nesting habitat for bird species.

Additionally, the revised project would not substantially interfere with the movement of a native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors due to the highly developed and urbanized nature of the project setting. As with the original project, the revised project would utilize existing buildings in all locations and would not increase building heights or result in construction on previously undeveloped sites. The revised project therefore would likely have limited or no impacts on migration patterns or migratory wildlife corridors or increase any bird hazards.

## **Conclusion**

As with the original project, potential impacts to biological resources would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to biological resources at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding biological resources, and no new mitigation is required.

### **4.14 Geology and Soils**

The Final EIR determined that the original project would not result in impacts within the study areas or at the project sites related to fault rupture, landslides, erosion and loss of topsoil, wastewater disposal, and change in topography. The Final EIR also concluded that the original project would result in less-than-significant impacts in the study areas or at the project sites related to exposure of people or structures to the risk of loss, injury, or death involving strong seismic ground shaking and seismic-related ground failure

such as liquefaction, geologic or soil units that are unstable, or that could become unstable, and expansive soil.

No excavation would occur for any of the revised project structures. For those buildings which would be subject only to minor alterations, the revised project would result in the same or similar impacts as the original project on geology and soils.

As discussed previously, under the revised project AAU would vacate 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 168 Bluxome Street, 121 Wisconsin Street, 150 Hayes Street, 460 Townsend Street, and 2340 Stockton Street. No activities that could result in an impact related to geologic hazards would occur with the vacation of these properties. In addition, the proposed changes of use at 2801 Leavenworth Street and 2225 Jerrold Avenue would not result in any geologic hazard impacts beyond the less than significant impacts disclosed in the Final EIR.

In addition, the revised project includes a change of use from tourist hotel/motel to student housing at 2550 Van Ness Avenue, a change of use from retail and light industry to postsecondary educational institution at 1946 Van Ness Avenue, and a change of use from private community facility to postsecondary educational institution at 1142 Van Ness Avenue. Similarly, the changes of use at 2550 Van Ness Avenue, 1946 Van Ness Avenue, and 1142 Van Ness Avenue would not result in impacts related to geologic hazards. Future uses at 1055 Pine Street and 1069 Pine Street are unknown at this time; however, changes of use and/or physical modifications at both buildings would be subject to all applicable San Francisco codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed.

The revised project at all other locations would not expose people or structures to the risk of loss, injury, or death involving strong seismic ground shaking and seismic-related ground failure such as liquefaction, would not be located on geologic or soil units that are unstable, or that could become unstable as a result of the revised project, and would not be located on expansive soil and, therefore, would not create substantial risks to life or property. Impacts would be the same because the project sites under the revised project are within the same geologic units and have the same potential for ground shaking and liquefaction. AAU would be required to ensure that building occupants at facilities it intends to occupy are protected from unstable soil hazards to the extent required under existing San Francisco Building Code regulations as administered by the Department of Building Inspection. The Department of Building Inspection review would address hazards such as liquefaction, lateral spreading, ground failure, and compressible soils. Occupancy permits would not be issued until structural upgrades, as deemed necessary through site-specific investigation, have been implemented; therefore, impacts would be less than significant.

This analysis conservatively assumes that AAU could occupy buildings in areas where artificial fill and/or Bay Mud is present and thus could be located on expansive soils. Therefore, the revised project could create substantial risks to life or property. However, if a permit from the Department of Building Inspection is required prior to AAU's occupancy of a building and the issuance of occupancy permits, AAU would be required to comply with all applicable building code regulations as administered by the Department of Building Inspection. This may include implementation of a site-specific structural survey and Department of Building Inspection permit review, compliance with current building code requirements and the requirements of San Francisco's unreinforced masonry building ordinance (ordinance 225-92, adopted in 1992) and Soft Story Program.

## Conclusion

Compliance with these regulations would avoid or minimize adverse effects associated with expansive soils in the study areas, and like the original project, this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to geology and soils at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding geology and soils, and no new mitigation is required.

### 4.15 Hydrology and Water Quality

The Final EIR determined that there would be no impacts within the study areas or at the project sites related to deletion of groundwater supplies/interference with groundwater recharge, alteration of drainage patterns, failure of a dam or levee, seiche and mudflows, or placing housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other authoritative flood hazard delineation map, or placing within a 100-year flood hazard area structures that would impede or redirect flood flows. The Final EIR also determined the original project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade water quality, would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on site or off site, or create or contribute runoff water that would exceed the capacity of existing or planned storm sewer systems or provide substantial additional sources of polluted runoff and would not expose people or structures to inundation by tsunamis, resulting in less-than-significant impacts in the study areas and at the project sites.

The revised project would result in the same impacts as described under the original project. The revised project would result in the change of use of certain buildings, withdrawal of change of use permits, and vacation of existing buildings. Due to these changes in use, there would be modest changes in wastewater flows. However, the revised project would not result in substantial increases in wastewater and stormwater generation beyond that which is associated with projected population growth, and revised project flows would be accommodated by existing wastewater treatment facilities and improvements identified in the San Francisco Public Utilities Commission Sewer System Improvement Project.<sup>31</sup> Further, the projected AAU enrollment in the Final EIR was significantly greater than what has actually occurred; as such, wastewater generation would be reduced under the revised project as compared to the original project analyzed in the Final EIR.

The wastewater flows would continue to flow into the city's combined stormwater and sewer system and would continue to be treated to the standards contained in the city's National Pollutant Discharge Elimination System permit for the Southeast Water Pollution Control Plant or the National Pollutant Discharge Elimination System permit for the North Point Water Pollution Control Plant, depending on the location of the project site. Therefore, project stormwater flows can be accommodated with little, if any, change in wastewater characteristics, the contribution of those flows from the project sites would have little, if any, effect on the quality of wastewater treated at and discharged from the city's permitted

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<sup>31</sup> The public utilities commission sewer system improvement project is a 20-year, 6.9-billion-dollar citywide program to upgrade the city's aging sewer system infrastructure to ensure a reliable and seismically safe system. More about the project may be found here: <http://sfwater.org/index.aspx?page=116>. Accessed March 30, 2018.

combined sewer system facilities. Therefore, the revised project would not cause water quality violations or water quality degradation.

Additionally, none of the proposed tenant improvements at the project sites would involve activities that meet the criteria for the National Pollutant Discharge Elimination System General Permit for Discharges of Stormwater Associated with Construction Activities and/or the city's Stormwater Management Ordinance. Because there would be limited or no new runoff containing additional pollutants, and the revised project would be required to comply with applicable wastewater and water quality requirements, the potential for violations of water quality standards or degradation of water quality as a result of activities at the project sites would be negligible. Therefore, the revised project would not cause any violations of water quality standards or waste discharge requirements, or otherwise degrade water quality, and this impact would be less than significant.

Regarding increases in stormwater runoff, the revised project is limited to interior tenant improvements and exterior construction activities such as removing or changing signage and minor renovations, which would not substantially change the amount of impervious surfaces at any of the project sites. Therefore, the revised project would not generate additional stormwater flows. The revised project would not substantially alter the existing drainage pattern of the site or area or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on site or off site, or create or contribute runoff water that would exceed the capacity of existing or planned storm sewer systems or provide substantial additional sources of polluted runoff, and this impact would be less than significant.

None of the project sites evaluated in this addendum are within a potential flood hazard area and only 2801 Leavenworth Street could be susceptible to sea level rise by end-of-century (2100) according to BCDC forecast scenarios for sea level rise, although no housing is proposed at this location. Therefore, the revised project would not place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other authoritative flood hazard delineation map, or place within a 100-year flood hazard area structures that would impede or redirect flood flows, and no impact would occur.

The only site evaluated in this addendum with the potential to expose people or structures to inundation by tsunami is 2801 Leavenworth Street; all other sites have no potential for impact. 2801 Leavenworth Street could be susceptible to tsunami run-up of up to approximately 10 feet. The building could be susceptible to damage, which could pose a safety risk to occupants and visitors. Under the revised project, AAU would modify the application to retain retail or other active ground floor uses that would be physically accessible to members of the public during the normal retail hours of operation customary in the neighborhood. This change would not involve modifications to the building's structural components. As such, the revised project would not change how the building could perform if a tsunami were to reach the building. However, if a tsunami were to occur, this could expose building occupants or visitors to risk of injury or death. The city has developed tsunami response procedures through its Emergency Response Plan: Tsunami Annex and its Emergency Operations Plan, which would be implemented in the event of a tsunami to help minimize losses. In addition, AAU has a campus safety plan that addresses emergency evacuation procedures and is intended to reduce the possibility of death and injury to members of the campus community, which would cover all AAU campus property including 2801 Leavenworth Street. Therefore, the revised project at 2801 Leavenworth Street would not expose people or structures to inundation by tsunami, and this impact would be less than significant.

Therefore, as with the original project, all impacts related to hydrology and water quality would be either no impact or less than significant. No mitigation measures are necessary. There would be no new significant impacts related to hydrology and water quality at any of the project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding hydrology and water quality, and no new mitigation is required.

#### **4.16 Hazards and Hazardous Materials**

The Final EIR concluded that the original project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, would not expose the public or the environment to unacceptable levels of known or newly discovered hazardous materials as a result of a site being located on a hazardous materials list site, and would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, resulting in less-than-significant impacts within the study areas and at the project sites. The Final EIR determined that the original project could create a potentially significant hazard to the public or the environment within the study areas and at the project sites through reasonably foreseeable upset and accident conditions involving the release of hazardous building materials into the environment, including within 0.25 mile of a school. However, with implementation of Mitigation Measure M-HZ-2.1 (Testing and Removal of Hazardous Building Materials), this impact would be less than significant. The revised project would not change any of these findings, as further discussed below.

##### **1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street**

Under the revised project, AAU would vacate these properties. Any future changes of use, tenant improvements, or building occupancy would be subject to separate CEQA review. Therefore, there would be no impacts related to hazards and hazardous materials at 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, 168 Bluxome Street, 150 Hayes Street, 460 Townsend Street and 121 Wisconsin Street and no mitigation measures are necessary. There would be no new significant impacts related to hazards and hazardous materials at these project sites. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding hazards and hazardous materials, and no new mitigation is required.

##### **1946 Van Ness Avenue (the Bakery)**

###### ***Routine Transport, Use, or Disposal of Hazardous Materials***

As part of the revised project, AAU proposes to convert 1946 Van Ness Avenue to a post-secondary educational institutional use. Tenant improvements could use materials such as drywall, paint and related finish work materials, and welding products, some of which contain products that are considered hazardous materials. Due to the limited types and amounts of products that would be used during tenant improvements, and given that such use would be temporary and required to comply with applicable law, renovation activities would not pose a substantial hazard, such that a significant impact would occur.

1946 Van Ness Avenue would also use common types of hazardous materials, such as cleaners, water-based paint, disinfectants, and chemical agents required to maintain the sanitation of the site. AAU proposes to utilize 1946 Van Ness Avenue for its auto restoration and industrial design programs, which may involve the use of materials such as paints, lacquers and solvents, plasters, photographic chemicals,



and ceramic materials, some of which would be regulated as hazardous materials, and would generate hazardous waste. These commercial products are labeled to inform users of potential risks and to instruct them in appropriate handling and disposal procedures. Hazardous waste is hauled away by licensed hazardous waste haulers.

1946 Van Ness Avenue would be required to receive a Hazardous Materials Unified Program Agency (HMUPA) certificate of registration. Hazardous materials use at 1946 Van Ness Avenue would be subject to the certification and Hazardous Materials Business Plan (HMBP) requirements under San Francisco Health Code Article 21. Hazardous waste management would also be regulated by San Francisco Health Code Article 22. As described above, tenant improvements would involve limited and temporary use of hazardous materials that would also be required to comply with applicable law. Therefore, the revised project at 1946 Van Ness Avenue would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to the routine transport, use, or disposal of hazardous materials. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding the routine transport, use, or disposal of hazardous materials, and no new mitigation is required.

#### ***Reasonably Foreseeable Upset and Accident Conditions***

Interior and exterior tenant improvements could involve handling or removing nonstructural elements such as insulation, flooring, ceilings, paint, lighting fixtures, and electrical equipment. Some of these nonstructural features could contain ACMs (e.g., old fireproofing and flooring materials), lead-based paint (LBP), or PCBs (e.g., in electrical equipment and lighting fixtures), particularly if the work is being done in older buildings, unless previous renovations have removed those materials or other protective measures have been implemented. A potential upset and accident condition involving the release of hazardous materials into the environment could occur if renovation debris contains those materials at levels that require special handling and their removal and disposal is not properly managed.

The removal of any ACM and LBP would be managed through compliance with air quality district and DBI permitting procedures, which would require testing and, if necessary, abatement. Abatement, if necessary, would occur in conjunction with issuance of building permits for tenant improvements and compliance with the established regulatory framework would reduce the impacts on less than significant. However, if fixtures containing PCBs, DEHP, or mercury are present and are removed and improperly disposed, this could result in upset or accident conditions, including to schools within 0.25 mile of the revised project, which would be a significant impact. Implementation of Mitigation Measure M-HZ-2.1 – Testing and Removal of Hazardous Building Materials, would reduce the impact of the revised project at 1946 Van Ness Avenue to a less-than-significant level. There would be no new significant impacts related to upset or accident conditions. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding upset or accident conditions, and no new mitigation is required.

#### ***Hazardous Materials List Site***

1946 Van Ness Avenue is not included on the Cortese List; however, it is located within an area subject to Article 22A, the Maher Ordinance, indicating it is known or suspected to contain contaminated soils and/or groundwater. Minor interior and exterior tenant improvements to the base building core and shell to bring the building into compliance with current life safety codes and exterior rehabilitation of the building would

be required at the site. The revised project is not proposing work that would result in ground disturbance that could disturb soil or groundwater contamination. Thus, the revised project at 1946 Van Ness Avenue would not result in a significant hazard to the public or environment from contaminated soil or groundwater, and the revised project would result in a less-than-significant impact. No mitigation is required. There would be no new significant impacts related to significant hazards to the public or environment. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding significant hazard to the public or environment, and no new mitigation is required.

### ***Emergency Response Plan or Emergency Evacuation Plan***

AAU interior and exterior tenant improvements at 1946 Van Ness Avenue would generally be within building interiors or to install exterior improvements such as signage or rehabilitation of the building, which would not require detours for vehicles or pedestrians. Therefore, construction of AAU tenant improvements would neither impair implementation of nor physically interfere with an adopted emergency response or evacuation plan.

The revised project at 1946 Van Ness Avenue would not cause intersection levels of service to deteriorate or cause increased delays (see Section 4.5, Transportation and Circulation). Therefore, the revised project at 1946 Van Ness Avenue would not increase congestion such that implementation of the city's emergency response plan would be affected and impacts on emergency response would be less than significant. No mitigation is required. There would be no new significant impacts on emergency response. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding impacts on emergency response, and no new mitigation is required.

### **1142 Van Ness Avenue (the Concordia Club)**

#### ***Routine Transport, Use, or Disposal of Hazardous Materials***

As part of the revised project, AAU proposes to convert 1142 Van Ness to a post-secondary educational institutional use. No interior improvements are proposed, as the current configuration supports educational, office, and as-needed event hosting space. 1142 Van Ness Avenue would use common types of hazardous materials, such as cleaners, water-based paint, disinfectants, and chemical agents required to maintain the sanitation of the site. AAU proposes to utilize 1142 Van Ness Avenue for its fashion program, which may involve the use of materials such as paints, lacquers and solvents, plasters, photographic chemicals, and ceramic materials, some of which would be regulated as hazardous materials, and would generate hazardous waste. These commercial products are labeled to inform users of potential risks and to instruct them in appropriate handling and disposal procedures. Hazardous waste is hauled away by licensed hazardous waste haulers.

1142 Van Ness Avenue would be required to receive an HMUPA certificate of registration. Hazardous materials use at 1142 Van Ness Avenue would be subject to the certification and HMBP requirements under SFHC Article 21. Hazardous waste management would also be regulated by SFHC Article 22. As described above, tenant improvements would involve limited and temporary use of hazardous materials that would also be required to comply with applicable law. Therefore, the revised project at 1142 Van Ness Avenue would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to the routine transport, use, or disposal of hazardous materials. Therefore, the revised project would not change the conclusions reached in the

Final EIR regarding the routine transport, use, or disposal of hazardous materials, and no new mitigation is required.

### ***Reasonably Foreseeable Upset and Accident Conditions***

Because no tenant improvements would occur at 1142 Van Ness Avenue, no potential upset and accident condition involving the release of hazardous materials into the environment could occur. No mitigation measures are necessary. There would be no new significant impacts related to upset or accident conditions. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding upset or accident conditions, and no new mitigation is required.

### ***Hazardous Materials List Site***

1142 Van Ness Avenue is not included on the Cortese List; however, it is partially located within an area subject to Article 22A, the Maher Ordinance, indicating it is known or suspected to contain contaminated soils and/or groundwater. However, no physical improvements are proposed at 1142 Van Ness Avenue for the change of use, as the current configuration supports educational, office, and as-needed event hosting space. The revised project is not proposing work that would result in ground disturbance that could disturb soil or groundwater contamination. Thus, the revised project at 1142 Van Ness Avenue would not result in a significant hazard to the public or environment from contaminated soil or groundwater, and the revised project would result in a less-than-significant impact. No mitigation is required. There would be no new significant impacts related to significant hazards to the public or environment. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding significant hazard to the public or environment, and no new mitigation is required.

### ***Emergency Response Plan or Emergency Evacuation Plan***

There would be no tenant improvements at 1142 Van Ness Avenue, avoiding the need for detours for vehicles or pedestrians. Therefore, the change of use at 1142 Van Ness Avenue would neither impair implementation of nor physically interfere with an adopted emergency response or evacuation plan.

The revised project at 1142 Van Ness Avenue would not cause intersection levels of service to deteriorate or cause increased delays (see Section 4.5, Transportation and Circulation). Therefore, the revised project at 1142 Van Ness Avenue would not increase congestion such that implementation of the city's emergency response plan would be affected, and impacts on emergency response would be less than significant. No mitigation is required. There would be no new significant impacts on emergency response. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding impacts on emergency response, and no new mitigation is required.

## **2550 Van Ness Avenue (the Da Vinci Hotel)**

### ***Routine Transport, Use, or Disposal of Hazardous Materials***

Under the revised project, AAU proposes to use all 136 of the hotel rooms (approximately 306 beds) as student housing, including replacement housing for students vacated from the 155 beds at 1055 Pine Street. The only interior changes at the property would be replacing hotel furnishings with student dormitory furnishings. The project site would use common types of hazardous materials, such as cleaners, disinfectants, and chemical agents required to maintain the sanitation of the site. These commercial products are labeled to inform users of potential risks and to instruct them in appropriate handling and

disposal procedures. In addition, hazardous waste such as light bulbs would be collected at this site, and hauled away regularly by licensed hazardous waste haulers.

The proposed uses would not require an HMUPA certificate for the project site. If there is an increase in the quantities of hazardous materials stored that would exceed the quantities triggering HMBP requirements, AAU would be required to obtain an HMUPA certificate, as required by SFHC Article 21. Even if the project site does not require a HMBP, under SFHC Article 22, if hazardous waste would be generated, AAU would be required to obtain any necessary registrations, which would be determined in consultation with the San Francisco Department of Public Health. There would be no changes to the existing above ground storage tank (AST) and the AST would be maintained in compliance with SFHC Article 21. Therefore, the revised project at 2550 Van Ness Avenue would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to the routine transport, use, or disposal of hazardous materials. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding the routine transport, use, or disposal of hazardous materials, and no new mitigation is required.

#### ***Reasonably Foreseeable Upset and Accident Conditions***

Because only minor tenant improvements associated with replacing hotel furnishings with student dormitory furnishings would occur at 2550 Van Ness Avenue, no potential upset and accident condition involving the release of hazardous materials into the environment could occur. No mitigation measures are necessary. There would be no new significant impacts related to upset or accident conditions. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding upset or accident conditions, and no new mitigation is required.

#### ***Hazardous Materials List Site***

2550 Van Ness Avenue is not included on the Cortese List; however, it is located within an area subject to Article 22A, the Maher Ordinance. Only minor interior improvements associated with replacing hotel furnishings with student dormitory furnishings would occur at the site. The revised project is not proposing work that would result in ground disturbance that could disturb soil or groundwater contamination. Thus, the revised project at 2550 Van Ness Avenue would not result in a significant hazard to the public or environment from contaminated soil or groundwater, and the revised project would result in a less-than-significant impact. No mitigation is required. There would be no new significant impacts related to significant hazards to the public or environment. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding significant hazard to the public or environment, and no new mitigation is required.

#### ***Emergency Response Plan or Emergency Evacuation Plan***

Only minor tenant improvements associated with replacing hotel furnishings with student dormitory furnishings would occur at 2550 Van Ness Avenue, avoiding the need for detours for vehicles or pedestrians. Therefore, the change of use at 2550 Van Ness Avenue would neither impair implementation of nor physically interfere with an adopted emergency response or evacuation plan.

The revised project at 2550 Van Ness Avenue would not cause intersection levels of service to deteriorate or cause increased delays (see Section 4.5, Transportation and Circulation). Therefore, the revised project

at 2550 Van Ness Avenue would not increase congestion such that implementation of the city's emergency response plan would be affected, and impacts on emergency response would be less than significant. No mitigation is required. There would be no new significant impacts on emergency response. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding impacts on emergency response, and no new mitigation is required.

## **2801 Leavenworth Street (the Cannery) and 2225 Jerrold Avenue**

### ***Routine Transport, Use, or Disposal of Hazardous Materials***

As part of the revised project, AAU would modify the application for 2801 Leavenworth Street to retain retail or other active ground floor uses that would be physically accessible to members of the public during the normal retail hours of operation customary in the neighborhood. Uses may include AAU galleries, and limiting other uses to the mezzanine, second and third floors of the building. The project site would use common types of hazardous materials, such as cleaners, water-based paint, disinfectants, and chemical agents required to maintain the sanitation of the site. These commercial products are labeled to inform users of potential risks and to instruct them in appropriate handling and disposal procedures. Hazardous waste is hauled away by licensed hazardous waste haulers.

As part of the revised project, AAU would modify the application for 2225 Jerrold Avenue to replace the initially proposed AAU recreational facilities with an approximately 15,084 square foot community facility, including a multi-purpose recreation room and indoor and outdoor community facility lounge spaces. AAU would be permitted to use the facility on an accessory basis, subject to regulation under the Development Agreement. The revised project includes modifications to the Jerrold frontage of the property to enhance pedestrian and bicycle access and amenities for the community facility uses in the building. The project site would use common types of hazardous materials such as cleaners, disinfectants, and chemical agents required to maintain the sanitation of the site.

The Final EIR concluded that 2801 Leavenworth Street and 2225 Jerrold Avenue would be required to receive respective HMUPA certificates of registration and will be subject to the certification and HMBP requirements under SFHC Article 21, and SFHC Article 22. These regulations would still apply under the revised project. Therefore, the revised project at 2801 Leavenworth Street and 2225 Jerrold Avenue would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to the routine transport, use, or disposal of hazardous materials. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding the routine transport, use, or disposal of hazardous materials, and no new mitigation is required.

### ***Reasonably Foreseeable Upset and Accident Conditions***

Minor interior improvements associated with modifying the permit application could cause upset and accident conditions because ACM and LBP are present at the project site. The removal of any ACM and LBP would be managed through compliance with air quality district and DBI permitting procedures, which would require testing and, if necessary, abatement. Abatement, if necessary, would occur in conjunction with issuance of building permits for tenant improvements and compliance with the established regulatory framework would reduce the impacts to less than significant. However, if fixtures containing PCBs, DEHP, or mercury are present and are removed and improperly disposed, this could result in upset or accident

conditions, including to schools within 0.25 mile of the project site, which would be a significant impact. Implementation of Final EIR Mitigation Measure M-HZ-2.1 – Testing and Removal of Hazardous Building Materials, would reduce the impact of the revised project at 2801 Leavenworth Street and 2225 Jerrold Avenue to a less-than-significant level. There would be no new significant impacts related to upset or accident conditions. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding upset or accident conditions, and no new mitigation is required.

### ***Hazardous Materials List Site***

2801 Leavenworth Street and 2225 Jerrold Avenue are not included on the Cortese List; however, both project sites are located within an area subject to Article 22A, the Maher Ordinance. At 2801 Leavenworth Street, only minor interior improvements associated with modifying the permit application would occur at the site. The revised project at 2801 Leavenworth Street is not proposing work that would result in ground disturbance that could disturb soil or groundwater contamination. At 2225 Jerrold Avenue, the revised project consists of interior work and ground-level enhancements on the Jerrold property frontage. The revised project would not include work that would result in ground disturbance that could disturb soil or groundwater contamination; however, if work would be required prior to receiving a change of use permit that would result in ground disturbance, that work would be subject to Article 22A, the Maher Ordinance.

Thus, the revised project at 2801 Leavenworth Street and 2225 Jerrold Avenue would not result in a significant hazard to the public or environment from contaminated soil or groundwater, and the revised project would result in a less-than-significant impact. No mitigation is required. There would be no new significant impacts related to significant hazards to the public or environment. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding significant hazard to the public or environment, and no new mitigation is required.

### ***Emergency Response Plan or Emergency Evacuation Plan***

AAU tenant improvements at 2801 Leavenworth Street and 2225 Jerrold Avenue would generally be within building interiors or to install exterior improvements such as signage, which would not require detours for vehicles or pedestrians. Therefore, construction of AAU tenant improvements would neither impair implementation of nor physically interfere with an adopted emergency response or evacuation plan.

The revised project at 2801 Leavenworth Street and 2225 Jerrold Avenue would not cause intersection levels of service to deteriorate or cause increased delays (see Section 4.5, Transportation and Circulation). Therefore, the revised project at 2801 Leavenworth Street and 2225 Jerrold Avenue would not increase congestion such that implementation of the city's emergency response plan would be affected, and impacts on emergency response would be less than significant. No mitigation is required. There would be no new significant impacts on emergency response. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding impacts on emergency response, and no new mitigation is required.

### **Conclusion**

The revised project would not change any of the Final EIR's findings with respect to hazards and hazardous materials impacts. There is no new information of substantial importance, such as new regulations, a change of circumstances (e.g., physical changes to the environment as compared to 2016), or changes to the project that would give rise to new significant environmental effects or a substantial increase in the severity

of previously identified significant effects. This analysis does not result in any different conclusions than those reached in the EIR related to hazards and hazardous materials, either on a project-related or cumulative basis. No mitigation measures are required.

#### **4.17 Mineral and Energy Resources**

The Final EIR found that the original project would not encourage activities within the study areas or at the project sites that would result in the use of large amounts of fuel, water, or energy, or use these in a wasteful manner. As with the original project, the revised project would have no impact on mineral resources because the sites are not a designated area of significant mineral deposits or locally important mineral resource recovery sites. There would be no new significant impacts related to mineral resources under the revised project.

The revised project involves the vacation of use at nine properties, three new properties, and changes of use of two properties. As discussed previously, under the revised project AAU would vacate the six-story building at 1055 Pine Street and the one-story building at 1069 Pine Street. The 155 beds currently provided at 1055 Pine Street would be relocated to the Da Vinci Hotel at 2550 Van Ness Avenue (see discussion below). The 1069 Pine Street building contains a small gymnasium, the use of which would be relocated to an existing, similarly-sized gymnasium at 1142 Van Ness Avenue (the site of the former Concordia Club). Vacation of these two properties would not involve activities that would use large amounts of fuel, water, or energy, or use these in a wasteful manner. Future uses at 1055 Pine Street and 1069 Pine Street are unknown at this time; however, changes of use and/or physical modifications at both buildings would be subject to all applicable planning and building codes and, if required, appropriate California Environmental Quality Act (CEQA) review at the time such changes (if any) are proposed.

AAU's use of existing buildings would result in an increase in water, fuel, and energy use under the assumption that the buildings were vacant prior to AAU's occupancy. However, AAU's compliance with the city's Commuter Benefits Ordinance, Emergency Ride Home Program, Energy Performance Ordinance, Light Pollution Reduction Ordinance, and other requirements would reduce fuel and energy consumption associated with AAU uses. Additionally, the revised project would make use of existing shuttles along Van Ness Avenue to serve 1946 Van Ness Avenue, 1142 Van Ness Avenue, and 2550 Van Ness Avenue, avoiding a substantial increase in transit trips and fuel.

Therefore, similar to the original project, the revised project would not result in the use of large amounts of fuel, water, or energy, or use these in a wasteful manner, and this impact would be less than significant. No mitigation measures are necessary. There would be no new significant impacts related to energy resources. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding mineral and energy resources, and no new mitigation is required.

#### **4.18 Agricultural and Forest Resources**

Similar to the original project, the revised project would have no impact on agriculture and forest resources, because the project sites are located in various urban, developed locations of San Francisco and are not zoned for agriculture, nor are they zoned as forest or timberland. There would be no new significant impacts related to agriculture and forest resources. Therefore, the revised project would not change the conclusions reached in the Final EIR regarding agriculture and forest resources, and no new mitigation is required.

## 5.0 MITIGATION MEASURES

Mitigation measures established in the Final EIR that would still apply to the revised project are presented below.

### Noise

**Mitigation Measure M-NO-2.1c – Siting of Noise-Generating Equipment.** If AAU proposes, as part of a change of use new (as opposed to replacement) mechanical equipment or ventilation units that would be expected, to increase ambient to noise levels by 5 dBA or more, either short-term, at nighttime, or as 24-hour average, in the proposed Project site vicinity, the San Francisco Planning Department shall require the preparation of an analysis that includes, at a minimum, a site survey to identify potential noise-sensitive uses (primarily, residences, and also including schools and child care, religious, and convalescent facilities and the like) within 900 feet of, and that have a direct line-of-sight to, the project site, and at least one 24-hour noise measurement (with average and maximum noise level readings taken so as to be able to accurately describe maximum levels reached during nighttime hours), prior to the first project approval action. The analysis shall be conducted prior to issuance of a building permit. The analysis shall be prepared by persons qualified in acoustical analysis and/or engineering and shall demonstrate with reasonable certainty that the proposed equipment would not cause a conflict with the use compatibility requirements in the *San Francisco General Plan* and would not violate Noise Ordinance Section 2909. If necessary to meet these standards, the proposed equipment shall be replaced with quieter equipment, deleted entirely, or mitigated through implementation of site-specific noise reduction features or strategies.

### Air Quality

**Mitigation Measure M-AQ-2.1 – Construction Emissions Minimization within an Air Pollution Exposure Zone.** This mitigation measure is applicable to renovation activities occurring within an Air Pollution Exposure Zone and where off-road diesel-powered equipment is required and would operate for more than 20 total hours over the duration of construction at any one site.

- A. *Construction Emissions Minimization Plan.* Prior to issuance of a construction permit, the project sponsor shall submit a Construction Emissions Minimization Plan (Plan) to the Environmental Review Officer (ERO) for review and approval by an Environmental Planning Air Quality Specialist. The Plan shall detail project compliance with the following requirements:
  - 1. All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:
    - a) Where access to alternative sources of power is available, portable diesel engines shall be prohibited.
    - b) All off-road equipment shall have:
      - i. Engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (ARB) Tier 2 off-road emission standards, and



- ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS).<sup>32</sup>
- c) Exceptions:
  - i. Exceptions to A(1)(a) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the sponsor shall submit documentation of compliance with A(1)(b) for on-site power generation.
  - ii. Exceptions to A(1)(b)(ii) *may* be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that a particular piece of off-road equipment with an ARB Level 3 VDECS is (1) technically not feasible, (2) would not produce desired emissions reductions due to expected operating modes, (3) installing the control device would create a safety hazard or impaired visibility for the operator, or (4) there is a compelling emergency need to use off-road equipment that are not retrofitted with an ARB Level 3 VDECS and the sponsor has submitted documentation to the ERO that the requirements of this exception provision apply. If granted an exception to A(1)(b)(ii), the project sponsor must comply with the requirements of A(1)(c)(iii).
  - iii. If an exception is granted pursuant to A(1)(c)(ii), the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step down schedules in Table 5-1, Off-Road Equipment Compliance Step-Down Schedule.

<b>Table 5-1 Off-Road Equipment Compliance Step-Down Schedule</b>		
<i>Compliance Alternative</i>	<i>Engine Emission Standard</i>	<i>Emissions Control</i>
1	Tier 2	ARB Level 2 VDECS
2	Tier 2	ARB Level 1 VDECS
3	Tier 2	Alternative Fuel*

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

\* Alternative fuels are not a VDECS.

<sup>32</sup> Equipment with engines meeting Tier 4 Interim or Tier 4 Final emission standards automatically meet this requirement, therefore a VDECS would not be required.

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

**Mitigation Measure M-AQ-3.3 – Maximum Daily Construction Activities.** Construction activities shall be limited to the renovation (including architectural coating) of a maximum of 100,000 square feet of building space at a time.

**Mitigation Measure M-AQ-4.1a – Best Available Control Technology for Diesel Generators.** All new (i.e., not replacement) diesel generators shall have engines that (1) meet Tier 4 Final or Tier 4

Interim emission standards, or (2) meet Tier 2 emission standards and are equipped with a California Air Resources Board (ARB) Level 3 Verified Diesel Emissions Control Strategy (VDECS).

**Mitigation Measure M-AQ-4.1b – Best Available Control Technology for Boilers.** All new (i.e., not replacement) boilers shall be natural gas operated. If infeasible, all boilers shall be equipped with Best Available Control Technologies, such as fuel gas filters, or baghouse or electrostatic precipitators. BACTs shall be approved by BAAQMD through the permitting process.

#### **Hazards and Hazardous Materials**

**Mitigation Measure M-HZ-2.1 – Testing and Removal of Hazardous Building Materials.** AAU shall ensure that for any existing building where tenant improvements are planned, the building is surveyed for hazardous building materials including PCB-containing electrical equipment, fluorescent light ballasts containing PCBs or DEHP, and fluorescent light tubes containing mercury vapors. The results of testing shall be provided to DBI. The materials not meeting regulatory standards shall be removed and properly disposed of prior to the start of tenant improvements for buildings in the study areas. Old light ballasts that are removed during renovation shall be evaluated for the presence of PCBs. In the case where the presence of PCBs in the light ballast cannot be verified, the light ballast shall be assumed to contain PCBs and handled and disposed of as such, according to applicable laws and regulations. Any other hazardous building materials identified either before or during demolition or renovation shall be abated according to federal, state, and local laws and regulations.

## 6.0 CONCLUSION

Based on the foregoing, it is concluded that the analyses conducted and the conclusions reached in the Final EIR certified on July 28, 2016 remain valid. The proposed revisions to the project would not cause new significant impacts not identified in the Final EIR, and no new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the revised project that would cause significant environmental impacts to which the project would contribute considerably, and no new information has become available that shows that the revised project would cause significant environmental impacts. Therefore, no additional environmental review is required beyond this addendum.

Date of Determination:

October 9, 2019

Date

Lisa Gibson

Lisa Gibson

Environmental Review Officer

cc: Kristen Jensen, Deputy City Attorney  
Nicholas Roosevelt, J. Abrams Law, P.C.

### Appendices

Appendix A: Existing Sites Technical Memorandum Sites

Appendix B: Transportation Memorandum

## **Appendix A**

### **AAU's Existing Institutional and Residential Sites**

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Appendix A - AAU’s Existing Institutional and Residential Sites

#	ESTM/ EIR Site No.	Address	Year Occupied by AAU	Academy Use	Zoning District	Special Use District	Building Gross Floor Area (GFA)	Academy Use (GFA)	Permitted Planning Use Prior to AAU Occupation	Current Use (2019)	Capacity <sup>1</sup>	Change of Planning Code Use	Conditional Use Requirement	Art 10 / 11 Approval	Code Exceptions
1	ESTM 31	601 Brannan Street	2007	Institutional	MUG	Western SoMa; Central SoMa	84,070	84,070	Office	Classrooms (34), labs/studios, library, recreation, offices, student and faculty lounges, wood shop, metal shop, tool room	489	Post-Secondary Educational Institutional (PSEI)	PSEI in the MUG District (Sec 840.32)	N/A	Class I bicycle parking in active use area (Sec 145.1)
2	ESTM 26	410 Bush Street	1994	Institutional	C-3-O	N/A	36,510	36,510	Office	Classrooms (14), labs/studios, offices, student and faculty lounges, wood shop, metal shop, tool room, basement parking	255	PSEI	N/A	Article 11 – Major Permit to Alter	Bicycle Parking Design Standards (Sec. 155.1)
3	ESTM 30	58-60 Federal Street	2005	Institutional	MUO	N/A	98,313	90,546	Office	Classrooms (24), labs/studios, offices, student and faculty lounges, frame shop	561	PSEI	N/A	Article 10 – Certificate of Appropriateness	Bicycle Parking Design Standards (Sec. 155.1)
4	EIR PS- 1	2801 Leavenworth Street	2011	Institutional with ground floor retail uses	C-2	Waterfront 2	124,981	64,621	Office with ground floor retail	Classrooms (13), ground floor restaurants and retail, academic offices, tool room, student and faculty lounges, labs, studios, galleries	183	PSEI	N/A	N/A	Bicycle Parking Design Standards (Sec 155.1)
5	ESTM 27	77-79 New Montgomery Street	1992	Institutional	C-3-O (SD)	N/A	140,645	140,645	Office	Administrative offices, classrooms (31), labs/studios, theater, gallery, academic offices, equipment issue room	7273	PSEI	N/A	Article 11 – Minor Permit to Alter	Bicycle Parking Design Standards (Sec. 155.1)
6	ESTM 28	180 New Montgomery Street	1995	Institutional	C-3-O (SD)	N/A	187,777	187,777	Office	Library, classrooms (71), labs/studios, offices, café, student and faculty lounges, administrative offices	1359	PSEI	N/A	Article 11 – Major Permit to Alter	Bicycle Parking Design Standards (Sec. 155.1)

<sup>1</sup> For post-secondary educational institutional properties, capacity is expressed in terms of student capacity in classrooms, theaters, auditoriums and other spaces where student classes are scheduled (based on fall semester 2018 schedules). For student housing properties, capacity is expressed in terms of the maximum number of student beds reasonably anticipated to be permitted by Code in the building’s existing condition (*i.e.*, without building area expansion or substantial revisions to interior partitions and bedroom layout).

Appendix A - AAU’s Existing Institutional and Residential Sites

#	ESTM/ EIR Site No.	Address	Year Occupied by AAU	Academy Use	Zoning District	Special Use District	Building Gross Floor Area (GFA)	Academy Use (GFA)	Permitted Planning Use Prior to AAU Occupation	Current Use (2019)	Capacity <sup>1</sup>	Change of Planning Code Use	Conditional Use Requirement	Art 10 / 11 Approval	Code Exceptions
7	EIR PS- 3	625 Polk Street	2011	Institutional	NC-3	N/A	90,681	90,681	PSEI	Classrooms (24), café, academic offices, labs/studios, student and faculty lounges	503	N/A	N/A	Article 10 – Certificate of Appropriateness	N/A
8	ESTM 23	491 Post Street	2002	Institutional	C-3-G	N/A	41,880	41,880	Religious Institution	Auditorium, classrooms (8), offices	1031 <sup>3</sup>	PSEI	N/A	Article 10 – Administrative Certificate of Appropriateness	Bicycle Parking Design Standards (Sec. 155.1)
9	ESTM 25	540 Powell Street	1977	Institutional	C-3-R	N/A	37,227	37,227	PSEI with museum	Classrooms (12), labs/studios, offices, student and faculty lounges	262	PSEI	N/A	Article 11 – Major Permit to Alter	N/A
10	ESTM 22	625-629 Sutter Street	1968	Institutional	C-3-G	N/A	24,917	24,917	Office	Classrooms (6), labs/studios, offices, gallery, darkroom	120	PSEI	N/A	Article 11 – Major Permit to Alter	Class I bicycle parking in active use area (Sec 145.1), Bicycle Parking Design Standards (Sec. 155.1)
11	ESTM 18	740 Taylor Street	1990	Institutional	RC-4	N/A	10,231	10,231	PSEI	Classrooms (3), labs/studios, offices	58	N/A	N/A	N/A	N/A
12	ESTM 34	466 Townsend Street	2005	Institutional	CMUO	Western SoMa; Central SoMa	113,659	113,659	Internet Service Exchange	Classrooms (30), labs/studios, offices, art store, student and faculty lounges, wood shop	670	PSEI	N/A	N/A	Requires Code amendment addressing Sec 202.8 to allow PSEI conversion subject to controls on departmental programming in building
13	ESTM 10	950 Van Ness Avenue / 963 O’Farrell Street	2009	Institutional	RC-4	Van Ness Automotive; Van Ness	49,595	49,595	Automobile Sales	Classic vehicle storage and auto garage Ground floor museum ancillary to 1849 Van Ness museum	N/A	Private parking for classic car collection with accessory ground floor classic car museum	Private Parking garage for AAU classic car collection (Sec 209.3)	N/A	N/A
14	ESTM 8	1849 Van Ness Avenue	1998	Institutional	RC-4	Van Ness	113,382	113,382	Retail	Classrooms (34), labs/studios, offices, student and faculty	553	PSEI with accessory ground	PSEI in RC-4 District (Sec 209.3)	N/A	N/A

Appendix A - AAU’s Existing Institutional and Residential Sites

#	ESTM/ EIR Site No.	Address	Year Occupied by AAU	Academy Use	Zoning District	Special Use District	Building Gross Floor Area (GFA)	Academy Use (GFA)	Permitted Planning Use Prior to AAU Occupation	Current Use (2019)	Capacity <sup>1</sup>	Change of Planning Code Use	Conditional Use Requirement	Art 10 / 11 Approval	Code Exceptions
										lounges, classic vehicle museum, reception space, wood shop, tool room		floor classic car museum			
15	ESTM 6	2151 Van Ness Avenue	2005	Institutional	RC-4	Van Ness	25,701	25,701	Religious Institution	Auditorium, classroom (1, photo studio)	9893	PSEI	PSEI in RC-4 District (Sec 209.3)	Article 10 – Certificate of Appropriateness	Off-site Class I bicycle parking, to be provided at 2211 Van Ness Ave. (Sec 307(k))
16	ESTM 12	1080 Bush Street	1999	Residential	RC-4	N/A	27,214	27,214	42 Dwelling Units operated by AAU & 15 Residential Hotel Units	Dwelling Units (42 units) and Group Housing (15 rooms)	150 beds	Residential Hotel Units to Group Housing with Student Housing Use Characterization	Group Housing affiliated with Institutional Educational Use in RC-4 District (Sec 209.3)	N/A	<ul style="list-style-type: none"><li>Requires code amendment waiving prohibition on conversion of existing residential use to Student Housing (Sec 317(e))</li><li>Class I bicycle parking in Active Use area (Sec 145.1), Bicycle Parking Design Standards (Sec. 155.1)</li></ul>
17	ESTM 11	1153 Bush Street	1998	Residential	RC-4	N/A	10,416	10,416	One Dwelling Unit & 14 Residential Hotel Units	Group Housing (16 rooms)	42 beds	Existing residential use to Group Housing with Student Housing use characteristic	Group Housing affiliated with Institutional Educational Use in RC-4 District (Sec 209.3)	N/A	<ul style="list-style-type: none"><li>Requires code amendment waiving prohibition on conversion of existing residential use to Student Housing (Sec 317(e))</li><li>Off-site Class II bicycle parking, to be provided at 1080 Bush St. (Sec. 307(k))</li><li>Bicycle Parking Design Standards (Sec. 155.1)</li></ul>
18	ESTM 29	575 Harrison Street	2007	Residential	MUO	N/A	59,281	59,281	33 Live/Work Units with accessory garage parking	Live/Work Units (33 units) parking for faculty and staff	132 beds	No change of use to legal nonconforming Live/Work units;	Private Parking use (Sec 842.41)	N/A	N/A



Appendix A - AAU’s Existing Institutional and Residential Sites

#	ESTM/ EIR Site No.	Address	Year Occupied by AAU	Academy Use	Zoning District	Special Use District	Building Gross Floor Area (GFA)	Academy Use (GFA)	Permitted Planning Use Prior to AAU Occupation	Current Use (2019)	Capacity <sup>1</sup>	Change of Planning Code Use	Conditional Use Requirement	Art 10 / 11 Approval	Code Exceptions
									operated by AAU			Accessory to non-accessory Private Parking garage			
19	ESTM 7	1900 Jackson Street	1997	Residential	RH-2	N/A	12,238	12,238	9 Dwelling Units with accessory garage parking operated by AAU	Dwelling Units (9 units) parking for faculty and staff	42 beds	No change of use for existing Dwelling Units; Accessory to non-accessory Private Parking garage	Private Parking use (Sec 209.1)	N/A	Bicycle Parking Design Standards (Sec. 155.1)
20	ESTM 15	736 Jones Street	1994	Residential	RC-4	N/A	19,791	19,791	34 Dwelling Units operated by AAU	Dwelling Units (34 units)	72 beds	N/A	N/A	N/A	N/A
21	ESTM 3	1727 Lombard Street	2007	Residential	NC- 3/RH-2	N/A	16,715	16,715	Motel	Group Housing (52 rooms) parking for faculty and staff	105 beds	Group Housing with Student Housing use characteristic and Private Parking	<ul style="list-style-type: none"><li>• Group Housing in RH-2 district (Sec 209.1)</li><li>• Private Parking use (Sec 712, Sec 209.1)</li></ul>	N/A	<ul style="list-style-type: none"><li>• Rear yard (Sec 134)</li></ul>
22	ESTM 9	1916 Octavia Street	1995	Residential	RH-2	N/A	13,220	13,220	22 Residential Hotel Units	Group Housing (22 rooms)	46 beds	Group Housing with Student Housing use characteristic	<ul style="list-style-type: none"><li>• Group Housing in RH-2 district (Sec 209.1)</li></ul>	N/A	<ul style="list-style-type: none"><li>• Requires code amendment waiving prohibition on conversion of existing residential use to Student Housing (Sec 317(e))</li><li>• Bicycle Parking Design Standards (Sec 155.1)</li></ul>
23	ESTM 24	560 Powell Street	1996	Residential	RC-4	N/A	20,714	17,644	28 Dwelling Units operated by AAU	Dwelling Units (27 units)	64 beds	N/A	Legalize removal of 1 dwelling unit from stated 3R Report count of 28 units (Sec 317)	N/A	N/A

Appendix A - AAU’s Existing Institutional and Residential Sites

#	ESTM/ EIR Site No.	Address	Year Occupied by AAU	Academy Use	Zoning District	Special Use District	Building Gross Floor Area (GFA)	Academy Use (GFA)	Permitted Planning Use Prior to AAU Occupation	Current Use (2019)	Capacity <sup>1</sup>	Change of Planning Code Use	Conditional Use Requirement	Art 10 / 11 Approval	Code Exceptions
24	ESTM 20	620 Sutter Street	2005	Residential with ground floor Institutional	C-3-G	N/A	64,912	64,912	Hotel	Group Housing (61 rooms) with ground floor institutional	136 beds	Group Housing with Student Housing use characteristic	N/A	Article 11 – Major Permit to Alter	<ul style="list-style-type: none"><li>• Rear yard (Sec. 134)</li><li>• Residential open space (Sec 135)</li><li>• Class I bicycle parking in Active Use area (Sec 145.1), Bicycle Parking Design Standards (Sec. 155.1)</li><li>• Deficiency of Class I bicycle parking (Sec 155.2)</li></ul>
25	ESTM 21	655 Sutter Street	1999	Residential with ground floor and basement Institutional	C-3-G	N/A	41,449	41,449	Group Housing (61 rooms) developed by AAU	Group Housing (55 rooms), cafe, School of Fashion storefront (Shop657), recreation	177 beds	N/A	N/A	Article 11 – Major Permit to Alter	N/A
26	ESTM 19	680-688 Sutter Street	1993	Residential with ground floor AAU retail gallery	C-3-G	N/A	19,554	19,554	28 Dwelling Units operated by AAU	Dwelling Units (27 units), gallery	80 beds	N/A	Removal of one Dwelling Unit to create ground floor retail gallery (Sec 317)	Article 11 – Minor Permit to Alter	N/A
27	ESTM 14	817-831 Sutter Street	2006	Residential	RC-4	N/A	49,426	48,936	Hotel	Group Housing (111 rooms)	222 beds	Group Housing with Student Housing use characteristic	Group Housing affiliated with Institutional Educational Use in RC-4 District (Sec 209.3)	N/A	<ul style="list-style-type: none"><li>• Rear yard (Sec. 134)</li><li>• Residential open space (Sec. 135)</li><li>• Class I bicycle parking in Active Use area (Sec 145.1), Bicycle Parking Design Standards (Sec. 155.1)</li><li>• Deficiency of Class I bicycle parking (Sec 155.2)</li></ul>
28	ESTM 13	860 Sutter Street	2003	Residential	RC-4	N/A	32,693	32,693	Hotel & 50 Residential Hotel units	Group Housing (88 rooms)	184 beds	Group Housing with Student use characteristic	Group Housing affiliated with Institutional Educational Use in RC-4	N/A	<ul style="list-style-type: none"><li>• Requires code amendment waiving prohibition on conversion of existing residential use to</li></ul>

Appendix A - AAU’s Existing Institutional and Residential Sites

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													district (Sec 209.3)		<div>Student Housing (Sec 317(e))</div> <ul style="list-style-type: none"><li>• Rear yard (Sec. 134)</li><li>• Residential open space (Sec 135)</li><li>• Deficiency of Class I bicycle parking (Sec 155.2)</li><li>• Off-site Class II bicycle parking, to be provided at 817-831 Sutter St. (Sec.307(k))</li></ul>
29	ESTM 5	2209 Van Ness Avenue	1998	Residential	RC-3	N/A	11,381	11,381	One Dwelling Unit	Group Housing (18 rooms)	57 beds	Group Housing with Student Housing use characteristic	Group Housing affiliated with Institutional Educational Use in RC-3 district (Sec 209.3)	N/A	<ul style="list-style-type: none"><li>• Requires code amendment waiving prohibition on conversion of existing residential use to Student Housing (Sec 317(e))</li><li>• Deficiency of Class I bicycle parking (Sec 155.2)</li><li>• Off-site Class I bicycle parking, to be provided at 2211 Van Ness Ave. (Sec 307(k))</li><li>• Exposure (Sec 140)</li></ul>
30	ESTM 4	2211 Van Ness Avenue	2005	Residential	RC-3	N/A	5,319	5,319	Two Dwelling Units and ground floor commercial	Dwelling Units (3 units) Group Housing (4 rooms)	24 beds	Group Housing with Student Housing use characteristic	Group Housing affiliated with Institutional Educational Use in RC-3 district (Sec 209.3)	N/A	<ul style="list-style-type: none"><li>• Requires code amendment waiving prohibition on conversion of existing residential use to Student Housing (Sec 317(e))</li><li>• Exposure (Sec 140)</li><li>• Residential open space (Sec 135)</li></ul>

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															<ul style="list-style-type: none"><li>• Deficiency of Class I bicycle parking (Sec 155.2)</li><li>• Bicycle Parking Design Standards (Sec. 155.1)</li><li>• Off-site Class II bicycle parking, to be provided at 2209 Van Ness Ave. (Sec. 307(k))</li></ul>
31	EIR PS-6	2225 Jerrold Avenue	2009	Vehicle and Commercial Storage with Accessory Office (excluding non-AAU Community Facility)	PDR-2	Industrial Protection Zone	91,367	68,684	Commercial Storage (with accessory office)	Commercial Storage with Accessory Office and Private Parking Garage and Lot with Accessory Office	N/A	Commercial Storage with Accessory Office operated by AAU; Private Parking Garage and Lot with Accessory Office; Community Facility	Private Parking Garage and Lot in PDR-2 District (Sec. 210.3)	N/A	N/A
32	N/A (New)	1946 Van Ness Avenue		Institutional	RC-4	Van Ness	25,040	25,040	Retail & Light Manufacturing	Vacant	-	PSEI	PSEI in RC-4 district (Sec 209.3)	N/A	N/A
33	N/A (New)	1142 Van Ness Avenue		Institutional	RC-4	Van Ness	50,221	50,221	Private Club	Vacant	-	PSEI	PSEI in RC-4 district (Sec 209.3)	N/A	N/A
34	N/A (New)	2550 Van Ness Avenue		Residential	RM-3/RC-3	N/A	61,685	61,685	Hotel	Vacant	306 beds	Group Housing with Student Housing use characteristic	<ul style="list-style-type: none"><li>• Group Housing affiliated with Institutional Educational Use in RC-3 and RM-2 district (Sec. 209.2, 209.3)</li></ul>	N/A	<ul style="list-style-type: none"><li>• Rear yard (Sec. 134)</li><li>• Residential open space (Sec 135)</li></ul>

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													<ul style="list-style-type: none"><li>• Private Parking use (Sec 209.2; Sec 209.3)</li></ul>		

## **Appendix B**

### **Transportation Memorandum**

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# Academy of Art University

Development Agreement Transportation Memo

Final

September 2019

Prepared For: City and County of San Francisco Planning Department  
Case No. 2008-0586E



Consulting Group

220 Montgomery Street, Suite 346 San Francisco, CA 94104

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Appendix B	Site Plans for 1069 Pine Street
Appendix C	Intersection Turning Movement Counts
Appendix D	AAU Shuttle Map
Appendix E	Existing Trip Count Survey
Appendix F	Trip Generation Worksheet
Appendix G	Planning Code Compliance Checklist



# 1.0 INTRODUCTION

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The City of San Francisco certified an EIR for the Academy of Art University (AAU) Project on July 2, 2016 (Case No. 2008.0586E). As part of the certification process, the City and the AAU entered into a Term Sheet for Global Resolution on November 15, 2016, which provides a mutually agreed-upon plan for the growth of AAU and approval of future AAU uses of property in San Francisco. Pursuant to the Term Sheet, AAU filed an application for a Development Agreement on December 9, 2016, describing proposed changes to the AAU Project. This Transportation Memorandum has been prepared for an environmental evaluation of these changes (herein referred to as “Proposed Project”) in relation to the certified EIR.

This memorandum has been prepared in accordance with the Scope of Work (**Appendix A**) approved by the San Francisco Planning Department. The purpose of the transportation memo is to complete the technical analyses and documentation for the project pursuant to the California Environmental Quality Act (CEQA). The study documents the existing transportation network and assesses potential transportation impacts associated with the Proposed Project. The following transportation topics are addressed in this analysis:

- Traffic conditions
- Transit conditions
- Bicycle conditions
- Pedestrian conditions
- Loading conditions
- Emergency vehicle access conditions
- Construction conditions

## 1.1 Project Description

Pursuant to the Term Sheet, AAU would vacate five of its existing properties (i.e., 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, and 2340 Stockton Street), centralize its educational programs and student housing along the Van Ness Avenue corridor by converting three existing properties (i.e., 1142 Van Ness Avenue, 1946 Van Ness Avenue, and 2550 Van Ness Avenue) to AAU use, and modify a land use mix at one property (i.e., 2801 Leavenworth Street). In addition, AAU would change a portion of its property at 2225 Jerrold Avenue to a community facility. As a result, a total of ten properties (herein referred to as “project sites”) would be affected due to the Proposed Project. These ten properties as well as the location of other existing AAU properties are depicted in **Figure 1**.<sup>1</sup> Proposed changes for each of ten properties are described in detail below.

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<sup>1</sup> AAU currently has a total of 40 properties in San Francisco including 23 institutional sites and 17 residential sites. According to the Term Sheet, AAU would occupy a total of 38 properties after vacating five properties and occupying three new sites.



Academy of Art University Development Agreement Transportation Memo

## 1055 Pine Street



The 1055 Pine Street site is a rectangular parcel measuring approximately 12,993 square feet within Assessor's Block 275/Lot 009, located on the south side of Pine Street between Taylor and Jones Streets in the Nob Hill area. The site is zoned as RM-4 (Mixed Residential High Density). The project site is occupied by a five-story, approximately 36,213-square-foot building, and has about five off-street parking spaces provided along the western edge of the project site.

An affiliate of AAU acquired the site in 2000, and currently has approximately 36,213 square feet of residential student housing with 81 residential units and a total of 155 beds and residential amenities, including a cafeteria. As part of the Proposed Project, AAU would vacate its existing use of residential student housing (81 units with 155 beds) and provide 83 units (83 beds) of affordable housing. The residential student housing use would be relocated to 2550 Van Ness Avenue. The affordable housing units would be leased to a third party non-profit operator.

## 1069 Pine Street



The 1069 Pine Street site is a flag-shaped parcel measuring approximately 7,750 square feet within Assessor's Block 275/Lot 008, located adjacent to the 1055 Pine Street site, on the south side of Pine Street between Taylor and Jones Street in the Nob Hill area. The site is zoned as RM-4 (Mixed



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Residential High Density. The project site is currently occupied by a one-story, approximately 1,875-square-foot building, and has about eight off-street parking spaces in the rear of the site.

The 1069 Pine Street site, which an affiliate of AAU acquired in 2000, currently has approximately 1,875 square feet of student amenities including a student lounge, clubhouse, office, and recreational uses that are open to all AAU students including those residing in the adjacent AAU building at 1055 Pine Street. As part of the Proposed Project, AAU would demolish the existing building and construct an eight-story, 82-foot-tall affordable housing facility with two basement levels. The Proposed Project would consist of a total of 64 studio units, 2,914 square feet of office use and 750 square feet of retail space fronting Pine Street. The main pedestrian entrance to the residential lobby and a separate pedestrian entrance to the ground floor retail space would be provided on Pine Street, and three separate back entrances, each providing an access to the staircase, trash room, and office space, would be provided in the rear of the building. The Proposed Project would not provide any off-street parking spaces. Detailed site plans are included in **Appendix B**.

### 700 Montgomery Street



The 700 Montgomery Street site is a rectangular parcel measuring approximately 3,162 square feet within Assessor's Block 19/Lot 028, located on the southwestern corner of the block bounded by Washington Street to the south, Montgomery Street to the west, Jackson Street to the north, and Hotaling Place to the east in the Financial District. The site is zoned as C-2 (Community Business). The project site is occupied by a three-story, approximately 11,455-square-foot building.

An affiliate of AAU acquired the site in 2011, and used approximately 8,159 square feet of office space until January 2017. AAU has since vacated its space, and the building is currently leased to a law firm and a café. The certified EIR analyzed AAU's proposed conversion and occupation of the entire project site totaling 11,455 square feet of AAU institutional use. However, as part of the Proposed Project, AAU would not occupy any portion of the project site. Future use of this site is unknown at this time.



## 2295 Taylor Street



The 2295 Taylor Street site is a rectangular parcel measuring approximately 10,440 square feet within Assessor's Block 66/Lot 001, located on the northeast corner of the block bounded by Chestnut Street to the north, Taylor Street to the east, Lombard Street to the south, and Jones Street to the west in the North Beach area. The site is zoned as North Beach NCD (Neighborhood Commercial). The project site is occupied by a two-story, approximately 20,000-square-foot building.

An affiliate of AAU acquired the site in 2003, and currently has approximately 20,000 square feet of institutional space comprising of classrooms, studios/labs, offices, and gallery uses. As part of the Proposed Project, AAU would vacate its existing use of this site. Future use of this site is unknown at this time.

## 2340 Stockton Street



The 2340 Stockton Street site is a rectangular parcel measuring approximately 37,813 square feet within Assessor's Block 18/Lot 004, located on the east side of Stockton Street between Beach and North Point Streets in the North Waterfront area. The site is zoned as C-2 (Community Business). The project site is occupied by a three-story, approximately 44,530-square-foot building. The first level of the building and surrounding paved area of the building includes a 95-space parking lot.

An affiliate of AAU acquired the site in 1991, and currently has approximately 44,530 square feet of institutional space comprising of classrooms, studios/labs, offices, gallery and darkroom uses. As part of the Proposed Project, AAU would vacate its existing use of this site. Future use of this site is unknown at this time.

### **2801 Leavenworth Street (aka the "Cannery")**



The 2801 Leavenworth Street site is a parcel measuring approximately 66,124 square feet within Assessor's Block 10/Lot 011 in the North Waterfront area. The project site occupies the eastern half of the block bounded by Leavenworth Street to the east, Jefferson Street to the north, Hyde Street to the west, and Beach Street to the south. The site is zoned as C-2 (Community Business). The project site is occupied by a three-story, approximately 133,675-square-foot building and an outdoor pedestrian courtyard that is shared with the neighboring hotel (the Argonaut).

An affiliate of AAU acquired the site in 2011, and currently uses a portion of the building (80,908 square feet) for office, gallery and multi-use/event space. Other tenants include a mix of office, retail, commercial, and restaurant uses. The certified EIR analyzed the conversion and occupation of the entire site totaling 133,675 square feet of AAU institutional use. However, as part of the Proposed Project, AAU would modify its application to retain retail or other active uses on the ground floor that are physically accessible to members of the public during the normal retail hours of operation customary in the area. AAU may have galleries on the ground floor and limit other uses to the mezzanine, second and third floors of the building. AAU would continue to use the existing shuttle service along Beach Street (routes D and E) at the white passenger loading zone on the east side of Jones Street south of Beach Street.

## 1142 Van Ness Avenue (aka the “Concordia Club”)



The 1142 Van Ness Avenue site is a rectangular parcel measuring approximately 13,080 square feet within Assessor’s Block 694/Lot 011, located on the east side of Van Ness Avenue between Post and Cedar Streets in the Van Ness/Civic Center area. The site is zoned as RC-4 (Residential-Commercial Combined, High Density). The project site is occupied by a three-story, approximately 52,475-square-foot building.

An AAU affiliate acquired the site in 2014, and AAU currently uses the building for occasional special events. The 1142 Van Ness Avenue site is located within Study Area 3 of the certified EIR, which analyzed programmatic growth of up to 200 residential rooms in Study Area 3. As part of the Proposed Project, AAU would provide 52,475 square feet of institutional use on this site. No tenant improvements are proposed for the change of use, as the current configuration supports educational, office, and as needed event hosting space. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) to serve the project site. AAU would add a new shuttle stop for this project site using the existing white passenger loading zone in front of the project site on Van Ness Avenue.

## 1946 Van Ness Avenue (aka the “Bakery”)



The 1946 Van Ness Avenue site is a rectangular parcel measuring approximately 7,248 square feet within Assessor's Block 598/Lot 10, located on the east side of Van Ness Avenue between Jackson and Washington Street in the Russian Hill area. The site is zoned as RC-4 (Residential-Commercial Combined, High Density). The project site is occupied by a three-story, approximately 25,839-square-foot building.

An affiliate of AAU acquired the site in 2012, and it is currently vacant. As part of the Proposed Project, AAU would provide 25,839 square feet of institutional use on this site. The conversion for institutional use would require minor modifications to the base building core and shell to bring the building into compliance with current life safety codes. The conversion would be limited to open flexible space for the school's use. Future interior improvements for specific industrial design programs would be completed at a later date once the defined school program use is determined by AAU. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) and a nearby stop at 1849 Van Ness Avenue (located approximately 300 feet south of the project site across Van Ness Avenue) to serve the project site.



## 2550 Van Ness Avenue (aka the “Da Vinci Hotel”)



2550 Van Ness Avenue is a rectangular parcel measuring approximately 40,696 square feet within Assessor’s Block 526/Lot 021, located on the east side of Van Ness Avenue between Filbert and Union Streets in the Russian Hill area. The site falls within two zoning districts including RM-3 (Residential-Mixed, Medium Density) and RC-3 (Residential-Commercial Combined, Medium Density). The project site is occupied by a five-story, approximately 52,298-square-foot building.

An affiliate of AAU acquired the site in 2010, and it is currently used as a tourist hotel/motel. The 2550 Van Ness Avenue site is located within Study Area 2 of certified EIR, which analyzed programmatic growth of up to 200 residential rooms in Study Area 2. As part of the Proposed Project, AAU would use this property to provide 136 residential units with 272 beds of student housing and accommodate replacement housing for students vacated from the existing building at 1055 Pine Street (81 units/155 beds). Any beds not used for student housing would be retained for tourist hotel use. The conversion for student housing use would require limited improvements. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) and a shuttle stop at 1604 Broadway (located approximately 0.2 miles south of the project site across Van Ness Avenue) to serve the project site.<sup>2</sup>

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<sup>2</sup> The white passenger loading zone in front of Peter D’s Café Shuttle is being used as a shuttle stop for 2209 Van Ness Avenue as of March 13, 2018.

## 2225 Jerrold Avenue



2225 Jerrold Avenue is a parcel measuring approximately 154,160 square feet within Assessor's Block 5286A/Lot020, occupying the southeastern portion of a trapezoidal block bounded by Jerrold Avenue to the north, Upton Street to the east, McKinnon Avenue to the south, and Barneveld Avenue to the west in the Bayview/Hunters Point area. The site is zoned as PDR-2 (Core Production, Distribution, and Repair). The project site is occupied by a two-story, approximately 91,367-square-foot building.

This property was previously a beer distribution operation prior to its use by the Academy. Per the certified EIR (Planning Case No. 2008.0586E), the site contains 58,550 square feet of vehicle and commercial storage, 5,545 square feet of office space accessory to the storage uses for the Academy's bus and transportation operation team, as well as 17,533 square feet of AAU's recreational uses including a gym and basketball courts. Additionally, the site is also used as storage and office for the San Francisco Fire Department and for Toys for Tots Program (9,739 square feet). As part of the Proposed Project, AAU would change a portion of the property to incorporate a community facility (15,084 square feet). The total gross floor area would remain no change.

## Summary

Overall, the Proposed Project would increase the total square foot of AAU's institutional use by 454 square feet and increase the total number of residential units for students by 55 units (117 beds), while approximately 17,522 square feet of gym use would be removed and replaced with a 15,084 square-foot community facility. **Table 1** provides a summary of proposed changes for each project site.

**Table 1 - Proposed Changes under Proposed Project**

Project Site	Existing Condition		Proposed Project		Change in AAU Use
	Land Use	Size	Land Use	Size	
1055 Pine Street	Residential	81 units/155 beds	Affordable housing	83 units/83 beds	- 2 units/72 beds
1069 Pine Street	Institutional	1,875 sqf	Unknown at this time	64 units (48,520 sqf)	- 1,875 sqf
700 Montgomery Street	Institutional	11,455 sqf	Unknown at this time	N/A	- 11,455 sqf
2295 Taylor Street	Institutional	20,000 sqf	Unknown at this time	N/A	- 20,000 sqf
2340 Stockton Street	Institutional	44,530 sqf	Unknown at this time	N/A	- 44,530 sqf
1946 Van Ness Avenue	Bakery	25,839 sqf	Institutional Use	25,839 sqf	+ 25,839 sqf
1142 Van Ness Avenue	Concordia Club	52,475 sqf	Institutional Use	52,475 sqf	+ 52,475 sqf
2550 Van Ness Avenue	Da Vinci Hotel	136 units/272 beds	Residential	136 units/272 beds	+ 136 units/272 beds
2225 Jerrold Avenue	Gym	17,533 sqf <sup>1</sup>	Community Facility	15,084 sqf	-17,533 sqf
<b>Total AAU Use</b>					
Institutional		77,860 sqf		78,314 sqf	+ 454 sqf
Residential		81 units/155 beds		136 units/272 beds	+55 units/117 beds
Gym		17,533 sqf			-17,533 sqf

Notes: AAU use is shaded; sqf=square feet

1. The certified EIR proposed 17,533 square feet of AAU's recreational uses including a gym and basketball courts, and now the Proposed Project contains the change of use for a 15,084 square foot community facility. Since the other uses at this site would barely change for the Proposed Project, for the purpose of this transportation memo, CHS compares the AAU's recreational uses with the proposed non-AAU community facility.

Due to the recent trend in AAU's student enrollment and other various factors, for the purposes of environmental evaluation, the Proposed Project includes a reasonable growth rate of student population of approximately three percent per year through Year 2022 instead of five percent per year as analyzed in the certified EIR.

## 2.0 EXISTING CONDITIONS

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This section describes the existing transportation conditions in the vicinity of each of the ten project sites mentioned above. The study area for each project site is roughly defined as one block radius from a project site. It includes descriptions of local roadways and documentation of existing vehicular traffic, transit service, bicycle, pedestrian, loading, and emergency vehicle access conditions.

### 2.1 1055 Pine Street

The 1055 Pine Street site is located on the south side of Pine Street between Jones Street and Taylor Street in the Nob Hill area. There is a shared curb cut/driveway from Pine Street to access five off-street parking/loading spaces provided along the western edge of the building as well as eight parking spaces located rear of the adjacent 1069 Pine Street site. There are a total of four pedestrian entries, and no bicycle parking is provided on site. **Figure 2** provides the existing site diagram for 1055 Pine Street site.

#### 2.1.1 Traffic

As described below, the 1055 Pine Street site is directly served by Pine Street as a two-way couplet with Bush Street, and by Taylor Street as a two-way couplet with Jones Street. The following includes discussion of these roadways.

**Pine Street** is an east-west street that runs between Presidio Avenue and Montgomery Street. In the vicinity of the project site, Pine Street has three westbound lanes and 2-hour time restricted parking on both sides of the street. The parking lane along the south curb converts into a vehicle travel lane during the PM peak period between 3 p.m. and 6 p.m., increasing the total number of travel lanes to four during this period. The San Francisco General Plan classifies Pine Street as a Major Arterial in the Congestion Management Program (CMP) Network.<sup>3</sup> Pine Street is designated as a High Injury corridor in the City's Vision Zero network.<sup>4</sup>

**Bush Street** is an east-west street that runs between Presidio Avenue and Market Street. In the vicinity of the project site, Bush Street has three eastbound lanes and 2-hour time restricted parking on both sides of the street. The parking lane along the north curb turns to a vehicle travel lane during the AM peak period between 7 a.m. and 9 a.m., increasing the total number of travel lanes to three during this period. The general plan classifies Bush Street as a Major Arterial in the CMP Network. Bush Street is designated as a High Injury corridor in the City's Vision Zero network.

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<sup>3</sup> San Francisco General Plan, Transportation Element, July 1995

<sup>4</sup> Vision Zero San Francisco Two-Year Action Strategy, February 2015







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**Taylor Street** is a north-south street that runs between the Embarcadero and Market Street. In the vicinity of the project site, Taylor Street has three northbound lanes and 2-hour time restricted parking on both sides of the street.

**Jones Street** is a north-south street that runs between Jefferson Street and Market Street. In the vicinity of the project site, Jones Street has three southbound lanes and 2-hour time restricted parking on both sides of the street.

Based on turning movement counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday November 7, 2017, Pine Street carries approximately 1,040 and 2,030 vehicles during the AM and PM peak hours, respectively. Bush Street carries approximately 2,280 and 1,430 vehicles during the AM and PM peak hours, respectively. Jones Street carries approximately 830 and 740 vehicles during the AM and PM peak hours, respectively. Taylor Street carries approximately 570 and 630 vehicles during the AM and PM peak hours, respectively. **Appendix C** includes the existing vehicle turning movement, bicycle, and pedestrian count data.

The 1055 Pine Street site includes a 15-foot-wide driveway with access to five off-street parking/loading spaces along the western edge of the building as well as eight parking spaces located at the rear of the adjacent 1069 Pine Street site. This parking lot is primarily used for food catering services, maintenance personnel and athletics throughout the day.

### **2.1.2 Transit**

The 1055 Pine Street site is generally served by Muni bus lines 2-Clement, 3-Jackson, 27-Bryant on Bush Street, and the California cable car line. Routes 2 and 3 operate along Sutter Street and Post Street as a one-way couplet. The nearest bus stop for these routes is located on the north side of Sutter Street west of Taylor Street, approximately 800 south of the project site. This stop does not provide a shelter or service information. Route 27 operates along Hyde and Leavenworth streets as a one-way couplet. The nearest stop is located at the intersection of Bush and Jones streets, approximately 750 feet south of the project site. This bus stop serves has a shelter and signage with transit information. The California cable car line operates along California Street. The nearest stop is located on south side of California Street east of Jones Street. This stop does not have a shelter or service information. The AM, midday, and PM frequencies of bus lines as well as the passenger load and capacity utilization at the maximum load point (MLP) during the PM peak hour are presented in **Table 2**.

**Table 2 - 1055 Pine Street: Muni Service Frequencies and Capacity Utilization at MLP**

Bus Lines	Route	Frequency of Service (Minutes)			PM Peak Hour Capacity (Outbound)		
		AM Peak	Midday	PM Peak	Peak Hour Load	MLP	PM Peak Hour Capacity Utilization
2–Clement	Clement and 14th Ave to Ferry Plaza	8	20	8	240	Sutter St/ Powell St	76%
3–Jackson	Presidio and California to Sansome and Sutter	15	20	15	185	Sutter St/ Taylor St	58%
27–Bryant	Cesar Chavez and Mission to Van Ness	15	15	15	116	Harrison/8th	46%
C–California	The Embarcadero to Van Ness	6	8	8	N/A	N/A	N/A

SOURCE: SFMTA, 2015; San Francisco Planning Department Transit Data for Transportation Impact Studies Memorandum (updated May 15, 2015).

It is noted that SFMTA operates six Muni bus routes (1AX-California “A” Express, 1BX-California “B” Express, 31AX-Balboa “A” Express, 1BX-Balboa “B” Express, 38AX-Geary “A” Express and 38BX-Geary “B” Express) along Pine Street, but they do not stop (between Presidio Avenue and Montgomery Street) in the vicinity of this AAU site.

### 2.1.3 Shuttle

As of the spring semester of 2017, AAU operates a total of eight regular weekday shuttle routes and six express routes.<sup>5</sup> None of these shuttle routes serves the 1055 Pine Street site directly; however, students can use the nearest shuttle stop at 860 Sutter Street. The 860 Sutter Street site is located on the north side of Sutter Street east of Leavenworth Street, approximately 1,100 feet southwest of the project site. This stop is served by six shuttle routes including routes D, E, H, I, M, and Sutter Express. This shuttle stop has a 50-foot-long shuttle zone in front of the 860 Sutter Street site, which is subject to No Stopping Tow Away regulations between the hours of 4 p.m. and 6 p.m. **Appendix D** includes the AAU shuttle system map for the spring semester in 2017.

It is noted that the 1055 Pine Street site was directly served by one shuttle route (i.e., Sutter Express) in 2015 using the existing 40-foot-long white passenger loading zone in front of project site; however, this shuttle stop has since been removed.

<sup>5</sup> Currently, AAU operates six regular weekday routes (D, E, G, H, I, and M) that operate between 14 and 17 hours per day and six express routes that operate for a range of times. Four of the express routes (Federal, North Point, Polk/Warehouse, and Warehouse) operate for less than one hour per day. The remaining two express routes (Hayes and Sutter) operate between 9 and 12 hours per day. On Saturday, four regular routes (1, 2, 3, and 4) operate 16 hours per day, while one regular route (I) operates 9 hours per day on Sunday. AAU has two primary shuttle hubs, 620/820 Sutter Street and 180 New Montgomery Street, and one secondary shuttle hub, 466 Townsend Street.

### 2.1.4 Bicycle

Nearest bicycle facilities to the project site include *class 3* bicycle facilities (i.e. bicycle routes with sharrows) on California Street, a block north from the project site, and Sutter Street, two blocks south from the project site. **Figure 3** presents the existing bicycle network near the project site. Based on bicycle counts collected during the AM (7 a.m. to 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday, November 7, 2017, there are less than five cyclists traveling along Pine Street during the AM and PM peak hours. **Appendix C** includes the existing bicycle count data.

Bay Area Bike Share is a regional public bicycle sharing program that began operation in August 2013. Shared bicycles are securely docked at stations located throughout the City and region. After a user obtains a membership, they are permitted to take unlimited trips of up to 30 minutes between stations. Overtime fees apply to trips over 30 minutes and are meant to encourage constant turnover and ensure availability. There are no bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site.

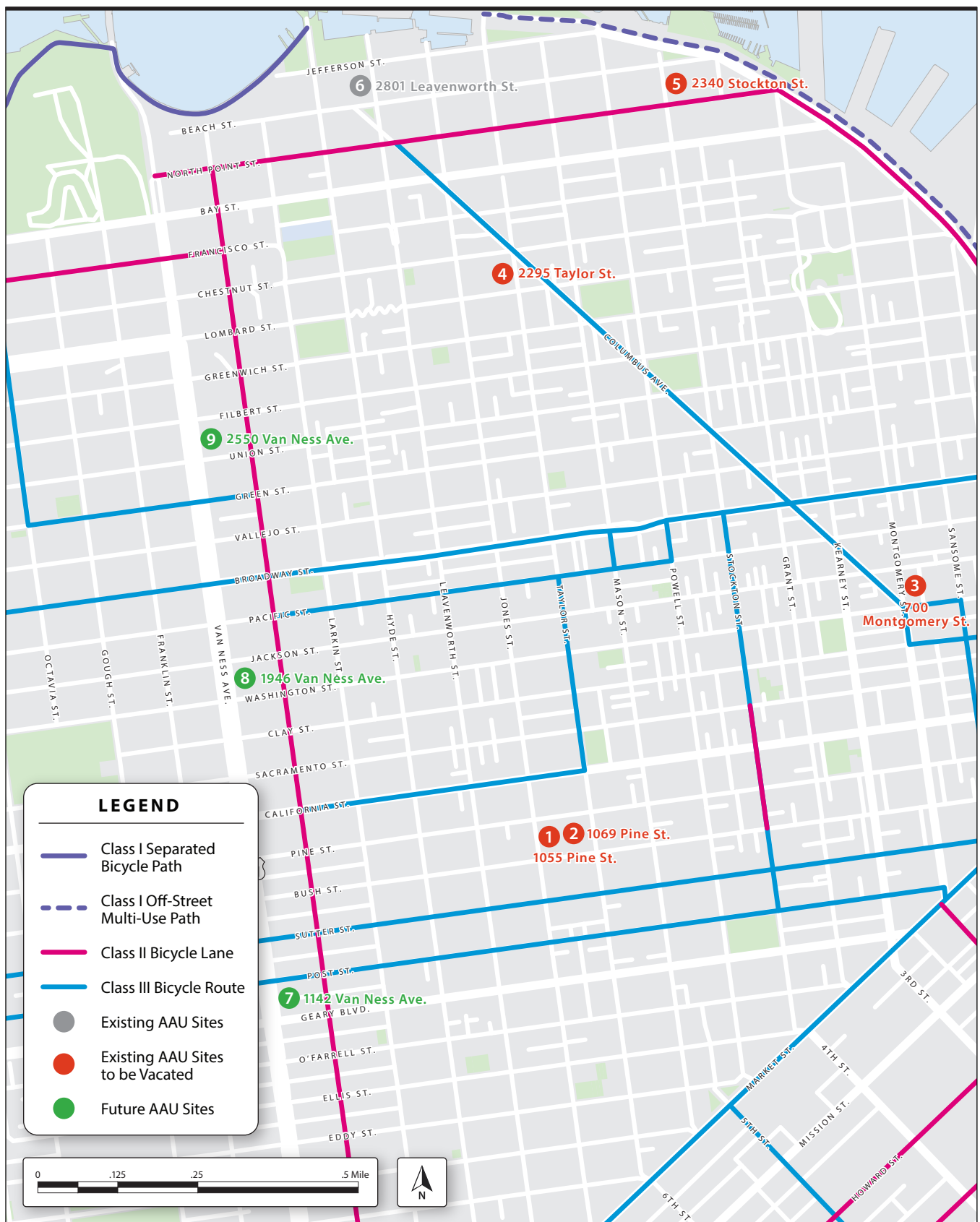
There is no bicycle parking provided on site. However, AAU reports that the eight-space bike rack located in the rear of the adjacent 1069 Pine Street site is used by the students residing in 1055 Pine Street.

### 2.1.5 Pedestrian

The land uses in the area consist of mostly residential uses, which typically generate low pedestrian volumes during AM and PM peak periods. Based on pedestrian counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday November 7, 2017, the project vicinity experiences a low level of pedestrian activities, with approximately 340 and 280 pedestrian crossings at the intersection of Pine and Jones Street during the AM and PM peak hours, respectively. In the vicinity of the project site, Jones Street, Taylor Street, California Street, and Bush Street are High Injury corridors in the *City's Vision Zero* network.

Intersections near the project site – Pine Street/Jones Street and Pine Street/Taylor Street – are controlled by traffic signals that include pedestrian crossing signal heads, and have well-defined crosswalk markings with curb ramps, pavement delineations, and street lighting. Sidewalks along Pine Street adjacent to the project site are approximately 10 feet wide.

There are four pedestrian entries to the building, including one main pedestrian entry along Pine Street, a second doorway on Pine Street and two secondary entries along the adjacent driveway. The secondary doorway on Pine Street provides a direct access to café/kitchen area, and two secondary doorways along the adjacent driveway provide access to the mezzanine level of the building.



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### 2.1.6 Loading

There are five off-street parking spaces provided along the western edge of the building, in addition to eight parking spaces located rear of the adjacent 1069 Pine Street building. These parking spaces, accessed through the shared driveway from Pine Street, are regularly used by Sodexo food service staff, maintenance personnel and athletics. AAU reports that one small Sysco truck makes food deliveries to this site twice a week on Mondays and Thursdays, typically between 11 a.m. and 2 p.m. and three Sodexo trucks make daily food deliveries to other AAU buildings (i.e., 1849 Washington Street and 180 New Montgomery Street), out of the 1055 Pine Street site on a regular basis. Therefore, three of the eight parking spaces are reserved for the use by these Sodexo trucks.

Due to the residential nature of Pine Street, Pine Street does not have any on-street freight loading (yellow curb) space adjacent to or near the site. It is likely that the commercial deliveries to the site utilize the existing 40-foot-long passenger loading (white curb) spaces on Pine Street in front of the project site, or use the shared off-street parking spaces provided between the project site and the adjacent 1069 Pine Street site. The passenger loading zone remained unutilized during the field observation.<sup>6</sup>

### 2.1.7 Emergency Vehicle Access

San Francisco Fire Department Station No. 41 (1325 Leavenworth Street) is the closest station to the project site, approximately 0.3 miles north of the site. From the station, vehicles are able to access the project site via Washington Street, Jones Street and Pine Street and would be able to park along Pine Street.

## 2.2 1069 Pine Street

The 1069 Pine Street site is located on the south side of Pine Street between Jones Street and Taylor Street in the Nob Hill area. There is a shared curb cut/driveway from Pine Street to access eight off-street parking/loading spaces provided in the rear of the site as well as five parking spaces along the western edge of 1055 Pine Street site. There are a total of five pedestrian entries and eight *class 2* bicycle parking spaces provided on site.<sup>7</sup> **Figure 2** on page 12 provides the existing site diagram for 1069 Pine Street site.

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<sup>6</sup> Field observation was conducted on Friday, November 17, 2016 between 1 p.m. and 3 p.m.

<sup>7</sup> According to the San Francisco Planning Code section 155.1, *class 1* spaces are “spaces in secure, weather-protected facilities intended for use as long-term, overnight, and work-day bicycle storage by dwelling unit residents, non-residential occupants, and employees”; and *class 2* spaces are “spaces located in a publicly-accessible, highly visible location intended for transient or short-term use by visitors, guest, and patrons to the building or use.” Bicycle lockers can be used to satisfy the requirements for *class 1* bicycle parking and bicycle racks can be used to satisfy the requirements for *class 2* bicycle parking. When located in a locked area or attended facility, bicycle racks can also satisfy the requirements for *class 1* bicycle parking.

### 2.2.1 Traffic

The 1069 Pine Street site is directly served by Pine Street as a two-way couplet with Bush Street, and by Taylor Street as a two-way couplet with Jones Street. These roadways and traffic volumes are discussed above in Section 2.1, "1055 Pine Street. "

The 1069 Pine Street property includes a 15-foot wide driveway with access to parking at the rear of both the 1055 and 1069 Pine Street buildings. This parking lot is primarily used for food catering services, maintenance personnel and athletics throughout the day.

### 2.2.2 Transit

The 1069 Pine Street site is generally served by Muni bus lines 2-Clement, 3-Jackson running on Sutter Street, and 27-Bryant on Bush Street. The nearest transit stop from this project site is located at the intersection of Bush and Jones streets, approximately 750 feet to the south. This stop serves 27-Bryant, and includes a shelter and signage with transit information. The AM, midday, and PM frequencies of bus lines as well as the passenger load and capacity utilization at the MLP during the PM peak hour are presented in **Table 2** above.

### 2.2.3 Shuttle

Similar to the 1055 Pine Street site, none of AAU's existing shuttle routes serves the 1069 Pine Street site directly; however, students can use the nearest shuttle stop at 860 Sutter Street. The 860 Sutter Street site is located on the north side of Sutter Street east of Leavenworth Street, approximately 1,000 feet southwest of the project site. This stop is served by six shuttle routes D, E, H, I, M, and Sutter Express. This shuttle stop has a 50-foot-long shuttle zone in front of the 860 Sutter Street site, which is subject to No Stopping Tow Away regulations between the hours of 4 p.m. and 6 p.m. **Appendix D** includes the AAU shuttle system map for the spring semester in 2017.

It is noted that the adjacent 1055 Pine Street site was directly served by one shuttle route (i.e., Sutter Express) in 2015 using the existing 40-foot-long white passenger loading zone in front of project site; however, this shuttle stop has since been removed.

### 2.2.4 Bicycle

Nearest bicycle facilities to the project site include *class 3* bicycle facilities (i.e. bicycle routes with sharrows) on California Street, a block from the project site, and Sutter Street, two blocks from the project site. Based on bicycle counts collected during the AM (7 a.m. to 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday, November 7, 2017, there are less than five cyclists traveling along Pine Street during the AM and PM peak hours. **Appendix C** includes the existing bicycle count data. There are no bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site.

There are eight *class 2* bicycle parking spaces at the bike rack located in the rear of the building which is also used by students residing in 1055 Pine Street. These spaces can be accessed via the curb cut on Pine Street between 1055 and 1069 Pine Street sites.

### 2.2.5 Pedestrian

As described in *Section 2.1.5* above, land uses in the vicinity of the 1055 and 1069 Pine Street sites consist of mostly residential uses, which typically generate low pedestrian volumes during AM and PM peak periods. Based on pedestrian counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday November 7, 2017, the project vicinity experiences a low level of pedestrian activities, with approximately 340 and 280 pedestrian crossings at the intersection of Pine and Jones Street during the AM and PM peak hours, respectively. In the vicinity of the project site, Jones Street, Taylor Street, California Street, and Bush Street are High Injury corridors in the City's *Vision Zero* network.

Intersections near the project site – Pine Street/Jones Street and Pine Street/Taylor Street – are controlled by traffic signals that include pedestrian crossing signal heads, and have well-defined crosswalk markings with curb ramps, pavement delineations, and street lighting. Sidewalks along Pine Street adjacent to the project site are approximately 10 feet wide.

Primary pedestrian entrance to the project site is provided on Pine Street, and four secondary entrances are on the back of the building which are accessible via the adjacent driveway on Pine Street.

### 2.2.6 Loading

There are eight off-street parking spaces provided in the rear of the building, in addition to five parking spaces located along the western edge of the adjacent 1055 Pine Street building. These parking spaces, accessed through the shared driveway from Pine Street, are regularly used by Sodexo food service staff, maintenance personnel and athletics. AAU reports that one small Sysco truck makes food deliveries to this site twice a week on Mondays and Thursdays, typically between 11 a.m. and 2 p.m. Three Sodexo trucks make daily food deliveries to other AAU buildings (i.e., 1849 Washington Street and 180 New Montgomery Street), out of 1055 Pine Street on a regular basis. Therefore, three of the eight parking spaces are reserved for use by these Sodexo trucks.

As described in Section 2.1 “1055 Pine Street,” due to its residential nature, Pine Street does not have any on-street freight loading (yellow curb) space adjacent or near to the site. It is likely that commercial deliveries to the site utilize the existing 40-foot-long passenger loading (white curb) spaces on Pine Street in front of the adjacent 1055 Pine Street site or on-street parking spaces, when available, or use the shared off-street parking spaces provided between the project site and the adjacent 1055 Pine Street site. The passenger loading zone remained unutilized during the field observation.<sup>8</sup>

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<sup>8</sup> Field observation was conducted on Friday, November 17, 2016 between 1 p.m. and 3 p.m.



### 2.2.7 Emergency Vehicle Access

San Francisco Fire Department Station No. 41 (1325 Leavenworth Street) is the closest station to the project site, approximately 0.3 miles north of the site. From the station, vehicles are able to access the project site via Washington Street, Jones Street and Pine Street and would be able to park along Pine Street.

## 2.3 700 Montgomery Street

The 700 Montgomery Street site is located on the southwestern corner of the block bounded by Washington Street to the south, Montgomery Street to the west, and Hotaling Place to the east in the Financial District. There is no off-street parking or loading facility. No shuttle stop is provided for the site. There are a total of three pedestrian entries and four *class 1* bicycle parking spaces on site. **Figure 4** provides the existing site diagram for 700 Montgomery Street site.

### 2.3.1 Traffic

The 700 Montgomery Street site is directly served by Montgomery Street and Washington Street as a two-way couplet with Jackson Street. The following includes discussion of these roadways.

**Montgomery Street** is a north-south street that runs between Francisco and Lombard streets. In the vicinity of the project site, Montgomery Street has one travel lane in each direction and metered parking on both sides of the street. South of Washington Street, Montgomery Street is a one-way street with two southbound lanes and on-street parking on both sides of the street. The general plan classifies Montgomery Street as a Citywide Pedestrian Street and a Major Arterial between Columbus Avenue and Bush Street.

**Washington Street** is an east-west street that runs between The Embarcadero and Arguello Boulevard. In the vicinity of the project site, Washington Street has three westbound travel lanes and metered parking on both sides of the street, including seven motorcycle spaces on the north side and 35 spaces on the south side. The general plan classifies Washington Street as a Major Arterial in the CMP Network, and it is part of the Metropolitan Transportation System (MTS) Network. Washington Street is also a Green Connections corridor connecting China Beach to the Bay.

**Jackson Street** is an east-west street that runs between Drumm Street and Arguello Boulevard. In the vicinity of the project site, Jackson Street has one eastbound travel lane and metered parking on both sides of the street.



Based on turning movement counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday April 19, 2017, Washington Street carries approximately 280 and 520 vehicles during the AM and PM peak hours, respectively. Montgomery Street carries approximately 180 and 200 vehicles during the AM and PM peak hours, respectively. **Appendix C** includes the existing vehicle turning movement, bicycle, and pedestrian count data.

The 700 Montgomery Street site does not have any off-street parking facility.

### **2.3.2 Transit**

The 700 Montgomery Street site is generally served by Muni bus lines 1–California, 8AX–Bayshore ‘A’ Express 8BX–Bayshore ‘B’ Express, 10–Townsend, 12–Folsom/Pacific, 30X–Marina Express, 41–Union, and 82X–Levi Plaza. Routes 10, 12, and 30X travel along Sansome Street, with a stop located midblock on Sansome Street between Washington Street and Jackson Street. Route 41 travels along Washington Street and Columbus Avenue, with a stop at the intersection of Columbus Avenue and Montgomery Street. Routes 1 and 8BX travel along Clay Street, with a stop at the intersection of Clay and Montgomery streets. Route 82X travels along Sansome Street with a stop at the Sansome Street/Washington Street intersection. The nearest transit stop from this project site is located at the intersection of Columbus Avenue and Montgomery Street, approximately 100 feet to the northwest. This stop is used as a Muni bus stop for 41-Union between 4 a.m. and 8 p.m., and as a tour bus loading zone outside of the bus stop period. It does not include a shelter. The AM, midday, and PM frequencies of Muni bus lines as well as the passenger load and capacity utilization at the MLP during the PM peak hour are presented in **Table 3**.

**Table 3 - 700 Montgomery Street: Muni Service Frequencies and Capacity Utilization at MLP**

Bus Lines	Route	Frequency of Service (Minutes)			PM Peak Hour Capacity (Outbound)		
		AM Peak	Midday	PM Peak	Peak Hour Load	MLP	PM Peak Hour Capacity Utilization
1–California	The Richmond to Downtown	3	5	3	857	Sacramento St/ Powell St	79%
8AX—Bayshore 'A'	Visitacion Valley to Downtown and North Beach	6	—	7	568	Harrison St/ 6 <sup>th</sup> St	75%
8BX—Bayshore 'B'	Visitacion Valley to Downtown and North Beach	7	—	7	528	Stockton St/ Sacramento St	70%
10–Townsend	Pacific Heights to San Francisco General Hospital via Downtown	15	15	15	153	2 <sup>nd</sup> St/ Townsend St	80%
12–Folsom/ Pacific	Russian Hill to the Mission via Downtown	15	15	15	108	Harrison St/ 7 <sup>th</sup> St	57%
30X–Marina Express	The Marina to Downtown	6	—	10	463	Sansome St/ Washington St	85%
41–Union	Presidio to the Financial District	5	—	8	428	Union St/ Columbus Ave	90%
82X–Levi Plaza Express	Levi Plaza to Caltrain via Financial District, peak direction only	15	—	15	92	Beale St/ Howard St	36% <sup>8</sup>

SOURCE: SFMTA, 2015; San Francisco Planning Department Transit Data for Transportation Impact Studies Memorandum (updated May 15, 2015).

It is noted that Golden Gate Transit operates 14 routes (Routes 2, 4, 8, 18, 24, 27, 38, 44, 54, 56, 58, 72, 74, and 76) along Sansome Street. The nearest Golden Gate Transit stop is located at the intersection of Jackson and Sansome streets, one block northeast of the site.

### 2.3.3 Shuttle

There is no AAU shuttle stop provided at this site.

### 2.3.4 Bicycle

Nearest bicycle facilities to the project site include *class 3* bicycle facilities (i.e. bicycle routes with sharrows) on Columbus Avenue, Montgomery Street (between Washington and Clay streets), Washington Street (between Montgomery and Sansome streets) and Sansome Street, which provide direct access to the project site. Based on bicycle counts collected during the AM (7 a.m. to 9 a.m.) and



PM (4 p.m. to 6 p.m.) peak periods on Wednesday, November 7, 2017, there are approximately 30 and one cyclists traveling along Columbus Avenue during the AM and PM peak hours, respectively. There are also approximately 10 and two cyclists traveling along Washington Street during the AM and PM peak hours, respectively. **Appendix C** includes the existing bicycle count data.

There are bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site, nearest one being located at the intersection of Washington Street and Kearny Street, approximately 450 feet west of the project site. This station has 30 bicycles.

There are four *class 1* bicycle parking spaces provided in the lobby area inside the building. These spaces can be accessed via the main pedestrian entry at the corner of Washington Street and Columbus Avenue.

### **2.3.5 Pedestrian**

The land uses in the area consist of mostly office and commercial uses, which typically generate moderate pedestrian volumes during AM and PM peak periods. In the vicinity of the project site, Washington Street is a High Injury corridor in the City's *Vision Zero* network. The intersection of Washington Street, Montgomery Street and Columbus Avenue is controlled by traffic signals that include pedestrian crossing signal heads, and have well-defined crosswalk markings with curb ramps, pavement delineations, and street lighting. Sidewalks along Washington Street and Montgomery Street adjacent to the project site are approximately eight and 14 feet wide, respectively.

The primary pedestrian access to the project site is provided on the southwest corner of the project site, and two secondary doorways are provided on Washington Street including an entry to a ground floor café.

### **2.3.6 Loading**

There is no off-street parking or loading facility at the project site. It is likely that commercial deliveries use the existing on-street freight loading (yellow curb) spaces provided adjacent to the site on Washington Street. These spaces were unutilized during the field observation.<sup>9</sup>

### **2.3.7 Emergency Vehicle Access**

San Francisco Fire Department Station No. 13 (530 Sansome Street) is the closest station to the project site, approximately 500 feet east of the site. From the station, vehicles are able to access the project site via Washington Street and would be able to park along Washington Street or Montgomery Street.

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<sup>9</sup> Field observation was conducted on Friday, November 17, 2016 between 1 p.m. and 3 p.m.

## 2.4 2295 Taylor Street

The 2295 Taylor Street site is located on the northeast corner of the block bounded by Chestnut Street to the north and Taylor Street to the east in the North Beach area. There is a curb cut from Chestnut Street for an off-street loading facility. Shuttle stop is provided at the existing Muni bus stop located on the east side of Columbus Avenue north of Chestnut Street. There are a total of two pedestrian entries and 14 *class 2* bicycle parking spaces on site. **Figure 5** provides the existing site diagram for 2295 Taylor Street site.

### 2.4.1 Traffic

The 2295 Taylor Street site is directly served by Chestnut Street, Columbus Avenue, and Taylor Street. The following includes discussion of these roadways.

**Chestnut Street** is an east-west street that runs between The Embarcadero and Lyon Street. In the vicinity of the project site, Chestnut Street has one lane in each direction and 2-hour time restricted parking on both sides of the street. The general plan identifies Chestnut Street as a Neighborhood Pedestrian Street (Neighborhood Commercial Street) between Fillmore Street and Richardson Avenue, and as a Transit Preferential Street (Secondary Transit Street) between Van Ness Avenue and Richardson Avenue.

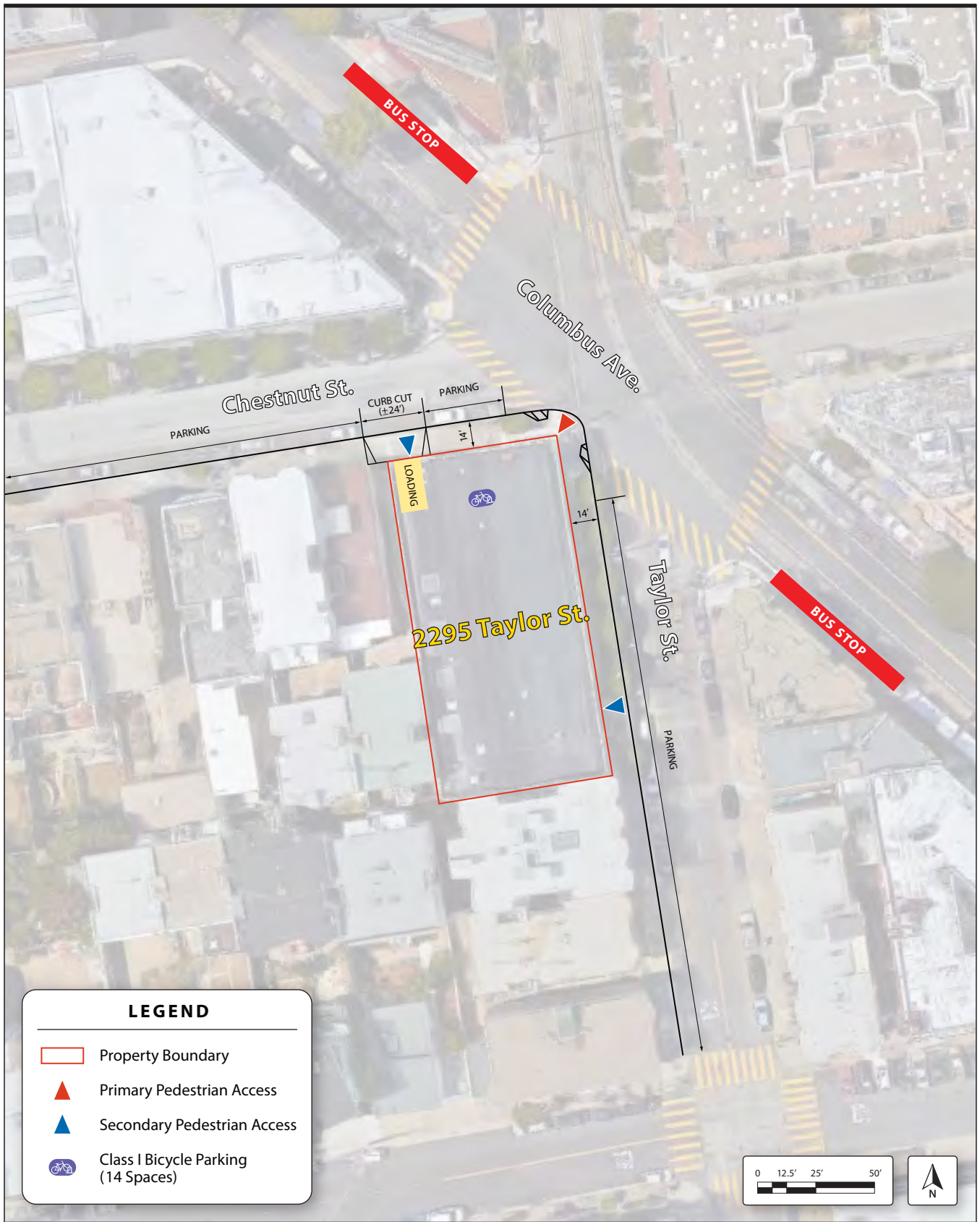
**Columbus Avenue** is a north-south street that runs between Beach and Washington streets. In the vicinity of the project site, Columbus Avenue has two lanes in each direction and metered parking on both sides of the street. The general plan classifies Columbus Avenue as a Major Arterial in the CMP Network, a Transit Preferential Street (Transit Important Street), and as a Neighborhood Pedestrian Street (Neighborhood Commercial Street). Columbus Avenue is designated as a High Injury corridor in the City's Vision Zero network.

**Taylor Street** is a north-south street that runs between the Embarcadero and Market Street. In the vicinity of the project site, Taylor Street has one travel lane in each direction and 2-hour time restricted parking on both sides of the street. The general plan classifies Taylor Street as a Transit Oriented Street.

Based on turning movement counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Tuesday April 5, 2016, Columbus Avenue carries approximately 720 and 853 vehicles during the AM and PM peak hours, respectively. Taylor Street carries approximately 50 and 60 vehicles during the AM and PM peak hours, respectively. **Appendix C** includes the existing vehicle turning movement, bicycle, and pedestrian count data.

No vehicle parking is provided on site, but the site includes an active loading dock with a roll-up door on the south side of Chestnut Street.





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## 2.4.2 Transit

The 2295 Taylor Street site is generally served by Muni bus lines 30-Stockton and the Powell-Mason cable car line, both of which travel along Columbus Avenue in the vicinity of the site. The nearest bus stop is located on the west side of Columbus Avenue east of Taylor Street, approximately 120 feet south of the project site. This stop serves the 30-Stockton line, and does not provide a shelter or service information. The Powell-Mason cable car line makes stops on the east side of Columbus Avenue across from the project site. The AM, midday, and PM frequencies of Muni bus lines as well as the passenger load and capacity utilization at the MLP during the PM peak hour are presented in **Table 4**.

**Table 4 - 2295 Taylor Street: Muni Service Frequencies and Capacity Utilization at MLP**

Bus Lines	Route	Frequency of Service (Minutes)			PM Peak Hour Capacity (Outbound)		
		AM Peak	Midday	PM Peak	Peak Hour Load	MLP	PM Peak Hour Capacity Utilization
30-Stockton	Divisadero and Chestnut to Caltrain Depot	8	4	4	615	Stockton St/ Sutter St	49%
Powell-Mason	Fisherman's Wharf to Powell and Market	10	8	8	N/A	N/A	N/A

SOURCE: SFMTA, 2015; San Francisco Planning Department Transit Data for Transportation Impact Studies Memorandum (updated May 15, 2015).

It is noted that AAU shuttle service to the project site uses the Muni bus stop located at the northeast corner of Columbus Avenue/Chestnut Street intersection, approximately 200 feet to the north.

## 2.4.3 Shuttle

None of the AAU shuttle routes serve the 2295 Taylor Street site directly; however, students can use the nearest shuttle stop at Jones and Beach streets intersection. This Jones Street/Beach Street stop is located on the east side of Jones Street south of Beach Street, approximately 0.25 mile north of the project site. This stop is served by shuttle routes D and E. This shuttle stop has a 150-foot-long white passenger loading zone, and it is shared with tour buses. **Appendix D** includes the AAU shuttle system map for the spring semester in 2017.



#### 2.4.4 Bicycle

Nearest bicycle facilities to the project site include *class 3* bicycle facilities (i.e. bicycle routes with sharrows) on Columbus Avenue, which provides the direct access to the project site. There are no bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site.

There are 14 *class 1* bicycle parking spaces provided on bike racks on the first floor of the building. These spaces can be accessed via main pedestrian entry on Columbus Avenue.

#### 2.4.5 Pedestrian

The land uses in the area consist of mostly commercial uses along Columbus Avenue, and residential buildings along Chestnut and Taylor Streets, which typically generate low to moderate pedestrian volumes during AM and PM peak periods. In the vicinity of the project site, Columbus Avenue is a High Injury corridor in the City's *Vision Zero* network.

The intersection of Columbus Avenue, Chestnut Street and Taylor Street located adjacent to the project site is a six-legged intersection. This intersection is controlled by traffic signals that include pedestrian crossing signal heads, and have well-defined crosswalk markings with curb ramps, pavement delineations, and street lighting. Sidewalks along Chestnut Street, Taylor Street and Columbus Avenue are approximately 14 feet wide, and are lined with street trees.

The primary pedestrian access to the site is from the southwest corner of the Chestnut Street, Taylor Street, and Columbus Avenue intersection. A secondary pedestrian entry is provided along Chestnut Street for loading dock access as well as service and emergency entries.

#### 2.4.6 Loading

This site has a functioning off-street loading dock with a roll-up door fronting the south side of Chestnut Street. There is no on-street freight (yellow curb) or passenger loading (white curb) spaces adjacent to the site. The nearest on-street freight loading space to this project site is located on the west side of Columbus Avenue south of Lombard Street, approximately 500 feet southeast of the site. This space was unutilized during the field observation.<sup>10</sup>

#### 2.4.7 Emergency Vehicle Access

San Francisco Fire Department Station No. 28 (1814 Stockton Street) is the closest station to the project site, approximately 0.4 miles east of the site. From the station, vehicles are able to access the site via Stockton Street, and Chestnut Street, and would be able to park along Chestnut Street or Taylor Street.

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<sup>10</sup> Field observation was conducted on Friday, November 17, 2016 between 1 p.m. and 3 p.m.

## 2.5 2340 Stockton Street

The 2340 Stockton Street site is located on the east side of Stockton Street between Beach and North Point Streets in the North Waterfront area. There are three curb cuts (one on Beach Street and two on Stockton Street) to access a 95-space parking lot. Shuttle stop is provided in front of the site on Stockton Street. There are a total of two pedestrian entries, and 18 *class 1* and 14 *Class 2* bicycle parking spaces on site. **Figure 6** provides the existing site diagram for 2340 Stockton Street site.

### 2.5.1 Traffic

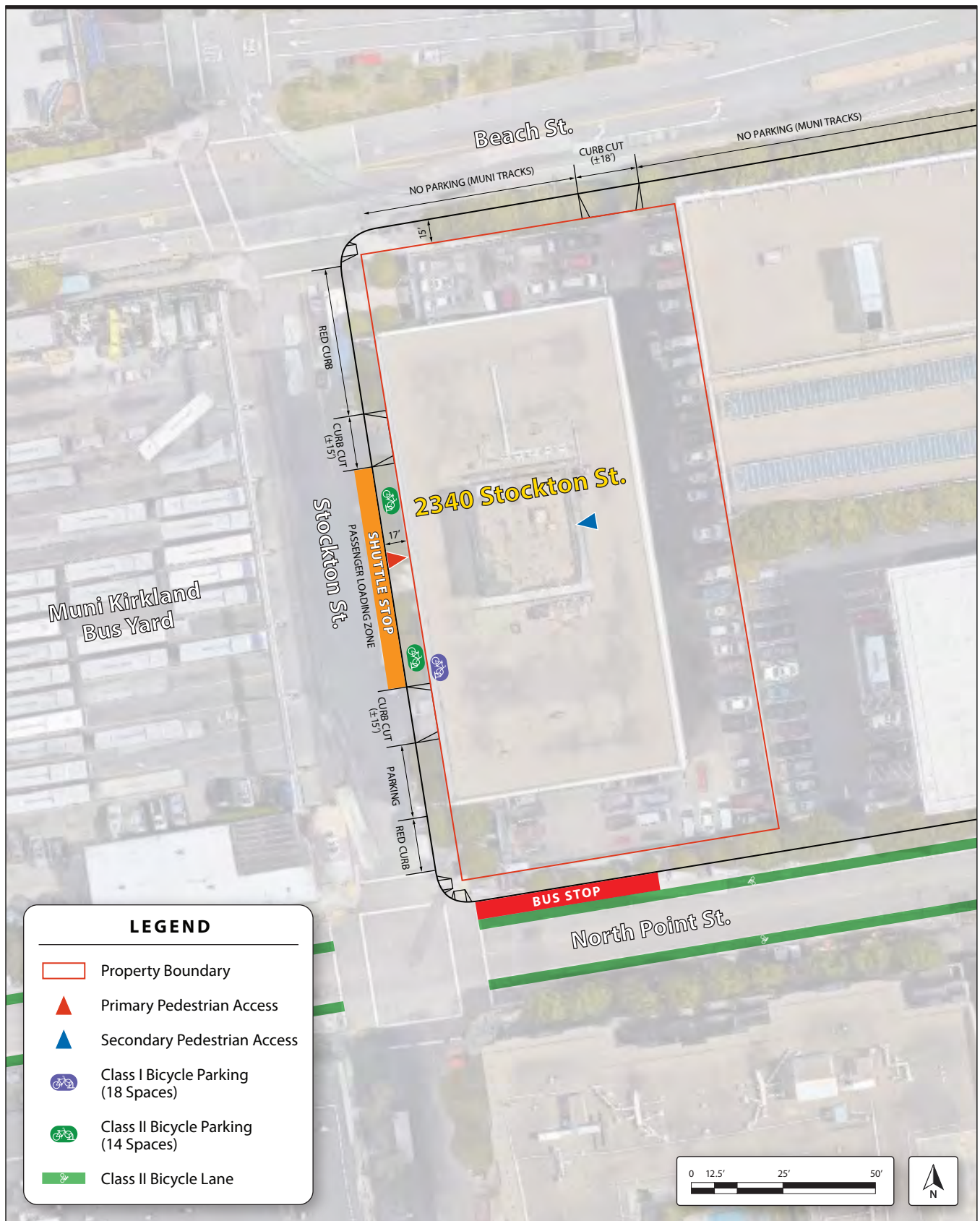
The 2340 Stockton Street site is directly served by Stockton Street, Beach Street, and North Point Street. The following includes discussion of these roadways

**Stockton Street** is a north-south street/paseo that runs between Beach Street and Market Street. In the vicinity of the project site, Stockton Street has one travel lane in each direction with metered parking on the east side of the street. The Muni Kirkland Division Bus Yard is located directly across from the AAU site on the west side of Stockton Street between Beach and North Point Streets.

**Beach Street** is an east-west street that runs between The Embarcadero and Polk Street. In the vicinity of the project site, Beach Street has two travel lanes in the westbound direction and one travel lane in the eastbound direction. There is an eastbound travel lane dedicated to Muni F-Line with limited right-turns permitted. There is no on-street parking on Beach Street in the site vicinity. The general plan classifies Beach Street as a Transit Conflict Street, a Transit Preferential Street (Transit Oriented Street), and as a Neighborhood Pedestrian Street (Neighborhood Commercial Street).

**North Point Street** is an east-west street that runs between The Embarcadero and Van Ness Avenue. In the vicinity of the project site, North Point Street has one travel lane in each direction, with dedicated (Class II) bicycle lanes on both sides of the street. The north side of the street has metered parking, and the south side of the street has 2-hour time restricted (unmetered) parking. The general plan classifies North Point Street as a Major Arterial in the CMP Network, a Transit Preferential Street (Transit Important Street), and as a Neighborhood Pedestrian Street (Neighborhood Commercial Street).

Stockton Street dead-ends at Beach Street adjacent to the 2340 Stockton Street site, so with the AAU use and Muni bus yard use on this block, traffic volume is typically light. Beach Street north of the site has moderate traffic volumes with the Muni F-Market & Wharves streetcar operating on the south side of the street in the eastbound direction. Based on turning movement counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Tuesday September 29, 2015, Beach Street carries approximately 280 and 300 vehicles during the AM and PM peak hours, respectively. **Appendix C** includes the existing vehicle turning movement, bicycle, and pedestrian count data.



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The first level of the building and surrounding paved area of the building includes a 95-space parking lot, which is entirely leased for public use except for two spaces reserved for AAU use. AAU uses these spaces based on needs at the building, mainly to accommodate the maintenance and freight loading/unloading needs. The main entrance to the parking lot is provided on Beach Street via right-turn in and right-turn out movements only, and one of the two driveways located on Stockton Street is used for exiting only. One other driveway on Stockton Street is not in use, and the garage operator typically parks cars as a barrier to not allow patrons to enter or exit through the driveway.

## 2.5.2 Transit

The 2340 Stockton Street site is generally served by Muni bus lines 8-Bayshore, 8BX-Bayshore Express “B”, and 39-Coit Tower travel along North Point Street, with the nearest stop located on the south side of North Point Street adjacent to the project site. The F-Market & Wharves street car line travels along Beach Street, along the northern border of the 2340 Stockton Street site, with the nearest stop on the southwest corner of the intersection of Stockton and Beach Streets. All these stops provide a shelter and service information. The AM, midday, and PM frequencies of Muni bus lines as well as the passenger load and capacity utilization at the MLP during the PM peak hour are presented in **Table 5**.

**Table 5 - 2340 Stockton Street: Muni Service Frequencies and Capacity Utilization at MLP**

Bus Lines	Route	Frequency of Service (Minutes)			PM Peak Hour Capacity (Outbound)		
		AM Peak	Midday	PM Peak	Peak Hour Load	MLP	PM Peak Hour Capacity Utilization
8/8BX – Bayshore/ Bayshore B Express	City College to and North Point via U.S. 101	6	N/A	7	480	Geneva Ave/ Paris St	63%
39–Coit Tower	North Point to Coit Tower	20	20	20	15	225 Telegraph Hill	11%
F–Market & Wharves	Castro to Jefferson and Jones	6	6	6	377	Stewart Loop	53%

SOURCE: SFMTA, 2015; San Francisco Planning Department Transit Data for Transportation Impact Studies Memorandum (updated May 15, 2015).

It is noted that The Muni Kirkland Division Bus Yard is located on the west side of Stockton Street across from the project site. Golden Gate Transit service at this site includes Routes 2, 4, 8, 18, 24, 24X, 27, 38, 44, 54, 56, 58, 72, 72X, 74, and 76. The nearest stop for these routes is located at the Stockton Street/North Point Street intersection adjacent to the project site.

## 2.5.3 Shuttle

Two AAU shuttle routes (D and E) serve the project site at the existing 94-foot long white passenger loading zone in front of the project site on Stockton Street. This passenger loading zone accommodates up to five shuttle buses, and loading/unloading activity is generally limited to five minutes. **Appendix D** includes the AAU shuttle system map for the spring semester in 2017.

## 2.5.4 Bicycle

Nearest bicycle facilities to the project site include *class 2* bicycle facilities (i.e. striped bicycle lanes) on North Point Street and *class 1* bicycle facilities (i.e., separated bicycle path) along the Embarcadero. Based on bicycle counts collected during the AM (7 a.m. to 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Tuesday September 29, 2015, there are approximately 40 and 110 cyclists traveling along The Embarcadero during the AM and PM peak hours, respectively. **Appendix C** includes the existing bicycle count data. There are no bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site.

There are two bicycle racks near the main pedestrian entrance on the Stockton Street sidewalk and a secure bicycle storage space near the exit of the off-street parking lot on Stockton Street. These spaces provide a total of 18 *class 1* and 14 *class 2* bicycle parking spaces on site.

## 2.5.5 Pedestrian

The land uses in the area consist of mostly commercial and office uses with the entrance to the Pier 39 commercial area near the Embarcadero and Beach Street intersection, and typically generate high pedestrian volumes during AM and PM peak periods. Based on pedestrian counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Tuesday September 29, 2015, the project vicinity experiences a high level of pedestrian activities, with approximately 2,520 and 2,340 pedestrian crossings at the intersection of the Embarcadero and Beach Street during the AM and PM peak hours, respectively. On the other hand, pedestrian volume is typically light along Stockton Street adjacent to the project site due to the presence of the Muni Kirkland Division Bus Yard on the west side of Stockton Street across from the project site and because Stockton Street dead-ends at Beach Street. In the vicinity of the project site, Jefferson Street, Beach Street and Bay Street are part of High Injury corridors in the City's *Vision Zero* network.

Intersections near the project site – Stockton Street/North Point Street and the Stockton Street/Beach Street – are controlled by traffic signals that include pedestrian crossing signal heads, and have well-defined crosswalk markings, pavement delineations, and traffic lights. Sidewalks along Beach Street, Stockton Street and North Point Street are approximately 15, 17, and 15 feet wide, respectively, and are lined with street trees and benches.

The primary pedestrian entrance to the project site is provided on Stockton Street through the midblock doorway. A secondary entry is provided at the back of the building for trash disposal, parking lot access and emergency access purposes.

## 2.5.6 Loading

This site does not have any off-street loading spaces; however, commercial delivery vehicles occasionally use the on-site parking lot to make deliveries. Alternately, commercial deliveries likely utilize the 94-foot-long passenger loading (white curb) spaces on Stockton Street or other on-street parking spaces.

The nearest on-street freight loading space is located on the west side of Grand Street south of Beach Street, approximately 700 feet east of the project site.

### **2.5.7 Emergency Vehicle Access**

San Francisco Fire Department Station No. 28 (1814 Stockton Street) is the closest station to 2340 Stockton Street, approximately 0.3 miles south of the site. From the station, vehicles are able to access the project site via Powell Street or Stockton Street and would be able to park along Stockton Street or North Point Street.

## **2.6 2801 Leavenworth Street**

The 2801 Leavenworth Street site located on the block bounded by Leavenworth Street to the east, Jefferson Street to the north, Hyde Street to the west, and Beach Street to the south. There is no off-street parking or loading facility. Shuttle stop is provided on the east side of Jones Street between North Point and Beach streets. There are a total of three main pedestrian entries and seven *class 2* bicycle parking spaces on site. **Figure 7** provides the existing site diagram for 2801 Leavenworth Street site.

### **2.6.1 Traffic**

The 2801 Leavenworth Street site is directly served by Jefferson Street, Leavenworth Street, and Beach Street. The following includes discussion of these roadways.

**Jefferson Street** is an east-west street that runs between The Embarcadero and Hyde Street. In the vicinity of the project site, Jefferson Street has two westbound travel lanes with metered parking on both sides of the street. The general plan classifies Jefferson Street as a Transit Preferential Street (Secondary Transit Street); a part of the Citywide Pedestrian Network with Bay, Ridge, and Coast Trail Access; and a Recreational Street in the CMP Network.

**Leavenworth Street** is a north-south street that runs between Jefferson Street and McAllister Street. In the vicinity of the project site, Leavenworth Street has one travel lane in each direction with metered parking on both sides of the street. The general plan classifies Leavenworth Street as a Secondary Arterial between Pine and Market Streets.





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Beach Street is an east-west street that runs between The Embarcadero and Van Ness Avenue and between Buchanan Street and Baker Street. In the vicinity of the project site, Beach Street has one travel lane in each direction with metered and metered parking on both sides of the street. The general plan classifies Beach Street as a Transit Preferential Street (Secondary Transit Street); a part of the Citywide Pedestrian Network with Bay, Ridge, and Coast Trail Access; and a Recreational Street in the CMP Network.

Based on turning movement counts collected during the weekday PM (4 p.m. to 6 p.m.) peak periods in 2011, Jefferson Street, Leavenworth Street, and Beach Street carry approximately 350, 440, and 90 vehicles during the PM peak hour, respectively.<sup>11</sup> **Appendix C** includes the existing vehicle turning movement, bicycle, and pedestrian count data.

The 2801 Leavenworth Street site does not include any off-street parking facility.

## 2.6.2 Transit

The 2801 Leavenworth Street site is generally served by Muni bus lines 30–Stockton and 47–Van Ness along North Point Street, with a stop on the south side of North Point Street west of Hyde Street. This stop is approximately 700 feet southwest of the project site, and provides a shelter and service information. Route F–Market & Wharves travels along Beach Street and stops at the northwest corner of Jones Street and Beach Street, approximately 520 east of the project site. This stop provides a shelter and service information. The AM, midday, and PM frequencies of Muni bus lines as well as the passenger load and capacity utilization at the MLP during the PM peak hour are presented in **Table 6**.

**Table 6 – 2801 Leavenworth Street: Muni Service Frequencies and Capacity Utilization at MLP**

Bus Lines	Route	Frequency of Service (Minutes)			PM Peak Hour Capacity (Outbound)		
		AM Peak	Midday	PM Peak	Peak Hour Load	MLP	PM Peak Hour Capacity Utilization
30–Stockton	The Marina to Downtown via Chinatown	8	4	4	615	Stockton St/ Sutter St	49%
47–Van Ness	Caltrain to Fisherman's Wharf	8	9	10	222	Van Ness Ave/ O'Farrell St	58%
F–Market & Wharves	The Castro to Fisherman's Wharf	6	7	6	555	Steuart Loop	79%

SOURCE: SFMTA, 2015; San Francisco Planning Department Transit Data for Transportation Impact Studies Memorandum (updated May 15, 2015).

It is noted that Golden Gate Transit route 93 operates along Beach Street and Hyde Street. The stop for this route is located at the Beach Street/Hyde Street intersection, one block east of the site.

<sup>11</sup> Traffic volumes were collected as part of the Fisherman's Wharf Public Realm Plan, 2011 (Case No. 2010.0256E). Academy of Art University Development Agreement (Case No. 2008.0586E)



### 2.6.3 Shuttle

Two AAU shuttle routes (D and E) serve the project site on the east side of Jones Street south of Beach Street, one block east of the project site. This shuttle stop has a 150-foot-long white passenger loading zone, and it is shared with tour buses. **Appendix D** includes the AAU shuttle system map for the spring semester in 2017.

### 2.6.4 Bicycle

Nearest bicycle facilities to the project site include *class 1* bicycle facilities (i.e., separated bicycle path) at the western terminus of Jefferson Street, *class 2* bicycle facilities (i.e. striped bicycle lanes) along North Point Street, and *class 3* bicycle facilities (i.e. bicycle routes with sharrows) on Columbus Avenue. There are no bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site.

There are seven *class 2* bicycle parking spaces on the second floor of the building.

### 2.6.5 Pedestrian

The land uses in the area consist of mostly commercial and retail and recreational uses with Aquatic Park at the intersection of Jefferson and Hyde streets. Pedestrian volume is typically high. In the vicinity of the project site, Jefferson Street, Beach Street (east of Leavenworth Street) and Columbus Avenue are considered High Injury corridors in the City's *Vision Zero* network.

Intersections near the site – Jefferson Street/Jones Street and Beach Street/Jones Street – are controlled by traffic signals that include pedestrian crossing signal heads, and have well-defined crosswalk markings with curb ramps, pavement delineations, and street lighting. Sidewalks along Beach, Leavenworth, Jefferson, and Hyde Streets are approximately 15 feet wide, and are lined with street trees.

There are three main pedestrian entries to the site, each on Jefferson Street, Leavenworth street and Beach Street. Additionally, there are secondary entries for direct access to ground floor retail uses.

### 2.6.6 Loading

There is no off-street parking or loading facility at the project site. Commercial deliveries likely utilize on-street freight loading (yellow curb) spaces or passenger loading (white curb) spaces located adjacent to the site on Leavenworth Street. There are eight freight loading spaces and two passenger loading spaces on the west side of Leavenworth Street between Jefferson and Beach streets. These spaces were utilized during the field observation.<sup>12</sup>

### 2.6.7 Emergency Vehicle Access

San Francisco Fire Department Station No. 28 (1814 Stockton Street) is the closest station to 2801

<sup>12</sup> Field observation was conducted on Friday, November 17, 2016 between 1 p.m. and 3 p.m.

Leavenworth Street, approximately 0.7 miles southeast of the site. From the station, vehicles are able to access the project site via Greenwich Street, Columbus Avenue and Leavenworth Street, and park along Leavenworth Street.

## **2.7 1142 Van Ness Avenue (aka the “Concordia Club”)**

The 1142 Van Ness Avenue site is located on the east side of Van Ness Avenue between Post Street and Cedar Street in the Van Ness/ Civic Center area. There is no off-street parking or loading facility. There are a total of three pedestrian entries, and no bicycle parking spaces are provided on site. **Figure 8** provides the existing site diagram for 1142 Van Ness Avenue site.

### **2.7.1 Traffic**

The 1140 Van Ness Avenue site is directly served by Van Ness Avenue and Geary Boulevard as a two-way couplet with Post Street. The following includes discussion of these roadways.

**Van Ness Avenue** is a north-south street that runs between Fort Mason and Cesar Chavez Street. In the vicinity of the project site, Van Ness Avenue has two travel lanes in each direction with metered parking on both sides of the street. The general plan classifies Van Ness Avenue as a Commercial Throughway, a Major Arterial in the CMP Network, part of the MTS Network, a Transit Preferential Street (Primary Transit Street), a Neighborhood Pedestrian Street (Neighborhood Commercial Street), and is part of the Citywide Pedestrian Network. It is noted that since October 2016, travel lanes were reduced to two lanes in each direction and no left turns are allowed from Van Ness Van Ness Avenue except for Broadway and Lombard Street due to the Van Ness Improvement Project.

**Post Street** is an east-west street that runs between Presidio Avenue and Montgomery Street. In the vicinity of the project site, Post Street operates one-way eastbound with two mixed-flow travel lanes and a bus-only lane. The general plan classifies Post Street as a Transit Preferential Street (secondary transit street), and a Neighborhood Pedestrian Street between Market Street and Gough Street.

**Cedar Street** is an east-west alley that runs between Larkin Street and Van Ness Avenue. It primarily serves local access and loading functions. In the vicinity of the project site, Cedar Street is one-way eastbound with one travel lane and parking on the south side of the street.



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**Geary Boulevard/Street** is an east-west arterial that runs from Market Street in downtown San Francisco to 48th Avenue in the Richmond District. Geary Boulevard is a two-way roadway between Ocean Beach and Gough Street; east of Gough Street, the arterial becomes Geary Street, a one-way westbound roadway. Between Franklin Street and Gough Street, Geary Street operates one-way westbound with three travel lanes and one bus-only lane. Between Franklin Street and Polk Street, Geary Street operates one-way westbound with two travel lanes and one bus-only lane. On-street parking is allowed on both sides of the street along this segment; however, the southern parking lane operates as a peak hour tow-away lane during the PM peak period (3 p.m. to 7 p.m.). East of Polk Street, Geary Street operates one-way westbound with one travel lane, one bus-only lane, and a peak period tow-away lane during the PM peak period. The general plan identifies the entire length of Geary Boulevard/Street as a Major Arterial, a Transit Important Street (Primary Transit Street) and a Neighborhood Pedestrian Street (Neighborhood Commercial Street).

Based on turning movement counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday November 7, 2017, in the vicinity of the project site Van Ness Avenue carries approximately 1,961 and 1,959 vehicles during the AM and PM peak hours, respectively. Geary Boulevard carries approximately 650 and 750 vehicles during the AM and PM peak hours, respectively. Post Street carries approximately 920 and 620 vehicles during the AM and PM peak hours, respectively. **Appendix C** includes the existing vehicle turning movement, bicycle, and pedestrian count data.

It should be noted that existing vehicle turning movements, bicycle, and pedestrian counts on Van Ness Avenue were collected while the Van Ness Improvement Project was under construction.<sup>13</sup> Due to the construction of the Van Ness Improvement Project, the total number of travel lanes on Van Ness Avenue has been reduced from three to two travel lanes in each direction, and no left turns are allowed from Van Ness Avenue except for Broadway and Lombard Street. Therefore, the existing counts collected on November 7, 2017 reflect the changes in roadway capacity and reduced left-turns from the Van Ness Improvement Project.

The 1142 Van Ness Avenue site does not include any off-street parking facility.

## 2.7.2 Transit

The 1140 Van Ness Avenue site is well served by Muni bus lines 2-Clement, 3-Jackson, 19-Polk, 38-Geary, 38R-Geary Rapid, 47-Van Ness, and 49-Van Ness-Mission. Routes 2 and 3 operate along Sutter Street and Post Street as a one-way couplet, with the nearest stop located adjacent to the project site on the south side of Post Street east of Van Ness Avenue. This stop provides a shelter and service information.

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<sup>13</sup> The Van Ness Avenue Improvement Project would facilitate faster, more efficient and safer bus lines between Lombard and Mission Streets. This project would create center-running transit-only lanes along Van Ness Avenue, signal prioritization for buses, all-door boarding, and elimination of most left turns. In addition to improved bus service, the project would also include a number of street improvements along the proposed route. Construction of the Van Ness Improvement Project is underway and is expected to be completed in 2019.

Route 19 operates along Polk Street with the nearest stop located on the east side of Polk Street north of Post Street, approximately 450 east of the project site. This stop does not have a shelter or service information. Routes 38 and 38R operate along Geary Street and O’Farrell Street as a one-way couplet, with the nearest stop located midblock on the north side of Geary Boulevard between Van Ness Avenue and Polk Street, approximately 480 feet south of the project site. This stop does not have a shelter or service information. Routes 47 and 49 operate along Van Ness Avenue with the nearest stop located on the east side of Van Ness Avenue north of Sutter Street, approximately 520 feet north of the project site. This stop does not have a shelter or service information. The AM, midday, and PM frequencies of Muni bus lines as well as the passenger load and capacity utilization at the MLP during the PM peak hour are presented in **Table 7**.

**Table 7 – 1142 Van Ness Avenue: Muni Service Frequencies and Capacity Utilization at MLP**

Bus Lines	Route	Frequency of Service (Minutes)			PM Peak Hour Capacity (Outbound)		
		AM Peak	Midday	PM Peak	Peak Hour Load	MLP	PM Peak Hour Capacity Utilization
2–Clement	Clement and 14th Ave to Ferry Plaza	8	20	8	240	Sutter St/ Powell St	76%
3–Jackson	Presidio and California to Sansome and Sutter	15	20	15	185	Sutter St/ Taylor St	58%
38–Geary	Downtown to the Richmond	8	8	8	640	Geary Blvd/ Taylor St	68%
38R–Geary Rapid	Downtown to the Richmond	4	6	5	925	Geary Blvd/ Leavenworth St	90%
38AX–Geary A Express	Downtown to the Richmond	10	-	15	188	Pine St/ Montgomery St	57%
38BX–Geary B Express	Downtown to the Richmond	10	-	15	209	Pine St/ Montgomery St	63%
19–Polk	Fisherman’s Wharf to Hunters Point	15	15	15	168	8 <sup>th</sup> St/ Mission St	66%
47–Van Ness	Caltrain to Fisherman’s Wharf via Civic Center	8	9	8	222	Van Ness Ave/ McAllister St	58%
49–Van Ness/ Mission	Fort Mason to City College	8	9	8	338	Van Ness Ave/ McAllister St	47%
C–California	The Embarcadero to Van Ness	6	8	8	N/A	N/A	N/A

SOURCE: SFMTA, 2015; San Francisco Planning Department Transit Data for Transportation Impact Studies Memorandum (updated May 15, 2015).

It is noted that Routes 30X, 31AX/BX, and 38AX/BX run through but do not stop within the vicinity of the project site. Golden Gate Transit service at this site includes Routes 30, 70, 93, 101, and 101X. The nearest stop for these routes is located at the intersection of Van Ness Avenue/Sutter Street, two blocks north of the project site.

### **2.7.3 Shuttle**

As of the spring semester of 2017, one shuttle route (route M) travels along Van Ness Avenue and Post Street adjacent to the project site, but there is no AAU shuttle stop provided at this site. The nearest AAU shuttle stop is located at 925 Polk Street, approximately 900 feet southeast of the project site, which is served by routes D, E, and Sutter Express.

### **2.7.4 Bicycle**

Nearest bicycle facilities to the project site include *class 2* bicycle facilities (i.e. striped bicycle lanes) along Polk Street, and *class 3* bicycle facilities (i.e. bicycle routes with sharrows) along Sutter and Post streets. Based on bicycle counts collected during the AM (7 a.m. to 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday, November 7, 2017, there are approximately 40 and five cyclists traveling along Post Street during the AM and PM peak hours, respectively. There are also approximately four and 12 cyclists traveling along Van Ness Avenue during the AM and PM peak hours, respectively. There are no bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site. There is no bicycle parking provided on site.

### **2.7.5 Pedestrian**

The land uses in the area consist of mostly commercial and retail uses, which typically generate moderate pedestrian volumes during the AM and PM peak periods. Based on pedestrian counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday November 7, 2017, the project vicinity experiences a moderate level of pedestrian activities, with approximately 750 and 850 pedestrian crossings at the intersection of Van Ness Avenue and Post Street during the AM and PM peak hours, respectively. Once the construction of the California Pacific Medical Campus (CPMC) at the intersection of Van Ness Avenue and Geary Street is completed in 2018, the pedestrian volume in the area is expected to increase substantially. In the vicinity of the project site, Van Ness Avenue, Polk Street, Post Street, Geary Street, and O'Farrell Street are High Injury corridors in the City's *Vision Zero* network.

The Van Ness Avenue/Post Street intersection is controlled by traffic signals that include pedestrian crossing signal heads, and have well-defined crosswalk markings with curb ramps, pavement delineations, and street lighting. The intersection of Van Ness Avenue and Cedar Street is stop controlled from Cedar Street. Sidewalks along Van Ness Avenue, Post Street, and Cedar Street are approximately 15, 10, 8 feet wide, respectively. It is noted that due to the construction of the CPMC, parts of sidewalks along Cedar Street and Van Ness Avenue are currently obstructed.

There are three pedestrian entries to the site, including the main pedestrian entry on Van Ness Avenue and secondary entries on Post Street and Cedar Street.

### **2.7.6 Loading**

There is no off-street parking or loading facility at the project site. Commercial deliveries may utilize the existing 45-foot-long passenger loading (white curb) spaces located in front of the project site on Van Ness Avenue. These spaces were partially utilized during the field observation.<sup>14</sup>

### **2.7.7 Emergency Vehicle Access**

San Francisco Fire Department Station No. 3 (1067 Post Street) is the closest station to 1142 Van Ness Avenue, approximately 530 feet east of the site. From the station, vehicles are able to access the project site via Larkin Street, Geary Boulevard, and Van Ness Avenue and would be able to park along Van Ness Avenue.

## **2.8 1946 Van Ness Avenue (aka the “Bakery”)**

The 1946 Van Ness Avenue site is located on the east side of Van Ness Avenue between Washington Street and Jackson Street in the Russian Hill area. There are two off-street loading facilities on Jackson Street. There are a total of two pedestrian entries, and no bicycle parking spaces are provided on site. **Figure 9** provides the existing site diagram for 1946 Van Ness Avenue site.

### **2.8.1 Traffic**

The 1946 Van Ness Avenue site is directly served by Van Ness Avenue and Washington Street as a two-way couplet with Jackson Street. Van Ness Avenue is discussed above in *Section 2.7 1142 Van Ness Avenue*. The following includes discussion of Washington and Jackson streets.

**Washington Street** is an east-west neighborhood commercial and residential street that runs discontinuously between Arguello and Drumm Streets. In the vicinity of the project site, Washington Street has two eastbound travel lanes and metered parking on both sides of the street. Washington Street is a Green Connections corridor connecting China Beach to the Bay.

**Jackson Street** is an east-west street that runs between Arguello Boulevard and Drumm Street. In the vicinity of the project site, Jackson Street has two westbound travel lanes and metered parking on both sides of the street.

Based on turning movement counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday November 7, 2017, Van

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<sup>14</sup> Field observation was conducted on Friday, November 17, 2016 between 1 p.m. and 3 p.m.





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Ness Avenue carries approximately 1,620 and 1,830 vehicles during the AM and PM peak hours, respectively, in the vicinity of the project site. Jackson Street carries approximately 250 and 320 vehicles during the AM and PM peak hours, respectively. Washington Street carries approximately 250 and 200 vehicles during the AM and PM peak hours, respectively.

It should be noted that existing vehicle turning movements, bicycle, and pedestrian counts on Van Ness Avenue were collected while the Van Ness Improvement Project is under construction.<sup>15</sup> Due to the construction of the Van Ness Improvement Project, the total number of travel lanes on Van Ness Avenue has been reduced from three to two travel lanes in each direction, and no left turns are allowed from Van Ness Avenue except for Broadway and Lombard Street. Therefore, the existing counts collected on November 7, 2017 reflect the changes in roadway capacity and reduced left-turns from the Van Ness Improvement Project.

No vehicle parking is provided on site, but the site includes two inactive loading docks with roll-up doors on the south side of Jackson Street.

### 2.8.2 Transit

The 1946 Van Ness Avenue site is well served by Muni bus lines 10-Townsend, 12-Folsom/Pacific, 19-Polk, 27-Bryant, 47-Van Ness, and 49-Van Ness-Mission. Routes 10 and 12 operate along Pacific Avenue, and route 27 operates along Washington Street. The nearest stop for these routes is located on the north side of Jackson Street east of Van Ness Avenue, across from the project site. This stop provides a shelter and service information. Route 19 operates along Polk Street with the nearest stop located on the east side of Polk Street north of Washington Street, approximately 660 feet southeast of the project site. This stop does not have a shelter or service information. Routes 47 and 49 operate along Van Ness Avenue with the nearest stop located on the east side of Van Ness south of Washington Street, approximately 520 feet south of the project site. This stop has a shelter and service information. The AM, midday, and PM frequencies of Muni bus lines as well as the passenger load and capacity utilization at the MLP during the PM peak hour are presented in **Table 8**.

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<sup>15</sup> The Van Ness Avenue Improvement Project would facilitate faster, more efficient and safer bus lines between Lombard and Mission Streets. This project would create center-running transit-only lanes along Van Ness Avenue, signal prioritization for buses, all-door boarding, and elimination of most left turns. In addition to improved bus service, the project would also include a number of street improvements along the proposed route. Construction of the Van Ness Improvement Project is underway and is expected to be completed in 2019.

**Table 8 – 1946 Van Ness Avenue: Muni Service Frequencies and Capacity Utilization at MLP**

Bus Lines	Route	Frequency of Service (Minutes)			PM Peak Hour Capacity (Outbound)		
		AM Peak	Midday	PM Peak	Peak Hour Load	MLP	PM Peak Hour Capacity Utilization
10–Townsend	Pacific Heights to San Francisco General Hospital	15	15	15	153	2 <sup>nd</sup> St/ Townsend St	71%
12–Folsom/Pacific	Russian Hill to the Mission	15	15	15	108	Harrison St/ 7 <sup>th</sup> St	57%
19–Polk	Fisherman's Wharf to Hunters Point	15	15	15	168	8 <sup>th</sup> St/ Mission St	66%
27–Bryant	Cesar Chavez and Mission to Van Ness	15	15	15	116	Harrison/8th	46%
47–Van Ness	Caltrain to Fisherman's Wharf via Civic Center	8	9	8	222	Van Ness Ave/ McAllister St	58%
49–Van Ness/Mission	Fort Mason to City College	8	9	8	338	Van Ness Ave/ McAllister St	47%

SOURCE: SFMTA, 2015; San Francisco Planning Department Transit Data for Transportation Impact Studies Memorandum (updated May 15, 2015).

It is noted that Routes 30X, 31AX/BX, and 38AX/BX run through but do not stop within the vicinity of the project site. Golden Gate Transit service at this site includes Routes 30, 70, 93, 101, and 101X. The nearest stop for these routes is located at the Van Ness Avenue/ Broadway intersection, one block north of the site.

### 2.8.3 Shuttle

As of the spring semester of 2017, one shuttle route (Route M) travels along Van Ness Avenue adjacent to the project site, but there is no AAU shuttle stop provided at this site. The nearest AAU shuttle stop is located at 1849 Van Ness Avenue, approximately 300 feet south of the project site across Van Ness Avenue, which is served by Route M.

### 2.8.4 Bicycle

Nearest bicycle facilities to the project site include *class 2* bicycle facilities (i.e. striped bicycle lanes) along Polk Street, and *class 3* bicycle facilities (i.e. bicycle routes with sharrows) along Pacific Street, a block north of the project site. Based on bicycle counts collected during the AM (7 a.m. to 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday, November 7, 2017, there are less than five cyclists traveling along Jackson Street, Washington Street or Van Ness Avenue during the AM and PM peak hours. There are no bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site. There is no bicycle parking provided on site.

### 2.8.5 Pedestrian

The land uses in the area consist of mostly commercial and residential uses, which typically generate low to moderate pedestrian volumes during the AM and PM peak periods. Based on pedestrian counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday November 7, 2017, the project vicinity experiences a moderate level of pedestrian activities, with approximately 400 and 510 pedestrian crossings at the intersection of Van Ness Avenue and Jackson Street during the AM and PM peak hours, respectively. In the vicinity of the project site, Van Ness Avenue and Polk Street are High Injury corridors in the City's *Vision Zero* network.

The Van Ness Avenue/Jackson Street intersection is controlled by traffic signals that include pedestrian crossing signal heads, and have well-defined crosswalk markings with curb ramps, pavement delineations, and street lighting. Sidewalks along Van Ness Avenue and Jackson Street are approximately 15 and 12 feet wide, respectively.

There are two pedestrian entries to the site, including the primary pedestrian entry on Van Ness Avenue and the secondary entry on Jackson Street. The primary pedestrian entry on Van Ness Avenue is currently boarded up.

### 2.8.6 Loading

This site has two off-street loading docks with a door fronting the south side of Jefferson Street. These spaces are currently used as a storage space. The nearest on-street freight loading space to this project site is located on the east side of Van Ness Avenue, adjacent to the site. These spaces remained unutilized during the field observation.<sup>16</sup>

### 2.8.7 Emergency Vehicle Access

San Francisco Fire Department Station No. 41 (1325 Leavenworth Street) is the closest station to 1946 Van Ness Avenue, approximately 0.3 mile east of the site. From the station, vehicles are able to access the project site via Leavenworth Street, Sacramento Street, and Van Ness Avenue and would be able to park along Van Ness Avenue.

## 2.9 2550 Van Ness Avenue (aka the "Da Vinci Hotel")

The 2550 Van Ness Avenue site located on the northwest corner of the block bounded by Filbert Street to the north, Van Ness Avenue to the west in the Russian Hill area. There are four curb cuts (three on Filbert Street and one on Van Ness Avenue) to access a 30-space parking lot and loading spaces. In addition, there is a shared curb cut/driveway with the adjacent building on Filbert Street for access to 15 parking spaces. There are a total of four pedestrian entries, and 4 *Class 2* bicycle parking spaces on site. **Figure 10** provides the existing site diagram for 2550 Van Ness Avenue site.

<sup>16</sup> Field observation was conducted on Friday, November 17, 2016 between 1 p.m. and 3 p.m.



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### 2.9.1 Traffic

The 2550 Van Ness Avenue site is directly served by Van Ness Avenue and Filbert Street. Van Ness Avenue is discussed above in Section 2.7 “1142 Van Ness Avenue.” The following includes discussion of Filbert Street.

**Filbert Street** is an east-west street that runs discontinuously between Kearny Street and Lyon Street. Adjacent to the project site, Filbert Street has one travel lane in each direction and 2-hour time restricted angled parking on the south side of the street.

Based on turning movement counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Thursday, April 6, 2017. Van Ness Avenue carries approximately 1,650 and 1,920 vehicles during the AM and PM peak hours, respectively. Union Street carries approximately 520 and 555 vehicles during the AM and PM peak hours, respectively. Filbert Street carries approximately 310 and 250 vehicles during the AM and PM peak hours, respectively. **Appendix C** includes the existing vehicle turning movement, bicycle, and pedestrian count data.

It should be noted that existing vehicle turning movements, bicycle, and pedestrian counts on Van Ness Avenue were collected while the Van Ness Improvement Project is under construction.<sup>17</sup> Due to the construction of the Van Ness Improvement Project, as of November 2016 the total number of travel lanes on Van Ness Avenue has been reduced from three to two travel lanes in each direction, and no left turns are allowed from Van Ness Avenue except for Broadway and Lombard Street. Therefore, the existing counts collected on Thursday, April 6, 2017 reflect the changes in roadway capacity and reduced left-turns from the Van Ness Improvement Project.

There are four curb cuts surrounding the property, including three curb cuts on Filbert Street and one curb cut on Van Ness Avenue. One of the curb cuts on Filbert Street is used to access a 30-space parking lot located along the east side of the site. Two other curb cuts on Filbert Street are used by maintenance and loading vehicles via sliding gates. The curb cut on Van Ness Avenue is used for one handicap-accessible parking space and two short-term parking spaces. In addition, there is a shared curb cut/driveway with the adjacent building on Filbert Street for access to 15 parking spaces.

### 2.9.2 Transit

The 2550 Van Ness Avenue site is well served by Muni bus lines 19-Polk, 41-Union, 45-Union/Stockton, 47-Van Ness, and 49-Van Ness-Mission. Route 19 operates along Polk Street with the nearest stop located on the east side of Polk Street north of Union Street, approximately 660 feet southeast of the project site. This stop does not have a shelter or service information. Routes 41 and 45 operate along

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<sup>17</sup> The Van Ness Avenue Improvement Project would facilitate faster, more efficient and safer bus lines between Lombard and Mission Streets. This project would create center-running transit-only lanes along Van Ness Avenue, signal prioritization for buses, all-door boarding, and elimination of most left turns. In addition to improved bus service, the project would also include a number of street improvements along the proposed route. Construction of the Van Ness Improvement Project is underway and is expected to be completed in 2019.

Union Street, with the nearest stop located on the south side of Union Street west of Van Ness Avenue, approximately 400 southwest of the project site. Routes 47 and 49 operate along Van Ness Avenue with the nearest stop located on the east side of Van Ness south of Union Street, approximately 300 feet south of the project site. This stop has a shelter or service information. The AM, midday, and PM frequencies of Muni bus lines as well as the passenger load and capacity utilization at the MLP during the PM peak hour are presented in **Table 9**.

**Table 9 – 2550 Van Ness Avenue: Muni Service Frequencies and Capacity Utilization at MLP**

Bus Lines	Route	Frequency of Service (Minutes)			PM Peak Hour Capacity (Outbound)		
		AM Peak	Midday	PM Peak	Peak Hour Load	MLP	PM Peak Hour Capacity Utilization
19–Polk	Fisherman's Wharf to Hunters Point	15	15	15	168	8 <sup>th</sup> St/ Mission St	66%
41–Union	Presidio to the Financial District	5	—	8	428	Union St/ Columbus Ave	90%
45–Union/Stockton	Downtown to the Marina	8	12	12	260	Stockton St/ Sutter St	82%
47–Van Ness	Caltrain to Fisherman's Wharf via Civic Center	8	9	8	222	Van Ness Ave/ McAllister St	58%
49–Van Ness/ Mission	Fort Mason to City College	8	9	8	338	Van Ness Ave/ McAllister St	47%

SOURCE: SFMTA, 2015; San Francisco Planning Department Transit Data for Transportation Impact Studies Memorandum (updated May 15, 2015).

It is noted that Routes 30X runs through but do not stop within the vicinity of the project site. Golden Gate Transit service at this site includes Routes 30, 70, 93, 101, and 101X. The nearest stop for these routes is located at the Van Ness Avenue/Union Street intersection, one block south of the site.

### 2.9.3 Shuttle

As of the spring semester of 2017, one shuttle route (route M) travels along Van Ness Avenue adjacent to the project site, but there is no AAU shuttle stop provided at this site. The nearest AAU shuttle stop is located at 1609 Broadway, approximately 0.2 miles south of the project site, which is served by Route M. It is noted that a nearby AAU shuttle stop at 2209 Van Ness Avenue was removed due to the Van Ness BRT construction, and a replacement shuttle stop is provided in the white passenger loading zone at 1609 Broadway in front of Peter D's Cafe.

### 2.9.4 Bicycle

Nearest bicycle facilities to the project site include *class 2* bicycle facilities (i.e. striped bicycle lanes) along Polk Street, and *class 3* bicycle facilities (i.e. bicycle routes with sharrows) along Green Street, two

blocks south of the project site. Based on bicycle counts collected during the AM (7 a.m. to 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday, November 7, 2017, there are less than five cyclists traveling along Filbert Street, Union Street, or Van Ness Avenue during the AM and PM peak hours. There are no bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site.

There are four *Class 1* bicycle parking spaces provided on site near the loading area on Filbert Street. These spaces are accessible via a secondary pedestrian entry on Filbert Street.

### **2.9.5 Pedestrian**

The land uses in the area consist of mostly residential uses, which typically generate a low pedestrian volume during the AM and PM peak periods. Based on pedestrian counts collected during the weekday AM (7 a.m. and 9 a.m.) and PM (4 p.m. to 6 p.m.) peak periods on Wednesday November 7, 2017, the project vicinity experiences a low level of pedestrian activities, with approximately 210 and 180 pedestrian crossings at the intersection of Van Ness Avenue and Filbert Street during the AM and PM peak hours, respectively. In the vicinity of the project site, Van Ness Avenue and Polk Street are High Injury corridors in the City's *Vision Zero* network.

The Van Ness Avenue/Filbert Street intersection is controlled by traffic signals that include pedestrian crossing signal heads, and have well-defined crosswalk markings with curb ramps, pavement delineations, and street lighting. Sidewalks along Van Ness Avenue and Filbert Street are approximately 15 and 12 feet wide, respectively.

There are a total of four pedestrian entries, including the main pedestrian entry on Van Ness Avenue on the northwest corner of the project site. This entry provides a direct access to the lobby area. One secondary entry is provided on Van Ness Avenue on the southwest corner of the project site for access to the on-site restaurant. Two other secondary entries are provided along Filbert Street for access to loading and maintenance areas via sliding gates.

### **2.9.6 Loading**

This site has three off-street loading areas, each of which are accessed through a separate gate on Filbert Street. Additionally, there are 60-foot-long on-street freight loading (yellow curb) spaces and 60-foot-long passenger loading (white curb) spaces on the east side of Van Ness Avenue adjacent to the project site. These spaces remained unutilized during the field observation.<sup>18</sup>

### **2.9.7 Emergency Vehicle Access**

San Francisco Fire Department Station No. 41 (1325 Leavenworth Street) is the closest station to 2550 Van Ness Avenue, approximately 0.8 miles southeast of the project site. From the station, vehicles are able to access the project site via Leavenworth Street, Union Street, and Van Ness Avenue and would be able to park along Van Ness Avenue.

<sup>18</sup> Field observation was conducted on Friday, November 17, 2016 between 1 p.m. and 3 p.m.



## 2.10 2225 Jerrold Avenue

The 2225 Jerrold Avenue site is bordered by Jerrold Avenue to the north, Upton Street (a private street) to the east, McKinnon Avenue to the south, and Barneveld Avenue to the west. Pedestrian access to the project site is provided at the main entrance located on Jerrold Avenue by the parking lot. Vehicle access is provided via curb cuts to the front parking lot and the loading dock on Jerrold Avenue and an additional curb cut on McKinnon Street. No bicycle parking spaces is provided. **Figure 11** provides the existing site diagram for 2225 Jerrold Avenue site.

### 2.10.1 Traffic

The 2225 Jerrold Avenue site is directly served by Jerrold Avenue, Upton Street and McKinnon Avenue. The following includes discussion of these streets and the streets in the near vicinity.

**Barneveld Avenue** is a north-south street that runs between Jerrold Avenue and Industrial Street, with one travel lane in each direction between McKinnon Avenue and Jerrold Avenue. There is unmetered parking on both sides of the street. The General Plan identifies Barneveld Avenue as a Local Street.

**Upton Street** is a north-south street that runs between McKinnon Avenue and Jerrold Avenue, with one travel lane in each direction. The General Plan identifies Upton Street as a Local Street.

**Jerrold Avenue** is an east-west street that runs between Mendell Street and Bayshore Boulevard, with one travel lane in each direction between Toland Street and Barneveld Avenue. There is unmetered parking on both sides of the street. The General Plan classifies as a Local Street.

**McKinnon Avenue** is an east-west street that runs between Bayshore Boulevard and Quint Street and then from Phelps Street to just past Lane Street, with one travel lane in each direction between Toland Street and Barneveld Avenue. There is unmetered parking on both sides of the street.

Based on turning movement counts collected during the weekday PM (4 p.m. to 6 p.m.) peak periods on Thursday, June 8, 2010, Jerrold Avenue carries approximately 790 vehicles during the PM peak hour, and Barneveld Avenue carries approximately 500 vehicles during the PM peak hour. **Appendix C** includes the existing vehicle turning movement, bicycle, and pedestrian count data.

There are three curb cuts surrounding the property, including one curb cut on Jerrold Avenue to the front parking lot, one curb cut on Jerrold Avenue to the loading docks and the loading door/ramp into the building, and one curb cut on McKinnon Street at the rear of the property. The front parking lot outside the main entrance on Jerrold Avenue provides approximately 18 parking spaces, and the back of the site along McKinnon Avenue is striped for approximately 21 parking spaces. Additionally, the west side of Upton Street provides 73 parking spaces exclusively for AAU use.





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Figure 11  
2225 Jerrold Avenue Site Diagram

## 2.10.2 Transit

The 2225 Jerrold Avenue site is served by Muni bus lines 9-San Bruno, 9R-San Bruno Rapid, and 23-Monterey. Route 9 operates along Bayshore Boulevard with the nearest stop located on Bayshore Boulevard north of Costa Street, approximately 0.3 mile west of the project site. This stop does not have a shelter or service information. Route 9R operates along Bayshore Boulevard with the nearest stop located on Bayshore Boulevard south of Oakdale Street, approximately 0.4 mile southwest of the project site. This stop has a shelter and service information. Route 23 operates along Toland Street and Jerrold Avenue, with the nearest stop located on Toland Street south of Jerrold Avenue, approximately 700 feet east of the project site. This stop does not have a shelter or service information. The AM, midday, and PM frequencies of Muni bus lines as well as the passenger load and capacity utilization at the MLP during the PM peak hour are presented in **Table 10**.

**Table 10 – 2225 Jerrold Avenue: Muni Service Frequencies and Capacity Utilization at MLP**

Bus Lines	Route	Frequency of Service (Minutes)			PM Peak Hour Capacity (Outbound)		
		AM Peak	Midday	PM Peak	Peak Hour Load	MLP	PM Peak Hour Capacity Utilization
9-San Bruno	Downtown to Visitation Valley	12	12	12	162	Potrero Ave / 24th St	51%
9R-San Bruno Rapid	Downtown to Visitation Valley	9	9	9	256	Potrero Ave / 24th St	58%
23-Monterey	Bayview to SF Zoo	20	20	20	90	Diamond St / Bosworth St	47%

SOURCE: SFMTA, 2019; San Francisco Planning Department Transit Data for Transportation Impact Studies Memorandum (updated February 14, 2019).

## 2.10.3 Shuttle

The 2225 Jerrold Avenue site is not served by AAU shuttle system as of September 2019.

## 2.10.4 Bicycle

Nearest bicycle facilities to the project site include *class 2* bicycle facilities (i.e. bicycle lanes) along Jerrold Avenue from Barneveld Avenue to Bayshore Boulevard, and *class 3* bicycle facilities (i.e. bicycle routes with sharrows) along Barneveld Avenue from Oakdale Avenue to Jerrold Avenue. There are no bicycle share stations within a reasonable walking distance (i.e., a quarter mile radius) of the project site. There is no bicycle parking spaces provided near the project site.

## 2.10.5 Pedestrian

Sidewalks and crosswalks near the project site are not frequently utilized by pedestrians. Sidewalks and crosswalks are sparsely provided near the project site, such as along Upton Street and Toland Street. The sidewalk along Jerrold Avenue is approximately 10 feet wide. Intersections in the project vicinity are generally non-signalized. Curb ramps are present at most of the intersections, and there are



well-defined crosswalk markings at the intersection of Jerrold Avenue and Barneveld Avenue. This area is surrounded by industrial buildings and very little pedestrian traffic was observed in the project vicinity, including along Jerrold and McKinnon Avenues. No significant pedestrian-traffic conflicts are observed near the project site due to low pedestrian volumes in the area. In the vicinity of the project site, Jerrold Avenue is a High Injury corridor in the City's *Vision Zero* network. Pedestrian access to the project site is provided at the main entrance located on Jerrold Avenue by the parking lot.

### **2.10.6 Loading**

This site has six off-street loading docks and a loading door/ramp in front of the building along Jerrold Avenue, and two loading doors at the rear of the building along McKinnon Avenue. Access to trash dumpsters is provided along Upton Street, which runs perpendicular to Jerrold Avenue, adjacent to the east side of the property. This narrow street is used for parking; however, trash operations typically occur in the late evening without much impedance to the sidewalk or street.

### **2.10.7 Emergency Vehicle Access**

San Francisco Fire Department Station No. 9 (2245 Jerrold Avenue) is the closest station to 2225 Jerrold Avenue, which is adjacent to project site on the west side. From the station, vehicles are able to access the project site via Jerrold Avenue.



## 3.0 Project Travel Demand

*Travel Demand* refers to the new vehicle, transit, bicycle and pedestrian trips that would be generated by a specific land use or a number of land uses within a specific location. Trip generation rates and modal splits assumptions for the existing and future AAU uses were based on the rates developed for the certified EIR. Trip generation and mode splits rates for non-AAU uses was calculated based on the methodology contained in the *City of San Francisco's Transportation Impact Analysis Guidelines for Environmental Review (SF Guidelines)*.

### 3.1 Trip Generation

Travel demand for the six existing AAU sites (i.e., 1055 and 1069 Pine streets, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, and 2801 Leavenworth Street) as well as three new AAU sites (i.e., 1142 Van Ness Avenue, 1946 Van Ness Avenue, and 2550 Van Ness Avenue) are calculated by using the trip generation rates developed for each type of AAU use for the certified EIR. For the purpose of the certified EIR, an existing trip generation survey was conducted because there are no standard institutional trip generation rates in the *SF Guidelines* and the college campus trip generation rates in the *Institute of Transportation Engineers (ITE) Trip Generation Manual* were not seen as appropriate for the AAU residential and institutional facilities. The existing trip generation survey was conducted in fall 2010 by documenting the number of persons entering and exiting at seven academic/administrative and seven residential buildings operated by AAU on security cameras. Person trip generation rates were then developed separately for academic/administrative and residential uses by calculating an arithmetic average of trip rates for each use. Inbound and outbound split data were also derived from actual counts of persons entering and exiting AAU's residential or academic/administrative buildings in 2010. Resulting trip generation rates are summarized in **Table 10**.

**Table 10 – AAU Trip Generation Rates**

Land Use	Daily Person-Trip Rate	PM Peak Hour Person-Trip Rate	% Inbound	% Outbound
Residential	3.76 trips/student or 6.77 trips/room	0.65 trips/student or 1.17 trips/room	45%	55%
Academic/Administrative Building	53.65 trips/ 1000 sf	4.56 trips/1000 sf	39%	61%

SOURCE: AAU EIR, 2016.

NOTES: ksf = 1,000 square feet

Travel demand for the proposed affordable housing developments, and office and retail spaces at 1055 and 1069 Pine Streets are calculated by using the trip generate rates provided in the *SF Guidelines*; *travel demand for the proposed* community facility at 2225 Jerrold Avenue is calculated by using the trip generate rates provided in the *ITE Trip Generation Manual* (Land Use Code 495: Recreational Community Center) to estimate the future travel demand. Trip generation rates used for the proposed affordable housing and community facility uses are summarized in **Table 11**.

**Table 11 – Non-AAU Trip Generation Rates**

Land Use	Daily Person-Trip Rate	PM Peak Hour		
		Person-Trip Rate	% Inbound	% Outbound
Residential 2+ bedrooms	10 trips/ unit	1.73 trips/ unit	67%	33%
Residential 1 bedroom/studio	7.5 trips/ unit	1.3 trips/ unit	67%	33%
Office	18.1 trips/ 1,000 gsf	1.5 trips/ 1,000 gsf	48%	52%
Retail	150 trips/ 1,000 gsf	13.5 trips/ 1,000 gsf	48%	52%
Community Facility	43.5 trips/ 1,000 gsf	3.5 trips/ 1,000 gsf	47%	53%

SOURCE: Transportation Impact Analysis Guidelines for Environmental Review, City of San Francisco, October, 2002.

Trip credits for the existing uses at 2550 Van Ness Avenue (da Vinci Villa Hotel) are also applied based on trips recorded on video footages on Tuesday, November 7, 2017 during the PM peak hour.<sup>19</sup> No existing trip credits are applied for the 1142 Van Ness Avenue and 1946 Van Ness Avenue site because they do not generate any trips currently.<sup>20</sup> **Appendix E** includes the summary of existing trip counts. **Table 12** below presents the number of person trips for each project site under the Existing condition, the Existing plus Project condition, and a net change between the two conditions. The Proposed Project at all ten sites would increase the total person trips by 222 trips during the PM peak hour. **Appendix F** includes detailed trip generation worksheets.

**Table 12 – Proposed Project Person Trips during PM Peak Hour**

Project Site	Daily			PM Peak Hour		
	Existing	Proposed Project	Net Change	Existing	Proposed Project	Net Change
1. 1055 Pine Street	548	830	812	95	144	49
2. 1069 Pine Street	101	645	544	9	98	89
3. 700 Montgomery Street	615	-	-615	52	-	-52
4. 2295 Taylor Street	1,073	-	-1,073	91	-	-91
5. 2340 Stockton Street	2,389	-	-2,389	203	-	-203
6. 2801 Leavenworth Street <sup>1</sup>	7,172	7,172	-	610	610	-
7. 1142 Van Ness Avenue	N/A	2,815	N/A	-	239	+239
8. 1946 Van Ness Avenue	N/A	1,386	N/A	-	118	+118
9. 2550 Van Ness Avenue	N/A	921	N/A	34	159	+125
10. 2225 Jerrold Avenue	999	657	-342	105	53	-52
<b>Total</b>		<b>13,769</b>		<b>1,199</b>	<b>1,421</b>	<b>+222</b>

SOURCE: AAU EIR, 2016; CHS Consulting, 2019.

NOTES: ksf = 1,000 square feet

1. Trip generation for 2801 Leavenworth Street includes AAU related trips only.

<sup>19</sup> For each vehicle entering or exiting the 2550 Van Ness Avenue site, a vehicle occupancy rate of two people per car is assumed.

<sup>20</sup> 1946 Van Ness Avenue site has been vacant since 2012.

### 3.2 Mode Splits

Mode split rates for the six existing AAU sites (i.e., 1055 and 1069 Pine Streets, 700 Montgomery Street, 2295 Taylor Street, 2340 Stockton Street, and 2801 Leavenworth Street) as well as three new AAU sites (i.e., 1142 Van Ness Avenue, 1946 Van Ness Avenue, and 2550 Van Ness Avenue) are calculated by using the mode split rates developed for each type of AAU use for the certified EIR. For the purpose of the certified EIR, an on-line travel behavior survey was administered in fall 2010 to students, faculty, and staff members about their residence locations and mode of transportation to and from the AAU campuses. Modal split rates were disaggregated for faculty/staff, commuter students, and resident students and further disaggregated for AAU sites located within approximately 0.5 mile from Market Street (i.e., Near Market Street Corridor) as opposed to AAU sites located farther away from Market Street (i.e., Outside Market Street Corridor). Resulting mode split rates for the Outside Market Street Corridor are summarized in **Table 13**.<sup>21</sup>

**Table 13 – AAU PM Peak Hour Modal Split Rates for Outside Market Street Corridor**

Type	Drive Alone	Carpool	Transit	Shuttle	Bike	Walk	Total
Faculty/Staff	20%	4%	57%	1%	2%	16%	100%
Commuter Students	14%	6%	56%	11%	3%	10%	100%
Residence Students	0%	0%	5%	57%	4%	34%	100%

SOURCE: Atkins, 2010.

Mode splits for the proposed affordable housing developments at 1055 and 1069 Pine Streets are obtained from the *American Community Survey 2011 – 2015* data for Census Tract 119.01; mode splits for the proposed community facility at 2225 Jerrold Avenue are obtained from the *2019 SF Guidelines*. Modal split rates for the proposed affordable housing development and community facility uses are summarized in **Table 14**.

**Table 14 – Non AAU Modal Split Rates**

Land Use	Drive Alone	Carpool	Transit	Bike and Other	Walk	Total
Residential	18%	5%	24%	11%	42%	100%
Office	37%		35%	5%	23%	100%
Retail	36%		17%	12%	35%	100%
Community Facility	53%		18%	1%	28%	100%

SOURCE: Transportation Impact Analysis Guidelines for Environmental Review, City of San Francisco, October, 2002, and February 2019.

Similar to the person trip generation, vehicle trip credits for the existing uses at 2550 Van Ness Avenue (da Vinci Villa Hotel) are also applied based on the existing vehicle trips counts at each site (see **Appendix E**). No existing vehicle trip credits are applied for the 1142 Van Ness Avenue and 1946 Van Ness Avenue sites because they do not generate any trips currently.<sup>22</sup> **Table 15** below presents the

<sup>21</sup> Only the mode splits for “Outside Market Street Corridor” are shown because nine out of ten project sites are located at least 0.25 mile from Market Street.

<sup>22</sup> 1946 Van Ness Avenue site has been vacant since 2012.

number of vehicle trips, transit person-trips, and bike person-trips for each project site under the Existing condition, the Existing plus Project condition, and a net change between the two conditions. The proposed changes at the ten sites discussed above would result in a total increase of approximately, 24 bike trips and 98 walk trips, a total decrease of 63 transit trips and 82 shuttle passenger trips, and no additional vehicle trips during the PM peak hour.

**Table 15 – Proposed Project PM Peak Hour Trips by Mode**

Project Site	Person Trips							Vehicle Trips
	Drive Alone	Carpool	Transit	Shuttle	Bike	Walk	Total	
Existing Condition								
1. 1055 Pine Street	-	-	5	54	4	32	95	-
2. 1069Pine Street	1	0	4	1	0	2	9	1
3. 700 Montgomery Street	5	1	23	8	2	14	52	5
4. 2295 Taylor Street	13	4	46	12	3	13	91	15
5. 2340 Stockton Street	29	10	103	27	6	29	203	33
6. 2801 Leavenworth Street	86	29	309	82	17	87	610	99
7. 1142 Van Ness Avenue	-	-	-	-	-	-	-	-
8. 1946 Van Ness Avenue	-	-	-	-	-	-	-	-
9. 2550 Van Ness Avenue	-	34	-	-	-	-	34	17
10. 2225 Jerrold Avenue	15	5	0	85	0	0	105	17
Total	148	83	489	270	32	177	1198	186
Proposed Project								
1. 1055 Pine Street	25	8	35	-	16	60	144	28
2. 1069Pine Street	23	4	25	-	12	42	107	23
3. 700 Montgomery Street	-	-	-	-	-	-	-	-
4. 2295 Taylor Street	-	-	-	-	-	-	-	-
5. 2340 Stockton Street	-	-	-	-	-	-	-	-
6. 2801 Leavenworth Street	52	18	187	49	10	53	369	60
7. 1142 Van Ness Avenue	34	11	121	32	7	34	239	39
8. 1946 Van Ness Avenue	17	6	60	16	3	17	118	19
9. 2550 Van Ness Avenue	-	-	8	91	6	54	159	-
10. 2225 Jerrold Avenue	8	20	9	0	1	15	53	17
Total	159	67	445	188	56	275	1189	186
Net Change								
1. 1055 Pine Street	25	8	30	(54)	12	28	49	28
2. 1069Pine Street	23	4	22	(1)	12	40	99	22
3. 700 Montgomery Street	(5)	(1)	(23)	(8)	(2)	(14)	(52)	(5)
4. 2295 Taylor Street	(13)	(4)	(46)	(12)	(3)	(13)	(91)	(15)
5. 2340 Stockton Street	(29)	(10)	(103)	(27)	(6)	(29)	(203)	(33)
6. 2801 Leavenworth Street	(34)	(12)	(122)	(32)	(7)	(34)	(241)	(39)
7. 1142 Van Ness Avenue	34	11	121	32	7	34	239	39
8. 1946 Van Ness Avenue	17	6	60	16	3	17	118	19
9. 2550 Van Ness Avenue	-	(34)	8	91	6	54	125	(17)
10. 2225 Jerrold Avenue	(7)	15	9	(85)	1	15	(52)	0
Total	11	(16)	(63)	(82)	24	98	(9)	0

SOURCE: AAU EIR, 2016; CHS Consulting, 2019.

NOTES: ksf = 1,000 square feet


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### 3.3 Loading Demand

The commercial loading demand for the Proposed Project was estimated based on the methodology and truck trip generation rates presented in the *SF Guidelines*. Commercial loading demand is calculated based on the types and amount of land uses. As shown in **Table 16**, the Proposed Project would generate a total of 35 daily truck trips, with the highest demand at 2801 Leavenworth Street with 13 daily truck trips, which correspond to a demand for up to one space during the average loading hour or the peak loading hour.

**Table 16 – Proposed Project Commercial Loading Demand**

Project Site	Land Use	Size (sqf)	Daily Truck Trip Rate per 1000 sqf	Daily Truck Trips	Average Hour	Peak Hour
1. 1055 Pine Street	Residential	36,213	0.03	1	0.1	0.1
2. 1069 Pine Street	Residential	44,856	0.03	1	0.1	0.1
	Office	2,914	0.21	1	0.0	0.0
	Retail	750	0.22	0	0.0	0.0
3. 700 Montgomery Street	Institutional	11,455	0.10	1	0.1	0.1
4. 2295 Taylor Street	Institutional	20,000	0.10	2	0.1	0.1
5. 2340 Stockton Street	Institutional	44,530	0.10	4	0.2	0.3
6. 2801 Leavenworth Street	Institutional	133,675	0.10	13	0.6	0.8
7. 1142 Van Ness Avenue	Institutional	52,475	0.10	5	0.2	0.3
8. 1946 Van Ness Avenue	Institutional	25,839	0.10	3	0.1	0.1
9. 2550 Van Ness Avenue	Residential	54,298	0.03	2	0.1	0.1
10. 2225 Jerrold Avenue	Institutional	15,084	0.10	2	0.1	0.1
<b>Total</b>		<b>395,444</b>		<b>35</b>		

SOURCE: Transportation Impact Analysis Guidelines for Environmental Review, City of San Francisco, October, 2002; CHS Consulting Group

## 4.0 Significance Criteria

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The significance criteria listed below are organized by mode to facilitate the transportation impact analysis; however, the transportation significance thresholds are essentially the same as the ones in the environmental checklist (Appendix G of the State CEQA Guidelines) and within the SF Planning Commission Resolution 19579 (and supporting materials). For the purpose of this analysis, the following applicable thresholds were used to determine whether implementing the Proposed Project would result in a significant impact on transportation and circulation:

- Vehicle Miles Traveled (VMT)
  - The project would have a significant effect on the environment if it would cause substantial additional VMT.
  - The project would have a significant effect on the environment if it would substantially induce additional automobile travel by increasing physical roadway capacity in congested areas (i.e., by adding new mixed-flow travel lanes) or by adding new roadways to the network.
- Transit – A project would have a significant effect on the environment if it would cause a substantial increase in transit demand that could not be accommodated by adjacent transit capacity, resulting in unacceptable levels of transit service; or cause a substantial increase in delays or operating costs such that significant adverse impacts in transit service levels could result. With the Muni and regional transit screenlines analyses, the project would have a significant effect on the transit utilization standard to be exceeded during the peak hour. For screenlines that already operate above the utilization standard during the peak hour, a project would have a significant effect on the transit provider if the project-related transit trips were more than five percent of total transit trips during the peak hour.
- Pedestrians – A project would have a significant effect on the environment if it would result in substantial overcrowding on public sidewalks, create potentially hazardous conditions for pedestrians, or otherwise interfere with pedestrian accessibility to the site and adjoining areas.
- Bicycles – A project would have a significant effect on the environment if it would create potentially hazardous conditions for bicyclists or otherwise substantially interfere with bicycle accessibility to the site and adjoining areas.
- Loading – A project would have a significant effect on the environment if it would result in a loading demand during the peak hour of loading activities that could not be accommodated within proposed on-site loading facilities or within convenient on-street loading zones, and if it would create potentially hazardous conditions affecting traffic, transit, bicycles or pedestrians or significant delays affecting transit.

- Traffic hazards – A project would have a significant impact if it would cause major traffic hazards.
- Emergency Vehicle Access – A project would have a significant effect on the environment if it would result in inadequate emergency access.
- Construction – Construction of the project would have a significant effect on the environment if, in consideration of the project site location and other relevant project characteristics, the temporary construction activities' duration and magnitude would result in substantial interference with pedestrian, bicycle, or vehicle circulation and accessibility to adjoining areas thereby resulting in potentially hazardous conditions.
- Parking – The project would have a significant effect on the environment if it would result in a substantial parking deficit that could create hazardous conditions or significant delays affecting traffic, transit, bicycles or pedestrians and where particular characteristics of the project or its site demonstrably render use of other modes infeasible.

#### ***Establishment of Vehicle Miles Traveled as Metric***

Public Resources Code Section 21099(b)(1), effective January 1, 2014, requires that the State Office of Planning and Research (OPR) develop revisions to the CEQA Guidelines establishing criteria for determining the significance of transportation impacts of projects that “promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses.” CEQA Section 21099(b)(2) states that upon certification of the revised guidelines for determining transportation impacts pursuant to Section 21099(b)(1), automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment under CEQA.

In January 2016, OPR published for public review and comment a Revised Proposal on Updates to the CEQA Guidelines on Evaluating Transportation Impacts in CEQA with a draft recommendation that transportation impacts for projects (especially auto delay) be measured using a vehicle miles traveled (VMT) metric, rather than the Level of Service (LOS) metric. On March 3, 2016, in anticipation of the future certification of the revised CEQA Guidelines, the San Francisco Planning Commission adopted a resolution (consistent with OPR's recommendation) to use the VMT metric instead of automobile delay (as measured by LOS) to evaluate the transportation impacts of projects (Resolution 19579). (Note: the VMT metric does not apply to the analysis of project impacts on non-automobile modes of travel such as riding transit, walking, and bicycling.)

## 5.0 Transportation Impact Analysis

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This section presents the assessment of transportation impacts due to the implementation of the Proposed Project. The impacts are grouped into seven areas: traffic hazards, vehicle miles traveled, transit, pedestrian, bicycle, commercial/passenger loading, emergency vehicle access, construction, and parking (for informational purposes).

### 5.1 1055 Pine Street

As part of the Proposed Project, AAU would vacate its existing use of residential student housing (81 units with 155 beds) and provide 83 units (83 beds) of affordable housing at 1055 Pine Street. The affordable housing units would be leased to a third party non-profit operator. As presented in **Table 15** above, the 1055 Pine Street site would generate a net increase in 28 vehicle trips, 30 transit trips, 12 bicycle trips and 28 walk trips.

#### 5.1.1 VMT

Many factors affect travel behavior. These factors include density, diversity of land uses, design of the transportation network, access to regional destinations, distance to high-quality transit, development scale, demographics, and transportation demand management. Typically, low-density development at great distance from other land uses, located in areas with poor access to non-private vehicular modes of travel, generate more automobile travel compared to development located in urban areas, where a higher density, mix of land uses, and travel options other than private vehicles are available.

Given these travel behavior factors, San Francisco has a lower VMT ratio than the nine-county San Francisco Bay Area region. In addition, some areas of the City have lower VMT ratios than other areas of the City. These areas of the City can be expressed geographically through transportation analysis zones. Transportation analysis zones are used in transportation planning models for transportation analysis and other planning purposes. The zones vary in size from single city blocks in the downtown core, multiple blocks in outer neighborhoods, to even larger zones in historically industrial areas like the Hunters Point Shipyard.

The San Francisco County Transportation Authority (Transportation Authority) uses the San Francisco Chained Activity Model Process (SF-CHAMP) to estimate VMT by private automobiles and taxis for different land use types. Travel behavior in SF-CHAMP is calibrated based on observed behavior from the California Household Travel Survey 2010-2012, Census data regarding automobile ownership rates and county-to-county worker flows, and observed vehicle counts and transit boardings. SF-CHAMP uses a synthetic population, which is a set of individual actors that represents the Bay Area's actual population, who make simulated travel decisions for a complete day. The Transportation Authority uses tour-based analysis for office and residential uses, which examines the entire chain of trips over the course of a day, not just trips to and from the project. For retail uses, the Transportation Authority uses trip-based analysis, which counts VMT from individual trips to and from the project (as opposed to

entire chain of trips). A trip-based approach, as opposed to a tour-based approach, is necessary for retail projects because a tour is likely to consist of trips stopping in multiple locations, and the summarizing of tour VMT to each location would over-estimate VMT.<sup>23, 24</sup>

The travel behavior from SF-CHAMP is modeled based on the following inputs:

Projected land use development (based on the Planning Department's pipeline) and population and employment numbers – as provided by the Planning Department, based on the Association of Bay Area Governments (ABAG) Projections, currently the Projections 2013 (Sustainable Communities Strategy).

- Observed behavior from the California Household Travel Survey 2010-2012.
- Census data regarding automobile ownership rates and county-to-county worker flows.
- Observed vehicle counts and transit boardings.

The SF-CHAMP model simulates the daytime service population, which is a set of “people” that represent all travelers making trips to and from each TAZ the entire day.

The daily VMT output from the SF-CHAMP model for residential and office uses comes from a tour-based analysis. The tour-based analysis examines the entire chain of trips over the course of a day, not just trips to and from the project site. In this way, all of the VMT for an individual resident or employee is included not just for trips into and out of the person's home or workplace. For example: a resident leaves her apartment in the morning, stops for coffee, and then goes to the office. In the afternoon she heads out to lunch, and then returns to the office, with a stop at the drycleaners on the way. After work she goes to the gym to work out, and then joins some friends at a restaurant for dinner before returning home. The tour-based approach would add up the total amount driven and assign the daily VMT to this resident for the total number of miles driven on the entire “tour”.

Regional average daily work-related VMT is 16.8 per capita for residential development. **Table 17** includes the transportation analysis zone (TAZ) in which the project site is located, 332.

**Table 17 – Daily Vehicle Miles Traveled (Existing Condition)**

Land Use	Bay Area		TAZ 332
	Regional Average	Regional Average Minus 15%	
Residential	16.8	14.6	2.4

SOURCE: San Francisco Transportation Information Map (SF TIM), accessed online February 2018

<sup>23</sup> A tour-based assessment of VMT at a retail site would consider the VMT for all trips in the tour, for any tour with a stop at the retail site. If a single tour stops at two retail locations, for example, a coffee shop on the way to work and a restaurant on the way back home, then both retail locations would be allotted the total tour VMT. A trip-based approach allows us to apportion all retail-related VMT to retail sites without double-counting.

<sup>24</sup> San Francisco Planning Department, Executive Summary: Resolution Modifying Transportation Impact Analysis, Appendix F, Attachment A, March 3, 2016

A project would have a significant effect on the environment if it would cause substantial additional VMT. The State Office of Planning and Research's (OPR) Revised Proposal on Updates to the CEQA Guidelines on Evaluating Transportation Impacts in CEQA ("proposed transportation impact guidelines") recommends screening criteria to identify types, characteristics, or locations of projects that would not result in significant impacts to VMT. If a project meets screening criteria, then it is presumed that VMT impacts would be less than significant for the project, and a detailed VMT analysis is not required.

As shown in **Table 17** above, existing average daily VMT per capita for residential uses in TAZ 332 is 2.4 miles. This is approximately 86 percent below the existing regional average daily VMT per capita of 16.8 miles. Given that the project site is located in an area where existing VMT is more than 15 percent below the existing regional average, the Proposed Project would not result in substantial additional VMT and impacts would be *less than significant*.

### 5.1.2 Transit

The Proposed Project would generate 30 additional transit trips (approximately 21 in and 9 out) during the PM peak hour at 1055 Pine Street. These trips would be dispersed throughout the transit network in the project vicinity using nearby Muni bus lines to reach their destinations or to access regional transit providers such as BART, Caltrain, SamTrans, AC Transit and Golden Gate Transit, as needed. Nearby Muni bus routes 2-Clement, 3-Jackson, and 27-Bryant currently operate at 76 percent, 58 percent, and 46 percent of their capacity, respectively, during the PM peak hour. Therefore, the 30 PM peak hour transit trips are not anticipated to cause a substantial increase in transit demand that could not be accommodated by adjacent transit capacity or exceed the SFMTA's performance standard of 85 percent capacity utilization during the PM peak hour.

The Proposed Project would generate 28 additional vehicle trips to adjacent streets during the PM peak hour. These vehicle trips would not directly conflict with Muni vehicles because there is no Muni service along Pine Street. The Proposed Project would not cause substantial increase in transit delays or operating costs. Therefore, transit impacts would be *less than significant*.

### 5.1.3 Shuttle

As part of the Proposed Project, AAU would vacate its existing use of residential student housing and provide 83 units (83 beds) of affordable housing at 1055 Pine Street. Since this affordable housing facility would be leased to a third party non-profit operator, AAU would not provide a shuttle service to this site. Therefore, there would be *no impacts* related to shuttle.

### 5.1.4 Pedestrians

Pedestrian trips generated by the Proposed Project would include walk trips to and from transit stops, as well as nearby businesses and commercial uses. Overall, the Proposed Project would add up to 58 pedestrian trips during the PM peak hour including 30 transit-access trips and 28 walk trips. These additional pedestrian trips would be spread onto surrounding sidewalks and are not anticipated to cause

a substantial overcrowding on public sidewalks.

In the vicinity of the project site, Jones Street, Taylor Street, California Street, and Bush Streets are High Injury corridors in the *City's Vision Zero* network. The 28 additional vehicle trips generated by the Proposed Project would spread onto multiple streets, and the level of traffic added onto these streets would not exacerbate an existing hazard for pedestrians. The Proposed Project would not include any hazardous design features or result in unusual pedestrian conflict points.

Residents traveling to the nearest Muni bus stop would travel along the existing sidewalks on Pine Street, Jones Street, and Taylor Street. Intersections of Pine and Jones streets and Pine and Taylor streets are controlled by traffic signals that include pedestrian crossing signal heads and have crosswalk markings with American Disability Act-compliant curbed ramps at all four corners of the intersections. The Proposed Project would not create barriers that could adversely affect pedestrian accessibility to the project site or adjoining areas. Therefore, pedestrian impacts would be ***less than significant***.

### 5.1.5 Bicycles

The Proposed Project would generate 12 additional bicycle trips and 28 additional vehicle trips during the PM peak hour at 1055 Pine Street. Although the Proposed Project would result in an increase in both vehicle and bicycle trips in the vicinity of the project site, this increase would not be substantial enough to cause potential conflicts between bicycles and vehicles. Vehicle access to the project site is not located on a bicycle route and would not create new collision risks through inadequate sight distance or substantial conflicts to bicyclists.

The Proposed Project would be required to provide 109 *class 1* and 6 *class 2* bicycle parking spaces per *San Francisco Planning Code section 155.2*. (**Appendix G** includes the Planning Code Compliance Checklist.) While the number of proposed bicycle parking spaces and their location(s) are unknown at this time, it is anticipated that bicyclists would use the pedestrian entries on Pine Street or secondary doorways along the adjacent driveway to access bicycle parking spaces. The Proposed Project would not include any design elements that could adversely affect bicycle accessibility to the project site or adjoining areas. Therefore, bicycle impacts would be ***less than significant***.

### 5.1.6 Loading

The Proposed Project would generate a total of one daily truck trip, which corresponds to a demand for up to one space during the average loading hour or the peak loading hour (see **Table 16**). The project site has five off-street parking spaces along the western edge of the building. While the use of these off-street parking spaces is unknown at this time, these spaces can be potentially used to accommodate loading demand. Additionally, commercial deliveries to the site could temporarily utilize the existing 40-foot-long passenger loading spaces or on-street parking spaces on Pine Street. Therefore, loading impacts would be ***less than significant***.

The Proposed Project is not required to provide any off-street freight loading spaces per *San Francisco*



*Planning Code section 152.1.* Therefore, the Proposed Project would be in compliance with the *Planning Code*. (**Appendix G** includes the Planning Code Compliance Checklist.)

### **5.1.7 Traffic Hazards**

The project site has an existing driveway on Pine Street which provides an access to five off-street parking spaces. Pine Street carries approximately 2,030 vehicles during the PM peak hour. Since Pine Street is a one-way westbound street, vehicles attempting to enter the parking lot would not need to stop for a gap in traffic along Pine Street prior to entering the driveway. Likewise, vehicles exiting the parking lot would yield to any vehicles traveling along the westbound Pine Street. Since the project site only has five off-street parking spaces, the level of traffic entering and exiting the project site would be very low and would not cause extended queues or major vehicle conflicts. The Proposed Project would not include any design elements that would create new collision risks through inadequate sight distance or substantial conflicts to vehicles. Therefore, traffic impacts would be ***less than significant***.

### **5.1.8 Emergency Vehicle Access**

The street network serving the project site currently accommodates the movements of emergency vehicles that travel to the project site. In the event of an emergency, vehicles would access the project site from Pine Street immediately adjacent to the site in the same way as under the existing condition. Furthermore, although the Proposed Project would generate additional traffic in the area, such an increase in vehicles would be approximately a two percent increase (i.e., 28 vehicle trips over 2,030 existing vehicle trips on Pine Street during the PM peak hour) over the existing traffic volumes along Pine Street and would not impede or hinder the movement of emergency vehicles in the project area, for example from the nearest fire stations (i.e., Fire Department Fire Station No. 41 at 1325 Leavenworth Street). Therefore, emergency vehicle access impacts would be ***less than significant***.

### **5.1.9 Construction**

Detailed plans for project construction activities are not available at this time, but because the Proposed Project would involve the reuse of an existing building, the majority of construction activities would be internal to the building, with minimal construction-related activities to the exterior of the building or other portions of the project site. Because the Proposed Project would not involve demolition or grading, it is unlikely that the project would generate a substantial amount of haul trucks, which are commonly used for import of fill materials/equipment and export of spoils.

Construction contractor(s) would be required to coordinate with Transportation Advisory Staff Committee (TASC) and other agencies (as appropriate) and prepare a Construction Management Plan, which would address issues of circulation (traffic, pedestrians, and bicycle), safety, parking and other project construction in the area. Therefore, construction impacts would be ***less than significant***.

### **5.1.10 Parking**

The Proposed Project would not be required to provide any off-street parking spaces per *San Francisco Planning Code section 151*. Therefore, the Proposed Project would be in compliance with the *Planning*



Code. (Appendix G includes the Planning Code Compliance Checklist.)

## 5.2 1069 Pine Street

As part of the Proposed Project, AAU would demolish the existing 1,875 square-foot student lounge/clubhouse/office/recreational facility, and construct an eight-story, 82-foot-tall affordable housing facility with two basement levels at 1069 Pine Street. The Proposed Project would consist of a total of 64 studio units. The pedestrian entrance to the residential lobby would be provided on Pine Street, and three separate back entrances would be provided in the rear of the building. The affordable housing facility would be leased to a third party non-profit operator. As presented in **Table 15** above, the 1069 Pine Street site would generate a net increase in 22 vehicle trips, 22 transit trips, 12 bicycle trips and 40 walk trips.

### 5.2.1 VMT

The 1055 Pine Street site and the 1069 Pine Street site are immediately contiguous to each other, and they are both located in TAZ 332. The VMT analysis for the 1069 Pine Street site follows the same procedures and analysis thresholds outlined under *Section 5.1.1*. As shown in **Table 17** above, existing average daily VMT per capita for residential uses in TAZ 332 is 2.4 miles. This is approximately 86 percent below the existing regional average daily VMT per capita of 16.8 miles. Given that the project site is located in an area where existing VMT is more than 15 percent below the existing regional average, the Proposed Project would not result in substantial additional VMT and impacts would be *less than significant*.

### 5.2.2 Transit

The Proposed Project would generate 22 additional transit trips (approximately 17 in and 5 out) during the PM peak hour at 1069 Pine Street. These trips would be dispersed throughout the transit network in the project vicinity using nearby Muni bus lines to reach their destinations or to access regional transit providers such as BART, Caltrain, SamTrans, AC Transit and Golden Gate Transit, as needed. Similar to 1055 Pine Street, nearby Muni bus routes 2-Clement, 3-Jackson, and 27-Bryant currently operate at 76 percent, 58 percent, and 46 percent of their capacity, respectively, during the PM peak hour. Therefore, the 16 PM peak hour transit trips are not anticipated to cause a substantial increase in transit demand that could not be accommodated by adjacent transit capacity or exceed the SFMTA's performance standard of 85 percent capacity utilization during the PM peak hour.

The Proposed Project would generate 22 additional vehicle trips to adjacent streets during the PM peak hour. These vehicle trips would not directly conflict with Muni vehicles because there is no Muni service along Pine Street. The Proposed Project would not cause substantial increase in transit delays or operating costs. Therefore, transit impacts would be *less than significant*.

### 5.2.3 Shuttle

As part of the Proposed Project, AAU would vacate its existing use of residential student housing (81



units with 155 beds) and provide 83 units (83 beds) of affordable housing at 1055 Pine Street. Since this affordable housing facility would be leased to a third party non-profit operator, AAU would not provide a shuttle service to this site. Therefore, there would be **no impacts** related to shuttle.

#### 5.2.4 Pedestrians

Pedestrian trips generated by the Proposed Project would include walk trips to and from transit stops, as well as nearby businesses and commercial uses. Overall, the Proposed Project would add up to 62 pedestrian trips during the PM peak hour including 22 transit-access trips and 40 walk trips. These additional pedestrian trips would be spread onto surrounding sidewalks and are not anticipated to cause a substantial overcrowding on public sidewalks.

In the vicinity of the project site, Jones Street, Taylor Street, California Street, and Bush Streets are High Injury corridors in the *City's Vision Zero* network. The 22 additional vehicle trips generated by the Proposed Project would spread onto multiple streets, and the level of traffic added onto these streets would not exacerbate an existing hazard for pedestrians. The Proposed Project would not include any hazardous design features or result in unusual pedestrian conflict points.

Residents traveling to the nearest Muni bus stop would travel along the existing sidewalks on Pine Street, Jones Street, and Taylor Street. Intersections of Pine and Jones streets and Pine and Taylor streets are controlled by traffic signals that include pedestrian crossing signal heads and have crosswalk markings with American Disability Act-compliant curbed ramps at all four corners of the intersections. The Proposed Project would not create barriers that could adversely affect pedestrian accessibility to the project site or adjoining areas. Therefore, pedestrian impacts would be **less than significant**.

#### 5.2.5 Bicycles

The Proposed Project would generate nine additional bicycle trips and 22 additional vehicle trips during the PM peak hour at 1069 Pine Street. Although the Proposed Project would result in an increase in both vehicle and bicycle trips in the vicinity of the project site, this increase would not be substantial enough to cause potential conflicts between bicycles and vehicles. The Proposed Project would remove the existing eight off-street parking spaces which are currently accessed through a driveway on Pine Street. Removing the off-street parking spaces would reduce the number of vehicles using the Pine Street driveway, thus reduce collision risks with bicyclists.

The Proposed Project would be required to provide 64 *class 1* and five *class 2* bicycle parking spaces per *San Francisco Planning Code section 155.2*. **Appendix G** includes Planning Code Compliance Checklist. The Proposed Project would provide a sufficient number of bicycle parking spaces to meet the code requirement. While the location(s) of these bicycle parking spaces are unknown at this time, it is anticipated that bicyclists would use the proposed pedestrian entries on Pine Street or secondary entrances proposed in the rear of the building to access bicycle parking spaces. The Proposed Project would not include any design elements that could adversely affect bicycle accessibility to the project site or adjoining areas. Therefore, bicycle impacts would be **less than significant**.

### 5.2.6 Loading

The Proposed Project would generate a total of one daily truck trip, which corresponds to a demand for up to one space during the average loading hour or the peak loading hour (see **Table 16**). The project site does not provide any off-street loading space. Additionally, commercial deliveries to the site could potentially utilize off-street parking spaces provided along the western edge of the adjacent 1055 Pine Street site, the existing 40-foot-long passenger loading spaces, or on-street parking spaces on Pine Street. Therefore, loading impacts would be *less than significant*.

The Proposed Project is not required to provide any off-street freight loading spaces per *San Francisco Planning Code section 152.1*. Therefore, the Proposed Project would be in compliance with the *Planning Code*. **Appendix G** includes Planning Code Compliance Checklist.

### 5.2.7 Traffic Hazards

The Proposed Project would remove the existing eight off-street parking spaces which are currently accessed through a driveway on Pine Street. Removing the off-street parking spaces would reduce the number of vehicles using the Pine Street driveway, thus reducing potential vehicle conflicts. The Proposed Project would not include any design elements that would create new collision risks through inadequate sight distance or substantial conflicts to vehicles. Therefore, traffic impacts would be *less than significant*.

### 5.2.8 Emergency Vehicle Access

The street network serving the project site currently accommodates the movements of emergency vehicles that travel to the project site. In the event of an emergency, vehicles would access the project site from Pine Street immediately adjacent to the site in the same way as under the existing condition. Furthermore, although the Proposed Project would generate additional traffic in the area, such an increase in vehicles would be a less than one percent increase (i.e., 22 vehicle trips over 2,030 existing vehicle trips on Pine Street during the PM peak hour) over the existing traffic volumes along Pine Street and would not impede or hinder the movement of emergency vehicles in the project area, for example from the nearest fire stations (i.e., Fire Department Fire Station No. 41 at 1325 Leavenworth Street). Therefore, emergency vehicle access impacts would be *less than significant*.

### 5.2.9 Construction

Detailed plans for project construction activities are not available at this time, but anticipated construction activities may include but not be limited to the demolition, excavation, cut-and-cover trenching, and disposal of excess soils/materials. The hours of construction would be stipulated by the Department of Building Inspection, and the contractor would need to comply with the San Francisco Noise Ordinance, which permits construction activities seven days a week, between 7:00 a.m. and 8:00 p.m.

The construction contractor would be required to meet the City of San Francisco's Regulations for

Working in San Francisco Streets (the “Blue Book”). Construction activities may require temporary travel lane closures, which would be coordinated with the City in order to minimize the impacts on local traffic. Because there is no Muni bus service along the project site frontage, the project construction would not cause any potential effects to nearby transit operations. Prior to construction, the project contractor would coordinate with Muni’s Street Operations and Special Events Office to coordinate construction activities. Any temporary sidewalk and/or travel lane closures would be coordinated with the City in order to minimize the impacts on traffic. In general, lane and sidewalk closures are subject to review and approval by the SFMTA’s TASC for permanent closures, and the Interdepartmental Staff Committee on Traffic and Transportation (ISCOTT) for temporary closures. Both TASC and ISCOTT are interdepartmental committees that include representatives from the Public Works, SFMTA, Police Department, Fire Department, and the Planning Department. Coordination with Muni’s Street Operations and Special Events Office, ISCOTT and TASC would minimize any construction-related impacts associated with the Proposed Project. Therefore, construction impacts would be ***less than significant***.

### **5.2.10 Parking**

The Proposed Project would not be required to provide any off-street parking spaces per *San Francisco Planning Code section 151.1*. Therefore, the Proposed Project would be in compliance with the *Planning Code*. (**Appendix G** includes the Planning Code Compliance Checklist.)

## **5.3 700 Montgomery Street**

AAU used approximately 8,159 square feet of office space until January 2017. AAU has since vacated its space, and the building is currently leased to a law firm and a café. The certified EIR analyzed AAU’s proposed conversion and occupation of the entire project site totaling 11,455 square feet of AAU institutional use. However, as part of the Proposed Project, AAU would not occupy any portion of the project site. Future use of this site is unknown at this time.

Since AAU would not occupy any portion of the project site, AAU would reduce vehicular, transit, shuttle, pedestrian, bicycle, truck trips to or from this project site (see **Tables 15 and 16**). Therefore, there would be ***no impacts*** related to VMT, transit, shuttle, pedestrians, bicycles, loading, traffic hazards, emergency vehicle access, construction, and parking. Transportation impacts shall be analyzed once future use for this project site is identified.

## **5.4 2295 Taylor Street**

AAU currently has approximately 20,000 square feet of institutional space comprising of classrooms, studios/labs, offices, and gallery uses. As part of the Proposed Project, AAU would vacate its existing use of this site. Future use of this site is unknown at this time.

Since AAU would not occupy any portion of the project site, AAU would reduce vehicular, transit, shuttle, pedestrian, bicycle, truck trips to or from this project site (see **Tables 15 and 16**). Therefore, there would be ***no impacts*** related to VMT, transit, shuttle, pedestrians, bicycles, loading, traffic

hazards, emergency vehicle access, construction, and parking. Transportation impacts shall be analyzed once future use for this project site is identified.

### **5.5 2340 Stockton Street**

AAU currently has approximately 44,530 square feet of institutional space comprising of classrooms, studios/labs, offices, gallery and darkroom uses. As part of the Proposed Project, AAU would vacate its existing use of this site. Future use of this site is unknown at this time.

Since AAU would not occupy any portion of the project site, AAU would reduce vehicular, transit, shuttle, pedestrian, bicycle, truck trips to or from this project site (see **Tables 15 and 16**). Therefore, there would be **no impacts** related to VMT, transit, shuttle, pedestrians, bicycles, loading, traffic hazards, emergency vehicle access, construction, and parking. Transportation impacts shall be analyzed once future use for this project site is identified.

### **5.6 2801 Leavenworth Street**

AAU currently uses a portion of the building (80,908 square feet) for office, gallery and multi-use/event space. Other tenants include a mix of office, retail, commercial, and restaurant uses. The certified EIR analyzed the conversion and occupation of the entire site totaling 133,675 square feet of AAU institutional use. However, as part of the Proposed Project, AAU would modify its application to retain retail or other active uses on the ground floor that are physically accessible to members of the public during the normal retail hours of operation customary in the area. AAU may have galleries on the ground floor and limit other uses to the mezzanine, second and third floors of the building.

Since AAU would reduce its footprint on 2801 Leavenworth Street by modifying its application, compared to the certified EIR, AAU would reduce vehicular, transit, shuttle, pedestrian, bicycle, truck trips to or from this project site (see **Tables 15 and 16**). Therefore, there would be **no impacts** related to VMT, transit, shuttle, pedestrians, bicycles, loading, traffic hazards, emergency vehicle access, construction, and parking. Transportation impacts shall be analyzed once future use for this project site is identified.

### **5.7 1142 Van Ness Avenue (aka the “Concordia Club”)**

AAU currently uses the building for occasional special events since its acquisition in 2014. As part of the Proposed Project, AAU would provide 2,475 square feet of institutional use on this site. No tenant improvements are proposed for the change of use, as the current configuration supports educational, office, and as needed event hosting space. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) to serve the project site. AAU would add a new shuttle stop for this project site using the existing white passenger loading zone in front of the project site on Van Ness Avenue. As presented in **Table 15** above, the 1142 Van Ness Avenue site would generate a net increase in 39 vehicle trips, 121 transit trips, 32 shuttle person-trips, seven bicycle trips and 34 walk trips.

### 5.7.1 VMT

The 1142 Van Ness Avenue site is located in TAZ 699. The VMT analysis for the 1142 Van Ness Avenue site follows the same procedures and analysis thresholds outlined under *Section 5.1.1*. Regional average daily work-related VMT is 16.2 per capita for office development. **Table 18** includes the transportation analysis zone (TAZ) in which the project site is located, 699.

**Table 18 – Daily Vehicle Miles Traveled (Existing Condition)**

Land Use	Bay Area		TAZ 699
	Regional Average	Regional Average Minus 15%	
Office	16.2	13.8	7.2

SOURCE: San Francisco Transportation Information Map (SF TIM), accessed online February 2018

As shown in **Table 18** above, existing average daily VMT per capita for residential uses in TAZ 699 is 7.2 miles. This is approximately 56 percent below the existing regional average daily VMT per capita of 16.2 miles. Given that the project site is located in an area where existing VMT is more than 15 percent below the existing regional average, the Proposed Project would not result in substantial additional VMT and impacts would be *less than significant*.

### 5.7.2 Transit

The Proposed Project would generate 121 additional transit trips (approximately 45 in and 76 out) during the PM peak hour at 1142 Van Ness Avenue. Nearby Muni bus routes include 2-Clement, 3-Jackson, 19-Polk, 38-Geary, 38R-Geary Rapid, 47-Van Ness, and 49-Van Ness-Mission. All these lines currently operate below the SFMTA's performance standard of 85 percent capacity utilization during the PM peak hour, except for 38R-Geary Rapid which operates at 90 percent of its capacity. While the Proposed Project would generate a total of 121 additional transit trips, only 45 of these trips would occur in the inbound direction and contribute to the capacity utilization in the peak direction during the PM peak hour. These 45 transit trips would be dispersed throughout multiple Muni bus lines in the vicinity of the project site. Therefore, the increased transit demand would not be a substantial contribution to the existing transit service in the area.

The Proposed Project would generate 39 additional vehicle trips to adjacent streets during the PM peak hour. Since the project site does not provide any off-street parking space, it is reasonable to assume that these vehicle trips would be spread onto nearby streets. Based on the level and likely distribution of the additional vehicle traffic, the Proposed Project would not cause substantial increase in transit delays or operating costs. AAU would add a new shuttle stop for this project site using the existing white passenger loading zone in front of the project site on Van Ness Avenue. Based on the location of the shuttle zone in front of the building, AAU shuttle service to the project site would not substantially conflict with the operation of transit vehicles on Van Ness Avenue. Therefore, transit impacts would be *less than significant*.

### 5.7.3 Shuttle

The Proposed Project would generate approximately 32 shuttle riders during the PM peak hour. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) to serve the increased demand. In the spring semester of 2017, Route M operated every 20 minutes and traveled along portions of Polk Street, Van Ness Avenue, Laguna Street, Lombard Street, Broadway, Sacramento Street, Bush Street, Sutter Street, and Post Street, connecting students on Lombard Street, Van Ness Avenue, and Octavia Street to and from the AAU facilities located along Sutter Street. As part of the Proposed Project, AAU would modify Route M to add two new shuttle stops including the project site (i.e., 1142 Van Ness Avenue) and 2151 Van Ness Avenue. **Appendix D** includes the existing and proposed shuttle maps.

In the spring semester of 2010, when capacity utilization data was collected, this route operated at 44 percent of the total seated capacity (i.e., 65 seats) at the maximum load point during the PM peak hour.<sup>25</sup> The shuttle frequency of Route M has since increased from 50-minute headway to 20-minute headway, increasing its peak hour capacity to an estimated 162 seats (=65 seats\*50-minute headway/20-minute headway). Based on the increased capacity in 2017, the estimated shuttle demand of 32 shuttle riders would be accommodated with the existing shuttle route M.

AAU would add a new shuttle stop for this project site using the existing white passenger loading zone in front of the project site on Van Ness Avenue. Shuttle buses are expected to fully pull into the designated shuttle bus zone without substantial conflicts with Muni transit vehicles. Van Ness Avenue is not a designated bicycle route. Therefore, the AAU shuttle stop would not directly conflict with bicycle traffic. Therefore, shuttle impacts would be *less than significant*.

### 5.7.4 Pedestrians

Pedestrian trips generated by the Proposed Project would include walk trips to and from transit stops, as well as nearby businesses and commercial uses. Overall, the Proposed Project would add up to 155 pedestrian trips during the PM peak hour including 121 transit-access trips and 34 walk trips. These additional pedestrian trips would be spread onto surrounding sidewalks and are not anticipated to cause a substantial overcrowding on public sidewalks.

In the vicinity of the project site, Van Ness Avenue, Polk Street, Post Street, Geary Street, and O'Farrell Street are High Injury corridors in the *City's Vision Zero* network. The 39 additional vehicle trips generated by the Proposed Project would spread onto multiple streets, and the level of traffic added onto these streets would not exacerbate an existing hazard for pedestrians. The Proposed Project would not include any hazardous design features or result in unusual pedestrian conflict points.

Students traveling to the nearest Muni bus stop would travel along the existing sidewalks on Van Ness Avenue. Adjacent to the project site, the intersection of Van Ness Avenue and Post Street is controlled by traffic signals that include pedestrian crossing signal heads and have crosswalk markings with

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<sup>25</sup> Academy of Art University Project EIR, 2016



American Disability Act-compliant curbed ramps at all four corners of the intersections.<sup>26</sup> The Proposed Project would not create barriers that could adversely affect pedestrian accessibility to the project site or adjoining areas. Therefore, pedestrian impacts would be ***less than significant***.

### 5.7.5 Bicycles

The Proposed Project would generate seven additional bicycle trips and 39 additional vehicle trips during the PM peak hour at 1142 Van Ness Avenue. Although the Proposed Project would result in an increase in both vehicle and bicycle trips in the vicinity of the project site, this increase would not be substantial enough to cause potential conflicts between bicycles and vehicles. The Proposed Project would not have any vehicle ingress/egress driveway and would not cause new collision risks with bicyclists.

The Proposed Project would be required to provide two *class 1* and five *class 2* bicycle parking spaces per *San Francisco Planning Code section 155.2*. **Appendix G** includes Planning Code Compliance Checklist. While the number of proposed bicycle parking spaces and their location(s) are unknown at this time, it is anticipated that bicyclists would use the pedestrian entry on Van Ness Avenue to access bicycle parking spaces. The Proposed Project would not include any design elements that could adversely affect bicycle accessibility to the project site or adjoining areas. Therefore, bicycle impacts would be ***less than significant***.

### 5.7.6 Loading

The Proposed Project would generate a total of five daily truck trips, which corresponds to a demand for up to one space during the average loading hour or the peak loading hour (see **Table 16**). The project site does not have any off-street loading onsite. However, commercial deliveries to the site could temporarily utilize the existing 45-foot-long white passenger loading spaces in front of the project site or on-street parking spaces on Van Ness Avenue. Therefore, loading impacts would be ***less than significant***.

The Proposed Project is not required to provide any off-street freight loading spaces per *San Francisco Planning Code section 152.1*. Therefore, the Proposed Project would be in compliance with the *Planning Code*. **Appendix G** includes Planning Code Compliance Checklist.

### 5.7.7 Traffic Hazards

The project site would not have any vehicle ingress/egress driveway and would not cause major vehicle conflicts. The Proposed Project would not include any design elements that would create new collision risks through inadequate sight distance or substantial conflicts to vehicles. Therefore, traffic impacts would be ***less than significant***.

### 5.7.8 Emergency Vehicle Access

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<sup>26</sup> The southwest corner of the intersection is currently blocked due to the construction of California Pacific Medical Campus.



The street network serving the project site currently accommodates the movements of emergency vehicles that travel to the project site. In the event of an emergency, vehicles would access the project site from Van Ness Avenue immediately adjacent to the site in the same way as under the existing condition. Furthermore, although the Proposed Project would generate additional traffic in the area, such an increase in vehicles would be a less than two percent increase (i.e., 39 vehicle trips over 1,960 existing vehicle trips on Van Ness Avenue during the PM peak hour) over the existing traffic volumes along Van Ness Avenue and would not impede or hinder the movement of emergency vehicles in the project area, for example from the nearest fire stations (i.e., Fire Department Fire Station No. 3 at 1067 Post Street). Therefore, emergency vehicle access impacts would be ***less than significant***.

### **5.7.9 Construction**

Detailed plans for project construction activities are not available at this time, but because the Proposed Project would involve the reuse of an existing building, the majority of construction activities would be internal to the building, with minimal construction-related activities to the exterior of the building or other portions of the project site. Because the Proposed Project would not involve demolition or grading, it is unlikely that the project would generate a substantial amount of haul trucks, which are commonly used for import of fill materials/equipment and export of spoils.

Construction contractor(s) would be required to coordinate with TASC and other agencies (as appropriate) and prepare a Construction Management Plan, which would address issues of circulation (traffic, pedestrians, and bicycle), safety, parking and other project construction in the area. Therefore, construction impacts would be ***less than significant***.

### **5.7.10 Parking**

The Proposed Project would not include any off-street parking spaces. The Proposed Project is not required to provide any off-street parking space per *San Francisco Planning Code section 151.1*. Therefore, the Proposed Project would be in compliance with the *Planning Code*. **Appendix G** includes Planning Code Compliance Checklist.

## **5.8 1946 Van Ness Avenue (aka the “Bakery”)**

The project site has been vacant since 2012. As part of the Proposed Project, AAU would provide 25,839 square feet of institutional use on this site. The conversion for institutional use would require minor modifications to the base building core and shell to bring the building into compliance with current life safety codes. The conversion would be limited to open flexible space for the school’s use. Future interior improvements for specific industrial design programs would be completed at a later date once the defined school program use is determined by AAU. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) and a nearby stop at 1849 Van Ness Avenue (located approximately 300 feet south of the project site across Van Ness Avenue) to serve the project site. As presented in **Table 15** above, the 1946 Van Ness Avenue site would generate a net increase in 19 vehicle trips, 60 transit trips, 16 shuttle person-trips, three bicycle trips and 17 pedestrian trips.

### 5.8.1 VMT

The 1946 Van Ness Avenue site is located in TAZ 343. The VMT analysis for the 1946 Van Ness Avenue site follows the same procedures and analysis thresholds outlined under *Section 5.1.1*. Regional average daily work-related VMT is 16.2 per capita for office development. **Table 18** includes the transportation analysis zone (TAZ) in which the project site is located, 343.

**Table 19 – Daily Vehicle Miles Traveled (Existing Condition)**

Land Use	Bay Area		TAZ 343
	Regional Average	Regional Average Minus 15%	
Office	16.2	13.8	8.0

SOURCE: San Francisco Transportation Information Map (SF TIM), accessed online February 2018

As shown in **Table 18** above, existing average daily VMT per capita for residential uses in TAZ 343 is 8.0 miles. This is approximately 51 percent below the existing regional average daily VMT per capita of 16.2 miles. Given that the project site is located in an area where existing VMT is more than 15 percent below the existing regional average, the Proposed Project would not result in substantial additional VMT and impacts would be *less than significant*.

### 5.8.2 Transit

The Proposed Project would generate 60 additional transit trips (approximately 22 in and 38 out) during the PM peak hour at 1946 Van Ness Avenue. These trips would be dispersed throughout the transit network in the project vicinity using nearby Muni bus lines to reach their destinations or to access regional transit providers such as BART, Caltrain, SamTrans, AC Transit and Golden Gate Transit, as needed. Nearby Muni bus routes 10-Townsend, 12-Folsom/Pacific, 19-Polk, 27-Bryant, 47-Van Ness, and 49-Van Ness-Mission currently operate at 71 percent, 57 percent, 66 percent, 46 percent, 58 percent, and 47 percent of their capacity, respectively, during the PM peak hour. The 60 PM peak hour transit trips are not anticipated to cause a substantial increase in transit demand that could not be accommodated by adjacent transit capacity or exceed the SFMTA's performance standard of 85 percent capacity utilization during the PM peak hour.

The Proposed Project would generate 19 additional vehicle trips to adjacent streets during the PM peak hour. Since the project site does not provide any off-street parking space, it is reasonable to assume that these vehicle trips would be spread onto nearby streets. Based on the level and likely distribution of the additional vehicle traffic, the Proposed Project would not cause substantial increase in transit delays or operating costs. AAU would not add a new shuttle stop for this project site, and instead utilize the existing shuttle service on Van Ness Avenue (route M) and a nearby stop at 1849 Van Ness Avenue (located approximately 300 feet south of the project site across Van Ness Avenue) to serve the project site. Since there would be no new shuttle stop, the Proposed Project would not cause a substantial conflict with the operation of transit vehicles on Van Ness Avenue. Therefore, transit impacts would be *less than significant*.

### 5.8.3 Shuttle

The Proposed Project would generate approximately 32 shuttle riders during the PM peak hour. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) to serve the increased demand. In the spring semester of 2017, Route M operated every 20 minutes and traveled along portions of Polk Street, Van Ness Avenue, Laguna Street, Lombard Street, Broadway, Sacramento Street, Bush Street, Sutter Street, and Post Street, connecting students on Lombard Street, Van Ness Avenue, and Octavia Street to and from the AAU facilities located along Sutter Street. As part of the Proposed Project, AAU would modify Route M to add two new shuttle stops at 1142 Van Ness Avenue and 2151 Van Ness Avenue. **Appendix D** includes the existing and proposed shuttle maps.

In the spring semester of 2010, when capacity utilization data was collected, this route operated at 44 percent of the total seated capacity (i.e., 65 seats) at the maximum load point during the PM peak hour.<sup>27</sup> The shuttle frequency of Route M has since increased from 50-minute headway to 20-minute headway, increasing its peak hour capacity to an estimated 162 seats (=65 seats\*50-minute headway/20-minute headway). Based on the increased capacity in 2017, the estimated shuttle demand of 16 shuttle riders would be accommodated with the existing shuttle route M.

AAU would not add any new shuttle stop for this project site, and instead utilize a nearby shuttle stop in front of 1849 Van Ness Avenue (located approximately 300 feet south of the project site across Van Ness Avenue) to serve the estimated shuttle demand. Therefore, shuttle impacts would be ***less than significant***.

### 5.8.4 Pedestrians

Pedestrian trips generated by the Proposed Project would include walk trips to and from transit stops, shuttle stops as well as nearby businesses and commercial uses. Overall, the Proposed Project would add up to 92 pedestrian trips during the PM peak hour including 60 transit-access trips, 15 shuttle-access trips, and 17 walk trips. These additional pedestrian trips would be spread onto surrounding sidewalks and are not anticipated to cause a substantial overcrowding on public sidewalks.

In the vicinity of the project site, Van Ness Avenue and Polk Street are High Injury corridors in the *City's Vision Zero* network. The 19 additional vehicle trips generated by the Proposed Project would spread onto multiple streets, and the level of traffic added onto these streets would not exacerbate an existing hazard for pedestrians. The Proposed Project would not include any hazardous design features or result in unusual pedestrian conflict points.

Students traveling to the nearest Muni bus stop as well as the shuttle stop at 1849 Van Ness Avenue would likely to cross Van Ness Avenue and travel along the existing sidewalks on Van Ness Avenue. Adjacent to the project site, the intersection of Van Ness Avenue and Post Street is controlled by traffic signals that include pedestrian crossing signal heads and have crosswalk markings with American

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<sup>27</sup> Academy of Art University Project EIR, 2016

Disability Act-compliant curbed ramps at all four corners of the intersections.<sup>28</sup> The Proposed Project would not create barriers that could adversely affect pedestrian accessibility to the project site or adjoining areas. Therefore, pedestrian impacts would be ***less than significant***.

### 5.8.5 Bicycles

The Proposed Project would generate three additional bicycle trips and 19 additional vehicle trips during the PM peak hour at 1946 Van Ness Avenue. Although the Proposed Project would result in an increase in both vehicle and bicycle trips in the vicinity of the project site, this increase would not be substantial enough to cause potential conflicts between bicycles and vehicles. This site has two off-street loading docks with a door fronting the south side of Jefferson Street. Vehicle access to these loading docks is not located on a bicycle route and would not create new collision risks through inadequate sight distance or substantial conflicts to bicyclists.

The Proposed Project would be required to provide one *class 1* and two *class 2* bicycle parking spaces per *San Francisco Planning Code section 155.2*. (**Appendix G** includes the Planning Code Compliance Checklist.) While the number of proposed bicycle parking spaces and their location(s) are unknown at this time, it is anticipated that bicyclists would use the pedestrian entry on Van Ness Avenue to access bicycle parking spaces. The Proposed Project would not include any design elements that could adversely affect bicycle accessibility to the project site or adjoining areas. Therefore, bicycle impacts would be ***less than significant***.

### 5.8.6 Loading

The Proposed Project would generate a total of three daily truck trips, which corresponds to a demand for up to one space during the average loading hour or the peak loading hour (see **Table 16**). The project site has two off-street loading docks with a door fronting the south side of Jefferson Street. In addition, there is one on-street freight loading space located on the east side of Van Ness Avenue, adjacent to the project site. These spaces can be potentially used to accommodate the project loading demand. Therefore, loading impacts would be ***less than significant***.

The Proposed Project is not required to provide any off-street freight loading spaces per *San Francisco Planning Code section 152.1*. Therefore, the Proposed Project would be in compliance with the *Planning Code*. **Appendix G** includes Planning Code Compliance Checklist.

### 5.8.7 Traffic Hazards

The project site would have two vehicle ingress/egress driveways on Jackson Street for access to the loading docks. Jackson Street carries approximately 320 vehicles during the PM peak hour. Vehicles attempting to enter the loading docks (three daily truck trips) would be required to stop for a gap in traffic along Jackson Street prior to entering the loading docks, if approaching from the westbound

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<sup>28</sup> The southwest corner of the intersection is currently blocked due to the construction of California Pacific Medical Campus, but it is expected that the curb ramps would be restored after the construction.

direction. Because the level of the existing traffic on Jackson Street is low, no extended queues are expected to occur and potential conflicts between the truck trips and the existing traffic on Jackson Street would be low. Trucks exiting the loading docks would yield to any vehicles traveling along the Jackson Street, and would not cause adverse traffic impacts related to safety. The Proposed Project would not include any design elements that would create new collision risks through inadequate sight distance or substantial conflicts to vehicles. Therefore, traffic impacts would be *less than significant*.

### 5.8.8 Emergency Vehicle Access

The street network serving the project site currently accommodates the movements of emergency vehicles that travel to the project site. In the event of an emergency, vehicles would access the project site from Van Ness Avenue or Jackson Street immediately adjacent to the site in the same way as under the existing condition. Furthermore, although the Proposed Project would generate additional traffic in the area, such an increase in vehicles would be an one percent increase (i.e., 19 vehicle trips over 1,830 existing vehicle trips on Van Ness Avenue during the PM peak hour) over the existing traffic volumes along Van Ness Avenue and would not impede or hinder the movement of emergency vehicles in the project area, for example from the nearest fire stations (i.e., Fire Department Fire Station No. 41 at 1325 Leavenworth Street). Therefore, emergency vehicle access impacts would be *less than significant*.

### 5.8.9 Construction

Detailed plans for project construction activities are not available at this time, but because the Proposed Project would involve the reuse of an existing building, the majority of construction activities would be internal to the building, with minimal construction-related activities to the exterior of the building or other portions of the project site. Because the Proposed Project would not involve demolition or grading, it is unlikely that the project would generate a substantial amount of haul trucks, which are commonly used for import of fill materials/equipment and export of spoils.

Construction contractor(s) would be required to coordinate with TASC and other agencies (as appropriate) and prepare a Construction Management Plan, which would address issues of circulation (traffic, pedestrians, and bicycle), safety, parking and other project construction in the area. Therefore, construction impacts would be *less than significant*.

### 5.8.10 Parking

The Proposed Project would not include any off-street parking spaces. The Proposed Project is not required to provide any off-street parking space per *San Francisco Planning Code section 151.1*. Therefore, the Proposed Project would be in compliance with the *Planning Code*. **Appendix G** includes Planning Code Compliance Checklist.

## 5.9 2550 Van Ness Avenue (aka the “Da Vinci Hotel”)

AAU currently uses the building as a tourist hotel/motel. The 2550 Van Ness Avenue site is located within Study Area 2 of certified EIR, which analyzed programmatic growth of up to 200 residential rooms in Study Area 2. As part of the Proposed Project, AAU would use this property to provide 136 residential

units with 272 beds of student housing. Any beds not used for student housing would be retained for tourist hotel use. The conversion for student housing use would require limited improvements. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) and a nearby shuttle stop at 2151 Van Ness Avenue (located approximately ¼ mile south of the project site across Van Ness Avenue) to serve the project site. As presented in **Table 15** above, the 2550 Van Ness Avenue site would cause a net decrease in 17 vehicle trips, but an increase in eight transit trips, 91 shuttle person-trips, six bike trips and 54 pedestrian trips.

### 5.9.1 VMT

The 2550 Van Ness Avenue site is located in TAZ 367. The VMT analysis for the 2550 Van Ness Avenue site follows the same procedures and analysis thresholds outlined under *Section 5.1.1*. Regional average daily work-related VMT is 16.2 per capita for office development. **Table 18** includes the transportation analysis zone (TAZ) in which the project site is located, 367.

**Table 20 – Daily Vehicle Miles Traveled (Existing Condition)**

Land Use	Bay Area		TAZ 367
	Regional Average	Regional Average Minus 15%	
Office	16.2	13.8	9.1

SOURCE: San Francisco Transportation Information Map (SF TIM), accessed online February 2018

As shown in **Table 18** above, existing average daily VMT per capita for residential uses in TAZ 367 is 9.1 miles. This is approximately 44 percent below the existing regional average daily VMT per capita of 16.2 miles. Given that the project site is located in an area where existing VMT is more than 15 percent below the existing regional average, the Proposed Project would not result in substantial additional VMT and impacts would be *less than significant*.

### 5.9.2 Transit

The Proposed Project would generate eight additional transit trips (approximately 4 in and 4 out) during the PM peak hour at 2250 Van Ness Avenue. Nearby Muni bus routes include 19-Polk, 41-Union, 45-Union/Stockton, 47-Van Ness, and 49-Van Ness-Mission. All these lines currently operate below the SFMTA's performance standard of 85 percent capacity utilization during the PM peak hour, except for 41-Union which operates at 90 percent of its capacity. While the Proposed Project would generate a total of eight additional transit trips, only four of these trips would occur in the inbound direction and contribute to the capacity utilization in the peak direction during the PM peak hour. These four transit trips would be dispersed throughout multiple Muni bus lines in the vicinity of the project site. Therefore, the increased transit demand would not be a substantial contribution to the existing transit service in the area.

The Proposed Project would cause a reduction in 17 vehicle trips to adjacent streets during the PM peak hour. Therefore, the Proposed Project would not cause substantial increase in transit delays or operating costs. AAU would not add a new shuttle stop for this project site, and instead utilize the

existing shuttle service on Van Ness Avenue (route M) and a nearby shuttle stop at 2151 Van Ness Avenue (located approximately ¼ mile south of the project site across Van Ness Avenue) to serve the project site. Since there would be no new shuttle stop, the Proposed Project would not cause a substantial conflict with the operation of transit vehicles on Van Ness Avenue. Therefore, transit impacts would be *less than significant*.

### 5.9.3 Shuttle

The Proposed Project would generate approximately 91 shuttle riders during the PM peak hour. AAU would utilize the existing shuttle service on Van Ness Avenue (route M) to serve the increased demand. In the spring semester of 2017, Route M operated every 20 minutes and traveled along portions of Polk Street, Van Ness Avenue, Laguna Street, Lombard Street, Broadway, Sacramento Street, Bush Street, Sutter Street, and Post Street, connecting students on Lombard Street, Van Ness Avenue, and Octavia Street to and from the AAU facilities located along Sutter Street. As part of the Proposed Project, AAU would modify Route M to add two new shuttle stops at 1142 Van Ness Avenue and 2151 Van Ness Avenue. **Appendix D** includes the existing and proposed shuttle maps.

In the spring semester of 2010, when capacity utilization data was collected, this route operated at 44 percent of the total seated capacity (i.e., 65 seats) at the maximum load point during the PM peak hour.<sup>29</sup> The shuttle frequency of Route M has since increased from 50-minute headway to 20-minute headway, increasing its peak hour capacity to an estimated 162 seats (=65 seats\*50-minute headway/20-minute headway). Based on the increased capacity in 2017, the estimated shuttle demand of 91 shuttle riders would be accommodated with the existing shuttle route M.

AAU would not add any new shuttle stop for this project site, and instead utilize a nearby shuttle stop in front of 1604 Broadway (located approximately 0.2 mile south of the project site across Van Ness Avenue) to serve the estimated shuttle demand. Therefore, shuttle impacts would be *less than significant*.

### 5.9.4 Pedestrians

Pedestrian trips generated by the Proposed Project would include walk trips to and from transit stops, shuttle stops as well as nearby businesses and commercial uses. Overall, the Proposed Project would add up to 153 pedestrian trips during the PM peak hour including eight transit-access trips, 91 shuttle-access trips, and 54 walk trips. These additional pedestrian trips would be spread onto surrounding sidewalks and are not anticipated to cause a substantial overcrowding on public sidewalks.

In the vicinity of the project site, Van Ness Avenue and Polk Street are High Injury corridors in the *City's Vision Zero* network. The Proposed Project would cause a net reduction in 16 vehicle trips and reduce existing hazard for pedestrians. The Proposed Project would not include any hazardous design features or result in unusual pedestrian conflict points.

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<sup>29</sup> Academy of Art University Project EIR, 2016





Students traveling to the nearest Muni bus stop as well as the shuttle stop at 2151 Van Ness Avenue would likely to cross Van Ness Avenue and travel along the existing sidewalks on Van Ness Avenue. Adjacent to the project site, the intersection of Van Ness Avenue and Filbert Street is controlled by traffic signals and have crosswalk markings with American Disability Act-compliant curbed ramps at all four corners of the intersections.<sup>30</sup> The Proposed Project would not create barriers that could adversely affect pedestrian accessibility to the project site or adjoining areas. Therefore, pedestrian impacts would be *less than significant*.

### 5.9.5 Bicycles

The Proposed Project would generate six additional bicycle trips and 17 additional vehicle trips during the PM peak hour at 1946 Van Ness Avenue. Although the Proposed Project would result in an increase in both vehicle and bicycle trips in the vicinity of the project site, this increase would not be substantial enough to cause potential conflicts between bicycles and vehicles. This site has two off-street loading docks with a door fronting the south side of Jefferson Street. Vehicle access to these loading docks is not located on a bicycle route and would not create new collision risks through inadequate sight distance or substantial conflicts to bicyclists.

The Proposed Project would be required to provide 89 *class 1* and six *class 2* bicycle parking spaces per *San Francisco Planning Code section 155.2*. **Appendix G** includes Planning Code Compliance Checklist. There are currently only four Class 1 bicycle parking spaces provided on site near the loading area on Filbert Street. While the number of proposed bicycle parking spaces and their location(s) are unknown at this time, it is anticipated that bicyclists would use the secondary pedestrian entry on Filbert Street to access bicycle parking spaces. The Proposed Project would not include any design elements that could adversely affect bicycle accessibility to the project site or adjoining areas. Therefore, bicycle impacts would be *less than significant*.

### 5.9.6 Loading

The Proposed Project would generate a total of two daily truck trips, which corresponds to a demand for up to one space during the average loading hour or the peak loading hour (see **Table 16**). The project site has three off-street loading areas, each of which are accessed through a separate gate on Filbert Street. Additionally, there are 60-foot-long on-street freight loading (yellow curb) spaces and 60-foot-long passenger loading (white curb) spaces on the east side of Van Ness Avenue adjacent to the project site. These spaces can be potentially used to accommodate the project loading demand. Therefore, loading impacts would be *less than significant*.

The Proposed Project is not required to provide any off-street freight loading spaces per *San Francisco Planning Code section 152.1*. Therefore, the Proposed Project would be in compliance with the *Planning Code*. **Appendix G** includes Planning Code Compliance Checklist.

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<sup>30</sup> The southwest corner of the intersection is currently blocked due to the construction of California Pacific Medical Campus, but it is expected that the curb ramps would be restored after the construction.



### 5.9.7 Traffic Hazards

The project site would have three vehicle ingress/egress driveways on Filbert Street for access to the loading areas. Filbert Street carries approximately 250 vehicles during the PM peak hour. Vehicles attempting to enter the loading areas (two daily truck trips) would be required to stop for a gap in traffic along Filbert Street prior to entering the loading areas, if approaching from the westbound direction. Because the level of the existing traffic on Filbert Street is low, no extended queues are expected to occur and potential conflicts between the truck trips and the existing traffic on Filbert Street would be low. Trucks exiting the loading areas would yield to any vehicles traveling along the Filbert Street, and would not cause adverse traffic impacts related to safety. The Proposed Project would not include any design elements that would create new collision risks through inadequate sight distance or substantial conflicts to vehicles. Therefore, traffic impacts would be *less than significant*.

### 5.9.8 Emergency Vehicle Access

The street network serving the project site currently accommodates the movements of emergency vehicles that travel to the project site. In the event of an emergency, vehicles would access the project site from Van Ness Avenue or Filbert Street immediately adjacent to the site in the same way as under the existing condition. Furthermore, the Proposed Project would cause a net reduction in 17 vehicle trips and would help the movement of emergency vehicles in the project area, for example from the nearest fire stations (i.e., Fire Department Fire Station No. 41 at 1325 Leavenworth Street). Therefore, emergency vehicle access impacts would be *less than significant*.

### 5.9.9 Construction

Detailed plans for project construction activities are not available at this time, but because the Proposed Project would involve the reuse of an existing building, the majority of construction activities would be internal to the building, with minimal construction-related activities to the exterior of the building or other portions of the project site. Because the Proposed Project would not involve demolition or grading, it is unlikely that the project would generate a substantial amount of haul trucks, which are commonly used for import of fill materials/equipment and export of spoils.

Construction contractor(s) would be required to coordinate with TASC and other agencies (as appropriate) and prepare a Construction Management Plan, which would address issues of circulation (traffic, pedestrians, and bicycle), safety, parking and other project construction in the area. Therefore, construction impacts would be *less than significant*.

### 5.9.10 Parking

The Proposed Project would provide 30 off-street parking spaces. The Proposed Project is permitted to provide up to 45 off-street parking space per *San Francisco Planning Code section 151.1*. Therefore, the Proposed Project would be in compliance with the *Planning Code*. **Appendix G** includes Planning Code Compliance Checklist.

### **5.10 2255 Jerrold Avenue**

The certified EIR analyzed that AAU would use portions of the site for vehicle and commercial storage, office space and AAU's recreational uses including a gym and basketball courts. The Proposed Project would remove its recreational uses and incorporate a community facility. For the purpose of this transportation memo, CHS compares the AAU's recreational uses with the proposed community facility.

Compared to the certified EIR, the 2255 Jerrold Avenue site would not cause any increase in vehicle trips including shuttle trips. The proposed project would increase other mode trips including nine transit trips, one bike trip, and 15 pedestrian trips during the PM peak hour. However, they are low volumes. There is no transit route operating along the project frontage, and the Proposed Project would not include any hazardous design features or barriers that could adversely affect pedestrian and bicycle accessibility to the project site or adjoining areas. The Proposed Project would also provide sufficient vehicle parking, bicycle parking and loading, and would be in compliance with *the Planning Code*. (**Appendix G** includes the Planning Code Compliance Checklist.) Therefore, there would be ***less-than-significant impacts*** related to VMT, transit, shuttle, pedestrians, bicycles, loading, traffic hazards, emergency vehicle access, construction, and parking.

## 5.11 Cumulative Impact Analysis

Several land use developments and transportation projects in the vicinity of the Proposed Project are in various stages of the planning process. These background projects include:

### Planned Land Use Developments

1238 Sutter Street project (2013.1238CND) would include the demolition of existing retail space and construction of a new 9-story, 86-foot-tall, 43,943 square-foot residential and commercial building with 37 dwelling units over one ground floor commercial lease space. This project is expected to generate an estimated 55 PM peak hour person-trips including 10 vehicle trips, 12 transit trips, 30 walking trips, and three trips by other means, which includes bicycles and motorcycles.

CPMC Hospital-Van Ness & Geary Campus project (2016-006465PRJ) is an approximate 1,163,800 square-foot, 15-story hospital providing 555 beds and 513 off-street parking spaces. The hospital's main vehicular access and passenger drop-off zone would be located on Level 2, in a vehicular drive-through-drop-off connecting Geary Boulevard with Post Street Secondary access and the emergency department drop-off is on Level 3, from Franklin Street. The project would result in an increase in 1024 PM peak hour person-trips including 305 vehicle trips, 275 transit trips, 54 walk trips, and 25 other trips according to the EIR.

719 Larkin Street project (2015-005329PRJ) would demolish the existing one-story over basement commercial building and construct a new mixed use 8-story building consisting of approximately 33,984 square feet of residential space to accommodate up to 42 dwelling units, and approximately 2,787 square feet of ground-floor commercial space. The project would potentially add 112 daily vehicle trips according to the Certificate of Determination Exemption from Environmental Review.

1001 Van Ness Avenue project (2016-010350PRJ) would demolish an existing 4-story commercial office building and construct a new 130-foot tall, 14-story mixed-use building consisting of approximately 5,100 square feet of retail/restaurant space on the ground floor, 239 dwelling units in the upper floors, 195 parking spaces, and 259 bicycle spaces. The project would potentially add at least 390 PM peak hour person trips based on its Preliminary Project Assessment.

1433 Bush Street project (2015-009279PRJ) would contain the demolition of the existing building and construction of an 11-story, 116-foot tall, 60,000-square foot mixed-use building including 50 dwelling units (30 two-bedroom units and 20 one-bedroom units) and 1,000-square feet of ground floor retail. The project would generate an estimated 83 person trips, consisting of 11 vehicle trips, 21 transit trips, 43 walk trips, and 5 trips by other modes during the PM peak hour.

1860 Van Ness Avenue project (2015-007256PRJ) would demolish a gas station and construct an 8-story 58,065-square foot residential mixed-use structure with a 1,625-square foot ground-floor retail unit, 35 dwelling units, and 35 parking spaces in two subsurface levels accessed from Washington Street.



1700 California Street project (2016-000375PRJ) would convert the existing ground floor garage space into 4 new dwelling units; merge 10 existing dwelling units on the 7th, 9th, and 10th floors into six units; demolish the existing one-story portion of the building at the northwest corner of the property currently used for parking, tenant storage and amenity space, to be used as the private rear yard open space serving the four new ground floor units; and convert below-grade parking to health services uses.

1463 Lombard Street project (2013.1022) would demolish the existing 2-unit residential structure, and construct a new 4-story mixed use building containing 13 dwelling units above a 595-square feet ground floor retail unit and parking garage. The project would generate an estimated 26 person trips, consisting of 9 vehicle trips, 8 transit trips, 3 walk trips, and 2 trips by other modes during the PM peak hour.

2601 Van Ness Avenue project (2018-000908PRJ) would construct a new, 9-story over 2 basement levels of parking mixed use residential building with 60 residential units, 35 parking spaces, and 595 square feet of commercial on the 1st floor. The project would generate an estimated 141 PM peak hour person-trips including 50 automobile trips, 28 transit trips, 27 walking trips, and 5 trips by other means.

### **Planned Transportation Network Changes**

Polk Streetscape Project is an effort to improve safety on Polk Street between Union and McAllister streets. This would include new street trees, eleven blocks of raise bike lanes, repaving, improved signal timing, 105 new pedestrian-scale streetlights, turning lanes for cars, 163 new curb ramps, high visibility crosswalks, eleven new sidewalk bulb-outs, pedestrian countdown signals, and three new bus bulb-outs. Construction is expected to stretch between September 2016 and September 2018.

Van Ness Bus Rapid Transit Project is a civic improvement effort by the SFMTA to upgrade transit service and public infrastructure and reduce traffic congestion along Van Ness Avenue. The improvement plan includes the Van Ness Bus Rapid Transit (BRT) Project, which would facilitate faster, more efficient and safer bus lines between Lombard and Mission streets. This project would create center-running transit-only lanes along Van Ness Avenue, signal prioritization for buses, all-door boarding, and elimination of most left turns. In addition to improved bus service, the project would also include a number of street improvements along the proposed route.

The BRT line would run past the Proposed Project sites (i.e., 1142 Van Ness Avenue, 1946 Van Ness Avenue, and 2550 Van Ness Avenue) with stops located at Geary-O'Farrell, Jackson, and Union Street on Van Ness Avenue. Construction is underway and is expected to be completed in 2019. As of June 2016, the SFMTA began consolidation of Van Ness Avenue bus stops for the 47-Van Ness, 49-Van Ness/Mission, and 90-San Bruno Owl lines. This means the SFMTA discontinued stops along Van Ness Avenue at Greenwich, Pacific, California, Pine, Post, Turk, and Grove Streets.<sup>31</sup>

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<sup>31</sup> San Francisco Municipal Transportation Agency, "Van Ness Bus Stops to be consolidated June 4," Text, *SFMTA*, (May 23, 2016), <https://www.sfmta.com/calendar/alerts/van-ness-bus-stops-be-consolidated-june-4>.

Bay Area Bike Share System was originally implemented as a two-year pilot program in San Francisco. There are currently 33 bike share station locations in San Francisco. There are no Bay Area Bike Share stations located in proximity of the project sites. Within the next two years, Bay Area Bike Share would expand from 700 bikes to 7,000 bikes in the Bay Area. At this point in time, there are no additional bikeshare stations planned or programmed in the project area.

San Francisco Bicycle Plan – The San Francisco Planning Commission certified the Environmental Impact Report (EIR) for the San Francisco Bicycle Plan on June 25, 2009, and the SFMTA voted to adopt the 2009 San Francisco Bicycle Plan. The Plan included “Near-Term Project 1-1”, which proposed providing Class II bicycle lanes along Broadway between Polk Street and Webster Street. It also included “Near-Term Project 1-2” to improve signage in the Broadway tunnel by adding electronic bicycle warning signs with lighted beacons. These improvement projects have yet to be implemented.

Muni Forward components include new routes and route extensions, more service on busy routes, and elimination or consolidation of certain routes or route segments with low ridership. Muni Forward includes Service Improvements, Service-Related Capital Improvements, and Transit Travel Time Reduction Proposals. SFMTA published a TEP Implementation Strategy (April 5, 2011) which initiated the environmental review process. The initial TEP recommendations were revised based on public feedback on the draft TEP environmental impact report (TEP EIR). The TEP EIR was certified on March 27, 2014, and the SFMTA Board of Directors approved most of the Service Improvements and portions of the Transit Travel Time Reduction Proposals on March 28, 2014.

The Muni Forward projects would be implemented based on funding and resource availability. The TEP Implementation Strategy anticipates that many of the improvements would be implemented sometime between Fiscal Year 2014 and Fiscal Year 2019, subject to funding sources and resource availability.<sup>32</sup>

Muni Forward proposed the following changes to transit lines within and in close proximity to the study area:

- 2-Clement route would be modified.
- 10-Townsend route would be modified, and have transit-only lane on Sansome Street. Additionally, its frequency in the AM, PM peaks, and midday would increase significantly.
- 12-Folsom Pacific would be discontinued.
- 19-Polk route would be modified.
- 38-Geary route would increase frequency during AM, PM peaks, and midday periods.
- 38-Geary Express routes would add a stop to improve transfer connection at Van Ness Avenue.
- 41-Union route would increase frequency during AM, PM peaks, and midday periods.

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<sup>32</sup> San Francisco Planning Department. 2014. TEP Final EIR, March 27, 2014, Available online at <http://tepeir.sfplanning.org>. Accessed July 14, 2014. Case No. 2011.0558E. The document and supporting information may also be viewed at the Planning Department, 1650 Mission Street, Suite 400, San Francisco, CA in case file 2011.0558E.

### 5.11.1 VMT

As with project-specific analysis of the Proposed Project's potential impacts to VMT, the cumulative VMT analysis relies upon future, population-based projections of VMT (to 2040). The 1055 Pine Street and 1069 Pine Street project sites are located in TAZ 332; the 1142 Van Ness Avenue site is located in TAZ 699; the 1946 Van Ness Avenue site is located in TAZ 343; the 2250 Van Ness Avenue site is located in TAZ 367. **Table 21** shows the projected 2040 average daily VMT per capita for respective uses at these TAZs in comparison to the regional average. The projected 2040 average daily VMTs for TAZs 332, 699, 343, and 367 are more than 15 percent below the projected 2040 regional daily VMT. Therefore, the Proposed Project, in combination with cumulative projects, would have *less-than-significant* cumulative VMT impacts.

**Table 21 – Daily Vehicle Miles Traveled (Year 2040 Condition)**

Land Use	Bay Area		TAZ
	Regional Average	Regional Average Minus 15%	
Residential	13.7	11.6	2.1 (TAZ 332)
			4.3 (TAZ 367)
Office	14.5	12.3	6.5 (TAZ 699)
			7.1 (TAZ 343)

SOURCE: San Francisco Transportation Information Map (SF TIM), accessed online February 2018

### 5.11.2 Transit

The Proposed Project would cause a net reduction in 31 transit trips from the ten project sites (see **Table 16**) and would not contribute to the overall transit demand. The Van Ness BRT Project, which is currently under construction and is projected to be completed in 2019, would improve bus service and include a number of street improvements along Van Ness Avenue. The BRT line would run past the project sites (1142 Van Ness Avenue, 1946 Van Ness Avenue, and 2550 Van Ness Avenue) and have stops at Geary-O'Farrell, Jackson, and Union Street on Van Ness Avenue. Approximately 189 transit trips generated from 1142 Van Ness Avenue, 1946 Van Ness Avenue, and 2550 Van Ness Avenue during the PM peak hour would generally disperse onto multiple transit routes in the area and would not cause overcrowding or substantial delays to the operation of the Van Ness BRT. As part of Muni Forward project, Muni routes 1, 10, 12, 19, 38, 41, 47, and 49 would undergo minor service changes as described above. The project would not generate a substantial demand to these routes or include a design feature that adversely affects the implementation of these service changes. Therefore, the Proposed Project, in combination with cumulative projects, would have *less-than-significant* cumulative transit impact.

### 5.11.3 Pedestrians and Bicycles

The Proposed Project would increase the number of pedestrians and bicyclists, but they would not contribute considerably to any cumulative pedestrian impacts. The Proposed Project would also add required *class 1* and *class 2* bicycle facilities onsite. While cumulative development projects are expected to increase trips to and from the surrounding areas, they would also include pedestrian and

bicycle improvements that align with City transportation goals to prioritize pedestrian, bicycle, and transit travel. Therefore, the Proposed Project, in combination with cumulative projects, would have ***less-than-significant*** cumulative pedestrian and bicycle impacts.

#### **5.11.4 Loading**

Loading impacts are by their nature localized and site-specific, and they would not contribute to impacts from other development projects near the project sites. The Proposed Project would either provide a sufficient number of off-street loading facilities or have available on-street loading zones which could accommodate the peak loading demand for each project site. Therefore, the Proposed Project, in combination with the cumulative projects, would result in ***less-than-significant*** cumulative loading impacts.

## Appendix A

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### Scope of Work



## **Academy of Art University Development Agreement Transportation Memorandum Scope of Work (Case No. 2008.0586DVA)**

CHS Consulting Group (CHS) is pleased to provide the following scope of work to prepare a transportation memorandum for the proposed changes to the Academy of Art University (AAU) Project (Case No. 2008.0586E) as part of the Development Agreement between the City of San Francisco and the AAU (Proposed Project). The following includes our understanding of the Proposed Project and San Francisco Planning Department requirements, our proposed work plan, and our schedule to perform each task described below.

### **Project Understanding**

The City of San Francisco certified an EIR for the AAU Project (Certified EIR) on July 2, 2016. The City and the AAU entered into a Term Sheet for Global Resolution on November 15, 2016. Pursuant to the Term Sheet, AAU filed an application for a Development Agreement on December 9, 2016, which will provide for certain changes to the AAU Project. The transportation memorandum will be prepared for an environmental evaluation of these changes (Proposed Project) in relation to the Certified EIR.

The Proposed Project includes the following changes from the project description in the Certified EIR:

- AAU will vacate its existing uses at five buildings including 1055 Pine Street (residential), 106 Pine Street (institutional), 700 Montgomery Street (institutional), 2295 Taylor Street (institutional), and 2340 Stockton Street (institutional).
- AAU will convert 1055 Pine Street to affordable housing leased to a third party non-profit operator. The one-story recreational building at 1069 Pine Street will be demolished, redeveloped and leased to a third party non-profit operator as new affordable housing combined with 1055 Pine Street with up to 160 dwelling units.
- AAU will relocate the displaced uses from 1055 and 1069 Pine Streets, 700 Montgomery Street, 2295 Taylor Street, and 2340 Stockton Street to properties located at 2550 Van Ness Avenue (residential), 1946 Van Ness Avenue (institutional), and 1142 Van Ness Avenue (institutional).
- AAU will modify the application for 2801 Leavenworth Street to retain retail or other active ground floor uses.<sup>1</sup>

Under the Proposed Project, AAU will increase the total square footage of its institutional use by 454 square feet and increase the number of residential units for students by 55 units (117 beds). Due to the recent trend in AAU's student enrollment and other various factors, for the purposes environmental

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<sup>1</sup> The Certified EIR analyzed the AAU's proposed use of 133,675 square feet of this site as post-secondary education institutional use to accommodate approximately 1,700 students and 18 faculty/staff per day. Pursuant to the Term Sheet, the AAU will modify the application for 2801 Leavenworth Street to retain retail or other active uses on the ground floor that are physically accessible to members of the public during the normal retail hours of operation customary in the neighborhood, which uses may include the AAU galleries, and limiting other uses to the mezzanine, second and third floors of the building.

review, the proposed project description now includes a reasonable growth rate of student population of approximately 3% per year through Year 2022 instead of 5% per year as analyzed in the Certified EIR.

**Table 1** presents a summary of proposed changes at each project site.

**Table 1 – Proposed Changes under Proposed Project**

Property	Size	Existing Use	Proposed Use
1069 Pine Street	1,875 sqf	Institutional	Third party will operate as affordable housing with 160 units
1055 Pine Street	81 units/155 beds	Residential	
700 Montgomery Street	11,455 sqf	Institutional	Unknown at this time
2295 Taylor Street	20,000 sqf	Institutional	Unknown at this time
2340 Stockton Street	44,530 sqf	Institutional	Unknown at this time
1946 Van Ness Avenue	25,839 sqf	Bakery	Institutional Use
1142 Van Ness Avenue	52,475 sqf	Concordia Club	Institutional Use
2550 Van Ness Avenue	136 units/272 beds	Da Vinci Hotel	Residential
AAU Use	Change in Size	Existing Total	Proposed Total
Institutional	+454 sqf	77,860 sqf	78,314 sqf
Residential	+55 units/117 beds	81 units/155 beds	136 units/272 beds

Notes: AAU use is shaded; sqf=square feet

The purpose of the transportation memorandum is to analyze the following:

- Determine the number of new persons (students, employees, etc.) associated with each project site;
- Assign person and vehicle trips to each project site;
- Determine the number of new Proposed Project-generated person trips, including new vehicle, transit, bicycle, and pedestrian trips to/from the project sites;
- Identify current and future travel patterns of -project-generated person trips;
- Characterize expected activities relative to Proposed Project land uses at the project sites;
- Discuss existing and future traffic/circulation, transit, shuttle, parking, loading, emergency vehicle access conditions in and around the project sites;
- Discuss construction activities and identify/address any potential temporary transportation impacts (including auto, transit, pedestrian, bicycle, and emergency access) associated with such activities;
- Examine the long-term, localized circulation effects related to the potential increase in travel demand to/from the project site; and

- Examine potential conflicts between different modes due to the Proposed Project, including auto, transit, pedestrian, and bicycle.

## **Proposed Work Plan**

The following outlines our proposed tasks to evaluate existing and planned activities at the project sites (i.e., 2550 Van Ness Avenue, 1946 Van Ness Avenue, and 1142 Van Ness Avenue), determine existing and future daily and peak-period travel demand associated with the Proposed Project during a typical weekday, estimate the net increase or decrease in the Vehicle Miles Traveled (VMT), assess potential transit and shuttle impacts, address localized circulation-related effects related to pedestrian and bicycle facilities in the vicinity of the project sites, and assess current and future parking and loading conditions at the project sites.

The tasks outlined below as well as the cost estimates associated with each task are subject to change based on any formal comments, edits, and requirements received from the San Francisco Planning Department.

### **Task 0 – Project Coordination and Scope Approval**

CHS will coordinate with City staff to develop and finalize the Transportation Memorandum scope of work. CHS anticipates participating in up to two (two) meetings (via conference call or in-person) with City staff or project team to prepare and finalize the scope of work. CHS will then submit a final copy of the scope of work to the City staff for approval.

### **Task 1 – Proposed Project and Study Area Description**

CHS will provide a detailed project description based on the most recent information received from the AAU. The project description will summarize the size and layout of eight project sites that are being either vacated from or relocated to under the Proposed Project. They include 1069 Pine Street, 1055 Pine Street, 700 Montgomery Street, 2297 Taylor Street, 2340 Stockton Street, 2550 Van Ness Avenue, 1946 Van Ness Avenue, and 1142 Van Ness Avenue. It will also include a description of the existing and proposed vehicle, pedestrian, and bicycle access to and from the project sites. The project description will be accompanied by figures of the existing and proposed project site plans and environs, including a dimensioned streetscape plan and street sections, if improvements are proposed.

CHS will also provide a code compliance table summarizing the number of vehicle parking, car-share parking, bicycle parking, and freight loading spaces, and pedestrian improvements required for each project site.

### **Task 2 – Data Collection**

Upon approval of the scope of work, CHS will schedule up to two site visits to all eight project sites with AAU and City staff, and collect the following additional data to describe the project sites and their environs:

Count Data: CHS will collect multimodal counts (vehicles, bicycles, and pedestrians) at the following intersections in the vicinity of the project sites for weekday AM and PM peak periods (7:00 - 9:00 AM and 4:00 - 6:00 PM):

- Van Ness Avenue/ Post Street
- Van Ness Avenue/ Geary Street
- Van Ness Avenue/ Jackson Street
- Van Ness Avenue/ Washington Street
- Van Ness Avenue/ Filbert Street
- Van Ness Avenue/ Union Street
- Pine Street/ Jones Street
- Bush Street/ Jones Street

This count data will be used to enhance the description of multimodal operations in the vicinity of the project site. CHS will use recent, existing available SFMTA multi-modal intersection counts where possible.

Transit: CHS will describe existing local and regional transit service and transit operations within a quarter mile of the project sites, as well as identify the nearest transit stop for each route. Transit data will include peak periods, headways, and service hours for inbound and outbound directions.

Pedestrian/Bicycle: CHS will conduct a qualitative assessment of pedestrian and bicycle conditions in the vicinity of the project site. Bicycle conditions will be described as they relate to the project site, including bicycle routes, existing bicycle parking, safety and right-of-way issues, conflicts with traffic, and grade changes. Pedestrian conditions will be described as they relate to safety and conflict issues at key crossing locations near the project sites, pedestrian routes between the project sites and adjacent transit stops, right-of-way conflicts, sidewalk widths, and compliance with Americans with Disabilities Act (ADA) requirements.

Loading/Parking: CHS will qualitatively field-evaluate existing loading and parking conditions in the vicinity of the project site.

Emergency Vehicles: CHS will identify the nearest fire stations, police stations, and hospitals that from each of the project sites, and will qualitatively discuss existing emergency vehicle access conditions to each project site.

### **Task 3 – Document Existing Condition**

Using the data collected in Task 2 to supplement any previously collected data, CHS will document existing vehicle, transit, pedestrian, bicycle, loading and parking conditions in the vicinity of the project sites, including:

- A base map for each project site and study areas describing the street designations, street names, and traffic flow directions, and existing passenger (white zone) and freight (yellow zone) loading.
- A map and qualitative discussion of transit services within each study area, including local and regional transit lines within a quarter mile of the project site.
- A map of existing and proposed shuttle service routes.
- A map and qualitative description of existing and proposed San Francisco bicycle routes within each study area.
- A qualitative description of pedestrian conditions within each study area, particularly in relation to safety and potential conflicts with motor vehicle movements, as well as likely walking routes to and from nearby transit stops.
- A qualitative discussion of existing traffic circulation within each study area during the weekday AM and PM peak periods (7:00 to 9:00 AM and 4:00 to 6:00 PM).
- A qualitative discussion of existing loading/parking conditions within each study area during the weekday AM and PM peak periods (7:00 to 9:00 AM and 4:00 to 6:00 PM).

#### Task 4 – Project Travel Demand

CHS will calculate person-trip and vehicle-trip travel demand for the three new AAU sites (i.e., 2250 Van Ness Avenue, 1946 Van Ness Avenue, and 1142 Van Ness Avenue), using the trip generation rates developed for each type of AAU use for the Certified EIR:

**Table 2 – Trip Generation Rates for AAU Uses at 2250, 1946, and 1142 Van Ness Avenue**

Land Use	Daily Person-Trip Rate	PM Peak Hour Person-Trip Rate	% Inbound	% Outbound
Residential (2250 Van Ness Ave)	3.76 trips/student or 6.77 trips/room	0.65 trips/student or 1.17 trips/room	45%	55%
Institutional (1142 and 1946 Van Ness Ave)	53.65 trips/ksf	4.56 trips/ksf	39%	61%

Source: AAU EIR, July 2016

Notes: ksf = 1000 square feet

CHS will also estimate the number of trips to and from new affordable housing developments at 1055 and 1069 Pine Streets, using the trip generation rates provided in the *San Francisco Transportation Impact Analysis Guidelines (SF Guidelines)* to estimate the number of trips being replaced by the Proposed Project:

**Table 3 – Trip Generation Rates for Future Uses at 1055 and 1069 Pine Street**

Land Use	Daily Person-Trip Rate	PM Peak Hour Person-Trip Rate
Affordable Housing (1055 and 1069 Pine Street)	10 trips/ unit	1.73 trips/unit

Source: Transportation Impact Analysis Guidelines for Environmental Review, City of San Francisco, October, 2002

Notes: ksf=1000 square feet

CHS will also present the number of trips being removed from the existing AAU sites that are being vacated under the Proposed Project (i.e., 1055 Pine Street, 1069 Pine Street, 700 Montgomery Street, 2295 Taylor Street, and 2340 Stockton Street), based on the AAU's Existing Sites Technical Memorandum.

CHS will apply trip credits for the existing uses at 2550 Van Ness Avenue (da Vinci Villa Hotel) and 1142 Van Ness Avenue (Concordia Club) based on trips recorded on video footages during the AM and PM peak hours on a weekday (Tuesday, Wednesday, or Thursday). CHS will not apply any trip credits for the property at 1946 Van Ness Avenue which has been vacant since 2012. CHS will use the *SF Guidelines* to estimate trip distribution of existing trips from 2550 Van Ness Avenue and 1142 Van Ness Avenue. CHS will use travel modes for the "Outside of Market Street Corridor" used in the Certified EIR to estimate the AAU-generated travel demand by mode:

**Table 4 – Modal Splits**

Mode	Drive	Carpool	Transit	Shuttle	Bike	Walk	Total
Residential Student	0%	0%	5%	57%	4%	34%	100%
Commuter Student	14%	6%	56%	11%	3%	10%	100%
Faculty and Staff	20%	4%	57%	1%	2%	16%	100%

Source: AAU EIR, July 2016

CHS will use the mode split assumptions for non-AAU uses based on the information provided in the *San Francisco Transportation Impact Analysis Guidelines*.

## Task 5 – Project Impact Analysis

CHS will assess the expected circulation conditions relative to the Proposed Project, including the Proposed Project's circulation effects on vehicle traffic, transit, shuttle, pedestrians, bicycles, parking, loading, and emergency vehicles. The temporary effects of Proposed Project construction on local circulation will also be assessed. CHS will assess circulation associated with the primary access design, including vehicle, pedestrian, and bicycle access points, as shown in to-date Planning Department submissions. Our methodology for assessing project transportation impacts is described below.

**Traffic:** CHS will assess vehicle access to and from the project sites. CHS will qualitatively discuss how the Proposed Project trips would affect surrounding traffic circulation conditions, examining potential vehicle conflicts or queuing issues.

**Vehicle Miles Traveled (VMT):** CHS will include VMT information provided on the Planning Department's Transportation Information Map (<http://54.83.57.240/tim/>) for the traffic analysis zones (TAZ) in which the project sites are located. This information includes daily vehicle miles traveled per capita for each land use and a comparison against the regional average minus 15%, which is the City's threshold of significance.

**Transit:** CHS will qualitatively discuss general transit operations and potential conflicts near the project sites and present findings on the potential effects of the Proposed Project on surrounding transit operations.

**Shuttle:** CHS will compare the new shuttle route plan under the Proposed Project and the latest shuttle ridership data to the projections included in the Certified EIR to identify whether the Proposed Project would result in an expansion of service. CHS will qualitatively discuss general shuttle operations and potential conflicts near the Proposed Project sites.

**Pedestrians/Bicycles:** CHS will qualitatively assess pedestrian and bicycle conditions in the vicinity of the project site and present findings on potential conflicts between project-generated vehicle traffic and pedestrian and bicycle circulation. CHS will also compare City of San Francisco Planning Code (“Planning Code”) requirements for Class I and Class II bicycle parking and related facilities to the Proposed Project supply. We will review the Proposed Project’s streetscape plan to ensure compliance with the Planning Code and Better Streets Plan guidelines. We will qualitatively discuss the adequacy of pedestrian and bicycle site access, as well as pedestrian and bicycle routes from the Proposed Project site to the closest transit stops for lines described in Task 3.

**Emergency Vehicle Access:** CHS will qualitatively discuss potential effects on emergency vehicle access to the project site due to the Proposed Project.

**Construction:** CHS will evaluate potential short-term construction effects that would be generated by the Proposed Project. Construction evaluation will qualitatively address the staging and duration of construction activity, differences in intensity between various stages of construction (in terms of construction workers and truck trips), anticipated truck routings, estimated daily truck volumes, street and/or sidewalk closures, impacts on Muni operations, and construction worker parking to the extent possible from available information provided by the Project Sponsor.

Construction may overlap with several development projects adjacent to the Proposed Project, as well as transportation projects including the Van Ness BRT Project. Therefore, it may require coordination with various agencies and organizations including SFMTA, SF Public Works, and Caltrans. CHS will evaluate any temporary impacts that would result from concurrent construction of the Proposed Project and other projects identified by the Planning Department.

**Loading:** CHS will prepare a loading supply/code/demand assessment for the Proposed Project relative to the Planning Code. CHS will assess the proposed on-site loading facilities in terms of location and operational characteristics, including truck movement, internal loading circulation and clearance, location of trash storage/compactor, move-in/move-out procedures, and removal of garbage. Available on-street, curbside loading (existing and proposed) that may serve the Proposed Project will additionally be identified and assessed, as necessary.



*Parking:* CHS will prepare a parking assessment for the Proposed Project relative to the Planning Code. Any deficiencies per the Code will be quantified and exceptions to the Planning Code with respect to parking requirements will also be noted.

## **Task 6 – Cumulative Impact Analysis**

**2040 Cumulative Conditions:** CHS will evaluate cumulative scenarios for each of the topic areas listed above under Task 6. The 2040 cumulative analysis will consider the planned infrastructure, roadway, and transit operations changes in the vicinity of the project as well as proposed changes under the SF Bike Plan, Muni Forward, Van Ness BRT project, and any other projects within the project vicinity as they relate to the topics listed above.

*Traffic:* CHS will describe ongoing and proposed streetscape and roadway improvements in the vicinity of the Proposed Project site, including the Van Ness Bus Rapid Transit (BRT) Project and its associated streetscape improvements. The effect of Van Ness BRT on Proposed Project's transportation elements will be discussed. The memo will also describe nearby approved or under review developments as identified by the Planning Department, and will describe the effect they could have on circulation for the Proposed Project.

*Transit:* CHS will also document and describe planned changes to transit service as part of Van Ness BRT, Muni Forward, and other SFMTA projects.

*Pedestrian/Bicycle:* CHS will summarize proposed pedestrian and bicycle changes in the study area identified in the *2009 San Francisco Bicycle Plan* and other proposed streetscape changes through neighboring projects. CHS will summarize proposed Vision Zero improvements in each project site's study area.

*Loading:* CHS will include a brief qualitative discussion of known proposed parking changes in the vicinity of the project site, if any.

## **Task 7 – Develop Improvement Measures**

CHS will work cooperatively with Planning Department staff to develop improvement measures, if necessary, based on our analysis findings from Tasks 5 and 6.

## **Task 8 – Prepare Transportation Memorandum Draft #1 with Existing Conditions Section Only**

CHS will prepare an Administrative Draft #1 Transportation Memorandum, including the documentation of existing conditions for each of eight project sites only. This Draft Memorandum will be submitted to the San Francisco Planning Department for review and for referral review by other City agencies. CHS will provide the Planning Department with one (1) electronic copy (in Word and PDF [with graphics]) and three (3) hard copies of the Draft #1 Circulation Memorandum. Technical appendices, including Proposed Project information and analysis used in the assessment, will be submitted with the Administrative Draft #1 Circulation Memorandum.



### **Task 9 – Prepare Transportation Memorandum Draft #2**

CHS will prepare a Draft #2 Transportation Technical Memorandum addressing Planning’s comments on Existing Conditions Section and incorporating analysis findings and impact discussions, and submit a Draft #2 Memorandum to the Planning Department for review. CHS will provide the Planning Department with one (1) electronic copy (in Word and PDF [with graphics]) and three (3) hard copies of the Draft #2 Circulation Memorandum.

### **Task 10 – Prepare Transportation Memorandum Screencheck Draft**

CHS will respond to Draft #2 Circulation Memorandum comments by the Planning Department and submit to Planning Department a Screencheck Circulation Memorandum.

### **Task 11 – Prepare Final Transportation Memorandum**

Following review and approval of the Screencheck Memorandum by Planning staff, CHS will then provide the Planning Department with one (1) electronic copy (in Word and PDF [with graphics]) and three (3) hard copies of a Final Circulation Memorandum.

### **Task 12 – Project Meetings**

CHS will attend up to four meetings as part of this scope of work. Meetings could include the Project Sponsor and/or City staff. We are available to attend additional meetings (staff-level at additional coordination meetings and/or public hearings) on a time and materials basis.

## **Schedule**

The project schedule may vary depending on a number of factors including, but not limited to, the timely arrival of submittals, thorough QA/QC of submitted materials by CHS, project site plan/description changes requiring new analysis, unknown caseload conflicts for City/Sponsor staff reviewers, holidays, or other unforeseen circumstances.

Based on our experience with similar projects and review periods conducted by the City Planning Department, CHS will provide the City and the Project Sponsor with an Administrative Draft #1 Transportation Memorandum within six (6) weeks after the scope has been finalized and approved by the Planning Department. Using this timeframe as a benchmark and factoring in appropriate review time for the City, the preparation of a Preliminary Draft #2 and Screencheck Draft, and addressing comments provided by City staff on both reports, CHS estimates to submit a Final Transportation Impact Study in approximately five (5) months from project initiation (see Table 5).<sup>2</sup>

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<sup>2</sup> It is noted that CHS will prepare documentation in an expeditious manner and will assertively coordinate with City staff during the review period, and will address any concerns from City staff in a timely manner to ensure prompt delivery and maintain project schedule.

**Table 5 – AAU Development Agreement Project Transportation Memorandum Schedule**

Project Task	Duration of Deliverable/Review (weeks) <sup>2</sup>	Milestone Date
Finalize Scope of Work	1	10/27/2017
Data Collection/Review <sup>1</sup>	2	11/10/2017
Prepare/Submit Draft #1 Memo (Existing Condition only) <sup>1</sup>	3	12/8/2017 <sup>3</sup>
City Complete Review of Draft #1 Memo	4	1/12/2018 <sup>3</sup>
Submit Preliminary Draft #2 Memo	6	2/23/2018
City Complete Review of Draft #2 Memo	4	3/23/2018
Submit Screencheck Draft Memo	2	4/6/2018
City Review of Screencheck Draft Memo	2	4/20/2018
Submit Final Memo	<1	4/27/2018

**Notes:**

1) Data collection will be conducted concurrently with preparation of Draft #1 Memorandum. This task includes coordination with Planning Staff to assure consistency with other TIS reports / memos in the project vicinity and “check-in” discussion to confirm methodologies/assumptions and discuss draft analysis findings.

2) Table 1 presents the standard duration/allowable time for review by City staff for each deliverable.

3) Assumes one additional week due to holiday schedule

## Appendix B

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### 1069 Pine Street Site Plans

# 1069 PINE STREET

## CONCEPT PLAN - 10/18/2017

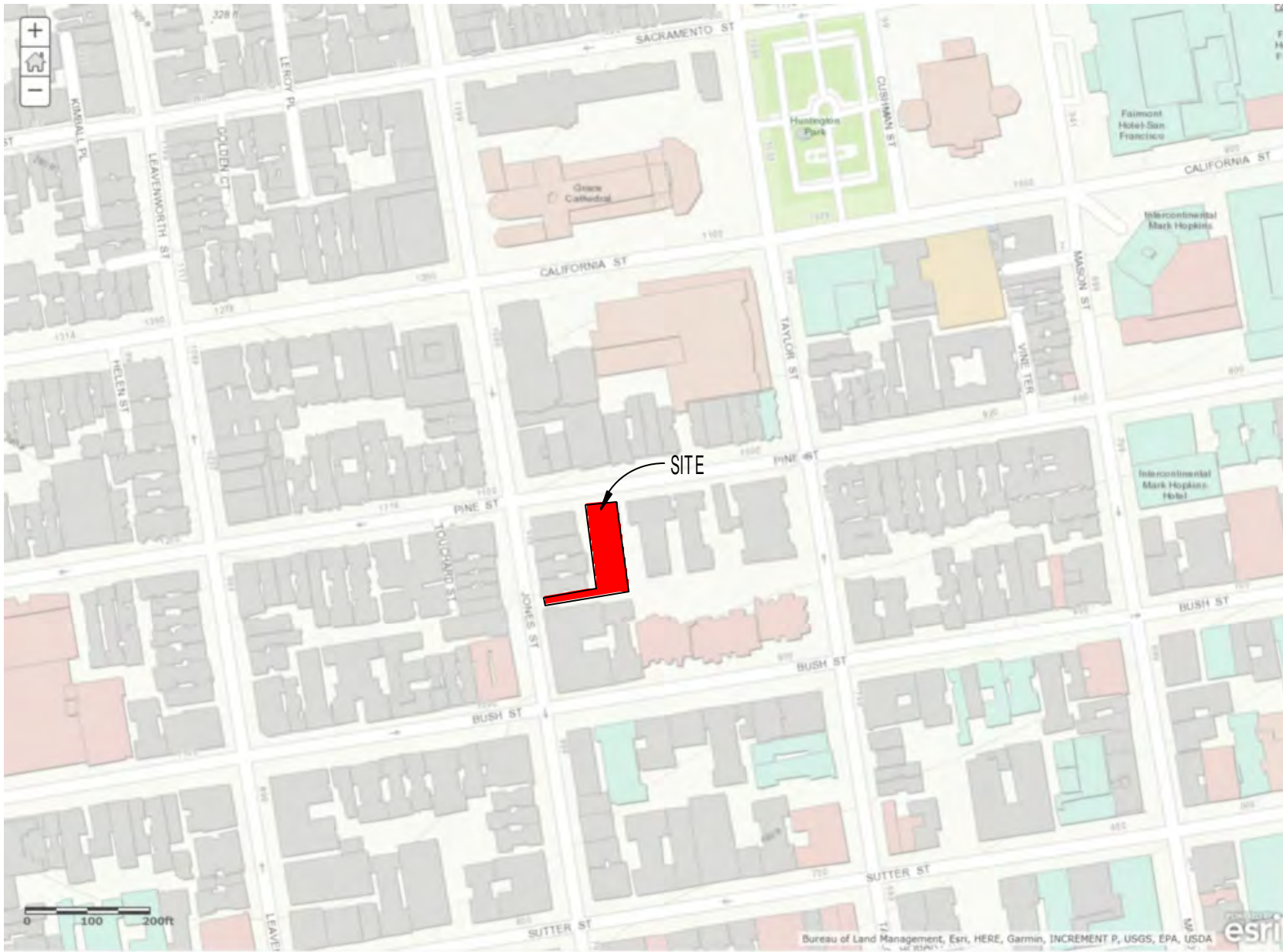
### PROJECT SUMMARY

1069 Pine Street is new construction of affordable housing that consists of 64 studio units. Proposed design is under the assumption that the project will follow the Affordable Housing Bonus Program per Planning Code Setion 206.

### PROJECT DATA

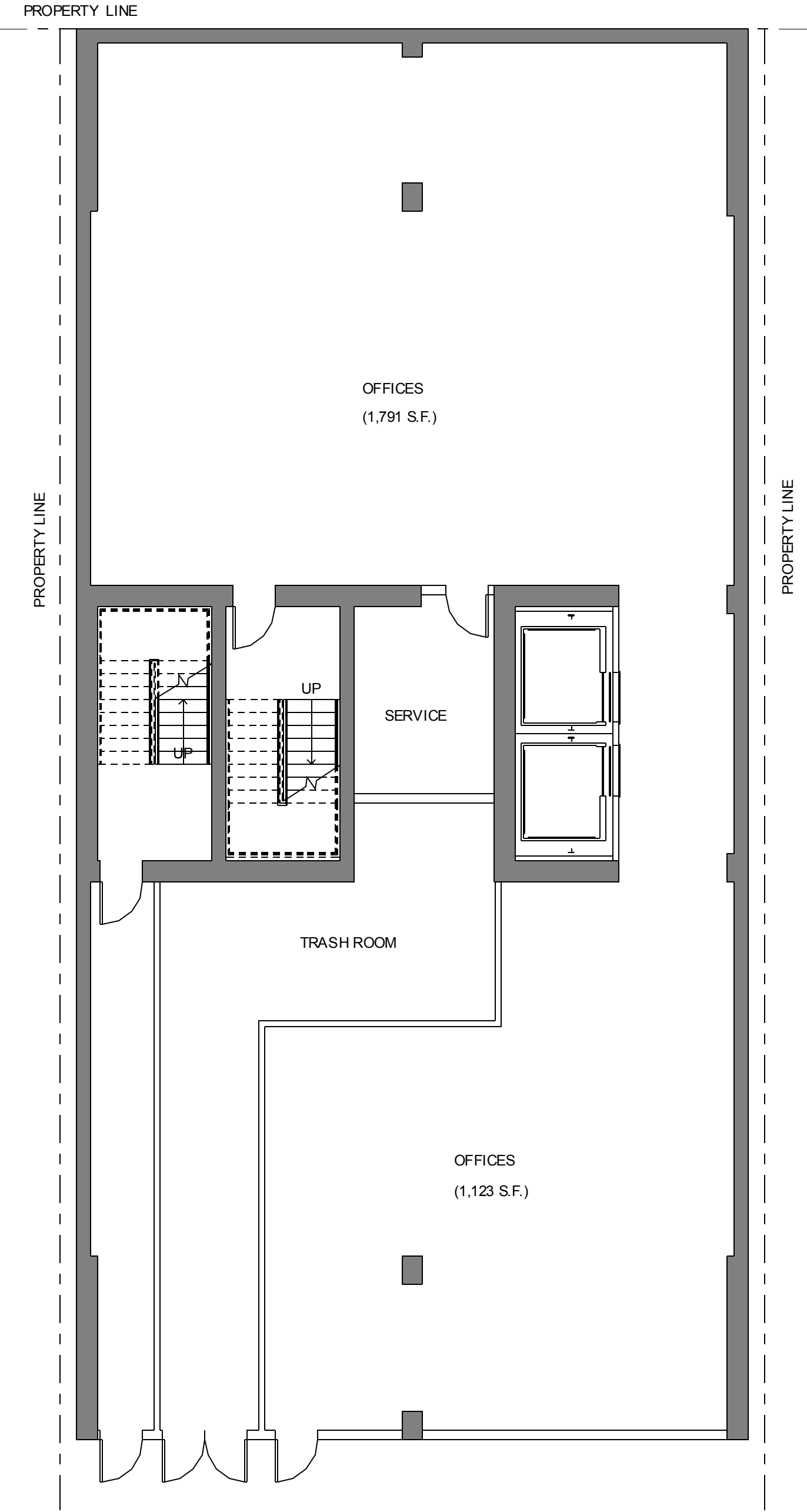
Project Name:	1069 Pine Street
Address:	1069 - 1075 Pine Street, San Francisco, 94109
Block Number:	0275
Lot Number:	008
Lot Size:	7,749 S.F.
Zoning District:	RM-4
Building Area:	48,520 S.F.
Unit Count:	64 Studio Units
Height Limit:	65-A
Building Height:	82' Above Pine St. Measured From Curb At Bldg Midpoint to T.O. Flat Roof
Number Of Stories:	8 Above Pine St, 2 Levels below Pine St.
Construction Type:	Type-IA
Occupancy Type(S):	R-2, M, B

### VICINITY MAP

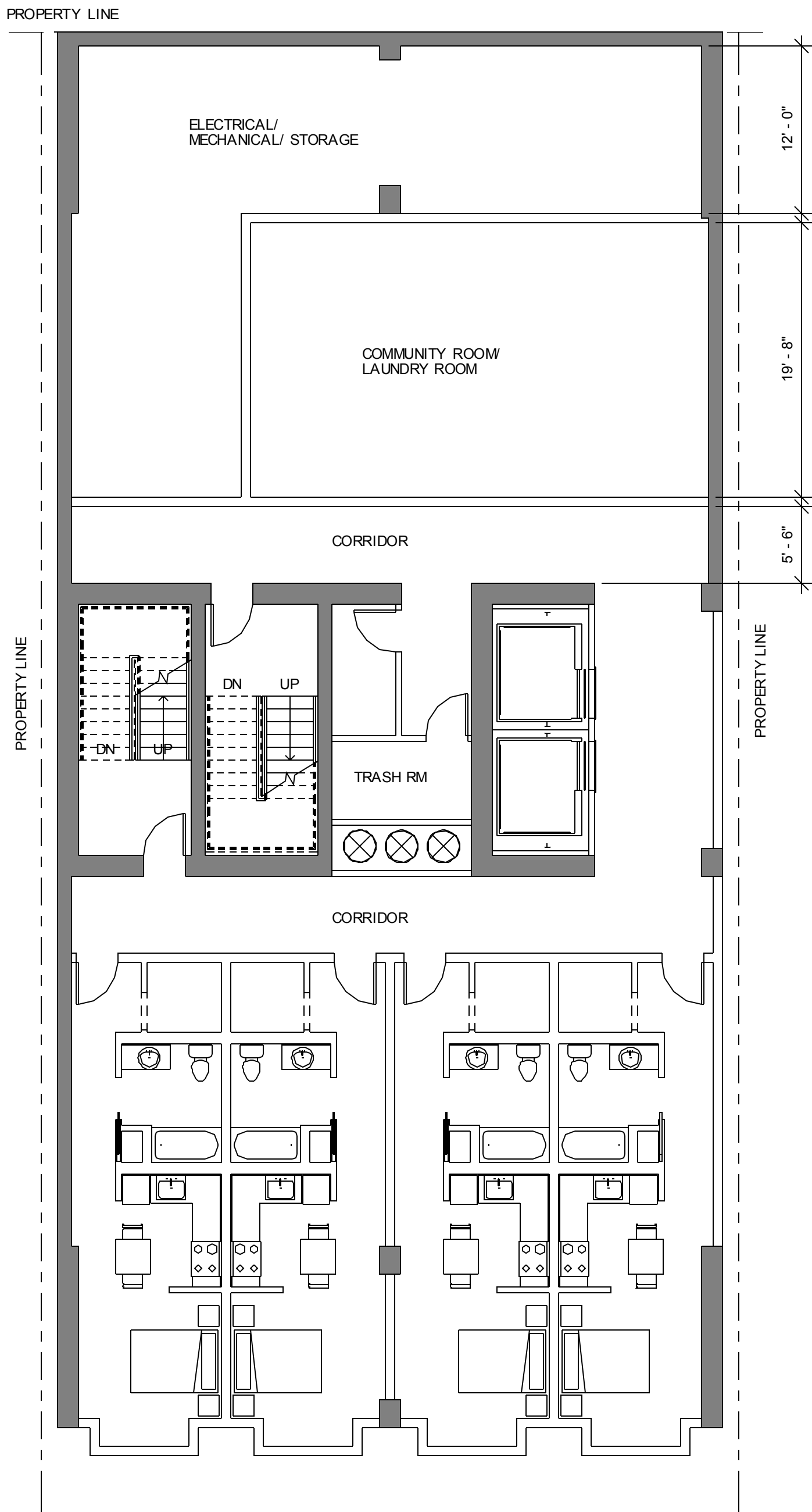




PINE STREET



PINE STREET

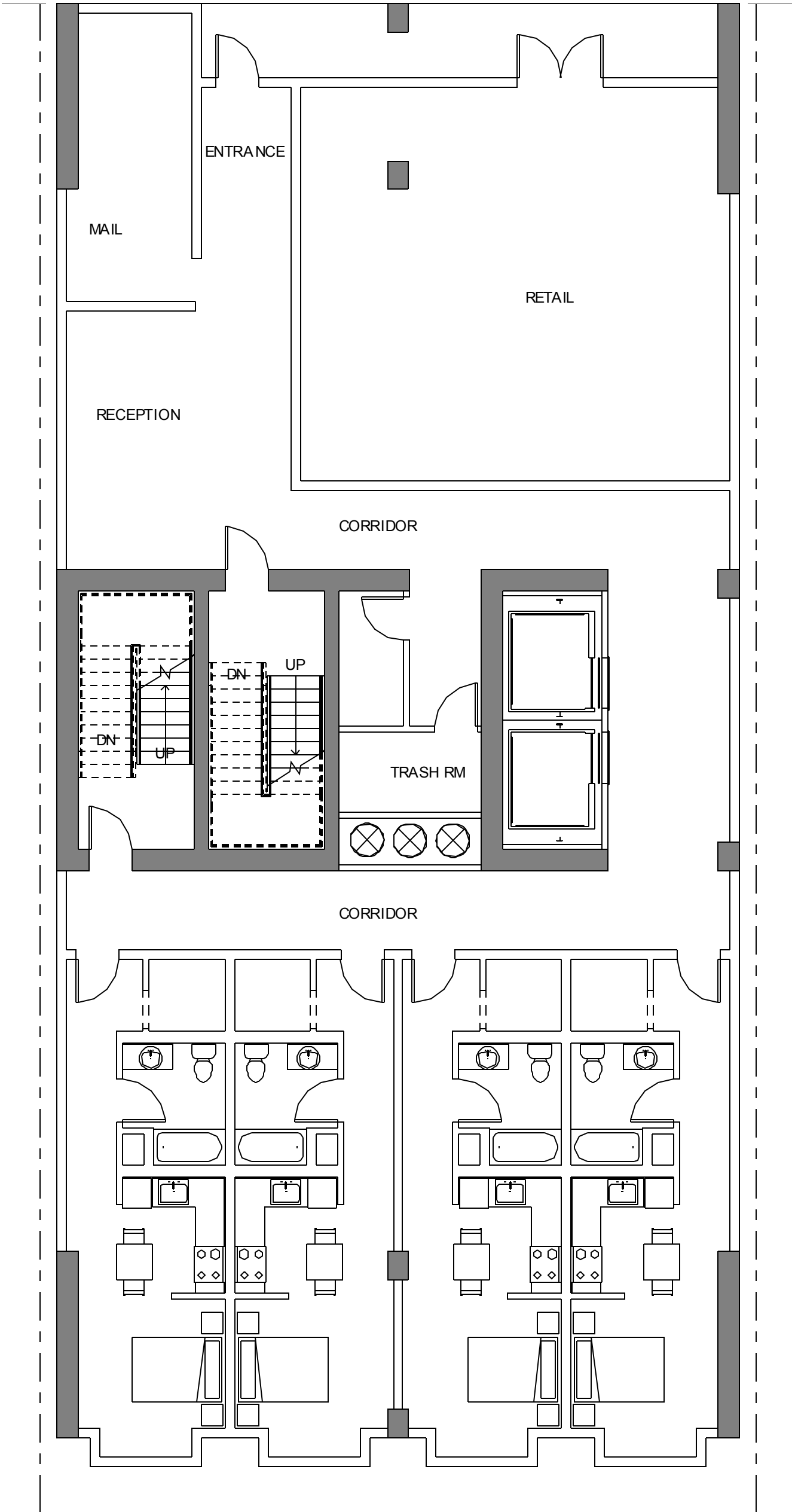


1 Basement 1  
1/8" = 1'-0"

1069 PINE STREET  
1069 PINE ST. SAN FRANCISCO, CA 94109

FLOOR PLAN - BASEMENT 1

PINE STREET

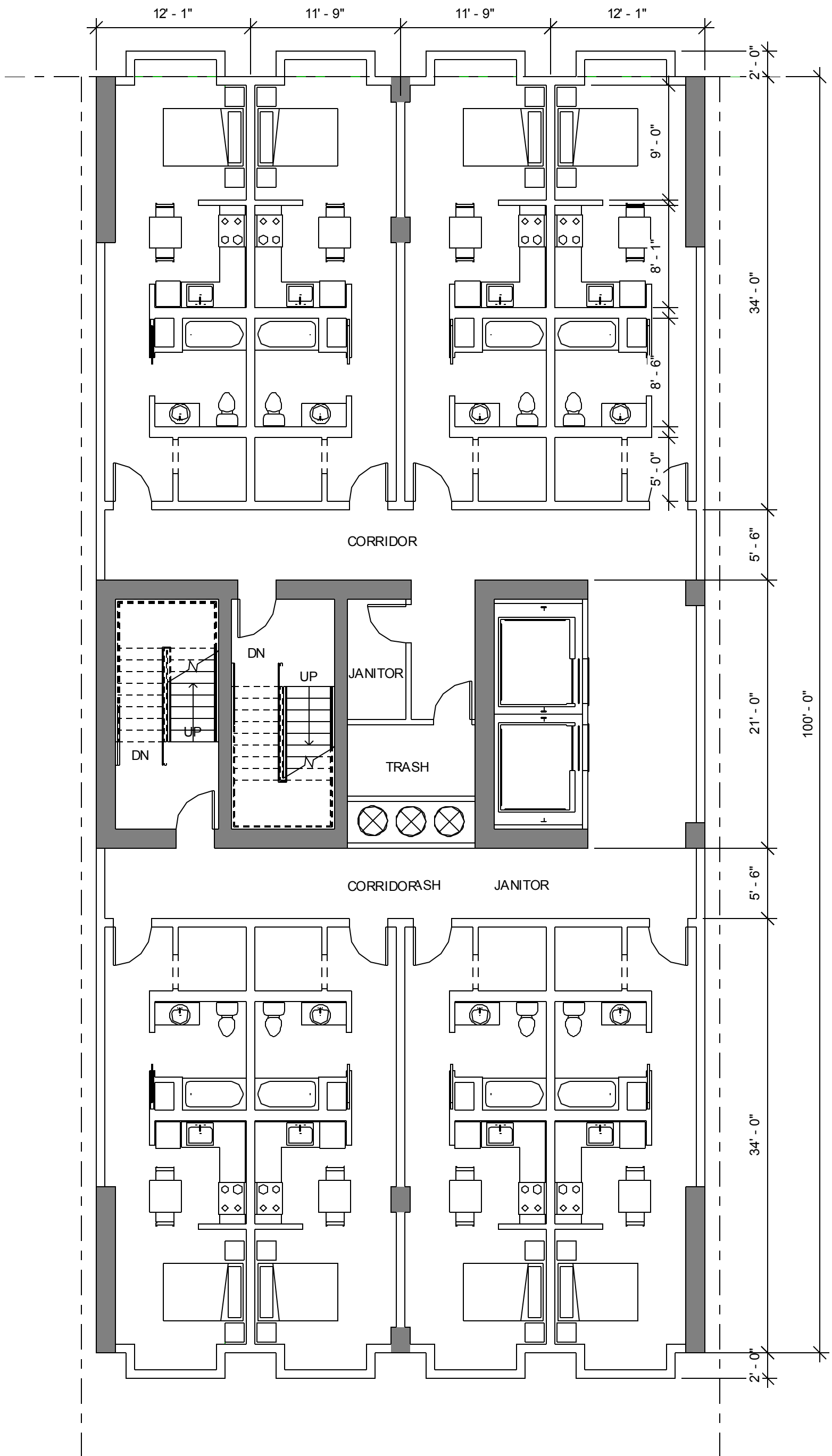


① 1st Floor  
1/8" = 1'-0"

1069 PINE STREET  
1069 PINE ST. SAN FRANCISCO, CA 94109

FLOOR PLAN - 1ST FLOOR



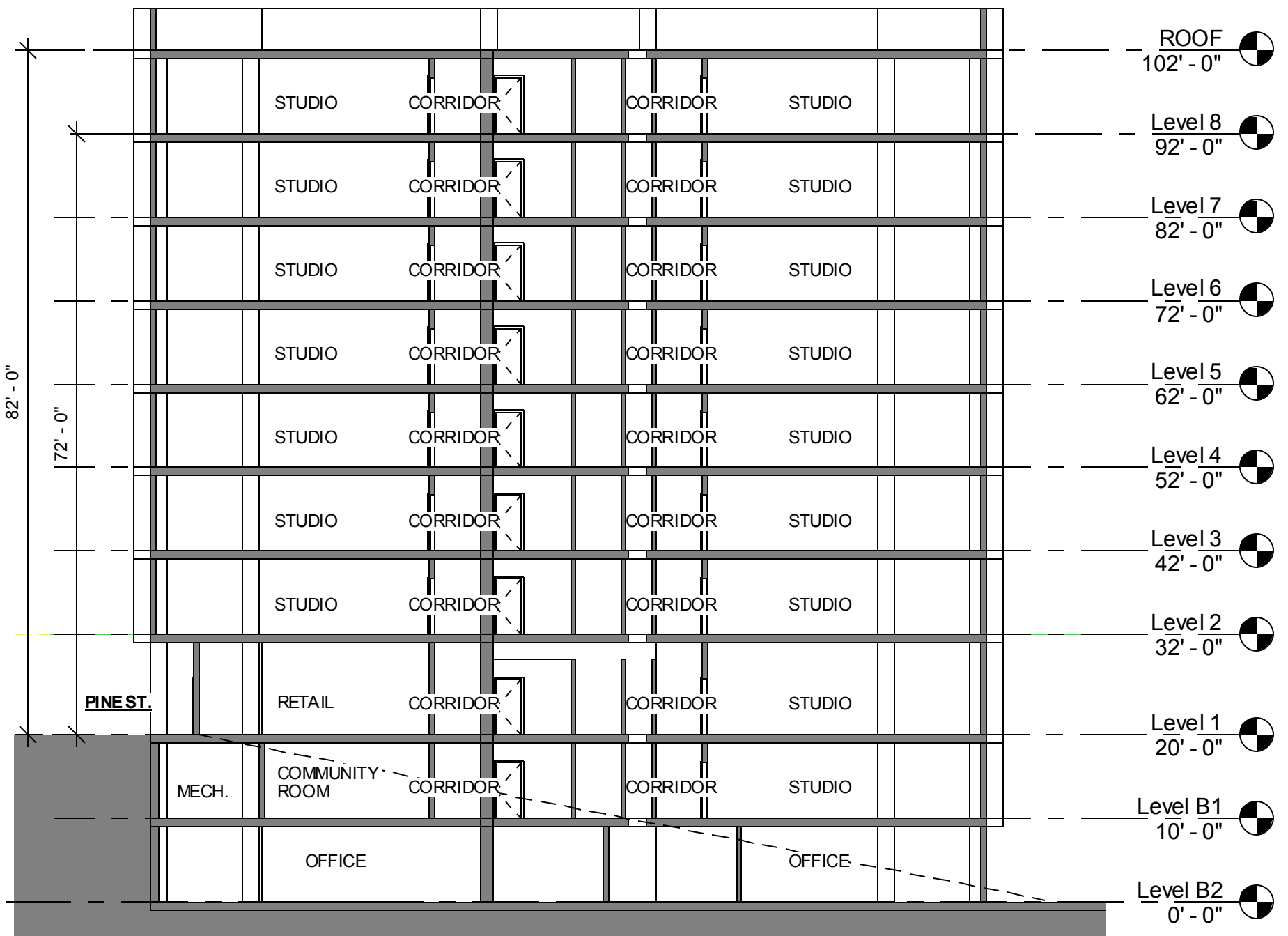


① 2nd - 8th Floors  
1/8" = 1'-0"

1069 PINE STREET  
1069 PINE ST. SAN FRANCISCO, CA 94109

2ND - 8TH FLOORS



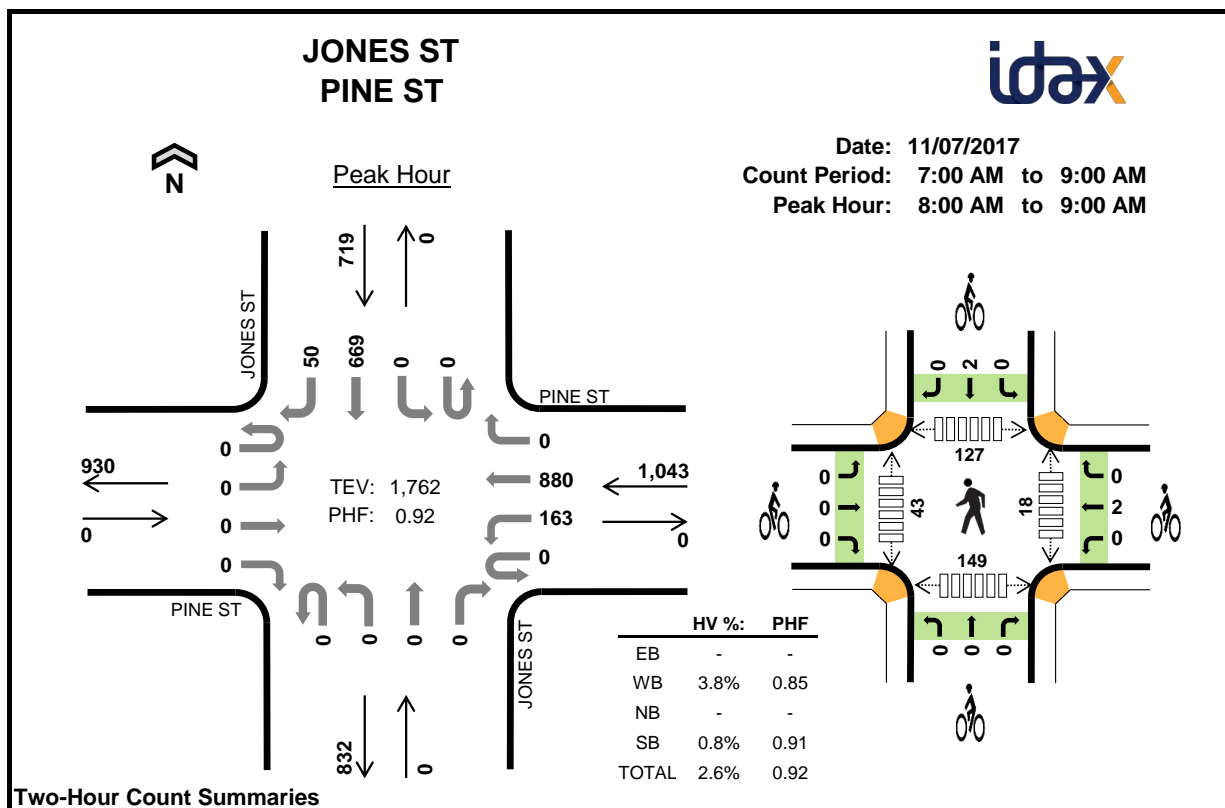


① Longitudinal Section  
1/16" = 1'-0"

## Appendix C

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### Intersection Turning Movement Counts



Interval Start		PINE ST				PINE ST				JONES ST				JONES ST				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
	7:00 AM	0	0	0	0	0	43	188	0	0	0	0	0	0	0	112	15	358	0
	7:15 AM	0	0	0	0	0	38	201	0	0	0	0	0	0	0	125	12	376	0
	7:30 AM	0	0	0	0	0	27	239	0	0	0	0	0	0	0	138	13	417	0
	7:45 AM	0	0	0	0	0	38	230	0	0	0	0	0	0	1	147	8	424	1,575
	8:00 AM	0	0	0	0	0	44	262	0	0	0	0	0	0	0	162	12	480	1,697
	8:15 AM	0	0	0	0	0	29	194	0	0	0	0	0	0	0	151	9	383	1,704
	8:30 AM	0	0	0	0	0	50	231	0	0	0	0	0	0	0	179	9	469	1,756
	8:45 AM	0	0	0	0	0	40	193	0	0	0	0	0	0	0	177	20	430	1,762
Count Total		0	0	0	0	0	309	1,738	0	0	0	0	0	0	1	1,191	98	3,337	0
Peak Hour	All	0	0	0	0	0	163	880	0	0	0	0	0	0	0	669	50	1,762	0
	HV	0	0	0	0	0	6	34	0	0	0	0	0	0	0	5	1	46	0
	HV%	-	-	-	-	-	4%	4%	-	-	-	-	-	-	-	1%	2%	3%	0

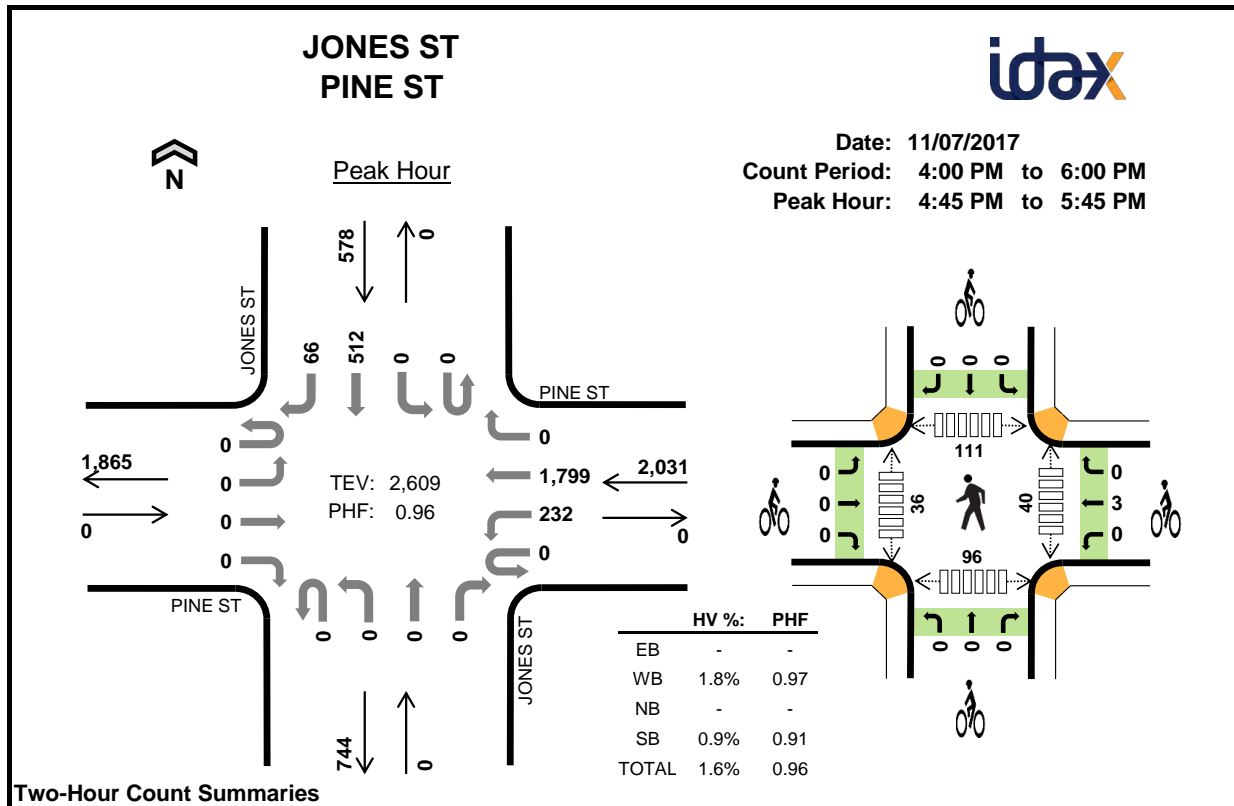
*Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.*

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	0	4	0	1	5	0	0	0	1	1	4	5	21	19	49
7:15 AM	0	16	0	1	17	0	0	0	0	0	12	9	28	27	76
7:30 AM	0	9	0	2	11	0	0	0	0	0	4	7	26	21	58
7:45 AM	0	12	0	3	15	0	2	0	0	2	5	9	36	26	76
8:00 AM	0	9	0	2	11	0	0	0	0	0	4	12	27	34	77
8:15 AM	0	11	0	1	12	0	0	0	0	0	2	12	26	40	80
8:30 AM	0	15	0	3	18	0	1	0	0	1	6	12	47	41	106
8:45 AM	0	5	0	0	5	0	1	0	2	3	6	7	27	34	74
Count Total	0	81	0	13	94	0	4	0	3	7	43	73	238	242	596
Peak Hour	0	40	0	6	46	0	2	0	2	4	18	43	127	149	337

Two-Hour Count Summaries - Heavy Vehicles																			
Interval Start	PINE ST				PINE ST				JONES ST				JONES ST				15-min Total	Rolling One Hour	
	Eastbound				Westbound				Northbound				Southbound						
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT			
7:00 AM	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	1	0	5	0
7:15 AM	0	0	0	0	0	4	12	0	0	0	0	0	0	0	0	1	0	17	0
7:30 AM	0	0	0	0	0	1	8	0	0	0	0	0	0	0	0	1	1	11	0
7:45 AM	0	0	0	0	0	1	11	0	0	0	0	0	0	0	0	3	0	15	48
8:00 AM	0	0	0	0	0	0	9	0	0	0	0	0	0	0	0	2	0	11	54
8:15 AM	0	0	0	0	0	1	10	0	0	0	0	0	0	0	0	1	0	12	49
8:30 AM	0	0	0	0	0	3	12	0	0	0	0	0	0	0	0	2	1	18	56
8:45 AM	0	0	0	0	0	2	3	0	0	0	0	0	0	0	0	0	0	5	46
Count Total	0	0	0	0	0	12	69	0	0	0	0	0	0	0	0	11	2	94	0
Peak Hour	0	0	0	0	0	6	34	0	0	0	0	0	0	0	0	5	1	46	0

Two-Hour Count Summaries - Bikes																		
Interval Start	PINE ST			PINE ST			JONES ST			JONES ST			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
7:00 AM	0	0	0	0	0	0	0	0	0	0	1	0	1	0				
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
7:45 AM	0	0	0	0	2	0	0	0	0	0	0	0	2	3				
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2				
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2				
8:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	1	3				
8:45 AM	0	0	0	0	1	0	0	0	0	0	2	0	3	4				
Count Total	0	0	0	0	4	0	0	0	0	0	3	0	7	0				
Peak Hour	0	0	0	0	2	0	0	0	0	0	2	0	4	0				

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



Interval Start		PINE ST				PINE ST				JONES ST				JONES ST				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM		0	0	0	0	0	46	342	0	0	0	0	0	0	0	109	26	523	0
4:15 PM		0	0	0	0	0	50	379	0	0	0	0	0	0	0	100	25	554	0
4:30 PM		0	0	0	0	0	59	363	0	0	0	0	0	0	0	118	15	555	0
4:45 PM		0	0	0	0	0	51	445	0	0	0	0	0	0	0	131	20	647	2,279
5:00 PM		0	0	0	0	0	58	437	0	0	0	0	0	0	0	112	17	624	2,380
5:15 PM		0	0	0	0	0	62	461	0	0	0	0	0	0	0	148	10	681	2,507
5:30 PM		0	0	0	0	0	61	456	0	0	0	0	0	0	0	121	19	657	2,609
5:45 PM		0	0	0	0	0	56	427	0	0	0	0	0	0	0	127	13	623	2,585
Count Total		0	0	0	0	0	443	3,310	0	0	0	0	0	0	0	966	145	4,864	0
Peak Hour	All	0	0	0	0	0	232	1,799	0	0	0	0	0	0	0	512	66	2,609	0
	HV	0	0	0	0	0	2	34	0	0	0	0	0	0	0	3	2	41	0
	HV%	-	-	-	-	-	1%	2%	-	-	-	-	-	-	-	1%	3%	2%	0

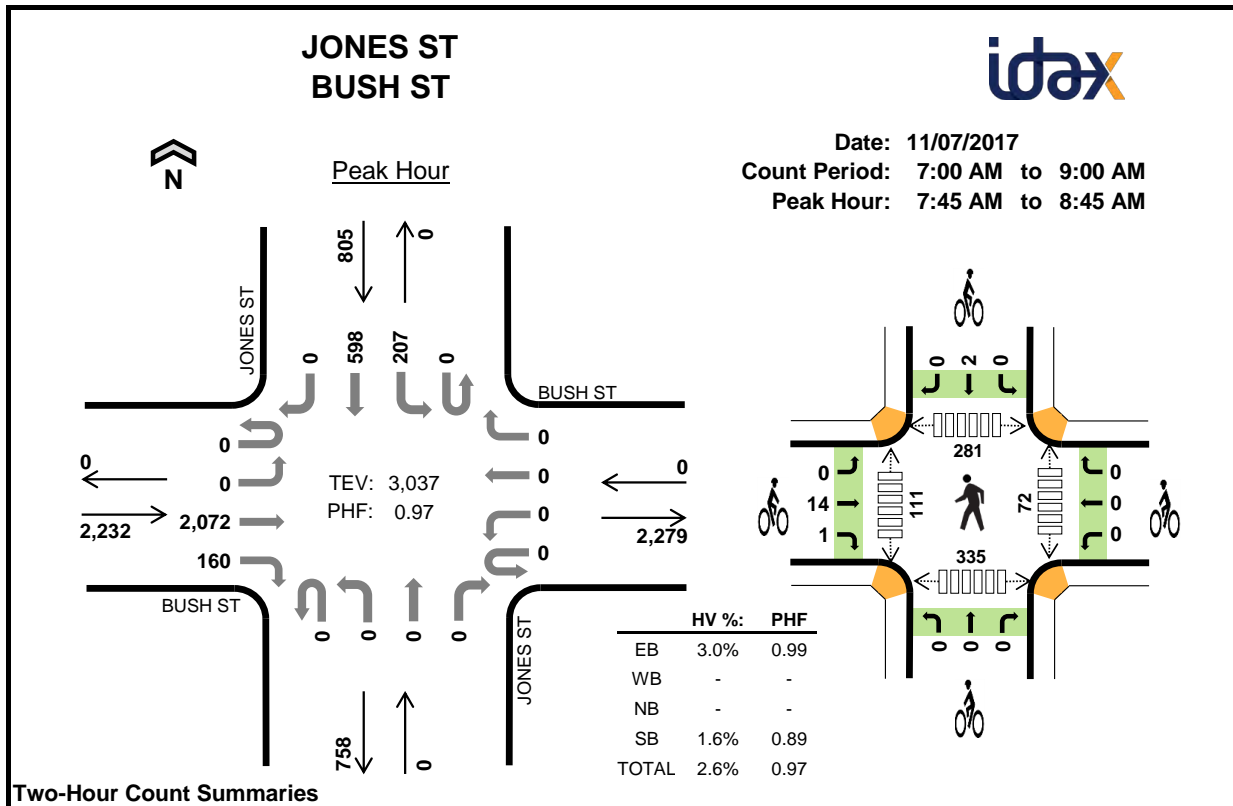
Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	0	12	0	0	12	0	1	0	0	1	9	3	16	12	40
4:15 PM	0	10	0	0	10	0	0	0	0	0	3	13	15	19	50
4:30 PM	0	7	0	2	9	0	1	0	0	1	8	8	17	18	51
4:45 PM	0	8	0	1	9	0	1	0	0	1	8	8	13	21	50
5:00 PM	0	7	0	2	9	0	2	0	0	2	8	9	22	19	58
5:15 PM	0	11	0	0	11	0	0	0	0	0	7	8	38	30	83
5:30 PM	0	10	0	2	12	0	0	0	0	0	17	11	38	26	92
5:45 PM	0	13	0	1	14	0	1	0	0	1	11	7	23	40	81
Count Total	0	78	0	8	86	0	6	0	0	6	71	67	182	185	505
Peak Hour	0	36	0	5	41	0	3	0	0	3	40	36	111	96	283

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	PINE ST				PINE ST				JONES ST				JONES ST				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	0	0	1	11	0	0	0	0	0	0	0	0	0	12	0
4:15 PM	0	0	0	0	0	2	8	0	0	0	0	0	0	0	0	0	10	0
4:30 PM	0	0	0	0	0	1	6	0	0	0	0	0	0	0	2	0	9	0
4:45 PM	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	1	9	40
5:00 PM	0	0	0	0	0	0	7	0	0	0	0	0	0	0	2	0	9	37
5:15 PM	0	0	0	0	0	2	9	0	0	0	0	0	0	0	0	0	11	38
5:30 PM	0	0	0	0	0	0	10	0	0	0	0	0	0	0	1	1	12	41
5:45 PM	0	0	0	0	0	3	10	0	0	0	0	0	0	0	1	0	14	46
Count Total	0	0	0	0	0	9	69	0	0	0	0	0	0	0	6	2	86	0
Peak Hour	0	0	0	0	0	2	34	0	0	0	0	0	0	0	3	2	41	0

Two-Hour Count Summaries - Bikes																		
Interval Start	PINE ST			PINE ST			JONES ST			JONES ST			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
4:00 PM	0	0	0	0	1	0	0	0	0	0	0	0	1	0				
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
4:30 PM	0	0	0	1	0	0	0	0	0	0	0	0	1	0				
4:45 PM	0	0	0	0	1	0	0	0	0	0	0	0	1	3				
5:00 PM	0	0	0	0	2	0	0	0	0	0	0	0	2	4				
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	4				
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	3				
5:45 PM	0	0	0	0	1	0	0	0	0	0	0	0	1	3				
Count Total	0	0	0	1	5	0	0	0	0	0	0	0	6	0				
Peak Hour	0	0	0	0	3	0	0	0	0	0	0	0	3	0				

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



Interval Start	BUSH ST Eastbound				BUSH ST Westbound				JONES ST Northbound				JONES ST Southbound				15-min Total	Rolling One Hour
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	0	327	51	0	0	0	0	0	0	0	0	0	27	129	0	534	0
7:15 AM	0	0	398	40	0	0	0	0	0	0	0	0	0	31	135	0	604	0
7:30 AM	0	0	435	48	0	0	0	0	0	0	0	0	0	22	139	0	644	0
7:45 AM	0	0	528	37	0	0	0	0	0	0	0	0	0	55	139	0	759	2,541
8:00 AM	0	0	497	51	0	0	0	0	0	0	0	0	0	55	149	0	752	2,759
8:15 AM	0	0	532	29	0	0	0	0	0	0	0	0	0	41	139	0	741	2,896
8:30 AM	0	0	515	43	0	0	0	0	0	0	0	0	0	56	171	0	785	3,037
8:45 AM	0	0	463	32	0	0	0	0	0	0	0	0	0	61	153	0	709	2,987
Count Total	0	0	3,695	331	0	0	0	0	0	0	0	0	0	348	1,154	0	5,528	0
Peak Hour	All	0	0	2,072	160	0	0	0	0	0	0	0	0	207	598	0	3,037	0
	HV	0	0	58	8	0	0	0	0	0	0	0	0	4	9	0	79	0
	HV%	-	-	3%	5%	-	-	-	-	-	-	-	-	2%	2%	-	3%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

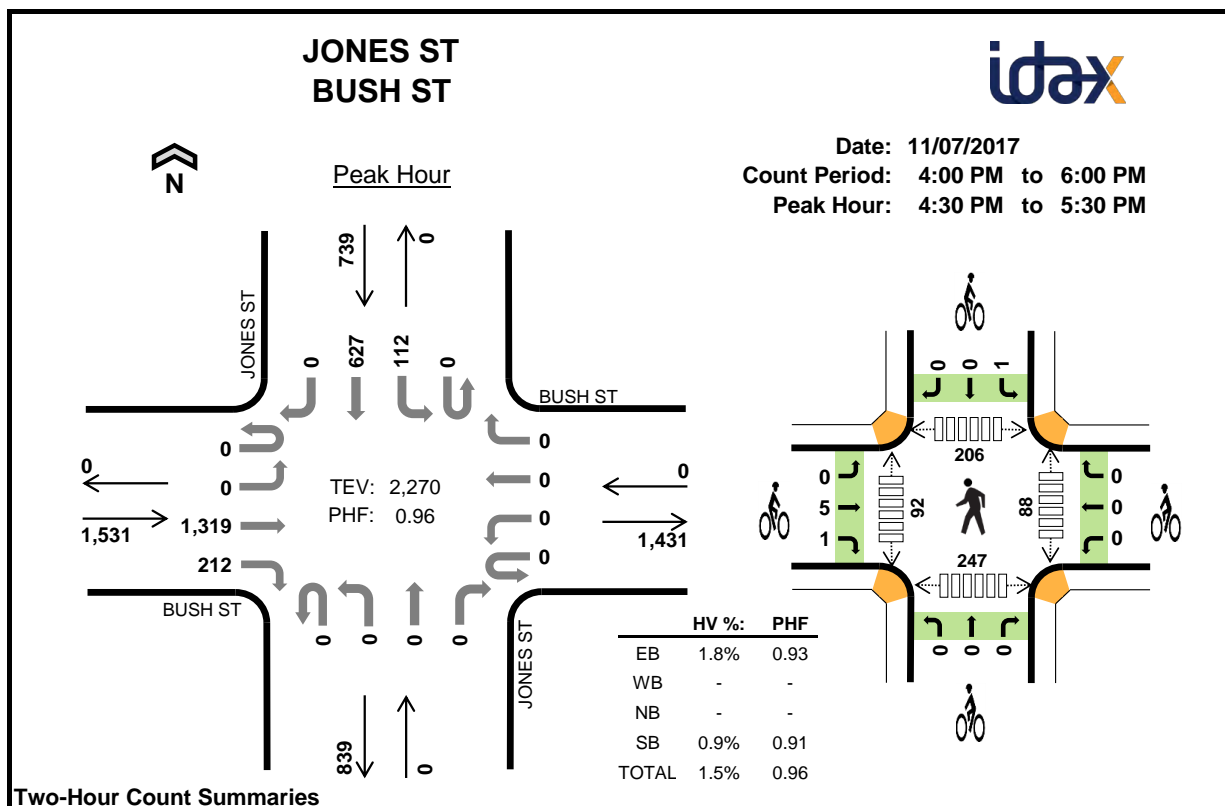
Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	15	0	0	1	16	1	0	0	1	2	9	12	28	29	78
7:15 AM	19	0	0	5	24	3	0	0	0	3	10	17	40	42	109
7:30 AM	13	0	0	2	15	7	0	0	0	7	16	18	56	62	152
7:45 AM	17	0	0	4	21	1	0	0	0	1	13	26	51	58	148
8:00 AM	16	0	0	2	18	5	0	0	0	5	19	27	72	79	197
8:15 AM	17	0	0	2	19	4	0	0	0	4	19	35	80	99	233
8:30 AM	16	0	0	5	21	5	0	0	2	7	21	23	78	99	221
8:45 AM	18	0	0	2	20	9	0	0	4	13	16	15	52	83	166
Count Total	131	0	0	23	154	35	0	0	7	42	123	173	457	551	1,304
Peak Hour	66	0	0	13	79	15	0	0	2	17	72	111	281	335	799



Two-Hour Count Summaries - Heavy Vehicles																			
Interval Start	BUSH ST				BUSH ST				JONES ST				JONES ST				15-min Total	Rolling One Hour	
	Eastbound				Westbound				Northbound				Southbound						
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT			
7:00 AM	0	0	14	1	0	0	0	0	0	0	0	0	0	0	0	1	0	16	0
7:15 AM	0	0	17	2	0	0	0	0	0	0	0	0	0	0	1	4	0	24	0
7:30 AM	0	0	12	1	0	0	0	0	0	0	0	0	0	0	0	2	0	15	0
7:45 AM	0	0	14	3	0	0	0	0	0	0	0	0	0	0	0	4	0	21	76
8:00 AM	0	0	15	1	0	0	0	0	0	0	0	0	0	0	1	1	0	18	78
8:15 AM	0	0	13	4	0	0	0	0	0	0	0	0	0	0	1	1	0	19	73
8:30 AM	0	0	16	0	0	0	0	0	0	0	0	0	0	0	2	3	0	21	79
8:45 AM	0	0	17	1	0	0	0	0	0	0	0	0	0	0	0	2	0	20	78
Count Total	0	0	118	13	0	0	0	0	0	0	0	0	0	0	5	18	0	154	0
Peak Hour	0	0	58	8	0	0	0	0	0	0	0	0	0	0	4	9	0	79	0

Two-Hour Count Summaries - Bikes																		
Interval Start	BUSH ST			BUSH ST			JONES ST			JONES ST			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
7:00 AM	0	1	0	0	0	0	0	0	0	0	1	0	2	0				
7:15 AM	0	3	0	0	0	0	0	0	0	0	0	0	3	0				
7:30 AM	0	4	3	0	0	0	0	0	0	0	0	0	7	0				
7:45 AM	0	1	0	0	0	0	0	0	0	0	0	0	1	13				
8:00 AM	0	5	0	0	0	0	0	0	0	0	0	0	5	16				
8:15 AM	0	4	0	0	0	0	0	0	0	0	0	0	4	17				
8:30 AM	0	4	1	0	0	0	0	0	0	0	2	0	7	17				
8:45 AM	0	9	0	0	0	0	0	0	0	1	3	0	13	29				
Count Total	0	31	4	0	0	0	0	0	0	1	6	0	42	0				
Peak Hour	0	14	1	0	0	0	0	0	0	0	2	0	17	0				

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



Interval Start	BUSH ST Eastbound				BUSH ST Westbound				JONES ST Northbound				JONES ST Southbound				15-min Total	Rolling One Hour
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	315	42	0	0	0	0	0	0	0	0	0	19	135	0	511	0
4:15 PM	0	0	306	40	0	0	0	0	0	0	0	0	0	30	118	0	494	0
4:30 PM	0	0	306	48	0	0	0	0	0	0	0	0	0	34	145	0	533	0
4:45 PM	0	0	368	44	0	0	0	0	0	0	0	0	0	31	151	0	594	2,132
5:00 PM	0	0	325	58	0	0	0	0	0	0	0	0	0	26	148	0	557	2,178
5:15 PM	0	0	320	62	0	0	0	0	0	0	0	0	0	21	183	0	586	2,270
5:30 PM	0	0	209	35	0	0	0	0	0	0	0	0	0	29	160	0	433	2,170
5:45 PM	0	0	319	52	0	0	0	0	0	0	0	0	0	40	144	0	555	2,131
Count Total	0	0	2,468	381	0	0	0	0	0	0	0	0	0	230	1,184	0	4,263	0
Peak Hour	All	0	0	1,319	212	0	0	0	0	0	0	0	0	112	627	0	2,270	0
	HV	0	0	22	6	0	0	0	0	0	0	0	0	0	7	0	35	0
	HV%	-	-	2%	3%	-	-	-	-	-	-	-	-	0%	1%	-	2%	0

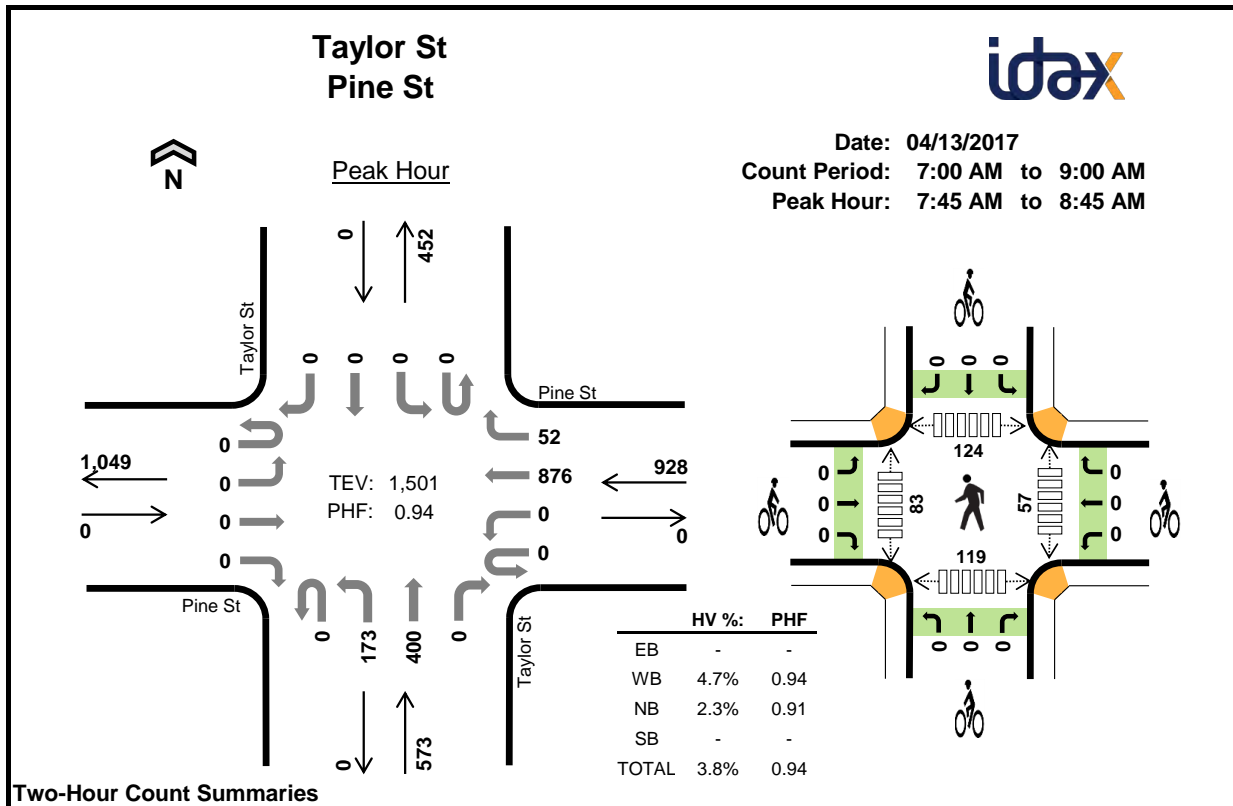
Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	4	0	0	1	5	2	0	0	0	2	22	25	44	49	140
4:15 PM	7	0	0	2	9	2	0	0	0	2	11	15	24	35	85
4:30 PM	7	0	0	3	10	1	0	0	1	2	9	28	34	45	116
4:45 PM	8	0	0	0	8	1	0	0	0	1	26	19	43	64	152
5:00 PM	7	0	0	2	9	2	0	0	0	2	28	18	48	57	151
5:15 PM	6	0	0	2	8	2	0	0	0	2	25	27	81	81	214
5:30 PM	4	0	0	1	5	2	0	0	0	2	26	12	69	49	156
5:45 PM	9	0	0	4	13	4	0	0	0	4	31	29	92	75	227
Count Total	52	0	0	15	67	16	0	0	1	17	178	173	435	455	1,241
Peak Hour	28	0	0	7	35	6	0	0	1	7	88	92	206	247	633

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	BUSH ST				BUSH ST				JONES ST				JONES ST				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	3	1	0	0	0	0	0	0	0	0	0	0	1	0	5	0
4:15 PM	0	0	4	3	0	0	0	0	0	0	0	0	0	1	1	0	9	0
4:30 PM	0	0	5	2	0	0	0	0	0	0	0	0	0	0	3	0	10	0
4:45 PM	0	0	7	1	0	0	0	0	0	0	0	0	0	0	0	0	8	32
5:00 PM	0	0	5	2	0	0	0	0	0	0	0	0	0	0	2	0	9	36
5:15 PM	0	0	5	1	0	0	0	0	0	0	0	0	0	0	2	0	8	35
5:30 PM	0	0	4	0	0	0	0	0	0	0	0	0	0	0	1	0	5	30
5:45 PM	0	0	8	1	0	0	0	0	0	0	0	0	0	1	3	0	13	35
Count Total	0	0	41	11	0	0	0	0	0	0	0	0	0	2	13	0	67	0
Peak Hour	0	0	22	6	0	0	0	0	0	0	0	0	0	0	7	0	35	0

Two-Hour Count Summaries - Bikes																	
Interval Start	BUSH ST			BUSH ST			JONES ST			JONES ST			15-min Total	Rolling One Hour			
	Eastbound			Westbound			Northbound			Southbound							
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT					
4:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	2	0			
4:15 PM	0	2	0	0	0	0	0	0	0	0	0	0	2	0			
4:30 PM	0	1	0	0	0	0	0	0	0	1	0	0	2	0			
4:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	1	7			
5:00 PM	0	1	1	0	0	0	0	0	0	0	0	0	2	7			
5:15 PM	0	2	0	0	0	0	0	0	0	0	0	0	2	7			
5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	2	7			
5:45 PM	0	3	1	0	0	0	0	0	0	0	0	0	4	10			
Count Total	0	14	2	0	0	0	0	0	0	1	0	0	17	0			
Peak Hour	0	5	1	0	0	0	0	0	0	1	0	0	7	0			

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

**Two-Hour Count Summaries**

Interval Start	Pine St Eastbound				Pine St Westbound				Taylor St Northbound				Taylor St Southbound				15-min Total	Rolling One Hour
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	0	0	0	0	0	142	12	0	32	42	0	0	0	0	0	228	0
7:15 AM	0	0	0	0	0	0	171	12	0	41	84	0	0	0	0	0	308	0
7:30 AM	0	0	0	0	0	0	200	13	0	35	85	0	0	0	0	0	333	0
7:45 AM	0	0	0	0	0	0	220	7	0	45	101	0	0	0	0	0	373	1,242
8:00 AM	0	0	0	0	0	0	231	12	0	42	115	0	0	0	0	0	400	1,414
8:15 AM	0	0	0	0	0	0	199	13	0	51	89	0	0	0	0	0	352	1,458
8:30 AM	0	0	0	0	0	0	226	20	0	35	95	0	0	0	0	0	376	1,501
8:45 AM	0	0	0	0	0	0	187	12	0	35	91	0	0	0	0	0	325	1,453
Count Total	0	0	0	0	0	0	1,576	101	0	316	702	0	0	0	0	0	2,695	0
Peak Hour	All	0	0	0	0	0	0	876	52	0	173	400	0	0	0	0	1,501	0
	HV	0	0	0	0	0	0	43	1	0	4	9	0	0	0	0	57	0
	HV%	-	-	-	-	-	-	5%	2%	-	2%	2%	-	-	-	-	4%	0

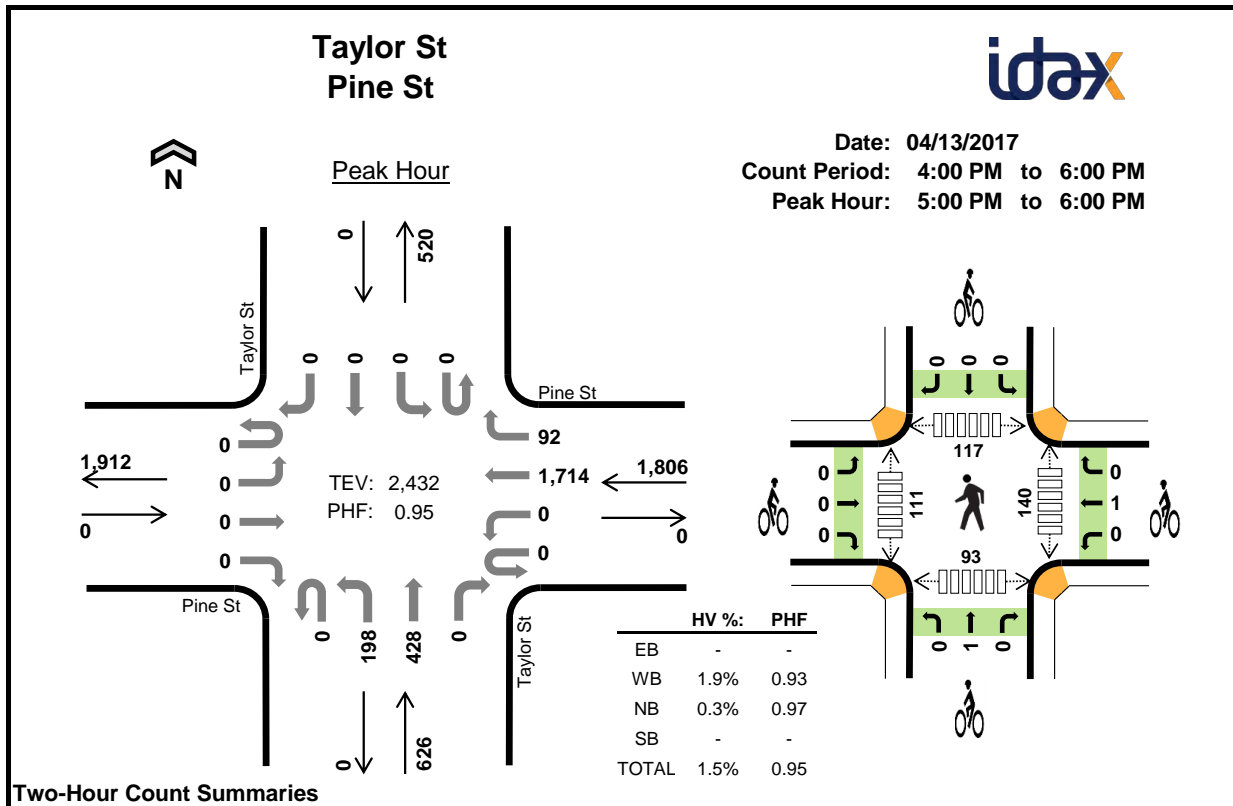
Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	0	7	3	0	10	0	0	0	0	0	12	6	17	9	44
7:15 AM	0	7	3	0	10	0	0	0	0	0	13	17	22	28	80
7:30 AM	0	14	2	0	16	0	0	0	0	0	15	8	24	20	67
7:45 AM	0	7	1	0	8	0	0	0	0	0	11	19	27	20	77
8:00 AM	0	12	1	0	13	0	0	0	0	0	17	20	25	47	109
8:15 AM	0	9	5	0	14	0	0	0	0	0	14	21	31	27	93
8:30 AM	0	16	6	0	22	0	0	0	0	0	15	23	41	25	104
8:45 AM	0	5	3	0	8	0	0	0	0	0	18	17	18	34	87
Count Total	0	77	24	0	101	0	0	0	0	0	115	131	205	210	661
Peak Hour	0	44	13	0	57	0	0	0	0	0	57	83	124	119	383

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	Pine St				Pine St				Taylor St				Taylor St				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	0	0	0	0	0	7	0	0	1	2	0	0	0	0	0	10	0
7:15 AM	0	0	0	0	0	0	7	0	0	1	2	0	0	0	0	0	10	0
7:30 AM	0	0	0	0	0	0	14	0	0	0	2	0	0	0	0	0	16	0
7:45 AM	0	0	0	0	0	0	7	0	0	0	1	0	0	0	0	0	8	44
8:00 AM	0	0	0	0	0	0	12	0	0	1	0	0	0	0	0	0	13	47
8:15 AM	0	0	0	0	0	0	9	0	0	2	3	0	0	0	0	0	14	51
8:30 AM	0	0	0	0	0	0	15	1	0	1	5	0	0	0	0	0	22	57
8:45 AM	0	0	0	0	0	0	5	0	0	1	2	0	0	0	0	0	8	57
Count Total	0	0	0	0	0	0	76	1	0	7	17	0	0	0	0	0	101	0
Peak Hour	0	0	0	0	0	0	43	1	0	4	9	0	0	0	0	0	57	0

Two-Hour Count Summaries - Bikes																	
Interval Start	Pine St			Pine St			Taylor St			Taylor St			15-min Total	Rolling One Hour			
	Eastbound			Westbound			Northbound			Southbound							
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT					
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Count Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Peak Hour	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



Interval Start	Pine St Eastbound				Pine St Westbound				Taylor St Northbound				Taylor St Southbound				15-min Total	Rolling One Hour
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	354	21	0	56	91	0	0	0	0	0	522	0
4:15 PM	0	0	0	0	0	0	385	25	0	51	107	0	0	0	0	0	568	0
4:30 PM	0	0	0	0	0	0	393	19	0	67	97	0	0	0	0	0	576	0
4:45 PM	0	0	0	0	0	0	396	15	0	70	99	0	0	0	0	0	580	2,246
5:00 PM	0	0	0	0	0	0	398	26	0	56	97	0	0	0	0	0	577	2,301
5:15 PM	0	0	0	0	0	0	462	26	0	45	107	0	0	0	0	0	640	2,373
5:30 PM	0	0	0	0	0	0	432	22	0	41	119	0	0	0	0	0	614	2,411
5:45 PM	0	0	0	0	0	0	422	18	0	56	105	0	0	0	0	0	601	2,432
Count Total	0	0	0	0	0	0	3,242	172	0	442	822	0	0	0	0	0	4,678	0
Peak Hour	All	0	0	0	0	0	0	1,714	92	0	198	428	0	0	0	0	2,432	0
	HV	0	0	0	0	0	0	35	0	0	1	1	0	0	0	0	37	0
	HV%	-	-	-	-	-	-	2%	0%	-	1%	0%	-	-	-	-	2%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	0	7	1	0	8	0	0	0	0	0	21	31	11	25	88
4:15 PM	0	6	0	0	6	0	0	0	0	0	17	17	18	17	69
4:30 PM	0	6	1	0	7	0	0	0	0	0	25	28	15	20	88
4:45 PM	0	9	0	0	9	0	0	0	0	0	21	34	22	18	95
5:00 PM	0	7	0	0	7	0	0	1	0	1	33	22	18	21	94
5:15 PM	0	7	1	0	8	0	0	0	0	0	34	29	34	18	115
5:30 PM	0	11	0	0	11	0	1	0	0	1	28	28	19	29	104
5:45 PM	0	10	1	0	11	0	0	0	0	0	45	32	46	25	148
Count Total	0	63	4	0	67	0	1	1	0	2	224	221	183	173	801
Peak Hour	0	35	2	0	37	0	1	1	0	2	140	111	117	93	461

Two-Hour Count Summaries - Heavy Vehicles																			
Interval Start	Pine St				Pine St				Taylor St				Taylor St				15-min Total	Rolling One Hour	
	Eastbound				Westbound				Northbound				Southbound						
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT			
4:00 PM	0	0	0	0	0	0	7	0	0	1	0	0	0	0	0	0	0	8	0
4:15 PM	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	6	0
4:30 PM	0	0	0	0	0	0	6	0	0	1	0	0	0	0	0	0	0	7	0
4:45 PM	0	0	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	9	30
5:00 PM	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	7	29
5:15 PM	0	0	0	0	0	0	7	0	0	1	0	0	0	0	0	0	0	8	31
5:30 PM	0	0	0	0	0	0	11	0	0	0	0	0	0	0	0	0	0	11	35
5:45 PM	0	0	0	0	0	0	10	0	0	0	1	0	0	0	0	0	0	11	37
Count Total	0	0	0	0	0	0	63	0	0	3	1	0	0	0	0	0	0	67	0
Peak Hour	0	0	0	0	0	0	35	0	0	1	1	0	0	0	0	0	0	37	0

Two-Hour Count Summaries - Bikes																	
Interval Start	Pine St			Pine St			Taylor St			Taylor St			15-min Total	Rolling One Hour			
	Eastbound			Westbound			Northbound			Southbound							
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT					
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	1	1
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
5:30 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	2	2
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2
Count Total	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0
Peak Hour	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

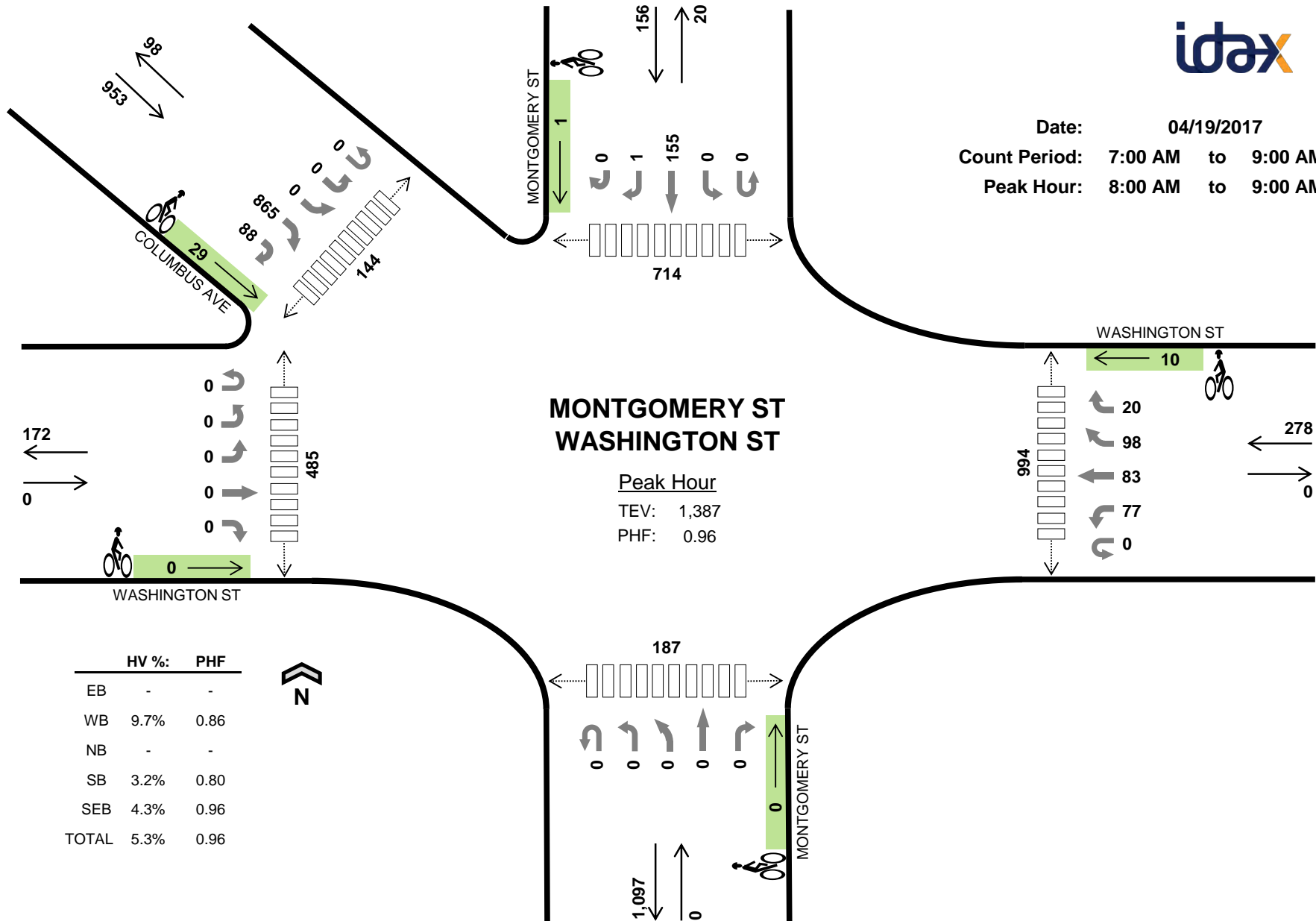


Date: 04/19/2017  
 Count Period: 7:00 AM to 9:00 AM  
 Peak Hour: 8:00 AM to 9:00 AM

# MONTGOMERY ST WASHINGTON ST

Peak Hour  
 TEV: 1,387  
 PHF: 0.96

	HV %:	PHF
EB	-	-
WB	9.7%	0.86
NB	-	-
SB	3.2%	0.80
SEB	4.3%	0.96
TOTAL	5.3%	0.96





## Two-Hour Count Summaries

Interval Start	WASHINGTON ST Eastbound					WASHINGTON ST Westbound					MONTGOMERY ST Northbound					MONTGOMERY ST Southbound					COLUMBUS AVE Southeastbound					15-min Total	Rolling One Hour
	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	LT	BL	TH	RT	UT	LT	TH	RT	HR	UT	HL	BL	BR	HR		
7:00 AM	0	1	0	0	0	0	9	11	13	4	0	0	0	0	0	0	0	20	0	1	0	0	0	188	10	257	0
7:15 AM	0	0	0	0	0	0	15	13	15	5	0	0	0	0	0	0	0	35	0	0	0	0	0	194	12	289	0
7:30 AM	0	0	0	0	0	0	15	22	18	1	0	0	0	0	0	0	0	25	0	0	0	0	0	230	10	321	0
7:45 AM	0	0	0	0	0	0	23	12	24	2	0	0	0	0	0	0	0	48	0	0	0	0	0	205	8	322	1,189
8:00 AM	0	0	0	0	0	0	11	19	29	4	0	0	0	0	0	0	0	25	0	0	0	0	0	225	23	336	1,268
8:15 AM	0	0	0	0	0	0	32	24	20	5	0	0	0	0	0	0	0	46	0	0	0	0	0	214	14	355	1,334
8:30 AM	0	0	0	0	0	0	15	21	25	6	0	0	0	0	0	0	0	36	0	0	0	0	0	206	25	334	1,347
8:45 AM	0	0	0	0	0	0	19	19	24	5	0	0	0	0	0	0	0	48	1	0	0	0	0	220	26	362	1,387
Count Total	0	1	0	0	0	0	139	141	168	32	0	0	0	0	0	0	0	283	1	1	0	0	0	1,682	128	2,576	0
Peak Hour	All	0	0	0	0	0	77	83	98	20	0	0	0	0	0	0	0	155	1	0	0	0	0	865	88	1,387	0
	HV	0	0	0	0	0	4	4	15	4	0	0	0	0	0	0	0	5	0	0	0	0	0	40	1	73	0
	HV%	-	-	-	-	-	5%	5%	15%	20%	-	-	-	-	-	-	-	3%	0%	-	-	-	-	5%	1%	5%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals						Bicycles						Pedestrians (Crossing Leg)					
	EB	WB	NB	SB	SEB	Total	EB	WB	NB	SB	SEB	Total	East	West	North	South	Northwest	Total
7:00 AM	1	4	0	0	11	16	0	1	0	0	1	2	56	16	47	17	5	141
7:15 AM	0	3	0	3	8	14	0	3	0	0	3	6	75	39	73	21	12	220
7:30 AM	0	5	0	0	12	17	0	0	0	2	2	4	133	60	102	22	19	336
7:45 AM	0	5	0	0	11	16	0	0	0	0	3	3	172	83	149	36	24	464
8:00 AM	0	4	0	0	14	18	0	2	0	0	7	9	185	99	134	41	25	484
8:15 AM	0	10	0	3	9	22	0	1	0	0	8	9	232	130	169	40	47	618
8:30 AM	0	8	0	1	8	17	0	4	0	0	8	12	287	125	197	58	31	698
8:45 AM	0	5	0	1	10	16	0	3	0	1	6	10	290	131	214	48	41	724
Count Total	1	44	0	8	83	136	0	14	0	3	38	55	1,430	683	1,085	283	204	3,685
Peak Hr	0	27	0	5	41	73	0	10	0	1	29	40	994	485	714	187	144	2,524

## Two-Hour Count Summaries - Heavy Vehicles

Interval Start	WASHINGTON ST					WASHINGTON ST					MONTGOMERY ST					MONTGOMERY ST					n/a					15-min Total	Rolling One Hour
	Eastbound					Westbound					Northbound					Southbound					Southeastbound						
	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	LT	BL	TH	RT	UT	LT	TH	RT	HR	UT	HL	BL	BR	HR		
7:00 AM	0	1	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	1	16	0
7:15 AM	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	3	0	0	0	0	0	8	0	14	0
7:30 AM	0	0	0	0	0	0	0	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	17	0
7:45 AM	0	0	0	0	0	0	2	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	1	16	63
8:00 AM	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	0	18	65
8:15 AM	0	0	0	0	0	0	1	3	4	2	0	0	0	0	0	0	0	3	0	0	0	0	0	9	0	22	73
8:30 AM	0	0	0	0	0	0	0	1	6	1	0	0	0	0	0	0	0	1	0	0	0	0	0	8	0	17	73
8:45 AM	0	0	0	0	0	0	2	0	2	1	0	0	0	0	0	0	0	1	0	0	0	0	0	9	1	16	73
Count Total	0	1	0	0	0	0	7	9	24	4	0	0	0	0	0	0	0	8	0	0	0	0	0	80	3	136	0
Peak Hour	0	0	0	0	0	0	4	4	15	4	0	0	0	0	0	0	0	5	0	0	0	0	0	40	1	73	0

## Two-Hour Count Summaries - Bikes

Interval Start	WASHINGTON ST					WASHINGTON ST					MONTGOMERY ST					MONTGOMERY ST					n/a					15-min Total	Rolling One Hour
	Eastbound					Westbound					Northbound					Southbound					Southeastbound						
	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	LT	BL	TH	RT	UT	LT	TH	RT	HR	UT	HL	BL	BR	HR		
7:00 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2	0
7:15 AM	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	6	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	0	4	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	15
8:00 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	9	22
8:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	9	25
8:30 AM	0	0	0	0	0	0	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	12	33
8:45 AM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	6	0	10	40
Count Total	0	0	0	0	0	0	10	2	0	2	0	0	0	0	0	0	0	3	0	0	0	0	0	38	0	55	0
Peak Hour	0	0	0	0	0	0	9	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	29	0	40	0



Date: 04/19/2017

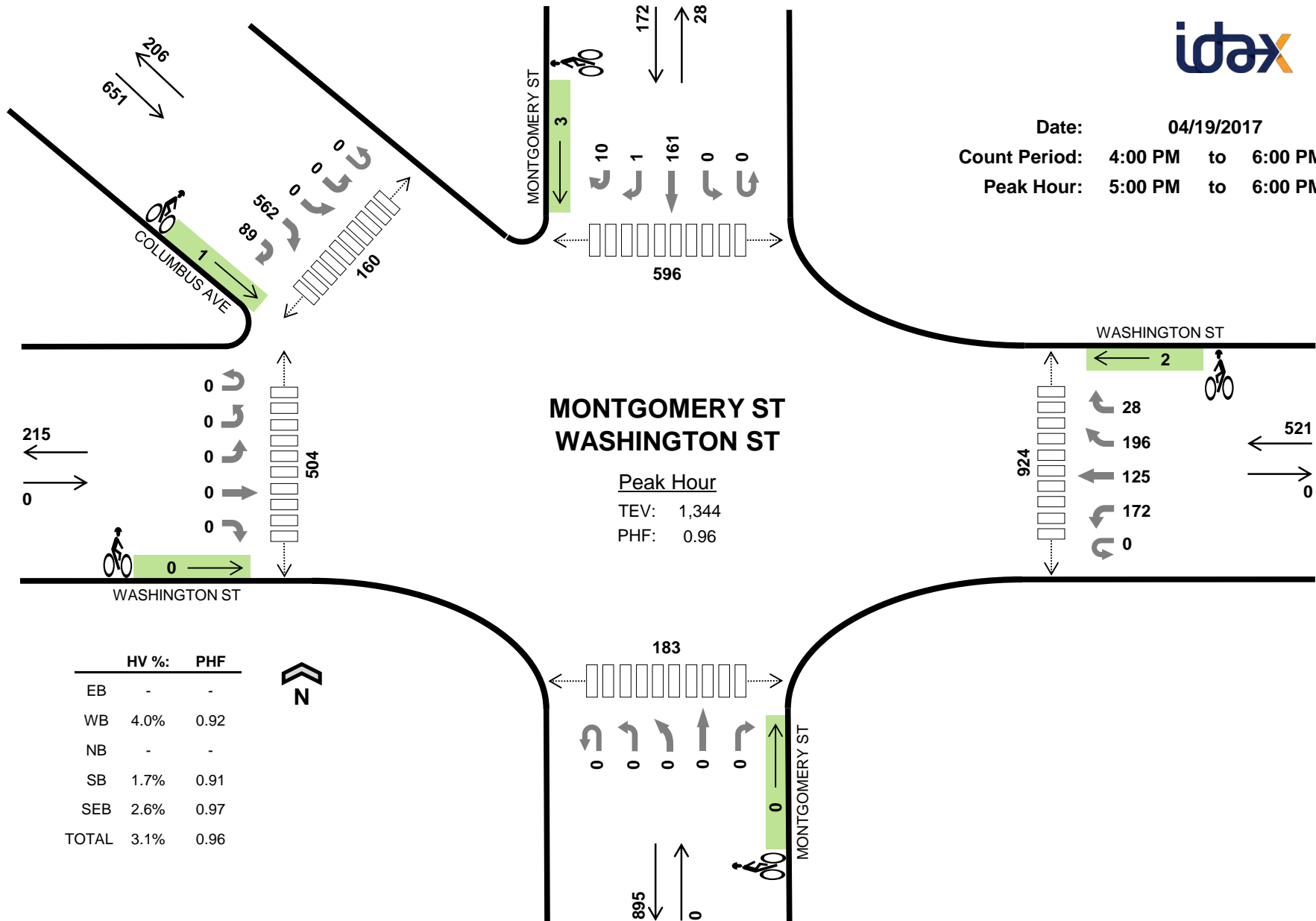
Count Period: 4:00 PM to 6:00 PM

Peak Hour: 5:00 PM to 6:00 PM

# MONTGOMERY ST WASHINGTON ST

Peak Hour  
TEV: 1,344  
PHF: 0.96

	HV %:	PHF
EB	-	-
WB	4.0%	0.92
NB	-	-
SB	1.7%	0.91
SEB	2.6%	0.97
TOTAL	3.1%	0.96



## Two-Hour Count Summaries

Interval Start	WASHINGTON ST Eastbound					WASHINGTON ST Westbound					MONTGOMERY ST Northbound					MONTGOMERY ST Southbound					COLUMBUS AVE Southeastbound					15-min Total	Rolling One Hour
	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	LT	BL	TH	RT	UT	LT	TH	RT	HR	UT	HL	BL	BR	HR		
4:00 PM	0	0	0	0	0	0	25	24	33	5	0	0	0	0	0	0	0	25	1	9	0	0	0	115	19	256	0
4:15 PM	0	0	0	0	0	0	23	25	26	11	0	0	0	0	0	0	0	41	0	1	0	0	0	117	20	264	0
4:30 PM	0	0	0	0	0	0	25	21	42	8	0	0	0	0	0	0	0	32	0	1	0	0	0	118	24	271	0
4:45 PM	0	0	0	0	0	0	34	28	32	11	0	0	0	0	0	0	0	29	0	0	0	0	0	157	28	319	1,110
5:00 PM	0	0	0	0	0	0	38	31	43	3	0	0	0	0	0	0	0	32	0	2	0	0	0	136	25	310	1,164
5:15 PM	0	0	0	0	0	0	50	27	52	5	0	0	0	0	0	0	0	39	1	5	0	0	0	139	21	339	1,239
5:30 PM	0	0	0	0	0	0	43	32	49	6	0	0	0	0	0	0	0	45	0	1	0	0	0	147	21	344	1,312
5:45 PM	0	0	0	0	0	0	41	35	52	14	0	0	0	0	0	0	0	45	0	2	0	0	0	140	22	351	1,344
Count Total	0	0	0	0	0	0	279	223	329	63	0	0	0	0	0	0	0	288	2	21	0	0	0	1,069	180	2,454	0
Peak Hour	All	0	0	0	0	0	172	125	196	28	0	0	0	0	0	0	0	161	1	10	0	0	0	562	89	1,344	0
	HV	0	0	0	0	0	3	2	16	0	0	0	0	0	0	0	0	3	0	0	0	0	0	16	1	41	0
	HV%	-	-	-	-	-	2%	2%	8%	0%	-	-	-	-	-	-	-	2%	0%	0%	-	-	-	3%	1%	3%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals						Bicycles						Pedestrians (Crossing Leg)					
	EB	WB	NB	SB	SEB	Total	EB	WB	NB	SB	SEB	Total	East	West	North	South	Northwest	Total
4:00 PM	0	3	0	1	6	10	0	0	0	0	1	1	95	73	48	33	17	266
4:15 PM	0	3	0	0	6	9	0	0	0	0	3	3	111	87	72	32	22	324
4:30 PM	0	6	0	0	8	14	0	1	0	0	0	1	137	97	70	49	27	380
4:45 PM	0	6	0	0	5	11	0	1	0	1	0	2	142	85	87	40	33	387
5:00 PM	0	5	0	1	4	10	0	1	0	1	1	3	197	125	87	40	37	486
5:15 PM	0	5	0	1	5	11	0	0	0	1	0	1	238	138	107	46	34	563
5:30 PM	0	4	0	0	4	8	0	0	0	0	0	0	252	119	201	53	42	667
5:45 PM	0	7	0	1	4	12	0	1	0	1	0	2	237	122	201	44	47	651
Count Total	0	39	0	4	42	85	0	4	0	4	5	13	1,409	846	873	337	259	3,724
Peak Hr	0	21	0	3	17	41	0	2	0	3	1	6	924	504	596	183	160	2,367

## Two-Hour Count Summaries - Heavy Vehicles

Interval Start	WASHINGTON ST					WASHINGTON ST					MONTGOMERY ST					MONTGOMERY ST					n/a					15-min Total	Rolling One Hour
	Eastbound					Westbound					Northbound					Southbound					Southeastbound						
	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	LT	BL	TH	RT	UT	LT	TH	RT	HR	UT	HL	BL	BR	HR		
4:00 PM	0	0	0	0	0	0	1	0	2	0	0	0	0	0	0	0	0	0	0	1	0	0	0	6	0	10	0
4:15 PM	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	9	0
4:30 PM	0	0	0	0	0	0	3	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	1	14	0
4:45 PM	0	0	0	0	0	0	1	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	11	44
5:00 PM	0	0	0	0	0	0	1	1	3	0	0	0	0	0	0	0	0	1	0	0	0	0	0	4	0	10	44
5:15 PM	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	1	0	0	0	0	0	4	1	11	46
5:30 PM	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	8	40
5:45 PM	0	0	0	0	0	0	1	1	5	0	0	0	0	0	0	0	0	1	0	0	0	0	0	4	0	12	41
Count Total	0	0	0	0	0	0	8	6	25	0	0	0	0	0	0	0	0	3	0	1	0	0	0	40	2	85	0
Peak Hour	0	0	0	0	0	0	3	2	16	0	0	0	0	0	0	0	0	3	0	0	0	0	0	16	1	41	0

## Two-Hour Count Summaries - Bikes

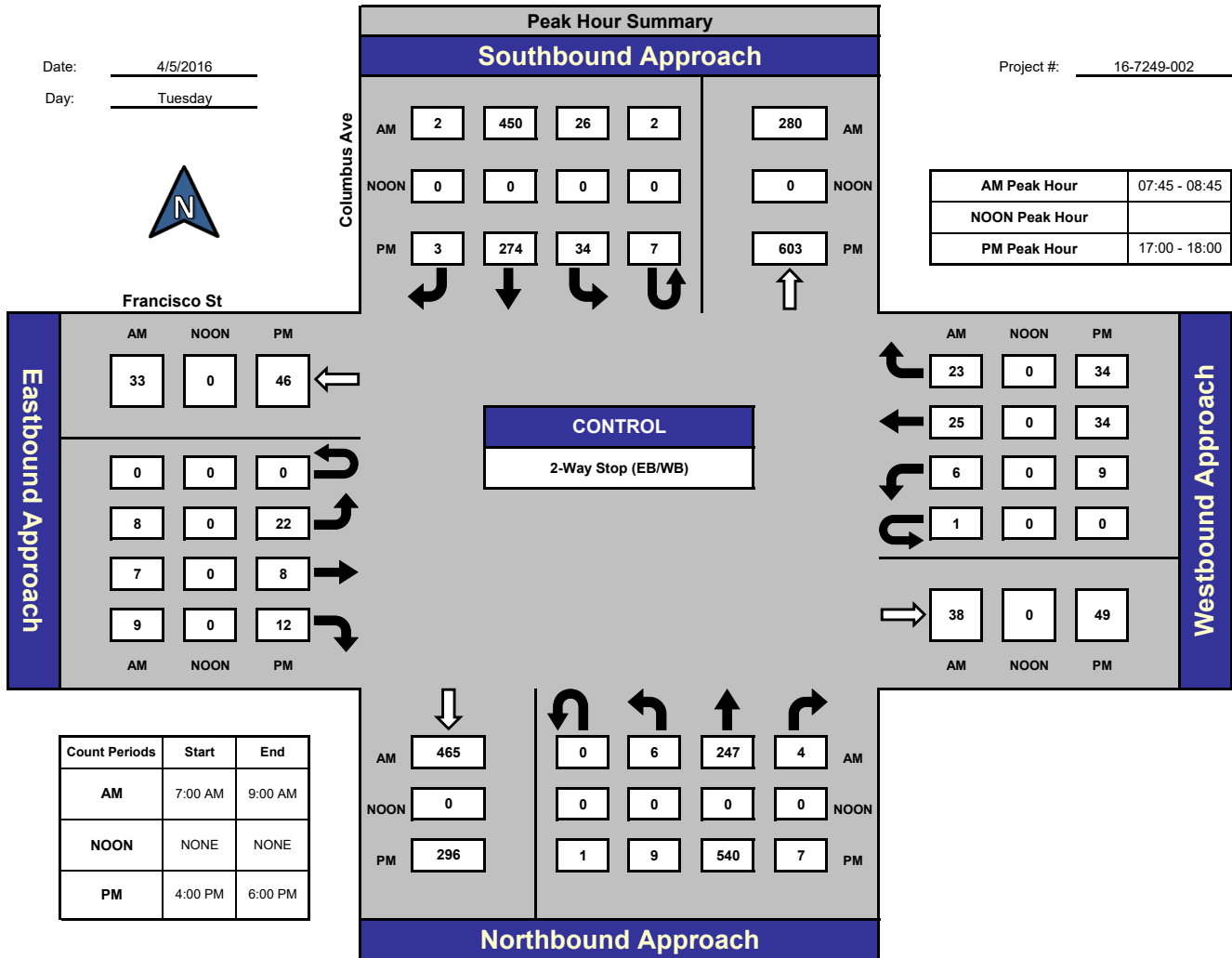
Interval Start	WASHINGTON ST					WASHINGTON ST					MONTGOMERY ST					MONTGOMERY ST					n/a					15-min Total	Rolling One Hour
	Eastbound					Westbound					Northbound					Southbound					Southeastbound						
	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	LT	BL	TH	RT	UT	LT	TH	RT	HR	UT	HL	BL	BR	HR		
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	0
4:30 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
4:45 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2	7
5:00 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	3	9
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	7
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
5:45 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2	6
Count Total	0	0	0	0	0	0	2	0	1	1	0	0	0	0	0	0	0	4	0	0	0	0	5	0	0	13	0
Peak Hour	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	3	0	0	0	0	1	0	0	6	0

# Columbus Ave & Francisco St

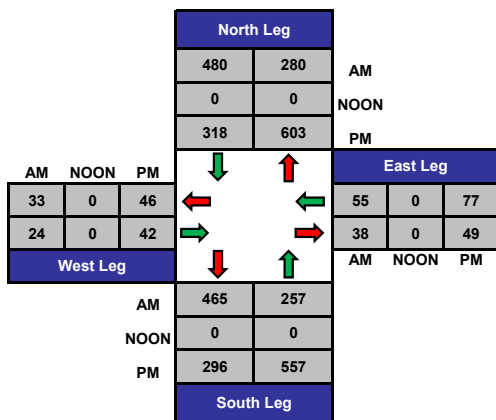
Date: 4/5/2016

Day: Tuesday

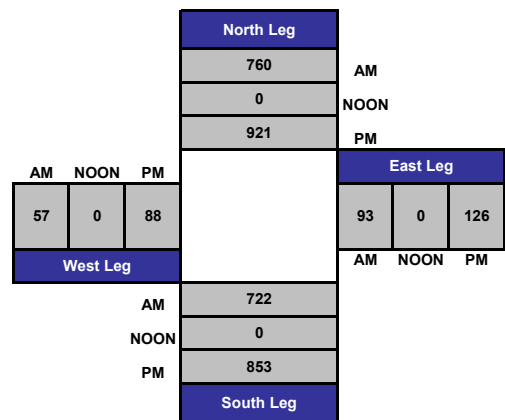
Project #: 16-7249-002



## Total Ins & Outs



## Total Volume Per Leg

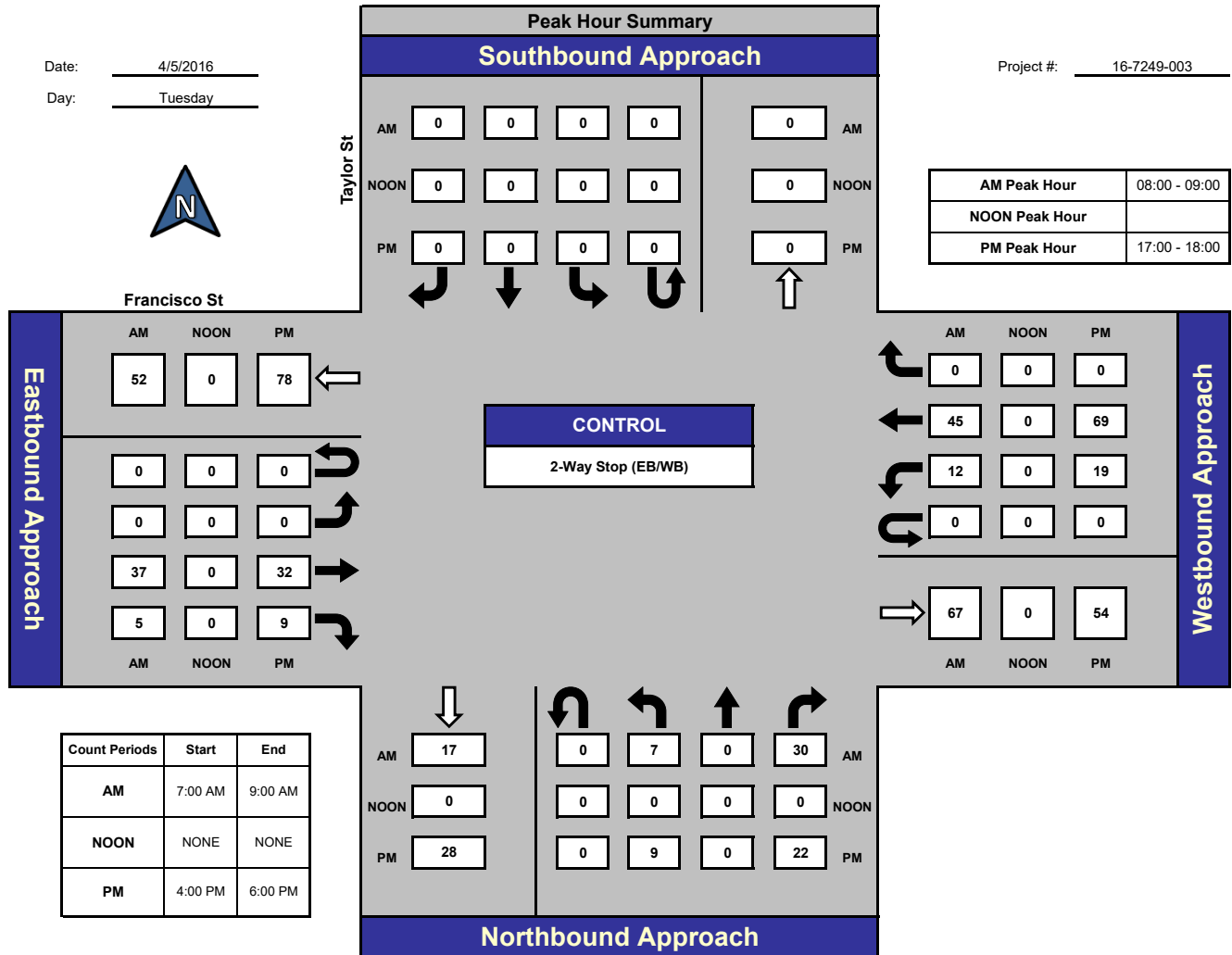


# Taylor St & Francisco St

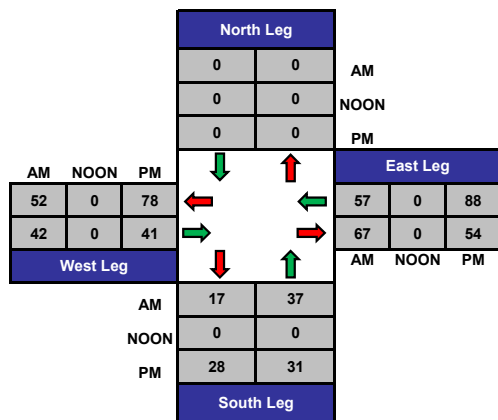
Date: 4/5/2016

Day: Tuesday

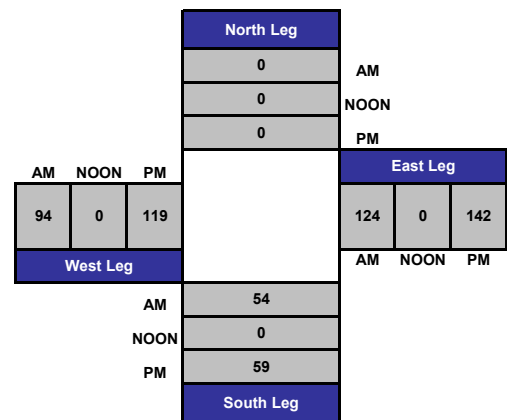
Project #: 16-7249-003

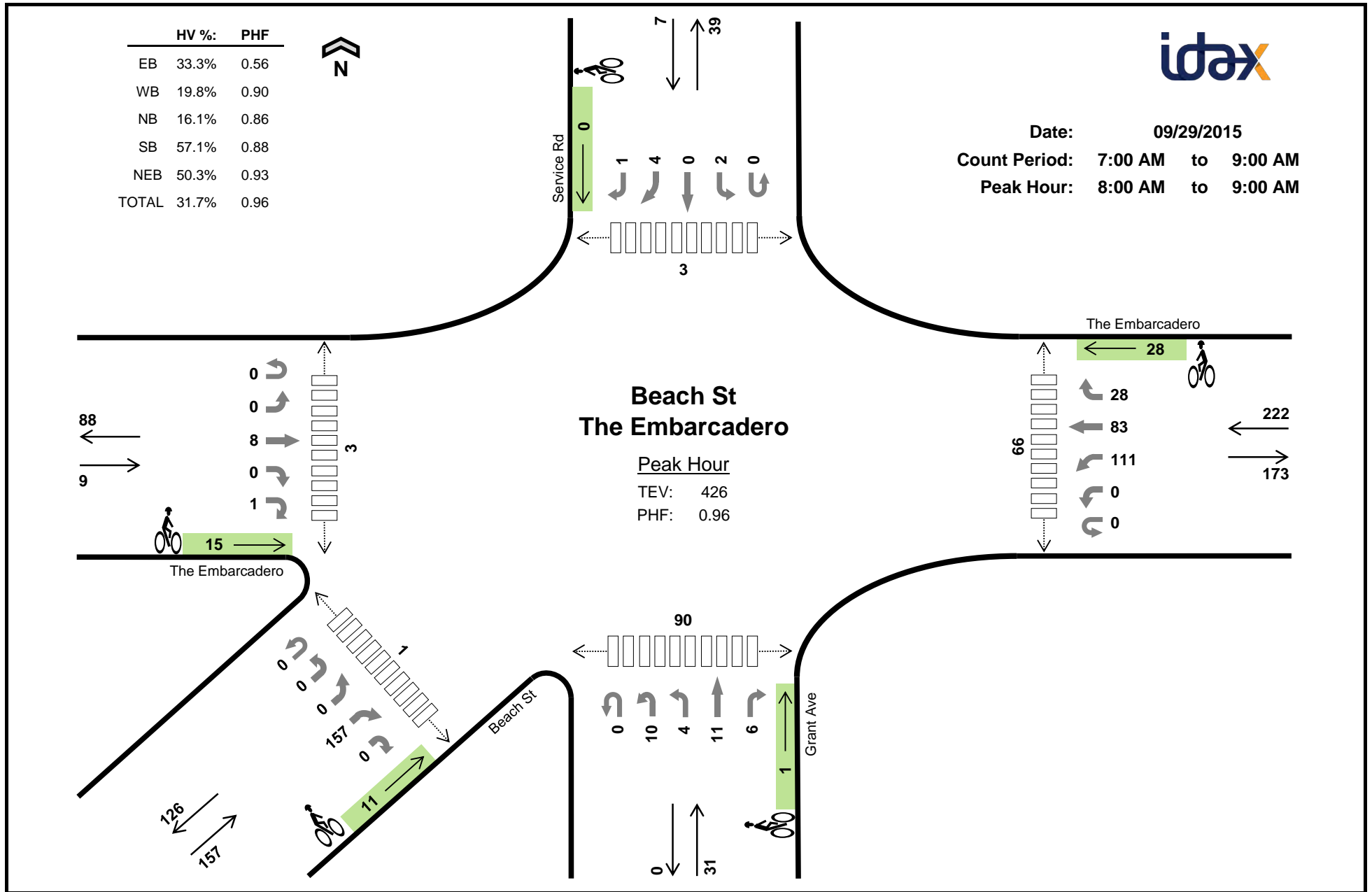


## Total Ins & Outs



## Total Volume Per Leg







## Two-Hour Count Summaries

Interval Start		The Embarcadero Eastbound					The Embarcadero Westbound					Grant Ave Northbound					Service Rd Southbound					Beach St Northeastbound					15-min Total	Rolling One Hour
		UT	LT	TH	RT	HR	UT	LT	BL	TH	RT	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	HL	BL	BR	HR		
7:00 AM		0	0	4	0	0	0	0	19	28	6	0	0	2	2	1	0	0	0	0	0	0	0	0	29	0	91	0
7:15 AM		0	0	6	0	0	0	0	20	30	7	0	0	1	3	0	0	0	0	1	0	0	0	0	26	0	94	0
7:30 AM		1	0	3	0	0	0	0	29	24	8	0	0	0	3	0	0	0	0	1	0	0	1	0	38	0	108	0
7:45 AM		0	0	4	0	0	0	0	29	19	2	0	1	1	2	0	0	0	0	4	1	0	0	0	23	0	86	379
8:00 AM		0	0	1	0	0	0	0	30	22	6	0	0	1	2	1	0	2	0	0	0	0	0	0	41	0	106	394
8:15 AM		0	0	2	0	1	0	0	23	26	4	0	3	1	5	0	0	0	0	2	0	0	0	0	42	0	109	409
8:30 AM		0	0	4	0	0	0	0	30	19	13	0	3	2	1	3	0	0	0	1	0	0	0	0	35	0	111	412
8:45 AM		0	0	1	0	0	0	0	28	16	5	0	4	0	3	2	0	0	0	1	1	0	0	0	39	0	100	426
Count Total		1	0	25	0	1	0	0	208	184	51	0	11	8	21	7	0	2	0	10	2	0	1	0	273	0	805	0
Peak Hour	All	0	0	8	0	1	0	0	111	83	28	0	10	4	11	6	0	2	0	4	1	0	0	0	157	0	426	0
	HV	0	0	3	0	0	0	0	10	24	10	0	1	0	4	0	0	1	0	2	1	0	0	0	79	0	135	0
	HV%	-	-	38%	-	0%	-	-	9%	29%	36%	-	10%	0%	36%	0%	-	50%	-	50%	100%	-	-	-	50%	-	32%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

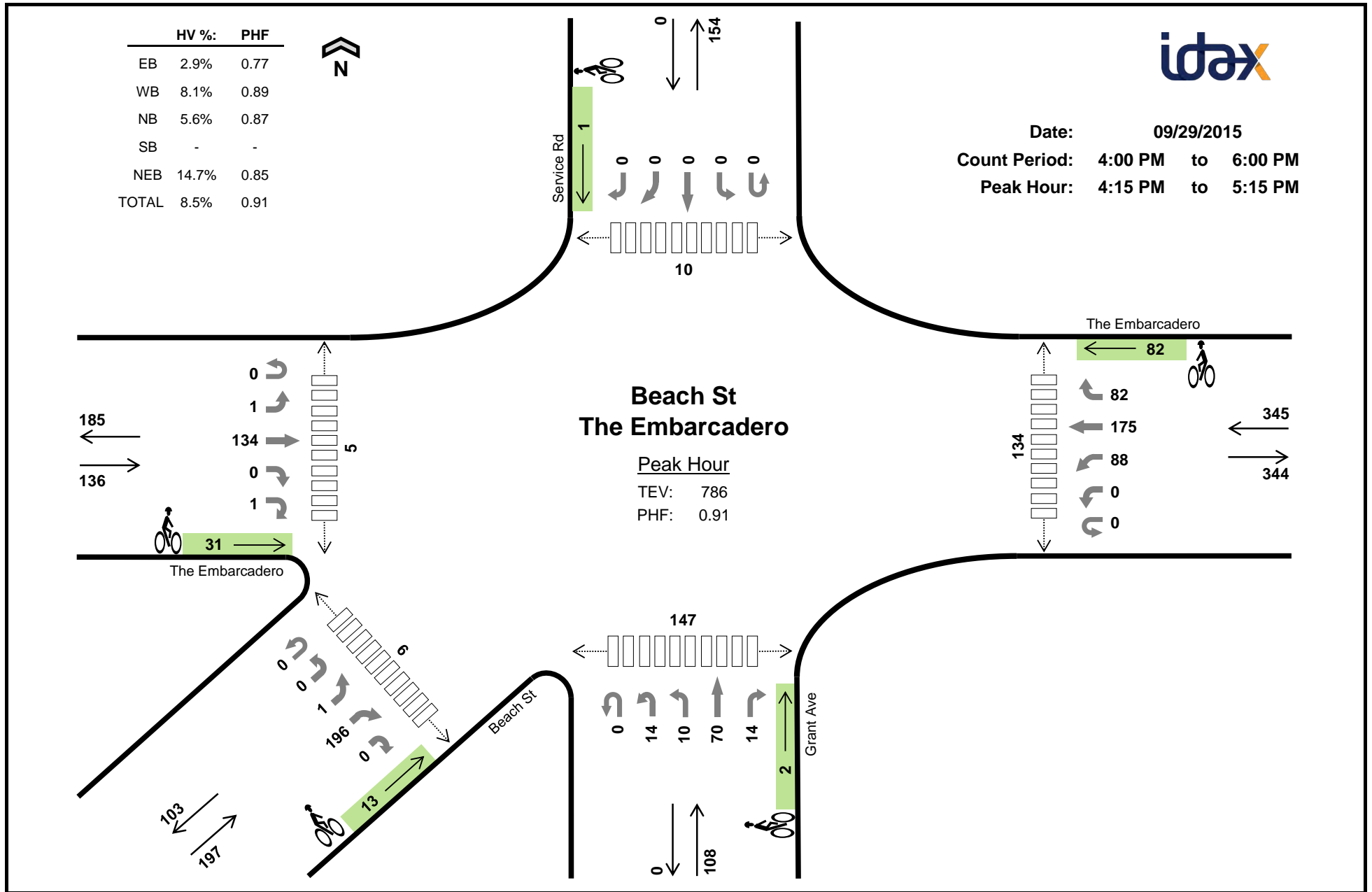
Interval Start	Heavy Vehicle Totals						Bicycles						Pedestrians (Crossing Leg)					
	EB	WB	NB	SB	NEB	Total	EB	WB	NB	SB	NEB	Total	East	West	North	South	Southwest	Total
7:00 AM	1	7	0	0	15	23	0	4	0	0	1	5	1	3	0	5	0	9
7:15 AM	0	3	2	0	8	13	0	2	0	0	0	2	4	5	0	5	0	14
7:30 AM	1	12	1	0	10	24	0	8	0	0	0	8	4	3	0	6	0	13
7:45 AM	0	11	1	3	9	24	3	6	0	0	2	11	12	4	0	21	0	37
8:00 AM	0	11	0	1	17	29	3	7	0	0	2	12	5	0	1	10	0	16
8:15 AM	0	13	5	1	20	39	5	10	0	0	2	17	29	2	0	34	0	65
8:30 AM	2	11	0	0	20	33	5	7	1	0	4	17	12	0	0	20	1	33
8:45 AM	1	9	0	2	22	34	2	4	0	0	3	9	20	1	2	26	0	49
Count Total	5	77	9	7	121	219	18	48	1	0	14	81	87	18	3	127	1	236
Peak Hr	3	44	5	4	79	135	15	28	1	0	11	55	66	3	3	90	1	163

## Two-Hour Count Summaries - Heavy Vehicles

Interval Start	The Embarcadero Eastbound					The Embarcadero Westbound					Grant Ave Northbound					Service Rd Southbound					Beach St Northeastbound					15-min Total	Rolling One Hour
	UT	LT	TH	RT	HR	UT	LT	BL	TH	RT	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	HL	BL	BR	HR		
7:00 AM	0	0	1	0	0	0	0	0	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	15	0	23	0
7:15 AM	0	0	0	0	0	0	0	0	3	0	0	0	1	1	0	0	0	0	0	0	0	0	0	8	0	13	0
7:30 AM	0	0	1	0	0	0	0	2	6	4	0	0	0	1	0	0	0	0	0	0	0	0	0	10	0	24	0
7:45 AM	0	0	0	0	0	0	0	3	8	0	0	0	0	1	0	0	0	0	2	1	0	0	0	9	0	24	84
8:00 AM	0	0	0	0	0	0	0	0	7	4	0	0	0	0	0	0	1	0	0	0	0	0	0	17	0	29	90
8:15 AM	0	0	0	0	0	0	0	3	9	1	0	1	0	4	0	0	0	0	1	0	0	0	0	20	0	39	116
8:30 AM	0	0	2	0	0	0	0	2	4	5	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	33	125
8:45 AM	0	0	1	0	0	0	0	5	4	0	0	0	0	0	0	0	0	0	1	1	0	0	0	22	0	34	135
Count Total	0	0	5	0	0	0	0	15	46	16	0	1	1	7	0	0	1	0	4	2	0	0	0	121	0	219	0
Peak Hour	0	0	3	0	0	0	0	10	24	10	0	1	0	4	0	0	1	0	2	1	0	0	0	79	0	135	0

## Two-Hour Count Summaries - Bikes

Interval Start	The Embarcadero Eastbound					The Embarcadero Westbound					Grant Ave Northbound					Service Rd Southbound					Beach St Northeastbound					15-min Total	Rolling One Hour
	UT	LT	TH	RT	HR	UT	LT	BL	TH	RT	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	HL	BL	BR	HR		
7:00 AM	0	0	0	0	0	0	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	5	0
7:15 AM	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
7:30 AM	0	0	0	0	0	0	0	3	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0
7:45 AM	0	0	3	0	0	0	0	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	11	26
8:00 AM	0	0	3	0	0	0	0	3	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	12	33
8:15 AM	0	0	5	0	0	0	0	2	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	17	48
8:30 AM	0	0	5	0	0	0	0	1	6	0	0	0	0	0	1	0	0	0	0	0	0	0	0	4	0	17	57
8:45 AM	0	0	2	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	9	55
Count Total	0	0	18	0	0	0	0	13	32	3	0	0	0	0	1	0	0	0	0	0	0	0	0	14	0	81	0
Peak Hour	0	0	15	0	0	0	0	6	19	3	0	0	0	0	1	0	0	0	0	0	0	0	0	11	0	55	0



## Two-Hour Count Summaries

Interval Start		The Embarcadero Eastbound					The Embarcadero Westbound					Grant Ave Northbound					Service Rd Southbound					Beach St Northeastbound					15-min Total	Rolling One Hour
		UT	LT	TH	RT	HR	UT	LT	BL	TH	RT	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	HL	BL	BR	HR		
4:00 PM		0	0	42	0	1	0	0	15	38	14	0	2	4	22	5	0	0	0	1	0	0	0	0	37	0	181	0
4:15 PM		0	0	36	0	0	0	0	28	48	21	0	1	1	11	4	0	0	0	0	0	0	0	0	49	0	199	0
4:30 PM		0	1	42	0	1	0	0	19	47	20	0	3	3	23	2	0	0	0	0	0	0	0	1	55	0	217	0
4:45 PM		0	0	24	0	0	0	0	22	42	17	0	5	4	16	5	0	0	0	0	0	0	0	0	34	0	169	766
5:00 PM		0	0	32	0	0	0	0	19	38	24	0	5	2	20	3	0	0	0	0	0	0	0	0	58	0	201	786
5:15 PM		0	0	26	0	1	0	0	23	35	12	0	4	0	11	5	0	0	0	0	0	0	0	0	42	0	159	746
5:30 PM		0	0	38	0	0	0	0	19	42	21	0	4	1	13	5	0	0	0	0	0	0	0	0	40	0	183	712
5:45 PM		0	0	31	0	0	0	0	19	37	17	0	2	1	12	0	0	0	0	0	0	0	0	0	51	0	170	713
Count Total		0	1	271	0	3	0	0	164	327	146	0	26	16	128	29	0	0	0	1	0	0	0	1	366	0	1,479	0
Peak Hour	All	0	1	134	0	1	0	0	88	175	82	0	14	10	70	14	0	0	0	0	0	0	0	1	196	0	786	0
	HV	0	1	3	0	0	0	0	2	14	12	0	1	0	5	0	0	0	0	0	0	0	0	1	28	0	67	0
	HV%	-	100%	2%	-	0%	-	-	2%	8%	15%	-	7%	0%	7%	0%	-	-	-	-	-	-	-	100%	14%	-	9%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals						Bicycles						Pedestrians (Crossing Leg)					
	EB	WB	NB	SB	NEB	Total	EB	WB	NB	SB	NEB	Total	East	West	North	South	Southwest	Total
4:00 PM	1	9	2	0	4	16	0	20	0	1	3	24	17	0	2	29	1	49
4:15 PM	0	7	0	0	9	16	19	36	0	0	2	57	51	4	8	57	4	124
4:30 PM	3	9	4	0	8	24	4	17	0	0	3	24	48	0	2	36	0	86
4:45 PM	0	6	2	0	5	13	2	17	1	0	3	23	27	1	0	39	2	69
5:00 PM	1	6	0	0	7	14	6	12	1	1	5	25	8	0	0	15	0	23
5:15 PM	2	9	1	0	6	18	1	22	0	0	2	25	34	7	0	52	0	93
5:30 PM	1	9	3	0	5	18	4	50	0	0	4	58	24	13	0	28	1	66
5:45 PM	1	3	0	0	2	6	1	17	0	0	1	19	38	3	0	38	0	79
Count Total	9	58	12	0	46	125	37	191	2	2	23	255	247	28	12	294	8	589
Peak Hr	4	28	6	0	29	67	31	82	2	1	13	129	134	5	10	147	6	302

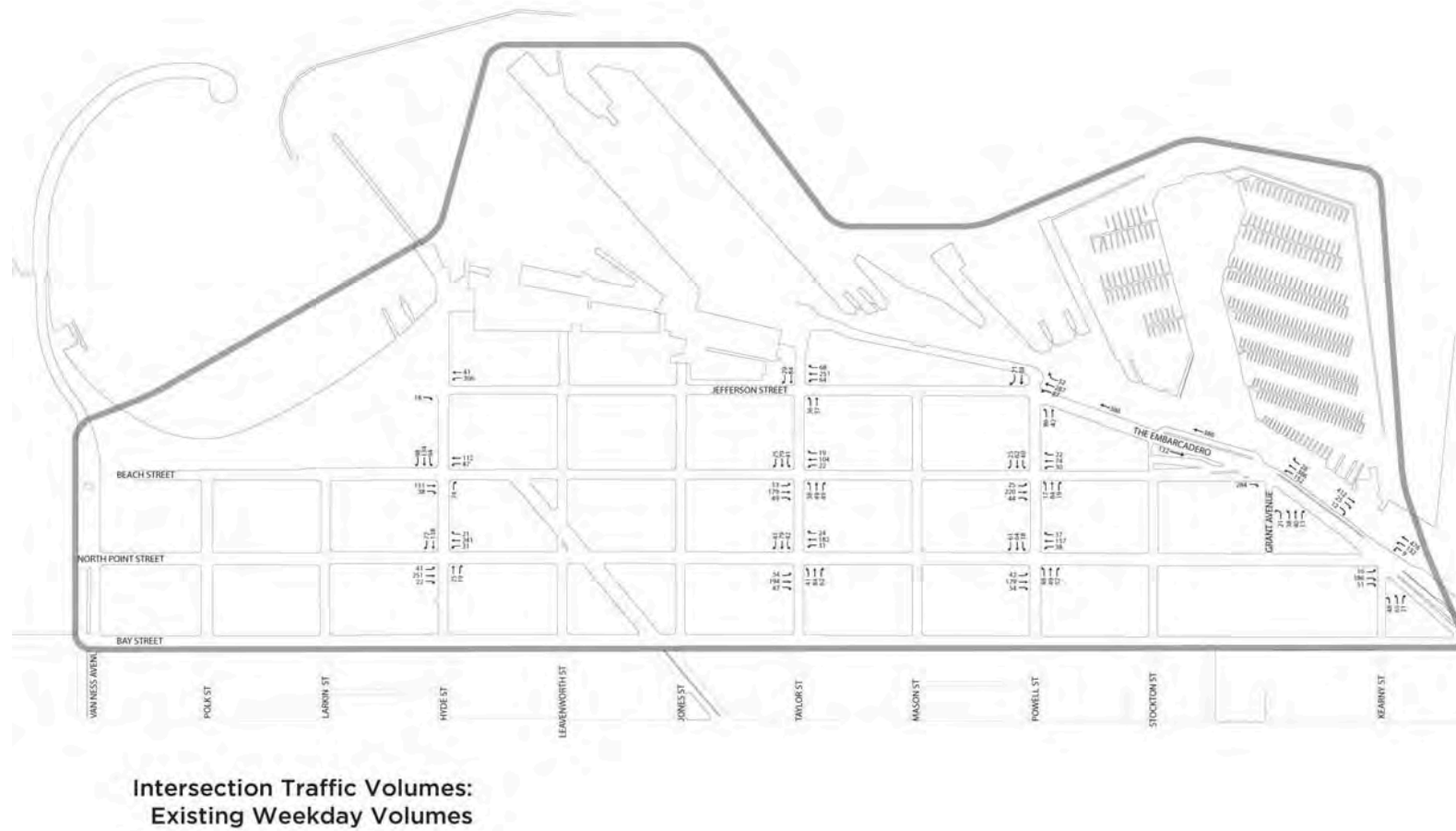
## Two-Hour Count Summaries - Heavy Vehicles

Interval Start	The Embarcadero Eastbound					The Embarcadero Westbound					Grant Ave Northbound					Service Rd Southbound					Beach St Northeastbound					15-min Total	Rolling One Hour
	UT	LT	TH	RT	HR	UT	LT	BL	TH	RT	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	HL	BL	BR	HR		
4:00 PM	0	0	1	0	0	0	0	0	7	2	0	1	1	0	0	0	0	0	0	0	0	0	0	4	0	16	0
4:15 PM	0	0	0	0	0	0	0	1	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0	16	0
4:30 PM	0	1	2	0	0	0	0	0	3	6	0	0	0	4	0	0	0	0	0	0	0	0	1	7	0	24	0
4:45 PM	0	0	0	0	0	0	0	0	4	2	0	1	0	1	0	0	0	0	0	0	0	0	0	5	0	13	69
5:00 PM	0	0	1	0	0	0	0	1	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	14	67
5:15 PM	0	0	2	0	0	0	0	0	8	1	0	0	0	1	0	0	0	0	0	0	0	0	0	6	0	18	69
5:30 PM	0	0	1	0	0	0	0	2	2	5	0	1	0	2	0	0	0	0	0	0	0	0	0	5	0	18	63
5:45 PM	0	0	1	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	6	56
Count Total	0	1	8	0	0	0	0	5	33	20	0	3	1	8	0	0	0	0	0	0	0	0	1	45	0	125	0
Peak Hour	0	1	3	0	0	0	0	2	14	12	0	1	0	5	0	0	0	0	0	0	0	0	1	28	0	67	0

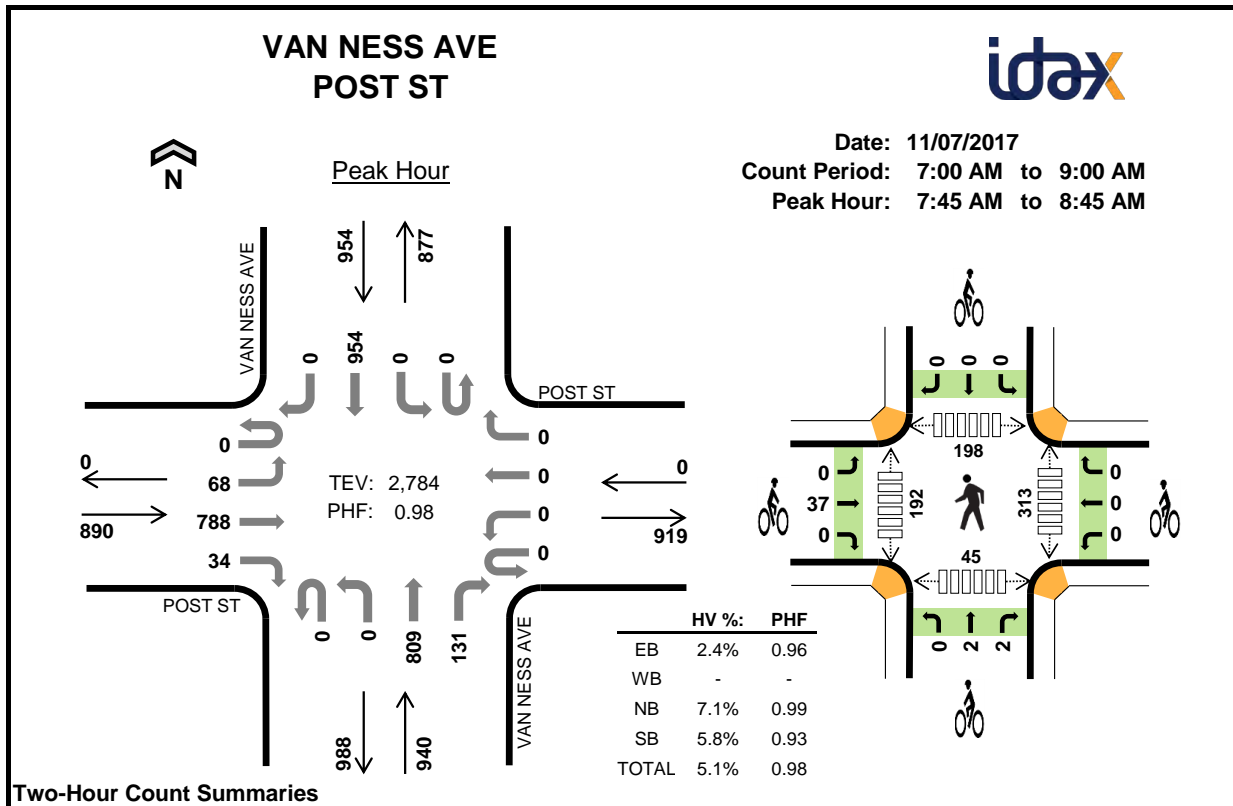
## Two-Hour Count Summaries - Bikes

Interval Start	The Embarcadero Eastbound					The Embarcadero Westbound					Grant Ave Northbound					Service Rd Southbound					Beach St Northeastbound					15-min Total	Rolling One Hour
	UT	LT	TH	RT	HR	UT	LT	BL	TH	RT	UT	HL	LT	TH	RT	UT	LT	TH	BR	RT	UT	HL	BL	BR	HR		
4:00 PM	0	0	0	0	0	0	0	3	11	6	0	0	0	0	0	0	0	0	0	1	0	0	0	3	0	24	0
4:15 PM	0	0	19	0	0	0	0	0	24	12	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	57	0
4:30 PM	0	0	4	0	0	0	0	6	9	2	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	24	0
4:45 PM	0	1	1	0	0	0	0	0	17	0	0	0	1	0	0	0	0	0	0	0	0	0	1	2	0	23	128
5:00 PM	0	0	6	0	0	0	0	0	11	1	0	0	1	0	0	0	1	0	0	0	0	0	0	5	0	25	129
5:15 PM	0	0	1	0	0	0	0	4	14	4	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	25	97
5:30 PM	0	0	4	0	0	0	0	3	37	10	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	58	131
5:45 PM	0	0	1	0	0	0	0	4	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	19	127
Count Total	0	1	36	0	0	0	0	20	136	35	0	0	2	0	0	0	1	0	0	1	0	0	1	22	0	255	0
Peak Hour	0	1	30	0	0	0	0	6	61	15	0	0	2	0	0	0	1	0	0	0	0	0	1	12	0	129	0

**Figure E.5.6d: Weekday Peak Hour Traffic Volumes**



Source: San Francisco Planning Department, 2011



Interval Start	POST ST Eastbound				POST ST Westbound				VAN NESS AVE Northbound				VAN NESS AVE Southbound				15-min Total	Rolling One Hour
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	5	89	2	0	0	0	0	0	0	98	26	0	0	216	0	436	0
7:15 AM	0	6	115	7	0	0	0	0	0	0	158	36	0	0	260	0	582	0
7:30 AM	0	7	148	5	0	0	0	0	0	0	179	32	0	1	279	0	651	0
7:45 AM	0	19	190	6	0	0	0	0	0	0	200	33	0	0	256	0	704	2,373
8:00 AM	0	24	190	6	0	0	0	0	0	0	206	27	0	0	256	0	709	2,646
8:15 AM	0	8	214	9	0	0	0	0	0	0	200	36	0	0	237	0	704	2,768
8:30 AM	0	17	194	13	0	0	0	0	0	0	203	35	0	0	205	0	667	2,784
8:45 AM	0	21	179	11	0	0	0	0	0	0	200	23	0	0	219	0	653	2,733
Count Total	0	107	1,319	59	0	0	0	0	0	0	1,444	248	0	1	1,928	0	5,106	0
Peak Hour	All	0	68	788	34	0	0	0	0	0	809	131	0	0	954	0	2,784	0
	HV	0	1	14	6	0	0	0	0	0	57	10	0	0	55	0	143	0
	HV%	-	1%	2%	18%	-	-	-	-	-	7%	8%	-	-	6%	-	5%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

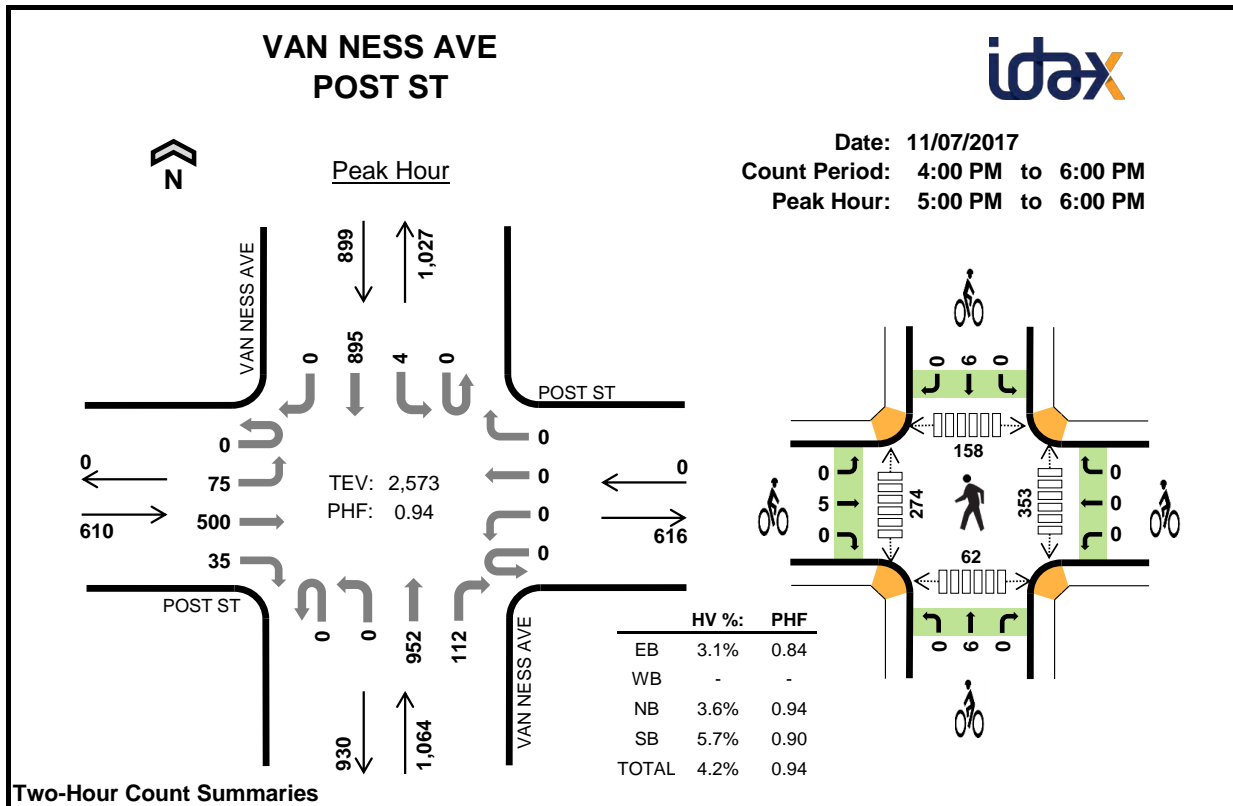
Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	6	0	18	7	31	3	0	1	0	4	41	22	28	9	100
7:15 AM	5	0	22	6	33	6	0	0	0	6	64	23	38	9	134
7:30 AM	4	0	15	13	32	4	0	1	1	6	71	44	54	8	177
7:45 AM	4	0	15	15	34	8	0	1	0	9	79	45	52	7	183
8:00 AM	3	0	16	13	32	15	0	2	0	17	50	47	52	4	153
8:15 AM	7	0	17	12	36	6	0	0	0	6	79	52	47	14	192
8:30 AM	7	0	19	15	41	8	0	1	0	9	105	48	47	20	220
8:45 AM	7	0	19	15	41	13	0	0	1	14	65	49	40	4	158
Count Total	43	0	141	96	280	63	0	6	2	71	554	330	358	75	1,317
Peak Hour	21	0	67	55	143	37	0	4	0	41	313	192	198	45	748

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	POST ST				POST ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	1	5	0	0	0	0	0	0	0	15	3	0	0	7	0	31	0
7:15 AM	0	0	4	1	0	0	0	0	0	0	22	0	0	0	6	0	33	0
7:30 AM	0	0	4	0	0	0	0	0	0	0	13	2	0	0	13	0	32	0
7:45 AM	0	0	3	1	0	0	0	0	0	0	14	1	0	0	15	0	34	130
8:00 AM	0	0	2	1	0	0	0	0	0	0	13	3	0	0	13	0	32	131
8:15 AM	0	0	5	2	0	0	0	0	0	0	14	3	0	0	12	0	36	134
8:30 AM	0	1	4	2	0	0	0	0	0	0	16	3	0	0	15	0	41	143
8:45 AM	0	0	6	1	0	0	0	0	0	0	17	2	0	0	15	0	41	150
Count Total	0	2	33	8	0	0	0	0	0	0	124	17	0	0	96	0	280	0
Peak Hour	0	1	14	6	0	0	0	0	0	0	57	10	0	0	55	0	143	0

Two-Hour Count Summaries - Bikes																	
Interval Start	POST ST			POST ST			VAN NESS AVE			VAN NESS AVE			15-min Total	Rolling One Hour			
	Eastbound			Westbound			Northbound			Southbound							
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT					
7:00 AM	0	3	0	0	0	0	0	1	0	0	0	0	4	0			
7:15 AM	0	6	0	0	0	0	0	0	0	0	0	0	6	0			
7:30 AM	0	4	0	0	0	0	0	1	0	0	1	0	6	0			
7:45 AM	0	8	0	0	0	0	0	0	1	0	0	0	9	25			
8:00 AM	0	15	0	0	0	0	0	1	1	0	0	0	17	38			
8:15 AM	0	6	0	0	0	0	0	0	0	0	0	0	6	38			
8:30 AM	0	8	0	0	0	0	0	1	0	0	0	0	9	41			
8:45 AM	0	13	0	0	0	0	0	0	0	0	1	0	14	46			
Count Total	0	63	0	0	0	0	0	4	2	0	2	0	71	0			
Peak Hour	0	37	0	0	0	0	0	2	2	0	0	0	41	0			

Note: U-Turn volumes for bikes are included in Left-Turn, if any.





## Two-Hour Count Summaries

Interval Start		POST ST				POST ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM		0	19	88	10	0	0	0	0	0	0	238	21	0	0	176	0	552	0
4:15 PM		0	12	78	8	0	0	0	0	0	0	236	24	0	0	213	0	571	0
4:30 PM		0	13	99	9	0	0	0	0	0	0	221	14	0	1	225	0	582	0
4:45 PM		0	17	110	9	0	0	0	0	0	0	240	25	0	1	172	0	574	2,279
5:00 PM		0	21	102	6	0	0	0	0	0	0	263	21	0	0	218	0	631	2,358
5:15 PM		0	14	118	11	0	0	0	0	0	0	208	29	0	0	199	0	579	2,366
5:30 PM		0	25	125	7	0	0	0	0	0	0	242	29	0	2	248	0	678	2,462
5:45 PM		0	15	155	11	0	0	0	0	0	0	239	33	0	2	230	0	685	2,573
Count Total		0	136	875	71	0	0	0	0	0	0	1,887	196	0	6	1,681	0	4,852	0
Peak Hour	All	0	75	500	35	0	0	0	0	0	0	952	112	0	4	895	0	2,573	0
	HV	0	1	16	2	0	0	0	0	0	0	35	3	0	0	51	0	108	0
	HV%	-	1%	3%	6%	-	-	-	-	-	-	4%	3%	-	0%	6%	-	4%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	6	0	11	9	26	2	0	2	0	4	58	45	31	8	142
4:15 PM	7	0	10	16	33	1	0	0	0	1	62	47	33	8	150
4:30 PM	10	0	8	10	28	1	0	2	3	6	71	65	32	12	180
4:45 PM	3	0	7	13	23	0	0	0	2	2	70	51	40	11	172
5:00 PM	3	0	10	13	26	0	0	1	4	5	80	77	44	14	215
5:15 PM	6	0	8	14	28	1	0	2	0	3	85	58	36	15	194
5:30 PM	7	0	7	11	25	0	0	0	1	1	93	78	39	20	230
5:45 PM	3	0	13	13	29	4	0	3	1	8	95	61	39	13	208
Count Total	45	0	74	99	218	9	0	10	11	30	614	482	294	101	1,491
Peak Hour	19	0	38	51	108	5	0	6	6	17	353	274	158	62	847

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	POST ST				POST ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	6	0	0	0	0	0	0	0	9	2	0	0	9	0	26	0
4:15 PM	0	0	7	0	0	0	0	0	0	0	10	0	0	0	16	0	33	0
4:30 PM	0	0	6	4	0	0	0	0	0	0	8	0	0	0	10	0	28	0
4:45 PM	0	0	3	0	0	0	0	0	0	0	7	0	0	0	13	0	23	110
5:00 PM	0	0	3	0	0	0	0	0	0	0	10	0	0	0	13	0	26	110
5:15 PM	0	0	5	1	0	0	0	0	0	0	7	1	0	0	14	0	28	105
5:30 PM	0	1	5	1	0	0	0	0	0	0	6	1	0	0	11	0	25	102
5:45 PM	0	0	3	0	0	0	0	0	0	0	12	1	0	0	13	0	29	108
Count Total	0	1	38	6	0	0	0	0	0	0	69	5	0	0	99	0	218	0
Peak Hour	0	1	16	2	0	0	0	0	0	0	35	3	0	0	51	0	108	0

Two-Hour Count Summaries - Bikes																		
Interval Start	POST ST			POST ST			VAN NESS AVE			VAN NESS AVE			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
4:00 PM	0	2	0	0	0	0	0	2	0	0	0	0	4	0				
4:15 PM	0	0	1	0	0	0	0	0	0	0	0	0	1	0				
4:30 PM	0	1	0	0	0	0	0	2	0	0	3	0	6	0				
4:45 PM	0	0	0	0	0	0	0	0	0	0	2	0	2	13				
5:00 PM	0	0	0	0	0	0	0	1	0	0	4	0	5	14				
5:15 PM	0	1	0	0	0	0	0	2	0	0	0	0	3	16				
5:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	1	11				
5:45 PM	0	4	0	0	0	0	0	3	0	0	1	0	8	17				
Count Total	0	8	1	0	0	0	0	10	0	0	11	0	30	0				
Peak Hour	0	5	0	0	0	0	0	6	0	0	6	0	17	0				

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

# VAN NESS AVE GEARY BLVD

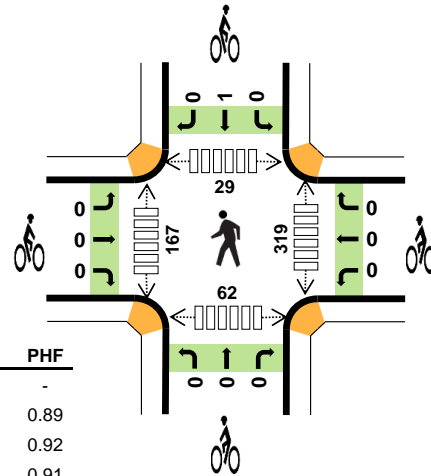
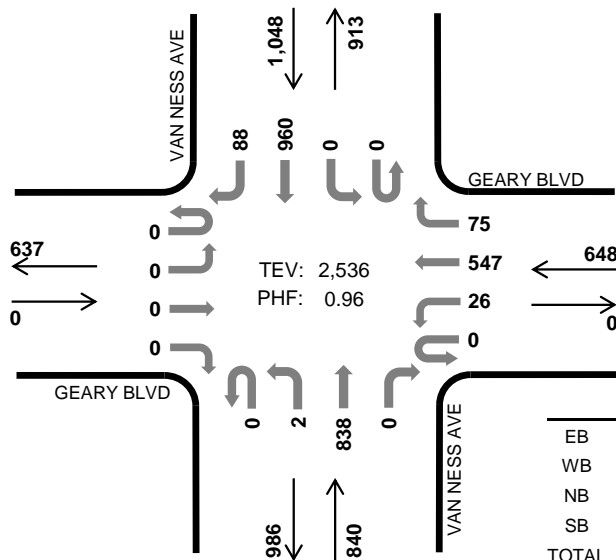


Peak Hour

Date: 11/07/2017

Count Period: 7:00 AM to 9:00 AM

Peak Hour: 7:30 AM to 8:30 AM



	HV %:	PHF
EB	-	-
WB	6.3%	0.89
NB	7.6%	0.92
SB	5.4%	0.91
TOTAL	6.4%	0.96

## Two-Hour Count Summaries

Interval Start		GEARY BLVD				GEARY BLVD				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM		0	0	0	0	0	10	109	20	0	1	111	0	0	0	212	11	474	0
7:15 AM		0	0	0	0	0	5	113	20	0	0	173	0	0	0	253	17	581	0
7:30 AM		0	0	0	0	0	8	153	22	0	0	191	0	0	0	256	32	662	0
7:45 AM		0	0	0	0	0	5	115	23	0	0	207	0	0	0	243	18	611	2,328
8:00 AM		0	0	0	0	0	5	144	16	0	0	214	0	0	0	231	16	626	2,480
8:15 AM		0	0	0	0	0	8	135	14	0	2	226	0	0	0	230	22	637	2,536
8:30 AM		0	0	0	0	0	10	146	16	0	0	213	0	0	0	210	23	618	2,492
8:45 AM		0	0	0	0	0	9	135	18	0	1	219	0	0	0	202	29	613	2,494
Count Total		0	0	0	0	0	60	1,050	149	0	4	1,554	0	0	0	1,837	168	4,822	0
Peak Hour	All	0	0	0	0	0	26	547	75	0	2	838	0	0	0	960	88	2,536	0
	HV	0	0	0	0	0	1	37	3	0	0	64	0	0	0	51	6	162	0
	HV%	-	-	-	-	-	4%	7%	4%	-	0%	8%	-	-	-	5%	7%	6%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	0	16	16	8	40	0	0	1	0	1	43	16	6	17	82
7:15 AM	0	14	20	7	41	0	0	0	0	0	85	33	12	25	155
7:30 AM	0	13	14	14	41	0	0	0	1	1	72	39	4	17	132
7:45 AM	0	7	13	16	36	0	0	0	0	0	89	40	7	10	146
8:00 AM	0	15	16	14	45	0	0	0	0	0	82	47	9	14	152
8:15 AM	0	6	21	13	40	0	0	0	0	0	76	41	9	21	147
8:30 AM	0	23	15	17	55	0	0	0	0	0	97	37	8	24	166
8:45 AM	0	15	20	15	50	0	0	0	1	1	86	44	15	22	167
Count Total	0	109	135	104	348	0	0	1	2	3	630	297	70	150	1,147
Peak Hour	0	41	64	57	162	0	0	0	1	1	319	167	29	62	577

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	GEARY BLVD				GEARY BLVD				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	0	0	0	0	1	13	2	0	0	16	0	0	0	7	1	40	0
7:15 AM	0	0	0	0	0	0	13	1	0	0	20	0	0	0	7	0	41	0
7:30 AM	0	0	0	0	0	0	11	2	0	0	14	0	0	0	11	3	41	0
7:45 AM	0	0	0	0	0	0	6	1	0	0	13	0	0	0	16	0	36	158
8:00 AM	0	0	0	0	0	1	14	0	0	0	16	0	0	0	13	1	45	163
8:15 AM	0	0	0	0	0	0	6	0	0	0	21	0	0	0	11	2	40	162
8:30 AM	0	0	0	0	0	0	21	2	0	0	15	0	0	0	14	3	55	176
8:45 AM	0	0	0	0	0	0	15	0	0	0	20	0	0	0	14	1	50	190
Count Total	0	0	0	0	0	2	99	8	0	0	135	0	0	0	93	11	348	0
Peak Hour	0	0	0	0	0	1	37	3	0	0	64	0	0	0	51	6	162	0

Two-Hour Count Summaries - Bikes																	
Interval Start	GEARY BLVD			GEARY BLVD			VAN NESS AVE			VAN NESS AVE			15-min Total	Rolling One Hour			
	Eastbound			Westbound			Northbound			Southbound							
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT					
7:00 AM	0	0	0	0	0	0	0	1	0	0	0	0	1	0			
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
7:30 AM	0	0	0	0	0	0	0	0	0	0	1	0	1	0			
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2			
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1			
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1			
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
8:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	1	1			
Count Total	0	0	0	0	0	0	0	1	0	0	2	0	3	0			
Peak Hour	0	0	0	0	0	0	0	0	0	0	1	0	1	0			

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

# VAN NESS AVE GEARY BLVD

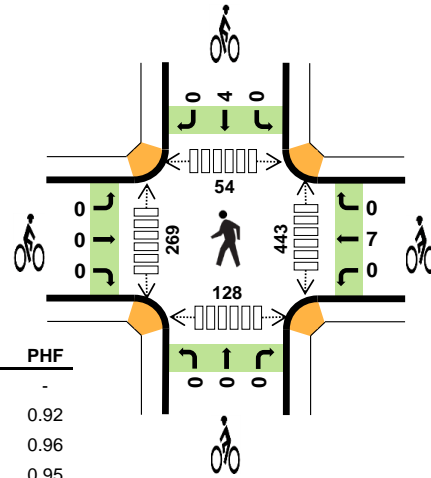
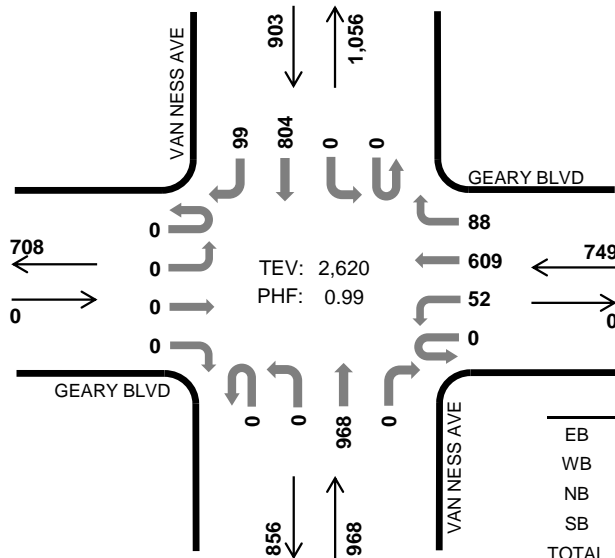


Peak Hour

Date: 11/07/2017

Count Period: 4:00 PM to 6:00 PM

Peak Hour: 5:00 PM to 6:00 PM



	HV %:	PHF
EB	-	-
WB	5.2%	0.92
NB	2.9%	0.96
SB	5.8%	0.95
TOTAL	4.5%	0.99

## Two-Hour Count Summaries

Interval Start		GEARY BLVD				GEARY BLVD				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM		0	0	0	0	0	19	132	23	0	0	231	0	0	0	168	23	596	0
4:15 PM		0	0	0	0	0	14	137	21	0	0	234	0	0	0	196	20	622	0
4:30 PM		0	0	0	0	0	14	147	24	0	0	211	0	0	0	207	17	620	0
4:45 PM		0	0	0	0	0	19	158	20	0	0	248	0	0	0	171	18	634	2,472
5:00 PM		0	0	0	0	0	15	151	22	0	0	253	0	0	0	202	14	657	2,533
5:15 PM		0	0	0	0	0	9	173	21	0	0	220	0	0	0	193	20	636	2,547
5:30 PM		0	0	0	0	0	20	140	19	0	0	249	0	0	0	207	29	664	2,591
5:45 PM		0	0	0	0	0	8	145	26	0	0	246	0	0	0	202	36	663	2,620
Count Total		0	0	0	0	0	118	1,183	176	0	0	1,892	0	0	0	1,546	177	5,092	0
Peak Hour	All	0	0	0	0	0	52	609	88	0	0	968	0	0	0	804	99	2,620	0
	HV	0	0	0	0	0	3	29	7	0	0	28	0	0	0	51	1	119	0
	HV%	-	-	-	-	-	6%	5%	8%	-	-	3%	-	-	-	6%	1%	5%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	0	11	9	11	31	0	1	2	0	3	79	48	8	25	160
4:15 PM	0	12	9	16	37	0	0	0	1	1	100	47	10	34	191
4:30 PM	0	8	8	13	29	0	0	0	3	3	84	61	9	17	171
4:45 PM	0	8	8	13	29	0	0	0	2	2	87	53	10	30	180
5:00 PM	0	16	7	13	36	0	0	0	3	3	103	80	19	41	243
5:15 PM	0	6	5	15	26	0	3	0	0	3	98	63	14	27	202
5:30 PM	0	5	7	12	24	0	2	0	1	3	122	68	11	30	231
5:45 PM	0	12	9	12	33	0	2	0	0	2	120	58	10	30	218
Count Total	0	78	62	105	245	0	8	2	10	20	793	478	91	234	1,596
Peak Hour	0	39	28	52	119	0	7	0	4	11	443	269	54	128	894

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	GEARY BLVD				GEARY BLVD				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	0	0	2	7	2	0	0	9	0	0	0	9	2	31	0
4:15 PM	0	0	0	0	0	2	9	1	0	0	9	0	0	0	15	1	37	0
4:30 PM	0	0	0	0	0	0	8	0	0	0	8	0	0	0	12	1	29	0
4:45 PM	0	0	0	0	0	0	8	0	0	0	8	0	0	0	12	1	29	126
5:00 PM	0	0	0	0	0	2	11	3	0	0	7	0	0	0	13	0	36	131
5:15 PM	0	0	0	0	0	0	5	1	0	0	5	0	0	0	14	1	26	120
5:30 PM	0	0	0	0	0	1	4	0	0	0	7	0	0	0	12	0	24	115
5:45 PM	0	0	0	0	0	0	9	3	0	0	9	0	0	0	12	0	33	119
Count Total	0	0	0	0	0	7	61	10	0	0	62	0	0	0	99	6	245	0
Peak Hour	0	0	0	0	0	3	29	7	0	0	28	0	0	0	51	1	119	0
Two-Hour Count Summaries - Bikes																		
Interval Start	GEARY BLVD			GEARY BLVD			VAN NESS AVE			VAN NESS AVE			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
4:00 PM	0	0	0	0	1	0	0	2	0	0	0	0	3	0				
4:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	1	0				
4:30 PM	0	0	0	0	0	0	0	0	0	0	3	0	3	0				
4:45 PM	0	0	0	0	0	0	0	0	0	0	2	0	2	9				
5:00 PM	0	0	0	0	0	0	0	0	0	0	3	0	3	9				
5:15 PM	0	0	0	0	3	0	0	0	0	0	0	0	3	11				
5:30 PM	0	0	0	0	2	0	0	0	0	0	1	0	3	11				
5:45 PM	0	0	0	0	2	0	0	0	0	0	0	0	2	11				
Count Total	0	0	0	0	8	0	0	2	0	0	10	0	20	0				
Peak Hour	0	0	0	0	7	0	0	0	0	0	4	0	11	0				
Note: U-Turn volumes for bikes are included in Left-Turn, if any.																		

# VAN NESS AVE JACKSON ST

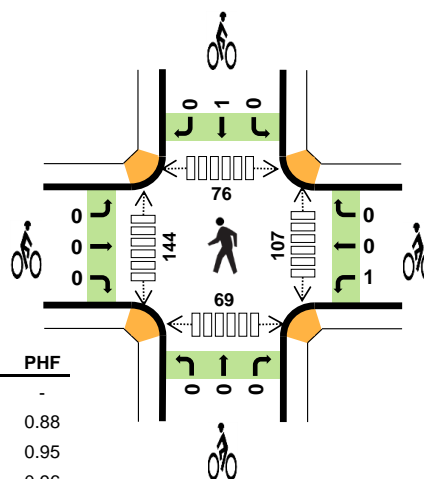
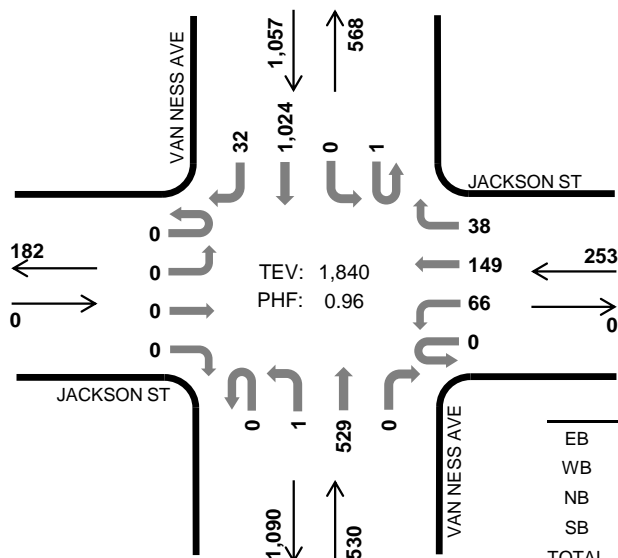


Peak Hour

Date: 11/07/2017

Count Period: 7:00 AM to 9:00 AM

Peak Hour: 7:30 AM to 8:30 AM



	HV %:	PHF
EB	-	-
WB	5.5%	0.88
NB	9.6%	0.95
SB	8.5%	0.96
TOTAL	8.4%	0.96

## Two-Hour Count Summaries

Interval Start		JACKSON ST				JACKSON ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM		0	0	0	0	0	9	22	3	0	0	85	0	0	0	200	9	328	0
7:15 AM		0	0	0	0	0	11	16	7	0	0	118	0	0	0	240	8	400	0
7:30 AM		0	0	0	0	0	13	25	7	0	0	137	0	0	0	257	3	442	0
7:45 AM		0	0	0	0	0	16	43	10	0	0	140	0	0	0	260	12	481	1,651
8:00 AM		0	0	0	0	0	19	41	7	0	0	116	0	1	0	264	9	457	1,780
8:15 AM		0	0	0	0	0	18	40	14	0	1	136	0	0	0	243	8	460	1,840
8:30 AM		0	0	0	0	0	14	35	11	0	0	126	0	0	0	178	11	375	1,773
8:45 AM		0	0	0	0	0	21	47	6	0	0	147	0	0	0	240	15	476	1,768
Count Total		0	0	0	0	0	121	269	65	0	1	1,005	0	1	0	1,882	75	3,419	0
Peak Hour	All	0	0	0	0	0	66	149	38	0	1	529	0	1	0	1,024	32	1,840	0
	HV	0	0	0	0	0	8	2	4	0	0	51	0	0	0	86	4	155	0
	HV%	-	-	-	-	-	12%	1%	11%	-	0%	10%	-	0%	-	8%	13%	8%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	0	3	19	18	40	0	0	1	0	1	25	12	11	14	62
7:15 AM	0	2	23	15	40	0	0	0	0	0	14	32	17	11	74
7:30 AM	0	4	10	26	40	0	0	0	1	1	19	40	8	12	79
7:45 AM	0	4	15	22	41	0	1	0	0	1	32	33	25	19	109
8:00 AM	0	3	12	24	39	0	0	0	0	0	22	38	15	14	89
8:15 AM	0	3	14	18	35	0	0	0	0	0	34	33	28	24	119
8:30 AM	0	2	16	16	34	0	0	0	0	0	37	34	25	21	117
8:45 AM	0	4	17	22	43	1	0	0	0	1	33	21	14	20	88
Count Total	0	25	126	161	312	1	1	1	1	4	216	243	143	135	737
Peak Hour	0	14	51	90	155	0	1	0	1	2	107	144	76	69	396

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	JACKSON ST				JACKSON ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	0	0	0	0	2	0	1	0	0	19	0	0	0	18	0	40	0
7:15 AM	0	0	0	0	0	1	0	1	0	0	23	0	0	0	14	1	40	0
7:30 AM	0	0	0	0	0	1	1	2	0	0	10	0	0	0	26	0	40	0
7:45 AM	0	0	0	0	0	3	0	1	0	0	15	0	0	0	20	2	41	161
8:00 AM	0	0	0	0	0	3	0	0	0	0	12	0	0	0	23	1	39	160
8:15 AM	0	0	0	0	0	1	1	1	0	0	14	0	0	0	17	1	35	155
8:30 AM	0	0	0	0	0	1	0	1	0	0	16	0	0	0	14	2	34	149
8:45 AM	0	0	0	0	0	2	1	1	0	0	17	0	0	0	19	3	43	151
Count Total	0	0	0	0	0	14	3	8	0	0	126	0	0	0	151	10	312	0
Peak Hour	0	0	0	0	0	8	2	4	0	0	51	0	0	0	86	4	155	0

Two-Hour Count Summaries - Bikes																	
Interval Start	JACKSON ST			JACKSON ST			VAN NESS AVE			VAN NESS AVE			15-min Total	Rolling One Hour			
	Eastbound			Westbound			Northbound			Southbound							
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT					
7:00 AM	0	0	0	0	0	0	0	1	0	0	0	0	1	0			
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
7:30 AM	0	0	0	0	0	0	0	0	0	0	1	0	1	0			
7:45 AM	0	0	0	1	0	0	0	0	0	0	0	0	1	3			
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2			
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2			
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1			
8:45 AM	0	1	0	0	0	0	0	0	0	0	0	0	1	1			
Count Total	0	1	0	1	0	0	0	1	0	0	1	0	4	0			
Peak Hour	0	0	0	1	0	0	0	0	0	0	1	0	2	0			

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



# VAN NESS AVE JACKSON ST

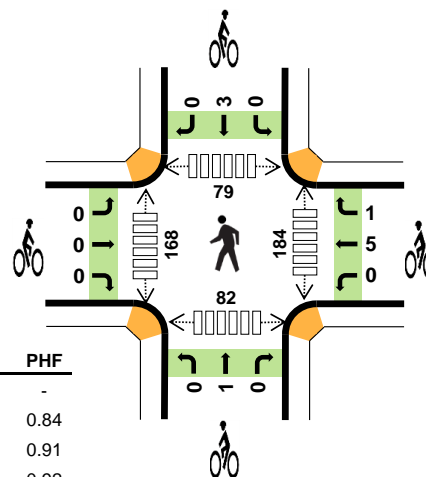
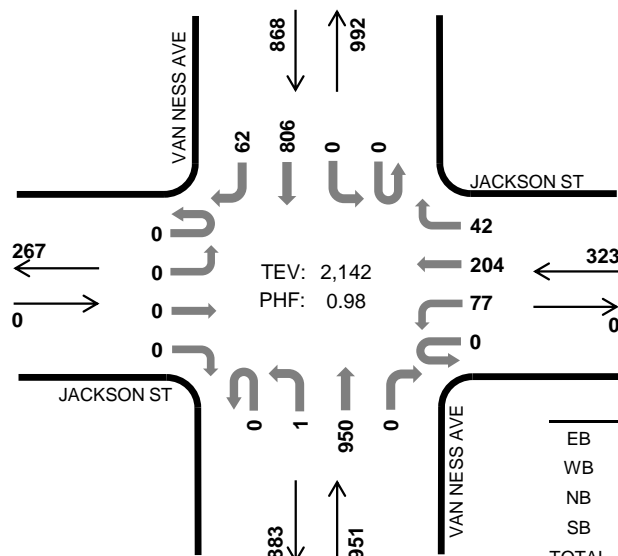


Peak Hour

Date: 11/07/2017

Count Period: 4:00 PM to 6:00 PM

Peak Hour: 5:00 PM to 6:00 PM



	HV %:	PHF
EB	-	-
WB	2.2%	0.84
NB	5.8%	0.91
SB	7.0%	0.92
TOTAL	5.7%	0.98

## Two-Hour Count Summaries

Interval Start		JACKSON ST				JACKSON ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
	4:00 PM	0	0	0	0	0	4	32	12	0	0	233	0	0	0	189	14	484	0
	4:15 PM	0	0	0	0	0	17	29	10	0	0	226	0	0	0	191	15	488	0
	4:30 PM	0	0	0	0	0	23	44	10	0	0	221	0	0	0	202	18	518	0
	4:45 PM	0	0	0	0	0	17	48	7	0	0	223	0	0	0	198	9	502	1,992
	5:00 PM	0	0	0	0	0	17	50	9	0	0	237	0	0	0	207	18	538	2,046
	5:15 PM	0	0	0	0	0	26	57	13	0	0	245	0	0	0	186	16	543	2,101
	5:30 PM	0	0	0	0	0	15	47	10	0	1	206	0	0	0	219	17	515	2,098
	5:45 PM	0	0	0	0	0	19	50	10	0	0	262	0	0	0	194	11	546	2,142
Count Total		0	0	0	0	0	138	357	81	0	1	1,853	0	0	0	1,586	118	4,134	0
Peak Hour	All	0	0	0	0	0	77	204	42	0	1	950	0	0	0	806	62	2,142	0
	HV	0	0	0	0	0	3	0	4	0	0	55	0	0	0	54	7	123	0
	HV%	-	-	-	-	-	4%	0%	10%	-	0%	6%	-	-	-	7%	11%	6%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	0	2	9	13	24	0	0	2	0	2	36	26	26	21	109
4:15 PM	0	2	8	13	23	0	0	0	1	1	24	43	11	12	90
4:30 PM	0	7	10	13	30	0	0	1	2	3	38	28	17	18	101
4:45 PM	0	1	10	15	26	0	1	0	1	2	31	32	18	22	103
5:00 PM	0	2	12	16	30	0	2	1	1	4	53	40	22	27	142
5:15 PM	0	2	18	15	35	0	1	0	0	1	38	43	14	15	110
5:30 PM	0	1	10	12	23	0	1	0	0	1	43	39	27	17	126
5:45 PM	0	2	15	18	35	0	2	0	2	4	50	46	16	23	135
Count Total	0	19	92	115	226	0	7	4	7	18	313	297	151	155	916
Peak Hour	0	7	55	61	123	0	6	1	3	10	184	168	79	82	513

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	JACKSON ST				JACKSON ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	0	0	1	0	1	0	0	9	0	0	0	12	1	24	0
4:15 PM	0	0	0	0	0	2	0	0	0	0	8	0	0	0	13	0	23	0
4:30 PM	0	0	0	0	0	2	2	3	0	0	10	0	0	0	11	2	30	0
4:45 PM	0	0	0	0	0	1	0	0	0	0	10	0	0	0	15	0	26	103
5:00 PM	0	0	0	0	0	1	0	1	0	0	12	0	0	0	15	1	30	109
5:15 PM	0	0	0	0	0	1	0	1	0	0	18	0	0	0	12	3	35	121
5:30 PM	0	0	0	0	0	0	0	1	0	0	10	0	0	0	12	0	23	114
5:45 PM	0	0	0	0	0	1	0	1	0	0	15	0	0	0	15	3	35	123
Count Total	0	0	0	0	0	9	2	8	0	0	92	0	0	0	105	10	226	0
Peak Hour	0	0	0	0	0	3	0	4	0	0	55	0	0	0	54	7	123	0

Two-Hour Count Summaries - Bikes																		
Interval Start	JACKSON ST			JACKSON ST			VAN NESS AVE			VAN NESS AVE			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
4:00 PM	0	0	0	0	0	0	0	2	0	0	0	0	2	0				
4:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	1	0				
4:30 PM	0	0	0	0	0	0	0	1	0	0	2	0	3	0				
4:45 PM	0	0	0	0	1	0	0	0	0	0	1	0	2	8				
5:00 PM	0	0	0	0	1	1	0	1	0	0	1	0	4	10				
5:15 PM	0	0	0	0	1	0	0	0	0	0	0	0	1	10				
5:30 PM	0	0	0	0	1	0	0	0	0	0	0	0	1	8				
5:45 PM	0	0	0	0	2	0	0	0	0	0	2	0	4	10				
Count Total	0	0	0	0	6	1	0	4	0	0	7	0	18	0				
Peak Hour	0	0	0	0	5	1	0	1	0	0	3	0	10	0				

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

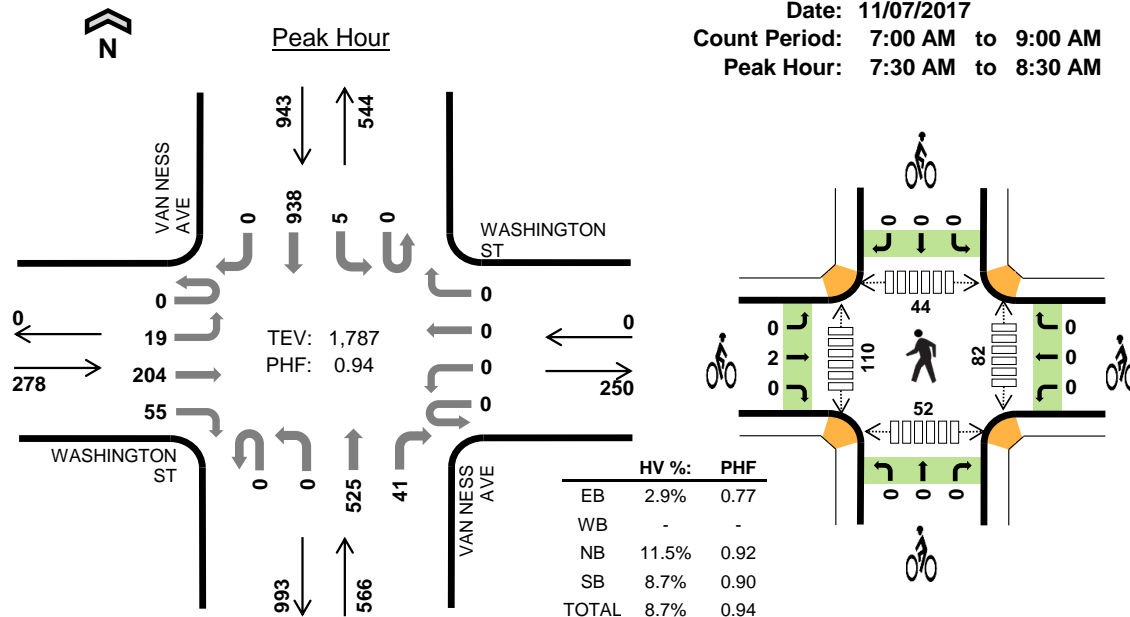
# VAN NESS AVE WASHINGTON ST



Date: 11/07/2017

Count Period: 7:00 AM to 9:00 AM

Peak Hour: 7:30 AM to 8:30 AM



## Two-Hour Count Summaries

Interval Start		WASHINGTON ST				WASHINGTON ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM		0	2	14	7	0	0	0	0	0	0	83	6	0	1	228	0	341	0
7:15 AM		0	2	20	7	0	0	0	0	0	0	103	6	0	1	230	0	369	0
7:30 AM		0	4	36	18	0	0	0	0	0	0	142	6	0	0	239	0	445	0
7:45 AM		0	3	47	11	0	0	0	0	0	0	146	8	0	2	259	0	476	1,631
8:00 AM		0	6	52	11	0	0	0	0	0	0	116	7	0	2	207	0	401	1,691
8:15 AM		0	6	69	15	0	0	0	0	0	0	121	20	0	1	233	0	465	1,787
8:30 AM		0	4	72	16	0	0	0	0	0	0	103	15	0	0	209	0	419	1,761
8:45 AM		0	4	59	8	0	0	0	0	0	0	133	6	0	2	223	0	435	1,720
Count Total		0	31	369	93	0	0	0	0	0	0	947	74	0	9	1,828	0	3,351	0
Peak Hour	All	0	19	204	55	0	0	0	0	0	0	525	41	0	5	938	0	1,787	0
	HV	0	4	2	2	0	0	0	0	0	0	65	0	0	5	77	0	155	0
	HV%	-	21%	1%	4%	-	-	-	-	-	-	12%	0%	-	100%	8%	-	9%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	2	0	30	17	49	0	0	0	0	0	15	4	9	3	31
7:15 AM	2	0	13	15	30	0	0	0	0	0	16	13	4	10	43
7:30 AM	1	0	21	26	48	0	0	0	0	0	21	30	11	9	71
7:45 AM	4	0	12	27	43	0	0	0	0	0	21	17	7	6	51
8:00 AM	1	0	16	15	32	2	0	0	0	2	17	24	16	19	76
8:15 AM	2	0	16	14	32	0	0	0	0	0	23	39	10	18	90
8:30 AM	4	0	12	11	27	1	0	0	0	1	30	16	12	10	68
8:45 AM	1	0	14	16	31	4	0	0	0	4	20	24	13	6	63
Count Total	17	0	134	141	292	7	0	0	0	7	163	167	82	81	493
Peak Hour	8	0	65	82	155	2	0	0	0	2	82	110	44	52	288

**Two-Hour Count Summaries - Heavy Vehicles**

Interval Start	WASHINGTON ST				WASHINGTON ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	1	0	1	0	0	0	0	0	0	30	0	0	1	16	0	49	0
7:15 AM	0	1	0	1	0	0	0	0	0	0	13	0	0	1	14	0	30	0
7:30 AM	0	1	0	0	0	0	0	0	0	0	21	0	0	0	26	0	48	0
7:45 AM	0	1	1	2	0	0	0	0	0	0	12	0	0	2	25	0	43	170
8:00 AM	0	1	0	0	0	0	0	0	0	0	16	0	0	2	13	0	32	153
8:15 AM	0	1	1	0	0	0	0	0	0	0	16	0	0	1	13	0	32	155
8:30 AM	0	2	2	0	0	0	0	0	0	0	11	1	0	0	11	0	27	134
8:45 AM	0	1	0	0	0	0	0	0	0	0	14	0	0	2	14	0	31	122
Count Total	0	9	4	4	0	0	0	0	0	0	133	1	0	9	132	0	292	0
Peak Hour	0	4	2	2	0	0	0	0	0	0	65	0	0	5	77	0	155	0

**Two-Hour Count Summaries - Bikes**

Interval Start	WASHINGTON ST			WASHINGTON ST			VAN NESS AVE			VAN NESS AVE			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	2	2
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2
8:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	1	3
8:45 AM	0	4	0	0	0	0	0	0	0	0	0	0	4	7
Count Total	0	7	0	0	0	0	0	0	0	0	0	0	7	0
Peak Hour	0	2	0	0	0	0	0	0	0	0	0	0	2	0

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

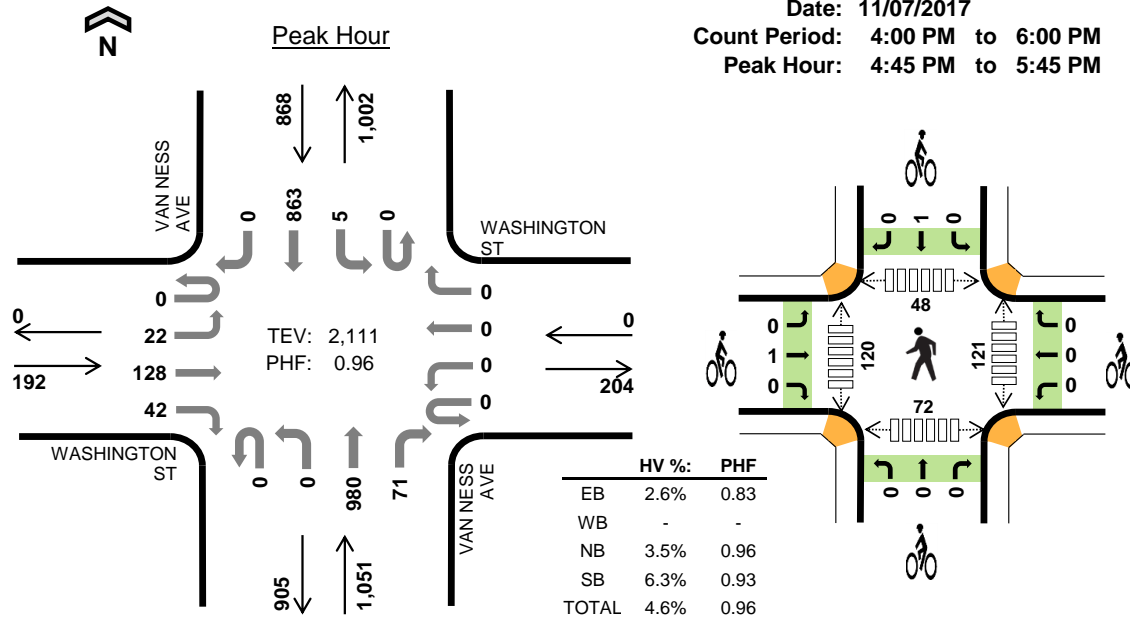
# VAN NESS AVE WASHINGTON ST



Date: 11/07/2017

Count Period: 4:00 PM to 6:00 PM

Peak Hour: 4:45 PM to 5:45 PM



## Two-Hour Count Summaries

Interval Start		WASHINGTON ST				WASHINGTON ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM		0	6	25	10	0	0	0	0	0	0	226	16	1	1	178	0	463	0
4:15 PM		0	4	25	13	0	0	0	0	0	0	216	20	0	1	212	0	491	0
4:30 PM		0	7	31	8	0	0	0	0	0	0	212	19	0	2	207	0	486	0
4:45 PM		0	6	36	12	0	0	0	0	0	0	240	13	0	1	213	0	521	1,961
5:00 PM		0	7	24	14	0	0	0	0	0	0	261	14	0	1	215	0	536	2,034
5:15 PM		0	4	26	5	0	0	0	0	0	0	245	17	0	1	204	0	502	2,045
5:30 PM		0	5	42	11	0	0	0	0	0	0	234	27	0	2	231	0	552	2,111
5:45 PM		0	4	26	8	0	0	0	0	0	0	216	26	0	1	216	0	497	2,087
Count Total		0	43	235	81	0	0	0	0	0	0	1,850	152	1	10	1,676	0	4,048	0
Peak Hour	All	0	22	128	42	0	0	0	0	0	0	980	71	0	5	863	0	2,111	0
	HV	0	3	1	1	0	0	0	0	0	0	37	0	0	5	50	0	97	0
	HV%	-	14%	1%	2%	-	-	-	-	-	-	4%	0%	-	100%	6%	-	5%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	3	0	7	10	20	0	0	1	0	1	27	24	3	20	74
4:15 PM	2	0	12	13	27	0	0	0	0	0	27	39	7	13	86
4:30 PM	2	0	9	12	23	1	0	0	0	1	31	21	14	8	74
4:45 PM	2	0	8	16	26	1	0	0	0	1	18	23	6	20	67
5:00 PM	2	0	9	13	24	0	0	0	1	1	29	21	6	13	69
5:15 PM	1	0	14	10	25	0	0	0	0	0	48	42	14	22	126
5:30 PM	0	0	6	16	22	0	0	0	0	0	26	34	22	17	99
5:45 PM	2	0	12	15	29	0	0	1	1	2	30	33	15	20	98
Count Total	14	0	77	105	196	2	0	2	2	6	236	237	87	133	693
Peak Hour	5	0	37	55	97	1	0	0	1	2	121	120	48	72	361

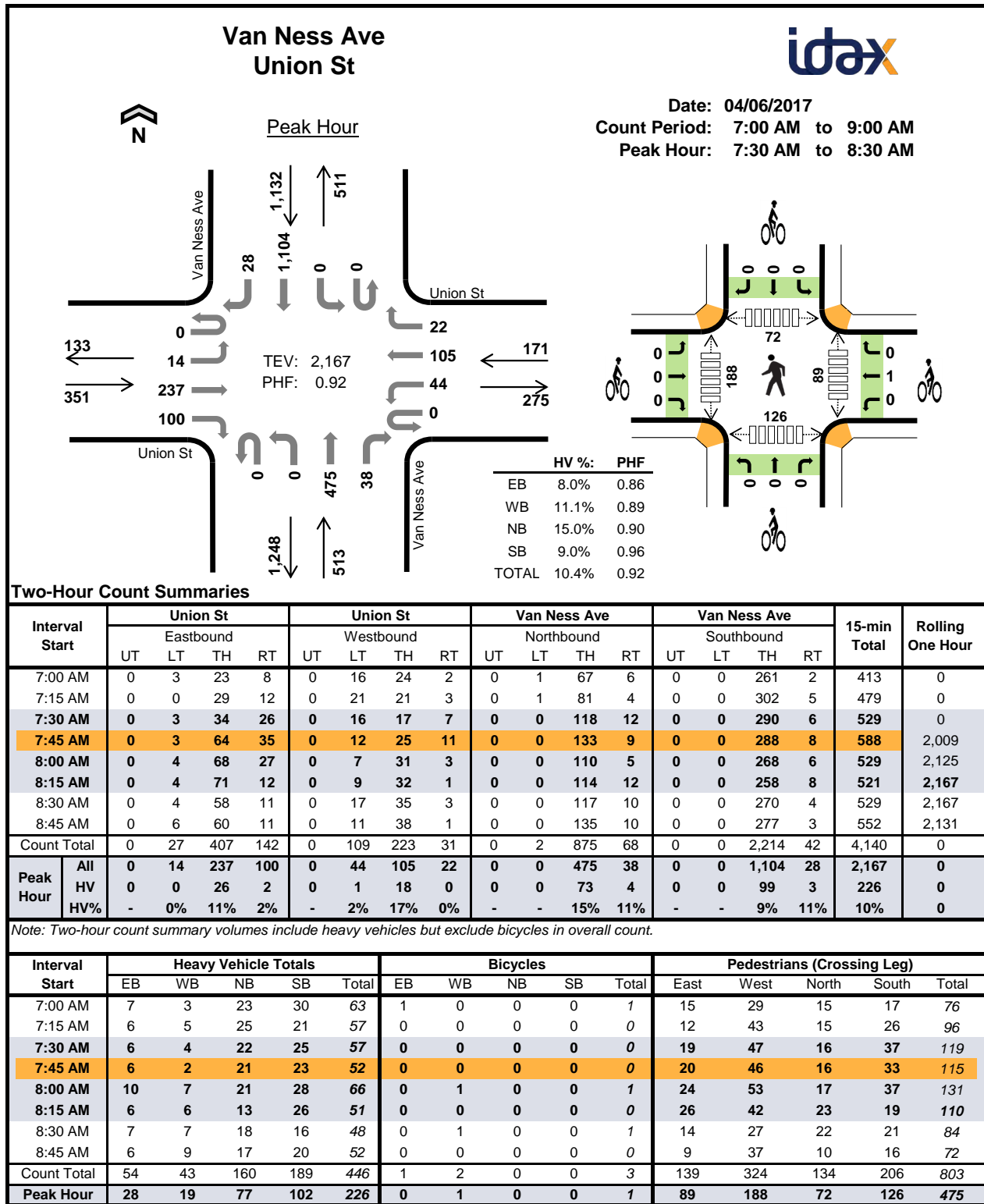
**Two-Hour Count Summaries - Heavy Vehicles**

Interval Start	WASHINGTON ST				WASHINGTON ST				VAN NESS AVE				VAN NESS AVE				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	1	1	1	0	0	0	0	0	0	6	1	0	1	9	0	20	0
4:15 PM	0	1	1	0	0	0	0	0	0	0	11	1	0	1	12	0	27	0
4:30 PM	0	1	1	0	0	0	0	0	0	0	9	0	0	2	10	0	23	0
4:45 PM	0	1	1	0	0	0	0	0	0	0	8	0	0	1	15	0	26	96
5:00 PM	0	1	0	1	0	0	0	0	0	0	9	0	0	1	12	0	24	100
5:15 PM	0	1	0	0	0	0	0	0	0	0	14	0	0	1	9	0	25	98
5:30 PM	0	0	0	0	0	0	0	0	0	0	6	0	0	2	14	0	22	97
5:45 PM	0	1	1	0	0	0	0	0	0	0	12	0	0	1	14	0	29	100
Count Total	0	7	5	2	0	0	0	0	0	0	75	2	0	10	95	0	196	0
Peak Hour	0	3	1	1	0	0	0	0	0	0	37	0	0	5	50	0	97	0

**Two-Hour Count Summaries - Bikes**

Interval Start	WASHINGTON ST			WASHINGTON ST			VAN NESS AVE			VAN NESS AVE			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	0	1	0	0	0	0	1	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	1	0	0	0	0	0	0	0	0	0	0	1	0
4:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	1	3
5:00 PM	0	0	0	0	0	0	0	0	0	0	1	0	1	3
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	3
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:45 PM	0	0	0	0	0	0	0	1	0	0	1	0	2	3
Count Total	0	2	0	0	0	0	0	2	0	0	2	0	6	0
Peak Hour	0	1	0	0	0	0	0	0	0	0	1	0	2	0

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



**Two-Hour Count Summaries - Heavy Vehicles**

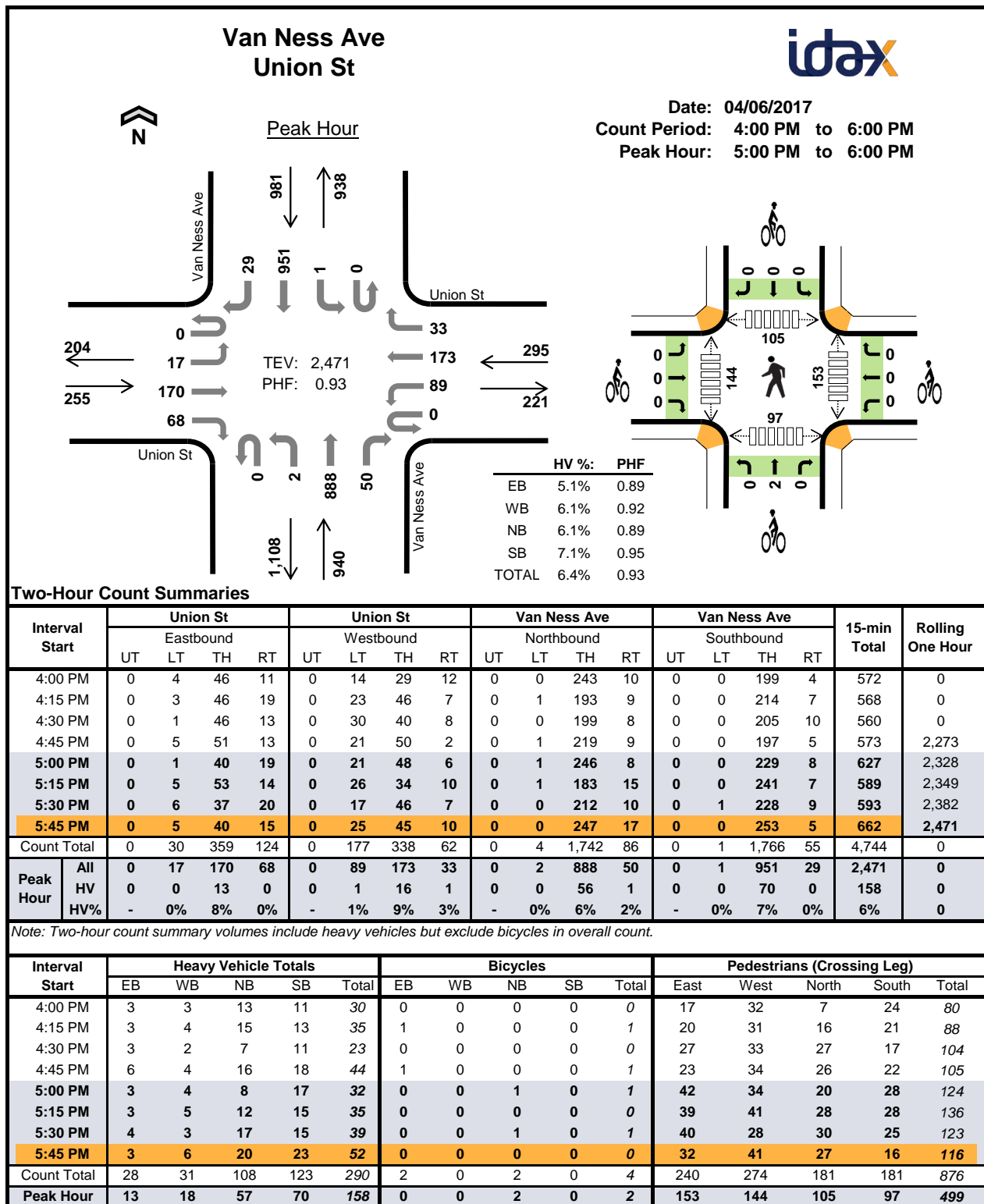
Interval Start	Union St				Union St				Van Ness Ave				Van Ness Ave				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	0	6	1	0	1	2	0	0	0	22	1	0	0	30	0	63	0
7:15 AM	0	0	5	1	0	1	4	0	0	0	25	0	0	0	21	0	57	0
7:30 AM	0	0	6	0	0	0	4	0	0	0	21	1	0	0	24	1	57	0
7:45 AM	0	0	6	0	0	0	2	0	0	0	18	3	0	0	23	0	52	229
8:00 AM	0	0	8	2	0	1	6	0	0	0	21	0	0	0	27	1	66	232
8:15 AM	0	0	6	0	0	0	6	0	0	0	13	0	0	0	25	1	51	226
8:30 AM	0	0	6	1	0	0	7	0	0	0	18	0	0	0	16	0	48	217
8:45 AM	0	0	5	1	0	2	7	0	0	0	15	2	0	0	20	0	52	217
Count Total	0	0	48	6	0	5	38	0	0	0	153	7	0	0	186	3	446	0
Peak Hour	0	0	26	2	0	1	18	0	0	0	73	4	0	0	99	3	226	0

**Two-Hour Count Summaries - Bikes**

Interval Start	Union St			Union St			Van Ness Ave			Van Ness Ave			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
7:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	1	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	1	1
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	1	2
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Count Total	0	1	0	0	2	0	0	0	0	0	0	0	3	0
Peak Hour	0	0	0	0	1	0	0	0	0	0	0	0	1	0

Note: U-Turn volumes for bikes are included in Left-Turn, if any.





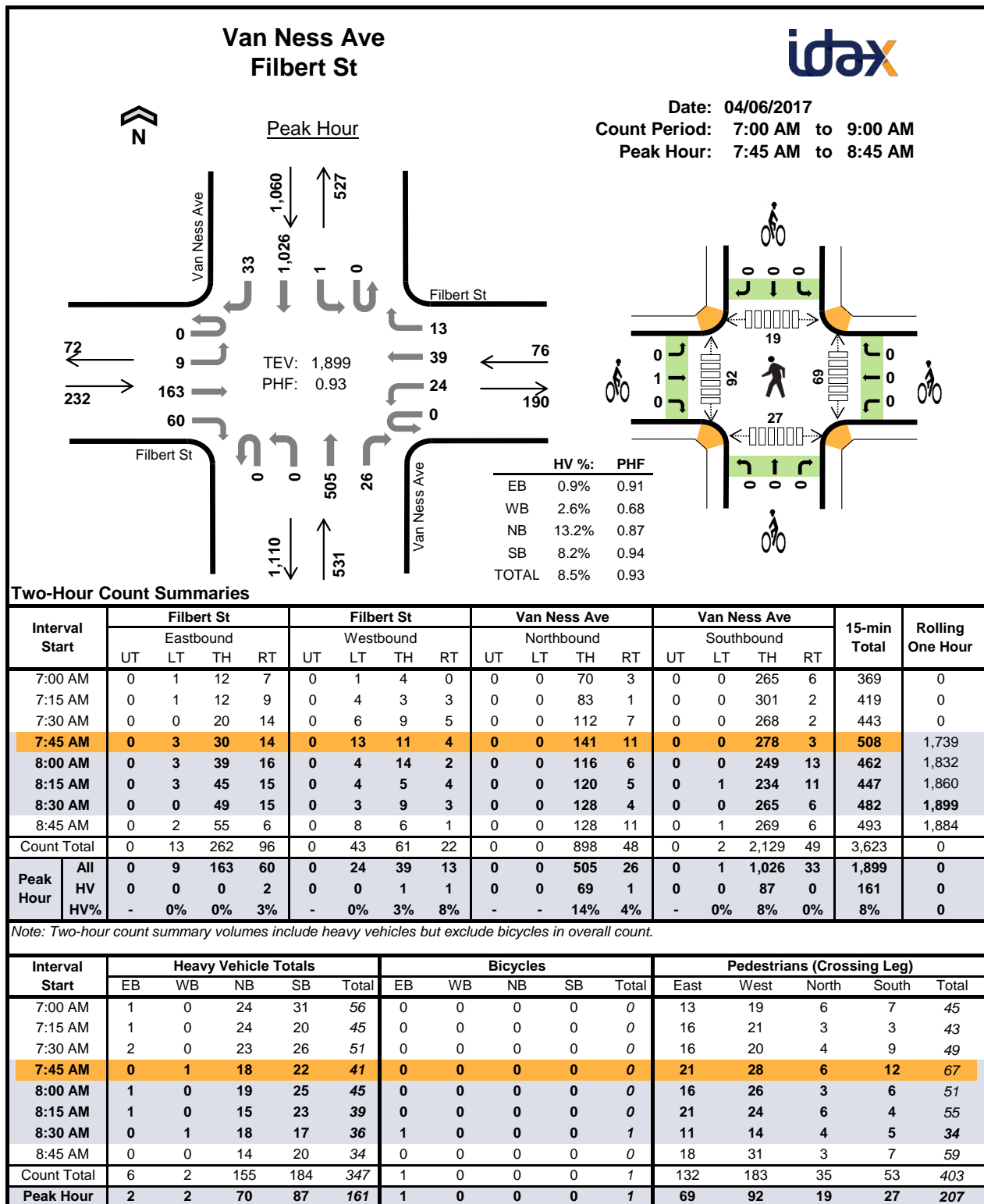
**Two-Hour Count Summaries - Heavy Vehicles**

Interval Start	Union St				Union St				Van Ness Ave				Van Ness Ave				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	2	1	0	0	3	0	0	0	13	0	0	0	11	0	30	0
4:15 PM	0	0	3	0	0	0	4	0	0	0	14	1	0	0	13	0	35	0
4:30 PM	0	0	3	0	0	0	1	1	0	0	7	0	0	0	11	0	23	0
4:45 PM	0	0	6	0	0	0	3	1	0	0	16	0	0	0	18	0	44	132
5:00 PM	0	0	3	0	0	0	4	0	0	0	8	0	0	0	17	0	32	134
5:15 PM	0	0	3	0	0	0	5	0	0	0	12	0	0	0	15	0	35	134
5:30 PM	0	0	4	0	0	1	2	0	0	0	17	0	0	0	15	0	39	150
5:45 PM	0	0	3	0	0	0	5	1	0	0	19	1	0	0	23	0	52	158
Count Total	0	0	27	1	0	1	27	3	0	0	106	2	0	0	123	0	290	0
Peak Hour	0	0	13	0	0	1	16	1	0	0	56	1	0	0	70	0	158	0

**Two-Hour Count Summaries - Bikes**

Interval Start	Union St			Union St			Van Ness Ave			Van Ness Ave			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	1	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	1	2
5:00 PM	0	0	0	0	0	0	0	1	0	0	0	0	1	3
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:30 PM	0	0	0	0	0	0	0	1	0	0	0	0	1	3
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Count Total	0	2	0	0	0	0	0	2	0	0	0	0	4	0
Peak Hour	0	0	0	0	0	0	0	2	0	0	0	0	2	0

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



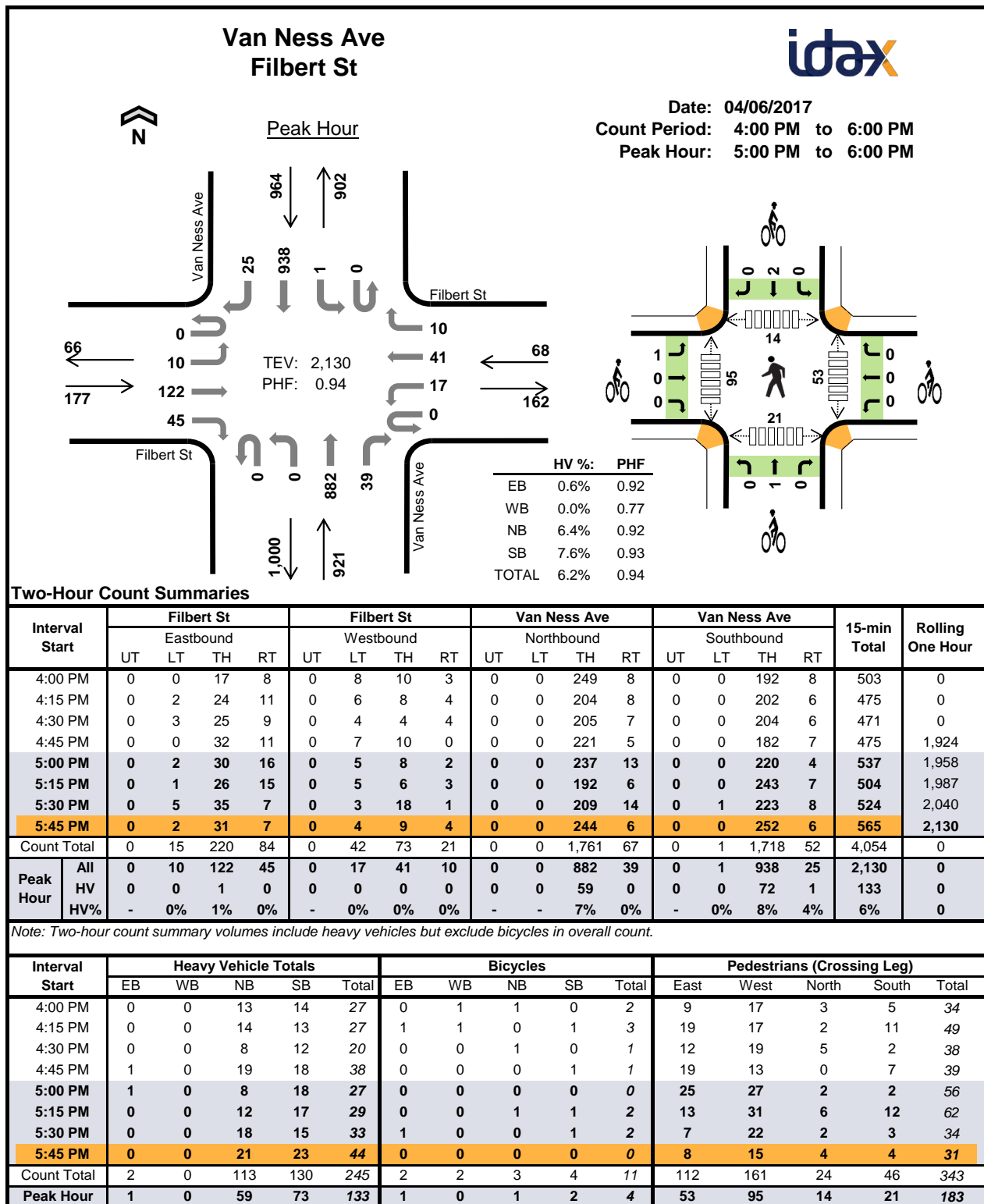
**Two-Hour Count Summaries - Heavy Vehicles**

Interval Start	Filbert St				Filbert St				Van Ness Ave				Van Ness Ave				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	0	1	0	0	0	0	0	0	0	24	0	0	0	30	1	56	0
7:15 AM	0	1	0	0	0	0	0	0	0	0	24	0	0	0	20	0	45	0
7:30 AM	0	0	1	1	0	0	0	0	0	0	22	1	0	0	26	0	51	0
7:45 AM	0	0	0	0	0	0	0	1	0	0	18	0	0	0	22	0	41	193
8:00 AM	0	0	0	1	0	0	0	0	0	0	18	1	0	0	25	0	45	182
8:15 AM	0	0	0	1	0	0	0	0	0	0	15	0	0	0	23	0	39	176
8:30 AM	0	0	0	0	0	0	1	0	0	0	18	0	0	0	17	0	36	161
8:45 AM	0	0	0	0	0	0	0	0	0	0	14	0	0	0	20	0	34	154
Count Total	0	1	2	3	0	0	1	1	0	0	153	2	0	0	183	1	347	0
Peak Hour	0	0	0	2	0	0	1	1	0	0	69	1	0	0	87	0	161	0

**Two-Hour Count Summaries - Bikes**

Interval Start	Filbert St			Filbert St			Van Ness Ave			Van Ness Ave			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	1	1
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Count Total	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Peak Hour	0	1	0	0	0	0	0	0	0	0	0	0	1	0

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



**Two-Hour Count Summaries - Heavy Vehicles**

Interval Start	Filbert St				Filbert St				Van Ness Ave				Van Ness Ave				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	0	0	0	0	12	1	0	0	13	1	27	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	14	0	0	0	12	1	27	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	8	0	0	0	12	0	20	0
4:45 PM	0	0	0	1	0	0	0	0	0	0	18	1	0	0	18	0	38	112
5:00 PM	0	0	1	0	0	0	0	0	0	0	8	0	0	0	18	0	27	112
5:15 PM	0	0	0	0	0	0	0	0	0	0	12	0	0	0	17	0	29	114
5:30 PM	0	0	0	0	0	0	0	0	0	0	18	0	0	0	15	0	33	127
5:45 PM	0	0	0	0	0	0	0	0	0	0	21	0	0	0	22	1	44	133
Count Total	0	0	1	1	0	0	0	0	0	0	111	2	0	0	127	3	245	0
Peak Hour	0	0	1	0	0	0	0	0	0	0	59	0	0	0	72	1	133	0

**Two-Hour Count Summaries - Bikes**

Interval Start	Filbert St			Filbert St			Van Ness Ave			Van Ness Ave			15-min Total	Rolling One Hour	
	Eastbound			Westbound			Northbound			Southbound					
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT			
4:00 PM	0	0	0	1	0	0	0	1	0	0	0	0	0	2	0
4:15 PM	0	0	1	0	1	0	0	0	0	0	0	1	0	3	0
4:30 PM	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	1	0	1	7
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
5:15 PM	0	0	0	0	0	0	0	1	0	0	0	1	0	2	4
5:30 PM	1	0	0	0	0	0	0	0	0	0	0	1	0	2	5
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Count Total	1	0	1	1	1	0	0	3	0	0	0	4	0	11	0
Peak Hour	1	0	0	0	0	0	0	1	0	0	0	2	0	4	0

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

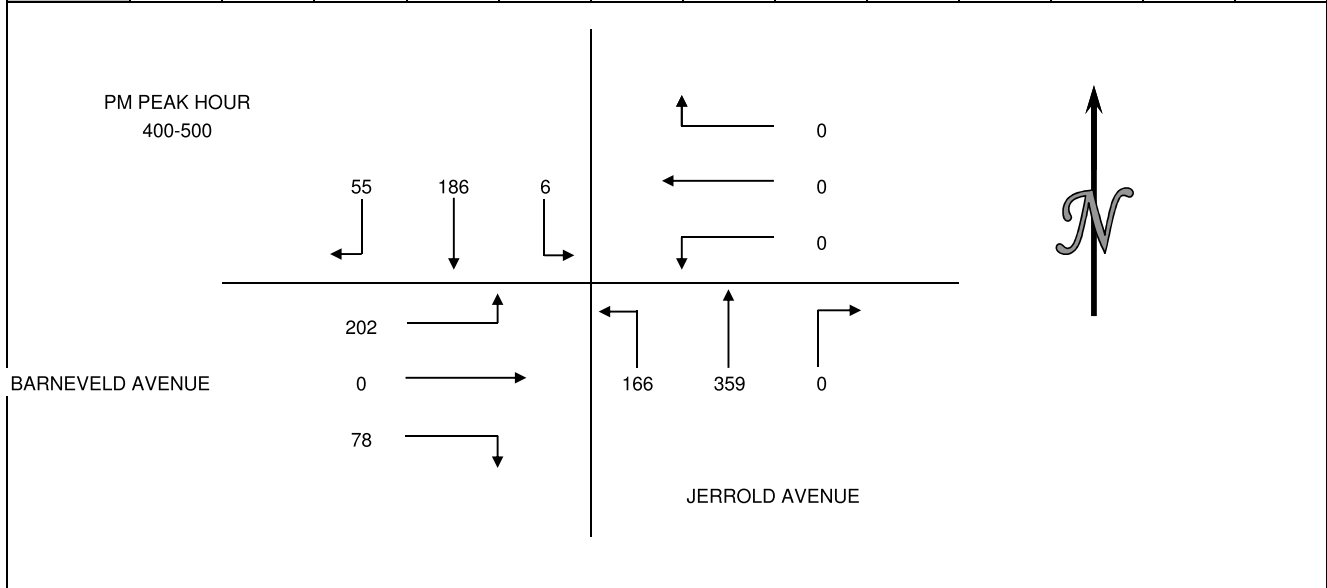
# WILTEC

Phone: (626) 564-1944 Fax: (626) 564-0969

## INTERSECTION TURNING MOVEMENT COUNT SUMMARY

CLIENT: PBS&J  
 PROJECT: ACADEMY OF ARTS UNIVERSITY TRAFFIC COUNTS  
 DATE: TUESDAY JUNE 8, 2010  
 PERIOD: 4:00 PM TO 6:00 PM  
 INTERSECTION: N/S JERROLD AVENUE  
 E/W BARNEVELD AVENUE

15 MIN COUNTS													
PERIOD	1 SBRT	2 SBTH	3 SBLT	4 WBRT	5 WBTH	6 WBLT	7 NBRT	8 NBTH	9 NBLT	10 EBRT	11 EBTH	12 EBLT	TOTAL
400-415	19	52	2	0	0	0	0	101	46	24	0	55	299
415-430	12	38	2	0	0	0	0	99	34	16	0	50	251
430-445	13	47	1	0	0	0	0	90	54	22	0	45	272
445-500	11	49	1	0	0	0	0	69	32	16	0	52	230
500-515	14	30	0	0	0	0	0	86	17	13	0	64	224
515-530	9	26	0	0	0	0	0	63	22	11	0	44	175
530-545	8	39	0	0	0	0	0	55	27	23	0	38	190
545-600	11	30	0	0	0	0	0	55	30	11	0	36	173
HOUR TOTALS													
PERIOD	1 SBRT	2 SBTH	3 SBLT	4 WBRT	5 WBTH	6 WBLT	7 NBRT	8 NBTH	9 NBLT	10 EBRT	11 EBTH	12 EBLT	TOTAL
400-500	55	186	6	0	0	0	0	359	166	78	0	202	1052
415-515	50	164	4	0	0	0	0	344	137	67	0	211	977
430-530	47	152	2	0	0	0	0	308	125	62	0	205	901
445-545	42	144	1	0	0	0	0	273	98	63	0	198	819
500-600	42	125	0	0	0	0	0	259	96	58	0	182	762



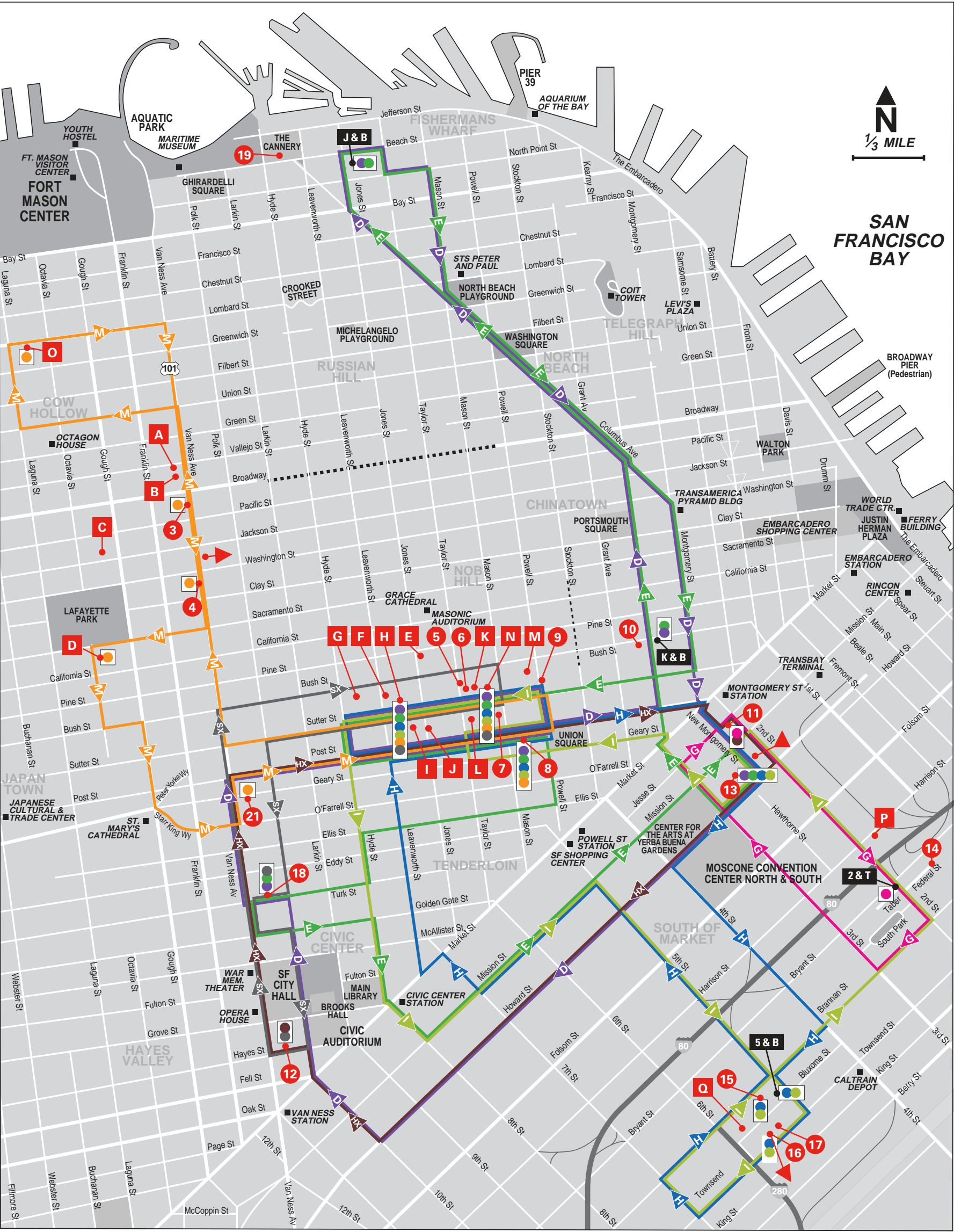
## Appendix D

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### AAU Shuttle Maps







Proposed/Future Shuttle Bus System Map

## Appendix E

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### Existing Trip Counts

2550 Van Ness Ave									
	Filbert Blockface								
	Access 1		Access 2		Access 3		Access 4		
	Cars		Cars		Cars		Cars		
Time	In	Out	In	Out	In	Out	In	Out	
7:00	0	0	0	0	0	0	0	0	
7:15	0	0	0	0	0	0	0	0	
7:30	0	1	0	0	0	0	0	0	
7:45	0	0	0	0	0	0	0	0	
8:00	1	0	0	0	0	0	0	0	
8:15	0	0	0	0	0	0	0	0	
8:30	1	0	0	0	0	0	0	0	
8:45	0	1	0	0	0	0	0	0	
4:00	2	0	0	0	0	0	0	0	
4:15	0	0	0	0	0	0	0	0	
4:30	0	2	0	0	0	1	0	1	
4:45	0	0	0	0	0	0	0	0	
5:00	0	0	0	0	0	0	0	0	
5:15	0	0	0	0	0	0	0	0	
5:30	0	0	0	0	0	0	0	0	
5:45	0	0	0	0	0	0	0	0	
Total	4	4	0	0	0	1	0	1	

Van Ness Blockface					
	Access 1		Access 2		
	Ped		Cars		
Time	In	Out	In	Out	
7:00	0	0	0	0	
7:15	0	0	0	1	
7:30	0	0	2	1	
7:45	0	0	0	0	
8:00	0	0	0	2	
8:15	0	0	0	3	
8:30	0	0	0	0	
8:45	0	0	0	0	
4:00	0	0	4	0	
4:15	0	0	1	0	
4:30	0	0	2	1	
4:45	0	0	0	3	
5:00	0	0	1	1	
5:15	0	0	1	1	
5:30	0	0	0	0	
5:45	0	0	1	0	
Total	0	0	12	13	

1142 Van Ness Ave		
Van Ness Blockface		
Time	Access 1	
	Peds	
	In	Out
7:00	0	0
7:15	0	0
7:30	0	0
7:45	0	0
8:00	0	0
8:15	0	0
8:30	0	0
8:45	0	0
4:00	0	0
4:15	0	0
4:30	0	0
4:45	0	0
5:00	0	0
5:15	0	0
5:30	0	0
5:45	0	0
Total	0	0

## Appendix F

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### Trip Generation Worksheets

## ***AAU Trip Generation Assumptions***

### **Trip Generation Rates**

Land Use	Daily PT Rate	PM Peak PT Rate	% Inbound	% Outbound
Residence Hall <sup>a, b</sup>	3.76 trips/student	0.65 trips/student	45%	55%
	6.77 room	1.17 room		
Academic/Administrative Building <sup>a</sup>	53.65 trips/ksf	4.56 trips/ksf	39%	61%

Source: Table 3.2-1 in AAU EIR, February 2015.

a) Trip generation rates and inbound/outbound split data were derived from actual counts of persons entering/exiting AAU residential and academic/administrative buildings conducted by Atkins in 2010, using AAU's security camera video tapes.

b) A residential room occupancy factor of 1.8 was used to convert student to rooms.

### **Person Trip Composition**

Population	Percent
Faculty	7%
Staff	20%
Commuter Students	62%
Residential Students	11%
Total	100%

**Proposed Changes under Proposed Project**

No		Site Location	Area	Size		Existing Use Type	EXISTING USE									
				GSF	Rooms		Daily	PM Peak								
							PTE	Faculty	Staff	Comm Std	Res Std	Total PTE	PTE IB	PTE OB	Total VTE	VTE IB
1	1055 Pine Street	Near Market	36,213	81	Residential	548	-	-	-	95	95	44	51	-	-	-
2	1069 Pine Street	Near Market	1,875		Institutional	101	1	2	5	1	9	3	5	1	0	1
3	700 Montgomery Street	Near Market	11,455		Institutional	615	4	10	32	6	52	35	56	15	5	9
4	2295 Taylor Street	Outside Market	20,000		Institutional	1,073	6	18	57	10	91	20	32	5	2	3
5	2340 Stockton Street	Outside Market	44,530		Institutional	2,389	14	40	126	22	203	78	125	33	12	21
6	2801 Leavenworth Street	Outside Market	133,675		Institutional	7,172	43	121	378	67	610	234	375	99	35	63
7	1142 Van Ness Avenue	Outside Market	52,475		Concordia Club	-	-	-	-	-	-	-	-	-	-	-
8	1946 Van Ness Avenue	Outside Market	25,839		Bakery (vacant)	-	-	-	-	-	-	-	-	-	-	-
9	2550 Van Ness Avenue <sup>a) b)</sup>	Outside Market	54,298	136	Da Vinci Villa Hotel	-	-	-	-	-	34	18	16	17	9	8
Total			380,360	217		11,897	68	192	598	201	1,093	432	661	169	64	106

Note:

a) Vehicle Trips inbound/outbound under Existing Use were counted on November 7, 2017

b) Person Trips inbound/outbound under Existing Use were derived from actual count of vehicles entering /existing the site by applying vehicle occupancy rate of 2.0.

No		Site Location	Area	Size		Proposed Use Type	PROPOSED USE										DIFFERECES	
				GSF	Rooms		Daily	PM Peak							PM PEAK			
							PTE	Faculty	Staff	Comm Std	Res Std	Total PTE	PTE IB	PTE OB	Total VTE	VTE IB	VTE OB	PTE
1	1055 Pine Street	Near Market	36,213	136	Housing	1,360	-	-	-	-	235	156	79	47	31	16	141	47
2	1069 Pine Street	Near Market	1,875		Housing/Office/Retail	645	-	-	-	-	98	65	32	23	14	9	89	22
3	700 Montgomery Street	Near Market	11,455		Unknown	-	-	-	-	-	-	-	-	-	-	-	(52)	(15)
4	2295 Taylor Street	Outside Market	20,000		Unknown	-	-	-	-	-	-	-	-	-	-	-	(91)	(5)
5	2340 Stockton Street	Outside Market	44,530		Unknown	-	-	-	-	-	-	-	-	-	-	-	(203)	(33)
6	2801 Leavenworth Street	Outside Market	80,908		Institutional	7,172	26	73	229	41	369	142	227	60	21	38	(241)	(39)
7	1142 Van Ness Avenue	Outside Market	52,475		Institutional	2,815	17	48	148	26	239	92	147	39	14	25	239	39
8	1946 Van Ness Avenue	Outside Market	25,839		Institutional	1,386	8	23	73	13	118	45	73	19	7	12	118	19
9	2550 Van Ness Avenue	Outside Market	54,298		Residential	921	-	-	-	159	159	73	86	-	-	-	125	(17)
Total			327,593			14,299	51	145	450	239	1,218	574	644	187	87	101	125	18

**PROPOSED USES AT 1069 PINE STREET**  
**TRIP GENERATION ANALYSIS**  
**Retail (WORK TRIPS)**

<b>Proposed Size:</b>	<b>750</b>	sqf
Daily Person-Trip Generation Rate [1]:	150	trips/1000 gsf
Daily Person-Trips	113	person-trips
Daily Work Trips [2]:	4%	5 person-trips
PM Peak Hour Person Trip Generation Rate [1]:	9.0%	13.5 trips/1000 gsf
Total PM Peak Hour Person-Trips:	10	person-trips
PM Peak Hour Work Trips [2]:	4%	0 person-trips

ORIGINS	DISTRIBUTION [3]	MODE	PERCENT [3]	V.O.R. [3]	DAILY		PM PEAK HOUR	
					PERSON TRIPS	AUTO TRIPS	PERSON TRIPS	AUTO TRIPS
<b>Superdistrict 1</b>	12.8%	Auto	13.8%	1.28	0	0	0	0
		Ride Share			0		0	
		Transit	36.0%		0		0	
		Walk	47.5%		0		0	
		Other	2.7%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Superdistrict 2</b>	14.4%	Auto	31.6%	1.23	0	0	0	0
		Ride Share			0		0	
		Transit	65.8%		0		0	
		Walk	1.3%		0		0	
		Other	1.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Superdistrict 3</b>	17.0%	Auto	39.5%	1.29	0	0	0	0
		Ride Share			0		0	
		Transit	54.4%		0		0	
		Walk	3.8%		0		0	
		Other	2.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Superdistrict 4</b>	11.2%	Auto	41.7%	1.59	0	0	0	0
		Ride Share			0		0	
		Transit	54.5%		0		0	
		Walk	0.0%		0		0	
		Other	3.8%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>East Bay</b>	22.4%	Auto	39.4%	3.33	0	0	0	0
		Ride Share	0.0%		0		0	
		Transit	57.0%		1		0	
		Walk	0.0%		0		0	
		Other	3.6%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>North Bay</b>	6.1%	Auto	52.8%	1.70	0	0	0	0
		Ride Share	0.0%		0		0	
		Transit	45.3%		0		0	
		Walk	0.0%		0		0	
		Other	1.9%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>South Bay</b>	14.3%	Auto	58.0%	1.23	0	0	0	0
		Ride Share	0.0%		0		0	
		Transit	40.7%		0		0	
		Walk	0.0%		0		0	
		Other	1.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Out of Region</b>	1.8%	Auto	47.8%	1.50	0	0	0	0
		Ride Share	0.0%		0		0	
		Transit	50.0%		0		0	
		Walk			0		0	
		Other	2.2%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	100.0%	Auto	13.8%	1.50	2	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	36.0%		2		0	
		Walk	47.5%		0		0	
		Other	2.7%		0		0	
		<b>TOTAL</b>			<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>

Notes:

[1] SF Guidelines, Appendix C - Table C-1: Office

[2] SF Guidelines, Appendix C - Table C-2: Office

[3] SF Guidelines, Appendix E - Table E-3: Work Trips to SD-1



**PROPOSED USES AT 1069 PINE STREET**  
**TRIP GENERATION ANALYSIS**  
**Retail (NON-WORK TRIPS)**

<b>Proposed Size:</b>	<b>750</b>	sqf
Daily Person-Trip Generation Rate [1]:	150	trips/1000 gsf
Daily Person-Trips	113	person-trips
Daily Non-Work Trips [2]:	96%	108 person-trips
PM Peak Hour Person Trip Generation Rate [1]:	17.3%	26.0 trips/1000 gsf
Total PM Peak Hour Person-Trips:	19	person-trips
PM Peak Hour Non-Work Trips [2]:	96%	19 person-trips

ORIGINS	DISTRIBUTION [3]	MODE	PERCENT [3]	V.O.R. [3]	DAILY		PM PEAK HOUR	
					PERSON TRIPS	AUTO TRIPS	PERSON TRIPS	AUTO TRIPS
<b>Superdistrict 1</b>	19.0%	Auto	18.1%	1.62	4	2	1	0
		Ride Share	0.0%		0	0	0	0
		Transit	14.7%		3		1	
		Walk	63.0%		13		2	
		Other	4.2%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>21</b>	<b>2</b>	<b>4</b>	<b>0</b>
<b>Superdistrict 2</b>	7.0%	Auto	27.9%	1.66	2	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	32.6%		2		0	
		Walk	34.1%		3		0	
		Other	5.4%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>8</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Superdistrict 3</b>	8.0%	Auto	31.2%	2.08	3	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	21.7%		2		0	
		Walk	41.3%		4		1	
		Other	5.8%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>9</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Superdistrict 4</b>	3.0%	Auto	34.0%	1.51	1	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	34.0%		1		0	
		Walk	28.0%		1		0	
		Other	4.0%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>East Bay</b>	11.0%	Auto	38.1%	2.35	5	2	1	0
		Ride Share	0.0%		0	0	0	0
		Transit	23.2%		3		0	
		Walk	36.6%		4		1	
		Other	2.1%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>12</b>	<b>2</b>	<b>2</b>	<b>0</b>
<b>North Bay</b>	5.0%	Auto	46.1%	2.27	2	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	17.6%		1		0	
		Walk	34.1%		2		0	
		Other	2.2%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>5</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>South Bay</b>	8.0%	Auto	73.8%	2.84	6	2	1	0
		Ride Share	0.0%		0	0	0	0
		Transit	14.1%		1		0	
		Walk	10.1%		1		0	
		Other	2.0%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>9</b>	<b>2</b>	<b>1</b>	<b>0</b>
<b>Out of Region</b>	39.0%	Auto	37.0%	3.12	16	5	3	1
		Ride Share	0.0%		0	0	0	0
		Transit	8.4%		4		1	
		Walk	28.3%		12		2	
		Other	26.3%		11		2	
		<b>TOTAL</b>	<b>100.0%</b>		<b>42</b>	<b>5</b>	<b>7</b>	<b>1</b>
<b>TOTAL</b>	100.0%	Auto	13.8%	1.28	39	16	7	5
		Ride Share	0.0%		0	0	0	0
		Transit	36.0%		17		3	
		Walk	47.5%		39		7	
		Other	2.7%		14		2	
		<b>TOTAL</b>	<b>100.0%</b>		<b>108</b>	<b>16</b>	<b>19</b>	<b>5</b>

Notes:

[1] SF Guidelines, Appendix C - Table C-1: Office

[2] SF Guidelines, Appendix C - Table C-2: Office

[3] SF Guidelines, Appendix E - Table E-12: Visitor Trips to SD-1 Retail

**PROPOSED USES AT 1069 PINE STREET**  
**TRIP GENERATION ANALYSIS**  
**Office (WORK TRIPS)**

<b>Proposed Size:</b>	<b>2914</b>	sqf
Daily Person-Trip Generation Rate [1]:	18.1	trips/1000 gsf
Daily Person-Trips	53	person-trips
Daily Work Trips [2]:	36%	19 person-trips
PM Peak Hour Person Trip Generation Rate [1]:	8.5%	1.5 trips/1000 gsf
Total PM Peak Hour Person-Trips:	4	person-trips
PM Peak Hour Work Trips [2]:	83%	4 person-trips

ORIGINS	DISTRIBUTION [3]	MODE	PERCENT [3]	V.O.R. [3]	DAILY		PM PEAK HOUR	
					PERSON TRIPS	AUTO TRIPS	PERSON TRIPS	AUTO TRIPS
<b>Superdistrict 1</b>	12.8%	Auto	13.8%	1.28	0	0	0	0
		Ride Share			0		0	
		Transit	36.0%		1		0	
		Walk	47.5%		1		0	
		Other	2.7%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Superdistrict 2</b>	14.4%	Auto	31.6%	1.23	1	1	0	0
		Ride Share			0		0	
		Transit	65.8%		2		0	
		Walk	1.3%		0		0	
		Other	1.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Superdistrict 3</b>	17.0%	Auto	39.5%	1.29	1	1	0	0
		Ride Share			0		0	
		Transit	54.4%		2		0	
		Walk	3.8%		0		0	
		Other	2.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Superdistrict 4</b>	11.2%	Auto	41.7%	1.59	1	1	0	0
		Ride Share			0		0	
		Transit	54.5%		1		0	
		Walk	0.0%		0		0	
		Other	3.8%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>East Bay</b>	22.4%	Auto	39.4%	3.33	2	1	0	0
		Ride Share	0.0%		0		0	
		Transit	57.0%		2		0	
		Walk	0.0%		0		0	
		Other	3.6%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>4</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>North Bay</b>	6.1%	Auto	52.8%	1.70	1	0	0	0
		Ride Share	0.0%		0		0	
		Transit	45.3%		1		0	
		Walk	0.0%		0		0	
		Other	1.9%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>South Bay</b>	14.3%	Auto	58.0%	1.23	2	1	0	0
		Ride Share	0.0%		0		0	
		Transit	40.7%		1		0	
		Walk	0.0%		0		0	
		Other	1.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Out of Region</b>	1.8%	Auto	47.8%	1.50	0	0	0	0
		Ride Share	0.0%		0		0	
		Transit	50.0%		0		0	
		Walk			0		0	
		Other	2.2%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	100.0%	Auto	38.9%	1.50	7	5	1	1
		Ride Share	0.0%		0	0	0	0
		Transit	51.7%		10		2	
		Walk	6.9%		1		0	
		Other	2.5%		0		0	
		<b>TOTAL</b>			<b>19</b>	<b>5</b>	<b>4</b>	<b>1</b>

Notes:

[1] SF Guidelines, Appendix C - Table C-1: Office

[2] SF Guidelines, Appendix C - Table C-2: Office

[3] SF Guidelines, Appendix E - Table E-3: Work Trips to SD-1

**PROPOSED USES AT 1069 PINE STREET**  
**TRIP GENERATION ANALYSIS**  
**Office (NON-WORK TRIPS)**

<b>Proposed Size:</b>		<b>2914</b>	sqf
Daily Person-Trip Generation Rate [1]:		18.1	trips/1000 gsf
Daily Person-Trips		53	person-trips
Daily Non-Work Trips [2]:	64%	34	person-trips
PM Peak Hour Person Trip Generation Rate [1]:	17.3%	3.1	trips/1000 gsf
Total PM Peak Hour Person-Trips:		9	person-trips
PM Peak Hour Non-Work Trips [2]:	17%	2	person-trips

ORIGINS	DISTRIBUTION [3]	MODE	PERCENT [3]	V.O.R. [3]	DAILY		PM PEAK HOUR	
					PERSON TRIPS	AUTO TRIPS	PERSON TRIPS	AUTO TRIPS
<b>Superdistrict 1</b>	22.0%	Auto	12.9%	2.29	1	0	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	17.1%		1		0	
		Walk	65.3%		5		0	
		Other	4.7%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Superdistrict 2</b>	14.0%	Auto	31.9%	2.07	2	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	35.0%		2		0	
		Walk	26.7%		1		0	
		Other	6.4%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Superdistrict 3</b>	13.0%	Auto	38.8%	2.39	2	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	36.8%		2		0	
		Walk	17.4%		1		0	
		Other	7.0%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Superdistrict 4</b>	7.0%	Auto	42.5%	1.93	1	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	32.7%		1		0	
		Walk	17.7%		0		0	
		Other	7.1%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>East Bay</b>	11.0%	Auto	47.4%	2.43	2	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	24.9%		1		0	
		Walk	25.4%		1		0	
		Other	2.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>North Bay</b>	5.0%	Auto	71.1%	1.91	1	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	9.6%		0		0	
		Walk	15.8%		0		0	
		Other	3.5%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>South Bay</b>	7.0%	Auto	59.5%	2.46	1	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	24.6%		1		0	
		Walk	13.5%		0		0	
		Other	2.4%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Out of Region</b>	21.0%	Auto	35.9%	3.17	3	1	0	0
		Ride Share	0.0%		0	0	0	0
		Transit	24.1%		2		0	
		Walk	27.7%		2		0	
		Other	12.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>7</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	100.0%	Auto	35.8%	1.28	12	5	1	0
		Ride Share	0.0%		0	0	0	0
		Transit	25.7%		9		0	
		Walk	32.0%		11		0	
		Other	6.5%		2		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>34</b>	<b>5</b>	<b>2</b>	<b>0</b>

Notes:

[1] SF Guidelines, Appendix C - Table C-1: Office

[2] SF Guidelines, Appendix C - Table C-2: Office

[3] SF Guidelines, Appendix E - Table E-12: Visitor Trips to SD-1 All Other

**PROPOSED USES AT 1069 PINE STREET**  
**TRIP GENERATION ANALYSIS**  
**RESIDENTIAL (WORK TRIPS) - 1bed/studio**

<b>Proposed Size:</b>		<b>64</b>	units
Daily Person-Trip Generation Rate [1]:		7.5	trips/unit
Daily Person-Trips		480	person-trips
Daily Work Trips [2]:	33%	158	person-trips
PM Peak Hour Person Trip Generation Rate [1]:	17.3%	1.3	trips/unit
Total PM Peak Hour Person-Trips:		83	person-trips
PM Peak Hour Work Trips [2]:	50%	42	person-trips

ORIGINS	DISTRIBUTION [3]	MODE	PERCENT [3]	V.O.R. [3]	DAILY		PM PEAK HOUR	
					PERSON TRIPS	AUTO TRIPS	PERSON TRIPS	AUTO TRIPS
<b>Superdistrict 1</b>	88.3%	Auto	17.6%	2.40	25	25	6	6
		Ride Share	5.3%		7	3	2	1
		Transit	24.0%		34		9	
		Walk	41.8%		58		15	
		Other	11.3%		16		4	
		<b>TOTAL</b>	<b>100.0%</b>		<b>140</b>	<b>28</b>	<b>37</b>	<b>7</b>
<b>Superdistrict 2</b>	1.6%	Auto	17.6%	2.40	0	0	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		1		0	
		Walk	41.8%		1		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Superdistrict 3</b>	1.6%	Auto	17.6%	2.40	0	0	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		1		0	
		Walk	41.8%		1		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Superdistrict 4</b>	1.6%	Auto	17.6%	2.40	0	0	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		1		0	
		Walk	41.8%		1		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>East Bay</b>	2.3%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		1		0	
		Walk	41.8%		2		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>4</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>North Bay</b>	2.3%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		1		0	
		Walk	41.8%		2		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>4</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>South Bay</b>	2.3%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		1		0	
		Walk	41.8%		2		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>4</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Out of Region</b>	0.0%	Auto	17.6%	2.40	0	0	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		0		0	
		Walk	41.8%		0		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	100.0%	Auto	17.6%	2.40	28	28	7	7
		Ride Share	5.3%		8	4	2	1
		Transit	24.0%		38		10	
		Walk	41.8%		66		17	
		Other	11.3%		18		5	
		<b>TOTAL</b>			<b>158</b>	<b>31</b>	<b>42</b>	<b>8</b>

Notes:

- [1] SF Guidelines, Appendix C - Table C-1: Residential  
[2] SF Guidelines, Appendix C - Table C-2: Residential  
[3] ACS 2011-2015 Data, Tract 119.01

**PROPOSED USES AT 1069 PINE STREET**  
**TRIP GENERATION ANALYSIS**  
**RESIDENTIAL (NON-WORK TRIPS)**

<b>Proposed Size:</b>	<b>64</b>	units
Daily Person-Trip Generation Rate [1]:	7.5	trips/unit
Daily Person-Trips	480	person-trips
Daily Non-Work Trips [2]:	67%	322 person-trips
PM Peak Hour Person Trip Generation Rate [1]:	17.3%	1.3 trips/unit
Total PM Peak Hour Person-Trips:	83	person-trips
PM Peak Hour Non-Work Trips [2]:	50%	42 person-trips

ORIGINS	DISTRIBUTION [3]	MODE	PERCENT [3]	V.O.R. [3]	DAILY		PM PEAK HOUR	
					PERSON TRIPS	AUTO TRIPS	PERSON TRIPS	AUTO TRIPS
<b>Superdistrict 1</b>	88.3%	Auto	17.6%	2.40	50	50	6	6
		Ride Share	5.3%		15	6	2	1
		Transit	24.0%		68		9	
		Walk	41.8%		119		15	
		Other	11.3%		32		4	
		<b>TOTAL</b>	<b>100.0%</b>		<b>284</b>	<b>56</b>	<b>37</b>	<b>7</b>
<b>Superdistrict 2</b>	1.6%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		1		0	
		Walk	41.8%		2		0	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>5</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Superdistrict 3</b>	1.6%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		1		0	
		Walk	41.8%		2		0	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>5</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Superdistrict 4</b>	1.6%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		1		0	
		Walk	41.8%		2		0	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>5</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>East Bay</b>	2.3%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		2		0	
		Walk	41.8%		3		0	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>7</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>North Bay</b>	2.3%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		2		0	
		Walk	41.8%		3		0	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>7</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>South Bay</b>	2.3%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		2		0	
		Walk	41.8%		3		0	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>7</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Out of Region</b>	0.0%	Auto	17.6%	2.40	0	0	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		0		0	
		Walk	41.8%		0		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	100.0%	Auto	17.6%	2.40	57	57	7	7
		Ride Share	5.3%		17	7	2	1
		Transit	24.0%		77		10	
		Walk	41.8%		134		17	
		Other	11.3%		36		5	
		<b>TOTAL</b>	<b>100.0%</b>		<b>322</b>	<b>64</b>	<b>42</b>	<b>8</b>

Notes:

[1] SF Guidelines, Appendix C - Table C-1: Residential

[2] SF Guidelines, Appendix C - Table C-2: Residential

[3] ACS 2011-2015 Data, Tract 119.01

**PROPOSED USES AT 1055 PINE STREET**  
**TRIP GENERATION ANALYSIS**  
**RESIDENTIAL (WORK TRIPS) - 2BR+ Units**

<b>Proposed Size:</b>	<b>136</b>	units
Daily Person-Trip Generation Rate [1]:	10	trips/unit
Daily Person-Trips	1360	person-trips
Daily Work Trips [2]:	449	person-trips
PM Peak Hour Person Trip Generation Rate [1]:	17.3%	trips/unit
Total PM Peak Hour Person-Trips:	235	person-trips
PM Peak Hour Work Trips [2]:	118	person-trips

ORIGINS	DISTRIBUTION [3]	MODE	PERCENT [3]	V.O.R. [3]	DAILY		PM PEAK HOUR	
					PERSON TRIPS	AUTO TRIPS	PERSON TRIPS	AUTO TRIPS
<b>Superdistrict 1</b>	88.3%	Auto	17.6%	2.40	70	70	18	18
		Ride Share	5.3%		21	9	6	2
		Transit	24.0%		95		25	
		Walk	41.8%		166		43	
		Other	11.3%		45		12	
		<b>TOTAL</b>	<b>100.0%</b>		<b>396</b>	<b>79</b>	<b>104</b>	<b>21</b>
<b>Superdistrict 2</b>	1.6%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		2		0	
		Walk	41.8%		3		1	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>7</b>	<b>1</b>	<b>2</b>	<b>0</b>
<b>Superdistrict 3</b>	1.6%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		2		0	
		Walk	41.8%		3		1	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>7</b>	<b>1</b>	<b>2</b>	<b>0</b>
<b>Superdistrict 4</b>	1.6%	Auto	17.6%	2.40	1	1	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		2		0	
		Walk	41.8%		3		1	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>7</b>	<b>1</b>	<b>2</b>	<b>0</b>
<b>East Bay</b>	2.3%	Auto	17.6%	2.40	2	2	0	0
		Ride Share	5.3%		1	0	0	0
		Transit	24.0%		2		1	
		Walk	41.8%		4		1	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>10</b>	<b>2</b>	<b>3</b>	<b>1</b>
<b>North Bay</b>	2.3%	Auto	17.6%	2.40	2	2	0	0
		Ride Share	5.3%		1	0	0	0
		Transit	24.0%		2		1	
		Walk	41.8%		4		1	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>10</b>	<b>2</b>	<b>3</b>	<b>1</b>
<b>South Bay</b>	2.3%	Auto	17.6%	2.40	2	2	0	0
		Ride Share	5.3%		1	0	0	0
		Transit	24.0%		2		1	
		Walk	41.8%		4		1	
		Other	11.3%		1		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>10</b>	<b>2</b>	<b>3</b>	<b>1</b>
<b>Out of Region</b>	0.0%	Auto	17.6%	2.40	0	0	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		0		0	
		Walk	41.8%		0		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	100.0%	Auto	17.6%	2.40	79	79	21	21
		Ride Share	5.3%		24	10	6	3
		Transit	24.0%		108		28	
		Walk	41.8%		188		49	
		Other	11.3%		51		13	
		<b>TOTAL</b>			<b>449</b>	<b>89</b>	<b>118</b>	<b>23</b>

Notes:

[1] SF Guidelines, Appendix C - Table C-1: Residential

[2] SF Guidelines, Appendix C - Table C-2: Residential

[3] ACS 2011-2015 Data, Tract 119.01

**PROPOSED USES AT 1055 PINE STREET**  
**TRIP GENERATION ANALYSIS**  
**RESIDENTIAL (NON-WORK TRIPS)**

<b>Proposed Size:</b>	<b>136</b>	units
Daily Person-Trip Generation Rate [1]:	10	trips/unit
Daily Person-Trips	1360	person-trips
Daily Non-Work Trips [2]:	67%	911 person-trips
PM Peak Hour Person Trip Generation Rate [1]:	17.3%	1.7 trips/unit
Total PM Peak Hour Person-Trips:	235	person-trips
PM Peak Hour Non-Work Trips [2]:	50%	118 person-trips

ORIGINS	DISTRIBUTION [3]	MODE	PERCENT [3]	V.O.R. [3]	DAILY		PM PEAK HOUR	
					PERSON TRIPS	AUTO TRIPS	PERSON TRIPS	AUTO TRIPS
<b>Superdistrict 1</b>	88.3%	Auto	17.6%	2.40	142	142	18	18
		Ride Share	5.3%		43	18	6	2
		Transit	24.0%		193		25	
		Walk	41.8%		336		43	
		Other	11.3%		91		12	
		<b>TOTAL</b>	<b>100.0%</b>		<b>804</b>	<b>159</b>	<b>104</b>	<b>21</b>
<b>Superdistrict 2</b>	1.6%	Auto	17.6%	2.40	3	3	0	0
		Ride Share	5.3%		1	0	0	0
		Transit	24.0%		3		0	
		Walk	41.8%		6		1	
		Other	11.3%		2		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>15</b>	<b>3</b>	<b>2</b>	<b>0</b>
<b>Superdistrict 3</b>	1.6%	Auto	17.6%	2.40	3	3	0	0
		Ride Share	5.3%		1	0	0	0
		Transit	24.0%		3		0	
		Walk	41.8%		6		1	
		Other	11.3%		2		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>15</b>	<b>3</b>	<b>2</b>	<b>0</b>
<b>Superdistrict 4</b>	1.6%	Auto	17.6%	2.40	3	3	0	0
		Ride Share	5.3%		1	0	0	0
		Transit	24.0%		3		0	
		Walk	41.8%		6		1	
		Other	11.3%		2		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>15</b>	<b>3</b>	<b>2</b>	<b>0</b>
<b>East Bay</b>	2.3%	Auto	17.6%	2.40	4	4	0	0
		Ride Share	5.3%		1	0	0	0
		Transit	24.0%		5		1	
		Walk	41.8%		9		1	
		Other	11.3%		2		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>21</b>	<b>4</b>	<b>3</b>	<b>1</b>
<b>North Bay</b>	2.3%	Auto	17.6%	2.40	4	4	0	0
		Ride Share	5.3%		1	0	0	0
		Transit	24.0%		5		1	
		Walk	41.8%		9		1	
		Other	11.3%		2		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>21</b>	<b>4</b>	<b>3</b>	<b>1</b>
<b>South Bay</b>	2.3%	Auto	17.6%	2.40	4	4	0	0
		Ride Share	5.3%		1	0	0	0
		Transit	24.0%		5		1	
		Walk	41.8%		9		1	
		Other	11.3%		2		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>21</b>	<b>4</b>	<b>3</b>	<b>1</b>
<b>Out of Region</b>	0.0%	Auto	17.6%	2.40	0	0	0	0
		Ride Share	5.3%		0	0	0	0
		Transit	24.0%		0		0	
		Walk	41.8%		0		0	
		Other	11.3%		0		0	
		<b>TOTAL</b>	<b>100.0%</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	100.0%	Auto	17.6%	2.40	161	161	21	21
		Ride Share	5.3%		48	20	6	3
		Transit	24.0%		219		28	
		Walk	41.8%		381		49	
		Other	11.3%		103		13	
		<b>TOTAL</b>	<b>100.0%</b>		<b>911</b>	<b>181</b>	<b>118</b>	<b>23</b>

Notes:

[1] SF Guidelines, Appendix C - Table C-1: Residential

[2] SF Guidelines, Appendix C - Table C-2: Residential

[3] ACS 2011-2015 Data, Tract 119.01

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PLACE OF WORK FOR WORKERS 16 YEARS AND OVER--METROPOLITAN STATISTICAL AREA LEVEL

	Census Tract 119.01, San Francisco County, California	
	Estimate	%
Total:	1,527	100%
Living in a principal city:	1,527	100%
Worked in Metropolitan Statistical Area of residence:	1,421	93%
Worked in a principal city	1,348	88.3%
Worked outside any principal city	73	4.8%
Worked in a different Metropolitan Statistical Area:	106	6.9%
Worked in a principal city	77	5.0%
Worked outside any principal city	29	2%
Worked in a Micropolitan Statistical Area:	0	0%
Worked in a principal city	0	0%
Worked outside any principal city	0	0%
Worked outside any Metropolitan or Micropolitan Statistical Area	0	0%
Living outside any principal city:	0	0%
Worked in Metropolitan Statistical Area of residence:	0	
Worked in a principal city	0	
Worked outside any principal city	0	
Worked in a different Metropolitan Statistical Area:	0	
Worked in a principal city	0	
Worked outside any principal city	0	
Worked in a Micropolitan Statistical Area:	0	
Worked in a principal city	0	
Worked outside any principal city	0	
Worked outside any Metropolitan or Micropolitan Statistical Area	0	

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Work in San Francisco  
Work in SD1  
Work in rest of SF (SD2, SD3, SD4)  
Work outside SF (EB, NB, SB)

Conclusion (Census Tract 119.01, San Francisco County, California)

SD1	88.3%
SD2	1.6%
SD3	1.6%
SD4	1.6%
EB	2.3%
NB	2.3%
SB	2.3%
Outside	0%
Total	100%

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MEANS OF TRANSPORTATION TO WORK

Universe: Workers 16 years and over

	Census Tract 119.01, San Francisco County, California	
	Estimate	%
Total:	1,527	
Car, truck, or van:	350	22.9%
Drove alone	269	17.6%
Carpooled:	81	5.3%
In 2-person carpool	47	3.1%
In 3-person carpool	21	1.4%
In 4-person carpool	13	0.9%
In 5- or 6-person carpool	0	0.0%
In 7-or-more-person carpool	0	0.0%
Public transportation (excluding taxicab):	367	24.0%
Bus or trolley bus	285	18.7%
Streetcar or trolley car (carro publico in Puerto Rico)	38	2.5%
Subway or elevated	26	1.7%
Railroad	0	0.0%
Ferryboat	18	1.2%
Taxicab	18	1.2%
Motorcycle	20	1.3%
Bicycle	9	0.6%
Walked	638	41.8%
Other means	0	0.0%
Worked at home	125	8.2%

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

	No. of Person	No. of Vehicles
Drive Alone	269	269
Carpooled	81	33.75
In 2-person carpool	47	23.5
In 3-person carpool	21	7
In 4-person carpool	13	3.25
In 5- or 6-person carpool	0	0
In 7-or-more-person carpool	0	0
Total	350	302.75

Overall VOR 1.16  
Carpool VOR 2.40

Drive Alone	17.6%
Carpool	5.3%
Transit	24.0%
Bus	18.7%
Lightrail	1.7%
Rail	0.0%
Bike	0.6%
Walk	41.8%
Other	10.7%
Total	100.0%

DA	17.6%
Carpool	5.3%
Transit	24.0%
Walk	41.8%
Other	11.3%
Total	100.0%



AAU Trip Generation Estimates by Mode

Mode Split		Near Market						IB	OB	
		Drive	Carpool	Transit	Shuttle	Bike	Walk	Total		
Faculty		10%	6%	57%	0%	9%	18%	100%	46%	54%
Staff		10%	6%	57%	0%	9%	18%	100%	8%	92%
Commuter Students		10%	0%	45%	16%	1%	28%	100%	46%	54%
Residential Students		0%	0%	5%	57%	4%	34%	100%	46%	54%
Vehicle Occupancy Rate		2.25								

NEAR MARKET													
1	1055 Pine Street	Person Trips							Vehicle Trips				
		Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
	Faculty	0	0	0	0	0	0	0	0	0	0	0	0
	Staff	0	0	0	0	0	0	0	0	0	0	0	0
	Commuter Students	0	0	0	0	0	0	0	0	0	0	0	0
	Residential Students	0	0	5	54	4	32	95	44	51	0	0	0
	Total	0	0	5	54	4	32	95	44	51	0	0	0
2	1069 Pine Street	Person Trips							Vehicle Trips				
		Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
	Faculty	0	0	0	0	0	0	1	0	0	0	0	0
	Staff	0	0	1	0	0	0	2	0	2	0	0	0
	Commuter Students	1	0	2	1	0	1	5	2	3	1	0	0
	Residential Students	0	0	0	1	0	0	1	0	1	0	0	0
	Total	1	0	4	1	0	2	9	3	5	1	0	1
3	700 Montgomery Street	Person Trips							Vehicle Trips				
		Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
	Faculty	0	0	2	0	0	1	4	2	2	0	0	0
	Staff	1	1	6	0	1	2	10	1	10	1	0	1
	Commuter Students	3	0	15	5	0	9	32	15	17	3	1	2
	Residential Students	0	0	0	3	0	2	6	3	3	0	0	0
	Total	5	1	23	8	2	14	52	20	32	5	2	3

NEAR MARKET												
Person Trips							Vehicle Trips					
Total	Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
Faculty	0	0	2	0	0	1	4	2	2	1	0	0
Staff	1	1	7	0	1	2	12	1	11	2	0	1
Commuter Students	4	0	17	6	0	11	38	17	20	4	2	2
Residential Students	0	0	5	58	4	35	101	47	55	0	0	0
Total	5	1	31	64	6	48	156	67	89	6	2	4

AAU Trip Generation Estimates by Mode

Mode Split		Outside Market						IB	OB	
		Drive	Carpool	Transit	Shuttle	Bike	Walk	Total		
Faculty		20%	4%	57%	1%	2%	16%	100%	46%	54%
Staff		20%	4%	57%	1%	2%	16%	100%	8%	92%
Commuter Students		14%	6%	56%	11%	3%	10%	100%	46%	54%
Residential Students		0%	0%	5%	57%	4%	34%	100%	46%	54%
Vehicle Occupancy Rate		2.25								

OUTSIDE MARKET													
4	2295 Taylor Street	Person Trips							Vehicle Trips				
		Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
	Faculty	1	0	4	0	0	1	6	3	3	1	1	1
	Staff	4	1	10	0	0	3	18	1	17	4	0	4
	Commuter Students	8	3	32	6	2	6	57	26	31	9	4	5
	Residential Students	0	0	1	6	0	3	10	5	5	0	0	0
	Total	13	4	46	12	3	13	91	35	56	15	5	9
5	2340 Stockton Street	Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
	Faculty	3	1	8	0	0	2	14	7	8	3	1	2
	Staff	8	2	23	0	1	6	40	3	37	9	1	8
	Commuter Students	18	8	71	14	4	13	126	58	68	21	10	11
	Residential Students	0	0	1	13	1	8	22	10	12	0	0	0
	Total	29	10	103	27	6	29	203	78	125	33	12	21
6	2801 Leavenworth Street	Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
	Faculty	9	2	24	0	1	7	43	20	23	9	4	5
	Staff	24	5	69	1	2	19	121	10	112	26	2	24
	Commuter Students	53	23	212	42	11	38	378	174	204	63	29	34
	Residential Students	0	0	3	38	3	23	67	31	36	0	0	0
	Total	86	29	309	82	17	87	610	234	375	99	35	63
7	1142 Van Ness Avenue	Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
	Faculty	3	1	10	0	0	3	17	8	9	4	2	2
	Staff	10	2	27	0	1	8	48	4	44	10	1	10
	Commuter Students	21	9	83	16	4	15	148	68	80	25	11	13
	Residential Students	0	0	1	15	1	9	26	12	14	0	0	0
	Total	34	11	121	32	7	34	239	92	147	39	14	25
8	1946 Van Ness Avenue	Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
	Faculty	2	0	5	0	0	1	8	4	4	2	1	1
	Staff	5	1	13	0	0	4	23	2	22	5	0	5
	Commuter Students	10	4	41	8	2	7	73	34	39	12	6	7
	Residential Students	0	0	1	7	1	4	13	6	7	0	0	0
	Total	17	6	60	16	3	17	118	45	73	19	7	12
9	2550 Van Ness Avenue	Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
	Faculty	0	0	0	0	0	0	0	0	0	0	0	0
	Staff	0	0	0	0	0	0	0	0	0	0	0	0
	Commuter Students	0	0	0	0	0	0	0	0	0	0	0	0
	Residential Students	0	0	8	91	6	54	159	73	86	0	0	0
	Total	0	0	8	91	6	54	159	73	86	0	0	0

Person Trips										Vehicle Trips		
OUTSIDE MARKET												
Total	Drive	Carpool	Transit	Shuttle	Bike	Walk	Total	IB	OB	Total	IB	OB
Faculty	18	4	50	1	2	14	89	41	48	19	9	10
Staff	50	10	143	3	5	40	251	20	231	55	4	50
Commuter Students	109	47	438	86	23	78	782	360	422	130	60	70
Residential Students	0	0	15	170	12	101	298	137	161	0	0	0
Total	177	61	647	259	42	234	1420	558	862	204	73	131

GRAND TOTAL (INBOUND)										Total	IB	OB
Faculty	18	4	53	1	2	15	93	43	50	20	9	11
Staff	51	11	150	3	6	42	263	21	242	56	4	52
Commuter Students	113	47	455	92	24	89	820	377	443	134	62	72
Residential Students	0	0	20	228	16	136	400	184	216	0	0	0
Total	183	61	678	323	48	282	1576	625	951	210	75	135

# AAU Trip Generation Estimates

No	Site Location	Area	Uses	Use Type	Size		Daily		PM Peak					
					GSF	Rooms	PT Rate	PTE	PT Rate	Total PTE	Faculty	Staff	Comm Std	Res Std
1	1055 Pine Street	Near Market	Residential, cafeteria	Residential	36,213	81	6.77 /room	548	1.17 /room	95				95
2	1069 Pine Street	Near Market	Student lounge, clubhouse, office, recre	Institutional	1,875		53.65 /1,000 sf	101	4.56 /1,000 sf	9	1	2	5	1
3	700 Montgomery Street	Near Market	Classrooms, offices, café	Institutional	11,455		53.65 /1,000 sf	615	4.56 /1,000 sf	52	4	10	32	6
4	2295 Taylor Street	Outside Market	Classrooms, labs/studios, offices, galler	Institutional	20,000		53.65 /1,000 sf	1,073	4.56 /1,000 sf	91	6	18	57	10
5	2340 Stockton Street	Outside Market	Classrooms, labs/studios, offices, galler	Institutional	44,530		53.65 /1,000 sf	2,389	4.56 /1,000 sf	203	14	40	126	22
6	2801 Leavenworth Street	Outside Market		Institutional	133,675		53.65 /1,000 sf	7,172	4.56 /1,000 sf	610	43	121	378	67
7	1142 Van Ness Avenue	Outside Market		Institutional	52,475		53.65 /1,000 sf	2,815	4.56 /1,000 sf	239	17	48	148	26
8	1946 Van Ness Avenue	Outside Market		Institutional	25,839		53.65 /1,000 sf	1,386	4.56 /1,000 sf	118	8	23	73	13
9	2550 Van Ness Avenue	Outside Market		Residential	54,298	136	6.77 /room	921	1.17 /room	159				159
Total					380,360	217		17,019		1,576	93	263	820	400

- Existing AAU Site Trip Generation presented in the Certified EIR
- Future AAU Site Trip Generation
- Existing = Future AAU Site Trip Generation presented in the Certified EIR

## Appendix G

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### Planning Code Compliance Checklist

**Planning Code Compliance: 1055 Pine Street**

<b>Project Description:</b> 136 affordable housing units (36,213 gsf) 5 off-street vehicle parking spaces 0 off-street freight loading space car-share parking space: Unknown bicycle parking spaces: Unknown <b>Zoning:</b> Mixed Residential High Density (RM-4)				
Topic	Planning Code Reference	Planning Code Requirement	Proposed Project	Existing Conditions
<b>Vehicle Parking (Off-Street)</b>	§ 151 Affordable Housing	Affordable housing = 0 space	5 spaces provided (compliant)	Student housing
<b>Car-Share Parking (Off-Street)</b>	§ 166 Residential	50-200 DUs = 1 space if parking is provided (1 space required)	Unknown	Student housing
<b>Bicycle Parking (Off-Street)</b>	§ 155.2 Residential	100 Class I spaces for first 100 DUs, plus 1 Class I per 4 DUs over 100 units (109 spaces required)	Unknown	Student housing
		1 Class II space per 20 DUs (6 spaces required)	Unknown	
<b>Freight Loading (Off-Street)</b>	§ 152 Residential	0-100,000 sf = 0 space (0 space required)	None provided (compliant)	Student housing

**Planning Code Compliance: 1069 Pine Street**

<b>Project Description:</b> 64 affordable housing units 2,914 gsf office 750 gsf retail 0 off-street vehicle parking space 0 off-street freight loading space 69 bicycle parking spaces (64 Class I and 5 Class II spaces) <b>Zoning:</b> Mixed Residential High Density (RM-4)				
Topic	Planning Code Reference	Planning Code Requirement	Proposed Project	Existing Conditions
<b>Vehicle Parking (Off-Street)</b>	§ 151 Affordable Housing	Affordable housing = 0 space	None provided (compliant)	Student amenities
	§ 151 Retail	1 space per 500 gsf (1 spaces required)	None provided (incompliant)	
	§ 151 Office	1 space per 500 gsf (5 spaces required)	None provided (incompliant)	
<b>Car-Share Parking (Off-Street)</b>	§ 166 Residential	0 required if parking is not provided	None provided (compliant)	Student amenities
<b>Bicycle Parking (Off-Street)</b>	§ 155.2 Residential	1 Class I space per DU (64 spaces required)	64 spaces provided (compliant)	Student amenities
		1 Class II space per 20 DUs (3 spaces required)	3 spaces provided (compliant)	
	§ 155.2 Retail	1 Class I space per 7,500 gsf (0 space required)	None provided (compliant)	
		1 Class II space per 2,500 gsf minimum 2 spaces (2 spaces required)	2 spaces provided (compliant)	
	§ 155.2 Office	1 Class I space per 5,000 gsf (0 space required)	None provided (compliant)	
		Greater than 5,000 gsf = minimum 2 spaces (0 space required)	None provided (compliant)	
<b>Freight Loading (Off-Street)</b>	§ 152 Residential	0-100,000 sf = 0 space (0 space required)	None provided (compliant)	Student amenities
	§ 152 Retail	0-10,000 sf = 0 space (0 space required)	None provided (compliant)	
	§ 152 Office	0-10,000 sf = 0 space (0 space required)	None provided (compliant)	

**Planning Code Compliance: 1142 Van Ness Avenue**

<b>Project Description:</b> 52,475 gsf institutional use 0 off-street vehicle parking space 0 off-street freight loading space bicycle parking spaces: Unknown <b>Zoning:</b> Residential- Commercial Combined, High Density (RC-4)				
Topic	Planning Code Reference	Planning Code Requirement	Proposed Project	Existing Conditions
<b>Vehicle Parking (Off-Street)</b>	§ 151.1 Institutional	Up to 1 space per two classrooms (0 space required)	None provided (compliant)	Occasional event space
<b>Car-Share Parking (Off-Street)</b>	§ 166 Institutional	0 to 24 spaces (0 space required)	None provided (compliant)	Occasional event space
<b>Bicycle Parking (Off-Street)</b>	§ 155.2 Institutional	1 Class I space per 20,000 gsf (2 spaces required)	Unknown	Occasional event space
		1 Class II space per 10,000 gsf minimum 2 spaces. (5 spaces required)	Unknown	
<b>Freight Loading (Off-Street)</b>	§ 152 Institutional	0-10,000 sf = 0 space (0 space required)	None provided (compliant)	Occasional event space

**Planning Code Compliance: 1946 Van Ness Avenue**

<b>Project Description:</b> 25,839 gsf institutional use 0 off-street vehicle parking space 0 off-street freight loading space bicycle parking spaces: Unknown <b>Zoning:</b> Residential- Commercial Combined, High Density (RC-4)				
Topic	Planning Code Reference	Planning Code Requirement	Proposed Project	Existing Conditions
<b>Vehicle Parking (Off-Street)</b>	§ 151.1 Institutional	Up to 1 space per two classrooms (0 space required)	None provided (compliant)	Vacant
<b>Car-Share Parking (Off-Street)</b>	§ 166 Institutional	0 to 24 spaces (0 space required)	None provided (compliant)	Vacant
<b>Bicycle Parking (Off-Street)</b>	§ 155.2 Institutional	1 Class I space per 20,000 gsf (1 spaces required)	Unknown	Vacant
		1 Class II space per 10,000 gsf minimum 2 spaces. (2 spaces required)	Unknown	
<b>Freight Loading (Off-Street)</b>	§ 152.1 Institutional	0-10,000 sf = 0 space (0 space required)	2 spaces provided (compliant)	Vacant



**Planning Code Compliance: 2550 Van Ness Avenue**

<b>Project Description:</b> 136 student housing units/ 272 beds (52,298 gsf) 30 off-street vehicle parking spaces 3 off-street freight loading spaces car-share parking spaces: Unknown bicycle parking spaces: Unknown <b>Zoning:</b> Residential-Commercial Combined, Medium Density (RM-3/RC-3)				
Topic	Planning Code Reference	Planning Code Requirement	Proposed Project	Existing Conditions
<b>Vehicle Parking (Off-Street)</b>	§ 151.1 Residential	Up to 1 space per 3 bedrooms or 6 beds, whoever is greater (Up to 45 spaces permitted).	30 spaces provided (compliant)	Hotel
<b>Car-Share Parking (Off-Street)</b>	§ 166 Residential	50-200 DUs = 1 space if parking is provided (1 space required)	Unknown	Hotel
<b>Bicycle Parking (Off-Street)</b>	§ 155.2 Group Housing that are Student Housing	25 Class I spaces for first 100 beds, plus 1 Class I per 5 beds over 100 beds, 50% more for student housing (89 spaces required)	Unknown	Hotel
		2 Class II space per 100 beds, 50% more for student housing minimum 2 spaces. (6 spaces required)	Unknown	
<b>Freight Loading (Off-Street)</b>	§ 152.1 Residential	0-10,000 sf = 0 space (0 space required)	30 spaces provided (compliant)	Hotel

# **Exhibit D**

## **Settlement Agreement**

# SETTLEMENT AGREEMENT

Stephens Institute, dba The Academy of Art University, and LLC Parties

THIS SETTLEMENT AGREEMENT (this “**Agreement**”) dated for convenience of reference purposes only as of \_\_\_\_\_, 2019, is between the **City and County of San Francisco**, a municipal corporation and charter city and county (the “**City**”), including the City Attorney acting on behalf of the People of the State of California and the City, on the one hand, and the STEPHENS INSTITUTE, a California corporation, dba the Academy of Art University (the “**Stephens Institute**”), and the limited liability companies listed on Exhibit A (each an “**LLC Party**” and collectively, the “**LLC Parties**” and, together with the Stephens Institute, jointly and severally as to all obligations in this Agreement other than the Settlement Payment and the Affordable Housing Payment, which are the obligation of the LLC Parties, the “**Academy**”), on the other hand. The City and the Academy are also sometimes referred to individually as a “**Party**” and together as the “**Parties**.” Unless otherwise defined in this Agreement, initially capitalized terms used in this Agreement shall have the meaning given them in Article 1 below.

## RECITALS

THIS AGREEMENT is made with reference to the following facts and circumstances:

A. On May 6, 2016, the City Attorney of the City and County of San Francisco (the “**City Attorney**”), on behalf of the City and the People of the State of California, commenced litigation in the Superior Court of California County of San Francisco (the “**Court**”) against the Academy in *People v. Stephens Institute, et. al*, San Francisco Superior Court Number CGC-16-551-832 (the “**Lawsuit**”). In the Lawsuit, the People and the City alleged violations of the City’s Administrative Code, Planning Code, Building Code, and the State Unfair Competition Law, Business and Professions Code Section 17200 et seq. (the “**UCL**”).

B. By this Agreement, the Academy agrees to: bring its existing uses into compliance with the Planning Code; relocate existing uses or change uses in buildings in accordance with applicable laws in those limited instances where the Planning Department has determined that legalization is not appropriate; compensate the People and the City for alleged past violations, including providing affordable housing public benefits to the City; and work cooperatively with the City in planning for future growth in a manner that accounts for the urban nature of the Academy’s campus, without adversely impacting the City’s affordable or rent-controlled housing stock, or burdening its transportation system, including, as a part of that plan, building new housing, or converting existing buildings, for its students on property that is zoned for such use as further provided in the Development Agreement.

C. In connection with the Lawsuit, the Parties entered into judicially-supervised settlement discussions. As a result of those settlement discussions, and under the auspices of the Court, the Academy and the City entered into a non-binding Term Sheet for Global Resolution, dated November 15, 2016 (the “**Initial Term Sheet**”), as later supplemented by the Parties again under the Court’s supervision in that certain non-binding Supplement to Term Sheet for Global Resolution, dated July 10, 2019 (the “**Supplement**”) (the Initial Term Sheet and the Supplement

are referred to collectively as the “**Term Sheet**”). The Term Sheet was intended to provide a basis to resolve all of the outstanding issues relating to the Lawsuit with respect to land use matters and to establish appropriate principles and processes for land use compliance by the Academy. The Parties made the Term Sheet public, each time with the Court’s consent, and the Planning Commission held public hearings relating to the matters addressed in the Term Sheet.

D. As a condition to this Agreement, and as contemplated by the Term Sheet, the City and the People and the Academy have entered into a comprehensive consent judgment that they will file with the Court seeking the Court’s approval and entry of judgment (attached as Exhibit B, the “**Consent Judgment**”). The Consent Judgment contains three main parts: (1) this Agreement; (2) a Stipulated Injunction (attached as Exhibit C, the “**Injunction**”), which provides a mechanism for judicial enforcement of the Academy’s obligations under this Agreement and the Development Agreement (defined below); (3) and the Development Agreement, which is attached as Exhibit D to this Agreement. This Agreement is contingent on the Court entering the Consent Judgment. Integral to the global resolution that the Consent Judgment would help achieve are the instruments securing the LLC Parties’ financial obligations under this Agreement and the Development Agreement. The obligations of the LLC Parties to make the **Settlement Payment** as further described in Section 2.2 under this Agreement will be secured by a Guaranty (attached as Exhibit E, the “**Guaranty**”) from the Stephens Family Trust, the Elisa Stephens Revocable Trust, the Scott Alan Stephens Revocable Trust, and Elisa Stephens, Scott Stephens, and Susanne Stephens, individually.

E. Also, as provided by the Supplement, in addition to the Settlement Payment, the LLC Parties will make a payment to the City totaling \$37,600,000 for affordable housing purposes (the “**Affordable Housing Payment**”) in lieu of the LLC Parties providing 160 new and rehabilitated units of affordable housing under a long-term ground lease, as contemplated by the Initial Term Sheet.

F. As a further condition to this Agreement, the Academy and the City have entered or will concurrently with this Agreement enter into a Development Agreement (attached to this Agreement as Exhibit D, the “**Development Agreement**”), which addresses, among other things, the entitlements for the Project (as defined in the Development Agreement), conditions of approval, requirements for withdrawal of the Stephens Institute from certain LLC Properties, mitigation and improvement measures, student enrollment and housing metering requirements, Institutional Master Plan updates, requirements for future approvals, and public benefits, including the Affordable Housing Payment.

## AGREEMENT

ACCORDINGLY, to settle and avoid the risks and costs of litigation, in consideration of the mutual covenants and agreements in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree to the following terms and conditions as a complete and final resolution of the Lawsuit:

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions

For purposes of this Agreement, the following terms shall have the meaning set forth below. Any terms not otherwise defined in this Agreement, shall have the meanings given them in the Development Agreement.

(a) “**Academy**” has the meaning set forth in the opening paragraph of this Agreement and includes the Stephens Institute and LLC Parties, jointly and individually.

(b) “**Affordable Housing Payment**” has the meaning set forth in Recital E of this Agreement.

(c) “**Approval Schedule**” has the meaning set forth in Section 2.2 of this Agreement.

(d) “**Approvals**” has the meaning set forth in the Development Agreement as to certain existing uses by the Stephens Institute of Academy Properties.

(e) “**Board of Supervisors**” means the Board of Supervisors of the City and County of San Francisco.

(f) “**CEQA**” means the California Environmental Quality Act, including the state statute and adopted guidelines and Chapter 31 of the San Francisco Administrative Code.

(g) “**Consent Judgment**” has the meaning set forth in Recital D of this Agreement.

(h) “**Claims**” means any and all claims, causes of action, or rights to compensation, including, but not limited to, damages, losses penalties, interest, attorneys’ fees, and costs.

(i) “**Court**” means the Superior Court of the City and County of San Francisco with jurisdiction over the Lawsuit, as defined in Recital A.

(j) “**Default**” has the meaning set forth in Section 3.6 of this Agreement.

(k) “**Development Agreement**” has the meaning set forth in Recital F of this Agreement.

(l) “**Effective Date**” means the effective date of this Agreement as provided in Section 2.1 of this Agreement.

(m) “**Escrow**” means money held in an interest-bearing escrow account with a bank designated by the City as described in Section 2.2.2 of this Agreement and under instructions provided for in this Agreement or the Development Agreement.

(n) “**Guarantors**” means collectively and individually, the Stephens Family Trust, the Elisa Stephens Revocable Trust, the Scott Alan Stephens Revocable Trust, Elisa Stephens, Scott Stephens, and Susanne Stephens, who are parties to the Guaranty. Their obligations are joint and several.

(o) “**Guaranty**” has the meaning set forth in Recital D of this Agreement.

(p) “**Impact Fees and Exactions**” has the meaning set forth in Section 2.2 of this Agreement.

(q) “**Injunction**” has the meaning set forth in Recital D of this Agreement.

(r) “**Lawsuit**” has the meaning set forth in Recital A of this Agreement.

(s) “**LLC Parties**” has the meaning set forth in the opening paragraph of this Agreement. They are comprised of 38 limited liability companies that own the properties that are leased to and used by the Stephens Institute, and they include the 23 limited liability companies that are named in the Lawsuit and 15 other limited liability companies that are not named in the Lawsuit. Their obligations under this Agreement are joint and several.

(t) “**Matured Event of Default**” has the meaning set forth in Section 3.6 of this Agreement.

(u) “**Mayor**” means the Mayor of the City and County of San Francisco.

(v) “**Outside Approval Date**” has the meaning set forth in Section 2.2 of this Agreement.

(w) “**People**” means the City Attorney acting on behalf of the People of the State of California, as described in Recital A.

(x) “**Settlement Payment**” has the meaning set forth in Section 2.2 of this Agreement.

(y) “**Stephens Institute**” has the meaning set forth in the opening paragraph of this Agreement.

(z) “**Third-Party Challenge**” means any administrative, legal or equitable action or proceeding instituted by any party other than the City or the Academy against the City or any City Agency challenging the validity or performance of any provision of the Development Agreement, the Project, the Approvals, the adoption or certification of the FEIR or other actions taken under CEQA, or other approvals under Laws relating to the Project, any action taken by the City or the Academy in furtherance of this Agreement, or any combination relating to the Project or any portion of the Project.

- (aa) “UCL” has the meaning given in Recital A.

## **ARTICLE 2**

### **GENERAL TERMS; SETTLEMENT PAYMENT**

#### **2.1 Effective Date**

The effective date of this Agreement (the “**Effective Date**”) shall be the later of the date that this Agreement is executed and delivered by all the Parties and the date upon which all of the following have occurred:

(a) The Stephens Institute has updated its Institutional Master Plan, and the Planning Commission has accepted it, consistent with the provisions of the Development Agreement, which acceptance by the Planning Commission the Parties acknowledged occurred on July 5, 2019;

(b) The City ordinances approving this Agreement, including the Consent Judgment, the Injunction, the Guaranty and the Development Agreement, and any amendments to the Planning Code associated with the approval of the Development Agreement, become final (including the passage of any referendum period) following adoption by the Board of Supervisors and signature by the Mayor;

(c) All of the Parties have fully executed and delivered this Agreement, including the Consent Judgment, the Injunction, and the Development Agreement;

(d) All of the Guarantors have fully executed and delivered the Guaranty and they have also fully executed and delivered, as applicable, this Agreement, including the Consent Judgment, the Injunction, and the Development Agreement; and

(e) The Consent Judgment and the Injunction have been approved and entered by the Superior Court.

#### **2.2 Payments to the City**

##### **2.2.1 Settlement Payment**

(a). Terms of Payment. The LLC Parties shall pay to the City the total principal amount of \$20,364,030 (with interest as described below) in five equal annual installments (collectively, the “**Settlement Payment**”). Interest will accrue on the unpaid principal amount of the Settlement Payment at a fixed rate of 3% calculated as simple interest, with accrual beginning 30 days after the Effective Date of this Agreement.

The LLC Parties will pay the Settlement Payment to the City in accordance with the following schedule]:

Payment Date	3% Interest	Principal Amount	Total
1. 30 Days after the Effective Date of this Agreement	-0-	\$4,072,806	\$4,072,806
2. January 31, 2021	\$488,736	\$4,072,806	\$4,561,542
3. January 31, 2022	\$366,552	\$4,072,806	\$4,439,358
4. January 31, 2023	\$244,368	\$4,072,806	\$4,317,174
5. January 31, 2024	\$122,184	\$4,072,806	\$4,194,990

The LLC Parties shall make the payments to the City by the payment dates set forth above with immediately available funds delivered to the City Attorney, by wire-transfer in accordance with written wire instructions that the LLC Parties request from the City at least 15 days in advance of the Payment Date. The Parties acknowledge and agree that time is of the essence as to the payment of each installment.

The City will not impose any prepayment penalty for any early payment of all or any part of the Settlement Payment. The obligations of the LLC Parties to make the Settlement Payment will be secured by the Guaranty and are joint and several.

(b). City's Internal Allocation of Settlement Payment. As further provided below, the City will allocate the Settlement Payment for the following four uses: (1) payment of civil penalties for alleged past violations of the San Francisco Administrative Code, San Francisco Planning Code, and UCL; (2) reimbursement of City enforcement costs; (3) payment of the development impact fees and exactions, student monitoring fees, Class 1 bicycle parking fees and the Fair Share Fees, as provided in the Development Agreement (collectively "**Impact Fees and Exactions**") paid to come into compliance with the San Francisco Planning Code; and (4) payment into the City's Small Sites Program to assist low-moderate income tenants as further described in the Development Agreement.

More specifically, the City will allocate \$1 million of the Settlement Payment to Planning Code civil penalties and \$6 million of the Settlement Payment to UCL civil penalties. The City may use these sums for any lawful purposes, including land use planning enforcement for the Planning Code civil penalties and consumer protection for the UCL civil penalties. These civil penalties and the rest of the Settlement Payment are in addition to any and all administrative penalties that the Academy has paid to the Planning Department through and including September 30, 2016.

The City will also allocate a portion of the Settlement Payment up to \$1.3 million to reimburse the City for all administrative costs incurred by the Planning Department, all accrued City Attorney's Office fees, and other City costs associated with permitting, enforcement and environmental review of the Project accrued up to the date of execution of the Initial Term Sheet, for staff time, consultant fees and time and materials billed. On October 24, 2016 the Planning Department provided the Academy with an invoice that included \$261,788 for enforcement time and materials through September 30, 2016 and on November 10, 2016 and January 13, 2017 the



Planning Department provided the Academy with an invoice for an additional \$195,552 for enforcement time and materials through September 30, 2016; the Academy has paid those amounts and that total payment of \$457,340 will be credited against the Settlement Payment. The amount of any other such invoices shall also be credited against the Settlement Payment. In addition to reimbursement of those administrative costs, the Academy must pay separately, and without any credit against the Settlement Payment, all required City processing fees (including time and materials) when due (at the time of permit application or issuance, as applicable,), and at the rates then in effect, including, but not limited to, Planning and Building Department fees associated with the Approvals for the Project, as well as all costs owing to the City to process the Development Agreement under Section 56.20 of the San Francisco Administrative Code.

The City will allocate first from the Settlement Payment an estimated \$3,821,105 to satisfy Impact Fees associated with the Project contemplated by the Development Agreement. That estimated amount of the Impact Fees will be updated by the City based on the date that each of them becomes due under the Development Agreement, including updates due to any cost of living adjustments provided under City Codes. The Settlement Payment will be applied to satisfy the Impact Fees until those are paid in full. The Parties anticipate that the first installment will exceed the final amount of the Impact Fees then due, after applying the credit for the enforcement costs that the Planning Department incurred and that the Academy paid through the date of the Initial Term Sheet as described above. But if there are any unpaid Impact Fees remaining after applying the entire first installment, then the LLC Parties will pay those remaining Impact Fees directly to the City when due and such payment will be credited against the second installment of the Settlement Payment.

Further as to the Impact Fees, the City alleges that the Project is deficient by certain Class 1 bicycle parking spaces and Class 2 bicycle parking spaces as further provided in the Development Agreement. As the Project is reviewed by City agencies other than the Planning Department during building permit review, it is possible that some of these proposed spaces may not be approvable, for example, based on Building and/or Fire codes. As further provided in the Impact Fees and Exactions Schedule under the Development Agreement, and as part of the Approvals, the City's Planning Commission is granting an exception for the deficiency of Class 1 bicycle parking from what would be required by Code. In lieu of providing the deficiency in Class 1 bicycle spaces, the LLC Parties will pay the City an amount equal to \$519/space. The Parties have included in the amount of the estimated Impact Fees identified above the in-lieu fee for 150 such spaces, totaling \$77,850. The final in-lieu Class 1 bicycle parking fee will be credited against the Settlement Payment to be paid under this Agreement, up to \$77,850. If the deficiency in Class 1 bicycle parking spaces, as finally determined by the City after consultation with the Academy, exceeds 150 spaces, then the LLC Parties will pay the additional in lieu fee at the same rate of \$519/space and such additional sum will not be credited against the Settlement Payment. If the deficiency in Class 1 bicycle parking spaces, as finally determined by the City after consultation with the Academy, falls below 150 spaces, then \$519/space shall be allocated to City's Small Sites Program to assist low-moderate income tenants, but no adjustment will be made to the principal amount of the Settlement Payment.

Once all the Impact Fees are paid, then the \$6 million of the Settlement Payment allocated for UCL civil penalties will be distributed to the City Attorney on behalf of the People and the City in equal installments of \$1.5 million from the second, third, fourth and fifth installments. Similarly, the Planning Department's shall receive its \$1 million for civil enforcement in equal installments of \$250,000 from the second, third, fourth and fifth installments of the Settlement Payment. The Planning Department will receive reimbursement of its \$1.3 million in administrative costs incurred through the Initial Term Sheet (less a credit for amounts the Academy has already paid) from any remaining balance in the first installment and if any amount remains unreimbursed after that, from the second installment.

After making the allocations to pay penalties for alleged past violations of the Administrative Code, Planning Code, and UCL, reimbursing City enforcement costs and paying Impact Fees as provided above, the City will allocate all remaining portions of the Settlement Payment, including all interest paid, to the City's Small Sites Program to assist low-moderate income tenants. Excluding interest, this amount is estimated to exceed \$8,400,000.

(c) Escrow. If before the date on which the initial installment of the Settlement Payment is due (i) a Third-Party Challenge is filed and such litigation is not finally resolved before the date the initial installment of the Settlement Payment is due, (ii) a referendum petition is filed protesting the passage of the ordinance approving the Development Agreement or (iii) the relevant statutes of limitations to file a lawsuit under CEQA challenging such approvals, to file a writ of mandate challenging the Development Agreement, or to submit a petition protesting the adoption of the ordinance approving the Development Agreement under the referendum provisions of the City's Charter, have not expired, then the LLC Parties will, on or before such due date, deposit the initial installment of the Settlement Payment into Escrow. Such deposit shall be held and released on the same terms and conditions as provided in Section 2.2.2 for the Affordable Housing Payment, provided, however, the Impact Fees will be paid to the City for any permits for any portion of the Project that the City grants under the Development Agreement.

Also, if the LLC Parties wish to accelerate the City's processing of the permit to change the use of 2550 Van Ness Avenue (known as the DaVinci) to student housing consistent with the Development Agreement and its attached Schedule of Performance, then the LLC Parties may deposit the first installment of the Settlement Payment into Escrow before the ordinance approving the Development Agreement has become effective. But under these circumstances the portion of such installment attributable to Impact Fees for the permit for 2550 Van Ness Avenue shall be immediately available to the City to satisfy such Impact Fees and shall be deducted from the portion of the principal amount of the first installment deposited into Escrow. The principal, including any interest or other gains, ultimately will be payable out of Escrow to (1) the City once there is a final court judgment dismissing any such Third-Party Challenge or upholding the validity of the Development Agreement or other City Approvals, the ordinance approving the Development Agreement becomes effective (including, without limitation, any failure of a referendum petition to qualify for the ballot or the adoption by the voters of an ordinance approving the Development Agreement following a qualifying referendum petition), in which event the City may expend those sums for purposes provided under this Agreement; or (2) the LLC Parties in the event there is a final court judgment that upholds the Third-Party Challenge

and invalidates the Development Agreement or other City Approvals, or the ordinance approving the Development Agreement does not become effective (including, without limitation, any repeal of the ordinance approving the Development Agreement by the Board of Supervisors or failure of the voters to approve an ordinance approving the Development Agreement following submittal of a referendum petition that qualifies for the ballot).

Finally, If the conditions involving a third-party legal challenge to the Development Agreement or the City Approvals allowing the LLC Parties to pay the first installment of the Settlement Payment still exist when any later installment of the Settlement Payment becomes due under this Agreement, then the LLC Parties may pay that installment into Escrow and those additional funds will be maintained and ultimately disbursed to the City or the LLC Parties in the same manner as the initial installment of the Settlement Payment; provided, however, the LLC Parties must pay to the City any Impact Fees when due for the Approvals.

Before the Effective Date, the Parties will submit mutually agreeable escrow instructions consistent with this Agreement and the Development Agreement to a bank selected by the City from among the banks that the City then regularly does business with.

## **2.2.2 Affordable Housing Payment**

The LLC Parties will make an Affordable Housing Payment to the City totaling \$37,600,000, constituting one of the key public benefits associated with the Development Agreement and reflecting a critical part of the resolution of the Lawsuit under this Agreement providing for the Academy to come into compliance with the San Francisco Planning Code for the Project consistent with the Approvals and as further provided in the Development Agreement. The Affordable Housing Payment consists of two components. First, instead of providing 81 units of affordable housing on 1055 Pine Street and making those units available through a long-term ground lease as further provided in Section 4B of the Initial Term Sheet, the LLC Parties will pay the City, in all cash or other immediately available funds, \$19,035,000. Second, instead of using 1069 Pine Street on an interim basis for affordable housing, developing 79 units of new affordable housing on that site and making those units available through a long term ground lease as further provided in Section 4C of the Initial Term Sheet, the LLC Parties will pay the City, in all cash or other immediately available funds, \$18,565,000.

The Affordable Housing Payment is due from the LLC Parties six months after the Board of Supervisors adopts and the Mayor signs the ordinance approving the Development Agreement. The Parties agree that time is of the essence as to the payment of the Affordable Housing Payment. Further, the Affordable Housing Payment is subject to possible increase in such payment if the approval of the global resolution contemplated by this Agreement is delayed under the circumstances specifically described below.

If (i) the City ordinance approving the Development Agreement is not adopted by the Board of Supervisors and signed by the Mayor on or before February 28, 2020 (the “**Outside Approval Date**”) for reasons that are the responsibility of the Academy and (ii) the Affordable Housing Payment is made after August 31, 2020, then the Affordable Housing Payment will increase from \$37,600,000 to \$40,800,000. More particularly, the 1055 Pine Street Payment will

increase to \$20,145,000, and the 1069 Pine Street Payment will increase to \$20,655,000. The Outside Approval Date will be extended for any period due to any delay that is not the Academy's responsibility and under those circumstances the amount of the Affordable Housing Payment will remain \$37,600,000.

As provided in the Development Agreement, the City will use this payment solely for affordable housing purposes with a first priority for uses related to the creation or preservation of single room occupancy ("SRO") units in those Board of Supervisors' districts in which the City determined that the Academy unlawfully converted SRO buildings to student housing, including District 3. This cash payment is in lieu of the LLC Parties providing, at no cost to the City, 160 new and rehabilitated units of affordable housing at 1055 Pine Street and 1069 Pine Street located on Nob Hill near Chinatown, under the Initial Term Sheet. The Stephens Institute, which changed the use of those properties to student housing without City approval, will vacate the two Pine Street properties and the Academy will not continue its existing unpermitted uses as student housing and accessory student uses on those properties nor will it seek authorization of student housing on those properties. Other than the prohibition on using the properties for student housing or other accessory uses for the Stephens Institute's benefit (which is set forth in the Development Agreement and not in a recorded special restriction against the property), the LLC Parties and any future owner of either 1055 Pine Street or 1069 Pine Street may seek authorization from the City for any use through the City's ordinary land use approval process. The LLC Parties that own the Pine Street properties will notify any buyers of the properties of the limitations on use of those properties contained in this Agreement and the Settlement Agreement, and will provide the City with evidence of such notice before the sale closes.

If before the Outside Approval Date, the LLC Parties believe a delay in approving the Development Agreement under the Approval Schedule attached to the Supplement (the "**Approval Schedule**") is not the Academy's responsibility and thus there should not be an increase in the Affordable Housing Payment, then the Academy must promptly notify the City in writing of its good faith belief of why the Academy is not responsible for the delay (as defined below), and the City may reply to that assertion if the City in good faith disagrees. The Parties will update the Approval Schedule attached to the Supplement from time to time based on their mutual agreement. If the Academy asserts it is not responsible for a delay and the Parties do not agree on changes to the Approval Schedule or which Party is responsible for delays, then, at the election of either Party, the Parties will seek to resolve their differences through discussions before Judge Harold E. Kahn of the Superior Court (or if he is not available such other judge as the may mutually agree), who shall afford the Parties an opportunity to be heard and present evidence and make a final determination on fault if agreement is not reached. For purposes of this Agreement, the Academy being "responsible for the delay" means that the primary cause of the delay is within the reasonable control of the Academy, and will include, without limitation, any delays that could have been avoided by the Academy paying additional commercially reasonable sums to consultants to reasonably accelerate its work.

If before the date on which the Affordable Housing Payment is due (i) a Third Party Challenge is filed and such litigation is not finally resolved before the date the Affordable Housing Payment is due, (ii) a referendum petition is filed protesting the passage of the ordinance approving the Development Agreement or (iii) the relevant statutes of limitations to

file a lawsuit under CEQA challenging such approvals, to file a writ of mandate challenging the Development Agreement, or to submit a petition protesting the adoption of the ordinance approving the Development Agreement under the referendum provisions of the City's Charter, have not expired,, then the LLC Parties will, on or before such due date, deposit the full Affordable Housing Payment, into an escrow account with a bank selected by the City from among the banks that the City regularly does business with ("**Escrow**"). Monies in the Escrow account will be invested and reinvested in an interest-bearing account or certificate of deposit as designated by the City. All interest will accrue and be deposited in the account and any gain or loss will be borne by the account. The principal including any interest or other gains ultimately will be payable out of Escrow to (1) the City once there is a final court judgment dismissing any Third-Party Challenge or upholding the validity of the Development Agreement or other City Approvals or the ordinance approving the Development Agreement becomes effective (including, without limitation, any failure of a referendum petition to qualify for the ballot or the adoption by the voters of an ordinance approving the Development Agreement following a qualifying referendum petition), in which event the City may expend those sums for purposes provided under this Agreement; or (2) the LLC Parties in the event there is a final court judgment that upholds the Third-Party Challenge and invalidates the Development Agreement or other City Approvals or the ordinance approving the Development Agreement does not become effective (including, without limitation, any repeal of the ordinance approving the Development Agreement by the Board of Supervisors or failure of the voters to approve an ordinance approving the Development Agreement following submittal of a referendum petition that qualifies for the ballot..

The LLC Parties will pay all escrow fees. Under the Development Agreement, the Parties will agree on appropriate escrow instructions to the bank, including conditions for release.

### **2.2.3 IRS Reporting**

Currently, the United States Treasury Department and IRS have provided transitional guidance that reporting under 26 U.S. Code Section 6050X (which could apply to this Agreement) is not required and will not be required until a date specified in proposed regulations to be published by the Treasury Department. Reporting will not be required as to any amounts required to be paid or incurred under a binding court order or settlement agreement entered into before the specified date. If Section 6050X reporting becomes required for this Agreement, then the City shall notify the LLC Parties of that fact and the City's proposed characterizations of the reportable payments under this Agreement. The LLC Parties may provide comments and may meet with the City Attorney's Office to discuss the proposed characterizations, consistent with the City's obligations to file a timely report. In all events, the final determination of required reporting will be made by the City.

**ARTICLE 3**  
**SETTLEMENT AND RELEASE OF CLAIMS; ENFORCEMENT**

**3.1 City's Release of Claims against the Academy**

In consideration of the promises, conditions and covenants contained in this Agreement, and except for any Claims relating to a breach of any obligation by the Academy under this Agreement, and subject to the following condition precedent:

- a. the Parties file the Consent Judgment (including this Agreement, the Development Agreement and the Injunction), and the Court approves and enters the Consent Judgment (including this Agreement, Development Agreement and Injunction);

and the following obligations enforceable by the Court under its continuing jurisdiction to enforce the Consent Judgment:

- a. the LLC Parties timely make all installments of the Settlement Payment as provided in Section 2.2.1 above; and
- b. the LLC Parties timely make the Affordable Housing Payment as provided in Section 2.2.2 above,

the City, on behalf of itself, its officials (including but not limited to its elective boards, appointive boards, including the Commission, and commissioners), agents, employees, attorneys, consultants, representatives, affiliates, predecessors, successors, constituents, and assigns, and as to the UCL the People and the City, shall and does release, relinquish, abandon and waive all Claims relating to the land use violations and other matters that were alleged or could have been alleged in the Lawsuit against the Stephens Institute and/or LLC Parties, including any Claims for violation of the City's Administrative Code, Planning Code, Building Code or the UCL that could have been asserted based on the conduct by the Academy alleged in the Lawsuit, excluding, without limitation, any Claims relating to payment of taxes.

Notwithstanding the preceding sentence, the People and the City do not release unknown Claims, or relinquish future enforcement discretion, concerning unreleased matters, including, without limitation, enforcement of the Consent Judgment, the Injunction, this Agreement, the Development Agreement, or any of the documents related to these instruments and agreements.

As of the Effective Date and subject to satisfaction of the condition precedent described above, and the LLC Parties' payment of the initial installment of the Settlement Agreement and payment in full of the Affordable Housing Payment, the City's release of the Academy as provided in this Section shall survive any termination of this Agreement except as expressly provided in Section 3.6 below.

### **3.2 Release of Claims by the Academy against the City**

In consideration of the promises, conditions and covenants contained in this Agreement, and except for any Claims relating to a breach of any obligation by the City under this Agreement, the Academy on behalf of itself, its officials (including but not limited to its agents, employees, attorneys, consultants, representatives, affiliates, predecessors, successors, constituents, and assigns), shall and does release, relinquish, abandon and waive all Claims related to any of the land use violations and other matters alleged in the Lawsuit, whether known or unknown, including all enforcement actions and prosecution of the Lawsuit by the City, that it has, had, or might have against the City, including any Claims for violation of City ordinances or State law that could have been asserted based on the conduct by the Academy alleged in the Lawsuit.

As of the Effective Date, the release of the City by the Academy as provided in this Section shall survive any termination of this Agreement except as expressly provided in Section 3.6 below.

#### **Waiver of Civil Code Section 1542**

The Academy expressly acknowledges that it may have Claims against the City related to the land use violations and other matters alleged in the Lawsuit, including all enforcement actions and prosecution of the Lawsuit by the City, of which it is currently unaware, and nevertheless agrees that this Agreement is intended to and does extend to any and all Claims it may have against the City, whether known or unknown, that are the subject of the releases described in Section 3.2 above. As a further inducement and consideration in resolution of the disputes, the Academy expressly and specifically waives any rights or benefits available to them under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Initials: Stephens Institute: \_\_\_\_\_  
LLC Parties: \_\_\_\_\_

The Academy also acknowledges it may have sustained damages, losses, costs or expenses that are currently unknown or unsuspected, and that such damages, losses, costs or expenses as may have been sustained may give rise to additional damages, losses, costs or expenses in the future. But the Academy acknowledges that the release contained in this Article 3 has been negotiated and agreed upon in light of this situation and expressly waives any and all rights that it may have under California Civil Code Section 1542 or under any state or federal statute or common law principle of similar effect.

### 3.3 Negotiated Settlement

The discussions that have produced this Agreement have been conducted with the explicit understanding that they are privileged under California Evidence Code Section 1152 and Federal Rule of Evidence 408, and that such discussions shall be without prejudice to the position of either Party and may not be used in any manner in any proceeding or otherwise, except as may be necessary to enforce or interpret this Agreement or as otherwise required by law.

### 3.4 Voluntary Release

Each Party has carefully read this Agreement, and signs it freely and voluntarily upon the advice of its own attorneys. Each such Party affirms that the only consideration for its execution of this Agreement are the terms stated in the body of this Agreement (including the Consent Judgment, the Injunction, the Guaranty and the Development Agreement); that no other promise or agreement of any kind has been made to it, or with it, by any Person to cause them to execute this Agreement; that it is competent to execute this Agreement; that its agreement to execute this Agreement has not been obtained by any duress or undue influence; and that it fully understands and voluntarily executes this Agreement knowing it constitutes a complete release of Claims as provided in this Article 3.

### 3.6 Enforcement

(a) Consent Judgment; Injunction. The Court has reserved jurisdiction to enforce certain provisions of this Agreement as further set forth in the Consent Judgment and the Injunction.

(b) Default. Subject to subsection (d) below, any material breach by either Party of any covenant, agreement, provision or representation or warranty contained in this Agreement (a “**Default**”) that remains uncured upon the expiration of any applicable notice and cure periods will constitute an “**Matured Event of Default**,” including failure by the LLC Parties to make any payment of the Settlement Payment or Affordable Housing Payment required under this Agreement within 10 days after the date when due.

(b) Remedies. Without limiting the remedies available under the Consent Judgment, the Injunction, the Development Agreement, the Guaranty and the Approvals in the event of a Default, the remedies available to a Party for a Matured Event of Default shall include specific performance of this Agreement in addition to any other remedy available at law or in equity, including, without limitation, recourse to the Guaranty by the City and termination by the City as provided in subsection (c) below.

(c) Notice of Termination. If there is a Default under this Agreement by the Academy, occurring at any time before the LLC Parties pay the initial installment of the Settlement Payment and full amount of the Affordable Housing Payment, then the City may elect to terminate this Agreement by sending a notice of termination to the Academy, which notice of termination shall state the Default and specify in reasonable detail the alleged material breach



that is the basis of the Default. If the Default is not cured as provided in this Agreement, then this Agreement will be considered terminated effective upon the date set forth in the City's notice of termination, which shall in no event be earlier than 45 days following delivery of the notice. Once the City has received the initial installment of the Settlement Payment and the full amount of the Affordable Housing Payment (whether through direct payment or by payment of funds into Escrow so long as the funds are paid to the City if and when required under the Escrow), the City may not elect to terminate this Agreement even for a Matured Event of Default, and instead shall seek remedies other than termination provided in subsection (b) above; provided, however, if there is a final judgment in a successful legal challenge to the Development Agreement or other City approvals required to implement the settlement contemplated by this Agreement, or if a referendum petition protesting the ordinance approving the Development Agreement results in the Board of Supervisors repealing the ordinance or the voters disapproving the ordinance, then this Agreement, including, without limitation, the releases of the Parties set forth in Article 3 above, will terminate and the funds will be paid out of Escrow to the LLC Parties as provided in in Section 2.2.1 above.

(d) Breach of Other Incorporated Agreements. For the avoidance of doubt, and subject to subsection (c) above, failure of the Academy to comply with the Development Agreement, Injunction, or Consent Judgment shall not, by virtue of that noncompliance alone, be a Default under this Agreement allowing for termination by the City of this Agreement. Nothing in this subsection shall limit the City's remedies under the Development Agreement, Injunction, and Consent Judgment themselves, or any other applicable provision of law.

(e) Cure Period. Except for failure by the LLC Parties to make any payment of the Settlement Payment or Affordable Housing Payment required under this Agreement in accordance with Section 2.2 (which is subject to a 10-day cure period as provided in subsection (b) above), in the event of an alleged Default by either Party, the allegedly defaulting Party shall be given a 45-day period from the date of receipt of the Notice of Default in which to correct or cure the breach.

(f) Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver. No waiver of any condition or failure of performance, including a Default, shall be effective or binding unless made in writing by the waiving Party, and no such waiver shall be implied from any omission to take any action with respect to such failure. No express written waiver shall affect any other condition, action or inaction, or cover any other period of time, other than any condition, action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action or inaction, and the performance of the same or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to the City or the Academy to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

(g) Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision in this Agreement, the prevailing

Party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants, and fees billed for law clerks, paralegals, librarians, and others not admitted to the California bar but performing services under the supervision of an attorney as provided by law. The term "**reasonable attorneys' fees and costs**" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the Law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

## **ARTICLE 4**

### **GENERAL**

#### **4.1 Notices**

Except as otherwise expressly provided in this Agreement, all notices, demands, approvals, consents and other formal communications between the Parties required or permitted under this Agreement shall be in writing and shall be deemed given and effective upon the date of receipt (i) if given by personal delivery on a business day (or the next business day if delivered personally on a day that is not a business day), (ii) if sent for next-business-day delivery (with all expenses prepaid) by a reliable overnight delivery service, with receipt of delivery, or (iii) if mailed by United States registered or certified mail, first class postage prepaid, to the Party at their respective addresses for notice designated below and may include courtesy copies by email to the addresses designated below. The effective time of a notice shall not be affected by the receipt, before receipt of the original.

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

Director of Planning  
San Francisco Planning Department  
1650 Mission Street, Suite 400  
San Francisco, California 94102  
email: john.rahaim@sfgov.org]

with copies to:

Dennis J. Herrera  
City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Attn: Chief Deputy City Attorney (Academy)  
email: ronald.flynn@sfcityatty.org  
and to:  
Attn: Chief Assistant City Attorney (Academy)  
email: jesse.smith@sfcityatty.org  
Attn: Deputy City Attorney, Land Use Team (Academy)  
email: kristen.jensen@sfcityatty.org

And in the case of a notice or communication to the Academy:

The Stephens Institute  
79 New Montgomery Street  
San Francisco, CA 94105  
Attn: Elisa Stephens  
email: EStephens@academyart.edu

With a copy to:

David J. Millstein, Esq.  
Millstein and Associates  
100 The Embarcadero, Penthouse  
San Francisco, CA 94105  
email: dmillstein@millstein-law.com

James Abrams, Esq.  
J. Abrams Law, P.C.  
One Maritime Plaza Suite 1900  
San Francisco, CA 94111  
email: jabrams@jabramslaw.com

Joseph Alioto Veronese, Esq.  
700 Montgomery Street  
San Francisco, CA 94111-2104  
email: joe@aliotolg.com

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

- (i) the Section of this Agreement under which the notice is given and the action or response required, if any; and
- (ii) if applicable, the period of time within which the recipient of the notice must respond.

If a request for approval states a period of time for approval that is less than the time period provided for in this Agreement for such approval, the time period stated in this Agreement shall be

the controlling time period. In no event shall a recipient's approval of or consent to the subject matter of a notice be deemed to have been given by its failure to object to such notice if such notice (or the accompanying cover letter) does not comply with the requirements of this Section.

Any mailing or email address may be changed at any time by giving written notice of such change in the manner provided above at least 10 days before the effective date of the change.

#### **4.2 Relationship of Parties: No Joint Venture or Partnership**

The subject of this Agreement is the settlement of the Lawsuit, with the City not acting as the agent of the Academy and the Academy is not acting as the agent of the City in any respect. None of the provisions in this Agreement is intended to or shall be construed or deemed to render any Party as a partner in the other Party's business, or joint venturer or member in any joint enterprise.

#### **4.3 Conflict of Interest**

No member, official or employee of the City may have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects her or his personal interest or the interests of any corporation, partnership or association in which she or he is interested directly or indirectly.

#### **4.4 Time of Performance**

(a) **Expiration.** All performance dates (including cure dates) expire at 5:00 p.m., San Francisco, California time, on the performance or cure date, unless otherwise provided in this Agreement.

(b) **Weekends and Holidays.** A performance date that falls on a Saturday, Sunday or City holiday (or official City furlough day) is deemed extended to the next City working day.

(c) **Days for Performance.** All periods for performance specified in this Agreement in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this Agreement.

(d) **Time of the Essence.** Time is of the essence for each and every provision of this Agreement, including, without limitation, the due dates for each payment by the LLC Parties.

#### **4.5 Interpretation of Agreement**

(a) **Words of Inclusion.** The use of the terms "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters set forth, whether or not language of non-limitation is used with reference to such items or matters. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

(b) **No Presumption Against Drafter.** This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, experienced and knowledgeable legal counsel has represented each Party. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

(c) **Costs and Expenses.** The Party on which any obligation is imposed in this Agreement shall be solely responsible for paying all costs and expenses incurred in the performance of such obligation, unless the provision imposing such obligation specifically provides to the contrary.

(d) **Agreement References.** A reference to any provision, term or matter "in this Agreement," shall be deemed to refer to any and all provisions of this Agreement reasonably related in the context of such reference, unless such reference refers solely to a specific numbered or lettered Article, Section or paragraph of this Agreement or any specific subdivision of this Agreement.

(e) **Approvals and Consents.** Unless this Agreement otherwise expressly provides, all approvals, consents or determinations to be made by or on behalf of the City under this Agreement shall be made by the City Attorney, or his or her designee. Approval by a Party to or of any act or request by any other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.

(f) **Recitals.** The Recitals in this Agreement are included for convenience of reference only. In the event of any conflict or inconsistency between the Recitals and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control. The Recitals in this Agreement are not intended to create or imply covenants under this Agreement.

(g) **Captions.** The captions preceding the articles and Sections of this Agreement have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Agreement.

(h) **Exhibits.** Whenever an "Exhibit" is referenced, it means an attachment to this Agreement unless otherwise specifically identified. All such Exhibits are incorporated in this Agreement by reference.

#### **4.6 Successors and Assigns**

This Agreement is binding upon and will inure to the benefit of the successors and assigns of the Parties, including under the Development Agreement and related agreements.

#### **4.7 No Third-Party Beneficiaries**

This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns under the Development Agreement and related agreements.

#### **4.8 Counterparts**

This Agreement may be executed in counterparts and by e-mailed signatures, each of which is deemed to be an original, and all such counterparts shall constitute one and the same instrument.

#### **4.9 Entire Agreement**

This Agreement, including the Consent Judgment, Injunction, Guaranty and Development Agreement attached as exhibits, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all negotiations or previous conditions mentioned in or incidental to this Agreement (including, but not limited to, the Term Sheet). No parol evidence of any prior draft of this Agreement or any other agreement (including, without limitation, the Term Sheet) shall be permitted to contradict or vary the terms of this Agreement.

#### **4.10 Governing Law**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

#### **4.11 Further Assurances**

The Parties agree to execute and acknowledge such other and further documents as may be necessary or reasonably required to effectuate the terms of this Agreement. The City Attorney is authorized to execute on behalf of the City any notices, dismissals, or similar documents and any agreements, memoranda or similar documents that are necessary or proper to achieve the purposes and objectives of this Agreement and that do not materially increase the obligations of the City under this Agreement, if the City Attorney determines that the document is necessary or proper, consistent with the purposes of this Agreement and in the City's best interests. The City Attorney's signature on any such document shall conclusively evidence such a determination.

#### **4.12 Severability**

If any provision of this Agreement, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other Person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this Agreement.

#### **4.13 Amendments; Corrections of Technical Errors**

Neither this Agreement nor any of its terms may be terminated, amended or modified except by a written instrument executed by the Parties. Any material amendment of this Agreement shall be subject to approval of the Board of Supervisors and Mayor as provided in the

ordinance approving this Agreement. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement or any of its Exhibits, the Parties by mutual agreement may correct such error by written memorandum executed by them without the necessity of amendment of this Agreement. The City Attorney may execute any such written memorandum on behalf of the City.

#### **4.14 Representations, Warranties and Covenants**

(a) **Academy Representation, Warranties and Covenants.** The Academy represents, warrants, and covenants to the City that as of the Effective Date, each of the following statements is accurate and complete:

(i) **Valid Existence; Good Standing.** The Stephens Institute and each of the LLC Parties are duly organized, validly existing and in good standing under the laws of the State of California or the State of Delaware, as the case may be. The Stephens Institute and each of the LLC Parties have all requisite power and authority to own their property and conduct their business as presently conducted.

(ii) **Authority.** The Academy has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its duties and obligations under this Agreement.

(iii) **No Limitation on Ability to Perform.** Neither the Stephens Institute's articles of incorporation and bylaws, nor the articles of organization of the LLC Parties, nor any other agreement, court decision or law regarding the Academy prohibits or materially limits or otherwise affects the right or power of the Academy to enter into and perform all of the terms and covenants of this Agreement. The Academy is not a party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument that prohibits or materially limits or otherwise affects the same. Except as expressly stated in this Agreement, no consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by the Academy of this Agreement or any of the terms and covenants contained in this Agreement (or if required, any such consent, authorization or approval has been obtained, any such action has occurred, and any such notice has been given). There are no pending or threatened suits or proceedings or undischarged judgments affecting the Academy before any court, governmental agency, or arbitrator that might materially adversely affect the enforceability of this Agreement or the ability of the Academy to perform its obligations under this Agreement.

(iv) **Representation re: Agreement.** The Academy has carefully read this Agreement, and signs it freely and voluntarily with the advice of its own attorneys. The Academy affirms that the only consideration for its execution of this Agreement are the terms stated in this Agreement; that no other promise or agreement of any kind has been made by any person or entity to cause them to execute this Agreement, including the exhibits; that it is competent to execute this Agreement or the agreements contemplated this Agreement; that the

Academy's agreement to execute this Agreement has not been obtained by any duress or undue influence; and that the Academy fully understands and voluntarily executes this Agreement.

(v) **Valid Execution.** The execution and delivery of this Agreement (and the agreements contemplated in this Agreement) by the Academy have been duly and validly authorized by all necessary action on the part of the Academy. Upon its execution and delivery by all Parties and on the Effective Date, this Agreement will be a legal, valid, binding and enforceable obligation of the Academy.

(vi) **Financial Matters.** Neither the Stephens Institute nor any LLC Party nor any of the Guarantors has filed a petition for relief under any chapter of the U.S. Bankruptcy Code and has no present intention to petition for relief under any chapter of the U.S. Bankruptcy Code and to the Academy's knowledge, no involuntary petition naming the Academy or any LLC Party or any of the Guarantors as debtor has been filed under any chapter of the U.S. Bankruptcy Code.

(b) **City Representations, Warranties, and Covenants.** The City represents, warrants, and covenants to the other Parties that as of the Effective Date, each of the following statements is accurate and complete:

(i) **Authority.** The City has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its duties and obligations under this Agreement.

(ii) **Valid Execution.** The execution and delivery of this Agreement (and the agreements contemplated in this Agreement) by the City have been duly and validly authorized by all necessary action on the part of the City. Upon its execution and delivery by all Parties and as of the Effective Date, this Agreement will be a legal, valid, binding and enforceable obligation of the City.

(iii) **Defaults.** The execution, delivery and performance of this Agreement do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (A) any agreement, document or instrument to which the City is a party or (B) any applicable law, statute, ordinance or regulation.

#### **4.15 Cooperation and Non-Interference**

In connection with this Agreement, the Parties shall reasonably cooperate with one another to achieve the objectives and purposes of this Agreement. In so doing, the Parties shall each refrain from doing anything that would render its performance under this Agreement impossible and each must do everything that this Agreement contemplates that the Party shall do to accomplish the objectives and purposes of this Agreement. In all situations arising out of this Agreement, the Parties must each attempt to avoid and minimize the damages resulting from the conduct of the other and must take all reasonably necessary measures to achieve the provisions of this Agreement.



#### **4.16 Conflicts of Interest**

The Academy acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that would constitute a violation of such provisions, and agrees that if the Academy becomes aware of any such fact during negotiations for the Agreement then the Academy must immediately notify the City.

#### **4.17 Notification of Limitations on Contributions**

By executing this Agreement, the Academy acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of the Academy's board of directors; the Academy's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in the Academy; any sub-contractor listed in the bid or contract; and any committee that is sponsored or controlled by the Academy. The Academy certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

#### **4.18 Joint and Several Liability.**

Where more than one person or entity executes this Agreement on behalf of the Academy or any one or more of the persons or entities constituting the Academy, the obligations of those persons and entities under this Agreement and any signatory shall be joint and several (except as otherwise expressly provided in the opening paragraph of this Agreement). The City, in its sole and absolute discretion, may (a) bring suit against the Academy, or any one or more of the persons or entities constituting the Academy, including the Stephens Institute and any LLC Party, or any of the Guarantors, all jointly and severally, or against any one or more of them; (b) compromise or settle with any one or more of the persons or entities constituting the Academy, including the Stephens Institute and any LLC Party, and any of the Guarantors for such consideration as the City may deem proper; (c) release one or more of the persons or entities constituting the Stephens Institute, or any LLC Party or any of the Guarantors, from liability; and/or (d) otherwise deal with the Academy, the Guarantors, or any one or more of them, in any manner, except that only the LLC Parties and the Guarantors shall be responsible

for the Settlement Payment and the LLC Parties shall be responsible for the Affordable Housing Payment and the City may not pursue the Stephens Institute for those payments.

#### **4.19 Exhibits**

The attached exhibits are made a part of this Agreement:

Exhibit A:	The LLC Parties
Exhibit B:	Consent Judgment
Exhibit C:	Stipulated Injunction
Exhibit D:	Development Agreement
Exhibit E:	Guaranty

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this the  
date first written above.

CITY:

Approved as to form:

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

DENNIS J. HERRERA, City Attorney

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

John Rahaim  
Director of Planning

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

Deputy City Attorney

RECOMMENDED:

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

Daniel Adams,  
Acting Director, Mayor's Office of  
Housing and Community Development

Approved on \_\_\_\_\_, 20\_\_\_\_  
Board of Supervisors Ordinance No. \_\_\_\_\_

ACADEMY OF ART UNIVERSITY:

STEPHENS INSTITUTE,  
a California corporation

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

Dr. Elisa Stephens  
President

2300 STOCKTON STREET, LLC,  
a Delaware limited liability company

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

Dr. Elisa Stephens  
Manager

1916 OCTAVIA STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1153 BUSH STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2209 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1835 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1080 BUSH STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1069 PINE STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1055 PINE STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

60 FEDERAL STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

491 POST STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

701 CHESTNUT STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

860 SUTTER STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

S/F 466 TOWNSD, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

620 RSSE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2151 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2211 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

825 SUTTER STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

601 BRANNAN STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1727 LOMBARD II, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2225 JERROLD AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

460 TOWNSEND STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

950 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2801 LEAVENWORTH-CANNERY, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

79 NEW MONTGOMERY STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

635 POLK STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

625 SUTTER STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

740 TAYLOR STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1946 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager



1142 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

575 HARRISON, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1900 JACKSON STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

736 JONES STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

560 POWELL STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

655 SUTTER STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

680/688 SUTTER STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2550 VNPOOL, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

700 MONTGOMERY STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

150 HAYES STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

## EXHIBIT A TO SETTLEMENT AGREEMENT

### THE LLC Parties

1. 601 Brannan Street, LLC, a Delaware limited liability company
2. 60 Federal Street, LLC, a Delaware limited liability company
3. 2801 Leavenworth-Cannery, LLC, a Delaware limited liability company
4. 79 New Montgomery Street, LLC, a Delaware limited liability company
5. 625 Polk Street, LLC, a Delaware limited liability company
6. 491 Post Street, LLC, a Delaware limited liability company
7. 625 Sutter Street, LLC, a Delaware limited liability company
8. 740 Taylor Street, LLC, a Delaware limited liability company
9. S/F 466 Townsd, LLC, a Delaware limited liability company
10. 1835 Van Ness Avenue LLC, a Delaware limited liability company
11. 2151 Van Ness Avenue, LLC, a Delaware limited liability company
12. 1946 Van Ness Avenue, LLC, a Delaware limited liability company
13. 1142 Van Ness Avenue, LLC, a Delaware limited liability company
14. 1080 Bush Street, LLC, a Delaware limited liability company
15. 1153 Bush Street, LLC, a Delaware limited liability company
16. 575 Harrison, LLC, a Delaware limited liability company
17. 1900 Jackson Street, LLC, a Delaware limited liability company
18. 736 Jones Street, LLC, a Delaware limited liability company
19. 1727 Lombard II, LLC, a Delaware limited liability company
20. 1916 Octavia Street, LLC, a Delaware limited liability company
21. 560 Powell Street, LLC, a Delaware limited liability company
22. 620 RSSE, LLC, a Delaware limited liability company
23. 655 Sutter Street, LLC, a Delaware limited liability company
24. 680/688 Sutter Street, LLC, a Delaware limited liability company
25. 825 Sutter Street, LLC, a Delaware limited liability company
26. 860 Sutter Street, LLC, a Delaware limited liability company
27. 2209 Van Ness Avenue, LLC, a Delaware limited liability company
28. 2211 Van Ness Avenue, LLC, a Delaware limited liability company
29. 2550 VNPool, LLC, a Delaware limited liability company
30. 2225 Jerrold Avenue, LLC, a Delaware limited liability company
31. 950 Van Ness Avenue, LLC, a Delaware limited liability company
32. 150 Hayes LLC, a Delaware limited liability company
33. 700 Montgomery Street, LLC, a Delaware limited liability company
34. 1069 Pine Street, LLC, a Delaware limited liability company
35. 701 Chestnut Street, LLC, a Delaware limited liability company
36. 2300 Stockton Street, LLC, a Delaware limited liability company
37. 460 Townsend, LLC, a Delaware limited liability company
38. 1055 Pine Street, LLC, a Delaware limited liability company

**EXHIBIT B TO SETTLEMENT AGREEMENT**

**CONSENT JUDGMENT**

*(ATTACHED)*

DENNIS J. HERRERA, State Bar #139669  
City Attorney  
RONALD P. FLYNN, State Bar #184186  
Chief Deputy City Attorney  
YVONNE R. MERÉ, State Bar #173594  
Chief of Complex and Affirmative Litigation  
THOMAS S. LAKRITZ, State Bar #161234  
MATTHEW D. GOLDBERG, State Bar #240776  
Deputy City Attorneys  
Fox Plaza  
1390 Market Street, Sixth Floor  
San Francisco, California 94102-5408  
Telephone: (415) 554-3963  
Facsimile: (415) 437-4644  
E-Mail: tom.lakritz@sfgov.org

Attorneys for Plaintiffs  
PEOPLE OF THE STATE OF CALIFORNIA and  
CITY AND COUNTY OF SAN FRANCISCO

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION

PEOPLE OF THE STATE OF CALIFORNIA,  
ex rel. DENNIS J. HERRERA, City Attorney  
for the City and County of San Francisco, and  
CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation,

Plaintiffs,

vs.

STEPHENS INSTITUTE, d/b/a ACADEMY  
OF ART UNIVERSITY, a California  
corporation; 2300 STOCKTON STREET,  
LLC, a Delaware limited liability company;  
1916 OCTAVIA STREET, LLC, a Delaware  
limited liability company; 1153 BUSH  
STREET, LLC, a Delaware limited liability  
company; 2209 VAN NESS AVENUE, LLC, a  
Delaware limited liability company; 1835  
VAN NESS AVENUE, LLC, a Delaware  
limited liability company; 1080 BUSH  
STREET, LLC, a Delaware limited liability  
company; 1069 PINE STREET, LLC, a  
Delaware limited liability company; 1055  
PINE STREET, LLC, a Delaware limited  
liability company; 60 FEDERAL STREET,

Case No. CGC 16-551832

CONSENT JUDGMENT

Hearing Date: Date  
Hearing Judge: Hon. \_\_\_\_\_  
Time: Time  
Place: Dept. 305

Date Action Filed: May 6, 2016  
Trial Date: Not Yet Set

Attached Documents:

Exhibit A: Settlement Agreement  
Exhibit B: Stipulated Injunction  
Exhibit C: Development Agreement

1 LLC, a Delaware limited liability company;  
2 491 POST STREET, LLC, a Delaware limited  
3 liability company; 701 CHESTNUT STREET,  
4 LLC, a Delaware limited liability company;  
5 860 SUTTER STREET, LLC, a Delaware  
6 limited liability company; S/F 466 TOWNSD,  
7 LLC, a Delaware limited liability company;  
8 620 RSSE, LLC, a Delaware limited liability  
9 company; 2151 VAN NESS AVENUE, LLC, a  
10 Delaware limited liability company; 2211  
11 VAN NESS AVENUE, LLC, a Delaware  
12 limited liability company; 825 SUTTER  
13 STREET, LLC, a Delaware limited liability  
14 company; 601 BRANNAN STREET, LLC, a  
15 Delaware limited liability company; 1727  
16 LOMBARD II, LLC, a Delaware limited  
17 liability company; 2225 JERROLD AVENUE,  
18 LLC, a Delaware limited liability company;  
19 460 TOWNSEND STREET, LLC, a Delaware  
20 limited liability company; 950 VAN NESS  
21 AVENUE, LLC, a Delaware limited liability  
22 company; 2801 LEAVENWORTH-  
23 CANNERY, LLC, a Delaware limited liability  
24 company; and DOE ONE through DOE  
25 FIFTY, inclusive,

26 Defendants.

## 27 INTRODUCTION

28 This Consent Judgment is entered into between Plaintiffs the PEOPLE OF THE STATE OF  
CALIFORNIA, and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation,  
(collectively "Plaintiffs" or the "City"), represented by their attorney, DENNIS J. HERRERA, City  
Attorney, appearing through THOMAS S. LAKRITZ and RONALD P. FLYNN, Deputy City  
Attorneys, and Defendants STEPHENS INSTITUTE, d/b/a ACADEMY OF ART UNIVERSITY, a  
California corporation; 2300 STOCKTON STREET, LLC, a Delaware limited liability company; 1916  
OCTAVIA STREET, LLC, a Delaware limited liability company; 1153 BUSH STREET, LLC, a  
Delaware limited liability company; 2209 VAN NESS AVENUE, LLC, a Delaware limited liability  
company; 1835 VAN NESS AVENUE, LLC, a Delaware limited liability company; 1080 BUSH  
STREET, LLC, a Delaware limited liability company; 1069 PINE STREET, LLC, a Delaware limited  
liability company; 1055 PINE STREET, LLC, a Delaware limited liability company; 60 FEDERAL

1 STREET, LLC, a Delaware limited liability company; 491 POST STREET, LLC, a Delaware limited  
2 liability company; 701 CHESTNUT STREET, LLC, a Delaware limited liability company; 860  
3 SUTTER STREET, LLC, a Delaware limited liability company; S/F 466 TOWNSEND, LLC, a Delaware  
4 limited liability company; 620 RSSE, LLC, a Delaware limited liability company; 2151 VAN NESS  
5 AVENUE, LLC, a Delaware limited liability company; 2211 VAN NESS AVENUE, LLC, a  
6 Delaware limited liability company; 825 SUTTER STREET, LLC, a Delaware limited liability  
7 company; 601 BRANNAN STREET, LLC, a Delaware limited liability company; 1727 LOMBARD  
8 II, LLC, a Delaware limited liability company; 2225 JERROLD AVENUE, LLC, a Delaware limited  
9 liability company; 460 TOWNSEND STREET, LLC, a Delaware limited liability company; 950 VAN  
10 NESS AVENUE, LLC, a Delaware limited liability company; 2801 LEAVENWORTH-CANNERY,  
11 LLC (collectively "Defendants"), represented by David J. Millstein, Esq. and Gerald S. Richelson,  
12 Esq.. Plaintiffs and Defendants may be referred to below collectively as the "Parties" and individually  
13 as a "Party."

14 The Parties have reached a settlement. The complete terms of that settlement are memorialized  
15 in three separate documents: a Settlement Agreement, attached hereto as Exhibit A; a Stipulated  
16 Injunction, attached hereto as Exhibit B; and a Development Agreement, attached hereto as Exhibit C.  
17 The Parties stipulate that Exhibits A-C, and all of the terms and obligations arising therefrom, are  
18 incorporated by reference as part of this Consent Judgment (hereinafter "Judgment").

19 The Parties further stipulate that this Judgment shall provide a comprehensive framework to  
20 adjudicate and enforce any and all obligations arising out of Exhibits A-C, consistent with the terms of  
21 Exhibit A and its attachments (Settlement Agreement). The Parties stipulate that the San Francisco  
22 Superior Court shall retain jurisdiction to ensure that the Parties comply with all terms and obligations  
23 contained in this Judgment and agree that any and all obligations arising out of this Judgment and its  
24 incorporated Exhibits A-C, shall rest with the Defendants, jointly and severally.

25 In the event Defendants fail to timely and fully comply with the terms of this Judgment,  
26 Plaintiffs may seek to enforce any and all terms of the Judgment and its incorporated Exhibits A-C by  
27 applying *ex parte* to the Superior Court of the County of San Francisco. Plaintiffs must give  
28 Defendants' 48-hours notice through its counsel of record in advance of any such application. Notice

1 shall be given by telephone or electronic mail to Defendants' counsel of record, David J. Millstein  
2 Esq., at the following telephone number (415) 348-0348 and email: dmillstein@millstein-law.com.  
3 Should Defendants' counsel of record change during the pendency of this Judgment, Defendants must  
4 inform Plaintiffs of any such change in counsel within five calendar days. The enforcement scheme  
5 created by this Judgment, shall be in addition to any other remedies available at law.

6 Plaintiffs shall be entitled to any and all attorneys' fees and costs incurred for enforcing the  
7 terms of this Judgment.

8  
9 SO STIPULATED:

10  
11 Dated: XXX 0, 0000

12 DENNIS J. HERRERA  
13 City Attorney  
14 RONALD P. FLYNN  
15 Chief Deputy City Attorney  
16 YVONNE R. MERÉ  
17 Chief Attorney  
18 THOMAS S. LAKRITZ  
19 MATTHEW D. GOLDBERG  
20 Deputy City Attorney

21 By: \_\_\_\_\_  
22 DENNIS J HERRERA

23 Attorneys for Plaintiffs  
24 PEOPLE OF THE STATE OF CALIFORNIA and  
25 CITY AND COUNTY OF SAN FRANCISCO

26 DATED: XXX 0, 0000

27 MILLSTEIN & ASSOCIATES

28 By: \_\_\_\_\_  
David J. Millstein, Esq.  
Attorney for DEFENDANTS:

STEPHENS INSTITUTE, d/b/a ACADEMY OF ART UNIVERSITY, a California  
corporation; 2300 STOCKTON STREET, LLC, a Delaware limited liability company;  
1916 OCTAVIA STREET, LLC, a Delaware limited liability company; 1153 BUSH  
STREET, LLC, a Delaware limited liability company; 2209 VAN NESS AVENUE, LLC, a Delaware  
limited liability company; 1835 VAN NESS AVENUE, LLC, a Delaware  
limited liability company; 1080 BUSH STREET, LLC, a Delaware limited liability



1 company; 1069 PINE STREET, LLC, a Delaware limited liability company; 1055 PINE STREET,  
2 LLC, a Delaware limited liability company; 60 FEDERAL STREET, LLC, a Delaware limited  
3 liability company; 491 POST STREET, LLC, a Delaware limited liability company; 701 CHESTNUT  
4 STREET LLC , a Delaware limited liability company; 860 SUTTER STREET, LLC, a Delaware limited  
5 liability company; S/F 466 TOWNSD, LLC, a Delaware limited liability company; 620 RSSE, LLC, a  
6 Delaware limited liability company; 2151 VAN NESS AVENUE, LLC, a Delaware limited liability  
7 company; 2211 VAN NESS AVENUE, LLC, a Delaware limited liability company; 825 SUTTER  
8 STREET, LLC, a Delaware limited liability company; 601 BRANNAN STREET, LLC, a Delaware  
9 limited liability company; 1727 LOMBARD II, LLC, a Delaware limited liability company; 2225  
10 JERROLD AVENUE, LLC, a Delaware limited liability company; 460 TOWNSEND STREET, LLC, a  
11 Delaware limited liability company; 950 VAN NESS AVENUE, LLC, a Delaware limited liability;  
12 2801 LEAVENWORTH-CANNERY, LLC, a Delaware limited liability company.  
13  
14  
15  
16  
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18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SO ORDERED:

DATED:

[court]

**EXHIBIT C TO SETTLEMENT AGREEMENT**

**STIPULATED INJUNCTION**

*(ATTACHED)*

DENNIS J. HERRERA, State Bar #139669  
City Attorney  
RONALD P. FLYNN, State Bar #184186  
Chief Deputy City Attorney  
YVONNE R. MERÉ, State Bar #173594  
Chief of Complex and Affirmative Litigation  
THOMAS S. LAKRITZ, State Bar #161234  
MATTHEW D. GOLDBERG, State Bar #240776  
Deputy City Attorneys  
Fox Plaza  
1390 Market Street, Sixth Floor  
San Francisco, California 94102-5408  
Telephone: (415) 554-3963  
Facsimile: (415) 437-4644  
E-Mail: tom.lakritz@sfgov.org

Attorneys for Plaintiffs  
PEOPLE OF THE STATE OF CALIFORNIA and  
CITY AND COUNTY OF SAN FRANCISCO

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION

PEOPLE OF THE STATE OF CALIFORNIA,  
ex rel. DENNIS J. HERRERA, City Attorney  
for the City and County of San Francisco, and  
CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation,

Plaintiffs,

vs.

STEPHENS INSTITUTE, d/b/a ACADEMY  
OF ART UNIVERSITY, a California  
corporation; 2300 STOCKTON STREET,  
LLC, a Delaware limited liability company;  
1916 OCTAVIA STREET, LLC, a Delaware  
limited liability company; 1153 BUSH  
STREET, LLC, a Delaware limited liability  
company; 2209 VAN NESS AVENUE, LLC, a  
Delaware limited liability company; 1835  
VAN NESS AVENUE, LLC, a Delaware  
limited liability company; 1080 BUSH  
STREET, LLC, a Delaware limited liability  
company; 1069 PINE STREET, LLC, a  
Delaware limited liability company; 1055  
PINE STREET, LLC, a Delaware limited  
liability company; 60 FEDERAL STREET,

Case No. CGC 16-551832

**[PROPOSED] STIPULATED PERMANENT  
INJUNCTION**

Hearing Date:	Date
Hearing Judge:	Hon. _____
Time:	Time
Place:	Dept.

Date Action Filed:	May 6, 2016
Trial Date:	Not Yet Set

Attached Documents: Doc Names

1 LLC, a Delaware limited liability company;  
2 491 POST STREET, LLC, a Delaware limited  
3 liability company; 701 CHESTNUT STREET,  
4 LLC, a Delaware limited liability company;  
5 860 SUTTER STREET, LLC, a Delaware  
6 limited liability company; S/F 466 TOWNSD,  
7 LLC, a Delaware limited liability company;  
8 620 RSSE, LLC, a Delaware limited liability  
9 company; 2151 VAN NESS AVENUE, LLC, a  
10 Delaware limited liability company; 2211  
11 VAN NESS AVENUE, LLC, a Delaware  
12 limited liability company; 825 SUTTER  
13 STREET, LLC, a Delaware limited liability  
14 company; 601 BRANNAN STREET, LLC, a  
15 Delaware limited liability company; 1727  
16 LOMBARD II, LLC, a Delaware limited  
17 liability company; 2225 JERROLD AVENUE,  
18 LLC, a Delaware limited liability company;  
19 460 TOWNSEND STREET, LLC, a Delaware  
20 limited liability company; 950 VAN NESS  
21 AVENUE, LLC, a Delaware limited liability  
22 company; 2801 LEAVENWORTH-  
23 CANNERY, LLC, a Delaware limited liability  
24 company; and DOE ONE through DOE  
25 FIFTY, inclusive,

26 Defendants.

## 27 INTRODUCTION

28 On \_\_\_\_\_, 2020, this Stipulated Permanent Injunction ("INJUNCTION") was presented  
before the above-captioned Court, the Honorable \_\_\_\_\_, presiding. The PEOPLE OF THE  
STATE OF CALIFORNIA, ex rel. DENNIS J. HERRERA, City Attorney for the City and County of  
San Francisco ("PEOPLE"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal  
corporation, ("CITY"), (collectively, "PLAINTIFFS"), were represented by their attorney, DENNIS J.  
HERRERA, City Attorney, appearing through Deputy City Attorney THOMAS S. LAKRITZ.  
STEPHENS INSTITUTE, d/b/a ACADEMY OF ART UNIVERSITY, a California corporation  
("AAU"); 2300 STOCKTON STREET, LLC, a Delaware limited liability company; 1916 OCTAVIA  
STREET, LLC, a Delaware limited liability company; 1153 BUSH STREET, LLC, a Delaware  
limited liability company; 2209 VAN NESS AVENUE, LLC, a Delaware limited liability company;

1835 VAN NESS AVENUE, LLC, a Delaware limited liability company; 1080 BUSH STREET, LLC,  
a Delaware limited liability company; 1069 PINE STREET, LLC, a Delaware limited liability  
company; 1055 PINE STREET, LLC, a Delaware limited liability company; 60 FEDERAL STREET,  
LLC, a Delaware limited liability company; 491 POST STREET, LLC, a Delaware limited liability  
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STREET, LLC, a Delaware limited liability company; S/F 466 TOWNSEND, LLC, a Delaware limited  
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II, LLC, a Delaware limited liability company; 2225 JERROLD AVENUE, LLC, a Delaware limited  
liability company; 460 TOWNSEND STREET, LLC, a Delaware limited liability company; 950 VAN  
NESS AVENUE, LLC, a Delaware limited liability; 2801 LEAVENWORTH-CANNERY, LLC, a  
Delaware limited liability company (collectively “LLCs”), (collectively, “DEFENDANTS”), were  
represented by their attorney, DAVID J. MILLSTEIN ESQ..

PLAINTIFFS and DEFENDANTS (collectively, the “PARTIES”) consent to entry of this  
INJUNCTION as an Order by this Court without a noticed motion, hearing, or trial.

The PARTIES having stipulated to the provisions set forth herein, the Court having reviewed  
the provisions, the PARTIES having agreed to the issuance of this Order, and good cause appearing  
therefore,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

**GENERAL PROVISIONS**

PLAINTIFFS brought this action pursuant to various provisions of state and local law,  
including California Business and Professions Code sections 17200-17210 (“Unfair Competition  
Law”), California Civil Code sections 3479, 3480, 3491, and 3494, California Code of Civil Procedure  
section 731, and San Francisco Planning Code sections 176 and 176.1.

## **I. JURISDICTION**

This Court has jurisdiction over the subject matter and each of the PARTIES in this action. The Court issues this INJUNCTION pursuant to its authority under California Business and Professions Code section 17203, Civil Code sections 3491, 3494, and Code of Civil Procedure section 731. The Court expressly retains jurisdiction to interpret and enforce this INJUNCTION. The Court may hear and decide issues regarding the scope and effect of the injunctive provisions. Any party to this INJUNCTION or entity bound by this INJUNCTION may apply to the Court at any time, after making a reasonable effort to meet and confer with the other PARTIES, for further orders and directions as may be necessary or appropriate for the construction, application, carrying out or enforcement of the injunctive provisions. The Court may modify any of the injunctive provisions and take such further action as may be necessary or appropriate to enforce the injunctive provisions, and to punish any violations. The PARTIES agree that the obligations arising out of this INJUNCTION shall rest with all DEFENDANTS jointly and severally, except as otherwise specifically provided below.

## **II. AUTHORITY**

PLAINTIFFS have authority under California and San Francisco law to bring and maintain this action to protect the People of the State of California and the residents of the City and County of San Francisco.

## **III. APPLICATION**

In this action, PLAINTIFFS allege that DEFENDANTS employed a business model that blatantly disregarded the San Francisco Planning Code by changing the use of over 22 buildings in San Francisco in violation of the Planning Code. DEFENDANTS acquired buildings that are zoned and permitted for use as apartments and other residential purposes, only to convert them unlawfully to student dorms, depriving San Francisco of critical housing stock, especially affordable housing. These business practices violated state and local laws, including the Unfair Competition Law, California Civil Code sections 3479 and 3480, and the San Francisco Planning Code.

DEFENDANTS dispute PLAINTIFFS' claims, allegations, theories of liability, and deny the violations PLAINTIFFS allege.

1 In an effort to come to a negotiated resolution of all of the claims that have arisen in this  
2 action, the PARTIES are executing a consent judgment, which will include the enforcement  
3 mechanisms for the development agreement and which incorporates this INJUNCTION and a  
4 settlement agreement ("SETTLEMENT AGREEMENT"). By reaching a settlement and agreeing to  
5 injunctive terms and payment of civil penalties, DEFENDANTS are not admitting any wrongdoing or  
6 making any admission of liability.

#### 7 **IV. PARTIES, ENTITIES, AND PROPERTIES BOUND BY THIS INJUNCTION**

##### 8 **A. Parties and Entities**

9 This Injunction shall be enforceable against all DEFENDANTS and their affiliates, as well as  
10 any other entities owned or controlled by the Stephens Family Revocable Trust, the Elisa Stephens  
11 Revocable Trust, the Scott Alan Stephens Revocable Trust, Elisa Stephens, Scott A. Stephens, and  
12 Susanne Stephens.

##### 13 **B. Existing Properties**

14 The existing properties are those owned by DEFENDANTS as identified in the First Amended  
15 Complaint.

##### 16 **C. Properties Acquired for Future Expansion and Operation**

17 The provisions of this INJUNCTION shall apply to any properties used directly or indirectly  
18 by the Academy in the future as well as to the existing properties (the properties described in IV b and  
19 c are collectively referred to as "PROPERTIES").

#### 20 **V. NECESSITY FOR INJUNCTION**

21 **This Court finds that this INJUNCTION is necessary in the interest of the health, safety, and  
22 welfare of the citizens of the State of California and the residents of the City and County of San  
23 Francisco, to abate public nuisances, and to ensure that each DEFENDANT complies with all  
24 applicable laws in the ownership, operation, use, management and/or maintenance of the  
25 PROPERTIES.**

#### 26 **INJUNCTIVE TERMS**

##### 27 **I. BREACH AND CURE**

##### 28 **A. Notices of Violation from City Departments**

In the event that a department of the CITY issues a notice of violation or other notice  
informing DEFENDANTS that the conversion or use of a property covered by this INJUNCTION is in  
violation of any provision of the San Francisco Planning Code, Fire Code, Building Code, Public

Works Code, or Section 37 of the Administrative Code, DEFENDANTS shall correct any such violations set forth in the notice of violation within forty-five days, or such shorter period set forth in the notice of violation as reasonably justified by a health or safety emergency, whichever is first. The failure to correct a material violation within the deadline set forth in the notice or forty-five days, whichever is first, shall be a violation of this INJUNCTION.

**B. Cure Period**

In the event the PLAINTIFFS contend that DEFENDANTS are in breach of any of their obligations under this INJUNCTION or the SETTLEMENT AGREEMENT, then the PLAINTIFFS shall give written notice, as provided in Paragraph VII below, specifying in reasonable detail the alleged breach or lack of compliance. DEFENDANTS shall be given a forty-five-day period from the date of receipt of the required notice in which to correct or cure the breach or lack of compliance. The failure to correct a material violation within forty-five days shall be a violation of this INJUNCTION.

**C. Materiality**

For the purposes of this Paragraph I material violation shall mean a: (i) violation of a material provision of this INJUNCTION; (ii) pattern of violations of the San Francisco Planning Code, Fire Code, Building Codes (including, Electrical, Plumbing, Mechanical, and Housing Codes), Public Works Code, or Section 37 of the Administrative Code, even if minor; or (iii) violation of health and safety provisions of those Codes. The DEFENDANTS by entering into this INJUNCTION does not agree and specifically disputes that the DEFENDANT's student housing is subject in any way to Section 37 of the San Francisco Administrative Code.

**II. UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

IT IS HEREBY ORDERED that DEFENDANTS are hereby restrained and enjoined from engaging in the following unlawful and/or unfair conduct:

A. Using, directly or indirectly, any PROPERTIES, or any other real property in San Francisco which DEFENDANTS own, operate, manage, and/or maintain in such a manner as to constitute a public nuisance; or

B. Using, directly or indirectly, any of the PROPERTIES, or any other real property in San Francisco which DEFENDANTS own, operate, manage, and/or maintain in such a manner as to



constitute violations of the of the San Francisco Planning Code, Fire Code, Building Codes (including, Electrical, Plumbing, Mechanical, and Housing Codes), Public Works Code, or Section 37 of the Administrative Code. The DEFENDANTS by entering into this INJUNCTION do not agree and specifically dispute that the Academy's student housing is subject in any way to Section 37 of the San Francisco Administrative Code.

### **III. FEES, COSTS, AND CIVIL PENALTIES**

The PARTIES have come to a monetary resolution of this matter that involves payment provisions that are described in greater detail in the SETTLEMENT AGREEMENT filed concurrently with this INJUNCTION as an exhibit to the Consent Judgment. The provisions for payment of a Settlement Payments and an Affordable Housing Payment defined and set forth in Paragraph 2.2 of the SETTLEMENT AGREEMENT are incorporated by reference into this INJUNCTION. Any failure to make payments set forth in Paragraph 2.2 of the SETTLEMENT AGREEMENT shall be deemed a violation of this INJUNCTION, subjecting the DEFENDANTS to any and all penalties described in this INJUNCTION.

### **IV. JURISDICTION AND JUDICIAL ENFORCEMENT OF THIS INJUNCTION**

A. The Court expressly reserves jurisdiction to take such further action as may be necessary or appropriate to enforce the provisions of this INJUNCTION, and to order all appropriate relief under the law. For the duration of the injunctive period, all disputes arising or hearings required regarding compliance with this Injunction shall be brought to the Honorable \_\_\_\_\_, Judge of the San Francisco Superior Court, for resolution.

B. Violation of any provision of this INJUNCTION may constitute contempt of court as described in California Code of Civil Procedure section 1218, et seq. In the event that the Court determines after hearing that DEFENDANTS have violated any of the terms of this INJUNCTION, the applicable DEFENDANT shall be liable for civil penalties of no more than \$6,000 for each violation of this INJUNCTION pursuant to Business and Professions Code Sections 17206 and 17207.

C. Should the Court determine after hearing that any DEFENDANT violated any terms of this INJUNCTION, PLAINTIFFS shall have the right to recover all reasonable attorneys' fees and

costs incurred in enforcing said violation as determined by the Court against the responsible  
1 DEFENDANT.

2 D. Any fines, penalties, or other monetary relief specified in this INJUNCTION shall be in  
3 addition to any other relief or sanctions that the Court may order as a matter of law or equity.

4 E. Any fines, penalties, or other monetary relief specified in this INJUNCTION shall not  
5 preclude PLAINTIFFS from obtaining other penalties or relief prescribed by law.

6 **V. EFFECTIVE DATE AND TERM OF INJUNCTION**

7 Unless otherwise stated, DEFENDANTS shall comply with the terms of this INJUNCTION  
8 upon entry by the Court.

9 **VI. NO WAIVER OF RIGHT TO ENFORCE**

10 The failure of PLAINTIFFS to enforce any such provision shall not preclude PLAINTIFFS  
11 from later enforcing the same or any other provision of this INJUNCTION; nor shall such failure be  
12 deemed a waiver of such provision or in any way affect the validity of this INJUNCTION. No oral  
13 advice, guidance, suggestion or comments by PLAINTIFFS' employees or officials regarding matters  
14 covered in this Injunction shall be construed to relieve DEFENDANTS of their obligations hereunder.

15 **VII. NOTICE**

16 Except as otherwise provided in this INJUNCTION, all notifications, reports and  
17 communications to the PARTIES required under this INJUNCTION shall be made in writing and shall  
18 be sufficient as hand-delivered, sent by first class mail, or communicated by e-mail to the following  
19 persons:

20 For PLAINTIFFS:

21 The Stephens Institute  
22 79 New Montgomery Street  
23 San Francisco, CA 94105  
24 Attn: Elisa Stephens  
25 email: EStephens@academyart.edu

26 With a copy to:

27 David J. Millstein, Esq.  
28 Millstein and Associates  
100 The Embarcadero, Penthouse

For DEFENDANTS:

Director of Planning  
San Francisco Planning Department  
1650 Mission Street, Suite 400  
San Francisco, California 94102  
Email: john.rahaim@sfgov.org

Dennis J. Herrera.  
City Attorney  
City Hall, Room 234

<p>San Francisco, CA 94105 email: dmillstein@millstein-law.com</p> <p>James Abrams, Esq. J. Abrams Law, P.C. One Maritime Plaza Suite 1900 San Francisco, CA 94111 email: jabrams@abramslaw.com</p> <p>Joseph Alioto Veronese, Esq. 700 Montgomery Street San Francisco, CA 94111-2104 email: joe@aliotolg.com</p>	<p>1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Chief Deputy City Attorney, Academy of Art Settlement Agreement Email: ronald.flynn@sfcityatty.org and to: Attn: Chief Assistant City Attorney (Academy) email: jesse.smith@sfcityatty.org Attn: Deputy City Attorney, Land Use Team (Academy) email: kristen.jensen@sfcityatty.org</p>
--	--

## VIII. COUNTERPARTS

This INJUNCTION may be executed in separate counterparts and once executed shall constitute one agreement which shall be binding upon all the PARTIES hereto, notwithstanding that the signatures of the PARTIES' designated representatives do not appear on the same page and/or are not original signatures.

Dated: XXX 0, 0000

DENNIS J. HERRERA

City Attorney

RONALD P. FLYNN

Chief Deputy City Attorney

YVONNE R. MERÉ

Chief Attorney

THOMAS S. LAKRITZ

MATTHEW D. GOLDBERG

Deputy City Attorney

By:

DENNIS J HERRERA

Attorneys for Plaintiffs

PEOPLE OF THE STATE OF CALIFORNIA and  
CITY AND COUNTY OF SAN FRANCISCO

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By:

John Rahaim

Director of Planning

DATED: XXX 0, 0000

MILLSTEIN & ASSOCIATES

By:

David J. Millstein, Esq.

Attorney for DEFENDANTS:

STEPHENS INSTITUTE, d/b/a ACADEMY OF ART UNIVERSITY, a California corporation; 2300 STOCKTON STREET, LLC, a Delaware limited liability company; 1916 OCTAVIA STREET, LLC, a Delaware limited liability company; 1153 BUSH STREET, LLC, a Delaware limited liability company; 2209 VAN NESS AVENUE, LLC, a Delaware limited liability company; 1835 VAN NESS AVENUE, LLC, a Delaware limited liability company; 1080 BUSH STREET, LLC, a Delaware limited liability company; 1069 PINE STREET, LLC, a Delaware limited liability company; 1055 PINE STREET, LLC, a Delaware limited liability company; 60 FEDERAL STREET, LLC, a Delaware limited liability company; 491 POST STREET, LLC, a Delaware limited liability company; 701 CHESTNUT STREET LLC, a Delaware limited liability company; 860 SUTTER STREET, LLC, a Delaware limited liability company; S/F 466 TOWNSD, LLC, a Delaware limited liability company; 620 RSSE, LLC, a Delaware limited liability company; 2151 VAN NESS AVENUE, LLC, a Delaware limited liability company; 2211 VAN NESS AVENUE, LLC, a Delaware limited liability company; 825 SUTTER STREET, LLC, a Delaware limited liability company; 601 BRANNAN STREET, LLC, a Delaware limited liability company; 1727 LOMBARD II, LLC, a Delaware limited liability company; 2225

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ACADEMY OF ART UNIVERSITY:

STEPHENS INSTITUTE,  
a California corporation

By: \_\_\_\_\_  
Dr. Elisa Stephens  
President

2300 STOCKTON STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1916 OCTAVIA STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1153 BUSH STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2209 VAN NESS AVENUE, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1 1835 VAN NESS AVENUE, LLC,  
2 a Delaware limited liability company;

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

4 Dr. Elisa Stephens  
5 Manager

6 1080 BUSH STREET, LLC,  
7 a Delaware limited liability company;

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

9 Dr. Elisa Stephens  
10 Manager

11 1069 PINE STREET, LLC,  
12 a Delaware limited liability company;

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

14 Dr. Elisa Stephens  
15 Manager

16 1055 PINE STREET, LLC,  
17 a Delaware limited liability company;

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

19 Dr. Elisa Stephens  
20 Manager

21 60 FEDERAL STREET, LLC,  
22 a Delaware limited liability company;

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

24 Dr. Elisa Stephens  
25 Manager

26 491 POST STREET, LLC,  
27 a Delaware limited liability company;

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

Dr. Elisa Stephens  
Manager

701 CHESTNUT STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

860 SUTTER STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

S/F 466 TOWNSD, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

620 RSSE, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2151 VAN NESS AVENUE, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2211 VAN NESS AVENUE, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

825 SUTTER STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

601 BRANNAN STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1727 LOMBARD II, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2225 JERROLD AVENUE, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

460 TOWNSEND STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

950 VAN NESS AVENUE, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager



2801 LEAVENWORTH-CANNERY, LLC,  
a Delaware limited liability company;

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

Dr. Elisa Stephens  
Manager

**PROOF OF SERVICE**

I, \_\_\_\_\_, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On XXX 0, 0000, I served the following document(s):

**NAME OF DOCUMENT**

on the following persons at the locations specified:

in the manner indicated below:

☐

**BY UNITED STATES MAIL:** Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

☐

**BY PERSONAL SERVICE:** I sealed true and correct copies of the above documents in addressed envelope(s) and caused such envelope(s) to be delivered by hand at the above locations by a professional messenger service. A declaration from the messenger who made the delivery ☐ is attached or ☐ will be filed separately with the court.

☐

**BY OVERNIGHT DELIVERY:** I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and delivery by overnight courier service. I am readily familiar with the practices of the San Francisco City Attorney's Office for sending overnight deliveries. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be collected by a courier the same day.

☐

**BY ELECTRONIC MAIL:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the person(s) at the electronic service address(es) listed above. Such document(s) were transmitted *via* electronic mail from the electronic address: first.last@sfgov.org ☐ in portable document format ("PDF") Adobe Acrobat or ☐ in Word document format. OR

☐

**BY ELECTRONIC MAIL:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be served electronically through **File & ServeXpress** or **TrueFiling** in portable document format ("PDF") Adobe Acrobat.

☐

**BY FACSIMILE:** Based on a written agreement of the parties to accept service by fax, I transmitted true and correct copies of the above document(s) via a facsimile machine at telephone number Fax #' to the persons and the fax numbers listed above. The fax transmission was reported as complete and without error. The transmission report was properly issued by the transmitting facsimile machine, and a copy of the transmission report ☐ is attached or ☐ will be filed separately with the court.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed XXX 0, 0000, at San Francisco, California.

**EXHIBIT D TO SETTLEMENT AGREEMENT**

**DEVELOPMENT AGREEMENT**

*(ATTACHED)*

RECORDING REQUESTED BY  
CLERK OF THE BOARD OF SUPERVISORS  
OF THE CITY AND COUNTY OF SAN FRANCISCO

(Exempt from Recording Fees  
Under Government Code  
Section 27383)

AND WHEN RECORDED MAIL TO:

Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**DEVELOPMENT AGREEMENT**

**BY AND AMONG**

**THE CITY AND COUNTY OF SAN FRANCISCO,**

**AND**

**THE STEPHENS INSTITUTE,  
dba ACADEMY OF ART UNIVERSITY**

**AND**

**THE LLC PARTIES**

**with respect to various properties in San Francisco,  
affordable housing and other public benefits, and future uses**

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## **EXHIBITS**

- A. List of the LLC Parties
- B. Legal Description
  - B-1. Legal Descriptions of Academy Properties
  - B-2. Legal Descriptions of non-Academy Properties
- C. Mitigation Monitoring and Reporting Program
- D. List of Approvals
- E. Schedule of Performance
- F. Form of Certificate of Use for the three Academy Properties that will include Chapter 41 units after Approvals
- G. Form of Notice of Special Restrictions for SRO units in 860 Sutter Street, 1080 Bush Street and 1153 Bush Street

## **SCHEDULES**

- 1. Impact Fee and Exactions Schedule
- 2. Schedule of Withdrawn Building Permits, and Withdrawn Conditional Use Applications

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO**

**AND**

**the STEPHENS INSTITUTE,  
dba ACADEMY OF ART UNIVERSITY**

**AND**

**THE LLC PARTIES**

This DEVELOPMENT AGREEMENT (this “**Agreement**”) dated for reference purposes only as of \_\_\_\_\_, 2019 (the “**Reference Date**”), is among the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), acting by and through its Planning Commission (the “**Planning Commission**”) and including the City Attorney acting on behalf of the People of the State of California and the City, on the one hand, and the STEPHENS INSTITUTE, a California corporation, dba Academy of Art University (the “**Stephens Institute**”), and the affiliated limited liability companies listed on Exhibit A, which own real property described below (each and “**LLC Party**” and collectively the “**LLC Parties**” and, together with the Stephens Institute, jointly and severally with respect to all obligations other than the Settlement Payment and the Affordable Housing Payment, which are the obligations of the LLC Parties, the “**Academy**”), on the other hand, , and is made under the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the San Francisco Administrative Code (the “**Administrative Code**”). The City and the Academy are also sometimes referred to individually as a “**Party**” and together as the “**Parties**.” Capitalized terms not defined when introduced shall have the meanings given in Article 1.

**RECITALS**

This Agreement is made with reference to the following facts:

A. On May 6, 2016, the City Attorney of the City and County of San Francisco (the “**City Attorney**”), on behalf of the People of the State of California and the City, commenced litigation against the Stephens Institute and the LLC Parties in *People v. Stephens Institute, et. al*, San Francisco Superior Court Number CGC-16-551-832 (the “**Lawsuit**”). In the Lawsuit, the People and the City alleged violations of the City’s Administrative Code, Planning Code, Building Code and the State Unfair Competition Law, Business and Professions Code Section 17200 *et seq.* (the “**UCL**”).

B. The Academy has expressed its commitment to the City Attorney and the Planning Department, as well as to the San Francisco Superior Court (the “**Court**”) in the settlement discussions referenced below, to: bring the Academy’s existing uses into compliance with the Planning Code; relocate existing Academy uses or change Academy uses in buildings in accordance with applicable Laws in those specific instances where the Planning Department has determined that legalization is not appropriate or the Academy has agreed to withdraw use by the



Stephens Institute; compensate the City for past violations, including providing affordable housing public benefits to the City; and work cooperatively with the City in planning for future Stephens Institute growth in a manner that accounts for the urban nature of the Stephens Institute's campus, without adversely impacting the City's affordable or rent-controlled housing stock, or burdening its transportation system, including, as a part of that plan, building new housing, or converting existing buildings, for its students on property that is zoned for such student housing use, as permitted by this Agreement. The Parties entered into court ordered and judicially supervised settlement discussions.

C. As a result of those settlement discussions, and under the auspices of the Court, the Academy and the City entered into a non-binding Term Sheet for Global Resolution, dated November 15, 2016, (the "**Initial Term Sheet**") as amended by that certain Supplement to Term Sheet for Global Resolution, dated July 10, 2019 (the "**Supplement**") (the Initial Term Sheet and the Supplement are referred to collectively as the "**Term Sheet**"). The Term Sheet was intended to provide a basis to resolve all of the outstanding issues relating to the Lawsuit and other land use matters and to establish appropriate principles and processes for land use compliance by the Academy. The Parties made the Term Sheet public, each time with the consent of the Court.

D. As contemplated by the Term Sheet, the City and the Academy have entered into a comprehensive consent judgment that they will file with the Court seeking the Court's approval and entry of judgment (the "**Consent Judgment**"). The Consent Judgment contains three main parts: (1) a Settlement Agreement dated as of \_\_\_\_\_ (the "**Settlement Agreement**"), which includes obligations of the LLC Parties to make payments to the City (including the Affordable Housing Public Benefit); (2) a Stipulated Injunction (the "**Injunction**"), which is an exhibit to the Settlement Agreement and provides a mechanism for judicial enforcement of the Academy's obligations under the Settlement Agreement and this Agreement, and (3) this Agreement, which is also an exhibit to the Settlement Agreement and which sets forth the matters generally described in Recital G below. Also critical to the global resolution that the Consent Judgment would achieve is the instrument securing the LLC Parties' financial obligations under the Settlement Agreement and this Agreement, the obligations of the LLC Parties to make the full settlement payments under the Settlement Agreement will be secured by a Guaranty (the "**Guaranty**") from the Stephens Family Revocable Trust, the Elisa Stephens Revocable Trust, the Scott Stephens Revocable Trust, Elisa Stephens, Scott Stephens, and Susanne Stephens.

E. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq.* (the "**Development Agreement Statute**"), which authorizes the City to enter into a development agreement with any Person having a legal or equitable interest in real property regarding the development of such property. Under Government Code Section 65865, the City adopted Chapter 56 of the Administrative Code ("**Chapter 56**") establishing procedures and requirements for entering into a development agreement under the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56 except as for certain portions of Chapter 56 as provided in the Enacting Ordinance approving this Agreement.

F. As contemplated by the Term Sheet, the Parties propose to withdraw from, and cease any Stephens Institute operation at, nine (9) of the Academy's current properties (the "**Non-Academy Properties**", as more particularly described in Exhibit B-2, attached hereto), and bring the properties owned by the LLC Parties and used by the Stephens Institute or intended for future Stephens Institute use, which consists of thirty-four (34) properties and associated improvements located throughout San Francisco (the "**Academy Properties**", as more particularly described in the attached Exhibit B-1), into compliance with the Planning Code. Compliance of the Academy Properties with the Planning Code requires the City's approval of a variety of permits and authorizations, including (i) approval of a conditional use authorization by the Planning Commission to reflect the approval of the use of thirty-four (34) buildings and to grant certain exceptions to the Planning Code, (ii) the approval of permits to alter, and certificates of appropriateness, by the Historic Preservation Commission, (iii) amendment of the Planning Code to permit uses that are currently not permitted at certain properties, and (iv) a variety of other building alterations and street improvements including without limitation the removal and installation of signage, removal and repair of nonconforming awnings and exterior alterations, the installation Class 1 and Class 2 bike racks, the removal of curb cuts, and the replacement of certain windows (collectively, the "**Project**").

G. In furtherance of the Development Agreement Statute and Chapter 56, and with the Settlement Agreement, the Parties are entering into this Agreement to set forth the (1) content and process for agreed upon entitlements, conditions of approval and mitigation and improvement measures for the Project; (2) process for approval of future uses and expansion of Stephens Institute facilities and/or enrollment; and (3) payment of funds by the LLC Parties to the City as set forth in this Agreement and the Settlement Agreement. The public benefits that the City will receive under this Agreement include: (i) an Affordable Housing Public Benefit, consisting of a cash payment of \$37,600,000 to the City to be used by the City solely for affordable housing purposes, with a first priority for uses related to the creation or preservation of single room occupancy (SRO) units in those Board of Supervisor's districts in which the City alleges the Academy unlawfully converted SRO buildings to student housing including District 3, as the City may determine in its sole discretion, and as further provided in this Agreement; (ii) a cash payment to the City's Small Sites Fund estimated to exceed \$8,400,000 as further provided in the Settlement Agreement; (iii) an agreement by the Stephens Institute to meet all future housing needs for its students through new construction on property that is zoned for such use, or conversion of existing non-residential, non-PDR structures to student housing use, as further provided in this Agreement, and an agreement to not promise new students more housing units than the number of lawful units that are at their disposal, to not temporarily house its students in non-Academy facilities (except as expressly permitted in this Agreement), and to provide housing to increase the percentage of housing it provides to On Campus Students under a "Housing Metering" formula set forth in this Agreement; (iv) payment by the LLC Parties to the City of Planning Code penalties totaling \$1,000,000; and (v) payment by the LLC Parties to the City of Unfair Competition Law penalties totaling \$6,000,000. Also, the LLC Parties will pay Impact Fees as part of the Settlement Payment, and in addition the Academy will pay to the City all required City Processing Fees (including time and materials) when due (at the time of permit application or issuance, as applicable), and at the rates then in effect, including but not limited to, Planning and DBI fees associated with the Approvals for the Project, as well as all costs owing to the City to process this Agreement under Section 56.20 of the Administrative Code as further provided in the Settlement Agreement.

H. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) (“**CEQA**”), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*), (the “**CEQA Guidelines**”), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other Laws in effect as of the Effective Date. This Agreement does not limit the City’s obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Academy’s obligation to comply with the Approvals.

I. The Final Environmental Impact Report (the “**FEIR**”) prepared for the Academy of Art University Project and certified by the Planning Commission on July 28, 2016, and an Addendum to the FEIR dated \_\_\_\_\_, 2019 and considered by the Planning Commission on \_\_\_\_\_, 2019, together with the CEQA findings (the “**CEQA Findings**”) and the Mitigation Measures (defined below) adopted concurrently and set forth in the Mitigation Monitoring and Reporting Program (the “**MMRP**”) attached as Exhibit C, comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR and Addendum thoroughly analyze the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. The City considered the information in the FEIR, the Addendum and the CEQA Findings in connection with approval of this Agreement and the Settlement Agreement and related agreements.

J. On November 20, 2019, the Historic Preservation Commission held a public hearing on the Project. Following the public hearing, the Historic Preservation Commission made the findings required by CEQA and approved permits to alter, and certificates of appropriateness, applicable to the historic resources as proposed by the Project.

K. On November 21, 2019, the Planning Commission held a public hearing on this Agreement and the Project. Following the public hearing, the Planning Commission adopted the CEQA findings and determined, among other things, that the FEIR and Addendum thoroughly analyze the Project, and the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and further determined that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, including the eight priority policies set forth in Section 101.1 of the Planning Code (together the “**General Plan Consistency Findings**”). The City considered the information in the FEIR, the Addendum and the CEQA Findings in connection with this Agreement.

L. On December \_\_, 2019, the Board of Supervisors, having received the Planning Commission’s recommendations, held a public hearing on this Agreement. Following the public hearing, on December \_\_, 2019, the Board upheld the Planning Commission’s approval of the Environmental Impact Report, adopted as its own the Planning Commission’s CEQA findings, and approved this Agreement, incorporating by reference the General Plan Consistency Findings.

M. On \_\_\_\_\_, 2020, the Board adopted Ordinance No. \_\_\_\_\_, approving this Agreement (File No. \_\_\_\_\_), authorizing the Planning Director to execute this Agreement on behalf of the City, granting certain waivers, findings of consistency

and exemptions from the Planning and Administrative Codes and adopting amendments to the Planning Code (the “**Enacting Ordinance**”). The Enacting Ordinance became operative and effective on \_\_\_\_\_, 2020.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**AGREEMENT**  
**ARTICLE 1**  
**DEFINITIONS**

In addition to the definitions set forth above and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

“**Academy**” is defined in the opening paragraph of this Agreement and includes jointly and severally except for certain monetary obligations as described in that paragraph, the Stephens Institute and the LLC Parties.

“**Academy Properties**” is defined in Recital F.

“**Administrative Code**” means the San Francisco Administrative Code as described in the opening paragraph, as such code may be amended from time to time.

“**Affordable Housing Public Benefit**” means the cash payment defined in Section 3.1. It is also sometimes referred to as the Affordable Housing Payment in this Agreement, as it is in the Settlement Agreement.

“**Agreement**” means this Development Agreement, the Exhibits and Schedules which have been expressly incorporated herein.

“**Annual Review Date**” is defined in Section 7.1.

“**Approvals**” means the approvals, entitlements, and permits listed on Exhibit D required in connection with the Project, including all applicable conditions of approval and mitigation and improvement measures contained in that exhibit.

“**Authorized Signatory**” means with respect to (a) the Stephen’s Institute, its President, or her duly authorized designee; (b) the LLC Parties, any authorized signatory under the respective LLC Party’s limited liability company agreement or its duly authorized designee; and (c) the City, its Director of Planning or his or her duly authorized designee.

“**Board of Supervisors**” or “**Board**” means the City’s Board of Supervisors.

“**CEQA**” is defined in Recital H.

“**CEQA Findings**” is defined in Recital I.

“**CEQA Guidelines**” is defined in Recital H.

**“Chapter 56”** is defined in Recital E.

**“City”** means the City as defined in the opening paragraph of this Agreement. Except as otherwise expressly set forth in this Agreement, references to the City means the City acting by and through the Planning Director or, as necessary, the Planning Commission, the Board of Supervisors or the City’s Board of Appeals.

**“City Administrator”** means the City Administrator of the City.

**“City Agency”** or **“City Agencies”** means, individually or collectively as the context requires, all City departments, agencies, boards, commissions, and bureaus, including the City Administrator, the City Attorney’s Office, Planning Department, MOHCD, RPD, SFPUC, OEWD, SFMTA, Public Works, and DBI, including any successor to any City departments, agencies, boards, commissions and bureaus. The City actions and proceedings subject to this Agreement shall be through the Planning Department, as well as affected City Agencies (and when required by Law, the Board of Supervisors).

**“City Attorney”** means the Office of the City Attorney of the City and County of San Francisco.

**“City Costs”** means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement and in performing its obligations or defending its actions under this Agreement or otherwise contemplated by this Agreement, as determined on a reasonable and customary time and materials basis, including reasonable attorneys’ fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees. City Costs do not include any fees or costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 8.6 when the Stephens Institute or an LLC Party is the prevailing party.

**“City Parties”** is defined in Section 4.7.1.

**“City Report”** is defined in Section 7.2.2.

**“City-Wide”** means all real property within the territorial limits of the City and County of San Francisco, excluding any real property that is not subject to City regulation because it is owned or controlled by the United States or by the State of California.

**“Combined Occupancy Rate”** the occupancy rate for On Campus Students for housing units made available by the Stephens Institute among all of the Stephens Institute’s campus housing buildings in San Francisco.

**“Consent Judgment”** is defined in Recital D.

**“Control”** means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise (excluding limited partner or non-managing member approval rights). **“Controlled”**, **“Controlling”** and **“Common Control”** have correlative meanings.

**“Court”** has the meaning given in Recital A.

**“DBI”** means the San Francisco Department of Building Inspection.

**“Default”** is defined in Section 8.3.

**“Development Agreement Statute”** is defined in Recital E and means only the Development Agreement Statute that is in effect as of the Effective Date.

**“Effective Date”** is defined in Section 2.1.

**“Enacting Ordinance”** is defined in Recital M.

**“Excusable Delay”** is defined in Section 9.5.

**“Existing Standards”** means the Approvals, the General Plan, the laws of the City, and any codes, statutes, rules, regulations, or executive mandates under those laws, as each of the foregoing is in effect on the Effective Date.

**“Fair Share Fee”** is defined in Section 3.2.5

**“Federal or State Law Exception”** is defined in Section 5.5.

**“FEIR”** is defined in Recital I.

**“Future Projects”** is defined in Section 3.2.6(b).

**“General Plan Consistency Findings”** is defined in Recital K.

**“Guarantors”** means the persons and entities who are parties to the Guaranty in favor of the City as described in Recital D.

**“Guaranty”** is defined in Recital D.

**“Impact Fees and Exactions”** means any fees, contributions, special taxes, exactions, impositions and dedications charged by the City or any City Agency, whether as of the Reference Date or at any time thereafter during the Term, including but not limited to transportation and transit fees, child care fee or in-lieu fees, SFPUC Capacity Charges, housing (including affordable housing) fees, dedications or reservation requirements, and obligations for on-or off-site improvements, Fair Share Fee, and in lieu Class I bike parking fees. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes, special assessments, school district fees or any fees, taxes, assessments impositions imposed by Non-City Agencies.

**“Impact Fees and Exactions Schedule”** means the schedule attached to this Agreement as Schedule 1.

**“Injunction”** is defined in Recital D.

**“Later Approvals”** means any land use approvals, entitlements or permits from the City or any City Agency that are approved by the City after the Effective Date and are necessary or advisable for the implementation of the Project or any portion thereof, including all approvals as set forth in the Municipal Code, demolition permits, building permits, sewer and water connection permits, major and minor encroachment permits, street and sidewalk modifications, street improvement permits, permits to alter, certificates of appropriateness, certificates of occupancy, transit stop relocation permits, street dedication approvals and ordinances, subdivision maps, improvement plans, lot mergers, lot line adjustments and re-subdivisions and any amendment to the foregoing or to any Approval, in any case that are sought by the Academy and issued by the City in accordance with this Agreement.

**“Law(s)”** means, individually or collectively as the context requires, the Constitution and laws of the United States, the Constitution and laws of the State, the laws of the City, any codes, statutes, rules, regulations, or executive mandates under any of the foregoing, and any State or Federal court decision (including any order, injunction or writ) with respect to any of the foregoing, in each case to the extent applicable to the matter presented.

**“Litigation Extension”** is defined in Section 9.4.

**“LLC Party(ies)”** means collectively and individually the entities listed on Exhibit A to this Agreement, each of which has authorized Elisa Stephens, acting solely in her capacity as manager of each respective LLC Party and not as an individual, to execute this Agreement on its behalf as well as all other agreements and documents necessary for the implementation and execution of this Agreement.

**“Losses”** is defined in Section 4.7.1.

**“Master Approvals”** is defined in Section 5.3.1.

**“Master CU”** is defined in Section 3.2.1.

**“Material Change”** means any modification that (i) extends the Term, (ii) changes the permitted uses of Academy Properties, (iii) materially changes the Approvals needed for any aspect of the Project, or (iv) materially changes the Impact Fees and Exactions.

**“Mitigation Measures”** means the mitigation measures (as defined by CEQA) applicable to a portion of the Project as set forth in the MMRP.

**“MMRP”** means that certain mitigation monitoring and reporting program attached hereto as Exhibit C.

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

**“Municipal Code”** means the San Francisco Municipal Code, as it may be amended from time to time.

**“Non-Affiliate”** means any Person not directly or indirectly Controlled by, or not under Common Control, with the other Person in question.

**“Non-Academy Properties”** means each of the properties identified on Exhibit B-2 to this Agreement.

**“Non-City Agency”** means a Federal, State or local governmental agency that is not a City Agency.

**“Non-City Approval”** means any permits, agreements, or entitlements from Non-City Agencies as may be necessary for any portion of the Project.

**“Non-PDR”** means businesses that do not engage in production, distribution, and repair use activities, as defined in Section 102 of the Planning Code.

**“OEWD”** means the San Francisco Office of Economic and Workforce Development, or successor agency.

**“Official Records”** means the official real estate records of the City and County of San Francisco, as maintained by the City’s Assessor-Recorder’s Office.

**“On Campus Students”** means on-site, full-time undergraduate and graduate students as described in Section 3.2.4.

**“Party”** and **“Parties”** are defined in the opening paragraph of this Agreement.

**“Person”** means any natural person or a corporation, partnership, trust, limited liability company, limited liability partnership or other entity.

**“Planning Code”** means the San Francisco Planning Code, as it may be amended from time to time.

**“Planning Code Exemption Ordinance”** is defined in Section 3.2.1.

**“Planning Commission”** means the Planning Commission of the City and County of San Francisco.

**“Planning Department”** means the Planning Department of the City and County of San Francisco.

**“Planning Director”** means the Director of the Planning Department.

**“Processing Fees”** means the standard fee imposed by the City upon the submission of an application for a permit or approval, which is not an Impact Fee or Exaction, in accordance with City practice on a City-Wide basis.

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

**“Public Benefits”** has the meaning given in Section 4.1.



**“Public Health and Safety Exception”** is defined in Section 5.2.

**“PW”** means the Public Works Department of the City and County of San Francisco.

**“Reference Date”** means the date for convenience of reference of this Agreement as provided in the opening paragraph.

**“RPD”** means the San Francisco Recreation and Park Department.

**“San Francisco”** means the territorial boundaries of the City and County of San Francisco.

**“Settlement Agreement”** is defined in Recital D.

**“Settlement Payment”** means the settlement payment required by the LLC Parties under the Settlement Agreement and guaranteed by the Guarantors under the Guaranty.

**“SFMTA”** means the San Francisco Municipal Transportation Agency.

**“SFPUC”** means the San Francisco Public Utilities Commission.

**“SFPUC Capacity Charges”** means all water and sewer capacity and connection fees and charges payable to the SFPUC, as and when due in accordance with the-applicable City requirements.

**“Term”** is defined in Section 2.2.

**“Third-Party Challenge”** means any administrative, legal or equitable action or proceeding instituted by any party other than the City or the Academy against the City or any City Agency challenging the validity or performance of any provision of this Agreement, the Project, the Approvals, the adoption or certification of the FEIR or other actions taken under CEQA, or other approvals under Laws relating to the Project, any action taken by the City or the Academy in furtherance of this Agreement, or any combination relating to the Project or any portion of the Project.

**“Transfer”** is defined in Section 8.4.1(f).

## **ARTICLE 2 EFFECTIVE DATE; TERM**

Section 2.1 Effective Date. This Agreement shall take effect upon the later to occur of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinance is effective (the **“Effective Date”**). The City may record this Agreement in the Official Records on or after the Effective Date. If this Agreement terminates in accordance with its terms, then the City will, upon request by the Academy, record a memorandum of termination, within thirty (30) days of receipt of a written request by the Academy.

Section 2.2 Term. The term of this Agreement (the **“Term”**) shall commence upon the Effective Date and shall continue in full force and effect for twenty five (25) years after, unless

earlier terminated as provided in this Agreement, provided that the Term shall be extended for each day of a Litigation Extension.

### ARTICLE 3 GENERAL RIGHTS AND OBLIGATIONS

#### Section 3.1 Affordable Housing Public Benefit.

3.1.1 Provision of Affordable Housing Public Benefit. The LLC Parties shall provide the “**Affordable Housing Public Benefit**” to the City, which Affordable Housing Public Benefit is defined as the cash payment of \$37,600,000 to the City. The City will use the cash payment solely for affordable housing purposes, with a first priority for uses related to the creation or preservation of single room occupancy (SRO) units in those districts of the Board of Supervisors in which the City alleges the Academy unlawfully converted SRO buildings to student housing including District 3, as the City may determine in its sole discretion. The LLC Parties shall provide the Affordable Housing Public Benefit by the date specified in the Settlement Agreement. This cash payment is in lieu of the LLC Parties providing, at no cost to the City, 160 new and rehabilitated units of affordable housing at 1055 Pine Street and 1069 Pine Street. Also, as part of the Settlement Agreement the LLC Parties will pay a Settlement Payment, a portion of which will be allocated to the City’s Small Sites Program as provided in that agreement.

3.1.2 Escrow Account. As further provided in the Settlement Agreement, if before the date on which the Affordable Housing Public Benefit is due (i) a Third Party Challenge is filed and such litigation is not finally resolved, (ii) a referendum petition is filed protesting the passage of the ordinance approving this Agreement or (iii) the relevant statutes of limitations to file a lawsuit under CEQA challenging such approvals, to file a writ of mandate challenging this Agreement, or to submit a petition protesting the adoption of the ordinance approving this Agreement under the referendum provisions of the City’s Charter, have not expired, the LLC Parties will, on or before the due date, deposit the Affordable Housing Public Benefit into an escrow account with a bank selected by the City from among the banks that the City regularly does business with. Monies in the account will be invested and reinvested in an interest-bearing account or certificate of deposit as designated by the City. All interest will accrue and be deposited in the account and any gain or loss will be borne by the account. The principal including any interest or other gains ultimately will be payable out of escrow to (1) the City once there is a final court judgment dismissing any Third-Party Challenge or upholding the validity of this Agreement or other Approvals, and the Enacting Ordinance becomes effective (including, without limitation, any failure of a referendum petition to qualify for the ballot or the adoption by the voters of an ordinance approving this Agreement following a qualifying referendum petition), in which event the City may expend those sums for purposes provided under this Agreement; or (2) the LLC Parties in the event there is a final court judgment that upholds the Third-Party Challenge and invalidates this Agreement or other Approvals or the Enacting Ordinance approving the this Agreement does not become effective (including, without limitation, any repeal of the Enacting Ordinance by the Board of Supervisors or failure of the voters to approve an ordinance approving this Agreement following submittal of a referendum petition that qualifies for the ballot. The LLC Parties will pay all escrow fees. The LLC Parties and the City shall agree on appropriate escrow instructions to the bank as provided in the Settlement Agreement consistent with this Section 3.1.

## Section 3.2 Use and Operation of the Academy Properties.

### 3.2.1 Approvals

(a) Approval of Certain Existing Uses. As of the Effective Date, and as a condition precedent to this Agreement and the Parties' obligations under this Agreement, the Project has been approved by Historic Preservation Commission (Historic Preservation Commission Resolutions \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_), the Planning Commission (Planning Commission Motion \_\_\_\_\_ on \_\_\_\_\_), and the Board of Supervisors (Ordinance No. \_\_\_\_\_ on \_\_\_\_\_), all of which are part of the Approvals. As further discussed in Article 5, certain Later Approvals (including building permits) are required to commence construction of the Project, the processing and approval of which are subject to the provisions of this Agreement. Planning Commission Motion \_\_\_\_\_ is the approval of a conditional use authorization for all proposed uses required for the Project (the "**Master CU**"). Board of Supervisors Ordinance No. \_\_\_\_\_ includes the approval of all Planning and Administrative Code waivers, exceptions and consistency findings and Planning Code amendments required for the Project (the "**Planning Code Exemption Ordinance**"). If Later Approvals are required to commence construction of the Project or authorize the changes in use to the Project as contemplated by this Agreement (such as the approval of a building permit to effectuate a change of use), the Academy shall discontinue all uses not authorized or contemplated by such Later Approval within ninety (90) days of issuance of each such Later Approval. The Academy shall discontinue the use of any Non-Academy Properties by the date shown on the Schedule of Performance.

(b) Scope of Approvals. The City agrees that all elements shown on the architectural plan sets submitted by the Academy to the City in conjunction with the Approvals and Later Approvals, are deemed approved and legally existing under the Municipal Code, provided, however, all such elements shall be subject to any newly adopted provision of the Municipal Code (subject to Section 5.2 below). For avoidance of doubt, elements shown on the architectural plan sets may include, but not be limited to, narrative descriptions, visual architectural drawing elements, and those found in pictorial depictions. For further avoidance of doubt, such elements may include, but not be limited to, signs, awnings, security gates, appendages, murals, doors, fenestration, building paint, security cameras, conduits, and the methods of attachment of the same.

### (c) Prohibition on Academy Submittals Not Contemplated by the Project.

1. Neither the Stephens Institute, nor the LLC Parties, shall submit change of use or building permit applications for any of the Academy Properties not contemplated by the Project or Approvals, or deemed reasonably necessary or advisable by the City, to effectuate the Project, for one (1) year after the Effective Date, provided, however, the Academy may submit such applications for any of the Academy Properties solely for (i) the repair, maintenance, correction of a public nuisance, (ii) compliance with any legislation or requirement that protects persons or property from conditions creating a health, safety or physical risk, or (iii) compliance with a governmental directive, and in any such instance the Academy's submittal and processing of such land use entitlements shall not be subject to the prohibition in this section and this

Agreement does not otherwise prohibit or affect the Academy's rights to seek approval of such land use entitlements. The City understands and acknowledges that the Academy may seek future land use entitlements for the use of 701 Chestnut Street by the Stephens Institute for post-secondary institutional or other uses, which shall not be subject to the prohibition in this section and this Agreement does not otherwise prohibit or affect the Academy's rights to seek approval of such land use entitlements outside of this Agreement. Regardless of timing of any submittal for approval of 701 Chestnut Street, the Academy must comply with all applicable City codes, including without limitation the "Institutional Master Plan" requirements of Planning Code section 304.1. The Academy shall not occupy or use 701 Chestnut Street for the Stephens Institute's purposes until it has obtained all required permits and approvals required for such use.

2. Neither the Stephens Institute, nor the LLC Parties, shall submit any application to any City Agency for new or different signage, or changes in copy on existing signage, on any of the Academy Properties not contemplated by the Approvals, or as reasonably determined by the City reasonably necessary or advisable to effectuate the Project, until twenty-four (24) months after the completion of all work contemplated in the Schedule of Performance. However, the Academy may submit applications required for repair, maintenance, or to comply with a governmental directive, in relation to any existing signage or signage that is allowed by the Approvals.

3.2.2 Withdrawal of Certain Applications. In accordance with the Schedule of Performance, the Academy will irrevocably withdraw the building permits and conditional use applications listed in Schedule 2 attached to this Agreement.

3.2.3 Transition of Certain Existing Uses to Alternate Locations. In accordance with the Schedule of Performance, the Stephens Institute and/or the LLC Parties will implement the transition or conversion of: (a) the tourist hotel at 2550 Van Ness Avenue, known as the Da Vinci Villa Hotel, to 136 bedrooms (and approximately 306 beds) of Group Housing (with Student Housing use characteristics), including replacement housing for students vacated from the existing building at 1055 Pine Street, conditioned on the complete prior vacation of 1055 Pine Street as student housing before students may occupy 2550 Van Ness; (b) the conversion of 1142 Van Ness Avenue to post-secondary educational institutional use; and (c) the conversion of 1946 Van Ness Avenue to post-secondary educational institutional use.

(a) Da Vinci Villa Hotel. The City agrees that upon (i) the payment by the LLC Parties of the first installment of the Settlement Payment and (ii) the execution of the settlement documents (i.e., Settlement Agreement, Consent Judgment, Injunction, and the Guaranty) and (iii) delivery of a declaration, under oath, executed by the President of the Stephens Institute that the Stephens Institute and applicable LLC Party has vacated the property commonly known as 1055 Pine Street, then the City shall approve, within one (1) week of the Mayor's signature to the Enacting Ordinance, a complete and properly submitted building permit ("**Da Vinci Permit**"), approving a change of use of the property commonly known as 2550 Van Ness Avenue from Tourist Hotel with Ground Floor Restaurant to Group Housing (with Student Housing use characteristics) with Ground Floor Restaurant. Such approval shall be issued in time to, and permit the Academy the right to occupy, 2550 Van Ness for use as Group Housing (with Student Housing use characteristics) and Ground Floor Restaurant by January 14, 2020. All work necessary for

DBI to close out the De Vinci Permit shall be completed by the Stephens Institute, or applicable LLC Party, within one (1) year from the issuance of the permit.

#### 3.2.4 Student Housing Metering.

(a) The Stephens Institute covenants and agrees to meet all future housing needs for its students, not otherwise entitled under this Agreement or the Approvals, through new construction on property that is zoned for such use, or conversion of existing non-residential, non-PDR structures to student housing use, as further provided below. The Stephens Institute agrees that it will undertake any such new construction or conversion only in accordance with then applicable Laws and after first obtaining required permits or approvals.

(b) The Stephens Institute covenants and agrees to not promise new students more housing units than the number of lawful units that are at its disposal. Further, the Stephens Institute covenants and agrees to not temporarily house its students in non-Stephens Institute facilities, including temporarily housing students in hotels, group housing or other dwelling units. Notwithstanding the foregoing, the Stephens Institute may, upon 30 days prior written notice to the City, occasionally and temporarily house students in hotels for fewer than thirty (30) consecutive days, provided, however, the Academy may give written notice as soon as possible in emergency situations such as fire, earthquake, extreme student distress, or other act of god, terrorism, or similar calamity entirely outside the control of the Academy. For the purposes of this Section 3.2.4(b), the over subscription of the Academy's available student housing stock by students of the Stephens Institute shall not constitute an emergency. Other than such temporary housing, the Stephens Institute will provide housing to students only in properties that have been approved in advance by the City for student housing use and all other applicable governmental regulatory authorities for student housing use.

(c) As of December 2016, the Stephens Institute provided housing in San Francisco for about 28% of all of its on-site, full-time undergraduate and graduate students taking no more than one course online per semester ("**On Campus Students**"). The Stephens Institute defines "full-time" as undergraduate students who take 12 or more credits per semester, and graduate students who take nine or more credits per semester. The Stephens Institute shall increase the percentage of housing it provides to On Campus Students as follows, subject to the process described below for deferring these otherwise required increases if occupancy rates do not support them:

1. By July 1, 2019, the Stephens Institute will house in San Francisco at least 32% of its On Campus Students; and

2. By July 1, 2022, the Stephens Institute will house in San Francisco at least 36% of its On Campus Students.

3. By July 1, 2023, the Stephens Institute will house in San Francisco at least 38% of its On Campus Students. After July 1, 2023, the Stephens Institute will use good faith efforts to have beds available in San Francisco for at least 45% of its On Campus Students, provided that the enforcement mechanisms described in this Section 3.2.4 will not apply to the 45% goal.

(d) Within fifteen (15) calendar days of each July 1<sup>st</sup>, the Stephens Institute must submit to the City's Planning Director an annual report of campus housing occupancy rates, on a form mutually agreed to by the Planning Director and the Stephens Institute. The report must specify the combined occupancy rate for On Campus Students for housing units made available to them among all of the Stephens Institute's campus housing buildings in San Francisco (the "**Combined Occupancy Rate**") for the immediately prior two academic years. The Combined Occupancy Rate will exclude housing units used for or made available to Stephens Institute faculty, staff or part-time students. The annual report shall include a description of how the Stephens Institute plans to meet the next applicable benchmark. Upon request by the Planning Director, the Stephens Institute must provide any additional information to verify the reported Combined Occupancy Rate. If in any year before any benchmark increase in housing as designated above is scheduled to occur, the verified Combined Occupancy Rate falls below an average of 90% for those two prior academic years, then the Stephens Institute may defer that benchmark increase in housing (and any later benchmark increase), for one year, subject again to the same annual process, on a continuing basis. That is, in any particular year the Stephens Institute will not have to satisfy its next housing benchmark unless the verified Combined Occupancy Rate for the reporting period of the immediately prior two academic years is an average of 90% or more. After a housing benchmark has been satisfied, if the verified Combined Occupancy Rate falls below 90% in the subsequent academic semester, the benchmark previously reached will again be deferred such that the Stephens Institute will not be required to maintain surplus housing units for which there is no longer demand. But under no circumstances will any deferral in a benchmark allow the Stephens Institute to reduce its housing below its current percentage of 28%. In no event may more than one-half of any additional housing for On Campus Students provided to meet these benchmarks be located in converted tourist hotels, provided that the Stephens Institute may satisfy the first benchmark through the conversion of one or more tourist hotels as contemplated in the Approvals.

(e) The City will provide the Stephens Institute with written notice of any non-compliance with the requirements described in subparagraph 3.2.4 (d) above within sixty (60) days of the City's discovery of the alleged violation. The Stephens Institute and the City will then meet and confer for up to thirty (30) days and attempt to resolve in good faith any disagreement about whether the Stephens Institute is in compliance and attempt to develop a mutually acceptable plan to cure any non-compliance. The Stephens Institute will cure any event of non-compliance within ninety (90) days from the end of the meet and confer period by doing one or more of the following: (a) acquiring the right to use units to house On Campus Students in an existing student housing building; (b) filing one or more applications with the City for the required permits and approvals to acquire or convert an existing building for campus housing and making that housing available within a reasonable period as approved by the Planning Director but no longer than 18 months, subject to unavoidable delays outside of the Stephens Institute's reasonable control; (c) filing one or more applications with the City for the required permits and approvals to build a campus housing project, and completing the project within a reasonable period as approved by the Planning Director but no longer than five years, subject to unavoidable delays outside of the Stephens Institute's reasonable control; or (d) limiting the number of incoming On Campus Students in the subsequent two academic semesters, and providing the City with a report of the Combined Occupancy Rate that shows occupancy of no more than 90% for both of those two semesters.

(f) The Stephens Institute provides housing in San Francisco only to On Campus Students who are full time (as described in subparagraph 3.2.4 (e) above), not part time, and the Stephens Institute does not anticipate changing its policy or practice to provide housing to part time students. If the Stephens Institute either changes its policy or practice to provide housing to part time students, or redefines full time students to encompass a significantly broader class of students (e.g., by lowering the minimum required credits per semester or allowing them to take more than one course on-line), then the Stephens Institute must give written notice of any such changes to the City in the next annual report of campus housing occupancy rates, and the Stephens Institute and the City shall mutually agree to make appropriate readjustments to the metering benchmarks and percentages set forth in subparagraph 3.2.4 (d) above. But the Stephens Institute may, upon written notice to the Planning Director, fill any unoccupied housing units designated for full time students, with part time students, on a temporary, semester-by-semester basis. The Stephens Institute will describe any such temporary use for part time students in its annual reports to the City's Planning Director.

3.2.5 Transportation. As required by the FEIR (Mitigation Measure C-M-TR-2.1a-AAU Fair Share Contribution to Cumulative Transit Impact), the LLC Parties must pay to the City a fair share contribution (a "**Fair Share Fee**") to mitigate the cumulative transit demand in transit ridership on the Kearny/Stockton and Geary corridors due to the Stephens Institute's growth. The Fair Share Fee is as shown on the attached Impact Fees and Exactions Schedule, which amount will become due in accordance with the Schedule of Performance. The City will deposit all payments of the Fair Share Fee into its Transportation Sustainability Fund and use the proceeds to maintain and expand the City's transportation system, including funding for projects that help reduce crowding on buses and trains and create safer streets, all consistent with the uses required of the monies in that fund.

### 3.2.6 Future Expansion.

(a) Institutional Master Plan. The Stephens Institute prepared its Institutional Master Plan in 2011 and updated it in 2013 and 2015. On July 5, 2019, the Stephens Institute prepared and filed a new Institutional Master Plan ("**IMP**") consistent with this Agreement and Planning Code section 304.5, and the Planning Commission accepted the 2019 IMP on July 25, 2019. The Stephens Institute covenants and agrees to at all times maintain an IMP accepted by the City, as required by Planning Code section 304.5, including required updates. The Stephens Institute must further update its IMP within 90 days of acquiring or leasing new property within San Francisco (i) where the Stephens Institute plans to use such property to construct new facilities that were not previously discussed in the IMP, (ii) when the Stephens Institute plans to demolish existing facilities within San Francisco that were not discussed in the Stephens Institute's most recent IMP or update, or (iii) where use of a facility will increase the Stephens Institute's size by 10,000 square feet or 25% of the Stephens Institute's total square footage (whichever is less), or result in significant changes in use of existing Stephens Institute facilities within San Francisco that were not discussed in the IMP. The Stephens Institute and the City will work together on an appropriate form for future IMP updates. The City will timely review any IMP or IMP update filed by the Stephens Institute in accordance with the requirements of the Planning Code.

(b) Future Projects; Compliance with All Then Applicable Laws. The following provisions apply to future construction, alterations and changes in use to all properties that the Academy may own, control, operate or use in San Francisco not contemplated by the Project or the Approvals, or necessary or advisable to effectuate the Project (collectively, “**Future Projects**”).

1. The Academy will ensure that all Future Projects will timely comply with all Laws, including, but not limited to, the City’s Planning and Building Codes.

2. The Academy will not occupy or use any property in San Francisco without first obtaining all required permits and approvals from the City and any other regulatory authority with jurisdiction, after completion of any required environmental review under CEQA. The Academy and the City will cooperate with each other in good faith in timely preparing any additional such environmental review that may be required under CEQA.

(c) No Conversion of Existing Housing. The Academy will not convert for any purpose any structure in San Francisco that is used or occupied as housing as of December 16, 2016, or for which the last legal use was residential. The Academy must notify in writing and consult with the Planning Director at least thirty (30) days before it intends to submit an application for any Future Project. The Planning Department will timely respond to requests by the Academy or an Affiliate for information about the required City land use permits, process and fees, consistent with its general practices in responding to information requests from other developers, which may include the provision of a Zoning Administrator’s determination letter within a reasonable period after the Academy or an Affiliate makes a request, so long as the Academy provides sufficient information to allow for such a determination. The 30-day requirement for the Academy and any Affiliate will not apply to building permits required to address imminent threats to public health, safety or the environment, provided that the Academy and/or Affiliate will notify the Planning Department as soon as practicable of any such emergency needs.

Section 3.3 Enforcement. All of the Academy’s obligations described in this Article 3 will be subject to enforcement by the City through the Consent Judgment, including the Injunction.

## ARTICLE 4

### **PUBLIC BENEFITS; STEPHENS INSTITUTE/LLC PARTIES OBLIGATIONS AND CONDITIONS TO STEPHENS INSTITUTE/LLC PARTIES PERFORMANCE**

Section 4.1 Public Benefits. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits (the “**Public Benefits**”) to the City beyond those achievable through existing Laws, including, but not limited to the Affordable Housing Public Benefit as further described Section 3.1 and the Schedule of Performance and as otherwise described in Recital G. The Academy must complete each of the Public Benefits for which each Party is responsible as provided in this Agreement in accordance with the Schedule of Performance.

Section 4.2 No Additional CEQA Review and General Plan Consistency. The Parties acknowledge that the FEIR and Addendum prepared for the Project comply with CEQA. The Parties further acknowledge that (a) the FEIR and Addendum contain a thorough analysis of the



Project and possible alternatives, (b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project, and (c) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Approvals, under CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. Accordingly, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project described under this Agreement. The City shall rely on the FEIR, and Addendum to the greatest extent possible in accordance with applicable Laws, in all future discretionary actions required for the approval of the Project; provided, however, that nothing shall prevent or limit the discretion of the City to conduct additional environmental review to the extent that such additional environmental review is required by applicable Laws, including CEQA.

**Section 4.3 Compliance with CEQA Mitigation Measures.** The Academy shall comply with all Mitigation Measures imposed as applicable to the Project, as set forth in Exhibit C to this Agreement. Without limiting the foregoing, the Academy shall be responsible for compliance with all Mitigation Measures identified in the MMRP as the responsibility of the “project sponsor”. Nothing in this Agreement limits the ability of the City to impose conditions on any new, discretionary permit resulting from Material Changes as such conditions are determined by the City to be necessary to mitigate adverse environmental impacts identified through the CEQA process and associated with the Material Changes or otherwise to address significant environmental impacts as defined by CEQA created by an approval or permit; provided, however, any such conditions must be in accordance with applicable Law.

**Section 4.4 Nondiscrimination.** In the performance of this Agreement, the Academy agrees not to discriminate against any employee, City employee working with the Academy’s contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations, 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.

**Section 4.5 City Cost Recovery.**

4.5.1 The LLC Parties shall timely pay to the City all applicable Impact Fees and Exactions in accordance with the schedule in the Settlement Agreement and this Agreement.

4.5.2 The Academy shall timely pay to the City all Processing Fees applicable to the processing and issuing any of Approvals.

4.5.3 The LLC Parties shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, defending the Approvals, and in administering this Agreement (except for the costs that are covered by Processing Fees), within sixty (60) days following receipt of a written invoice complying with Section 4.5.4 from the City.

4.5.4 The Planning Department shall provide the Academy on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing costs incurred by the Planning Department, the City Agencies and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief non-confidential description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by Planning Department but the cover invoice forwarded to the Academy will not include a description of the work). The Planning Department will use reasonable efforts to provide an accounting of time and costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if the Planning Department is unable to provide an accounting from one or more of such parties the Planning Department may send an invoice to the Academy that does not include the charges of such party or parties without losing any right to include such charges in a future or supplemental invoice. The Academy's respective obligations to pay the City Costs as provided in this Section 4.5 shall survive the termination of this Agreement. The Academy shall have no obligation to reimburse the City for any City Cost that is not invoiced to the Academy within 18 months from the date the City Cost was incurred. The City will maintain records, in reasonable detail, with respect to any City Costs and upon written request of the Academy, and to the extent not confidential, shall make such records available for inspection by the Academy.

4.5.5 If the Academy in good faith disputes any portion of an invoice, then within sixty (60) days following receipt of the invoice the Academy, as applicable, shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. The Academy shall have no right to withhold the disputed amount. If any dispute is not resolved within ninety (90) days following the Academy's notice to the City of the dispute, the Academy may pursue all remedies at law or in equity to recover the disputed amount.

Section 4.6 Prevailing Wages and Working Conditions. The Academy agrees that all Persons performing labor in the construction of any public improvements as defined in the Administrative Code, or otherwise as required by California law, on any site connected to the Project or portion of the Project shall be paid not less than the highest prevailing rate of wages for the labor so performed consistent with the requirements of Section 6.22(E) of the Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California, and the Academy shall include this requirement in any construction contract entered into by the Academy for any such public improvements. The Office of Labor Standards Enforcement of the City and County of San Francisco ("**OLSE**") shall enforce the requirements of this Section 4.6 and the Academy and its contractors will provide to OLSE any workforce payroll records as needed to confirm compliance with this section. The Academy shall also comply with any applicable first source hiring requirements under the Municipal Code.

Section 4.7 Indemnification. The LLC Parties shall Indemnify the City and its officers, agents and employees (collectively, the "**City Parties**") from and against any and all loss, cost, damage, injury, liability, and claims (collectively, "**Losses**") arising or resulting directly or indirectly from any third party claim against any City Party arising from (i) a Default by the Academy under this

Agreement, (ii) the Academy's failure to comply with the conditions of any Approval or Non-City Approval, (iii) the failure of any improvements constructed under this Agreement to comply with any local, Federal or State Law, (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on such portion of the Academy Properties in connection with the construction by the Academy or its agents or contractors of any improvements under this Agreement, (v) a Third-Party Challenge, (vi) any dispute between the Academy, on the one hand, and their contractors or subcontractors, on the other hand, relating to the construction of any part of the Project, and (vii) any dispute between or among the Academy relating to any assignment of this Agreement or the obligations that run with the portion of the transferred portion of the Project, including any dispute relating to which such Person is responsible for performing certain obligations under this Agreement, in any case except to the extent that any of the foregoing Indemnification obligations is void or otherwise unenforceable under Law or is caused, contributed to or exacerbated by the negligence or willful misconduct of any of the City Parties, breach of this Agreement by the City or breach of any agreement in connection with this Agreement by any of the City Parties.

## **ARTICLE 5**

### **LIMITED TEMPORARY VESTING AND CITY OBLIGATIONS**

Section 5.1 Construction of the Project. This Agreement implements a mutually agreed approach by the Parties to bringing the Academy Properties into compliance with the Planning Code and that furthers sound urban planning principles. The Academy agrees to use and improve the Project in accordance with the Approvals, including the conditions of approval and the mitigation measures for the Project as adopted by the City, except to the extent that the Academy sells an Academy Property as permitted in this Agreement, or the City disapproves, waives, or disallows implementation of specific aspects of the Approvals or the Later Approvals (such as the installation of bike racks on sidewalks or the modification of curb cuts), in which case the Academy shall have no obligation to improve such portion of the Project. The Academy is obligated to comply with the terms and conditions of the Approvals and this Agreement at those times specified in the Approvals and this Agreement (including the Schedule of Performance).

The "performance period" for each Approval or Later Approval will be the period of time described on the Schedule of Performance, as long as the Academy has timely submitted a complete application to the City for approval. If the City disapproves or waives its implementation of a Later Approval, and such disapproval, or waiver prevents or makes infeasible the Academy's performance of a separate Approval or Later Approval, then the performance period for such separate Approval or Later Approval will be tolled on a day for day basis until such time that the Academy and the City has mutually agreed upon an alternate method of performance of the disapproved or waived Approval or Later Approval.

Section 5.2 Law Applicable to Future Projects. The Academy will ensure that all future construction, alterations and changes in use to all properties it may own, control, operate or use will timely comply with all then applicable Laws. This Agreement will not freeze any generally applicable City code requirements, fees or exactions that may apply to the Project, except as described in this section, or to any other future land uses by the Stephens Institute or the LLC Parties for the Stephens Institute's use, including, without limitation, the Stephens Institute's future expansion or operation, and requirements to provide for student housing or to prepare or update

an IMP. Beginning with the submittal of the building permit applications necessary to effectuate the Approvals (provided such building permits applications are submitted within 60 days after the Effective Date) and extending to the completion of the work as described in, and on the timeline provided in, the Schedule of Performance, the Project shall not be subject to any legislation that the City adopts that either (1) imposes new development impact fees or exactions for the Project that are not identified in this Agreement, (2) prevents or conflicts with the land use designations, permitted or conditionally permitted uses proposed by the Approvals, or (3) otherwise frustrates the implementation of the Approvals or the Later Approvals; provided, however, the Project is subject to any voter referendum that specifically overturns any of the Approvals or to the City's adoption of any amendments to the San Francisco Building Code, Fire Code or Housing Code that are of General Application (as defined below) or other legislation that protects persons or property from conditions creating a health, safety or physical risk (collectively, the **"Public Health and Safety Exception"**).

For purposes of this section, legislation of **"General Application"** means a City ordinance that affects substantially all privately-owned property within the territorial limits of the City or any designated use classification or use district of the City, so long as any such ordinance affects more than an insubstantial amount of private property other than the property that is subject to the Approvals. Also, for avoidance of doubt, the authority reserved to the City under the Public Health and Safety Exception is more limited than the City's police power authority under state and federal law to regulate land uses, and is limited solely to addressing a specific and identifiable issue in each case required to address an actual and clear physical danger to the public and applies on a citywide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner.

**Section 5.3 Fees and Exactions.** During the Term, the Academy shall pay all applicable Impact Fees and Exactions as described in the Settlement Agreement. All such Impact Fees and Exactions shall be calculated at the time payable in accordance with the City requirements on that date in the fee amount payable, as well as new types of Impact Fees and Exactions after the Effective Date to the extent permitted by Section 5.2 of this Agreement. The Planning Department has provided the Academy with its estimate of the applicable development impact fees for the Project, as shown in Schedule 1, and the Academy has agreed with the estimate of those fees. The Parties acknowledge and agree that all such fees shall be adjusted by the City by index as determined by the City.

**5.3.1 Processing Fees.** The Academy shall pay all required City Processing Fees (including time and materials) when due (at the time of permit application or issuance, as applicable), and at the rates then in effect, including, but not limited to, Planning Department and DBI fees associated with the Project. The amount of the City Processing Fees for the Master CU, Master Permit to Alter and Master Certificate of Appropriateness (collectively **"Master Approvals"**) shall be based solely on time and materials, and no separate application fee shall be assessed for Master Approvals. Where building permit fees are calculated, based on construction costs, those fees will be calculated based on the value of those portions of the Project requiring new expenditures by the Academy, and such calculations shall exclude the value of unpermitted work previously performed at Academy Properties that are set for legalization and which does not require further construction, repair or demolition by the Academy.

Section 5.4 Chapter 41 Replacements. Notwithstanding any provision of Administrative Code Chapter 41 to the contrary, as consistent with the Ordinance approving this Agreement, the 30 of “Residential Hotel Units” located at the properties commonly known as 1080 Bush Street and 1153 Bush Street shall be converted to Group Housing, as defined in the Planning Code, and Administrative Code Chapter 41 shall no longer apply to such units. As replacements for such converted units, thirty-nine (39) Tourist Hotel Units at the property commonly known as 860 Sutter Street will be converted to Residential Hotel Units by the date set forth in the Schedule of Performance, and Chapter 41 shall apply to those converted units. The Academy agrees to record in the City’s Official Records, a Notice of Special Restrictions reflecting the conversion of the thirty-nine (39) units at 860 Sutter Street to Residential Hotel Units, in the form of Exhibit G against title to that property.

Section 5.5 Federal or State Laws.

5.5.1 City’s Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the Public Health and Safety Exception or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the “**Federal or State Law Exception**”).

5.5.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended or interpreted after the Reference Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect the Academy, or the City’s rights, benefits, or obligations under this Agreement, then such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law.

5.5.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment or addition to the Development Agreement Statute that would affect the interpretation or enforceability of this Agreement, increase the obligations or diminish the rights of the Academy under this Agreement or increase the obligations of or diminish the benefits to the City under this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by Law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected.

5.5.4 Effect on Agreement. If any of the modifications, amendments or additions described in this Section 5.5 would materially and adversely affect the construction, development, use, operation, or occupancy of the Project or its cost, or any material portion, such that the Project, or the applicable portion thereof (a “**Law Adverse to Academy**”), then Academy shall notify the City and propose amendments or solutions that would maintain the benefit of this Agreement for both Parties. Upon receipt of a notice under this Section 5.5.4, the Parties agree to meet and confer in good faith for a period of not less than sixty (60) days, unless resolution is sooner reached, in an attempt to resolve the issue. If the Parties cannot resolve the issue in sixty (60) days or such longer period as may be agreed to by the Parties, then the Parties shall attempt to resolve their

dispute before Judge Harold E. Kahn of the Court, or if he is not available another mutually acceptable Judge of the Court or a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then either Party shall have the right to seek available remedies at law or in equity to maintain the benefit of this Agreement or alternatively to seek termination of this Agreement if the benefit of this Agreement cannot be maintained in light of the Law Adverse to Academy.

Section 5.6 No Action to Impede Approvals. Except and only as required under Section 5.5, the City shall take no action under this Agreement nor impose any condition on the Project that could conflict with the terms and conditions of any of the Approvals. An action taken or condition imposed shall be deemed to be in conflict with the terms and conditions of any of the Approvals as set forth in Section 5.5.1.

Section 5.7 Estoppel Certificates. The Academy may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to the Academy, a potential Transferee, a Mortgagee and/or a potential Mortgagee: (i) that this Agreement is in full force and effect and a binding obligation of the Parties; (ii) that this Agreement has not been amended or modified, or if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) that, to the best of the Planning Director's knowledge after due inquiry, the Academy is not in breach of its obligations under this Agreement, or describing the nature and amount of any such breach; and (iv) the findings of the City as to the most recent annual review performed under Section 7.1. The Planning Director, acting on behalf of the City, shall execute and return such certificate within ten (10) Business Days following receipt of the request. At such Person's request, the City shall provide an estoppel certificate in recordable form, which such Person may record in the Official Records at its own expense.

Section 5.8 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided no tax or assessment shall be targeted or directed at the Project, including any tax or assessment targeted or directed solely at all or any part of the Academy Properties. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Academy Properties, or any portion of the Academy Properties, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

## **ARTICLE 6**

### **MUTUAL OBLIGATIONS**

Section 6.1. General Cooperation; Agreement to Cooperate. The Parties agree to cooperate with one another and use diligent efforts to expeditiously implement the Project in accordance with the Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement and the Approvals are implemented and as authorized to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the objectives of this Agreement and the Approvals. Except for ordinary administrative costs of the City, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that the Academy reimburses through the payment of Processing

Fees. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for the Project.

Section 6.2. Notice of Completion, Revocation or Termination. Within thirty (30) days after any termination of this Agreement in accordance with its terms, the Parties agree to execute a written statement acknowledging such revocation or termination, signed by the appropriate agents of the Parties, and record such instrument in the Official Records.

Section 6.3 Schedule of Performance. The Parties shall comply with all of their respective obligations set forth in the Schedule of Performance. The Parties acknowledges that failure to perform any obligation on the date due under the Schedule of Performance (and recognizing that every due date in the Schedule of Performance is one for which time is of the essence, but each such date is subject to Schedule of Performance's extension provisions) may result in the either Party declaring an Event of Default.

Section 6.4 Joint Defense. The Parties agree that they have a common interest with respect to environmental review under CEQA and other analysis of the Project and development of the Project as contemplated by this Agreement, including in responding to and defending against any Third-Party Challenges that are filed or reasonably anticipated. In furtherance of such interests, the Parties, their respective affiliates and/or their respective counsel may choose to share and exchange confidential and privileged information relevant to any Third-Party Challenges that are filed or reasonably anticipated. The Parties intend that all such information shall be fully protected from disclosure by the attorney-client privilege, and/or any other applicable privilege or Law, and/or by the attorney work product doctrine, and that such information shall remain as fully protected by the attorney-client privilege, any other applicable privilege or Law, and the work product doctrine as though the sharing and exchange had not occurred. The Parties intend that the sharing and exchange of such information, as between and among themselves and their respective affiliates, does not constitute a waiver of any privilege or other protection and shall be protected under the joint defense and common interest doctrine. Such information so shared or exchanged shall therefore remain secret and protected from disclosure to third parties to the maximum extent permitted by Law.

Section 6.5 Third-Party Challenges. The Academy shall assist and cooperate with the City at the Academy's own expense in connection with any Third-Party Challenge to this Agreement or any of the Approvals. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge. The LLC Parties shall reimburse the City for its actual costs in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants. Upon request the LLC Parties shall receive monthly invoices for all such costs.

Section 6.6 Agreement to Cooperate in the Event of a Judgment. To the extent that a judgment is entered in a Third-Party Challenge limiting the scope of the Project (or a portion) or an Approved Use, including the City's actions taken under CEQA, the Parties agree to cooperate with each other to expeditiously develop, seek governmental approvals for, and implement a modified Project and any required CEQA review. In the event the Parties do not reach agreement to implement a modified Project and complete any required CEQA review and approval within forty-five (45)

days after a final judgment, the City may elect, by 10 days prior written notice to the Academy, to terminate this Agreement as to the Project (or portion) or Approved Use.

Section 6.7 No Delay Absent Court Order. The filing of any Third-Party Challenge shall not delay or stop the development, use, processing or construction of the Project, including the processing of any Approvals or Later Approvals, unless the third party obtains a court order preventing such development, use, processing, or construction.

Section 6.8 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement and the Approvals in accordance with the terms and conditions of this Agreement (and subject to all Laws) to provide and secure to each Party the full and complete enjoyment of its rights and privileges under this Agreement. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement.

## **ARTICLE 7**

### **PERIODIC REVIEW OF ACADEMY'S COMPLIANCE**

Section 7.1 Annual Review. Under Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code (as of the Effective Date), at the beginning of the second week of each January following final adoption of this Agreement and for so long as this Agreement is in effect (the “**Annual Review Date**”), the Planning Director shall commence a review to ascertain whether the Academy has, in good faith, complied with the Agreement. The failure to commence such review in January shall not waive the Planning Director’s right to do so later in the calendar year. The Planning Director may elect to forego an annual review if no significant construction work in connection with the Project has occurred during that year, or if such review is otherwise not deemed necessary, in which event the Academy shall be deemed to be in compliance with this Agreement for purposes of this review requirement.

Section 7.2. Review Procedure. In conducting the initial and the annual reviews of Academy’s compliance with this Agreement as described in Section 7.1, the Planning Director shall follow the process set forth in this Section 7.2.

7.2.1 Required Information from the Academy. On or before the end of January each year, the Academy shall provide a letter to the Planning Director explaining, with appropriate backup documentation, the Academy’s compliance with this Agreement for the preceding calendar year. The burden of proof, by substantial evidence, of compliance is upon the Academy. The Planning Director shall post a copy of the Academy’s submittals on the Planning Department’s website.

7.2.2 City Report. Within sixty (60) days after the Academy submit such letter, the Planning Director shall review the information submitted by the Academy and all other available evidence regarding the Academy’s compliance with this Agreement and shall consult with applicable City Agencies as appropriate. All such available evidence, including final staff reports, shall, upon receipt by the City, be made available as soon as possible to the Academy. The Planning Director, with a copy to the City Attorney, shall notify the Academy in writing whether the Academy has complied with the terms of this Agreement (the “**City Report**”), and



post the City Report on the Planning Department's website in accordance with the requirements of Chapter 56. If the Planning Director finds the Academy not in compliance with this Agreement, then, without limiting the City's rights under the Consent Judgment and Injunction, the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. The City's failure to initiate or to timely complete the annual review shall not be a Default and shall not be deemed to be a waiver of the right to do so at a later date. All costs incurred by the City under this section shall be included in the City Costs.

Section 7.3. Default. The rights and powers of the City under this Section 7.3 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement or the Consent Judgment or Injunction, on account of a Default by the Academy.

## **ARTICLE 8**

### **ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES**

Section 8.1. Enforcement. As of the Reference Date, the only Parties to this Agreement are the City, the Stephens Institute, and the LLC Parties. Except as expressly set forth in this Agreement (for successors and Transferees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other Person whatsoever.

Section 8.2. Consent Judgment; Injunction. As set forth in the Consent Judgment and the Injunction, the Court has reserved jurisdiction to enforce the provisions of this Agreement.

Section 8.3. Default. The following shall constitute a "Default" under this Agreement: (i) the failure to make any payment under this Agreement or the Settlement Agreement when due and such failure continues for more than ten (10) days following delivery of notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation or covenant of this Agreement when required and such failure continues for more than sixty (60) days following notice of such failure and demand for payment. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within such sixty (60) day period and diligently prosecuted to completion. Any such notice given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which such failure satisfactorily may be cured. If before the end of the applicable cure period the failure that was the subject of such notice has been cured to the reasonable satisfaction of the Party that delivered such notice, such Party shall issue a written acknowledgement to the other Party of the cure of such failure. Notwithstanding any other provision in this Agreement to the contrary, if the LLC Parties convey or transfer some but not all of the Academy Properties to a Party that is not affiliated with the Academy (a "**Non-Affiliate**"), and such conveyance or transfer is permitted under this Agreement, there shall be no cross-default between the Academy on one hand, and the Non-Affiliate. Accordingly, if a Non-Affiliate Defaults, it shall not be a Default by any other Transferee or Party that owns a different portion of the Academy Properties.

8.3.1 Material Breach. “**Material Breach**” means:

(a) The LLC Parties fail to make any payment required under this Agreement or the Settlement Agreement within ten (10) days after the date when due.

(b) Only until such time as the first installment of the Settlement Payment and the full Affordable Housing Payment is paid by the LLC Parties, any lien or other instrument is recorded against all or any part of the Academy Properties, prior to the Effective Date, and is (i) without the City’s prior written consent, (ii) not otherwise permitted by this Agreement, or (iii) not necessary to effectuate the Project, and the said lien is not removed from title or otherwise remedied to the City’s satisfaction within thirty (30) days after the Academy’s receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, the Academy Parties will have sixty (60) days to cure the default, or any longer period of time reasonably deemed necessary by the City, *provided that* the Academy commences to cure the default within the 30-day period and diligently pursues the cure to completion.

(c) The Academy fails to perform or observe any other term, covenant or agreement contained in any this Agreement, including, but not limited to, as set forth in the Schedule of Performance, and the failure continues for thirty (30) days after the Academy’s receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, the Academy will have sixty (60) days to cure the default, or any longer period of time deemed reasonably necessary by the City, *provided that* the Academy commence to cure the default within the 30-day period and diligently pursues the cure to completion.

(d) Any representation or warranty made by the Academy in this Agreement proves to have been incorrect in any material respect when made.

(e) Only until such time as the City receives the first installment of the Settlement Payment and the Affordable Housing Payment in full and the work contemplated in the Schedule of Performance has been completed, the Stephens Institute or the LLC Parties is dissolved or liquidated or merged with or into any other entity; or, if that entity is a corporation, partnership, limited liability company or trust, the Stephens Institute or an LLC Party ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days; or, if an entity is an individual, such individual dies or becomes incapacitated; or all or substantially all of the assets of the Stephens Institute or any LLC Party are sold or otherwise transferred, provided, however, this Section 8.3.1(e) shall not apply to any LLC Party whose sole asset constitutes a single Academy Property that is withdrawn after the Effective Date from use by the Stephens Institute as long as the Academy provides the City with information appropriate for the City to reasonably determine that the remaining LLC Parties have the capacity to satisfy their financial obligations under the Settlement Agreement and this Agreement. The Stephens Institute shall have the right to reorganize as, or into, a non-profit entity, as defined under an applicable state’s business code, if the resultant entity assumes all of the obligations under this Agreement by a written assignment and assumption agreement in form and substance reasonably acceptable to the City.

(f) Unless otherwise expressly permitted by this Agreement, until such time as the first installment of the Settlement Payment and the full Affordable Housing Payment

is paid by the LLC Parties, the Stephens Institute or any LLC Party sells, leases, assigns, encumbers or otherwise transfers all or any portion of its interests in the Academy or of its right, title or interest in the Academy Properties (a “**Transfer**”) without the City’s prior consent. This provision shall not be deemed to prohibit or otherwise restrict the Stephens Institute and the LLC Parties from (i) granting easements, leases, subleases, licenses or permits to facilitate the development, operation and use of the Academy Properties in whole or in part consistent with the Approvals, any Future Approvals and this Agreement, (ii) encumbering the Academy Properties or any portion of the improvements by any Mortgage (provided that the Academy gives the City advance written notice of such Mortgage), or (iii) granting an occupancy leasehold interest in portions of the Academy Properties, and no such action shall constitute a Transfer under this Agreement or require an assignment and assumption agreement or any consent of the City and the transferee, beneficiary or other applicable Person under any such instrument shall not be deemed a successor to Stephens Institute and the LLC Parties or a Transferee.

(g) Without the City’s prior written consent, the Stephens Institute or any LLC Party assigns or attempts to assign any rights or interest under this Agreement, whether voluntarily or involuntarily.

(h) The Stephens Institute or any of the LLC Parties is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or the Stephens Institute or any LLC Party or consents to the appointment of any receiver, trustee or similar official for the Academy or for all or any part of its property (or an appointment is made without its consent and the appointment continues undischarged and unstayed for sixty (60) days); or the Stephens Institute or any LLC Party institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to the Academy or to all or any part of its property or relating to an LLC Party or any part of its property under the laws of any jurisdiction (or a proceeding is instituted without its consent and continues undismissed and unstayed for more than sixty (60) days); or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against any other portion of the Academy Properties and is not released, vacated or fully bonded within sixty (60) days after its issue or levy.

(i) The Academy or any of the Guarantors is in default of its obligations under the Settlement Agreement or the Guaranty as applicable, and the default remains uncured following the expiration of any applicable cure periods.

#### Section 8.4. Remedies.

8.4.1 Specific Performance. Without limiting the remedies available under the Consent Judgment and Injunction, in the event of a Default, the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

8.4.2 Termination. Until the payment of the first installment of Settlement Payment, as provided for in the Settlement Agreement and payment in full of the Affordable Housing Payment, as provided for on the Schedule of Performance, in the event of a Material

Breach, the non-Defaulting Party may elect to terminate this Agreement by sending a notice of termination to the Defaulting Party, which notice of termination shall describe in reasonable detail the Material Breach. Any such termination shall be effective upon the date set forth in the notice of termination, which shall in no event be earlier than sixty (60) days following delivery of the notice.

8.4.3 City Processing/Certificates of Occupancy. The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which the Academy is in material Default.

8.4.4 Receivership. The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Agreement or for any other remedies or actions to correct the Academy's material noncompliance with this Agreement.

8.4.5 Certain Immaterial Violations of the Planning Code. If the City determines that any of the Academy Properties do not comply with the Planning Code, and those violations are not material (as the term "material" is defined in the Injunction), then such violation shall not be a Default under this Agreement, and the City shall, if the City determines to seek a remedy, proceed to seek remedies against the Academy consistent with how it would pursue enforcement against any other private property owner in San Francisco, i.e. not pursuant to this Section 8.4. If the City determines that the Academy has committed a material violation of the Planning Code (as the term "material" is defined in the Injunction) for any Academy Property or Properties or a pattern of violations even if immaterial involving multiple Academy Properties, or if such violation involves any failure by the Academy to materially comply with its obligations in the Approvals for any Academy Property or Non-Academy Property, then the City may proceed to seek a remedy as provided for in this Agreement and in the Consent Judgment and the Injunction.

Section 8.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action, or inaction or cover any other period of time other than any condition, action, or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action, or inaction or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief permitted under this Agreement to prevent irreparable harm.

Section 8.6 Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision in this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "reasonable attorneys' fees and costs" means the reasonable fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air

freight charges, hiring of experts and consultants and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall include all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Section 8.6, the reasonable fees of attorneys of the City Attorney's Office shall be based on the fees regularly charged by the attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's Office services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

## **ARTICLE 9**

### **AMENDMENT; TERMINATION; EXTENSION OF TERM**

Section 9.1 Amendment. This Agreement may only be amended with the mutual written consent of the Parties. Other than upon the expiration of the Term and except as expressly provided in Sections 2.2, and Section 8.4.2, this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City department, with the approval of that City Department), subject to approval as to form by the City Attorney. Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission, the Director of MOHCD and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City department, after consultation with that City department), as well as approval as to form by the City Attorney.

Section 9.2 Termination and Vesting. At the election of the City, any termination of this Agreement shall concurrently effect a termination of the Approvals, except as to any Approval that has vested under Existing Standards or in accordance with this Agreement.

Section 9.3 Amendment Exemptions. No issuance of an Approval or an amendment of an Approval shall by itself require an amendment to this Agreement. Upon issuance of any Approval or upon the making of any such change, such Approval or change shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in such Later Approval). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement, on the one hand, and an Approval, on the other hand, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) to ensure the terms of this Agreement are consistent with such Later Approval. The Planning Department shall have the right to approve on behalf of the City changes and updates to the Project, in each keeping with the Planning Department's customary practices, and any such changes and updates shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change (and, for the avoidance of doubt, are approved by the Academy to the extent required under this Agreement). If the Parties fail to amend this Agreement as set forth above when required (*i.e.*, when there is a Material Change), then the terms of this Agreement shall prevail over any Approval or any amendment to an Approval that conflicts with this Agreement until so amended.

Section 9.4. Litigation and Referendum Extension. If any Third-Party Challenge is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this

Agreement or any Approval (including but not limited to any CEQA determinations), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement (including the milestone dates set forth in the Schedule of Performance) and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a “**Litigation Extension**”). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

Section 9.5. Excusable Delay. An Excusable Delay means the occurrence of an event beyond a Party’s reasonable control that causes such Party’s performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes, or other acts of God; epidemics or quarantine restrictions; litigation; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or communication service provider to issue a permit, authorization, consent or approval required to permit construction within the standard or customary time period for such issuing authority following the Academy’s submittal of a complete application for such permit, authorization, consent or approval, together with any required materials. Excusable Delay shall not include delays resulting from failure to obtain financing or have adequate funds, changes in market conditions, or the rejection of permit, authorization or approval requests based upon the Academy’s failure to satisfy the procedural or substantive requirements for the permit, authorization or approval request. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party’s obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.

## ARTICLE 10

### TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

Section 10.1 Permitted Transfer of this Agreement. Except as expressly provided in Section 10.2, the Academy shall have the right to convey, assign or otherwise Transfer any of its right, title and interest in and to this Agreement to a party (a “**Transferee**”) with the City’s prior written consent, which shall not be unreasonably delayed, conditioned or withheld. For the purposes of this Section 10.1 the City shall respond to any written request by the Academy for the City’s consent to a Transfer within thirty (30) days. If the City fails to respond to such request within thirty (30) days, the City shall be deemed to have approved the Academy’s request.

Section 10.2 Rights of the Academy. After such time the first installment of the Settlement Payment and the full Affordable Housing Payment are paid by the LLC Parties, the Stephens Institute and the LLC Parties shall have the right to convey assign or otherwise Transfer any of its rights, title and interests in the Academy Properties without the City's prior consent, provided that it contemporaneously transfers to the Transferee and Transferee, and the same assumes, all of the obligations under this Agreement under the Schedule of Performance for that property, as evidenced by a written agreement in form and substance reasonably approved by the City. Further, after such time as the first installment of the Settlement Payment and the full Affordable Housing Payment are paid, the Academy shall have the right to convey assign or otherwise Transfer any of its rights, title and interests in an Academy Property, without the City's prior consent, before the completion of the work in the Schedule of Performance, provided that the Academy proves to the City's reasonable satisfaction the LLC Parties remaining after such Transfer maintain enough equity interests in the remaining Academy Properties sufficient to meet their obligations under both the Settlement Agreement and this Agreement. The Academy shall have the right to convey assign or otherwise Transfer any of its rights, title and interests, without restriction including the City's prior consent, in Non-Academy Properties at any time, and in Academy Properties after the LLC Parties both (a) pay the first installment of the Settlement Payment and pay in full the Affordable Housing Payment and (b) all the work contemplated under the Schedule of Performance is completed. Upon the Transfer of an Academy Property as permitted by this Agreement, such Academy Property shall no longer be considered an 'Academy Property' under this Agreement, nor shall such property be subject any provision under this Agreement relating to Academy Properties. The provisions in this Article 10 shall not be deemed to prohibit or otherwise restrict the Stephens Institute and the LLC Parties from (i) granting easements, leases, subleases, licenses or permits to facilitate the development, operation and use of the Academy Properties in whole or in part consistent with the Approvals, any Future Approvals and this Agreement, (ii) encumbering the Academy Properties or any portion of the improvements by any Mortgage, or (iii) granting an occupancy leasehold interest in portions of the Academy Properties, and no such action shall constitute a Transfer under this Agreement or require an Assignment and Assumption Agreement or any consent of the City and the transferee, beneficiary or other applicable Person under any such instrument shall not be deemed a successor to Stephens Institute and the LLC Parties or a Transferee. But until the Affordable Housing Payment and the Settlement are paid in full and all the work is completed under the Schedule of Performance, the Academy will give the City prior written notice of any new or increased Mortgage on any of the Academy Properties.

## **ARTICLE 11**

### **THE ACADEMY'S REPRESENTATIONS AND WARRANTIES**

Section 11.1 Interest of the Stephens Institute; Due Organization and Standing. The Stephens Institute is a California corporation, in good standing under the Laws of the State of California, with the right and authority to enter into this Agreement. The Stephens Institute has all requisite power to own or lease the Academy Properties and authority to conduct its business and to enter into and to carry out and consummate the transactions contemplated by this Agreement.

Section 11.2 Interests of the LLC Parties. Each of the LLC Parties are in good standing under the Laws of the State of California and under laws of the state in which it was formed, with the right and authority to enter into this Agreement. Each LLC Party has all requisite power to own

or lease the Academy Properties and authority to conduct its business and to enter into and to carry out and consummate the transactions contemplated by this Agreement.

Section 11.3 No Inability to Perform; Valid Execution. The Stephens Institute and each of the LLC Parties represents and warrants that it is not a party to any other agreement that would conflict with its obligations under this Agreement and the Stephens Institute and the LLC Parties have no knowledge of any inability to perform its respective obligations under this Agreement. The execution and delivery of this Agreement and the agreements it contemplates by the Stephens Institute and the LLC Parties have been duly and validly authorized by all necessary action. This Agreement is be a legal, valid and binding obligation of the Academy, enforceable against the Stephens Institute and the LLC Parties in accordance with its terms.

Section 11.4 Conflict of Interest. Through its execution of this Agreement, the Stephens Institute and the LLC Parties acknowledge that each of them 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 that constitute a violation of such provisions and agrees that it will promptly notify the City if it becomes aware of any such fact during the Term.

Section 11.5 Notification of Limitations on Contributions. By executing this Agreement, the Academy acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of the Academy's board of directors; the Academy's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in the Academy; any sub-contractor listed in the bid or contract; and any committee that is sponsored or controlled by the Academy. The Academy certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

Section 11.6 Other Documents. No document furnished by the Academy including, without limitation, any LLC Party to the City with its application for this Agreement nor this Agreement contains any untrue statement of material fact or omits a material fact necessary to make the statements contained in that document or the application, or in this Agreement, not misleading under the circumstances under which any such statement shall have been made.



Section 11.7 No Bankruptcy. The Academy represents and warrants to the City that the neither Stephens Institute nor any LLC Party has filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or Laws for composition of indebtedness or for the reorganization of debtors, and no such filing is threatened.

Section 11.8 Due Execution and Delivery. By all necessary action, the Academy has duly authorized and approved the execution and delivery of the Agreement and the performance of its obligations contemplated by this Agreement.

## **ARTICLE 12**

### **MISCELLANEOUS PROVISIONS**

Section 12.1 Entire Agreement. This Agreement, including the Exhibits, and the agreements between the Parties specifically referenced in this Agreement, including referenced provisions of the Settlement Agreement, constitutes the entire agreement between the Parties with respect to the subject matter.

Section 12.2 Incorporation of Exhibits. Except for the Approvals, which are listed solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated in and made a part of this Agreement as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

Section 12.3 Binding Covenants; Run With the Land. Under Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement in the Official Records, all of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement, including Article 12, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns and all Persons acquiring the Academy Properties, any lot, parcel or any portion of the Academy Properties, or any interest in the Academy Properties, whether by sale, operation of Law or in any manner whatsoever, and shall inure to the benefit of the Parties and such heirs, successors, assigns and Persons. Subject to the provisions of this Agreement, including Article 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land under Law, including California Civil Code Section 1468.

Section 12.4 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. Venue for any proceeding related to this Agreement shall be solely in the courts for the State of California located in the City and County of San Francisco. Each Party consents to the jurisdiction of the State or Federal courts located in the City. Each Party expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this Agreement in accordance with the foregoing provisions.

Section 12.5 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 the City, the Stephens Institute, and the LLC Parties. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the

interpretation or enforcement of this Agreement. Therefore, each Party waives the effect of Section 1654 of the California Civil Code, which interprets uncertainties in a contract against the party that drafted the contract. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. Each reference in this Agreement to this Agreement or any of the Approvals shall be deemed to refer to this Agreement or the Approvals as amended from time to time under the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement shall govern and control.

**Section 12.6 Recordation.** Under the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement and any amendment recorded in the Official Records within ten (10) days after the Effective Date or the effective date of such amendment, as applicable, with recording fees (if any) to be borne by the Academy.

**Section 12.7 Obligations Not Dischargeable in Bankruptcy.** Neither the Stephens Institute's obligations nor any LLC Parties obligation under this Agreement are dischargeable in bankruptcy.

**Section 12.8 Survival.** Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, except for any provision that, by its express terms, survives the expiration or termination of this Agreement.

**Section 12.9 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.

**Section 12.10 Notices.** Whenever any notice or any other communication is required or permitted to be given under any provision of this Agreement (as, for example, where a Party is permitted or required to "notify" the other Party, but not including communications made in any meet and confer or similar oral communication contemplated under this Agreement), such notice or other communication shall be in writing and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, (ii) if mailed, three (3) Business Days after the date mailed by certified or registered mail, return receipt requested, with postage prepaid, (iii) if sent with a reputable air or ground courier service, fees prepaid, the date on which such courier represents such notice will be available for delivery, or (iv) if by electronic mail, on the day of sending such electronic mail if sent before 5:00 p.m. California time on a Business Day (and, otherwise, on the next Business Day), in each case to the respective address(es) (or email address(es)) of the Party to whom such notice is to be given as set forth below, or at such other address(es) (or email address(es)) of which such Party shall have given notice to the other Party as provided in this Section 12.10. To be deemed given under this Agreement, any such notice or other communication sent by electronic mail must also be confirmed within two (2) Business Days by delivering such notice or other communication by one of the other means of delivery set forth in this Section 12.10. Legal counsel for a Party may give notice on behalf of such Party. The Parties intend that the requirements of this Section 12.10 cannot be waived or varied by course of conduct. Any reference in this section to the date of receipt, delivery, giving or effective date, as the case may be, of any notice or communication shall refer to the date such communication is deemed to have been given under the terms of this Section 12.10. Rejection or other refusal to accept or the

inability to deliver because of changed address of which no notice was given under this Section 12.10 shall be deemed to constitute receipt of notice or other communication sent.

To the City:

John Rahaim  
Director of Planning  
San Francisco Planning Department  
1650 Mission Street, Suite 400  
San Francisco, California 94102  
Email: john.rahaim@sfgov.org

with a copy to:

Dennis J. Herrera  
City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Chief Deputy City Attorney, Academy of Art Development  
Agreement  
Email: ronald.flynn@sfcityatty.org

and to:

Attn: Chief Assistant City Attorney (Academy)  
email: jesse.smith@sfcityatty.org

and to:

Attn: Deputy City Attorney, Land Use Team (Academy)  
email: kristen.jensen@sfcityatty.org

To the Stephens Institute:

Academy of Art University  
79 New Montgomery Street  
San Francisco, CA 94105  
Attn: Office of the President  
Email: Estephens@Academyart.edu

with a copy to:

J. Abrams Law, P.C.  
One Maritime Plaza  
Suite 1900  
San Francisco, CA 94111  
Attn: Jim Abrams, Esq.  
Email: [jabrams@jabramslaw.com](mailto:jabrams@jabramslaw.com)

To the LLC Parties:

79 New Montgomery Street  
San Francisco, CA 94105  
Attn: Dr. Elisa Stephens  
Email: Estephens@academyart.edu

with a copy to:

J. Abrams Law, P.C.  
One Maritime Plaza  
Suite 1900  
San Francisco, CA 94111  
Attn: Jim Abrams, Esq.  
Email: [jabrams@jabramslaw.com](mailto:jabrams@jabramslaw.com)

Section 12.11 Severability. Except as is otherwise specifically provided for in Section 5.5, 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, except to the extent that enforcement of the remaining provisions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Agreement.

Section 12.12 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City or any City Agency shall be personally liable to or its successors and assigns in the event of any Default by the City or for any obligation under this Agreement, including any amount that may become due to the Stephens Institute or the LLC Parties, or their successors and assigns under this Agreement.

Section 12.13 Time. Time is of the essence with respect to each provision of this Agreement in which time is a factor, including, but not limited, all deadlines in the Schedule of Performance and all dates on which payments are due under this Agreement and the Settlement Agreement. References to time shall be to the local time in the City on the applicable day. References in this Agreement to days, months and quarters shall be to calendar days, months and quarters, respectively, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for giving the notice, replying to the notice, meeting the deadline or undertake the action shall be the next succeeding Business Day, or if such requirement is to give notice before a certain date, then the last day shall be the next succeeding Business Day. Where a date for performance is referred to as a month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

Section 12.14 Approvals and Consents. As used in this Agreement, the words “approve”, “consent” and words of similar import and any variations thereof refer to the prior written consent of the applicable Party or other Person, including the approval of applications by City Agencies.

Whenever any approval or consent is required or permitted to be given by a Party under this Agreement, it shall not be unreasonably withheld, conditioned or delayed unless the approval or consent is explicitly stated in this Agreement to be within the “sole discretion” (or words of similar import) of such Party. The reasons for failing to grant approval or consent, or for giving a conditional approval or consent, shall be stated in reasonable detail in writing. Approval or consent by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval or consent to or of any similar or subsequent acts or requests.

Section 12.15 Project Is a Private Undertaking; No Joint Venture or Partnership. The Project, proposed to be undertaken by the Stephens Institute and the LLC Parties, as applicable, is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of those improvements. The Stephens Institute and the LLC Parties, as applicable, shall exercise full dominion and control over all the Academy Properties, subject only to the limitations and obligations of the Stephens Institute and the LLC Parties contained in this Agreement. 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 Stephens Institute or the LLC Parties. Neither Party is acting as the agent of the other Party in any respect under this Agreement. The Stephens Institute and the LLC Parties are not a state or governmental actor with respect to any activity conducted by the Stephens Institute or the LLC Parties under this Agreement.

Section 12.16 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY:**

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Rahaim  
Director of Planning

Approved on \_\_\_\_\_, 2020  
Board of Supervisors Ordinance No.  
\_\_\_\_\_

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Michelle Sexton  
Deputy City Attorney

**STEPHENS INSTITUTE:**

STEPHENS INSTITUTE,  
a California corporation

By: \_\_\_\_\_  
Dr. Elisa Stephens  
President

[Signatures Continue]

**LLC PARTIES:**

2300 STOCKTON STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1916 OCTAVIA STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1153 BUSH STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2209 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1835 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

[Signatures Continue]

1080 BUSH STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1069 PINE STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1055 PINE STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

60 FEDERAL STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

491 POST STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

[Signatures Continue]



701 CHESTNUT STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

860 SUTTER STREET, LLC,  
a Delaware limited liability company;

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

S/F 466 TOWNSD, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

620 RSSE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2151 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

[Signatures Continue]

2211 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

825 SUTTER STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

601 BRANNAN STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1727 LOMBARD II, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2225 JERROLD AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

[Signatures Continue]

460 TOWNSEND STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

950 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

2801 LEAVENWORTH-CANNERY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

79 NEW MONTGOMERY STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

625 POLK STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

[Signatures Continue]

625 SUTTER STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

740 TAYLOR STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1946 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

1142 VAN NESS AVENUE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

575 HARRISON, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

[Signatures Continue]

1900 JACKSON STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

736 JONES STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

560 POWELL STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

655 SUTTER STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

680/688 SUTTER STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

[Signatures Continue]

2550 VNPOOL, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

700 MONTGOMERY STREET, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

150 HAYES LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dr. Elisa Stephens  
Manager

[Signatures End]

## **Exhibit A**

### **List of the LLC Parties**

1. 601 Brannan Street, LLC, a Delaware limited liability company
2. 60 Federal Street, LLC, a Delaware limited liability company
3. 2801 Leavenworth-Cannery, LLC, a Delaware limited liability company
4. 79 New Montgomery Street, LLC, a Delaware limited liability company
5. 625 Polk Street, LLC, a Delaware limited liability company
6. 491 Post Street, LLC, a Delaware limited liability company
7. 625 Sutter Street, LLC, a Delaware limited liability company
8. 740 Taylor Street, LLC, a Delaware limited liability company
9. S/F 466 Townsd, LLC, a Delaware limited liability company
10. 1835 Van Ness Avenue LLC, a Delaware limited liability company
11. 2151 Van Ness Avenue, LLC, a Delaware limited liability company
12. 1946 Van Ness Avenue, LLC, a Delaware limited liability company
13. 1142 Van Ness Avenue, LLC, a Delaware limited liability company
14. 1080 Bush Street, LLC, a Delaware limited liability company
15. 1153 Bush Street, LLC, a Delaware limited liability company
16. 575 Harrison, LLC, a Delaware limited liability company
17. 1900 Jackson Street, LLC, a Delaware limited liability company
18. 736 Jones Street, LLC, a Delaware limited liability company
19. 1727 Lombard II, LLC, a Delaware limited liability company
20. 1916 Octavia Street, LLC, a Delaware limited liability company
21. 560 Powell Street, LLC, a Delaware limited liability company
22. 620 RSSE, LLC, a Delaware limited liability company
23. 655 Sutter Street, LLC, a Delaware limited liability company
24. 680/688 Sutter Street, LLC, a Delaware limited liability company
25. 825 Sutter Street, LLC, a Delaware limited liability company
26. 860 Sutter Street, LLC, a Delaware limited liability company
27. 2209 Van Ness Avenue, LLC, a Delaware limited liability company
28. 2211 Van Ness Avenue, LLC, a Delaware limited liability company
29. 2550 VNPool, LLC, a Delaware limited liability company
30. 2225 Jerrold Avenue, LLC, a Delaware limited liability company
31. 950 Van Ness Avenue, LLC, a Delaware limited liability company
32. 150 Hayes LLC, a Delaware limited liability company
33. 700 Montgomery Street, LLC, a Delaware limited liability company
34. 1069 Pine Street, LLC, a Delaware limited liability company
35. 701 Chestnut Street, LLC, a Delaware limited liability company
36. 2300 Stockton Street, LLC, a Delaware limited liability company
37. 460 Townsend, LLC, a Delaware limited liability company
38. 1055 Pine Street, LLC, a Delaware limited liability company

## **Exhibit B-1**

### **Legal Descriptions of Academy Properties**

#### **601 Brannan St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Commencing at the point of intersection of the Southeasterly line of Brannan Street and the Southwesterly line of 5th Street; running thence Southwesterly and along said line of Brannan Street 275 feet; thence at a right angle Southeasterly 250 feet to the Northwesterly line of Bluxome Street; thence at a right angle Northeasterly along said line of Bluxome Street 275 feet to the Southwesterly line of 5th Street; thence at a right angle Northwesterly along said line of 5th Street 250 feet to the point of commencement.

Being a part of South Beach Block No. 18

Assessor's Lot 132; Block 3785

#### **410 Bush St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at the point of intersection of the Northerly line of Bush Street with the Westerly line of St. George Alley; running thence Westerly and along said line of Bush Street 48 feet; running thence at a right angle Northerly 275 feet to the Southerly line of Pine Street; running thence at a right angle Easterly and along said line of Pine Street 48 feet to the Westerly line of St. George Alley; running thence Southerly and along said line of St. George Alley 275 feet to the Northerly line of Bush Street and the point of beginning.

Being a portion of 50 Vara Block No. 94

Assessor's Lot 007, Block 0270

#### **58-60 Federal St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

##### **PARCEL I:**

Beginning at a point on the Northwesterly line of Federal Street, distant thereon 275 feet Northeasterly from the Northeasterly line of 2nd Street; running thence Northeasterly along said line of Federal Street, if extended Northeasterly 137 feet 6 inches to a point on the Northwesterly line of Federal Street, distant thereon 412 feet 6 inches Southwesterly from the Southwesterly line of 1st Street; thence at a right angle Southeasterly 115 feet; thence at a right angle Southwesterly 117 feet 6 inches; thence at a right angle Northwesterly 115 feet to the Northwesterly line of Federal Street and the point of beginning.



BEING a portion of 100 Vara Block No. 351.

**PARCEL II:**

Beginning at a point on the Southeasterly line of Federal Street, distant thereon 275 feet Northeasterly from the Northeasterly line of 2nd Street; running thence Southeasterly and parallel with said Northeasterly line of 2nd Street 94 feet; thence running Southwesterly at a right angle 25 feet parallel with the said Southeasterly line of Federal Street to a point 250 feet distant from said Northeasterly line of 2nd Street; thence at a right angle Northwesterly 95 feet to the Southeasterly line of Federal Street; thence at a right angle Northeasterly and along said Southeasterly line of Federal Street to the point of beginning.

Assessor's Lot 074; Block 3774

**2801 Leavenworth St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**PARCEL ONE:**

Beginning at the point of intersection of the Westerly line of Leavenworth Street and the Southerly line of Jefferson Street; running thence Westerly along said line of Jefferson Street 209.666 feet; thence deflecting 90° 04' 30" to the left and running Southerly 141.370 feet; thence Southerly and Southeasterly along a curve to the left tangent to the preceding course which curve has a radius of 301.90 feet; a central angle of 26° 16' 49.43" and an arc distance of 138.475 feet to a point on the Northerly line of Beach Street; thence deflecting 63° 38' 40.57" to the left from the tangent of the preceding curve, at last said point and running Easterly along said line of Beach Street 178.100 feet to the Westerly line of Leavenworth Street; thence Northerly along said line of Leavenworth Street 275.00 feet to the point of beginning.

Being a portion of 50 Vara Block No. 259.

Assessor's Lot 001; Block 0010

**PARCEL TWO:**

The easements, rights and restrictions which benefit the Cannery Owner (as defined in the Declaration [as hereinafter defined]) as contained in Declaration of Covenants, Conditions, Restrictions and Agreements (Parking Lot) recorded January 8, 1973, in Book B716 of Official Records, Page 900, as amended by "Notice of Amendment to Covenants, Conditions, Restrictions and Agreements" dated October 13, 1976, recorded October 18, 1976 in Liber C248, Page 253 of Official Records and Exhibits thereto. (collectively the "Declaration").

**77-79 New Montgomery St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Northwestern line of Mission Street, distant thereon seventy (70) feet Southwesterly from the Southwesterly line of Second Street; running thence Southwesterly and along said line of Mission Street one hundred forty-three (143) feet and ten and one-half (10-1/2) inches to the Northeasterly line of New Montgomery Street; thence Northwesterly and along said line of New Montgomery Street one hundred sixty (160) feet, more or less, to the Southeasterly line of Jessie Street; thence Northeasterly and along said line of Jessie Street one hundred thirty-eight (138) feet, more or less, to a point distant thereon seventy (70) feet Southwesterly from the Southwesterly line of Second Street; thence at a right angle Southeasterly and parallel to the Southwesterly line of Second Street one hundred sixty (160) feet to the point of beginning.

Being a portion of 100 Vara Block No. 354  
Assessor's Lot 014; Block 3707

**180 New Montgomery St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**Parcel 1:**

Commencing at the point of the intersection of the Northwestern line of Howard Street with the Southwesterly line of New Montgomery Street; running thence Northwesterly along the Southwesterly line of New Montgomery Street 160 feet to the Southeasterly line of Natoma Street; thence Southwesterly along the Southeasterly line of Natoma Street 142 feet and 6 inches; thence at a right angle Southeasterly 70 feet; thence at a right angle Northeasterly 15 feet and 4 inches; thence at a right angle Southeasterly 90 feet to the Northwestern line of Howard Street; thence Northeasterly along the Northwestern line of Howard Street 127 feet and 2 inches to the point of commencement.

Being a portion of 100 Vara Block No. 355.  
Lot 22 Block 3722

**Parcel 2:**

Commencing at a point on the Southeasterly line of Natoma Street, distant thereon 142 feet 6 inches Southwesterly from the Southwesterly line of New Montgomery Street; thence at a right angle Southeasterly 70 feet to the true point of commencement; thence at a right angle Southwesterly 9 feet 8 inches; thence at a right angle Southeasterly 90 feet to the Northwestern line of Howard Street; thence Northeasterly along the Northwestern line of Howard Street 25 feet; thence at a right angle Northwesterly 90 feet; thence at a right angle Southwesterly 15 feet 4 inches to the true point of commencement.

Being a portion of 100 Vara Block No. 355.  
Lot 23 Block 3722

**625 Polk St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

BEGINNING at the corner formed by the intersection of the Northerly line of Turk Street with the Westerly line of Polk Street; and running thence Northerly along the Westerly line of Polk Street 137 feet, 6 inches; thence at a right angle Westerly 137 feet, 6 inches; thence at a right angle Southerly 137 feet, 6 inches to the Northerly line of Turk Street; and thence at a right angle Easterly along said line of Turk Street 137 feet, 6 inches to the point of beginning.

BEING a part of Western Addition Block No. 63.

BEING Assessors Lot 002; Block 0742

**491 Post St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at the intersection of the Southerly line of Post Street with the Easterly line of Mason Street; running thence Southerly along the said Easterly line of Mason Street 137 feet, 6 inches; thence at right angles Easterly 110 feet; Thence at right angles Northerly 137 feet, 6 inches to the said Southerly line of Post Street; and Thence Westerly along the said Southerly line of Post Street 110 feet to the said Easterly line of Mason Street and the point of beginning.

Being a portion of 50 Vara Lot No. 970.

Assessor's Lot 009; Block 0307

**540 Powell St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Easterly line of Powell Street, distant thereon 87 feet and 6 inches Southerly from the Southerly line of Bush Street; running thence Southerly along said line of Powell Street 50 feet; thence at a right angle Easterly 137 feet and 8 5/8 inches to a point perpendicularly distant 275 feet and 10 inches Westerly from the Westerly line of Stockton Street; thence at a right angle Northerly and parallel with the Easterly line of Powell Street 23 feet; thence at a right angle Westerly 2 5/8 inches to a point perpendicularly distant 137 feet and 6 inches Easterly from the Easterly line of Powell Street; thence at a right angle Northerly and parallel with the Easterly line of Powell Street 27 feet to the Southerly line of Anson Place; thence at a right angle Westerly along said line of Anson Place 137 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 141.

Lot 009 Block 0285

**625-629 Sutter St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**PARCEL I:**

COMMENCING at a point on the southerly line of Sutter Street, distant thereon 70 feet and 6 inches westerly from the westerly line of Mason Street; running thence westerly along said line of Sutter Street 67 feet; thence at a right angle southerly 127 feet and 6 inches; thence at a right angle easterly 20 feet; thence at a right angle northerly 40 feet; thence at a right angle easterly 47 feet; and thence at a right angle northerly 87 feet and 6 inches to the point of commencement.

**PARCEL II:**

ALSO, as appurtenant to the westerly 20 feet of said premises, an easement of right of way over the following described parcel of land, to-wit:

COMMENCING at a point on the westerly line of Mason Street, distant thereon 127 feet and 6 inches southerly from the southerly line of Sutter Street; running thence southerly along said line of Mason Street 10 feet; thence at a right angle westerly 137 feet and 6 inches; thence at a right angle northerly 10 feet; thence at a right angle easterly 137 feet and 6 inches to the point of commencement, as granted by Edward B. Hindes and Dorothy V. Hindes, his wife to Herman W. Newbauer, by Deed recorded January 2, 1903, in Book 1983 of Deeds, Page 70, at all times to be used as appurtenant to the land conveyed for the purpose of passing to and from between the rear of said lot and said Mason Street, nothing in the Grant contained to be construed as an agreement that said alley-way shall be dedicated or used by the public.

APN: Lot 014; Block 0297

**740 Taylor St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Easterly line of Taylor Street, distant thereon 80 feet Southerly from the Southerly line of Bush Street; running thence Southerly along said Easterly line of Taylor Street 57 feet and 6 inches; thence at a right angle Easterly 62 feet and 6 inches; thence at a right angle Northerly 57 feet and 6 inches; thence at a right angle Westerly 62 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 193.  
Assessor's Lot 012; Block 0283

**466 Townsend St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Commencing at the point of intersection of the Northeasterly line of 6th Street and the Northwesternly line of Townsend Street; running thence Northwesternly along said Northeasterly line of 6th Street 137 feet 6 inches; thence at a right angle Northeasterly 275 feet; thence at a right angle Southeasterly 137 feet 6 inches to the Northwesternly line of Townsend Street; thence at a right angle Southwesterly along said Northwesternly line of Townsend Street 275 feet to the point of beginning.

BEING part of 100-Vara Block No. 386  
Being Assessor's Lot 005; Block 3785

**1849 Van Ness Ave.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**PARCEL I:**

Commencing at the point of intersection of the Southerly line of Washington Street and the Westerly line of Van Ness Avenue; running thence Southerly along said line of Van Ness Avenue 72 feet; thence at a right angle Westerly 190 feet; thence at a right angle Northerly 72 feet to the Southerly line of Washington Street; thence at a right angle Easterly along said line of Washington Street 190 feet to the point of commencement.

Being a portion of Western Addition Block No. 90.  
Assessor's Lot 001; Block 0618

**PARCEL II:**

Commencing at a point on the Westerly line of Van Ness Avenue, distant thereon 72 feet Southerly from the Southerly line of Washington Street; running thence Westerly parallel with said line of Washington Street 190 feet; thence at right angle Northerly 72 feet to the Southerly line of Washington Street; thence at a right angle Westerly along said line of Washington Street 21 feet 9 inches; thence at a right angle Southerly 127 feet, 8-1/4 inches; thence at a right angle Easterly 102 feet; thence at a right angle Northerly 5 feet, 8-1/4 inches; thence at a right angle Easterly 109 feet, 9 inches to the Westerly line of Van Ness Avenue; thence at a right angle Northerly along said line of Van Ness Avenue 50 feet to the point of commencement.

Being a portion of Western Addition Block No. 90.  
Assessor's Lot 001B; Block 0618

**2151 Van Ness Ave.**

The land referred to herein is situated In the State of California, County of San Francisco, City of San Francisco, and is described as follows:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF BROADWAY WITH THE WESTERLY LINE OF VAN NESS A VENUE, AND RUNNING THENCE WESTERLY ALONG THE SAID LINE OF BROADWAY TWO HUNDRED AND FORTYSEVEN (247) FEET, THREE (3) INCHES MORE OR LESS TO THE NORTHEAST CORNER OF LOT NUMBER 4 OF THE SAME BLOCK, THE SAID NORTHEAST CORNER BEING ONE HUNDRED AND THIRTY-SEVEN (137) FEET SIX (6) INCHES EASTERLY FROM THE SOUTHEAST CORNER OF FRANKLIN STREET AND BROADWAY; THENCE AT A RIGHT ANGLE SOUTHERLY ALONG SAID EASTERLY SIDE OF SAID LOT NUMBER "4" ONE HUNDRED AND THIRTY-THREE (133) FEET, TWO AND ONE-FOURTH (2-1/4) INCHES MORE OR LESS TO A POINT MID-WAY BETWEEN THE SOUTHERLY LINE OF BROADWAY AND THE NORTHERLY LINE OF PACIFIC AVENUE; THENCE EASTERLY TWO HUNDRED AND FORTY-SEVEN (247) FEET, THREE (3) INCHES MORE OR LESS TO THE WESTERLY LINE OF VAN NESS A VENUE, AND INTERSECTING SAID LINE OF VAN NESS AVENUE ONE HUNDRED AND THIRTY-THREE (133) FEET TWO AND ONE-FOURTH (2-1/4) INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF BROADWAY; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF VAN NESS AVENUE ONE HUNDRED AND THIRTY-THREE (133) FEET TWO AND ONE-FOURTH (2-1/4) INCHES TO THE SOUTHERLY LINE OF BROADWAY AND THE POINT OF BEGINNING, BEING LOTS NUMBER FIVE (5) AND SIX (6) IN WESTERN ADDITION BLOCK NUMBER 93 AS LAID DOWN AND DESIGNATED ON THE OFFICIAL MAP OF THE CITY AND COUNTY OF SAN FRANCISCO. EXCEPTING THEREFROM, ALL THOSE PORTIONS OF SAID LAND CONVEYED TO THE ROMAN CATHOLIC WELFARE CORPORATION OF SAN FRANCISCO, A CALIFORNIA CORPORATION, BY DEED DATED FEBRUARY 25, 1953 AND RECORDED ON FEBRUARY 27, 1953 IN BOOK 6103 AT PAGE 365, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

APN: Lot 015, Block 0575

**1946 Van Ness Ave.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Commencing at the point of intersection of the Southerly line of Jackson Street and the Easterly line of Van Ness Avenue; running thence Southerly and along said line of Van Ness Avenue 65 feet; thence at a right angle Easterly 111 feet 6 inches; thence at a right angle Northerly 65 feet to the Southerly line of Jackson Street; thence at a right angle Westerly along said line of Jackson Street 111 feet 6 inches to the point of commencement.

Being part of Western Addition Block No. 51

Assessor's Lot 010A; Block 0598

**1142 Van Ness Ave.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at the point of intersection of the Southerly line of Post Street and the Easterly line of Van Ness Avenue; running thence Easterly along said line of Post Street 109 feet; thence at a right angle Southerly 120 feet to the Northerly line of Cedar Street; thence at a right angle Westerly along said line of Cedar Street 109 feet to the Easterly line of Van Ness Avenue; thence at a right angle Northerly along said line of Van Ness avenue 120 feet to the point of beginning.

Being a portion of Western Addition Block No. 59.  
Assessor's Lot 011; Block 0694

**1080 Bush St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Commencing at a point on the northerly line of Bush Street, distant thereon 68 feet, 9 inches Easterly from the Easterly line of Leavenworth Street; running thence Easterly and along said line of Bush Street 45 feet, 10 inches; thence at a right angle Northerly 137 feet, 6 inches; thence at a right angle Westerly 45 feet, 10 inches; thence at a right angle Southerly 82 feet, 6 inches; thence at a right angle Easterly 1-1/2 inches; thence at a right angle Southerly 45 feet; thence at a right angle Westerly 1-1/2 inches; thence at a right angle Southerly 10 feet to the point of commencement.

Being part of 50 Vara Lot No. 1139, in Block No. 249.  
Assessor's Lot 15; Block 0276

**1153 Bush St.**

The land referred to herein is situated in the State of California, City and County of San Francisco and is described as follows:

BEGINNING at a point on the southerly line of Bush Street, distant thereon 177 feet and 6 inches easterly from the easterly line of Hyde Street; running thence easterly and along said line of Bush Street 42 feet and 6 inches; thence at a right angle southerly 137 feet and 6 inches; thence at a right angle westerly 42 feet and 6 inches; thence at a right angle northerly 137 feet and 6 inches to the point of beginning.

BEING part of 50 Vara Block No. 279.  
Assessor's Lot 26; Block 280

**575 Harrison St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

All that certain real property, as shown on that certain Map entitled, "Parcel Map of 575 Harrison Street, a 33 Unit Live/Work Condominium Project," which Map was filed for record in the Office of the Recorder of the City and County of San Francisco, State of California on November 16, 2005 in Book 92 of Condominium Maps at Pages 107 to 108.

APN: Lots 198 thru 230 (formerly Lot 069); Block 3764

**1900 Jackson St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at the point of intersection of the Northerly line of Jackson Street with the Westerly line of Gough Street; running thence Westerly along said line of Jackson Street 34.50 feet; thence at a right angle Northerly 77.687 feet; thence at a right angle Easterly 34.50 feet to the Westerly line of Gough Street; thence at a right angle Southerly along said line of Gough Street 77.687 feet to the point of beginning.

Being a portion of Western Addition Block No. 163  
Assessor's Lot 004A; Block 0592

**736 Jones St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Easterly line of Jones Street, distant thereon 100 feet Southerly from the Southerly line of Sutter Street; running thence Southerly along said Easterly line of Jones Street 37 feet and 6 inches; thence at a right angle Easterly 107 feet and 6 inches; thence at a right angle Northerly 37 feet and 6 inches; and thence at a right angle Westerly 107 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 222.  
APN: Lot 027; Block 0298

**1727 Lombard St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:



**PARCEL ONE:**

Commencing at a point on the Northerly line of Greenwich Street, distant thereon 156 feet, 3 inches Easterly from the Easterly line of Laguna Street; running thence Easterly and along said line of Greenwich Street, 50 feet; thence at a right angle Northerly 137 feet, 6 inches; thence at a right angle Westerly 50 feet; thence at a right angle Southerly 137 feet, 6 inches to the point of commencement.

Being part of Western Addition, Block No. 187.

**PARCEL TWO:**

Commencing at a point on the Southerly line of Lombard Street, distant thereon 131 feet and 3 inches Easterly from the Easterly line of Laguna Street; running thence Easterly along said line of Lombard Street, 50 feet; thence at a right angle Southerly 106 feet and 3 inches; thence at a right angle Westerly 50 feet; thence at a right angle Northerly 106 feet and 3 inches to the point of commencement.

Being part of Western Addition, Block No. 187.

**PARCEL THREE:**

Commencing at point on the Southerly line of Lombard Street (as widened) distant thereon 181 feet 3 inches Easterly from the Easterly line of Laguna Street; running Easterly and along said line of Lombard Street, 25 feet; thence at a right angle Southerly 106 feet, 3 inches; thence at a right angle Westerly 25 feet; thence at a right angle Northerly 106 feet, 3 inches to the point of commencement.

Being part of Western Addition, Block No. 187.

**PARCEL FOUR:**

Beginning at a point on the Southerly line of Lombard Street (as widened) distant thereon 206 feet and 3 inches Easterly from the Easterly line of Laguna Street; running thence Easterly and along said line of Lombard Street, 25 feet; thence at a right angle Southerly 106 feet and 3 inches; thence at a right angle Westerly, 25 feet; thence at a right angle Northerly 106 feet and 3 inches to the point of beginning.

Being part of Western Addition, Block No. 187.

**PARCEL FIVE:**

Beginning at a point on the Southerly line of Lombard Street, as widened, distant thereon 106 feet, 3 inches Westerly from the Westerly line of Octavia Street; running thence Westerly and along said line of Lombard Street, 75 feet; thence at a right angle Southerly 106 feet, 3 inches; thence at a right angle Easterly 75 feet; thence at a right angle Northerly 106 feet, 3 inches to the point of beginning.

Being a portion of Western Addition, Block No. 187.

APN: Lot 036, Block 0506

**1916 Octavia St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Easterly line of Octavia Street, distant thereon 137 feet 6 inches Northerly from the Northerly line of California Street; running thence Northerly and along said line of Octavia Street 75 feet; thence at a right angle Easterly 130 feet; thence at a right angle Southerly 75 feet; thence at a right angle Westerly 130 feet to the point of beginning.

APN: Lot: 011; Block: 0640

**560 Powell St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at the point of intersection of the Southerly line of Bush Street and the Easterly line of Powell Street; running thence Easterly along said line of Bush Street 45 feet; thence at a right angle Southerly 67 feet 6 inches; thence at a right angle Westerly 45 feet to the Easterly line of Powell Street; thence Northerly along said line of Powell Street 67 feet, 6 inches to the point of beginning.

Being a part of Vara Block No. 141.  
Assessor's Lot 010; Block 0285

**620 Sutter St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Northerly line of Sutter Street, distant thereon 45 feet Westerly from the point formed by the intersection of the said Northerly line of Sutter Street with the Westerly line of Mason Street; running thence Westerly along said Northerly line of Sutter Street 92 feet and 6 inches; thence at a right angle Northerly 137 feet and 6 inches; thence at a right angle Easterly 50 feet; thence at a right angle Southerly 1 foot 2 inches; thence at a right angle Easterly 42 feet and 6 inches; thence at a right angle Southerly 136 feet 4 inches to said Northerly line of Sutter Street at the point of beginning.

Being a portion of Vara Lot No. 591, as the same is laid down and numbered on the Official Map of the City and County of San Francisco, State of California.  
Assessor's Lot 004A; Block 0283

**655 Sutter St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**PARCEL I:**

Beginning at a point on the Southerly line of Sutter Street, distant thereon 187 feet, 6 inches Westerly from the Westerly line of Mason Street; running thence Westerly along said line of Sutter street 60 feet, 6 inches; thence at a right angle Southerly 137 feet, 6 inches; thence at a right angle Easterly 60 feet, 6 inches; thence at a right angle Northerly 137 feet, 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 194.

**PARCEL II:**

A Non-Exclusive Easement of right of way in, to and over the following described alleyway: Beginning at a point on the Westerly Line of Mason Street, distant thereon 127 feet and 6 inches Southerly from the Southerly line of Sutter Street; running thence Southerly along said line of Mason Street 10 feet; thence at a right angle Westerly 187 feet and 6 inches; thence at a right angle Northerly 10 feet; thence at a right angle Easterly 187 feet and 6 inches to the point of beginning.

Said Easement is as set forth in that certain Decree Establishing Title filed January 19th, 1911 in San Francisco County Superior Court Case No. 22542 (McInerney Series) and Recorded January 19th, 1911 in the office of the Recorder of the City and County of San Francisco, State of California Book 499 of Deeds, Page 1.

Assessor's Lot 012; Block 0297

**680-688 Sutter St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**PARCEL 1:**

Beginning at a point on the Northerly line of Sutter Street, distant thereon 41 feet, 9 1/2 inches Easterly line of Taylor Street, running thence Easterly along said line of Sutter Street 44 feet, 7 3/4 inches; thence Northerly to a point perpendicularly distant 41 feet, 1 inch Northerly from the Northerly line of Sutter Street and also perpendicularly distant 86 feet, 4 5/8 inches Easterly from the Easterly line of Taylor Street; thence Northerly to a point perpendicularly distant 65 feet, 7 inches Northerly from the Northerly line of Sutter Street and also perpendicularly distant 86 feet, 8 3/4 inches Easterly from the Easterly line of Taylor Street; thence Northerly to the Southerly line of a 10 foot alley at a point distant thereon 86 feet 10 1/4 inches Easterly from the Easterly line of Taylor Street; thence Westerly along said Southerly line of said Alley 45 feet, 0 1/4 of an inch to a point distant thereon 41 feet, 10 inches Easterly from the Easterly line of Taylor Street; thence Southerly 27 feet, more or less, to a point perpendicularly distant 54 feet, 8 inches Northerly from the Northerly line of Sutter Street, and also perpendicularly distant 41 feet, 9 7/8 inches Easterly from the Easterly line of Taylor Street; thence Southerly to a point perpendicularly distant 35 feet Northerly from the Northerly line of Sutter Street and also perpendicularly distant 41 feet, 9 inches Easterly from the Easterly line of Taylor Street; thence Southerly 35 feet, more or less, to the point of beginning.

Being a part of 50 Vara Block No. 193.

**PARCEL 2:**

An Easement of Right of Way for ingress and egress over all Alleyway hereinabove referred to and described as follows:

Beginning at a point on the Easterly line of Taylor Street, distant thereon 81 feet, 8 inches Northerly from the Northerly line of Sutter Street; running thence Northerly along said line of Taylor Street 10 feet; thence at a right angle Easterly 87 feet, 6 inches; thence at a right angle Southerly 10 feet; thence at a right angle Westerly 87 feet, 6 inches to the point of beginning.

Assessor's Lot 007; Block 0283

**817-831 Sutter St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the southerly line of Sutter Street, distant thereon 57 feet 6 inches westerly from the westerly line of Jones Street, running thence westerly along said line of Sutter Street 80 feet; thence at a right angle southerly 110 feet; thence at a right angle easterly 55 feet; thence at a right angle northerly 9 feet and 6 inches; thence at a right angle easterly 25 feet; thence at a right angle northerly 100 feet 6 inches; to the point of beginning.

Being part of 50 Vara Lot No. 1087.

Assessor's Lot 021; Block 0299

**860 Sutter St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Northerly line of Sutter Street, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Leavenworth Street; running thence Easterly along said line of Sutter Street 46 feet and 17 1/2 inches; thence at a right angle Northerly 137 feet and 6 inches; thence at a right angle Westerly 46 feet and 7 1/2 inches; thence at a right angle Northerly 137 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 250.

Assessor's Lot 006; Block 0281

**2209 Van Ness Ave.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**PARCEL I:**

Beginning at a point on the Westerly line of Van Ness Avenue, distant thereon 90 feet and 6 inches Northerly from the Northerly line of Broadway; running thence Northerly and along said

Westerly line of Van Ness Avenue 47 feet; thence at a right angle Westerly 135 feet and 3 inches; thence at a right angle Southerly 47 feet; thence at a right angle Easterly 135 feet and 3 inches to the point of beginning.

Being a portion of Western Addition Block No. 94

**PARCEL II:**

Beginning at a point perpendicularly distant Westerly 123 feet from the Westerly line of Van Ness Avenue and perpendicularly distant Southerly 136 feet and 6 inches from the Southerly line of Vallejo Street; running thence Southerly and parallel with the Westerly line of Van Ness Avenue 1 foot; thence at a right angle Westerly 12 feet and 3 inches; thence at a right angle Northerly 1 foot; thence at a right angle Easterly 12 feet and 3 inches to the point of beginning.

Being part of Western Addition Block No. 94

Assessor's Lot 029; Block 0570

BEING PART OF LOT NO 29, BLOCK NO. 570.

**2211 Van Ness Ave.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Westerly line of Van Ness Avenue, distant thereon 107 feet, 6 inches Southerly from the Southerly line of Vallejo Street; running thence Southerly along said line of Van Ness Avenue 30 feet; thence at a right angle Westerly 123 feet; thence at a right angle Northerly 30 feet; and thence at a right angle Easterly 123 feet to the point of beginning.

Being a portion of Western Addition, Block No. 94

Assessor's Lot 005; Block 0570

**2550 Van Ness Ave.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**PARCEL 1:**

Beginning at the point of intersection of the Easterly line of Van Ness Avenue with the Southerly line of Filbert Street; and running thence Easterly along said Southerly line of Filbert Street 223 feet 3 inches; thence at a right angle Southerly 137 feet 6 inches; thence at a right angle Westerly 223 feet 3 inches to the said Easterly line of Van Ness Avenue; thence Northerly along last named line 137 feet 6 inches to the point of beginning.

Being a portion of Western addition Block No. 45.

**PARCEL 2:**

An easement for driveway purposes over and along the following described parcel of land: Beginning at a point on the Southerly line of Filbert Street, distant thereon 223 feet 3 inches Easterly from the Easterly line of Van Ness Avenue; running thence Easterly along said line of Filbert Street 20 feet; thence at a right angle Southerly 137 feet 6 inches; thence at a right

angle Westerly 20 feet; and thence at right angle Northerly 137 feet 6 inches to the point of beginning.

The aforesaid easement is not to include any portion of the existing building now situated on said easement.

Assessor's Lot 021; Block 0526

**2225 Jerrold Ave.**

The land referred to hereinbelow is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

PARCEL ONE: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF UPTON STREET WITH THE SOUTHWESTERLY LINE OF JERROLD AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF JERROLD AVENUE 167.257 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 360 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 167.257 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF UPTON STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF UPTON STREET 360 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:  
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF UPTON STREET WITH THE SOUTHWESTERLY LINE OF JERROLD AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF JERROLD AVENUE 167.257 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 360 FEET TO THE TRUE POINT OF COMMENCEMENT, SAID TRUE POINT OF COMMENCEMENT BEING THE MOST WESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CALIFORNIA BODY & TRAILER MFRS., RECORDED SEPTEMBER 26, 1966 (B84 OR 812); THENCE CONTINUING SOUTHWESTERLY ALONG SAID LINE RUNNING AT A RIGHT ANGLE TO JERROLD AVENUE 160 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 0.667 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 122.788 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 279.439 FEET AND A CENTRAL ANGLE OF 24 48' 01" A DISTANCE OF 120.954 FEET TO A POINT ON THE NORTHEASTERLY LINE OF MCKINNON AVENUE, DISTANT THEREON 140.818 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF UPTON STREET; THENCE SOUTHEASTERLY ALONG SAID LINE OF MCKINNON AVENUE 140.818 FEET TO THE NORTHWESTERLY LINE OF UPTON STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF UPTON STREET 400 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY LINE OF THE ABOVE REFERRED TO PARCEL; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 167.257 FEET TO THE TRUE POINT OF COMMENCEMENT.

**950 Van Ness Ave.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**PARCEL A:**

Beginning at a point on the Southerly line of O'Farrell Street, distant thereon 109 feet Easterly from the Easterly line of Van Ness Avenue; and running thence Easterly along said line of O'Farrell Street 30 feet; thence at a right angle Southerly 120 feet; thence at a right angle Westerly 30 feet; and thence at a right angle Northerly 120 feet to the point of beginning. Being a portion of Western Addition Block No. 61.

**PARCEL B:**

Beginning at a point of intersection of the Southerly line of O'Farrell Street with the Easterly line of Van Ness Avenue; running thence Southerly along said line of Van Ness Avenue 60 feet; thence at a right angle Easterly 109 feet; thence at a right angle Northerly 60 feet to the Southerly line of O'Farrell Street; and thence at a right angle Westerly along said line of O'Farrell Street 109 feet to the point of beginning. Being a portion of Western Addition Block No. 61.

**PARCEL C:**

Beginning at a point on the Easterly line of Van Ness Avenue, distant thereon 60 feet Southerly from the Southerly line of O'Farrell Street; running thence Southerly along said line of Van Ness Avenue 60 feet to the Northerly line of Olive Street; thence at a right angle Easterly along said line of Olive Street 109 feet; thence at a right angle Northerly 60 feet; and thence at a right angle Westerly 109 feet to the point of beginning.

Being a portion of Western Addition Block No. 61.

APN: 0718-017 (Parcel A), 0718-021 (Parcels B and C)

## **Exhibit B-2**

### **Legal Descriptions of Non-Academy Properties**

#### **700 Montgomery St.**

The land referred to in this Report is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Parcel A, as said Parcel is shown on Parcel Map 1366 which Map filed October 23, 2006 in Book 47, Page 13,  
of Parcel Maps, San Francisco County Records.  
Being a part of 50 Vara Block No. 50  
A portion of Assessor's Lot 028; Block 0196

#### **1069 Pine St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at the point of intersection of the Southerly line of Pine Street, distant thereon 87 feet and 6 inches Easterly from the Southeasterly corner of Pine and Jones Streets; and running thence Easterly along the Southerly line of Pine Street 50 feet; thence at a right angle Southerly 137 feet and 6 inches; thence at a right angle Westerly 137 feet and 6 inches; thence at a right angle Northerly 10 feet; thence at a right angle Easterly 87 feet and 6 inches; thence at a right angle Northerly 127 and 6 inches to the point of beginning.  
Being a part of 50 Vara Block No. 1072  
Assessor's Lot 8; Block 275

#### **2295 Taylor St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at the point of intersection of the Southerly line of Chestnut Street and Westerly line of Taylor Street; and running thence Westerly along said line of Chestnut Street 72 feet; thence at a right angle Southerly 145 feet; thence at a right angle Easterly 72 feet to the Westerly line of Taylor Street 145 feet to the point of beginning.  
Being a part of 50 Vara Block No. 206  
Assessor's Lot 1; Block 66

#### **2340 Stockton St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:



Commencing at a point formed by the intersection of the easterly line of Stockton Street with the northerly line of North Point Street; running thence northerly along said easterly line of Stockton Street 275 feet to the southerly line of Beach Street; thence easterly along said southerly line of Beach Street 137 feet, 6 inches; thence at a right angle southerly and parallel with the easterly line of Stockton Street 275 feet to the northerly line of North Point Street 137 feet, 6 inches to the said easterly line of Stockton Street and the point of commencement.

Being a part of fifty Vara Block No. 99

Assessor's Lot 4; Block 18

**460 Townsend St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Northwesternly line of Townsend Street distant thereon 275 feet Northeastly from the Northeastly line of 6th Street; running thence Northeastly along said line of Townsend Street 84 feet; thence at a right angle Northwesternly 250 feet to the Southeastly line of Bluxome Street; thence Southwesterly along said line of Bluxome Street 84 feet; thence at a right angle Southeastly 250 feet to the point of beginning.

Being part of 100 Vara Block No. 386

**EXCEPTING THEREFROM:**

Commencing on the Northwesternly line of Townsend Street distant thereon 275 feet Northeastly from the Northeastly line of 6th Street; thence at a right angle Northwesternly to said Northwesternly line of Townsend Street 125 feet to a point, said point being the true point of beginning; running thence at a right angle Northwesternly 125 feet to the Southeastly line of Bluxome Street; thence at a right angle Southwesterly along said line of Bluxome Street 84 feet; thence at a right angle Southeastly 125 feet to the point of beginning.

Being part of 100 Vara Block No. 386

Assessor's Lot 023; Block 3785

**150 Hayes St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**PARCEL ONE:**

Beginning at a point on the Northerly line of Hayes Street, distant thereon 110 feet Westerly from the Westerly line of Polk Street; running thence Westerly along said line of Hayes Street 25 feet; thence at a right angle Northerly 120 feet to the Southerly line of Ivy Avenue; thence Easterly along said Southerly line of Ivy Avenue 25 feet; and thence at a right angle Southerly 120 feet to the point of beginning.

Being portion of Western Addition Block No. 68.

**PARCEL TWO:**

Beginning at a point on the Northerly line of Hayes Street, distant thereon 135 feet Westerly from the Westerly line of Polk Street; running thence Westerly and along said Northerly line of Hayes Street 85 feet; thence at a right angle Northerly 120 feet to the Southerly line of Ivy

Street (formerly Ivy Avenue); thence at a right angle Easterly and along said Southerly line of Ivy Street 85 feet; and thence at a right angle Southerly 120 feet to the Northerly line of Hayes Street and the point of beginning.

Being portion of Western Addition Block No. 68.

**PARCEL THREE:**

Beginning at a point on the Northerly line of Hayes Street, distant thereon 109 feet Easterly from the point of intersection of the Easterly line of Van Ness Avenue with the said line of Hayes Street; running thence Easterly along said line of Hayes Street 55 feet; thence at a right angle Northerly 120 feet to the Southerly line of Ivy Street; thence at a right angle Westerly along said Southerly line of Ivy Street 55 feet; and thence at a right angle Southerly 120 feet to the Northerly line of Hayes Street and the point of beginning.

Being a portion of Western Addition Block No. 68.

Assessor's Lot 022; Block 0811

**1055 Pine St.**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Parcel One: Beginning at a point on the Northwesterly line of Pine Street distant thereon 137 feet and 6 inches easterly from the Easterly line of Jones Street; running thence Easterly along said line of Pine Street 94 feet and 6 inches; thence at a right angle Southerly 137 feet and 6 inches; thence at a right angle Westerly 94 feet and 6 inches; thence at a right angle Northerly 137 feet and 6 inches to the point of beginning.

Being portion of 50 Vara Block No. 220

**PARCEL TWO:**

Together with and as an appurtenance thereto the right to construct and maintain a brick or pipe sewer through the following described property. Beginning at a point on the Northerly line of Bush Street, distant thereon 210 feet Westerly from the Westerly line of Taylor Street; running thence Northerly and parallel with said line of Taylor Street 110 feet; thence at a right angle Easterly 17 feet and 6 inches; thence at a right angle Northerly 27 feet and 6 inches; thence at a right angle Westerly 27 feet and 6 inches; thence at a right angle Southerly 137 feet and 6 inches to the Northerly line of Bush Street; thence Easterly along said line of Bush Street 10 feet to the point of beginning.

**Exhibit C**

**Mitigation Monitoring and Reporting Program**

*[Attached]*

## EXHIBIT 2: MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM			
	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility

### MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR

#### CULTURAL AND PALEONTOLOGICAL RESOURCES

Mitigation Measure M-CP-2.1 – Project-Specific Preliminary Archaeological Assessment. [Applies to growth in the 12 study areas: Impacts C-4.1 and CP-4.3] This archaeological mitigation measure shall apply to any project involving any soils-disturbing or soils-improving activities including excavation, utilities installation, grading, soils remediation, compaction/chemical grouting to a depth of two feet below ground surface (bgs) or greater within the following study areas: SA-2, Lombard Street/Van Ness Avenue, SA-5, Mid Market Street; SA-6, Fourth Street/Howard Street; SA-7, Rincon Hill East; SA-8, Third Street/Bryant Street; SA-9, Second Street/Brannan Street; and SA-12, Ninth Street/Folsom Street; to a depth of four feet bgs or greater and located within properties within the remaining study areas (SA-1, Lombard Street/Divisadero Street; SA-3, Mid Van Ness Avenue; SA-4, Sutter Street/Mason Street; SA-10, Fifth Street/Brannan Street; and SA-11, Sixth Street/Folsom Street); or to the thresholds identified in the Area Plan EIR Archeological Mitigation Zones outlined in Table 4.5-2, Area Plan EIR Archeological Resources Mitigation Measures, p. 4.5-59, for projects covered by those Zones.

Projects to which this mitigation measure applies shall be subject to Preliminary Archeology Review (PAR) by the San Francisco Planning Department archeologist, or a Preliminary Archeological Sensitivity Study (PASS) may be required in consultation with the San Francisco Planning Department archeologist. The PASS shall be prepared by an archeological consultant from the pool of qualified archeological consultants maintained by the Planning Department archeologist. The PASS shall contain the following:

Prior to any soil disturbing activities	Project-specific Preliminary Archaeological Assessment	Project sponsor, archaeologist and Environmental Review Officer (ERO)	The project archaeologist consult with the ERO as indicated. Considered complete after review and approval of the Final Archeological Resources Report by the ERO.
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# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Monitoring/Reporting/Responsibility		
		Mitigation Schedule	Mitigation Action	Monitoring Schedule

- Determine the historical uses of the project site based on any previous archeological documentation and Sanborn maps.
- Determine types of archeological resources/properties that may have been located at the project site and whether the archeological resources/property types would potentially be eligible for listing on the California Register.
- Determine if 19<sup>th</sup>- or 20<sup>th</sup>-century soils-disturbing activities may have adversely affected the identified potential archeological resources.
- Assess potential project effects in relation to the depth of any identified potential archeological resource.
- Provide a conclusion that assesses whether any California Register-eligible archeological resources could be adversely affected by the Proposed Project and recommends appropriate further action.

Based on the PAR or PASS, the Environmental Review Officer (ERO) shall determine if an Archeological Research Design Treatment Plan (ARDTP) shall be required to more definitively identify the potential for California Register-eligible archeological resources to be present at the project site and determine the appropriate action necessary to reduce the potential effect of the project on archeological resources to a less-than-significant level. The scope of the ARDTP shall be determined in consultation with the ERO and consistent with the standards for archeological documentation established by the Office of Historic Preservation (OHP) for purposes of compliance with CEQA (OHP Preservation Planning Bulletin No. 5). If the PAR or PASS adequately identifies the potential for California Register-eligible archeological resources to be present at the project site, the ERO shall determine the appropriate action necessary to reduce the potential effect of

# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Monitoring/Reporting		
		Mitigation Schedule	Mitigation Action	Monitoring Schedule

the project on archeological resources to a less-than-significant level. Actions may include an archeological testing program, archeological monitoring program, archeological data recovery program, accidental discovery measures/worker training, final reporting, curation, consultation with descendant communities, and interpretation undertaken in consultation with the Planning Department archeologist by an archeological consultant from the pool of qualified archeological consultants maintained by the Planning Department archeologist.

## TRANSPORTATION AND CIRCULATION

**Mitigation Measure M-TR-3.1 – Shuttle Demand, Service Monitoring, and Capacity Utilization Performance Standard.**

**[Applies to growth in the 12 study areas and at the six project sites: Impacts TR-3.1, TR-3.2, TR-3.3, and C-TR-3]** AAU shall develop, implement, and provide to the City a shuttle management plan to address meeting the peak hour shuttle demand needs of its growth. The shuttle management plan shall address the monitoring, analysis, and potential correction such that unmet shuttle demand would not impact the City's transit and transportation system. Analysis of shuttle bus demand and capacity utilization shall occur at least on an annual basis, or as needed to address shuttle demand. Specifically, analysis and adjustments shall be made on any AAU shuttle routes to reduce shuttle peak hour capacity utilization when the performance standard of 100 percent capacity utilization is regularly observed to be exceeded on any of the AAU shuttle routes.<sup>1</sup> Additionally, the shuttle management plan shall address how shuttle demand at the six project sites will be provided. As additional project sites are added the shuttle management plan would be adjusted to reflect up-to-date shuttle routes, stops and services, as well as a capacity

Project sponsor	Submitted Annually	Development, submittal, and approval of shuttle management plan	ERO or designee; MTA	Annually
		Update shuttle management plan, as needed, to address capacity utilization performance standard and as additional project sites are added or prior		

<sup>1</sup> The 100 percent performance standard was derived from the local and regional transit operational performance standards. Since AAU's vehicles and operations vary from transit service (e.g., not all shuttle buses allow for standing passengers), AAU may propose alternate performance standards that could equivalently meet this goal while addressing the specific design of their fleet.

**MONITORING AND REPORTING PROGRAM**

Adopted Mitigation Measures	Responsibility for Implementation	Monitoring/Reporting			Monitoring Schedule
		Mitigation Schedule	Mitigation Action	Responsibility	

utilization analysis, as needed to, indicate that the proposed demand for shuttle services could be met and avoid potential mode shifts to other travel modes. AAU shall report annually to the City on capacity utilization and alter its schedules and/or capacity, as necessary to avoid regular exceedances of the capacity utilization standard.

<b>Mitigation Measure</b> C-M-TR-2.1a - AAU Fair Share Contribution to Cumulative Transit Impact. [Applies to growth in the 12 study areas and at the six project sites: Impacts C-TR-2.1a, C-TR-2.2a, and C-TR-2.3a] AAU shall be required to make a fair share contribution to mitigate the cumulative transit demand impact related to AAU growth in transit ridership on the Kearny/Stockton corridor of the Northeast screenline and on the Geary corridor of the Northwest screenline to SFMTA.	Project sponsor	Prior to issuance of a building permit	Payment of fair-share transit fee to SFMTA	Project Sponsor, ERO, and SFMTA	Ongoing
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AAU's fair share contribution shall be made in addition to the applicable Transportation Sustainability Fee (TSF) for Non-Residential, except Hospitals and Health Services, 800-99,999 GSF and Non-Residential, except Hospitals and Health Services, all GSF above 99,999 GSF and for Residential or any successor fee that supersedes this fee.

AAU's fair share contribution fee will be calculated by determining the discount for existing uses that would otherwise be permitted by Section 411A.4, or any successor fee ordinance. Rather than discount such amounts, the amount of such discount will be paid as a fair share contribution fee ("Fair Share Fee"). The Fair Share Fee will be calculated based on the total square footage of use in the EIR for each project site and for the proposed square footage of use when a project in one of the study areas is proposed. Payment of the Fair Share Fee is due prior to the issuance of a building permit for the project or portion of the project. The City shall account for the expenditure of funds to support additional transit in the affected corridors. The payment

**MONITORING AND REPORTING PROGRAM**

Adopted Mitigation Measures	Responsibility for Implementation	Monitoring and Reporting Program		
		Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility Monitoring Schedule

of the Fair Share Fee shall satisfy the AAU's fair share contribution obligations for all projects where the mitigation measure applies.

AAU may apply to the ERO to reduce, adjust, or modify this fee prior to a project approval based on substantial evidence supporting the absence of any reasonable relationship between the impact of the AAU use on cumulative transit demand and the amount of fee charged.

**NOISE**

**Mitigation Measure M-NO-2.1a - Interior Noise Levels for Residential Uses. [Applies to growth in the 12 study areas: Impacts NO-2.1a, NO-2.3, and C-NO-1]** For new development including conversion of non-noise-sensitive to noise-sensitive uses located along streets with noise levels above 60 dBA ( $L_{dn}$ ), where such development is not already subject to the California Noise Insulation Standards in California Code of Regulations Title 24, the project sponsor of future individual developments within the study areas 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. Additional noise attenuation features may need to be incorporated into the building design where noise levels exceed 70 dBA ( $L_{dn}$ ) to ensure that acceptable interior noise levels can be achieved.

Project sponsor; qualified acoustical consultant  
During project design  
Detailed analysis of noise reduction requirements  
Planning Department; Building Inspection  
Considered complete upon approval of building permit plans



# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Monitoring/Reporting		
		Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility Schedule

**Mitigation Measure M-NO-2.1b - Siting of Noise-Sensitive Uses. [Applies to growth in the 12 study areas: Impacts NO-2.1a, Planning NO-2.3, and C-NO-1]** To reduce potential conflicts between existing noise-generating uses and new sensitive receptors, for qualified new residential development and development that includes other acoustical noise-sensitive uses (primarily, residences, and also including consultant schools and child care, religious, and convalescent facilities and the like), the San Francisco 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 average and maximum noise level readings taken so as to be able to accurately describe maximum levels reached during nighttime hours) 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 individual project site that appear to warrant heightened concern about noise levels in the vicinity. Should the Planning Department conclude that such concerns be present, the Planning Department may require the completion of a detailed noise assessment by person(s) qualified in acoustical analysis and/or engineering prior to the first project approval action, in order to demonstrate that acceptable interior noise levels consistent with those in the Title 24 standards can be attained.

Project sponsor;  
Prior to issuance of a building permit  
Analysis of site noise-generating uses  
Project sponsor; Planning Department  
Considered complete upon approval of building permit plans

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p><b>Mitigation Measure M-NO-2.1c – Siting of Noise-Generating Equipment. [Applies to growth in the 12 study areas: Impacts NO-2.1a, NO-2.3, and C-NO-1]</b> If AAU proposes, as part of a Department; change of use new (as opposed to replacement) mechanical qualified equipment or ventilation units that would be expected, to increase acoustical ambient to noise levels by 5 dBA or more, either short-term, at consultant nighttime, or as 24-hour average, in the proposed Project site vicinity, the San Francisco Planning Department shall require the preparation of an analysis that includes, at a minimum, a site survey to identify potential noise-sensitive uses (primarily, residences, and also including schools and child care, religious, and convalescent facilities and the like) within 900 feet of, and that have a direct line-of-sight to, the project site, and at least one 24-hour noise measurement (with average and maximum noise level readings taken so as to be able to accurately describe maximum levels reached during nighttime hours), prior to the first project approval action. The analysis shall be conducted prior to issuance of a building permit. The analysis shall be prepared by persons qualified in acoustical analysis and/or engineering and shall demonstrate with reasonable certainty that the proposed equipment would not cause a conflict with the use compatibility requirements in the <i>San Francisco General Plan</i> and would not violate Noise Ordinance Section 2909. If necessary to meet these standards, the proposed equipment shall be replaced with quieter equipment, deleted entirely, or mitigated through implementation of site-specific noise reduction features or strategies.</p>	<p>Project sponsor; Planning Department;</p>	<p>Prior to issuance of a building permit</p>	<p>Analysis of site noise-generating uses</p>	<p>Project sponsor; Planning Department</p>	<p>Considered complete upon approval of building plans</p>

**MONITORING AND REPORTING PROGRAM**

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<b>AIR QUALITY</b>					
<p><b>Mitigation Measure M-AQ-2.1 – Construction Emissions Minimization within an Air Pollutant Exposure Zone. [Applies to growth in the 12 study areas and at PS-1, P-S-3, and PS-4: Impacts AQ-2.1, AQ-2.2, and AQ-2.3]</b> This mitigation measure is applicable to renovation activities occurring within an Air Pollutant Exposure Zone and where off-road diesel powered equipment is required and would operate for more than 20 total hours over the duration of construction at any one site.</p>	Project sponsor/ contractor(s).	Prior to construction activities requiring the use of off-road equipment.	Submit certification statement.	Project sponsor / contractor(s) and the ERO.	Considered complete on submittal of certification statement.
<p><b>A. Construction Emissions Minimization Plan.</b> Prior to issuance of a construction permit, the project sponsor shall submit a Construction Emissions Minimization Plan (Plan) to the Environmental Review Officer (ERO) for review and approval by an Environmental Planning Air Quality Specialist. The Plan shall detail project compliance with the following requirements:</p>	Project sponsor and contractor	Prior to issuance of a permit specified in Section 106A.3.2.6 of the Francisco Building Code.	Prepare and submit a Plan.	Project sponsor/ contractor(s) and the ERO.	Considered complete on findings by ERO that Plan is complete.
<p>1. All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:</p>					
<p>a) Where access to alternative sources of power is available, portable diesel engines shall be prohibited.</p>					
<p>b) All off-road equipment shall have:</p>					
<p>i. Engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (ARB) Tier 2 off-road emission standards, and</p>					
<p>ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control</p>					

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM			
	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility Monitoring Schedule

Strategy (VDECS).<sup>2</sup>

c) Exceptions:

- i. Exceptions to A(1)(a) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the sponsor shall submit documentation of compliance with A(1)(b) for on-site power generation.
- ii. Exceptions to A(1)(b)(ii) *may* be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that a particular piece of off-road equipment with an ARB Level 3 VDECS is (1) technically not feasible, (2) would not produce desired emissions reductions due to expected operating modes, (3) installing the control device would create a safety hazard or impaired visibility for the operator, or (4) there is a compelling emergency need to use off-road equipment that are not retrofitted with an ARB Level 3 VDECS and the sponsor has submitted documentation to the ERO that the requirements of this exception provision apply. If granted an exception to A(1)(b)(ii), the project sponsor must comply with the requirements of

<sup>2</sup> Equipment with engines meeting Tier 4 Interim or Tier 4 Final emission standards automatically meet this requirement, therefore a VDECS would not be required.

**MONITORING AND REPORTING PROGRAM**

Adopted Mitigation Measures	Responsibility for Implementation	Monitoring and Reporting Program		
		Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility Monitoring Schedule

A(1)(c)(iii).

- iii. If an exception is granted pursuant to A(1)(c)(ii), the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step down schedules in Table 4.8-13, Off-Road Equipment Compliance Step-Down Schedule.

**Table 4.8-13 Off-Road Equipment Compliance Step-Down Schedule**

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

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

\* Alternative fuels are not a VDECS.

2. The project sponsor shall require the idling time for off-road and on-road equipment be limited to no more than two minutes, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted

# MONITORING AND REPORTING PROGRAM

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

**MONITORING AND REPORTING PROGRAM**

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.</p> <p>Within six months of the completion of construction activities, the project sponsor shall submit to the ERO a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.</p>					implemented.
<p>C. <i>Certification Statement and On-Site Requirements.</i> Prior to the commencement of construction activities, the project sponsor must certify (1) compliance with the Plan and (2) all applicable requirements of the Plan have been incorporated into contract specifications.</p> <p><b>Mitigation Measure M-AQ-3.3 – Maximum Daily Construction Activities.</b> [Applies to growth in the 12 study areas and at the six project sites: <b>Impacts AQ-3.3 and C-AQ-2</b>] Construction activities shall be limited to the renovation (including architectural coating) of a maximum of 100,000 square feet of building space at a time.</p>	Project Sponsor and contractor	Ongoing during construction	Maximum daily construction activities	Project Sponsor; Contractor; Planning Department; and the ERO	Considered complete after construction activities have ended
<p><b>Mitigation Measure M-AQ-4.1a – Best Available Technology for Diesel Generators.</b> [Applies to growth in the 12 study areas: <b>Impacts AQ-4.1 and AQ-4.3</b>] All new (i.e., not replacement) diesel generators shall have engines that (1) meet Tier 4 Final or Tier 4 Interim emission standards, or (2) meet Tier 2 emission standards and are equipped with a California Air Resources Board (ARB) Level 3 Verified Diesel Emissions Control Strategy (VDECS).</p>	Project Sponsor	Prior to issuance of permit for backup diesel generator from City agency.	Submittal of plans detailing compliance and documentation of compliance with BAAQMD Regulation 2, Rules 2 and 5.	Project sponsor and the ERO.	Considered complete approval of plans detailing compliance.

**MONITORING AND REPORTING PROGRAM**

Adopted Mitigation Measures		Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measure M-AQ-4.1b – Best Available Technology for Boilers. . [Applies to growth in the 12 study areas: Impacts AQ-4.1 and AQ-4.3] All new (i.e., not replacement) boilers shall be natural gas operated. If infeasible, all boilers shall be equipped with Best Available Control Technologies, such as fuel gas filters, or baghouse or electrostatic precipitators. BACTs shall be approved by BAAQMD through the permitting process.	Control	Project sponsor and contractor	Prior to issuance of permit for boiler from City agency	Submittal of plans detailing compliance and documentation of compliance with BAAQMD Regulation	Project sponsor and the ERO.	Considered complete approval of plans detailing compliance.
	Control	Project sponsor and contractor	Prior to receipt of a building permit	Enhanced Ventilation Plan; Maintenance Plan; disclosure to buyers and renters	Project sponsor and the ERO.	Ongoing during operation
Mitigation Measure M-AQ-4.1c – Air Filtration Measures within an Air Pollutant Exposure Zone. [Applies to growth in the 12 study areas: Impacts AQ-4.1 and AQ-4.3] Air Filtration and Ventilation Requirements for Sensitive Land Uses. Prior to receipt of a building permit for a change of use to a sensitive land use, the project sponsor shall submit an enhanced ventilation plan for the proposed building(s). The enhanced ventilation plan shall be prepared and signed by, or under the supervision of, a licensed mechanical engineer or other individual authorized by the California Business And Professions Code Sections 6700-6799. The enhanced ventilation plan shall show that the building ventilation system will be capable of achieving protection from particulate matter (PM <sub>2.5</sub> ) equivalent to that associated with a Minimum Efficiency Reporting Value (MERV) 13 filtration, as defined by American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) standard 52.2. The enhanced ventilation plan shall explain in detail how the project will meet the MERV-13 performance standard identified in this measure.		Project sponsor and contractor	Prior to receipt of a building permit	Enhanced Ventilation Plan; Maintenance Plan; disclosure to buyers and renters	Project sponsor and the ERO.	Ongoing during operation
Maintenance Plan. Prior to receipt of a building permit for a change of use to a sensitive land use, the project sponsor shall present a plan that ensures ongoing maintenance for the ventilation and filtration systems.		Project sponsor and contractor	Prior to receipt of a building permit	Enhanced Ventilation Plan; Maintenance Plan; disclosure to buyers and renters	Project sponsor and the ERO.	Ongoing during operation
Disclosure to Renters. The project sponsor shall also ensure the disclosure to buyers (and renters) that the building is located in an area with existing sources of air pollution and as such, the		Project sponsor and contractor	Prior to receipt of a building permit	Enhanced Ventilation Plan; Maintenance Plan; disclosure to buyers and renters	Project sponsor and the ERO.	Ongoing during operation



**MONITORING AND REPORTING PROGRAM**

Adopted Mitigation Measures	Responsibility for Implementation	Monitoring and Reporting Program		
		Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility Monitoring Schedule

building includes an air filtration and ventilation system designed to remove 80 percent of outdoor particulate matter and shall inform occupants of the proper use of the installed air filtration system.

**HAZARDS AND HAZARDOUS MATERIALS**

**Mitigation Measure M-HZ-2.1 – Testing and Removal of Hazardous Building Materials. [Applies to growth in the study areas and at PS-1, PS-2, PS-3, PS-4, and PS-6: Impacts HZ-2.1, HZ-2.2, HZ-2.3, and C-HZ-1]** AAU shall ensure that for any existing building where tenant improvements are planned, the building is surveyed for hazardous building materials including PCB-containing electrical equipment, fluorescent light ballasts containing PCBs or DEHP, and fluorescent light tubes containing mercury vapors. The results of testing shall be provided to DBL. The materials not meeting regulatory standards shall be removed and properly disposed of prior to the start of tenant improvements for buildings in the study areas. Old light ballasts that are removed during renovation shall be evaluated for the presence of PCBs. In the case where the presence of PCBs in the light ballast cannot be verified, the light ballast shall be assumed to contain PCBs and handled and disposed of as such, according to applicable laws and regulations. Any other hazardous building materials identified either before or during demolition or renovation shall be abated according to federal, state, and local laws and regulations.

Project sponsor and contractor	Prior to building improvements	Ensure hazardous materials are properly disposed	Project sponsor; contractor; Department of Building Inspection (DBI)	Considered complete when equipment containing PCBs or DEHP or other hazardous materials are properly disposed
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## **Exhibit D**

### **List of Approvals**

#### ***Board of Supervisors***

1. Approval of Development Agreement, Planning and Administrative Code Waivers, Exemptions and Findings of Consistency and Planning Code Amendments (Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2019).
2. Adopting CEQA Findings and Statement of Overriding Considerations (Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2019).

#### ***Planning Commission***

1. Certification of the Final Environmental Impact Report (Motion No. 19704, adopted July 28, 2016).
2. Adopting CEQA Findings (including a Statement of Overriding Considerations), and a Mitigation Monitoring and Reporting Program (Motion No. \_\_\_\_\_, adopted \_\_\_\_\_, 2019).
3. Approval of master Conditional Use Authorization authorizing the Stephens Institute and/or the LLC Parties proposed uses at certain Academy properties, as well as property-specific Planning Code exceptions and modifications required for such uses (Motion No. \_\_\_\_\_, adopted \_\_\_\_\_, 2019)
4. Recommendation to the Board of Supervisors to approve a Development Agreement among the City, Stephens Institute, and LLC Parties (Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2019).
5. Recommendation to the Board of Supervisors to approve Planning and Administrative Code Waivers, Exemptions and Findings of Consistency and Planning Code Amendments. (Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2019).

#### ***Historic Preservation Commission***

1. Approval of master Permit to Alter for those Academy Properties subject to Article 11 of the Planning Code (Motion No. \_\_\_\_\_, adopted \_\_\_\_\_, 2019)
2. Approval of master Certificate of Appropriateness for those Academy Properties subject to Article 10 of the Planning Code (Motion No. \_\_\_\_\_, adopted \_\_\_\_\_, 2019)
3. Adopting CEQA Findings (including a Statement of Overriding Considerations), and a Mitigation Monitoring and Reporting Program (Motion No. \_\_\_\_\_, adopted \_\_\_\_\_, 2019).

4. Recommendation to the Board of Supervisors to approve a Development Agreement among the City, Stephens Institute, and LLC Parties (Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2019).

5. Recommendation to the Board of Supervisors to approve Planning and Administrative Code Waivers, Exemptions and Findings of Consistency and Planning Code Amendments. (Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2019).

## Exhibit E

### Schedule of Performance

Section 1. Approvals as Condition Precedent to Development Agreement. The Approvals outlined on Exhibit D represent conditions precedent to the effectiveness of this Agreement. In connection with the application for the Master CU, the Stephens Institute and LLC Parties have submitted to the City detailed architectural plans dated \_\_\_\_\_, 2019 and memorialized as Exhibit B to Planning Commission Motion No. \_\_\_\_\_, approving Master CU Application No. 2019-012970CUA outlining the scope of work the Stephens Institute and LLC Parties are required to complete for each Academy Property, as included in the Master CU application. (“**Scope of Work Plans**”).

Section 2. Building Permit Submittal. The Stephens Institute and the LLC Parties must submit to the City complete building permit applications, as well as any applications to PW and SFMTA required for approval of any improvements in the public right of way, required to implement the Scope of Work Plans within sixty (60) days after the Effective Date, provided, however, for the property commonly known as 1946 Van Ness Street, the Stephens Institute and the LLC Parties shall submit a complete building permit application within twelve (12) months after the Effective Date.

For each property, the Academy shall submit a single building permit, which shall detail any permitted phasing of the work in accordance with the Schedule of Performance. Upon completion of any phase, the Academy will provide notification to the City containing reasonable documentation of the completion of work and shall promptly accommodate City requests for inspection. For avoidance of doubt, the Academy's completion of a Phase below shall not be tied to a requirement that a given building permit be finally closed by the Department of Building Inspection and, instead, building permits contemplated in this section shall be closed in the ordinary course of Department of Building Inspection practice.

In performing the Scope of Work under this Agreement the Academy shall comply with all applicable Laws.

Section 3. City Approval of Building Permit Applications. The City shall approve each of the building permits, described in Section 2 above, within four (4) months of each such building permit submittal to the City. The Stephens Institute and LLC Parties’ substantial completion deadlines for each property described in Section 4 below shall not begin to run until all Later Approvals for that property have been approved by the City.

Section 4. Stephens Institute and LLC Parties Schedule of Performance.

#### 4.1 Phase One.

(a) For each Scope of Work Plan, Phase One shall consist of:

- (i) all interior building improvements required to accommodate each specific building's change of use;
- (ii) all work connected to approved signage, including removal of any unpermitted signage; and
- (iii) any improvements or alterations in the public right of way adjacent to the building.

(b) The Stephens Institute, or applicable LLC Party, shall substantially complete Phase One within eight (8) months of the date of the issuance of all required Approvals and Later Approvals for work required to be completed under this Agreement for each individual property.

#### 4.2 Phase Two.

(a) Phase Two shall consist of all exterior building alterations, including all building repair and restoration work, and window replacements, included in the Scope of Work Plans except for the approved signage work required under Phase One and all work required under Phase Three. To be clear, Phase Two shall also include building repairs and restoration work, and window replacements at all properties except 58-60 Federal Street.

(b) The Stephens Institute, or applicable LLC Party, shall substantially complete Phase Two within fourteen (14) months from the issuance of all required Approvals and Later Approvals for work required to be completed under this Agreement for each individual property.

#### 4.3 Phase Three.

(a) Phase Three shall consisted of all improvements in the Scope of Work Plans related to external lighting, security cameras, and electrical conduit, and all improvements in the Scope of Work Plan for the property commonly known as 58 Federal Street.

(b) The Stephens Institute, or applicable LLC Party, shall substantially complete Phase Three within twenty (20) months from the issuance of all required Approvals and Later Approvals for work required to be completed under this Agreement for each individual property.

#### 4.4 1946 Van Ness Avenue.

The Stephens Institute, or applicable LLC Party, must complete all work associated with the 1946 Van Ness Avenue Scope of Work Plan on the timeframe allotted in DBI's initial approval of the building permit application associated with the property commonly known as 1946 Van Ness Avenue. For the avoidance of doubt, DBI's timeframe for the completion of the work associated with 1946 Van Ness Avenue shall be consistent with other similarly situated properties. The Stephens Institute, and applicable LLC Party, must seek approval by the Planning Department for any extension of such time allotted by DBI through the initial permit issuance. Such approval shall be reasonably given by the Planning Department and issued within thirty (30) days from the

Academy's written submittal of a request for such approval to the Planning Department. If the Planning Department fails to respond within such timeframe, the Planning Department shall be deemed to have approved such extension.

4.5                    2550 Van Ness Avenue.

Notwithstanding Sections 4.1 through 4.3 above, the Stephens Institute, or applicable LLC Party, shall substantially complete all work associated with the 2550 Van Ness Avenue Scope of Work Plan within twelve (12) months from the issuance of all required Approvals and Later Approvals for work required to be completed under this Agreement for the property commonly known as 2550 Van Ness Avenue.

4.6                    Withdrawn Buildings.

On or before the Effective Date, the Academy shall have withdrawn all Stephens Institute use from the below listed properties:

700 Montgomery Street

168 Bluxome Street

1055 Pine Street

The Academy shall withdraw all Stephen Institute use from the below listed properties within six (6) months following the Effective Date, subject to the City's approval of Stephen's Institute use in 701 Chestnut Street pursuant to Section 3.2.1(c)(1) of the Development Agreement:

1069 Pine Street

701 Chestnut Street

2340 Stockton Street

460 Townsend Street

150 Hayes Street

121 Wisconsin Street

4.7                    Withdrawal of Certain Applications. Within thirty (30) days of the Effective Date, the Academy will irrevocably withdraw the building permits and conditional use applications listed in Schedule 2.

Section 5. Vacation of Academy Properties. The Stephens Institute, and LLC Parties, shall be determined to have met the schedule of performance in the event any building subject to this Agreement is vacated before the Academy completes the work required pursuant to the Scope of

Work Plan for that property so long as all remaining work to the exterior of the building required pursuant to the elevation sheets on the Scope of Work Plan for properties identified as Category A historic resources and/or subject to Articles 10 or 11 of the Planning Code, and not specifically tied to the change or use of the property, has been completed, or such work has been contractually assumed by the Transferee, before such Transfer occurs, under a document in form and substance reasonably approved by the City and such Transfer is permitted under the Development Agreement. Any such assumption shall require the Transferee to complete the work on the timelines found in this Schedule of Performance. Buildings voluntarily vacated by the Academy shall retain their last legal land use designation as of the time they are vacated and subsequent entities shall not be entitled to the changes of use designations, permitted uses, and/or conditional use authorizations to be granted under this Agreement; however, nothing in this paragraph shall limit any subsequent owner's ability to seek a change of use, entitlement, or related permits in accordance with applicable Laws, outside the context of the Development Agreement. The Stephens Institute, and applicable LLC Party, shall provide written notice of their intent to vacate, or Transfer, any such building to the Planning Director and the City Attorney at least thirty (30) days before doing so.

**Section 6. Unforeseen Circumstances.** The Parties understand that unforeseen circumstances may arise that will render this Schedule of Performance impractical, impossible, or overly burdensome due to unforeseen material increases in cost, scope of work, or material operational complications, in each instance entirely outside of the Academy's control, including, but not limited, to technical building permit requirements that substantially increase the scope of work beyond that contemplated in this Schedule of Performance. If such an event arises the Academy and LLC parties will provide written notice to the Planning Director, the City Attorney and the Director of DBI within 30 days requesting an extension ("**Extension Notice**"). Upon receipt, and in no event less than two (2) weeks after receipt of the Extension Notice, the DBI Director may recommend an extension to the Planning Director based on the reasonable and customary amount of time required to complete the work required under the given circumstances. The Planning Director may thereafter grant or deny the extension. The Planning Director shall issue a written notice granting or denying the extension and outlining the extension's length or describing the reasoning for denying such an extension ("**Planning Director Notice**"), within thirty (30) days after the City's receipt of the Extension Notice.

If the Academy disagrees with the Planning Director Notice for any good faith reason, then the Academy, a representative of the Planning Director, a representative of DBI, and a representative of the City Attorney agree to meet and confer in good faith to determine the appropriate extension, if any, to this Schedule of Performance. Such meeting shall occur within thirty (30) days after the issuance of the Planning Director Notice.

If the parties' good faith efforts to meet and confer do not result in resolution of the issue the parties shall attend a settlement conference with the Honorable Judge Harold Kahn (or an agreed upon successor Judge of the Superior Court of California for the County of San Francisco) where the parties will be afforded the opportunity to be heard and present evidence within thirty (30) days after the parties meeting. The parties agree to abide by the determination of the Honorable Judge Harold Kahn (or an agreed upon successor Judge of the Superior Court of California for the County of San Francisco) concerning the resolution of the disputed issue.

It shall not be a default under this Agreement, nor shall the City issue a notice of default for failure to meet any deadline identified in this Schedule of Performance, if the Academy has provided the above written notice, until after such time as the conference before the Judge of the Superior Court described above has been completed. Provided the Academy has acted in good faith, and the delivery of the Extension Notice results in the Academy missing a deadline in this Schedule of Performance, such deadline shall be extended by such time equal to the delivery of the Extension Notice and the final resolution of the issue under this provision.

Section 7. Affordable Housing Public Benefit. As further provided in the Settlement Agreement, the Affordable Housing Public Benefit shall be paid by the LLC Parties, jointly and severally, six (6) months from the Effective Date, subject to Section 3.1 of this Agreement.



**Exhibit F**

Form of Certificate of Use for  
the three Academy Properties that will include Chapter 41 units after Approvals



**CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF BUILDING INSPECTION**

**NO. 2019-004  
DATE ISSUED: October --, 2019**

# **CERTIFICATE OF USE**

**AUTHORIZES THE OPERATION OF**

**0 RESIDENTIAL GUEST ROOMS  
16 TOURIST GUEST ROOMS\***

**AT**

**1153 Bush Street**

**THIS PERMIT IS VALID FROM THE DATE OF ISSUANCE UNTIL REVISED OR REVOKED  
PURSUANT TO CHAPTER 41 OF THE SAN FRANCISCO ADMINISTRATIVE CODE AND THE SAN  
FRANCISCO BUILDING CODE.**

**PLEASE NOTE THAT THE "RESIDENTIAL AND TOURIST" TERMS INDICATED ABOVE ARE SAN FRANCISCO ADMINISTRATIVE CODE, CHAPTER  
41 DESIGNATIONS ONLY. THESE DESIGNATIONS DO NOT SUPERSEDE THE REQUIREMENTS OF ANY OTHER CITY CODES.**

**\*Pursuant to the \_\_\_\_\_, 20\_\_ Development Agreement by and among the City and County of San Francisco and the Stephens Institute, dba  
Academy of Art University and the LLC Parties ("Development Agreement"), the HCO designations of the guest rooms at 1053 Bush Street are as  
follows: 16 Group Housing bedrooms with a Student Housing use characteristic not subject to Administrative Code Chapter 41.**

**DIRECTOR OF THE DEPARTMENT OF BUILDING INSPECTION**  
**Tom Hui, S.E., C.B.O.**



CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF BUILDING INSPECTION

NO. 2019-003  
DATE ISSUED: October --, 2019

# CERTIFICATE OF USE

AUTHORIZES THE OPERATION OF

0 RESIDENTIAL GUEST ROOMS  
15 TOURIST GUEST ROOMS\*

AT

1080 Bush Street

THIS PERMIT IS VALID FROM THE DATE OF ISSUANCE UNTIL REVISED OR REVOKED  
PURSUANT TO CHAPTER 41 OF THE SAN FRANCISCO ADMINISTRATIVE CODE AND THE SAN  
FRANCISCO BUILDING CODE.

PLEASE NOTE THAT THE "RESIDENTIAL AND TOURIST" TERMS INDICATED ABOVE ARE SAN FRANCISCO ADMINISTRATIVE CODE, CHAPTER  
41 DESIGNATIONS ONLY. THESE DESIGNATIONS DO NOT SUPERSEDE THE REQUIREMENTS OF ANY OTHER CITY CODES.

\*Pursuant to the \_\_\_\_\_, 20\_\_ Development Agreement by and among the City and County of San Francisco and the Stephens Institute, dba  
Academy of Art University and the LLC Parties ("Development Agreement"), the HCO designations of the guest rooms at 1080 Bush Street are as  
follows: 15 Units are Group Housing bedrooms with a Student Housing use characteristic and 42 apartments/dwelling units; the Group Housing  
and apartments/dwelling units at 1080 Bush are not subject to Administrative Code Chapter 41.

DIRECTOR OF THE DEPARTMENT OF BUILDING INSPECTION

Tom Hui, S.E., C.B.O.



CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF BUILDING INSPECTION

NO. 2019-002  
DATE ISSUED: October --, 2019

# CERTIFICATE OF USE

AUTHORIZES THE OPERATION OF

89 RESIDENTIAL GUEST ROOMS\*  
0 TOURIST GUEST ROOMS

AT

860 Sutter Street

THIS PERMIT IS VALID FROM THE DATE OF ISSUANCE UNTIL REVISED OR REVOKED  
PURSUANT TO CHAPTER 41 OF THE SAN FRANCISCO ADMINISTRATIVE CODE AND THE SAN  
FRANCISCO BUILDING CODE.

PLEASE NOTE THAT THE "RESIDENTIAL AND TOURIST" TERMS INDICATED ABOVE ARE SAN FRANCISCO ADMINISTRATIVE CODE, CHAPTER  
41 DESIGNATIONS ONLY. THESE DESIGNATIONS DO NOT SUPERSEDE THE REQUIREMENTS OF ANY OTHER CITY CODES.

\*Pursuant to the \_\_\_\_\_, 20\_\_ Development Agreement by and among the City and County of San Francisco and the Stephens Institute, dba  
Academy of Art University and the LLC Parties ("Development Agreement"), the HCO designations of the guest rooms at 860 Sutter Street are as  
follows: 89 Residential Guest Rooms subject to Administrative Code Chapter 41; 0 Tourist Guest Rooms.

DIRECTOR OF THE DEPARTMENT OF BUILDING INSPECTION

Tom Hui, S.E., C.B.O.

*FRAME AND POST IN PLAIN VIEW*

**Exhibit G**

**Form of Notice of Special Restrictions for SRO Units in  
1153 Bush Street, 1080 Bush Street and 860 Sutter Street**

**RECORDING REQUESTED BY:**

**When Recorded Mail Document  
and Tax Statement To:**

---

APN: Block 0280, Lot 026      SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY  
Address: 1153 Bush, San Francisco, CA

**NOTICE OF SPECIAL RESTRICTIONS**

We, **OWNER NAME**, the owner of that certain real property situated in the City and County of San Francisco, State of California (the "Property") and more particularly described as follows:

Being Assessor's **Block 0280, Lot 026, commonly known as 1153 Bush Street**, hereby give notice that there are special restrictions on the use of said property under Chapter 41 of the San Francisco Administrative Code ("HCO")

Said Restrictions are the conditions for which a change of the certified guestroom designations under the HCO shall be allowed at the Property, 860 Sutter, and 1080 Bush. The prior legal use of the residential hotel located at 860 Sutter Street, was 39 Tourist guest rooms and 50 Residential guest rooms without kitchens, with shared, communal and private bathrooms, and communal kitchen space. The prior legal use of the apartment building/residential hotel located at 1080 Bush Street, was 15 Residential guest rooms without kitchens and 42 apartments/dwelling units. The prior legal use of the residential hotel located at 1153 Bush Street was 14 Residential guest rooms without kitchens, and 1 dwelling unit. Under the \_\_\_\_\_, 20\_\_ Development Agreement by and among the City and County of San Francisco and the Stephens Institute, dba Academy of Art University and the LLC Parties ("Development Agreement"), it has been proposed that the HCO designations of the guest rooms at the three subject buildings be changed as follows: 860 Sutter Street has 89 Residential guest rooms under Administrative Code Chapter 41 entitled under the Planning Code as Group Housing bedrooms with a Student Housing use characteristic; 1080 Bush has 15 Group Housing bedrooms with a Student Housing use characteristic and 42

apartments/dwelling units not subject to Administrative Code Chapter 41; 1153 Bush Street has 16 Group Housing bedrooms with a Student housing use characteristic not subject to Administrative Code Chapter 41. As part of the Development Agreement, Owner agrees to the following restrictions and conditions for the Property in perpetuity:

1. The number of guest rooms, the floor plan of the guest rooms, the space and layout of the common areas shall not be altered, reduced, or changed without prior authorization by the Department of Building Inspection and, as applicable, by the Department of Planning.
2. Individual kitchens may not be added to the guest rooms at the Property without prior authorization by the Department of Planning and the Department of Building Inspection as required by City codes.
3. Aside from those exceptions specifically noted in the Development Agreement, the Property shall be subject to all local laws and ordinances, including but not limited to the San Francisco Building Code, the San Francisco Planning Code, the San Francisco Electrical Code, the San Francisco Existing Building Code, the San Francisco Green Building Code, the San Francisco Housing Code, the San Francisco Mechanical Code, the San Francisco Plumbing Code, and the San Francisco Rent Stabilization and Arbitration Ordinance.

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

\_\_\_\_\_  
**OWNER**

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

\_\_\_\_\_  
**OWNER**

**RECORDING REQUESTED BY:**

**When Recorded Mail Document  
and Tax Statement To:**

APN: Block 0276, Lot 015      SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY  
Address: 1080 Bush, San Francisco, CA

**NOTICE OF SPECIAL RESTRICTIONS**

We, **OWNER NAME**, the owner of that certain real property situated in the City and County of San Francisco, State of California (the "Property") and more particularly described as follows:

Being Assessor's **Block 0276, Lot 015, commonly known as 1080 Bush Street**, hereby give notice that there are special restrictions on the use of said property under Chapter 41 of the San Francisco Administrative Code ("HCO")

Said Restrictions are the conditions for which a change of the certified guestroom designations under the HCO shall be allowed at the Property, 860 Sutter, and 1153 Bush. The prior legal use of the residential hotel located at 860 Sutter Street was 39 Tourist guest rooms and 50 Residential guest rooms without kitchens, with shared, communal and private bathrooms, and communal kitchen space. The previous legal use of the apartment building/residential hotel located at 1080 Bush Street, was 15 Residential guest rooms without kitchens and 42 apartments/dwelling units. The previous legal use of the residential hotel located at 1153 Bush Street was 14 Residential guest rooms without kitchens, and 1 dwelling unit. Under the \_\_\_\_\_, 20\_\_ Development Agreement by and among the City and County of San Francisco and the Stephens Institute, dba Academy of Art University and the LLC Parties ("Development Agreement"), it has been proposed that the HCO designations of the guest rooms at the three subject buildings be changed as follows: 860 Sutter Street has 89 Residential guest rooms under Administrative Code Chapter 41 and entitled under the Planning Code as Group Housing bedrooms with a Student Housing use characteristic; 1080 Bush has 15 Group Housing bedrooms with a Student Housing use characteristic and 42 apartments/dwelling units not subject to Administrative Code Chapter 41; 1153 Bush Street has 16 Group Housing bedrooms with a Student Housing use characteristic not subject to Administrative Code Chapter 41. As part of the Development Agreement, Owner agrees to the following restrictions and conditions for the Property in perpetuity:

1. The number of guest rooms, the floor plan of the guest rooms, the space and layout of the common areas shall not be altered, reduced, or changed without prior authorization by the Department of Building Inspection and, as applicable, by the Department of Planning.

2. Individual kitchens may not be added to the guest rooms at the Property without prior authorization by the Department of Planning and the Department of Building Inspection as required by City codes.
3. Aside from those exceptions specifically noted in the Development Agreement, the Property shall be subject to all local laws and ordinances, including but not limited to the San Francisco Building Code, the San Francisco Planning Code, the San Francisco Electrical Code, the San Francisco Existing Building Code, the San Francisco Green Building Code, the San Francisco Housing Code, the San Francisco Mechanical Code, the San Francisco Plumbing Code, and the San Francisco Rent Stabilization and Arbitration Ordinance.

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

\_\_\_\_\_  
**OWNER**

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

\_\_\_\_\_  
**OWNER**

**RECORDING REQUESTED BY:**

**When Recorded Mail Document  
and Tax Statement To:**

APN: Block 0281, Lot 006      SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY  
Address: 860 Sutter, San Francisco, CA

**NOTICE OF SPECIAL RESTRICTIONS**

We, **OWNER NAME**, the owner of that certain real property situated in the City and County of San Francisco, State of California (the "Property") and more particularly described as follows:

Being Assessor's **Block 0281, Lot 006, commonly known as 860 Sutter Street**, hereby give notice that there are special restrictions on the use of said property under Chapter 41 of the San Francisco Administrative Code ("HCO")

Said Restrictions are the conditions for which a change of the certified guestroom designations under the HCO shall be allowed at the Property, 1080 Bush, and 1153 Bush. The previous legal use of the residential hotel located at 860 Sutter Street was 39 Tourist guest rooms and 50 Residential guest rooms without kitchens, with shared, communal and private bathrooms, and communal kitchen space. The previous legal use of the apartment building/residential hotel located at 1080 Bush Street, was 15 Residential guest rooms without kitchens and 42 apartments/dwelling units. The previous legal use of the residential hotel located at 1153 Bush Street was 14 Residential guest rooms without kitchens, and 1 dwelling unit. Under the \_\_\_\_\_, 20\_\_ Development Agreement by and among the City and County of San Francisco and the Stephens Institute, dba Academy of Art University and the LLC Parties ("Development Agreement"), it has been proposed that HCO designations of the guest rooms at the three subject buildings be changed as follows: 860 Sutter Street has 89 Residential guest rooms under Administrative Code Chapter 41 and entitled under the Planning Code as Group Housing bedrooms with a Student Housing use characteristic; 1080 Bush has 15 Group Housing bedrooms with a Student Housing use characteristic and 42 apartments/dwelling units not subject to Administrative Code Chapter 41; 1183 Bush Street has 16 Group Housing bedrooms with a Student housing use characteristic not subject to Administrative Code Chapter 41. As part of the Development Agreement, Owner agrees to the following restrictions and conditions for the Property in perpetuity:

1. All 89 guest rooms at the Property are Residential guest units as defined by the HCO, and subject to all requirements/conditions/regulations of the HCO ordinance. These 89 guest



rooms shall be governed by the HCO in perpetuity unless a Permit to Convert is obtained in accordance with the HCO.

2. Aside from those exceptions specifically noted in the Development Agreement, the Property shall be subject to all local laws and ordinances, including but not limited to the San Francisco Building Code, the San Francisco Electrical Code, the San Francisco Existing Building Code, the San Francisco Green Building Code, the San Francisco Housing Code, the San Francisco Mechanical Code, the San Francisco Plumbing Code, and the San Francisco Rent Stabilization and Arbitration Ordinance.
3. The number of guest rooms, the floor plan of the guest rooms, the space and layout of the common areas shall not be altered, reduced, or changed without prior authorization by the Department of Building Inspection and, as applicable, by the Department of Planning. Individual kitchens may not be added to the guest rooms at the Property.

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

\_\_\_\_\_  
**OWNER**

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

\_\_\_\_\_  
**OWNER**

## Schedule 1

### Impact Fee and Extraction Schedule

#### Academy of Art Development Impact Fees

Address	Estimated TSF/TIDF Fee	Estimated Residential Child Care Fee	Estimated EN Fee	EIR Transit Mitigation Fair Share Fee	Estimated Total Fee Payment	Description of Change in Use, Other Notes
601 Brannan St.	\$ 75,663.00				\$ 75,663.00	Office to PSEI use
58-60 Federal St.	\$ 76,209.30				\$ 76,209.30	Office to PSEI use
2225 Jerrold Ave.	\$ 133,040.88				\$ 133,040.88	PDR to Institutional use (for community facility)
2801 Leavenworth St.	\$ 76,209.30			\$ 1,474,986.48	\$ 1,551,195.78	Office to PSEI use (partial change in use at 2nd and 3rd floors)
1727 Lombard St.		\$ 5,181.65			\$ 5,181.65	Non-residential to Residential
77 New Montgomery St.	\$ 126,580.50				\$ 126,580.50	Office to PSEI use
180 New Montgomery St.	\$ 168,999.30				\$ 168,999.30	Office to PSEI use
410 Bush St.	\$ 23,187.60				\$ 23,187.60	Non-residential to Residential
620 Sutter St.		\$ 20,122.72			\$ 20,122.72	Non-residential to Residential
817-831 Sutter St.		\$ 15,322.06			\$ 15,322.06	Non-residential to Residential
860 Sutter St.		\$ 4,477.78			\$ 4,477.78	Non-residential to Residential
468 Townsend St.			\$ 510,328.91		\$ 510,328.91	PDR to Institutional use
2211 Van Ness Ave.		\$ 401.10			\$ 401.10	Non-residential to Residential
2550 Van Ness Ave.		\$ 22,934.73			\$ 22,934.73	Non-residential to Residential
Student Housing Metering Fee					\$ 7,128.00	calculated for 9 properties at rate of \$792 per property
Class 1 Bike Parking In-lieu Fee					\$ 77,859.00	calculated based on maximum deficiency of 150 Class 1 spaces, at rate of \$519.06 per space
TOTALS	\$ 1,682,362.26	\$ 68,440.04	\$ 510,328.91	\$ 1,474,986.48	\$ 3,821,104.69	

## **Schedule 2**

### **Schedule of Withdrawn Building Permits and Withdrawn Conditional Use Applications**

- 860 Sutter
  - Building Permit Number 201009130696
- 410 Bush
  - Building Permit Number 201108098351
- 601 Brannan
  - Building Permit Number 2011006084046
  - Building Permit Number 201006084045
- 180 New Montgomery
  - Building Permit Number 201312043363
  - Building Permit Number 201312043359
- 1916 Octavia
  - Building Permit Number 201105095664
  - Building Permit Number 201105095670
- 2211 Van Ness
  - Building Permit Number 200804028568
- 58 Federal
  - Building Permit Number 201006084048
  - Building Permit Number 201006084047
- 625 Polk
  - Building Permit Number 201212075767
- 1055 Pine
  - Conditional Use Authorization Number 2007.1074C
  - Building Permit Number 201406107946
- 1069 Pine
  - Conditional Use Authorization Number 2007.1075C
- 2295 Taylor
  - Conditional Use Authorization Number 2007.1079C
  - Building Permit Number 201005051799
- 700 Montgomery
  - Conditional Use Authorization Number 2016.010637CUA
  - Certificate of Appropriateness Number 2016.012033COA
- 2340 Stockton
  - Building Permit Number 201211134025

**EXHIBIT E TO SETTLEMENT AGREEMENT**

**GUARANTY**

*(ATTACHED)*

## GUARANTY

This **GUARANTY** is given as of \_\_\_\_\_, 2019, by the persons and entities listed on Exhibit A attached hereto and made a part hereof, jointly and severally (collectively, "**Guarantor**" and each a "**Guarantor Entity**"), to the City and County of San Francisco, a municipal corporation and charter city and county of the State of California ("**City**") located at 1 Dr. Carlton B. Goodlett Place, San Francisco, California 94102.

## RECITALS

**WHEREAS**, City, the Stephens Institute, a California corporation doing business as the Academy of Art University (the "**Academy**") and the persons and/or entities listed on Exhibit B attached hereto and made a part hereof (each an "**LLC Party**" and collectively, the "**LLC Parties**"), have entered into a Development Agreement, dated \_\_\_\_\_, 2019 (the "**Development Agreement**"), and a Settlement Agreement, dated \_\_\_\_\_, 2019 (the "**Settlement Agreement**" and, together with the Development Agreement, the "**Agreements**"), wherein the LLC Parties are required to perform certain obligations for the benefit of the City as set forth in the Agreements; and

**WHEREAS**, City authorization of the Agreements is contingent on certain of such obligations under the Settlement Agreement as more particularly described on Exhibit C attached hereto and made a part hereof (collectively, the "**Guaranteed Obligations**") being guaranteed by Guarantor as set forth in this Guaranty; and

**WHEREAS**, Guarantor will directly or indirectly benefit from the Academy's interest in the Agreements and deems it to be in Guarantor's best interest to provide this Guaranty to City; and

**WHEREAS**, Guarantor is willing to guarantee the Guaranteed Obligations under the terms set forth below.

**NOW THEREFORE**, in consideration of the above premises and the mutual promises and covenants contained below (which Guarantor acknowledges constitute adequate consideration for its obligations hereunder) Guarantor, intending to be legally bound, agrees as follows:

1. Obligations of Guarantor. Guarantor unconditionally and irrevocably guarantees to City the due and punctual payment (and not merely the collectability) and performance, as applicable, of the Guaranteed Obligations as and when the same shall become due and/or payable, on the terms provided in this Guaranty. In addition, Guarantor shall pay, and upon City request shall reimburse City promptly for, all reasonable costs and expenses actually and reasonably incurred by City to enforce City's rights, powers or remedies under this Guaranty (including, without limitation, reasonable collection charges and Attorneys' Fees and Costs (as defined below)) (together with any late payment interest on amounts due as set forth below). With respect to Guaranteed Obligations any amount due and payable by Guarantor under this Guaranty but not paid within forty-five (45) days after receipt of City's written demand therefor shall be accompanied by interest on such amounts at the lesser of ten percent (10%) per annum

or the maximum amount permitted by law, calculated from the date of Guarantor's receipt of City's written demand therefor through and including the date of payment of such amounts (calculated on the basis of a 365-day year and for the actual number of days elapsed).

2. Duration. This Guaranty shall continue in force until all Guaranteed Obligations are paid in full to City or the Agreements are terminated. City shall not be bound or obligated to exhaust its recourse against the LLC Parties or other persons or take any other action before being entitled to demand performance by Guarantor hereunder. This Guaranty shall continue to be effective even in the event of the insolvency, bankruptcy or reorganization of an LLC Party. This Guaranty will also survive and be binding upon Guarantor following any merger, reorganization, consolidation or other change in Guarantor's structure, personnel, business or affairs.

3. Remedies of City. The rights and remedies of City under this Guaranty are cumulative and concurrent and shall not be exclusive of any other rights or remedies that City may have against an LLC Party, Guarantor or any other person. No set-off, counterclaim, reduction or diminution of an obligation or any defense of any kind or nature that Guarantor has or may have against the, an LLC Party or City shall affect, modify or impair the obligations of Guarantor under this Guaranty.

4. Waivers. Guarantor hereby waives: (a) notice of acceptance of this Guaranty; (b) demand of payment, notice of nonperformance, notice of dishonor, presentation, protest, and indulgences and (except as specifically provided in this Guaranty) notices of any kind whatsoever; (c) any right to assert or plead any statute of limitations relating to this Guaranty, the Agreements (and Guarantor agrees that any act that tolls any statute of limitations applicable to the Agreements will operate similarly to toll the statute of limitations applicable to Guarantor's liability for the Guaranteed Obligations); (d) any right to require City to proceed against the LLC Parties, the Academy or any other person or entity liable to City except to the extent expressly set forth in the Agreements; (e) any right to require City to pursue or enforce any remedy that City now has or may later have against the LLC Parties, the Academy or any other person or entity; (f) any right to participate in any security now or later held by City; and (h) any defense that may arise by the reason of: (1) the incapacity, lack of authority, death, disability or other defense of the LLC Parties, the Academy or any other person or entity (other than satisfaction of the applicable Guaranteed Obligations or the applicable Guaranteed Obligations are not then due; (2) the revocation or repudiation of this Guaranty by Guarantor; (3) failure of City to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of the LLC Parties, the Academy or any others; (4) any election by City in any proceeding instituted under the United States Bankruptcy Code, as amended (11 U.S.C. §§ 101, *et seq.*); (5) any borrowing or granting of a security interest under section 364 of the United States Bankruptcy Code; (6) City's election of any remedy against Guarantor, the LLC Parties or the Academy or any other party to the extent permitted hereunder or under the Agreements, as applicable; (7) City's taking, modification, or releasing of any collateral or guarantees, or any failure to perfect any security interest in, or the taking of or failure to perfect any other action with respect to any collateral securing performance of obligations under the Agreements, as applicable; (8) any amendment or modification of the Agreements or related documents, whether or not known or consented to by Guarantor (provided that the Guaranteed Obligations shall not be expanded without the consent of Guarantor); or (9) any offset by Guarantor against any obligation now or later owed to Guarantor by the LLC Parties, the Academy or any other person,

it being the intention of this Guaranty that Guarantor remain liable to the full extent set forth in this Guaranty until the full performance of each and every Guaranteed Obligation, term, condition and covenant of the Agreements to be performed with respect to the Obligations, respectively,. Without limiting the generality of the foregoing, Guarantor expressly waives any and all benefits under California Civil Code sections 2809, 2810, 2819, 2839, 2845, 2846, 2848, 2849, 2850, 2855, 2899 and 3433.

5. Further Assurances. Guarantor agrees to do all such things and execute all such documents as City may consider necessary or desirable to give full effect to this Guaranty and to perfect and preserve the rights and powers of City hereunder. Guarantor acknowledges and confirms that Guarantor itself has established its own adequate means of obtaining from the LLC Parties on a continuing basis all information desired by Guarantor concerning the financial condition of the LLC Parties and that Guarantor will look to the LLC Parties to keep adequately informed of their financial condition.

6. Independent Obligations; Continuing Guaranty; Joint and Several Liability. This Guaranty is a primary and original payment and performance obligation of Guarantor and is absolute, unconditional, continuing and irrevocable.

Each guarantor entity listed in the Agreements (collectively, “**Guarantor Entities**”) shall be jointly and severally liable for the obligations of Guarantor under this Guaranty. However, (a) if any of the Guarantors is a trust, in no event shall the trustees or beneficiaries of such trust be personally liable for the obligations of such trust as a Guarantor, and only the assets of such trust shall be available to satisfy the obligations of such trust as a Guarantor, and (b) if any of the Guarantors is a corporation, partnership or limited liability company, in no event shall the shareholders, partners, members, employees, agents or contractors of such corporation, partnership or limited liability company be personally liable for the obligations of such corporation, partnership or limited liability company as a Guarantor, and only the assets of such corporation, partnership or limited liability company shall be available to satisfy the obligations of such corporation, partnership or limited liability company as a Guarantor.

7. Effect of Bankruptcy. In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law or any judgment, order or decision thereunder, City must rescind or restore any payment, or any part thereof, received by City, any prior release or discharge from the terms of this Guaranty shall be without effect, and this Guaranty will remain in effect as if the payment had not been made to City.

8. Assignment. This Guaranty is for the benefit of City and its successors and assigns, and is binding upon Guarantor. Guarantor may not assign or transfer any of its obligations under this Guaranty, whether by operation of law or otherwise, without the prior written consent of City.

9. Representations and Warranties. Guarantor represents and warrants to City that (a) the execution, delivery and performance of this Guaranty by Guarantor have been duly authorized by all requisite action of Guarantor and do not require the consent of any governmental agency or other third party which has not been obtained, (b) this Guaranty has been duly executed and delivered to City, (c) the incurrence by Guarantor of its obligations under

this Guaranty constitute and will constitute private and commercial acts of Guarantor, and the obligations of Guarantor hereunder will rank at least *pari passu* with all other unsecured indebtedness of Guarantor, (d) Guarantor is subject to civil and commercial law with respect to its obligations under this Guaranty and enjoys no immunity, sovereign or otherwise, from any suit or proceeding, the jurisdiction of any court, recoupment, setoff or legal process (and hereby waives any defense of immunity to the extent available to Guarantor), (e) no taxes are imposed by virtue of Guarantor's execution or delivery of this Guaranty other than any payable by Guarantor and which have already been paid, (f) this Guaranty is in proper legal form for the enforcement of this Guaranty, and (g) no filing, recording or notarization not already made is required, and no tax or other charge not already paid must be paid, on or as a condition to the enforceability of this Guaranty.

10. Payments. All payments by Guarantor under this Guaranty shall be made (a) in U.S. dollars to such account in the United States as City may from time to time designate to Guarantor and (b) free and clear of, and without deduction or withholding for or on account of any present or future income, stamp other taxes or levies, imposts, duties, charges, fees, deductions or withholdings now or hereafter imposed, levied, collected, withheld or assessed by an governmental authority (collectively "**Taxes**"). If any Taxes are required to be withheld from any amounts payable by Guarantor under this Guaranty, the amounts payable shall be increased to the extent necessary to provide the full amount (after payment of all Taxes) owing by Guarantor under this Guaranty.

11. Subrogation. If Guarantor makes any payment to City as a part of the Guaranteed Obligations pursuant to this Guaranty, then Guarantor shall be subrogated to the rights of City against the LLC Parties, the Academy or others with respect to such paid Guaranteed Obligations, and City agrees to take such steps as Guarantor may reasonably request to implement such subrogation (provided Guarantor shall pay City all costs actually incurred with respect thereto pursuant to the Agreements and that City shall not incur any liabilities in taking any such steps).

12. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of California, without regard to any of conflict of laws rule that would require the application of laws other than those of the State of California.

13. Consents.

(a) GUARANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY CALIFORNIA STATE OR FEDERAL COURT SITTING IN SAN FRANCISCO, CALIFORNIA, IN THE UNITED STATES OF AMERICA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY. GUARANTOR WAIVES ANY OBJECTION TO VENUE IN SAN FRANCISCO, CALIFORNIA AND ANY OBJECTION TO ANY ACTION OR PROCEEDING ON THE BASE OF FORUM NON CONVENIENS. FINAL JUDGMENT AGAINST GUARANTOR IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION.



(b) Without releasing, discharging, impairing, or otherwise affecting any obligations of Guarantor under this Guaranty or the validity or enforceability of this Guaranty, City, by action or inaction, in its sole and absolute discretion and without notice to Guarantor, may refuse or fail to enforce all or any portion of City's rights, powers or remedies under this Guaranty, the Agreements or any related documents. City, in its sole and absolute discretion and without notice to Guarantor may additionally: (a) compromise, settle, extend the time for payment or performance of all or any part of the Guaranteed Obligations; and (b) deal in all respects with Guarantor as if this Guaranty were not in effect. It is the intent of the Guarantor and City that Guarantor shall remain liable for the payment and performance of the Guaranteed Obligations and all other obligations guaranteed hereby to the extent set forth herein, notwithstanding any act or thing that might otherwise operate as a legal or equitable discharge of a surety other than payment or performance of the applicable Guaranteed Obligations.

14. Process Agent. Guarantor hereby irrevocably and unconditionally appoints the party(ies) then identified as the addressee(s) for receipt of notices for Guarantor under this Agreement, with offices on the date hereof at the respective addresses set forth in Section 17 below, as its agent for service of process ("**Process Agent**") of any summons or other legal process in any action or proceeding arising out of or relating to this Guaranty, and such agent is hereby authorized and directed to accept such service on behalf of Guarantor. Guarantor shall at all times maintain a Process Agent in the State of California, as a Process Agent to receive service of process. Guarantor shall notify City prior to any change of Process Agent.

15. Partial Invalidity. If any provision of this Guaranty is found by a court of competent jurisdiction to be prohibited, illegal, invalid, inoperable or unenforceable, such prohibition, illegality, invalidity, inoperability shall not affect the remainder thereof or any other clause, provision or section, and each such clause, provision or section shall be deemed to be effective and operative in the manner and to the full extent permitted by law.

16. Attorneys' Fees and Costs. Should either Guarantor or City institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Guaranty, the prevailing party shall be entitled to receive from the losing party court costs incurred by the prevailing party including, without limitation, reasonable expert witness fees and reasonable costs and expenses, travel time and associated costs; transcript preparation fees and costs; document copying expenses; exhibit preparation costs; carrier expenses and postage and communications expenses; such amount as a court or other decision maker may adjudge to be actual and reasonable attorneys' fees for the services rendered to the prevailing party in such action or proceeding; actual and reasonable fees and costs associated with execution upon any judgment or order; and actual and reasonable costs on appeal and any collection efforts (the "**Attorneys' Fees and Costs**"). For purposes of this Guaranty, the Attorneys' Fees and Costs shall include the fees and costs of in-house counsel for City based on the fees regularly charged by private attorneys with the equivalent number of years of professional experience in the subject matter area of the law for which City's services were rendered who practice in the City and County of San Francisco in law firms with approximately the same number of attorneys as employed by the City.

17. Notices. Any demand, notice or other communication under this Guaranty shall be in writing and shall be delivered by hand, send by overnight mail or courier or transmitted by

e-mail. Any communication to City shall be effective upon receipt and shall be delivered or sent to:

John Rahaim  
Director of Planning  
San Francisco Planning Department  
1650 Mission Street, Suite 400  
San Francisco, California 94102  
Email: john.rahaim@sfgov.org

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: Chief Deputy City Attorney, Academy of Art Settlement Agreement  
Email: ronald.flynn@sfcityatty.org  
and to:  
Attn: Chief Assistant City Attorney (Academy)  
email: jesse.smith@sfcityatty.org  
Attn: Deputy City Attorney, Land Use Team (Academy)  
email: kristen.jensen@sfcityatty.org

Any notices sent by City to Guarantor shall be deemed effective upon receipt and shall be delivered or sent to the following address(es) (and/or to such other addresses as Guarantor may identify as its address(es) for receipt of notices under this Guaranty in written notice to City):

If to Guarantor:

The Stephens Institute  
79 New Montgomery Street  
San Francisco, CA 94105  
Attn: Elisa Stephens  
email: EStephens@academyart.edu

With a copy to:

David J. Millstein, Esq.  
Millstein and Associates  
100 The Embarcadero, Penthouse  
San Francisco, CA 94105  
email: dmillstein@millstein-law.com

James Abrams, Esq.  
J. Abrams Law, P.C.  
One Maritime Plaza Suite 1900  
San Francisco, CA 94111  
email: jabrams@abramslaw.com

Joseph Alioto Veronese, Esq.  
700 Montgomery Street  
San Francisco, CA 94111-2104  
email: joe@aliotolg.com

18. Merger of Prior Agreements. Guarantor and City intend that this Guaranty shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. Guarantor and City further intend that this Guaranty shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, prior drafts or changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Guaranty.

19. Interpretation of Guaranty. Unless otherwise specified, whenever in this Guaranty reference is made to any Section, or any defined term, the reference shall be deemed to refer to the Section or defined term of this Guaranty. Any reference to a Section includes all subsections and subparagraphs of that Section. The use in this Guaranty of the words “including”, “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as “without limitation” or “but not limited to”, or words of similar import, is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. In the event of a conflict between the Recitals and the remaining provisions of the Guaranty, the remaining provisions shall prevail. Any titles of the several parts and Sections of this Guaranty are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The masculine, feminine or neutral gender and the singular and plural forms include the others whenever the context requires. References to days, months and years mean calendar days, months and years unless otherwise specified. References to any law, specifically or generally, will mean the law as amended, supplemented or superseded from time to time. The provisions of this Guaranty shall be construed as a whole according to their common meaning and not strictly for or against either Guarantor or City in order to achieve the objectives and purposes of Guarantor and City, regardless of who drafted this Guaranty.

20. Substitute Security.

(a) Substitute Security. If at any time during the period this Guaranty is in effect, the Net Worth of Guarantor Entities in the aggregate falls below Twenty-Five Million Dollars (\$25,000,000) (the “**Net Worth Requirement**”) or Guarantor causes or allows to occur a Significant Change (as defined in Section 20(b) below) (each, a “**Substitute Security Event**”), then Guarantor shall notify City, the LLC Parties and the Academy as soon as reasonably practicable. A Significant Change with respect to one or more Guarantor Entities will not

constitute a Substitute Security Event as long as the Guarantor Entities meet the Net Worth Requirement in the aggregate. For purposes of measuring compliance with the Net Worth Requirement, Net Worth would not include the Net Worth of a Guarantor Entity that caused or allowed to occur a Significant Change described in Section 20(b) (i), (ii), (iii) and (v), and would include the Net Worth of a Guarantor Entity that caused or allowed to occur a Significant Change pursuant to Section 20(b)(iv) below, but only if (A) the sum of each such final non-appealable judgment against one or more Guarantor Entities does not exceed ten percent (10%) of the Guarantor Entities' aggregate Net Worth, or (B) if the sum of each such final non-appealable judgment against one or more Guarantor Entities exceeds ten percent (10%) of the Guarantor Entities' aggregate Net Worth, the Guarantor Entities satisfy or bond the judgments within twenty (20) days. Upon the occurrence of a Substitute Security Event, LLC Parties are required under the Development Agreement to supply City with a substitute guaranty (in the form of this Guaranty), an unconditional letter of credit, or other form of security, in each case: (i) in favor of City; (ii) in form and substance, and issued by persons or entities, reasonably satisfactory to City (including satisfaction of the Net Worth Requirement); (iii) in the amount of one hundred percent (100%) of the Guaranteed Obligations and (iv) to remain in effect until the Guaranteed Obligations are fulfilled ("**Substitute Security**"). If LLC Parties do not supply City with the Substitute Security within the time period required by the Development Agreement, City shall notify Guarantor and Guarantor shall provide such Substitute Security within ten (10) days after City's notice. Failure of City to give notice of LLC Parties' failure to provide the Substitute Security shall not relieve Guarantor of its obligations hereunder. It shall be a default of Guarantor under this Guaranty, and a default of the LLC Parties under the terms of the Development Agreement, if Guarantor fails to provide the Substitute Security within ten (10) days after City's notice. City's sole remedy against Guarantor for Guarantor's failure to provide the Substitute Security in the event the LLC Parties do not provide it as required under the Development Agreement will be to require Guarantor to specifically perform its obligation to provide the Substitute Security and not to seek damages against Guarantor attributable to such failure; however, this limitation on remedies shall apply only to Guarantor's failure to provide the Substitute Security in the event the LLC Parties fail to provide the Substitute Security as required under the Development Agreement, not to City's rights to enforce this Guaranty generally, and shall not limit City's rights against the LLC Parties under the Development Agreement. Upon the LLC Parties or Guarantor providing the Substitute Security required under this Section 20(a), City shall promptly return this Guaranty.

(b) Significant Change. For purposes of Section 20(a) above, "**Significant Change**" means (i) a Guarantor Entity files a petition for bankruptcy, or makes a general assignment for the benefit of its creditors, (ii) a receiver is appointed on account of a Guarantor Entity's insolvency, (iii) a writ of execution or attachment or any similar process is issued or levied against any bank accounts of a Guarantor Entity, or against any substantial portion of any property or assets of a Guarantor Entity, unless a writ of execution is dismissed within ninety (90) days and a writ of attachment is dismissed within thirty (30) days, (iv) a final non-appealable judgment is entered against a Guarantor Entity in an amount in excess of ten percent (10%) of the Guarantor Entity's Net Worth and the Guarantor Entity does not satisfy or bond the judgment within twenty (20) days, or (v) without the consent of a Guarantor Entity, an application for relief is filed against the Guarantor Entity under any federal or state bankruptcy law, unless the application is dismissed within ninety (90) days.

21. Counterparts. This Guaranty may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

22. Exculpation of Academy. Notwithstanding anything to the contrary contained in this Guaranty, in no event shall the Academy be a Guarantor or deemed to be a Guarantor under this Guaranty, and in no event shall the Academy have any liability under this Guaranty.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the date shown above.

\_\_\_\_\_  
SUSANNE STEPHENS

\_\_\_\_\_  
ELISA STEPHENS

\_\_\_\_\_  
SCOTT ALAN STEPHENS

ELISA STEPHENS REVOCABLE TRUST

By: \_\_\_\_\_  
Elisa Stephens, Trustee

STEPHENS FAMILY REVOCABLE TRUST

By: \_\_\_\_\_  
Robert L. Underwood, Trustee

SCOTT ALAN STEPHENS REVOCABLE TRUST

By: \_\_\_\_\_  
Scott Alan Stephens, Trustee

**ACCEPTED AND AGREED:**

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: \_\_\_\_\_  
Michelle Sexton, Deputy City Attorney

## EXHIBIT A

### PERSONS AND/OR ENTITIES COMPRISING GUARANTOR

Susanne Stephens

Elisa Stephens

Scott Alan Stephens

Elisa Stephens Revocable Trust

Stephens Family Revocable Trust

Scott Alan Stephens Revocable Trust

## EXHIBIT B

### LLC PARTIES

1. 601 Brannan Street, LLC, a Delaware limited liability company
2. 60 Federal Street, LLC, a Delaware limited liability company
3. 2801 Leavenworth-Cannery, LLC, a Delaware limited liability company
4. 79 New Montgomery Street, LLC, a Delaware limited liability company
5. 625 Polk Street, LLC, a Delaware limited liability company
6. 491 Post Street, LLC, a Delaware limited liability company
7. 625 Sutter Street, LLC, a Delaware limited liability company
8. 740 Taylor Street, LLC, a Delaware limited liability company
9. S/F 466 Townsd, LLC, a Delaware limited liability company
10. 1835 Van Ness Avenue LLC, a Delaware limited liability company
11. 2151 Van Ness Avenue, LLC, a Delaware limited liability company
12. 1946 Van Ness Avenue, LLC, a Delaware limited liability company
13. 1142 Van Ness Avenue, LLC, a Delaware limited liability company
14. 1080 Bush Street, LLC, a Delaware limited liability company
15. 1153 Bush Street, LLC, a Delaware limited liability company
16. 575 Harrison, LLC, a Delaware limited liability company
17. 1900 Jackson Street, LLC, a Delaware limited liability company
18. 736 Jones Street, LLC, a Delaware limited liability company
19. 1727 Lombard II, LLC, a Delaware limited liability company
20. 1916 Octavia Street, LLC, a Delaware limited liability company
21. 560 Powell Street, LLC, a Delaware limited liability company
22. 620 RSSE, LLC, a Delaware limited liability company
23. 655 Sutter Street, LLC, a Delaware limited liability company
24. 680/688 Sutter Street, LLC, a Delaware limited liability company
25. 825 Sutter Street, LLC, a Delaware limited liability company
26. 860 Sutter Street, LLC, a Delaware limited liability company
27. 2209 Van Ness Avenue, LLC, a Delaware limited liability company
28. 2211 Van Ness Avenue, LLC, a Delaware limited liability company
29. 2550 VNPool, LLC, a Delaware limited liability company
30. 2225 Jerrold Avenue, LLC, a Delaware limited liability company
31. 950 Van Ness Avenue, LLC, a Delaware limited liability company
32. 150 Hayes LLC, a Delaware limited liability company
33. 700 Montgomery Street, LLC, a Delaware limited liability company
34. 1069 Pine Street, LLC, a Delaware limited liability company
35. 701 Chestnut Street, LLC, a Delaware limited liability company
36. 2300 Stockton Street, LLC, a Delaware limited liability company
37. 460 Townsend, LLC, a Delaware limited liability company
38. 1055 Pine Street, LLC, a Delaware limited liability company



## EXHIBIT C

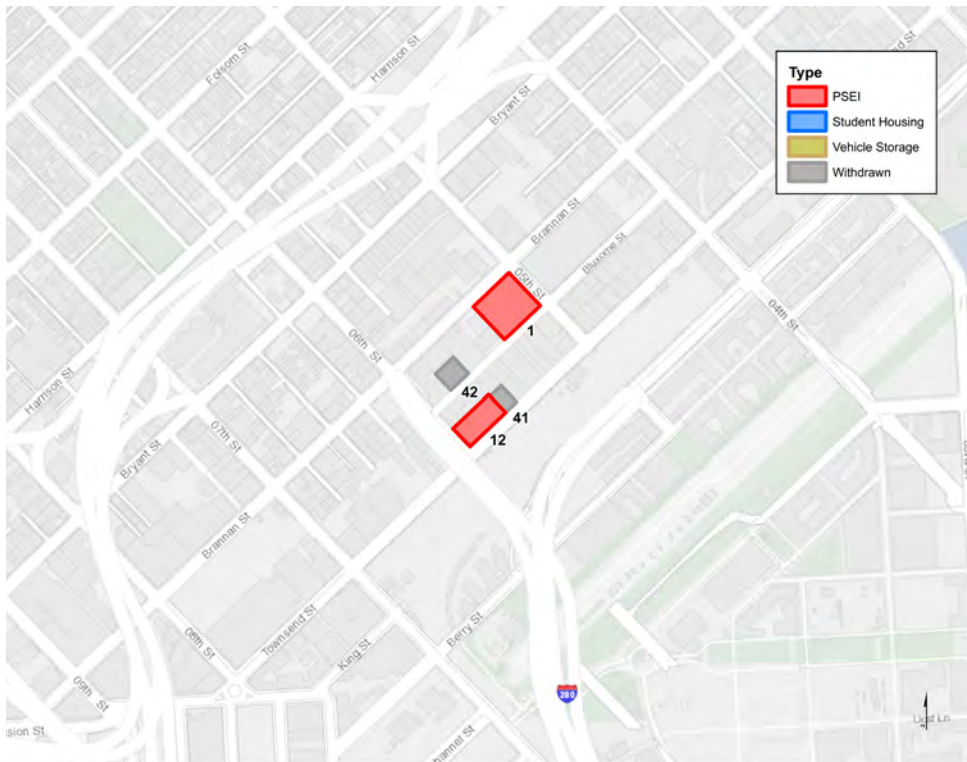
### GUARANTEED OBLIGATIONS

The obligation of the LLC Parties to make the “Settlement Payment” pursuant to Section 2.2.1 of the Settlement Agreement.

# **Exhibit E**

## **Property Summary Sheets**

# SITE #1: 601 BRANNAN STREET



## Zoning Information

**Block/Lot:** 3785 / 132

**Zoning District:** MUG (Mixed Use - General)

**Height and Bulk District:** 160-CS

**Special Use District(s):** Western SoMa, Central SoMa

**Preservation Designation:** Category A

**Supervisor District:** 6

**Neighborhood Group List:** South of Market

## Project Information

**Last Legal Use:** Office

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 84,070 sf

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Legalize change of use from Office to PSEI, with 17 accessory off-street parking spaces
- Reconfiguration of parking lot and basketball court open space
- Fill in of two curb cuts along Brannan St.
- Provision of Class 1 and 2 bicycle parking
- Removal of stucco wall infill and replacement with window with brick sill along Brannan St.
- Removal of film applied to windows to comply with active use requirements
- Exterior alterations (e.g. replacement of light fixtures, concealing conduit)
- Addition of Academy signage

**Discretionary Actions Needed:**

- Conditional Use for PSEI in MUG (§840.32)
- Code exception from active use requirements (§145.1) for Class 1 bicycle parking location



## SITE #2: 410 BUSH STREET



### Zoning Information

**Block/Lot:** 0270 / 007

**Zoning District:** C-3-O (Downtown - Office)

**Height and Bulk District:** 80-130-F

**Special Use District(s):** N/A

**Preservation Designation:** Article 11 (KMMS)

**Supervisor District:** 3

**Neighborhood Group List:** Chinatown

### Project Information

**Last Legal Use:** Office

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 36,510 sf

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

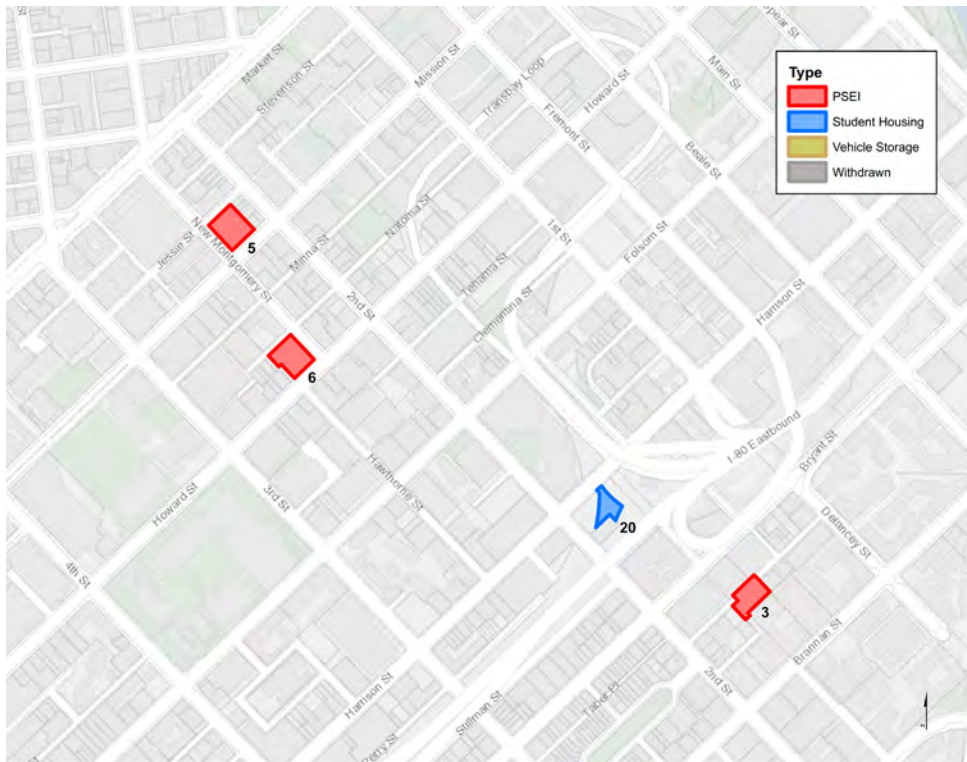
- Legalize change of use from Office to PSEI, with 10 accessory off-street parking spaces
- Provision of Class 1 and 2 bicycle parking
- Partial repainting of building to remove prior signage remnants; two existing projecting signs legal, to remain and no other signage proposed
- Exterior alterations (e.g. replacement of light fixtures, concealing conduit, removal of barbed wire)

**Discretionary Actions Needed:**

- Approval by HPC of Major Permit to Alter (Article 11)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces



## SITE #3: 58-60 FEDERAL STREET



### Zoning Information

**Block/Lot:** 3774 / 074

**Zoning District:** MUO (Mixed Use - Office)

**Height and Bulk District:** 65-X

**Special Use District(s):** N/A

**Preservation Designation:** Article 10 (South End Landmark District)

**Supervisor District:** 6

**Neighborhood Group List:** South of Market

### Project Information

**Last Legal Use:** Office

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 98,313 sf

**Number of Beds Student Housing:** N/A

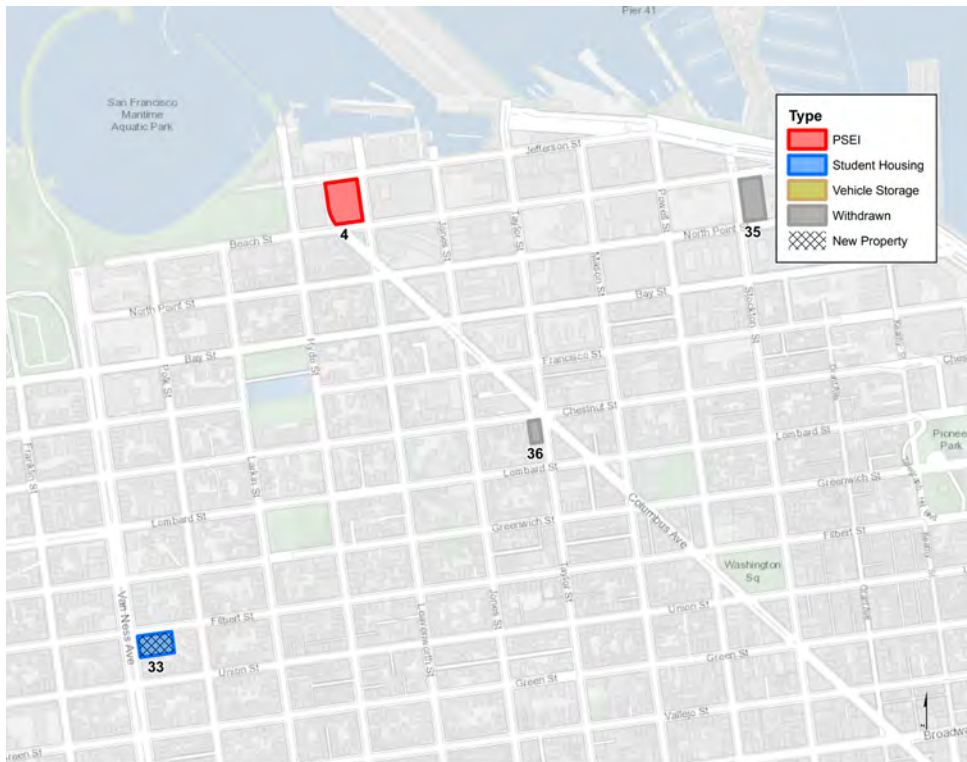
**Proposed Scopes of Work:**

- Legalize change of use from Office to PSEI, with 8 accessory off-street parking spaces
- Provision of Class 1 and 2 bicycle parking
- New steel-frame entry door to replace unpermitted glass door and restore historic character
- New steel windows with true divided lites in existing rough openings to match historic character; enlarged openings to be legalized, except as noted
- Legalization of other exterior modifications (e.g. exterior barrel housing on garage roll-up doors, installation of ventilation grates in window openings, installation of roof railing for HVAC system)
- Exterior alterations (e.g. replacement of security cameras, removal of Juliet balconies)
- New signage and relocation of signage

### **Discretionary Actions Needed:**

- Approval by HPC of Certificate of Appropriateness (Article 10)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces and access path

## SITE #4: 2801 LEAVENWORTH STREET



### Zoning Information

**Block/Lot:** 0010 / 001

**Zoning District:** C-2 (Community Business)

**Height and Bulk District:** 40-X

**Special Use District(s):** Waterfront 2

**Preservation Designation:** Category A

**Supervisor District:** 2

**Neighborhood Group List:** North Beach

### Project Information

**Last Legal Use:** Office, Retail at ground floor

**Proposed Academy Use:** PSEI, Retail at ground floor

**Gross Square Footage:** 124,981 sf (64,621 sf occupied PSEI; 36,991 occupied Retail)

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Legalize change of use from Office to PSEI at 2nd and 3rd floors. Ground floor remains Retail Sales and Service; however, may be operated by the Academy, provided meets certain conditions as specified in Development Agreement
- Provision of Class 1 and 2 bicycle parking
- New signage including repurposing of neon projecting sign

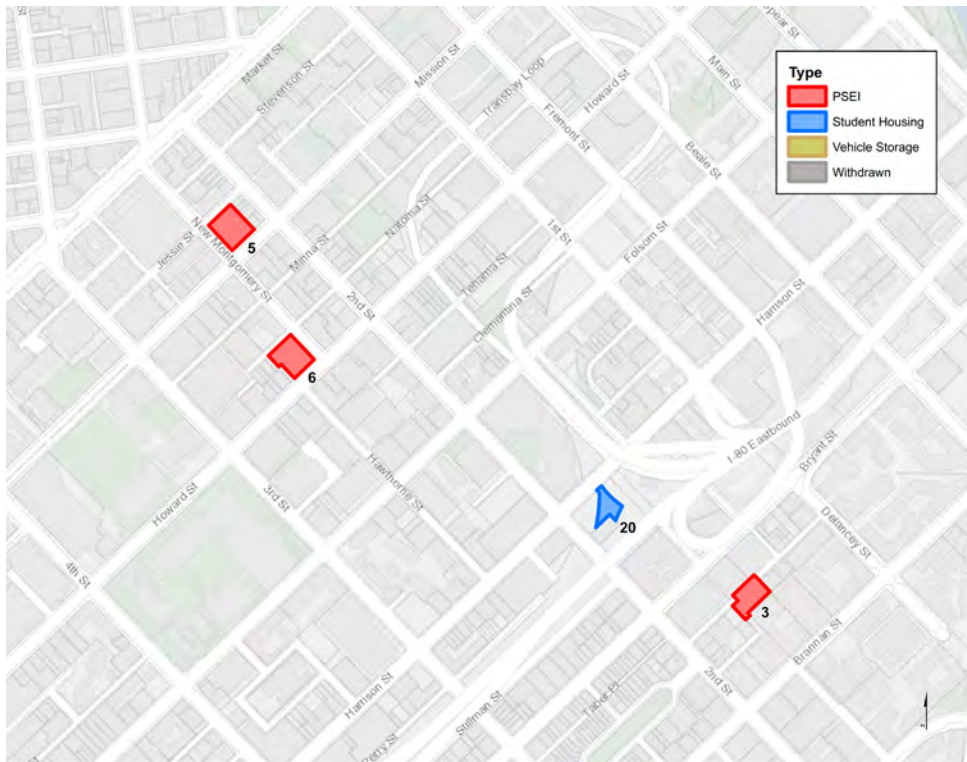
**Discretionary Actions Needed:**

- Code exception from bicycle parking design standards (§155.1) for vertical spaces and access path





## SITE #5: 77-79 NEW MONTGOMERY STREET



### Zoning Information

**Block/Lot:** 3707 / 014

**Zoning District:** C-3-O(SD) (Downtown - Office Special Development)

**Height and Bulk District:** 150-S

**Special Use District(s):** N/A

**Preservation Designation:** Article 11 (New Montgomery - Mission - 2nd St.)

**Supervisor District:** 6

**Neighborhood Group List:** Financial District



### Project Information

**Last Legal Use:** Office

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 140,645 sf

**Number of Beds Student Housing:** N/A

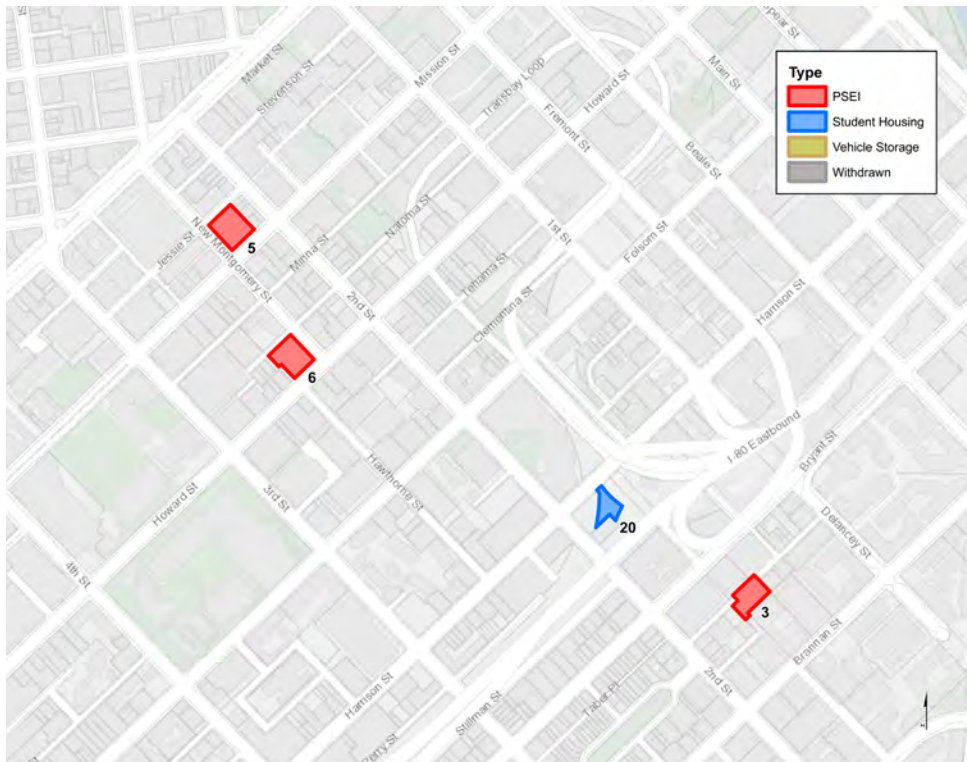
**Proposed Scopes of Work:**

- Legalize change of use from Office to PSEI
- Provision of Class 1 and 2 bicycle parking
- Partial removal of interior partitions within first 25' of building depth at ground floor, and removal of translucent film on glazing
- Three existing projecting signs legal, to remain; awnings to be legalized with painted signage on awnings removed; window decal signs removed.
- Exterior alterations (e.g. replacement or relocation of security cameras, concealing conduit)
- Legalization of exterior alterations (e.g. infilled windows at upper floor)

### **Discretionary Actions Needed:**

- Approval by HPC of Minor Permit to Alter (Article 11)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces
- Code exception from active use requirements (§145.1) for interior partitions within first 25'

## SITE #6: 180 NEW MONTGOMERY STREET



### Zoning Information

**Block/Lot:** 3722 / 022

**Zoning District:** C-3-O(SD) (Downtown - Office Special Development)

**Height and Bulk District:** 150-S

**Special Use District(s):** N/A

**Preservation Designation:** Article 11 (New Montgomery - Mission - 2nd St.)

**Supervisor District:** 6

**Neighborhood Group List:** Financial District

### Project Information

**Last Legal Use:** Office

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 140,645 sf

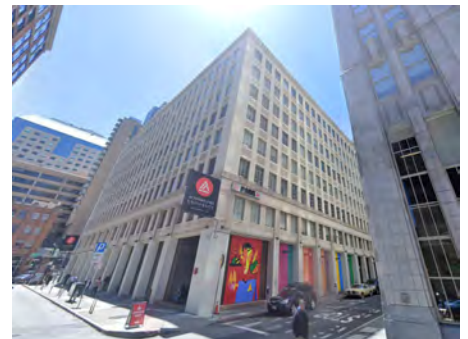
**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Legalize change of use from Office to PSEI
- Provision of Class 1 and 2 bicycle parking
- Three existing projecting signs legal, to remain; no other signage proposed
- Exterior alterations (e.g. replacement of security cameras and light fixtures, concealing conduit, painting of building panels to be consistent with historic standards, repair of façade damage, restoration of ground floor panels)
- Legalization of exterior alterations (e.g. window replacements at upper floors, murals and seating installations at Natoma St.)

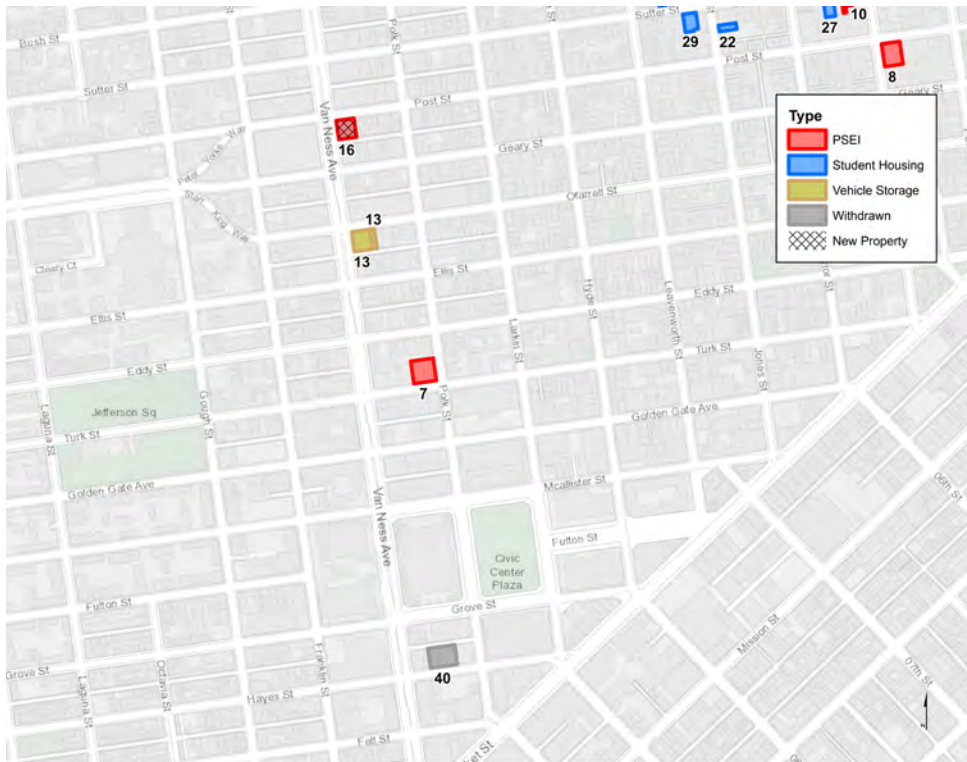
### **Discretionary Actions Needed:**

- Approval by HPC of Major Permit to Alter (Article 11)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces





# SITE #7: 625 POLK STREET



## Zoning Information

**Block/Lot:** 0742 / 002

**Zoning District:** NC-3 (*Neighborhood Commercial, Moderate-Scale*)

**Height and Bulk District:** 130-E

**Special Use District(s):** N/A

**Preservation Designation:** Article 10 (Landmark #174)

**Supervisor District:** 6

**Neighborhood Group List:** Downtown / Civic Center

## Project Information

**Last Legal Use:** PSEI

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 90,681 sf

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Exterior alterations (e.g. replacement of security cameras and light fixtures, concealing conduit in existing masonry grooves, repair of façade damage)
- Legalization of security gates
- New wall signage and new copy on existing wall sign, to be installed consistent with historic standards

**Discretionary Actions Needed:**

- Approval by HPC of Certificate of Appropriateness (Article 10)



## SITE #8: 491 POST STREET



### Zoning Information

**Block/Lot:** 0307 / 009

**Zoning District:** C-3-G (Downtown Commercial - General)

**Height and Bulk District:** 80-130-F

**Special Use District(s):** N/A

**Preservation Designation:** Article 10 (Landmark #177), Article 11 (KMMS)

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** Religious Institution

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 41,880 sf

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Legalize change of use from Religious Institution to PSEI
- Provision of Class 1 and 2 bicycle parking
- Two existing banner signs and statues legal, to remain; one additional wall sign proposed in existing church box fixture and interpretive historic display proposed for other fixture; removal of unpermitted signage on fence
- Exterior alterations (e.g. replacement of light fixtures, removal of unused conduit) and legalization of existing alterations (e.g. window vents, basement door replacement, skateboard deterrents)

**Discretionary Actions Needed:**

- Approval by HPC of Administrative Certificate of Appropriateness (Article 10)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces and access path



## SITE #9: 540 POWELL STREET



### Zoning Information

**Block/Lot:** 0285 / 009

**Zoning District:** C-3-R (Downtown Commercial - Retail)

**Height and Bulk District:** 80-130-F

**Special Use District(s):** N/A

**Preservation Designation:** Article 11 (KMMS)

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** PSEI and Museum

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 37,227 sf

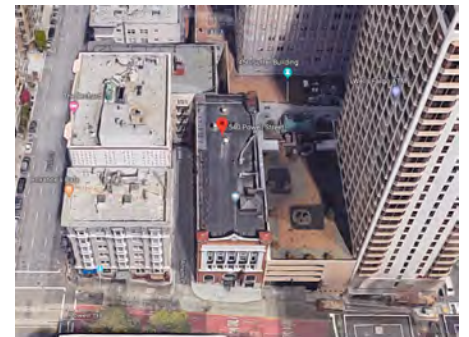
**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Legalize change of use to PSEI for entire building; portions of existing building already considered legal PSEI
- Provision of Class 2 bicycle parking
- Relocation of existing projecting sign below belt course; removal of awnings with signage
- Exterior alterations (e.g. replacement of security cameras and light fixtures, concealing conduit, replacement of windows to match historic conditions at primary façade, legalization of window replacements and security bars at secondary façade, repair of entry marquee and façade damage, legalization of infilled window at upper floor)

**Discretionary Actions Needed:**

- Approval by HPC of Major Permit to Alter (Article 11)



# SITE #10: 625 SUTTER STREET



## Zoning Information

**Block/Lot:** 0297 / 014

**Zoning District:** C-3-G (Downtown Commercial - General)

**Height and Bulk District:** 80-130-F

**Special Use District(s):** N/A

**Preservation Designation:** Article 11 (KMMS)

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

## Project Information

**Last Legal Use:** Office

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 24,917 sf

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

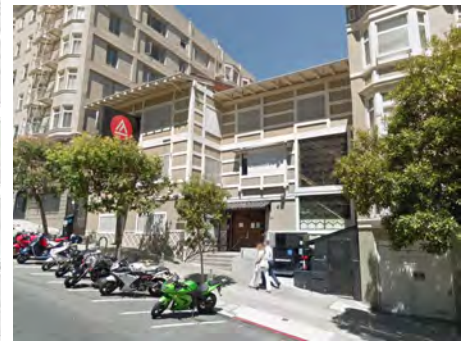
- Legalize change of use from Office to PSEI
- Provision of Class 1 and 2 bicycle parking.
- One existing projecting sign legal, to remain; two new non-illuminated window signs proposed at storefront glazing.
- Removal of three storefront awnings and associated signage; restoration of transom glazing.
- Removal of interior storefront display partitions within first 25' of building depth at ground floor to allow for transparent views into building
- Exterior alterations (e.g. removal of flood lighting at belt course and installation of new light fixtures consistent with preservation standards)

## **Discretionary Actions Needed:**

- Approval by HPC of Major Permit to Alter (Article 11)
- Code exception from active use requirements (§145.1) for Class 1 bicycle parking location, and for interior partitions within the first 25'
- Code exception from bicycle parking design standards (§155.1) for vertical spaces



## SITE #11: 740 TAYLOR STREET



### Zoning Information

**Block/Lot:** 0283 / 012

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 65-A

**Special Use District(s):** N/A

**Preservation Designation:** Category A

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** PSEI

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 10,231 sf

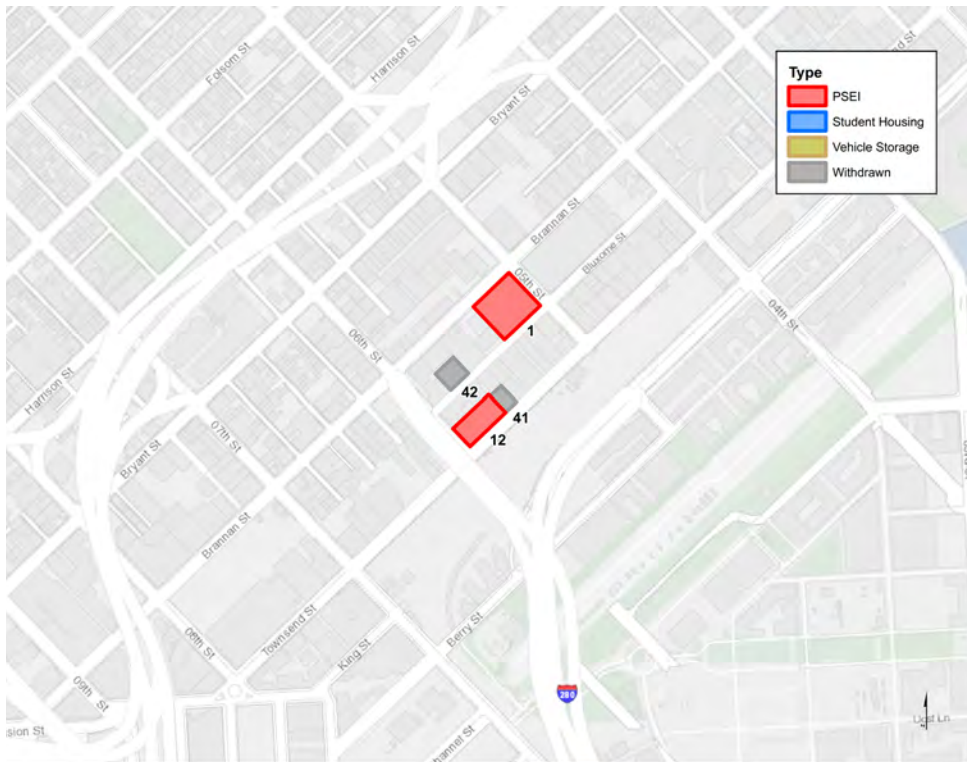
**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Retention of existing Class 2 bicycle parking.
- One existing projecting sign legal, to remain; one additional wall sign proposed.

**Discretionary Actions Needed:** N/A

## SITE #12: 466 TOWNSEND STREET



### Zoning Information

**Block/Lot:** 3785 / 005

**Zoning District:** CMUO (Central SoMa Mixed Use - Office)

**Height and Bulk District:** 85-X

**Special Use District(s):** Western SoMa, Central SoMa

**Preservation Designation:** Category A

**Supervisor District:** 6

**Neighborhood Group List:** South of Market

### Project Information

**Last Legal Use:** Internet Service Exchange

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 113,659 sf

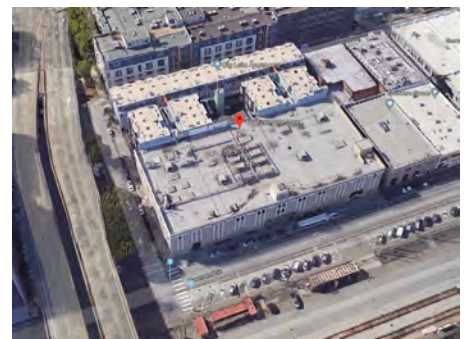
**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Legalize change of use from Internet Service Exchange to PSEI, with instruction limited to fields related to PDR and Arts Activities uses.
- Provision of Class 1 and 2 bicycle parking.
- New signage to include 4 wall signs and 1 awning sign.
- Removal of remnant light fixtures at roofline from previous unpermitted signage

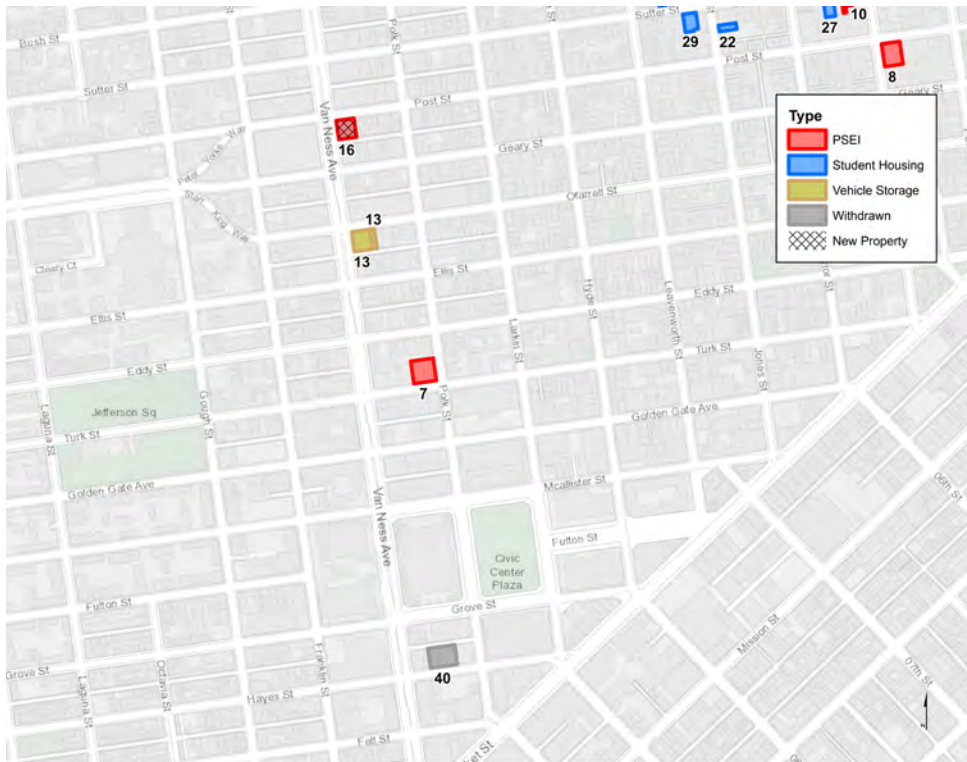
**Discretionary Actions Needed:**

- Code amendment limiting the conversion of PDR use (§202.8)





# SITE #13: 950 VAN NESS AVENUE



## Zoning Information

**Block/Lot:** 0718 / 021,017

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 130-V

**Special Use District(s):** Van Ness, Van Ness Automotive

**Preservation Designation:** Category C

**Supervisor District:** 6

**Neighborhood Group List:** Downtown / Civic Center

## Project Information

**Last Legal Use:** Retail Automobile Sales

**Proposed Academy Use:** Private Parking, accessory ground floor museum

**Gross Square Footage:** 49,595 sf

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

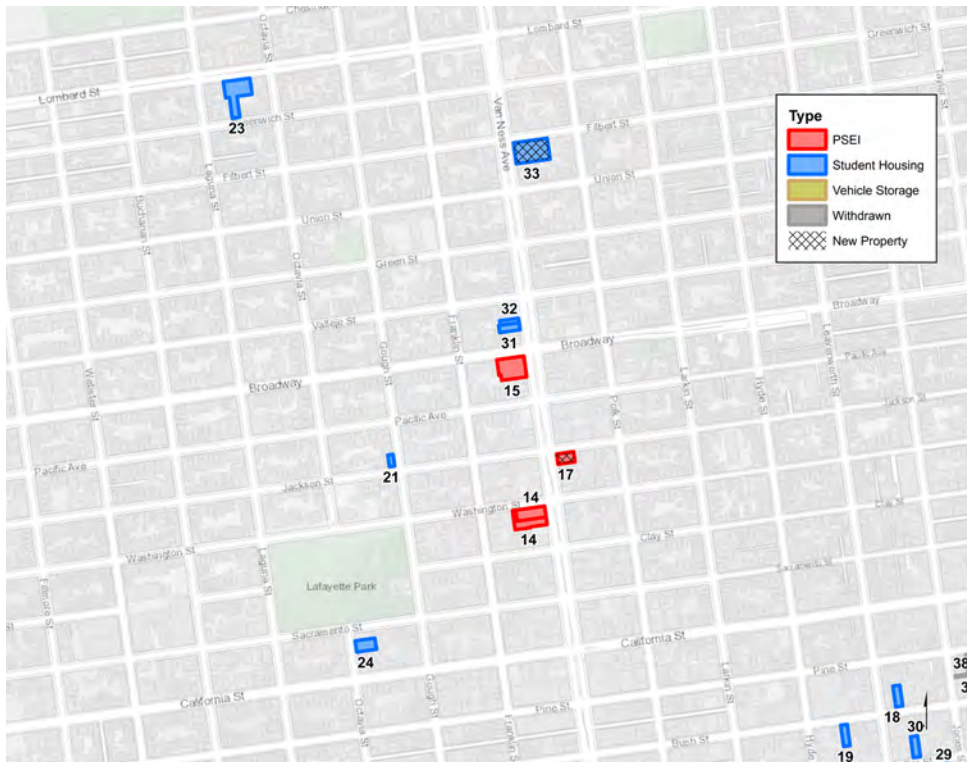
- Change of use from Retail Automobile Sales to Private Parking Garage with accessory ground floor museum.
- Provision of Class 1 and 2 bicycle parking.
- Removal of one curb cut along Van Ness Avenue
- Removal of two ground floor canopy structures along Van Ness Avenue
- New signage to include 3 wall signs and 1 projecting sign

**Discretionary Actions Needed:**

- Conditional Use for Private Parking Garage in RC-4 (§209.3)



# SITE #14: 1849 VAN NESS AVENUE



## Zoning Information

**Block/Lot:** 0618 / 001, 001B

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 80-D

**Special Use District(s):** Van Ness

**Preservation Designation:** Category A

**Supervisor District:** 2

**Neighborhood Group List:** Pacific Heights

## Project Information

**Last Legal Use:** Retail Sales

**Proposed Academy Use:** PSEI, accessory ground floor museum

**Gross Square Footage:** 113,382 sf

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Legalize change of use from Retail to PSEI with accessory ground floor museum
- Provision of Class 1 and 2 bicycle parking
- Existing LED wall sign legal, to remain; removal of painted wall signage copy and painted awning copy
- Exterior alterations (e.g. replacement of security cameras and concealing of conduit)

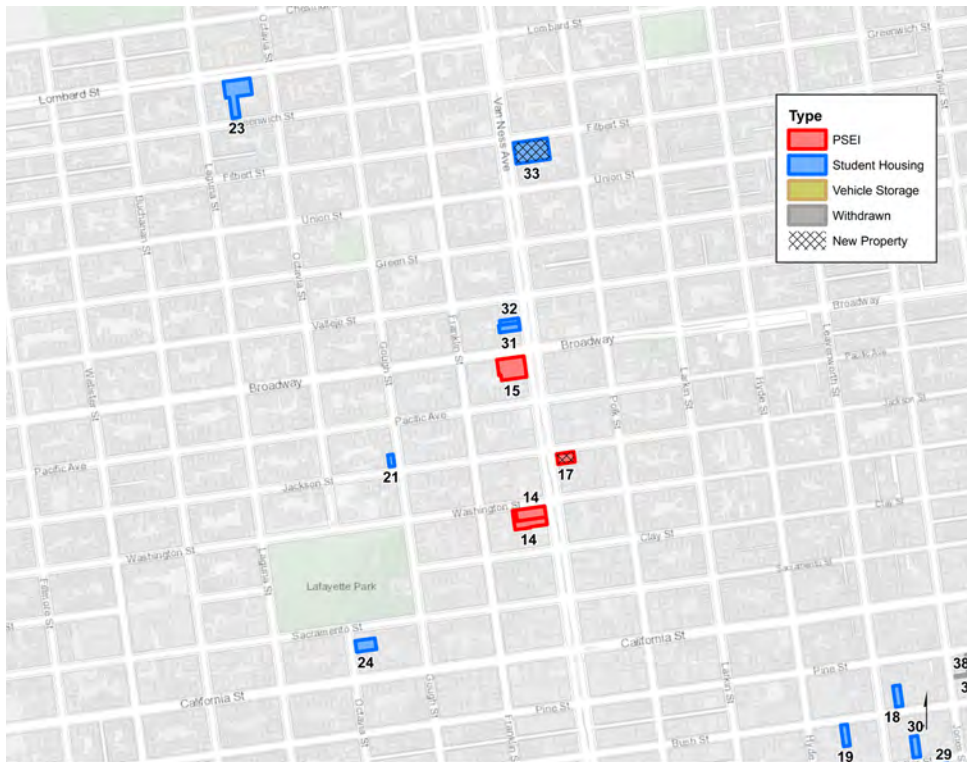


## Discretionary Actions Needed:

- Conditional Use for PSEI in RC-4 (§209.3)
- Code exception from active use requirements (§145.1) for window display boxes along Washington Street frontage



# SITE #15: 2151 VAN NESS AVENUE



## Zoning Information

**Block/Lot:** 0575 / 015

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 80-D

**Special Use District(s):** Van Ness

**Preservation Designation:** Article 10 (Landmark #252)

**Supervisor District:** 2

**Neighborhood Group List:** Pacific Heights

## Project Information

**Last Legal Use:** Religious Institution

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 25,701 sf

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

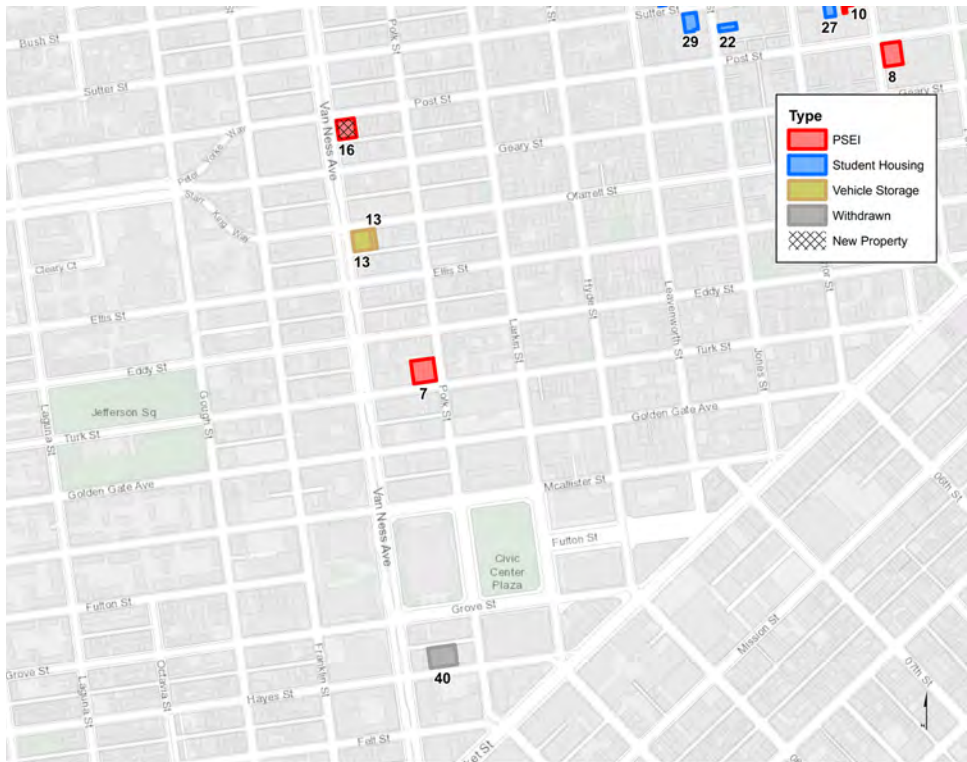
- Legalize change of use from Religious Institution to PSEI
- Provision of Class 1 and 2 bicycle parking
- New signage to include one new wall sign within existing church sign cabinet, and one new freestanding sign attached to fence along Broadway



**Discretionary Actions Needed:**

- Approval by HPC of Certificate of Appropriateness (Article 10)
- Conditional Use for PSEI in RC-4 (§209.3)
- Code exception to allow provision of Class 1 bicycle parking at 2211 Van Ness Ave., within 500 feet (§307(k))

# SITE #16: 1142 VAN NESS AVENUE



## Zoning Information

**Block/Lot:** 0694 / 011

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 130-V

**Special Use District(s):** Van Ness, Van Ness Automotive

**Preservation Designation:** Category A

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

## Project Information

**Last Legal Use:** Private Community Facility

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 50,221 sf

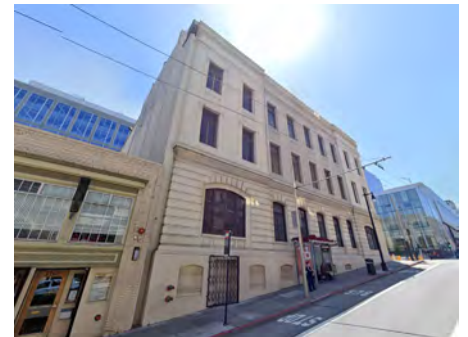
**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Establish change of use from Private Community Facility to PSEI
- Provision of Class 1 and 2 bicycle parking
- New signage to include four wall signs
- Exterior alterations (e.g. replacement of security cameras with concealed conduit, replacement of egress doors with removal of gate, window/door replacement along alley façade at fire escape egress)

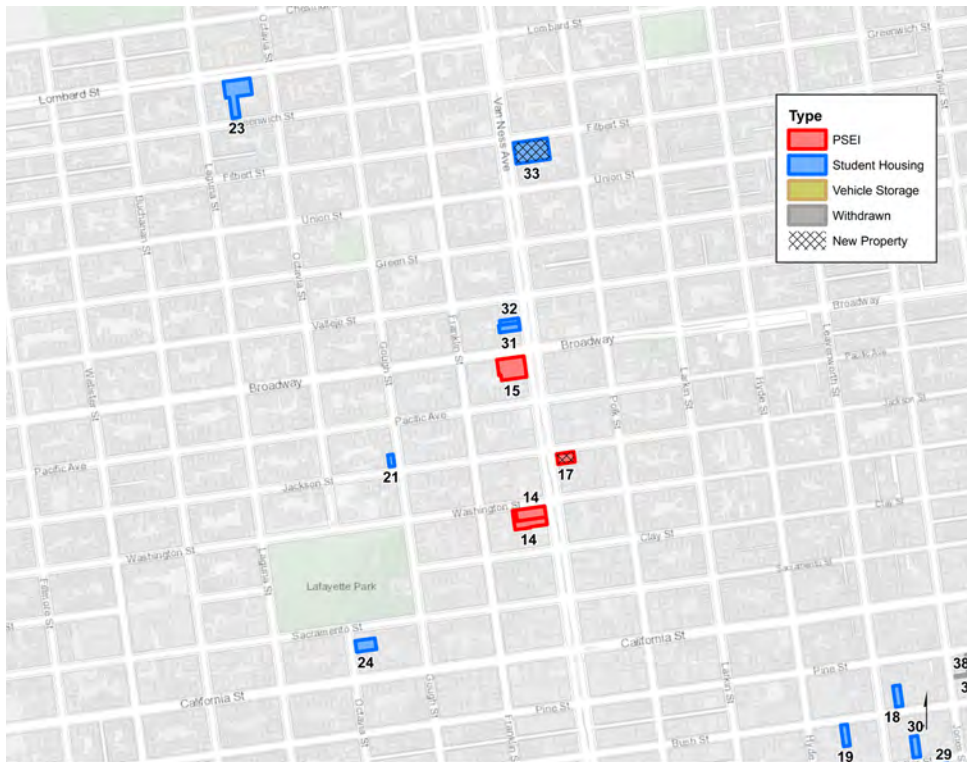
**Discretionary Actions Needed:**

- Conditional Use for PSEI in RC-4 (§209.3)





# SITE #17: 1946 VAN NESS AVENUE



## Zoning Information

**Block/Lot:** 0598 / 010A

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 80-D

**Special Use District(s):** Van Ness

**Preservation Designation:** Category A

**Supervisor District:** 3

**Neighborhood Group List:** Nob Hill

## Project Information

**Last Legal Use:** Light Manufacturing and Retail

**Proposed Academy Use:** PSEI

**Gross Square Footage:** 25,040 sf

**Number of Beds Student Housing:** N/A

**Proposed Scopes of Work:**

- Establish change of use from Retail and Light Manufacturing to PSEI
- Provision of Class 1 and 2 bicycle parking
- Interior alterations necessary to implement the change of use
- New signage to include 3 wall signs and 1 projecting sign
- Exterior alterations (e.g. new aluminum storefronts, window replacements, and other building details consistent with historic standards)

**Discretionary Actions Needed:**

- Conditional Use for PSEI in RC-4 (§209.3)

## SITE #18: 1080 BUSH STREET



### Zoning Information

**Block/Lot:** 0276 / 015

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 65-A

**Special Use District(s):** N/A

**Preservation Designation:** Category A

**Supervisor District:** 3

**Neighborhood Group List:** Nob Hill

### Project Information

**Last Legal Use:** 42 Dwelling Units; 15 Residential Hotel Rooms (Ch. 41)

**Proposed Academy Use:** Student Housing – 42 Dwelling Units; 15 Group Housing Rooms

**Gross Square Footage:** 27,214 sf

**Number of Beds Student Housing:** 150

**Proposed Scopes of Work:**

- Legalize change of use for the 15 Residential Hotel Rooms to Group Housing with Student Housing use characteristic; dwelling units already considered legal Student Housing
- Removal of the Chapter 41 designation from the 15 Residential Hotel Rooms through a Permit to Convert application, proposing replacement units at 860 Sutter Street.
- Provision of Class 1 and 2 bicycle parking
- Reinstate ground floor dwelling unit at area of ground floor lounge.
- Existing wall sign legal, to remain; no other signage proposed.
- Replacement of ground floor door consistent with preservation standards

### **Discretionary Actions Needed:**

- Code amendment limiting the conversion of housing to student housing use (§317(e))
- Conditional Use for Group Housing affiliated with PSEI use in RC-4 (§209.3)
- Code exception from active use requirements (§145.1) for Class 1 bicycle parking location
- Code exception from bicycle parking design standards (§155.1) for vertical spaces and access path



## SITE #19: 1153 BUSH STREET



### Zoning Information

**Block/Lot:** 0280 / 026

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 65-A

**Special Use District(s):** N/A

**Preservation Designation:** Category A

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** 1 Dwelling Unit; 15 Residential Hotel Rooms (Ch. 41)

**Proposed Academy Use:** Student Housing – 16 Group Housing Rooms

**Gross Square Footage:** 10,416 sf

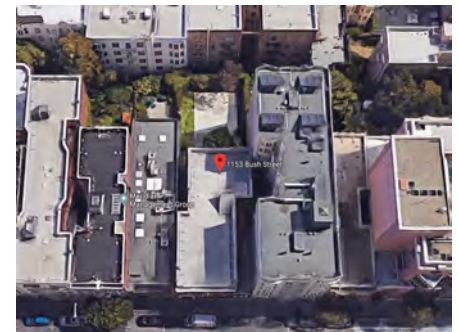
**Number of Beds Student Housing:** 42

**Proposed Scopes of Work:**

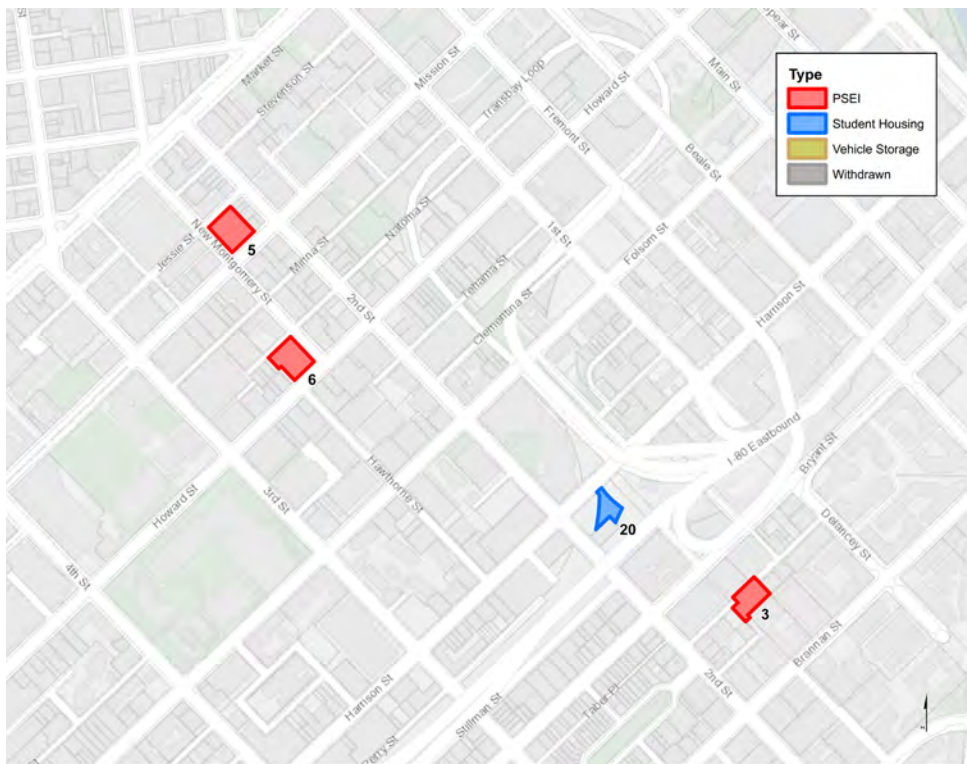
- Legalize change of use to Group Housing with Student Housing use characteristic
- Removal of the Chapter 41 designation from the 15 Residential Hotel Rooms through a Permit to Convert application, proposing replacement units at 860 Sutter Street.
- Provision of Class 1 and 2 bicycle parking
- Removal of existing curb cut and driveway
- Exterior alterations (e.g. removal of entry canopy, window replacements, and installation of security card reader for bike access at garage)
- New wall signage proposed at garage, must allow for garage operation for access to bicycle parking

### **Discretionary Actions Needed:**

- Code amendment limiting the conversion of housing to student housing use (§317(e))
- Conditional Use for Group Housing affiliated with PSEI use in RC-4 (§209.3)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces and to allow provision of Class 2 bicycle parking at 1080 Bush St., within 500 feet (§307(k))



## SITE #20: 575 HARRISON STREET



### Zoning Information

**Block/Lot:** 3764 / 198-230

**Zoning District:** MUO (Mixed-Use, Office)

**Height and Bulk District:** 65-X

**Special Use District(s):** N/A

**Preservation Designation:** Category C

**Supervisor District:** 6

**Neighborhood Group List:** South of Market

### Project Information

**Last Legal Use:** 33 Live/Work Units

**Proposed Academy Use:** 33 Live/Work Units; Private Parking Garage

**Gross Square Footage:** 59,281 sf

**Number of Beds Student Housing:** 132

**Proposed Scopes of Work:**

- Legalize change of use at garage from accessory parking to Private Parking use; no change of use to legal nonconforming live/work units
- Provision of Class 1 and 2 bicycle parking
- New signage to include one wall and one projecting sign

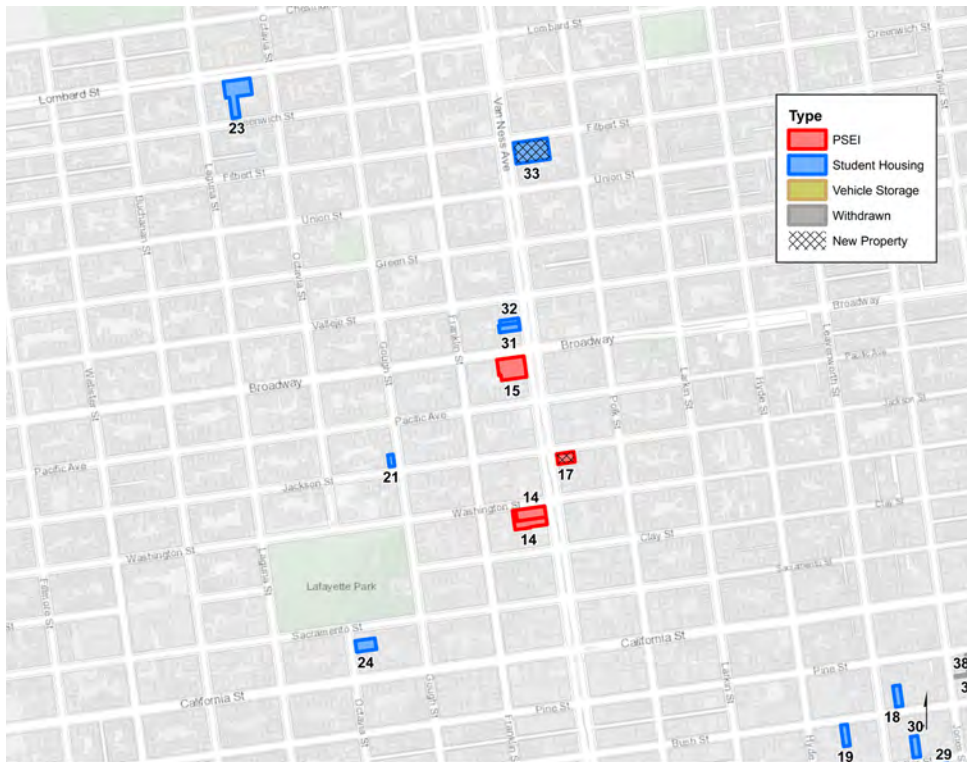
**Discretionary Actions Needed:**

- Conditional Use for Private Parking use in MUO (§842.41)





# SITE #21: 1900 JACKSON STREET



## Zoning Information

**Block/Lot:** 0592 / 004A

**Zoning District:** RH-2 (Residential House, Two-Family)

**Height and Bulk District:** 40-X

**Special Use District(s):** N/A

**Preservation Designation:** Category B

**Supervisor District:** 2

**Neighborhood Group List:** Pacific Heights

## Project Information

**Last Legal Use:** 9 Dwelling Units

**Proposed Academy Use:** Student Housing – 9 Dwelling Units; Private Parking Garage

**Gross Square Footage:** 12,238 sf

**Number of Beds Student Housing:** 42

**Proposed Scopes of Work:**

- Legalize change of use at garage from accessory parking to Private Parking use; dwelling units already considered legal Student Housing
- Provision of Class 1 and 2 bicycle parking
- New signage to include two identifying wall signs

## **Discretionary Actions Needed:**

- Conditional Use for Private Parking use in RH-2 (§209.1)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces

## SITE #22: 736 JONES STREET



### Zoning Information

**Block/Lot:** 0298 / 027

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 80-A

**Special Use District(s):** N/A

**Preservation Designation:** Category A

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** 34 Dwelling Units

**Proposed Academy Use:** Student Housing – 34 Dwelling Units

**Gross Square Footage:** 19,791 sf

**Number of Beds Student Housing:** 74

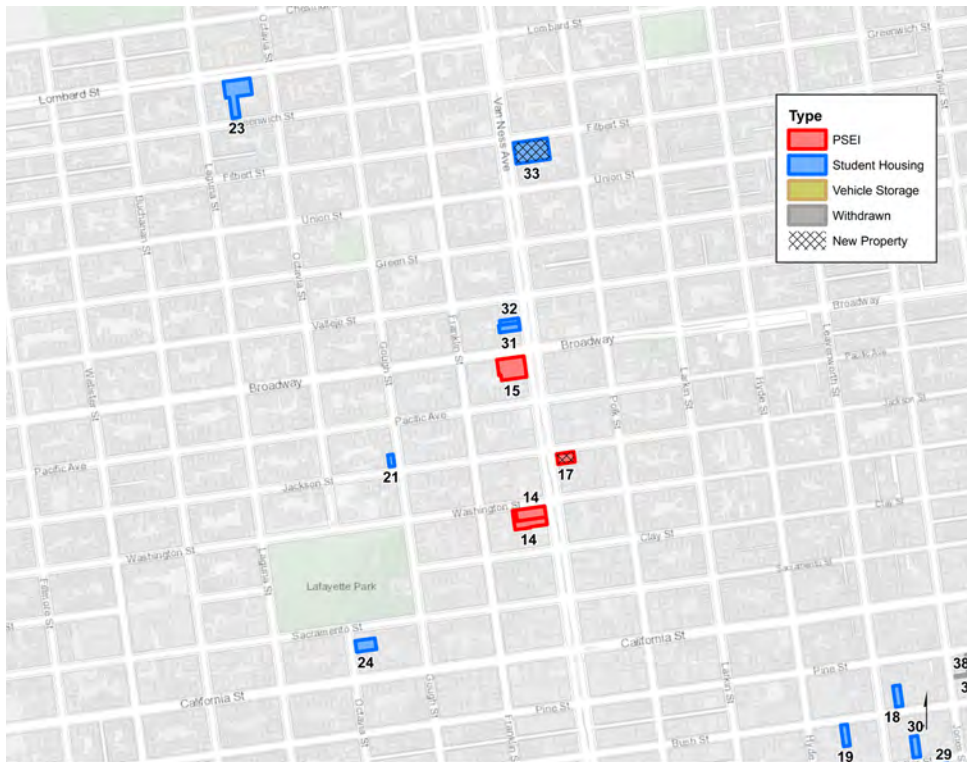
**Proposed Scopes of Work:**

- No change of use; dwelling units already considered legal Student Housing
- Reinstate basement level dwelling unit adjacent to student lounge
- Existing wall sign legal, to remain; new signage proposed on existing awning over entry

**Discretionary Actions Needed:** N/A



# SITE #23: 1727 LOMBARD STREET



## Zoning Information

**Block/Lot:** 0506 / 036

**Zoning District:** NC-3 (*Neighborhood Commercial, Moderate Scale*)  
RH-2 (*Residential House, Two-Family*)

**Height and Bulk District:** 40-X

**Special Use District(s):** N/A

**Preservation Designation:** Category B

**Supervisor District:** 2

**Neighborhood Group List:** Marina



## Project Information

**Last Legal Use:** Tourist Motel

**Proposed Academy Use:** Student Housing – 52 Group Housing Rooms; Private Parking Lot and Garage

**Gross Square Footage:** 16,715 sf

**Number of Beds Student Housing:** 105

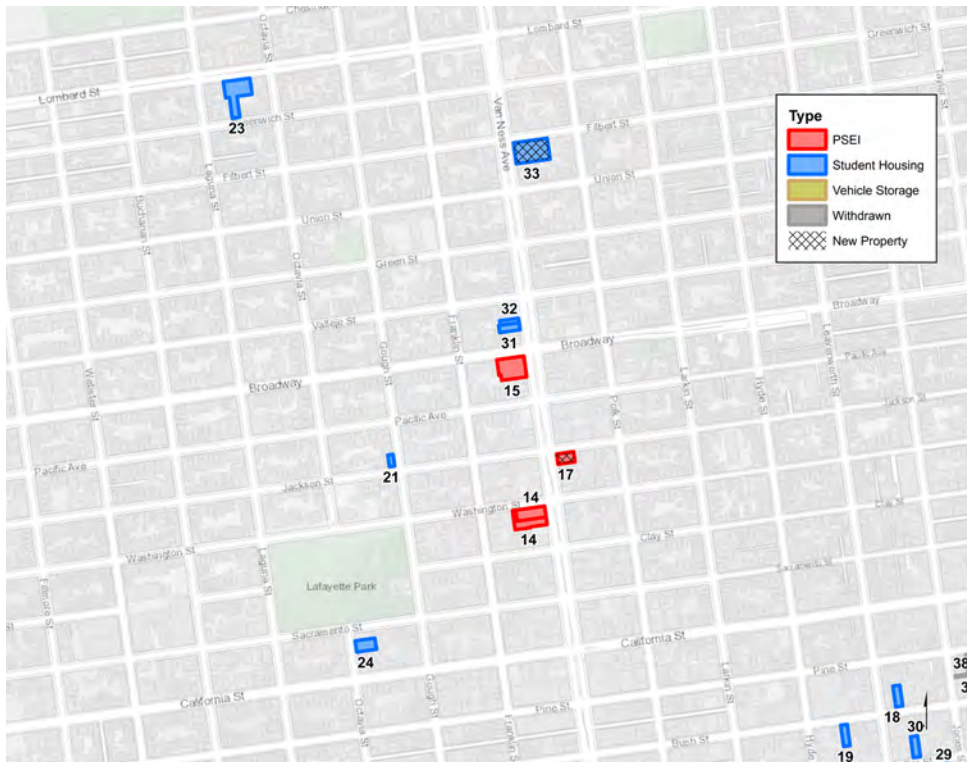
**Proposed Scopes of Work:**

- Legalize change of use from Tourist Motel to Group Housing with Student Housing use characteristic; legalize change of use from accessory parking lot to Private Parking use
- Provision of Class 1 and 2 bicycle parking
- Development of code compliant open space on portion of prior parking lot
- Removal of two curb cuts and driveways, one along Lombard St. and one along Greenwich St.
- Removal of window signs at lobby/office, to allow for transparent views into building; retention of existing freestanding "Star Motel" sign to be designated as a Vintage Sign; new signage to include wall sign adjacent to freestanding sign and identifying wall sign at Greenwich frontage

**Discretionary Actions Needed:**

- Conditional Use for Group Housing in RH-2 (§209.1)
- Conditional Use for Private Parking use in RH-2 and NC-3 (§209.1 and §712)
- Code exception from rear yard requirements (§134)

## SITE #24: 1916 OCTAVIA STREET



### Zoning Information

**Block/Lot:** 0640 / 011

**Zoning District:** RH-2 (Residential House, Two-Family)

**Height and Bulk District:** 40-X

**Special Use District(s):** N/A

**Preservation Designation:** Category C

**Supervisor District:** 2

**Neighborhood Group List:** Pacific Heights

### Project Information

**Last Legal Use:** 22 Residential Hotel Units (Ch. 41)

**Proposed Academy Use:** Student Housing – 22 Group Housing Rooms (Ch. 41)

**Gross Square Footage:** 13,220 sf

**Number of Beds Student Housing:** 46

**Proposed Scopes of Work:**

- Legalize change of use from 22 Residential Hotel Rooms to Group Housing with Student Housing use characteristic
- Provision of Class 1 and 2 bicycle parking
- Relocation of shuttle stop to property frontage

**Discretionary Actions Needed:**

- Code amendment limiting the conversion of housing to student housing use (§317(e))
- Conditional Use for Group Housing in RH-2 (§209.1)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces



## SITE #25: 560 POWELL STREET



### Zoning Information

**Block/Lot:** 0285 / 010

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 80-130-F

**Special Use District(s):** N/A

**Preservation Designation:** Category A

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** 28 Dwelling Units

**Proposed Academy Use:** Student Housing – 27 Dwelling Units

**Gross Square Footage:** 24,714 sf

**Number of Beds Student Housing:** 64

**Proposed Scopes of Work:**

- No change of use; dwelling units already considered legal Student Housing
- New signage to include two wall signs and one projecting sign

**Discretionary Actions Needed:**

- Conditional Use for removal of dwelling unit, based on 3R Report (§317)



## SITE #26: 620 SUTTER STREET



### Zoning Information

**Block/Lot:** 0283 / 004A

**Zoning District:** C-3-G (Downtown Commercial - General)

**Height and Bulk District:** 80-130-F

**Special Use District(s):** N/A

**Preservation Designation:** Article 11 (KMMS)

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** Tourist Hotel

**Proposed Academy Use:** Student Housing – 61 Group Housing Rooms, accessory PSEI

**Gross Square Footage:** 64,912 sf

**Number of Beds Student Housing:** 136

**Proposed Scopes of Work:**

- Legalize change of use from Tourist Hotel to Group Housing with Student Housing use characteristic
- Partial provision of Class 1 bicycle parking and provision of Class 2 bicycle parking
- Retention of existing legal center awning with signage; no new signage proposed
- Exterior alterations (e.g. removal of eastern awning, replacement of security cameras and lighting fixtures, concealing conduit, restoration of original YWCA engraving, repair of façade damage)

### **Discretionary Actions Needed:**

- Approval by HPC of Major Permit to Alter (Article 11)
- Code exception from rear yard and open space (§134, §135)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces, and overall deficiency of spaces (§155.2)





## SITE #27: 655 SUTTER STREET



### Zoning Information

**Block/Lot:** 0297 / 012

**Zoning District:** C-3-G (Downtown Commercial - General)

**Height and Bulk District:** 80-130-F

**Special Use District(s):** N/A

**Preservation Designation:** Article 11 (KMMS)

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** 61 Group Housing Rooms

**Proposed Academy Use:** Student Housing – 55 Group Housing Rooms, accessory PSEI

**Gross Square Footage:** 41,449 sf

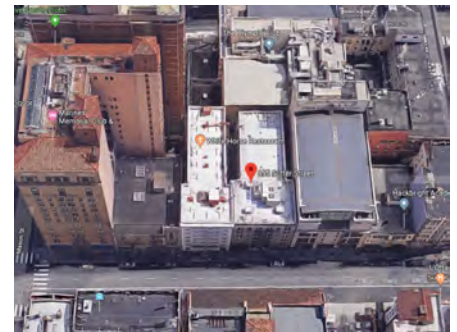
**Number of Beds Student Housing:** 177

#### **Proposed Scopes of Work:**

- No change of use; Group Housing with Student Housing use characteristic already legal
- Existing wall sign legal, to remain, with conduit to be routed internally; new signage proposed to include two projecting signs for left and right storefronts, reflecting specific use and not to include generic Academy signage copy
- Exterior alterations (e.g. replacement of security cameras and lighting fixtures, concealing conduit, painting of storefront in Article 11 compatible color)

#### **Discretionary Actions Needed:**

- Approval by HPC of Major Permit to Alter (Article 11)



## SITE #28: 680-688 SUTTER STREET



### Zoning Information

**Block/Lot:** 0283 / 007

**Zoning District:** C-3-G (Downtown Commercial - General)

**Height and Bulk District:** 160-F

**Special Use District(s):** N/A

**Preservation Designation:** Article 11 (KMMS)

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** 28 Dwelling Units

**Proposed Academy Use:** Student Housing – 27 Dwelling Units; PSEI gallery

**Gross Square Footage:** 19,554 sf

**Number of Beds Student Housing:** 80

**Proposed Scopes of Work:**

- No change of use; dwelling units already considered legal Student Housing
- New signage to include two wall signs, one painted
- Exterior alterations (e.g. removal of awning and brackets, removal of previous sign mounting brackets, window replacements, concealing conduit, repair of façade damage)

**Discretionary Actions Needed:**

- Approval by HPC of Minor Permit to Alter (Article 11)
- Conditional Use for removal of dwelling unit (§317)



## SITE #29: 817-831 SUTTER STREET



### Zoning Information

**Block/Lot:** 0299 / 021

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 80-A

**Special Use District(s):** N/A

**Preservation Designation:** Category A

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** Tourist Hotel

**Proposed Academy Use:** Student Housing – 111 Group Housing Rooms

**Gross Square Footage:** 49,426 sf

**Number of Beds Student Housing:** 222

**Proposed Scopes of Work:**

- Legalize change of use from Tourist Hotel to Group Housing with Student Housing use characteristic
- Partial provision of Class 1 bicycle parking and provision of Class 2 bicycle parking
- Retention of existing "Commodore" projecting and awning signs to be designated as Vintage Signs; new proposed Academy wall sign
- Removal of ground floor security gate installed without permit, to provide access to bicycle parking
- Aluminum window replacements are legal and no further replacement is proposed; however, future window replacements shall require wood sash windows to match historic character

### **Discretionary Actions Needed:**

- Conditional Use for Group Housing affiliated with PSEI use in RC-4 (§209.3)
- Code exception from rear yard and open space (§134, §135)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces, and overall deficiency of spaces (§155.2)
- Code exception from active use requirements (§145.1) for Class 1 bicycle parking location



## SITE #30: 860 SUTTER STREET



### Zoning Information

**Block/Lot:** 0281 / 006

**Zoning District:** RC-4 (Residential-Commercial, High Density)

**Height and Bulk District:** 80-A

**Special Use District(s):** N/A

**Preservation Designation:** Category A

**Supervisor District:** 3

**Neighborhood Group List:** Downtown / Civic Center

### Project Information

**Last Legal Use:** Tourist Hotel (39 rooms) and 50 Residential Hotel Rooms (Ch. 41)

**Proposed Academy Use:** Student Housing – 89 Group Housing Rooms (Ch. 41)

**Gross Square Footage:** 32,693 sf

**Number of Beds Student Housing:** 186

#### **Proposed Scopes of Work:**

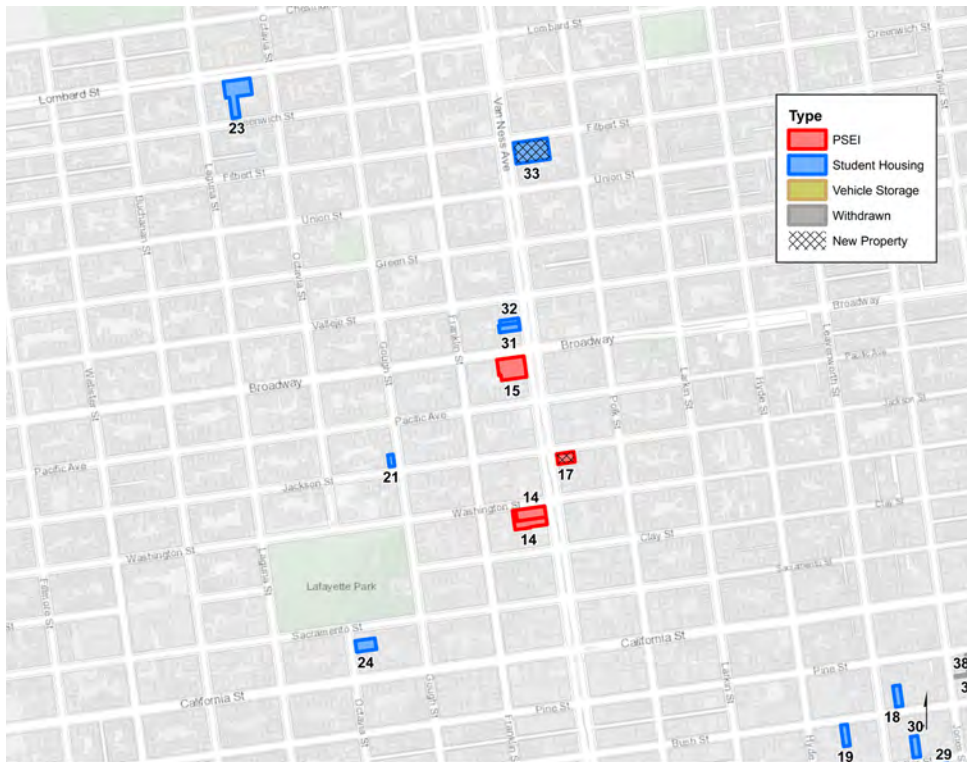
- Legalize change of use from 39 Tourist Hotel rooms and 50 Residential Hotel Rooms to Group Housing with Student Housing use characteristic
- Addition of Chapter 41 designation to all 39 rooms that are being converted from Tourist Hotel, such that entire building is designated under Chapter 41; these are replacement units for 1080 and 1153 Bush St. as part of the Permit to Convert application.
- Provision of Class 2 bicycle parking
- New signage to include one wall sign and one projecting sign
- Exterior alterations (e.g. window replacements, removal of window film to allow transparency at ground level)

#### **Discretionary Actions Needed:**

- Code amendment limiting the conversion of housing to student housing use (§317(e))
- Conditional Use for Group Housing affiliated with PSEI use in RC-4 (§209.3)
- Code exception from open space (§135)
- Code exception for overall deficiency of bicycle parking spaces (§155.2) and to allow provision of Class 2 bicycle parking at 825 Sutter St., within 500 feet (§307(k))



# SITE #31: 2209 VAN NESS AVENUE



## Zoning Information

**Block/Lot:** 0570 / 029

**Zoning District:** RC-3 (Residential-Commercial, Medium Density)

**Height and Bulk District:** 80-D

**Special Use District(s):** N/A

**Preservation Designation:** Category A

**Supervisor District:** 2

**Neighborhood Group List:** Pacific Heights

## Project Information

**Last Legal Use:** 1 Dwelling Unit

**Proposed Academy Use:** Student Housing – 18 Group Housing Rooms

**Gross Square Footage:** 11,381 sf

**Number of Beds Student Housing:** 57

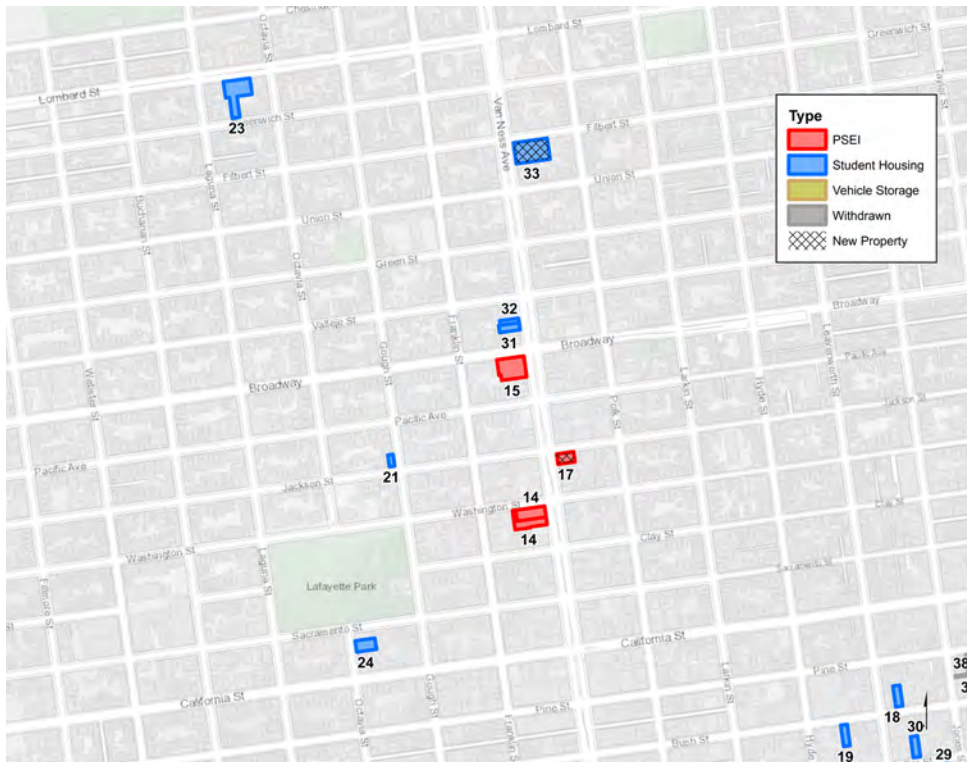
**Proposed Scopes of Work:**

- Legalize change of use from 1 Dwelling Unit to Group Housing with Student Housing use characteristic
- Partial provision of Class 1 bicycle parking and provision of Class 2 bicycle parking
- New signage to include freestanding sign on fence at property line

## **Discretionary Actions Needed:**

- Code amendment limiting the conversion of housing to student housing use (§317(e))
- Conditional Use for Group Housing affiliated with PSEI use in RC-3 (§209.3)
- Code exception from exposure (§140)
- Code exception for overall deficiency of bicycle parking spaces (§155.2) and to allow provision of Class 1 bicycle parking at 2211 Van Ness Ave., within 500 feet (§307(k))

## SITE #32: 2211 VAN NESS AVENUE



### Zoning Information

**Block/Lot:** 0570 / 005

**Zoning District:** RC-3 (Residential-Commercial, Medium Density)

**Height and Bulk District:** 80-D

**Special Use District(s):** N/A

**Preservation Designation:** Category A

**Supervisor District:** 2

**Neighborhood Group List:** Pacific Heights

### Project Information

**Last Legal Use:** 2 Dwelling Units; ground floor Retail Sales and Service

**Proposed Academy Use:** Student Housing – 3 Dwelling Units, 4 Group Housing Rooms

**Gross Square Footage:** 5,319 sf

**Number of Beds Student Housing:** 14

**Proposed Scopes of Work:**

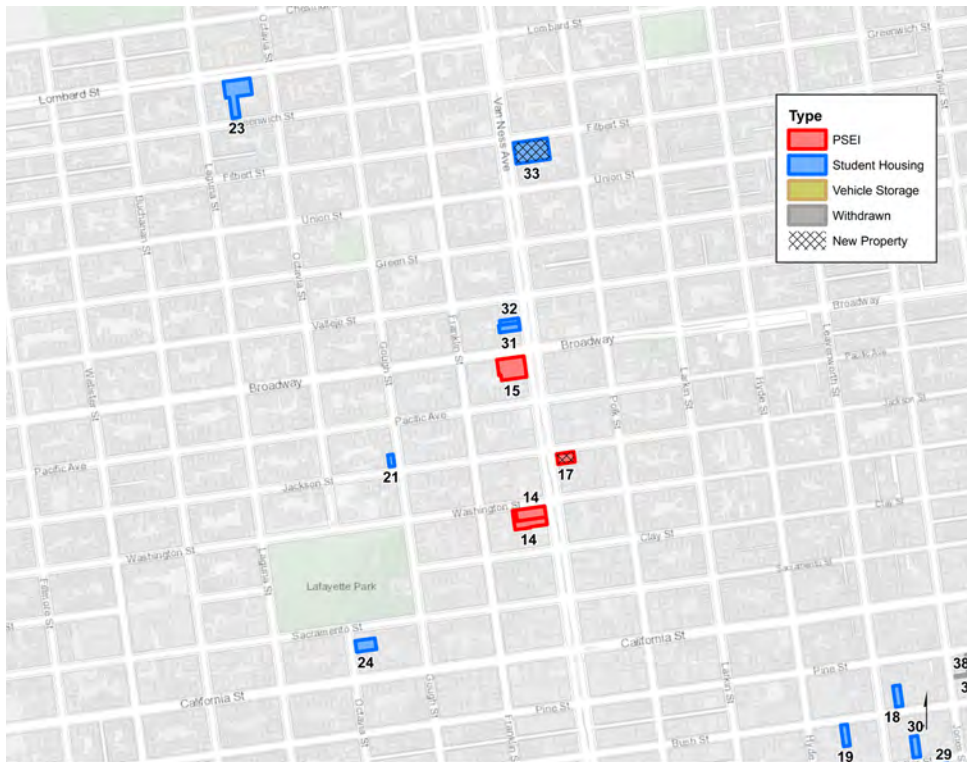
- Legalize change of use from 2 Dwelling Units and ground floor Retail to 3 Dwelling Units and 4 Group Housing Rooms with Student Housing use characteristic
- Provision of Class 1 bicycle parking (including partial provision for 2209 and 2151 Van Ness Ave.) and provision of Class 2 bicycle parking
- Removal of existing signage on building awning; new signage to include freestanding sign on fence at property line
- Window replacements

### **Discretionary Actions Needed:**

- Code amendment limiting the conversion of housing to student housing use (§317(e))
- Conditional Use for Group Housing affiliated with PSEI use in RC-3 (§209.3)
- Code exception from open space and exposure (§135 and §140)
- Code exception from bicycle parking design standards (§155.1) for vertical spaces, and to allow provision of Class 2 bicycle parking at 2209 Van Ness Ave., within 500 feet (§307(k))



## SITE #33: 2550 VAN NESS AVENUE



### Zoning Information

**Block/Lot:** 0526 / 021

**Zoning District:** RC-3 (Residential-Commercial, Medium Density)  
RM-3 (Residential-Mixed, Medium Density)

**Height and Bulk District:** 65-A

**Special Use District(s):** N/A

**Preservation Designation:** Category B

**Supervisor District:** 2

**Neighborhood Group List:** Russian Hill

### Project Information

**Last Legal Use:** Tourist Hotel

**Proposed Academy Use:** Student Housing – 153 Group Housing Rooms

**Gross Square Footage:** 76,402 sf

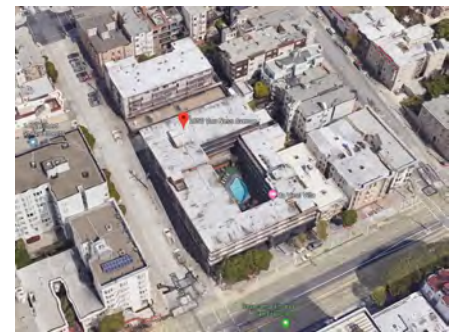
**Number of Beds Student Housing:** 306

**Proposed Scopes of Work:**

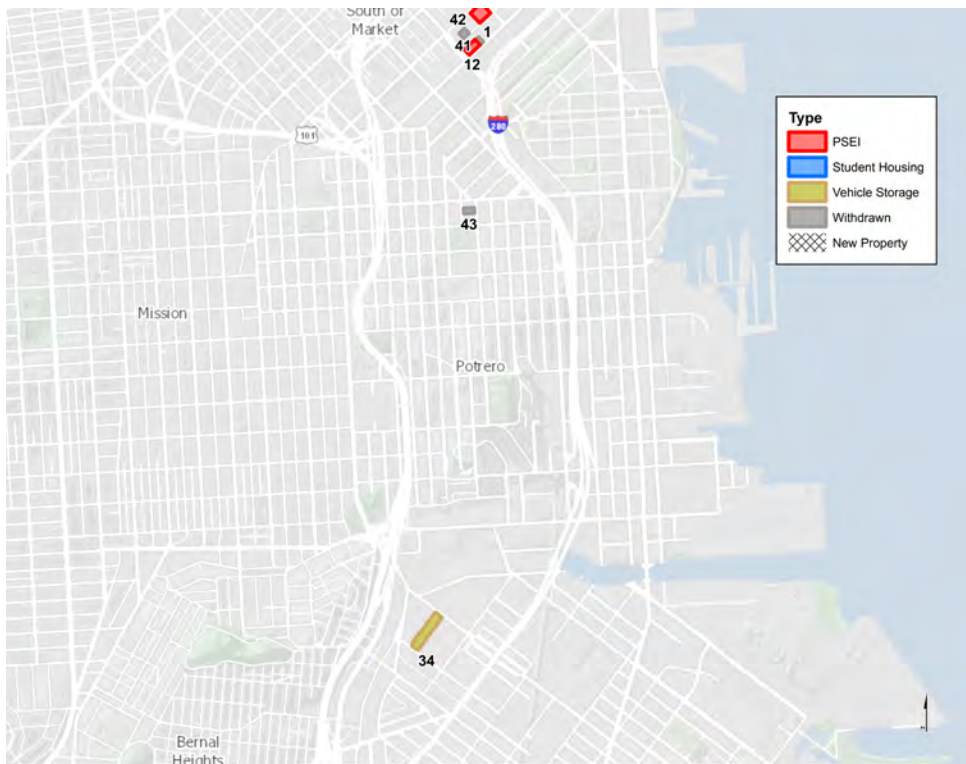
- Establish change of use from Tourist Hotel to Group Housing with Student Housing use characteristic
- Provision of Class 1 and 2 bicycle parking
- Operation of an Academy dining facility open to the public; no change of use from existing Limited Restaurant
- Removal of existing freestanding sign and structure; new signage to include one projecting sign and one wall sign; retention of existing "Da Vinci" wall sign copy

### **Discretionary Actions Needed:**

- Conditional Use for Group Housing affiliated with PSEI use in RC-3 and RM-2 (§209.3 and §209.2)
- Conditional Use for Private Parking use in RC-3 and RM-2 (§209.3 and §209.2)
- Code exception from rear yard and open space (§134 and §135)



# SITE #34: 2225 JERROLD AVENUE



## Zoning Information

**Block/Lot:** 5286A / 020

**Zoning District:** PDR-2 (Core Production, Distribution, and Repair)

**Height and Bulk District:** 65-J

**Special Use District(s):** Industrial Protection Zone

**Preservation Designation:** Category C

**Supervisor District:** 10

**Neighborhood Group List:** Bayview

## Project Information

**Last Legal Use:** Commercial Storage, accessory Office

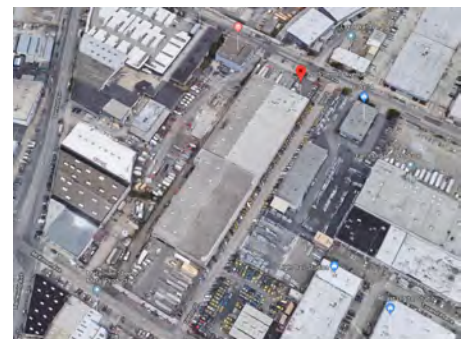
**Proposed Academy Use:** Commercial Storage with accessory Office; Private Parking Garage and Lot with accessory Office; Community Facility

**Gross Square Footage:** 98,313 sf

**Number of Beds Student Housing:** N/A

### **Proposed Scopes of Work:**

- Legalize partial change of use to Private Parking Garage, with accessory office; establish new partial change of use as Community Facility; 9 accessory off-street parking spaces associated with Academy Commercial Storage and Private Parking Garage uses; 7 accessory off-street parking spaces associated with Community Facility
- Provision of Class 1 and 2 bicycle parking
- Interior and exterior alterations necessary to implement the Community Facility use, to include removal of existing roll-up doors and replacement with glazed storefront system, and installation of stairs and ADA lift



### **Discretionary Actions Needed:**

- Conditional Use for Private Parking use in PDR-2 (§210.3)