SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Executive Summary
EIR Certification/CEQA Findings
Planning Code Text and Map Amendments
Development Agreement
Conditional Use Authorization/Planned Unit Development

HEARING DATE: SEPTEMBER 5, 2019

Record No.:	**2015-014028ENV/CUA/PCA/MAP/DVA**
Project Address:	**3333 California Street (aka 3333 California Street Mixed-Use Project)**
Zoning:	RM-1 (Residential – Mixed, Low Density) 40-X Height and Bulk District
Block/Lot:	1032 / 003
Project Sponsor:	Laurel Heights Partners LLC c/o: PSKS 150 Post Street, Suite 320 San Francisco, CA 94108
Property Owner:	Laurel Heights Partners LLC c/o: PSKS 150 Post Street, Suite 320 San Francisco, CA 94108
Staff Contact:	Nicholas Foster, AICP, LEED GA – (415) 575-9167 nicholas.foster@sfgov.org
Recommendation:	**Approval with Conditions**

SUMMARY

On September 5, 2019, the Planning Commission ("Commission") will consider a series of approval actions related to the proposed 3333 California Street Project ("Project"). The Commission has previously reviewed the Project as part of the Draft Environmental Impact Report ("DEIR") hearing on December 13, 2018. The Historic Preservation Commission ("HPC") reviewed the Project at hearings on May 11, 2018 and December 5, 2018. Should the Commission approve the Project on September 5, the Board of Supervisors would then conduct hearings which could result in the City's final approval or disapproval of the Project.

REQUIRED COMMISSION ACTION

The following is a summary of actions that the Commission will consider at the hearing, which are required to implement the Project:

1. Certify the Final Environmental Impact Report ("FEIR") pursuant to the California Environmental Quality Act ("CEQA");
2. Adopt findings under CEQA, including findings rejecting alternatives as infeasible and adopting a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program

("MMRP");

3. Recommend that the Board of Supervisors approve an ordinance that would primarily: (1) amend the Planning Code Text to establish the 3333 California Special Use District; (2) amend the associated Zoning and Height Maps; (3) extinguish Resolution 4109; and
4. Recommend that the Board of Supervisors approve a Development Agreement ("DA"); and
5. Approve a request for Conditional Use Authorization, pursuant to Planning Code Sections 253, 303, and 304 and Board of Supervisors Resolution No. 183-19 to allow structures to exceed 40 feet in a RM Zoning District, a change of use for an existing child care facility (to be replaced at a different location on the project site), and a Planned Unit Development ("PUD") with modifications from the requirements of the Planning Code.

PROJECT DESCRIPTION

The Project would redevelop the subject property with a mix of residential, retail, child care, open space, and parking uses. The existing 14,000 gross-square-foot (gsf) annex building, surface parking lots and ramp structures would be demolished, and the existing 455,000 gsf office building ("Center Office Building"), would be partially demolished and adaptively reused for residential uses (as two separate buildings, "Center Building A" and "Center Building B") with up to three stories added to each. The Project would also construct thirteen new buildings, ranging from 4-story duplex townhouses to 6-story apartment buildings, as residential-only buildings ("Masonic"; "Euclid"; "Mayfair"; and the seven "Laurel Duplex" buildings), and mixed-use buildings ("Plaza A"; "Plaza B"; and "Walnut") containing non-residential uses on the ground and second floors. Overall, the Project includes a total of approximately 1,428,000 gsf of new and rehabilitated floor area, comprising: approximately 978,000 gsf of residential floor area (include 744 dwelling units); approximately 35,000 gsf of retail floor area; an approximately 15,000 gsf childcare facility (accommodating approximately 175 children); approximately 400,000 gsf devoted to off-street parking with 857 parking spaces (including approximately 10 car share spaces); and 839 bicycle spaces.

A total of 25% of the Project's dwelling units will be deed-restricted, on-site affordable units designated for low-income senior households. These affordable units will be located in the proposed Walnut Building on California Street and consist of 185 studio and 1-bedroom units for seniors plus 1 on-site manager's unit.

The Project would provide 52 percent of the overall lot area (approximately 233,000 square feet) as grade-level open area, some of which would be public open space and some of which would be private open space exclusively for residents. The Project would include a total of approximately 125,000 square feet (or roughly 2.88 acres) of publicly-accessible landscaped open space with multi-purpose plazas, lawns, pathways. New public pedestrian walkways would cross the property in a north-south direction between California Street and the intersection of Masonic and Euclid avenues approximately along the line of Walnut Street (Walnut Walk) and in an east-west direction between Laurel Street and Presidio Avenue along the line of Mayfair Drive (Mayfair Walk). The Project would also include streetscape improvements to enhance the safety of, and strengthen the network of, existing sidewalks and street crossings that abut the Project Site. These physical improvements to the Site are in service of meeting the goals and objectives of the Better Streets Plan. Specifically, the Project would include the following streetscape and pedestrian improvements: a new at-grade street crossing; sidewalk expansion; enhanced paving; installation of new street trees and street lighting on various public rights-of-way. Some of these improvements require a

major encroachment permit from the Department of Public Works and are subject to Board of Supervisors approval.

The proposed scope of work before the Commission was analyzed in the 3333 California Street Mixed-Use EIR as the "Project Variant" (or just "Variant"). The primary difference between the base project and the Variant is that the Variant includes 185 senior affordable dwelling units plus 1 on-site manager's unit instead of office use within the Walnut Building. Under the Variant, the Walnut Building would contain four additional floors (22 feet taller) to accommodate the residential uses. On August 19, 2019, the Project Sponsor submitted a letter to the Department requesting Conditional Use Authorization of the Variant.

ISSUES AND OTHER CONSIDERATIONS

- **Public Comment & Outreach.** To date, the Department has received one letter in opposition to the proposed Project prior to the official 20-day neighborhood notification period. The Project Sponsor held over 150 community meetings since 2015.

- **Planning Code Text and Zoning Map Amendments (Board File No. 190844).** On July 30, 2019, Supervisor Catherine Stefani introduced an ordinance that would amend the Planning Code to establish the 3333 California Street Special Use District ("SUD") and make other related Code amendments. The purpose of the SUD is to facilitate the Project, and to give effect to the associated Development Agreement. The Ordinance would allow certain non-residential uses along California Street; specify off-street parking for childcare uses, establish affordable housing and open space requirements, establish procedures for permit approvals, and resolve a 1950's-era development restriction on the property (City Planning Commission Resolution 4109). The Ordinance would also amend the Zoning Map to change the Height and Bulk Designation of the site from 40-X to 40-X, 45-X, 67-X, 80-X, and 92-X.

- **Development Agreement ("DA") (Board File No. 190845)**. The DA between the City and the Project Sponsor will set forth vesting rights for the Project and establish a set of public benefits. The Project's public benefits include:

    - **Affordable Housing.** The Project would restrict 25% of all residential units built within the site as affordable to low-income senior households. These units will be located in the 6-story Walnut Building near California Street and consist of 185 studio and 1-bedroom units for seniors. The Walnut Building will also include one on-site manager's unit.

    - **Open Space.** The Project would include a total of 125,226 square feet (or 2.88 acres) of privately-owned, publicly-accessible landscaped open space with multi-purpose plazas, lawns, pathways and streetscape improvements. The provision of open space exceeds what is required by the Code. The project includes ADA-accessible pedestrian pathways bisecting the Project Site from north to south and from east to west to provide safe connections to the surrounding street grid. Further, the Project Sponsor would be responsible for maintaining the privately-owned, publicly-accessible open spaces and the street improvements proposed around the perimeter of the site that will improve pedestrian safety and visibility.

    - **Child Care Facility.** The Project would include a 14,665 gross square foot child care facility within the ground floor of the Walnut Building designated to accommodate approximately 175 children, including a contiguous outdoor activity area. The child care facility would

serve a range of ages from infants through pre-school and would reserve 10% of its licensed seats for children of low-income families.

- **Workforce Development Program.** The Project would implement a workforce commitment program to encourage local business participation, including an LBE participation goal established by the City's Contract Monitoring Division as well as participation in the City's First Source Hiring Requirements.
- **Transportation Demand Management (TDM) Plan.** The Project includes a TDM Plan that implements 75% of applicable target points, exceeding the 50% requirement otherwise required pursuant to Planning Code Section 169.3(e)(2).
- **Auxiliary Water Supply System (AWSS) Community Benefit Fee.** The Project Sponsor would pay a $1,055,000 AWSS Community Benefit Fee to support the expansion of the Fire Department's AWSS system.

- **Conditional Use Authorization**. Pursuant to Planning Code Sections 253, and 303, the Project is required to obtain Conditional Use Authorization to allow structures to exceed 40 feet in a RM Zoning District; for a change of use for an existing child care facility (to be replaced at a different location on the project site) pursuant to Board Ordinance No. 190230; and to allow a PUD with the requested modifications from the requirements of the Planning Code.
- **Planned Unit Development:** The project requests modifications from Planning Code requirements for:
  - **Rear Yard (Section 134).** The Project does not provide a code-complying rear yard. However, the Project provides for a greater amount of open space accessible to residents of the development, in lieu of the required rear yard.
  - **Permitted Obstructions (Section 136).** The Project includes bay windows that exceed the dimensional limits allowed per Code. However, in an attempt to improve the overall visual interest of the buildings, the Project provides a varied bay window design within each of the buildings.
  - **Dwelling Unit Exposure (Section 140).** The Project includes Dwelling Units that do not face onto an open area as defined by the Code. However, the Project has been designed such that the majority of the units (97%) meet the requirements for dwelling unit exposure.
  - **Standards for Off-Street Parking, Freight Loading, and Service Vehicle Facilities (Section 155).** The Project would include the required off-street parking and freight loading spaces, but not necessarily on the same lot as the use served after the proposed subdivisions of the Site. However, the Project provides sufficient off-street parking and freight loading for the uses served within enclosed garages with the minimum number of access points as necessary as to reduce the total number of curb cuts on the Site.
  - **Dwelling Unit Density (Sections 207, 209.3)**. The Project includes 744 Dwelling Units, exceeding the base number of units permitted within the RM-1 Zoning District (559) but not exceeding the number of units permitted in the next more intense Zoning District (745). The Project would provide much-needed housing, with a range of unit types, including the provision of senior affordable housing units, as well as family-sized units of 3 or more bedrooms.

- **Measurement of Height (Planning Code Section 260).** The Project proposes both new structures and alterations to an existing nonconforming building that would otherwise exceed the heights established by the underlying Height and Bulk District. However, the Project's goals of maximizing residential density at the Site warrant relief from the measurement of height, especially when considering that the Site's unique topography—which includes an approximately 67-foot difference in elevation across the Site—does not easily lend itself to a uniform method by which to measure height.

ENVIRONMENTAL REVIEW

On November 8, 2018, the Department published the 3333 California Street Mixed Use Project Draft Environmental Impact Report ("DEIR") for public review (Case No. 2015-0014028ENV). The DEIR was available for public comment until January 8, 2019. On December 13, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the DEIR. The Historic Preservation Commission held a duly advertised hearing on said DEIR on December 5, 2018 at which the Historic Preservation Commission formulated its comments on the DEIR. On August 22, 2019, the Department published a Comments and Responses to Comments ("RTC") document, responding to comments made regarding the DEIR prepared for the Project. On September 5, 2019 the Commission will consider certification of the Final Environmental Impact Report ("FEIR") for the Project, and will determine if it is adequate, accurate and complete. In addition, on September 5, 2019, the Commission must adopt the CEQA Findings for the FEIR, prior to the approval of the Project (See Case No. 2015-014028ENV/PCA/MAP/DVA/CUA).

BASIS FOR RECOMMENDATION

- The Project would maximize residential density on the Site, providing a significant number of new market-rate and senior affordable housing units, including family size units of 3 bedrooms or more, thus contributing to the City's housing goals—a top priority for the City and County of San Francisco.
- The Project would revitalize an underutilized parcel that is predominately occupied by surface parking lots, driveways, and a large, existing noncomplying structure containing a non-conforming office use.
- The Project would include ground-floor retail uses along California Street that would enliven the streetscape, and serve both on-site future residents as well as residents within the neighborhood.
- The Project would include include a considerable amount of privately-owned, publicly-accessible landscaped open space with multi-purpose plazas, lawns, pathways and streetscape improvements.
- The Project would include numerous streetscape and pedestrian improvements to enhance the safety of, and strengthen the network of, existing sidewalks and street crossings that abut the Site, and would integrate the site into the surrounding street grid by including new publicly accessible pedestrian pathways (Mayfair Walk and Walnut Walk).
- The Project would pay additional public benefit fees as set forth in the Development Agreement.

ATTACHMENTS:

Draft Motion – Conditional Use Authorization, Exhibit A: Conditions of Approval
Draft Motion – CEQA Findings
Draft Resolution – Planning Code Text and Map Amendments, Draft SUD Ordinance
Draft Resolution – Adoption of Development Agreement, Draft DA Ordinance
Exhibit B – Plans and Renderings
Exhibit C – Environmental Determination (includes MMRP)
Exhibit D – Land Use Data
Exhibit E – Maps and Context Photos
Exhibit F - Public Correspondence
Exhibit G - Project Sponsor Brief
Exhibit H – Inclusionary Affordable Housing Affidavit
Exhibit I – Anti-Discriminatory Housing Affidavit
Exhibit J – First Source Hiring Affidavit
Exhibit K – Development Agreement, Development Agreement Application, and Director's Report on Development Agreement Negotiations.

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Planning Commission Draft Motion

HEARING DATE: SEPTEMBER 5, 2019

Record No.:	2015-014028CUA
Project Address:	3333 California Street
Zoning:	RM-1 (Residential – Mixed, Low Density) 3333 California Street Special Use District 40-X, 67-X, 80-X, and 92-X Height and Bulk Districts
Block/Lot:	1032 / 003
Project Sponsor:	Laurel Heights Partners, LLC c/o: PSKS 150 Post Street, Suite 320 San Francisco, CA 94108
Property Owner:	Laurel Heights Partners, LLC c/o: PSKS 150 Post Street, Suite 320 San Francisco, CA 94108
Staff Contact:	Nicholas Foster, AICP, LEED GA – (415) 575-9167 nicholas.foster@sfgov.org
Recommendation:	**Approval with Conditions**

ADOPT FINDINGS TO APPROVE A CONDITIONAL USE AUTHORIZATION AND PLANNED UNIT DEVELOPMENT THAT WOULD ALLOW STRUCTURES TO EXCEED 40 FEET IN HEIGHT WITHIN AN RM ZONING DISTRICT AND 3333 CALIFORNIA STREET SPECIAL USE DISTRICT AND FOR AN EXISTING CHILD CARE FACILITY TO CHANGE OF USE TO RESIDENTIAL USE, PURSUANT TO SECTIONS 253, 303, AND 304 OF THE PLANNING CODE MODIFICATIONS TO THE REAR YARD REQUIREMENTS (SECTION 134), PERMITTED OBSTRUCTIONS (SECTION 136), DWELLING UNIT EXPOSURE (SECTION 140), GENERAL STANDARDS FOR OFF-STREET PARKING, FREIGHT LOADING, AND SERVICE VEHICLE FACILITIES (SECTION 155); DWELLING UNIT DENSITY (SECTION 207), AND MEASUREMENT OF HEIGHT (SECTION 260) AT 3333 CALIFORNIA STREET (ASSESSOR'S BLOCK 1032, LOT 003) WITHIN THE RM-1 ZONING DISTRICT AND A 40-X, 67-X, 80-X, AND 92-X HEIGHT AND BULK DISTRICT, AND TO MAKE FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PREAMBLE

On March 29, 2016, Don Bragg on behalf of Laurel Heights Partners, LLC (hereinafter "Project Sponsor") filed an Environmental Evaluation Application with the San Francisco Planning Department (hereinafter "Department") for the 3333 California Street Mixed-Use Project (hereinafter "Project") located at 3333 California Street within the RM-1 (Residential – Mixed, Low Density) and 40-X Height and Bulk District. On June 30, 2017, the Project Sponsor filed an application for Conditional Use Authorization and Planned Unit Development.

The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code section 21000 *et seq*., hereinafter "CEQA"), the State CEQA Guidelines (Cal. Code. Regs. Title 14, section 15000 *et seq*., (hereinafter "CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").

The Department determined that an environmental impact report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on September 20, 2017. The Department held a public scoping meeting on October 16, 2017 in order to solicit public comment on the scope of the project's environmental review.

On April 25, 2018, the Department published an initial study and provided public notice in a newspaper of general circulation of the availability of the initial study for public review and comment; this notice was mailed to the Department's list of persons requesting such notice, and to property owners and occupants within a 300-foot radius of the site on April 25, 2018.

On November 7, 2018, the Department published the draft EIR (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment, and of the date and time of the Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice, and to property owners and occupants within a 300-foot radius of the site on November 7, 2018. Notices of availability of the DEIR and of the date and time of the public hearing were posted near the Site on November 7, 2018.

On November 7, 2018, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, and to government agencies, the latter both directly and through the State Clearinghouse. A notice of completion was filed with the State Secretary of Resources via the State Clearinghouse on November 7, 2018.

The Historic Preservation Commission held a duly advertised hearing on said DEIR on December 5, 2018 at which the Historic Preservation Commission formulated its comments on the DEIR.

The Commission held a duly advertised public hearing on said DEIR on December 13, 2018 at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments ended on January 8, 2019.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 62-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a responses to comments document, published on August 22, 2019, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.

The Department prepared a final EIR (hereinafter "FEIR") consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the responses to comments document, all as required by law.

On July 30, 2019, Supervisor Catherine Stefani introduced at the Board of Supervisors: (1) the Planning Code and Zoning Map amendments in Board File No. 190844, which amends the Planning Code to create

the 3333 California Street Special Use District and amend the Height and Bulk Districts applicable to the Site; and (2) the Development Agreement in Board File No. 190845.

On August 19, 2019, the Project Sponsor submitted a letter amending its application for Conditional Use Authorization and Planned Unit Development to request authorization to construct the Variant to the proposed Project.

On September 5, 2019, the Commission reviewed and considered the information contained in the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

On September 5, 2019, in Motion No. XXXXX, the Commission approved findings required by CEQA, including a statement of overriding considerations and adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2015-014028CUA, for approval of the Project, which findings are found in Attachment X to this Resolution No. XXXX and incorporated by reference as though fully set forth herein.

On September 5, 2019, the Commission conducted a duly notice public hearing at a regularly scheduled meeting and adopted: (1) Resolution No. XXXXX, recommending that the Board of Supervisors approve the requested Planning Code Text and Map Amendments set forth in Board File No. 190844; and (2) Resolution No. XXXXX recommending that the Board of Supervisors approve the draft Development Agreement in Board File No. 190845.

The Planning Department Commission Secretary is the custodian of records, located in the File for Case No. 2015-014028CUA at 1650 Mission Street, Fourth Floor, San Francisco, California.

On September 5, 2019, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Application No. 2015-014028CUA.

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

MOVED, that the Commission hereby authorizes the Conditional Use requested in Application No. 2015-014028CUA, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

FINDINGS

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

1. The above recitals are accurate and constitute findings of this Commission.

2. **Project Description.** The Project would redevelop the subject property with a mix of residential, retail, child care, open space, and parking uses. The existing 14,000 gross-square-foot (gsf) annex building, surface parking lots and ramp structures would be demolished, and the existing 455,000 gsf office building ("Center Office Building"), would be partially demolished and adaptively reused for residential uses (as two separate buildings, "Center Building A" and "Center Building B") with up to three stories added to each. The Project would also construct thirteen new buildings, ranging from 4-story duplex townhouses to 6-story apartment buildings, as residential-only buildings ("Masonic"; "Euclid"; "Mayfair"; and the seven "Laurel Duplex" buildings), and mixed-use buildings ("Plaza A"; "Plaza B"; and "Walnut") containing non-residential uses on the ground and second floors. Overall, the Project includes a total of approximately 1,428,000 gsf of new and rehabilitated floor area, comprising: approximately 978,000 gsf of residential floor area (include 744 dwelling units); approximately 35,000 gsf of retail floor area; an approximately 15,000 gsf childcare facility (accommodating approximately 175 children); approximately 400,000 gsf devoted to off-street parking with 857 parking spaces (including approximately 10 car share spaces); and 839 bicycle spaces.

   A total of 25% of the Project's dwelling units will be deed-restricted, on-site affordable units designated for low-income senior households. These affordable units will be located in the proposed Walnut Building on California Street and consist of 185 studio and 1-bedroom units for seniors plus 1 on-site manager's unit.

   The Project would provide 52 percent of the overall lot area (approximately 233,000 square feet) as grade-level open area, some of which would be public open space and some of which would be private open space exclusively for residents. The Project would include a total of approximately 125,000 square feet (or roughly 2.88 acres) of publicly-accessible landscaped open space with multi-purpose plazas, lawns, and pathways. New public pedestrian walkways would cross the property in a north-south direction between California Street and the intersection of Masonic and Euclid avenues approximately along the line of Walnut Street and in an east-west direction between Laurel Street and Presidio Avenue along the line of Mayfair Drive. The Project would also include streetscape improvements to enhance the safety of, and strengthen the network of, existing sidewalks and street crossings that abut the Site. These physical improvements to the Site are in service of meeting the goals and objectives of the Better Streets Plan. Specifically, the Project would include the following streetscape and pedestrian improvements: a new at-grade street crossing; sidewalk expansion; enhanced paving; installation of new street trees and street lighting on various public rights-of-way. Some of these improvements require a major encroachment permit from the Department of Public Works and are subject to Board of Supervisors approval.

   The proposed scope of work before the Commission was analyzed in the EIR as the "Project Variant" (or just "Variant"). The primary difference between the base project and the Variant is that the Variant includes 185 senior affordable dwelling units plus 1 on-site manager's unit instead of office use within the Walnut Building. Under the Variant, the Walnut Building would also contain four additional floors (22 feet taller) to accommodate the residential uses. On August 19,

2019, the Project Sponsor submitted a letter to the Department requesting Conditional Use Authorization of the Variant.

3. **Site Description and Present Use.** The Project Site ("Site") is 447,361-square-foot, or 10.25-acre, single parcel located on Lot 003 on Assessor's Block 1032. The irregularly shaped parcel is bounded by California Street to the north, Presidio Avenue to the east, Masonic Avenue to southeast, Euclid Avenue to the south, and Laurel Street/Mayfair Drive to the west. The two-story building that houses the SF Fire Credit Union, located on a triangular-shaped lot at the northeast corner of Assessor's Block 1032 (corner of California Street and Presidio Avenue), is on a separate parcel and is not part of the Site. The Site, which serves as the University of California, San Francisco (UCSF) Laurel Heights Campus, is developed with a four-story, 455,000 gsf office building (including a 93,000 gsf, three-level, partially below-grade parking garage) at the center of the site; a one-story, 14,000 gsf annex building at the corner of California and Laurel Streets; three surface parking lots; and landscaping or landscaped open space. Approximately 63 percent of the Site is covered by buildings or other impermeable surfaces (e.g., internal roadways and surface parking lots) and 37 percent is landscaping or landscaped open space. Current uses on the Site are office, research, laboratory, child care, and parking. UCSF is in the process of shifting its uses to other campus locations in the city. The Site has been identified as being individually eligible for listing in the California Register of Historical Resources under Criterion 1 (events), and Criterion 3 (design/construction). The Site is eligible under Criterion 1 for its association with the broad pattern of development in San Francisco as a corporate campus adapted to an urban environment. The subject property represents an important and new approach to corporate office planning as a unique adaptation of the suburban corporate campus property type. The Site is also eligible under Criterion 3 for its overall Midcentury Modern architecture designed by Edward B. Page, set within a Midcentury Modern landscape designed by Eckbo, Royston & Williams.

4. **Surrounding Properties and Neighborhood.** The Site is located within the Laurel Heights area of San Francisco's Presidio Heights neighborhood. It is adjacent to the Pacific Heights and Western Addition neighborhoods (to the east) and just north of the Anza Vista area of the Inner Richmond neighborhood. The parcel is located within an RM-1 Zoning District and a 40-X Height and Bulk District. Low- to mid-rise residential uses surround the Site to the north, east, south, and west across California Street, Presidio Avenue, Euclid Avenue, and Laurel Street. Other land uses near the Site include the SF Fire Credit Union, at the southwest corner of California Street and Presidio Avenue, adjacent to the Site; the Jewish Community Center of San Francisco (JCCSF), at the northwest corner of California Street and Presidio Avenue, across the street from the Site; San Francisco Fire Station No. 10, across Masonic Avenue southeast of the Site; the San Francisco Municipal Railway's (Muni) Presidio Division and Yard at 875 Presidio Avenue (a bus storage, maintenance depot, and administration building, across Euclid and Masonic avenues south of the Site); and the Laurel Village Shopping Center along California Street, across Laurel Street west of the Site.

5. **Public Outreach and Comments.** To date, the Department has received one letter in opposition to the proposed Project prior to the official 20-day neighborhood notification period. The Project Sponsor held over 150 community meetings since 2015.

6. **CEQA Findings.** On September 5, 2019, by Motion No. XXXXX, the Commission certified as adequate, accurate and complete the FEIR for the 3333 California Mixed-Use Project. A copy of Commission Motion No. XXXXX is in the file for Case No. 2015-014028ENV. Also on September 5, 2019, by Motion No. XXXXX, in Attachment A to said Motion, the Commission adopted findings, including a statement of overriding considerations and an MMRP, pursuant to CEQA. In accordance with the actions contemplated herein, the Commission has reviewed the FEIR and adopts and incorporates by reference as though fully set forth herein the findings, including the statement of overriding considerations, pursuant to CEQA, adopted by the Commission on September 5, 2019 in Motion No. XXXXXXX. Attachment A.

7. **Planning Code Compliance.** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

   A. **Use (Sections 202.2(f)(1), 209.2, 249.86, and 713).** Planning Code Sections 209.2 (RM-1), 249.86 (3333 California Street SUD), and 713 (NC-S) list allowable land uses, including residential and non-residential uses as either principally permitted, conditionally permitted, or not permitted.

   The Project proposes residential uses throughout the Site, and both residential and non-residential uses within buildings with frontage on California Street. The underlying zoning district (RM-1) permits residential uses, including Senior Housing, and the 3333 California Street SUD (Planning Code section 249.86 (Board File No. 190844) allows certain non-residential uses as principally permitted within the ground and second floor of all buildings with frontage along California Street, including Flexible Retail Uses; Social Service or Philanthropic Facilities; and non-residential uses, subject to the use controls of the NC-S Zoning District. In addition to residential uses, the Project also includes a replacement Child Care Facility, which, is a principally permitted use in the RM-1 and 3333 California Street SUD Zoning Districts. Therefore, the uses at the Project would comply with the Planning Code.

   B. **Use Size (Sections 121.2, 713).** The Planning Code permits non-residential uses up to 5,999 square feet and requires Conditional Use Authorization for 6,000 square feet or above within the NC-S Zoning District.

   The Project proposes non-residential uses within buildings with frontage on California Street, as allowed in the 3333 California Street Special Use District (Planning Code Text and Map Amendment Ordinance (Board File No. 190884). At the time of entitlement, specific sizes for non-residential uses are unknown. However, under the 3333 California Street SUD, (Planning Code Text Amendment and Map Ordinance in Board File No. 190844), use size controls for non-residential uses would be subject to the use controls of the NC-S Zoning District, with conditional use authorization required to establish any non-residential use above 6,000 square feet.

C. **Floor Area Ratio (Sections 123, 124, and 713).** The Planning Code establishes a basic floor area ratio (FAR) of 1.8:1 for non-residential uses within the NC-S Zoning District.

The Site is 447,361 square feet in size. Therefore, up to 805,250 gsf of non-residential uses is permitted under the basic FAR limit. The Project proposes 34,496 gsf of non-residential uses within buildings with frontage on California Street, resulting in an FAR of 0.08:1, well below the maximum allowable FAR of 1.8:1. Therefore, the Project complies with Sections 123, 124 and 713.

D. **Front Setback Areas (Section 132).** The Planning Code requires that new developments in RM-1 Districts provide front setbacks where one or both of the buildings adjacent to the subject property have front setbacks along a street or alley. If situated on a corner lot, the owner may elect which street or alley to designate as the front of the property.

As a corner lot, as defined by the Code, the Project Sponsor elects Laurel Street as the front of the Site, for purposes of establishing the Front Setback Area. (Of the Site's five street frontages, Laurel Street represents the longest linear frontage.) Given there are no adjacent buildings along the Laurel Street frontage separated from the subject lot, the Project is therefore not subject to the Front Setback requirements of the Code.

E. **Rear Yard (Section 134(a)(2)).** The Planning Code requires that the Project provide a rear yard equal to 45 percent of the lot depth, or, the average of adjacent properties. If averaged, no less than 25 percent of lot depth or 15 feet, whichever is greater.

The Project does not provide a rear yard conforming to the strict requirements specified in the Code, and is therefore seeking a modification of section 134(a)(2) through the Planned Unit Development (PUD) process, pursuant to Section 304 (see Section No. 8 for additional findings).

F. **Useable Open Space (Section 135).** The Planning Code requires that a minimum of 100 square feet of private usable open space, or 133 square feet of common usable open space be provided for Dwelling Units in RM-1 Zoning Districts. The area counting as usable open space must meet minimum requirements for area, horizontal dimensions, and exposure.

In the 3333 California Street SUD, Planning Code Section 249.86, useable open space has been designated on an SUD-wide basis (Planning Code Text and Map Ordinance (Board File No. 190844).) Accordingly, compliance with usable open space requirements for any building in the SUD shall be evaluated on a project-wide basis and for consistency with the terms of the Development Agreement (Board File No. 190845).

The Project would provide private useable open space for 117 of the 744 Dwelling Units, therefore 11,700 square feet (sf) of private open space and 83,391 sf of common open space would be required. The Project satisfies this requirement by providing 11,700 sf of private usable open and 29,570 sf of common useable

open space within the eight of the proposed buildings. The Project provides 54,470 sf of additional common useable open space: Cypress Square + Eastern Mayfair Walk (24,780 sf); Lower Walnut Walk (14,950 sf); California Plaza (4,290 sf); and The Overlook (10,450 sf). This additional common useable open space fully satisfies the total amount of common usable open space required by Code. Additionally, the Project provides 70,756 sf of privately-owned, publicly-accessible open space that provides a benefit to both future residents of the Project as well as the General Public. On the whole, the Project provides a combination of private and common useable open space that meets the requirements of the Code, Therefore, the Project complies with Sections 135 and 249.86.

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

The Project includes bay windows that exceed the dimensional limits allowed per Code and is therefore seeking a modification of section 136 through the Planned Unit Development (PUD) process, pursuant to Section 304 (see Section No. 8 for additional findings).

H. **Streetscape and Pedestrian Improvements (Section 138.1).** Planning Code Section 138.1 requires that additions of Gross Floor Area equal to 20 percent or more to an existing building provide streetscape improvements consistent with the Better Streets Plan.

The Project would include streetscape improvements to enhance the safety of, and strengthen the network of, existing sidewalks and street crossings that abut the Site including Presidio, Masonic, and Euclid Avenues, as well as Laurel Street, and Mayfair Drive. These physical improvements meet the goals and objectives of the Better Streets Plan. Specifically, the Project would include the following streetscape and pedestrian improvements: a new at-grade street crossing; sidewalk widening; enhanced paving; installation of new street trees and street lighting on various adjacent public rights-of-way.

A key element of the Project's public improvements includes the reconfiguration of existing traffic slip lanes at the intersections of Presidio Avenue and Pine Street/Masonic Avenue and at Masonic and Euclid Avenues. These public improvements consist of bulb outs and other sidewalk improvements where two separate slip lanes are currently located. With the public improvements, the slip lane areas will remain publicly accessible, but will no longer be accessible to motorized vehicles. The Project public improvements that would be constructed in the expanded public sidewalk would require a sidewalk width change approval from the Department of Public Works. Installation of both the slip lane reconfiguration and the sidewalk expansion would be subject to a Street Improvement Permit issued by the Department of Public Works, all of these actions would be implemented through the major encroachment permit described below

Certain Project streetscape improvements include enhanced paving and landscaping where the Project's pedestrian pathways meet the public sidewalk. These improvements require a major encroachment permit from the Department of Public Works that is subject to Board of Supervisors approval. The

encroachment permit imposes long-term maintenance responsibility and liability for these improvements on the Project Sponsor.

Related to encroachments onto or over sidewalks, the Project proposes a total of 6 curb cuts, or vehicular access points (ingress and/or egress) to the Site (5 driveways accessing the Site from public rights-of-way and the privately-owned Walnut Street extension, extending southerly from California Street). The vehicular access plan was carefully reviewed by City staff, including, but not limited to, representatives from Planning, Public Works, and the Municipal Transportation Agency. All of the off-street parking and freight loading locations are completely enclosed and the driveway widths were reduced to minimum amounts required to accommodate safe and efficient vehicle circulation so as to preserve the pedestrian character of the district. Therefore, the Project is consistent with the Better Streets Plan and complies with Section 138.1

I. **Standards for Bird-Safe Buildings (Section 139).** The Planning Code outlines the standards for bird-safe buildings, including the requirements for location-related and feature-related hazards.

The Site is not located in close proximity to an Urban Bird Refuge as defined in Section 139. As such, the Project will include feature-related standards. Therefore, the Project complies with Section 139.

J. **Dwelling Unit Exposure (Section 140).** The Planning Code requires that at least one room of each dwelling unit must face onto a public street, a rear yard, or other open area that meets minimum requirements for area and horizontal dimensions.

The Project includes Dwelling Units that do not face onto an open area as defined by the Code, and is therefore seeking a modification through the Planned Unit Development (PUD) process, pursuant to Section 304 (see Section No. 8 for additional findings).

K. **Street Frontages (Section 144).** The Planning Code restricts entrances to off-street parking to no more than one-third of the width of the ground story along the front lot line, or along a street side lot line, or along a building wall that is set back from any such lot line; but in no case less than 10 feet or more than 20 feet. Where two or more separate entrances are provided there shall be a minimum separation between such entrances of six feet.

The Project proposes a total of seven entrances to off-street parking, with entrances ranging between 12-feet and 20-feet wide, as allowed by Code. Along the Presidio Avenue frontage, the Project provides a 15-foot entrance for off-street parking, and a 20-foot entrance for off-street freight loading, separated by seven feet, as allowed by Code. Therefore, the Project complies with Section 144.

L. **Moderation of Street Fronts (Section 144.1).** The Planning Code requires that new dwellings within the RM-1 and RM-2 Districts be compatible with the established mixture of houses and apartment buildings in terms of apparent building width, requiring that on wider lots the front

of the building be divided visually into narrower segments, according to the predominant existing scale in such areas.

As a corner lot, as defined by the Code, the Project Sponsor elects Laurel Street as the front of the Site. As such, the Project's Laurel Street frontage is subject to the provisions of Section 144.1. The Project includes three sets of buildings fronting Laurel Street: the Plaza A building, the Mayfair building, and the seven Laurel Duplex buildings. Each of the three sets of buildings provide variations in the horizontal depth of the front building walls by creating an organized rhythm of projections and notches ranging between 2 feet and 13 feet along the front building walls of each of the buildings, at intervals of not more than 35 feet. Therefore, the Project complies with Section 144.1.

M. **Off-Street Parking (Section 151.1)**. The Planning Code does not require off-street parking spaces be provided, but instead provides maximum parking amounts, permitted as accessory, based on land use type.

The Project would provide a total 847 off-street accessory parking spaces. For residential uses, up to 1.5 spaces per Dwelling Unit is permitted as accessory. With 744 Dwelling Units, up to 1,116 parking spaces would be allowed per Code. The Project proposes 744 parking spaces (a ratio of 1 parking space per Dwelling Unit), which, is within the maximum amount permitted by Code. For non-residential uses, the Planning Code permits off-street parking as accessory in the following amounts: up to 53 spaces would for Retail Sales and Service Uses; 78 spaces for Eating and Drinking Uses (food and beverage retail uses); and 11 spaces for Child Care Facility Use.

The DEIR (p. 4.C.80) identifies a required Mitigation Measure ("M-TR-2: Reduce Retail Parking Supply") to lessen the impact of the proposed Project's or Project Variant's parking supply for retail uses to less-than-significant levels. The Mitigation Measure limits parking for Retail Sales and Service Uses to 2.14 spaces per 1,000 gross square feet. Pursuant to Mitigation Measure M-TR-2, the Project is limited to a total of 74 off-street parking spaces for all retail uses. The Project proposes a total of 74 spaces for all retail uses.

For Child Care Facility Use, the Project proposes 29 spaces where 11 are permitted by Code as accessory. Therefore, the Project requires legislation to permit parking for Child Care Facility Use in an amount greater than is otherwise permitted by Code. Through a Planning Code Text and Map Ordinance (Board File No. 190844), the Planning Code would be amended to add Section 249.86, creating the 3333 California Street Special Use District. The Ordinance would allow off-street parking for any Child Care Facility Use at a rate of 1.5 spaces for each 9 children who could be accommodated in the Child Care Facility under the applicable child care licensing requirements at any one time. The Project proposes 29 off-street spaces for the Child Care Facility where 29 would be allowed under the Ordinance. Therefore, the Project complies with Section 151.1.

N. **Off-Street Freight Loading (Section 152).** The Planning Code requires certain amounts of off-street freight loading space based on the type and size of uses in a project.

The Project would provide a total of six off-street loading spaces where five are required by Code (the additional space provide as accessory). Three of the loading spaces would be located within the Walnut Building (accessible from Presidio Avenue), and the other three loading spaces would be located within the Masonic Building (accessible from Masonic Avenue). Therefore, the Project complies with Section 152.

O. **General Standards of Off-Street Parking, Freight Loading, and Service Vehicle Facilities (Section 155)**. The Planning Code establishes general standards as to location and arrangement for required off-street parking and freight loading facilities.

The Project would include both off-street parking and freight loading spaces not necessarily on the same lot as the use served after the proposed subdivisions of the Site, and is therefore seeking a modification through the Planned Unit Development (PUD) process, pursuant to Section 304 (see Section No. 8 for additional findings).

P. **Bicycle Parking (Sections 155.1, 155.2).** The Planning Code establishes bicycle parking requirements for new developments, depending on use. A Class 1 space is located in a secure, weather-protected facility and intended for long-term use by residents and employees. A Class 2 space is located in a publicly-accessible and visible location, and intended for use by visitors, guests, and patrons.

The Project includes 762 Class 1 and 77 Class 2 bicycle parking spaces (where 274 Class 1 and 69 Class 2 spaces are required by Code). The Class 1 bicycle parking spaces will be provided within each building, located within a secure, weather-projected facility, with independent access meeting the dimensional requirements of the Code. The Class 2 bicycle parking spaces would be located along each of the five street frontages encompassing the Site, near all main pedestrian entries to the uses (residential or non-residential) to which they are accessory. Therefore, the Project complies with Sections 155.1 and 155.2.

Q. **Shower Facilities and Lockers (Section 155.4).** The Planning Code requires shower facilities and lockers for Non-Retail Sales and Service Uses in the following amounts: two showers and 12 clothes lockers where the Occupied Floor Area exceeds 20,000 square feet but is no greater than 50,000 square feet, and four showers and 24 clothes lockers are required where the Occupied Floor Area exceeds 50,000 square feet.

The Project includes less than 50,000 square feet of non-residential uses and thus a total of 2 showers 12 lockers are required per Code. The Project would provide one shower and six lockers within each of the Plaza B and Walnut buildings. Therefore, the Project complies with Section 155.4.

R. **Car Sharing (Section 166)**. The Planning Code establishes requirements for new developments to provide off-street parking spaces for car-sharing services. The number of spaces depends on the amount and type of residential or office use. The car-share spaces must be made available to a certified car-share organization at the building site or within 800 feet.

The Project includes 10 car share spaces on the Site for both the residential and non-residential uses where 10 are required by Code. Therefore, the Project complies with Section 166.

S. **Unbundled Parking (Section 167)**. The Planning Code requires all off-street parking spaces accessory to residential uses in new structures of 10 dwelling units or more, or in new conversions of non-residential buildings to residential use of 10 dwelling units or more, shall be leased or sold separately from the rental or purchase fees for dwelling units for the life of the dwelling units, such that potential renters or buyers have the option of renting or buying a residential unit at a price lower than would be the case if there were a single price for both the residential unit and the parking space.

The Project will lease or sell all accessory off-street parking spaces separately from the rental or purchase fees for dwelling units for the life of the Dwelling Units. Therefore, the Project complies with Section 167.

T. **Transportation Demand Management (TDM) Plan (Section 169).** The Planning Code requires applicable projects to finalize a TDM Plan prior Planning Department approval of the first building permit or site permit.

The Project Sponsor submitted a completed Environmental Evaluation Application prior to July 14, 2016. Therefore, under Planning Code section 169, the Project must achieve 50% of the point target established in the TDM Program Standards, resulting in a required target of 39 points (50% of 78).

The Developer shall implement a site-specific Transportation Demand Management Plan included as part of a Development Agreement (Board File No. 190845). While the Project would be subject to Planning Code Section 169.3(e)(1) and required to implement a minimum of 50% of the applicable target points, the Project Sponsor commits through the Development Agreement, to be subject to Planning Code Section 169.3(e)(2) and to implement 75% of applicable target points, resulting in a target of 59 points (75% of 78). Otherwise, the Project remains subject to all of the provisions of Planning Code Section 169 et seq. Therefore, the Project complies with Section 169.

As currently proposed, the Project will achieve 59 points through the following TDM measures:

- Improve Walking Conditions (Option A)
- Bicycle Parking (Option C)
- Showers and Lockers
- Bicycle Repair Station
- Bicycle Maintenance Services
- Fleet of Bicycles
- Car Share Parking (Option B)
- Delivery Supportive Amenities
- Provide Delivery Services
- Family TDM Amenities (Options A + B)
- On-site Childcare
- Multimodal Wayfinding Signage
- Real Time Transportation Information Displays

- Tailored Transportation Marketing Services (Option C)
- On-site Affordable Housing (Option B)
- Unbundled Parking (Option D)
- Parking Pricing

U. **Compliance with Special Restrictions (Section 174).** In 1952, the Commission adopted Resolution 4109 which approved a rezoning of the subject property to a First Residential District and included additional stipulations subject to future development of the Site. The Site has subsequently undergone additional rezoning, as it is now within an RM-1 District. However, the stipulations of future development as outlined in Resolution 4109 continue to apply, absent modification per Planning Code Section 174.

Through a proposed Planning Code Text and Map Ordinance (Board File No. 190844), Commission Resolution No. 4109, and all related conditions, stipulations, special restrictions, and other limitations imposed in connection with Resolution No. 4109 will no longer apply and will be extinguished effective the date of the Ordinance.

V. **Residential Density (Sections 207, 209.2, 304).** The Planning Code regulates residential density by zoning district. Within the RM-1 Zoning District, up to 3 units per lot or up to one dwelling unit per 800 square feet of lot area is permitted.

The Project proposes a residential density that exceeds what is permitted within the RM-1 Zoning District. Therefore, the Project seeks a modification through the Planned Unit Development (PUD) process, pursuant to Section 304 (see Section No. 8 for additional findings).

W. **Dwelling Unit Mix (Section 207.7).** The Planning Code requires that no less than 25% of the total number of proposed dwelling units shall contain at least two bedrooms and that no less than 10% of the total number of proposed dwelling units shall contain at least three bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units and units counted towards the three-bedroom requirement may also count towards the requirement for units with two or more bedrooms

The Project would meet the dwelling unit mix requirement on a site-wide basis, as opposed to an individual building basis, with one-bedroom, two-bedroom, and three-bedroom units distributed across the Site, while the Plaza A building would contain the majority of the studio units, and the Laurel Duplexes would contain the majority of the four-bedroom units. The Project will provide the following dwelling unit mix: 27 studio units (3%); 392 one-bedroom units (53%), 195 two-bedroom units (26%), 103 three-bedroom units (14%); and 27 four-bedroom units (4%). With 44% of the dwelling units containing at least two bedrooms, the Project exceeds the dwelling unit mix requirement. Therefore, the Project complies with Section 207.7.

X. **Height (Sections 260 and 261).** Planning Code requires that the height of buildings not exceed the limits specified in the Zoning Map and defines rules for the measurement of height.

Given the Project proposes both new structures and alterations to an existing legal, nonconforming building that would otherwise exceed the heights established by the underlying Height and Bulk District, the Project requires relief from the Code. Through a proposed Planning Code Text and Map Ordinance (Board File No. 190844), the Site's underlying Height and Bulk District is 40-X, 45-X, 67-X, 80-X, and 92-X, accommodating the maximum height of each of the 13 buildings, as proposed by the Project. The Project seeks a modification through the Planned Unit Development (PUD) process, pursuant to Section 304, for minor deviations from the provisions for measurement of height in Sections 260 and 261 (see Section No. 8 for additional findings).

Y. **Shadows on Parks (Section 295)**. The Planning Code requires a shadow analysis for projects over 40 feet in height to ensure that new buildings do not cast new shadows on properties that are under the jurisdiction of the San Francisco Recreation and Park Department.

The Planning Department prepared an initial shadow fan that indicated the proposed Project may cast a shadow on either Laurel Hill Playground, or Presidio Heights Playground, both of which are properties under the jurisdiction of the San Francisco Recreation and Park Department ("Recreation and Park Department"). A detailed shadow analysis was performed by a qualified consultant that indicated the Project would not cast any new shadow on either Laurel Hill Playground or Presidio Heights Playground, nor any other open space under the jurisdiction of Section 295. As such, a No Impact Letter was issued on August 7, 2019.

Z. **Transportation Sustainability Fee (TSF) (Section 411A)**. Section 411a requires projects that result in more than twenty new dwelling units or new construction of a non-residential use exceeding 800 square feet to pay the TSF to help meet the demands imposed on the City's transportation system by new developments, funding transit capital maintenance, transit capital facilities and fleet, and pedestrian and bicycle infrastructure.

The Project will comply with Section 411A.

AA. **Jobs Housing Linkage Fee (Section 413)**. Section 413 shall apply to any project that increases by 25,000 or more gross square feet the total amount of any combination of the following uses; entertainment, hotel, Integrated PDR, office, research and development, retail, and/or Small Enterprise Workspace.

The Project will comply with Section 413.

BB. **Child Care Requirement for Residential Projects (Section 414A)**. Section 414A shall apply to any residential development project that results in at least one net new residential unit.

Under the requirements of section 249.86 (3333 California Street Special Use District, Board File No. 190844), the provisions of Section 414A do not apply to the Project so long as the Development Agreement is in effect. Instead, the Development Agreement (Board File No. 190845) stipulates that the Project provide a 14,665 square-foot child care facility, including an outdoor activity area, capable of accommodating at least 175 children, with 10% of the maximum number of permitted slots to be provided to children in low-income households.

CC. **Inclusionary Affordable Housing Program (Section 415)**. The Planning Code sets forth the requirements and procedures for the Inclusionary Affordable Housing Program. Under Planning Code Section 415.3, these requirements apply to projects that consist of 10 or more units.

Under the provisions of Planning Code Section 249.86, (3333 California Street Special Use District, Board File No. 190844), the provisions of Section 415 do not apply to the Project for as long as the Development Agreement is in effect. The Development Agreement (Board File No. 190845) outlines terms for the Project's affordable inclusionary housing provisions. At buildout, 25% of the Project's units will be deed-restricted, on-site affordable units designated for low-income senior households with incomes below 80% of Area Median Income (AMI), with an overall average of not more than 59% of AMI, as established by the Mayor's Office of Housing and Community Development (MOHCD). These affordable units will be located within the Walnut Building and consist of 185 studio and 1-bedroom units for seniors plus 1 on-site manager's unit.

8. **Planning Code Section 303** establishes criteria for the Commission to consider when reviewing applications for Conditional Use approval. On balance, the project does comply with said criteria in that:

A. The proposed new uses and building, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable, and compatible with, the neighborhood or the community.

The Project is necessary and desirable in that it will create a new mixed-used infill development within the Laurel Heights neighborhood at a scale that appropriately preserves the diversity and vitality of the neighborhood, while also maintaining and contributing to the important aspects of the existing neighborhood, such as providing new housing opportunities with no displacement of any existing residential uses. The size and intensity of the proposed development is consistent with the policies and objectives of the General Plan and is necessary and desirable for this neighborhood and the surrounding community because it will provide new opportunities for housing and add new site amenities, including privately-owned, publicly-accessible open space, retail uses, and a child care facility, that will contribute to the character of the surrounding neighborhood. The pedestrian pathways (Mayfair and Walnut Walk) will open and connect the Site to the surrounding community by extending the neighborhood urban pattern and surrounding street grid into the Site. The Project would revitalize an underutilized development lot that is predominately occupied by surface parking lots, driveways, and a large, existing legal nonconforming structure containing existing non-complying non-residential uses (office use). The

Project would introduce new residential uses across the entirety of the Site, with retail and childcare uses contained within structures fronting California Street. The influx of new residents will contribute to the economic vitality of the existing neighborhood by adding new patrons for the nearby retail uses. Above all, housing is a top priority for the City and County of San Francisco and the Project would maximize residential density on the Site through approvals as a Planned Unit Development (PUD).

B. The proposed project will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. There are no features of the project that could be detrimental to the health, safety or convenience of those residing or working the area, in that:

i. Nature of proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The Project is an infill development that replaces existing buildings and surface parking lots with a new mixed-use development that is on balance consistent with the General Plan. The Site is substantial in size at approximately 447,000 square feet (or roughly 10.25 acres). The Project maximizes residential density while also introducing new pedestrian connections, hard- and soft-scape open space, and allowing for a scale of development that is consistent with existing and proposed development in the area. The overall site plan, along with the design of each building, has been carefully crafted to allow for a consistent street wall and active ground floor spaces along California Street, with an appropriate variation in building design, texture and scale. The arrangement and sculpting of buildings is also designed to frame the network of pedestrian and visual pathways through the site and to its major open spaces, creating a sense of permeability and connectivity with the surrounding neighborhood.

ii. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

The Project has been designed to provide improved pedestrian and vehicular connections to the Site, as well as new pedestrian connections through the Site. Sufficient off-street parking, including for both the retail uses and child care facility, would be provided in underground parking garages, which would be appropriately accessed from the Walnut Street extension, Presidio Avenue, and Laurel Street.

The Project includes a total of six off-street loading spaces, two on-street commercial loading zones (on California Street), three on-street passenger loading zones (on Masonic Avenue, Euclid Avenue, and Laurel Street), and approximately 74 on-street public parking spaces. On-street freight and passenger loading zones are strategically placed nearest building entrances, with freight loading supporting the retail and non-residential uses along California Street.

The proposed Project also includes a TDM program in compliance with the TDM Ordinance and TDM Program Standards, and includes 10 car share parking spaces as required by Planning Code Section 166, as well as ample bicycle parking. Accessibility and traffic patterns, the type and volume of traffic, and the proposed off-street parking and loading are all discussed in additional detail in Project's Transportation Impact Study and other Project CEQA documents on file with the Planning Department. The Project is in close proximity to numerous public transit options, with various bus routes along California Street, and nearby along both the Geary Avenue and Sacramento Street commercial corridors.

iii. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

The Project is primarily a residential development and therefore is not anticipated to create any noxious or offensive emissions or odors. The Project sponsor will comply with the City's standard construction-related conditions designed to minimize temporary dust impacts during the construction period. All potential Project impacts on noise, glare, and dust are discussed in the Project's FEIR, including the MMRP. In light of the nature of the development, applicable Code requirements and standard conditions of approval, and the conclusions reached in the Project's FEIR on file with the Planning Department, no noxious or offensive emissions such as noise, glare, dust, and odor are expected.

iv. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

The Project will create a series of privately-owned, publicly-accessible new north/south and east/west pedestrian connections across the Site, including substantial new landscaping around and throughout the Site, and major new privately-owned, publicly-accessible open space. The open space plan and landscape design includes features such as plaza and garden elements, and over 300 new trees (including new and replacement trees). Lighting and signage will be incorporated as the Project design progresses, and will comply with applicable Code requirements. These and other Project elements will be consistent with the City's Better Streets Program.

C. That the use as proposed will comply with the applicable provisions of the Planning Code and will not adversely affect the General Plan.

The Project will generally comply with the provisions of the Planning Code, as amended in Board File No. 190844 and with the Development Agreement (Board File No. 190845). The Project will be, on balance, consistent with the General Plan, particularly with plans and policies related to locating dwelling unit density near transportation, creating new housing, including affordable/supportive housing, providing new publicly-accessible private open space, creating new pedestrian connections to and through the neighborhood, and implementing streetscape improvements. Further, the Project seeks a number of modifications to the requirements of the Code through the PUD process. The purpose of the

PUD process is to allow well-designed development on larger sites to request modifications from the strict requirements of the Planning Code, provided that the project generally meets the intent of these Planning Code requirements and will not adversely affect the General Plan. The requested modifications, and compliance with the PUD criteria and consistency with the General Plan are discussed under Section No. 8 and incorporated here by reference.

D. That the use as proposed would provide development that is in conformity with the purpose of the applicable Use District.

The Project is consistent with the stated purpose of RM-1 Zoning District and the 3333 California Street Special Use District. RM-1 Zoning Districts, as described in Section 209.2, contain a mixture of the dwelling types that broaden the range of unit sizes and the variety of structures, outdoor space at ground and upper levels regardless of form of structures, and non-residential uses to provide for the needs of residents. Shopping facilities and transit lines may be found within a short distance of these districts. On balance, the Project provides a range of unit sizes within a variety of structures, privately-owned, publicly-accessible open space, and retail uses to provide for the needs of residents. The site is located on and within walking distance of existing transit lines and located within walking distance of existing shopping facilities. The Project will include residential uses, and non-residential uses in a size that provides for the needs of residents.

E. The use or feature satisfies any criteria specific to the use or feature in Subsections (g), *et seq.* of this Section.

On February 26, 2019, a resolution (Board File No. 190230) was introduced, imposing interim zoning controls for 18 months to require a Conditional Use Authorization for a change of use from a Child Care Facility to another use. Any consideration of a Conditional Use Authorization for a change of use from a Child Care Facility to another use shall take into account the following factors:

i. Any findings by the Office of Early Care and Education regarding the capacity of the existing Child Care Facility Use, the population served, and the nature and quality of services provided;

The childcare facility currently located on the Site is operated by Bright Horizons, a national provider of childcare services. According to information on file with the Office of Early Care and Education, the existing facility is licensed for a total of 129 children, with an infant license for 42 children and a preschool license for 87 children. In addition, the Office believes that the existing facility has what is known as a 'Toddler Option' in order to also serve toddlers. However, the toddler license does not increase the total licensed capacity of 129. The existing facility is a National Association for the Education of Young Children (NAEYC) accredited program, which, is a nationally-recognized measure of early education quality.

ii. The impact of the change of use on the neighborhood and community;

The Project proposes to replace the existing childcare facility with a new childcare facility with capacity to serve approximately 175 children under current licensing requirements. While there may be a period of time during which the existing facility has ceased operations and the new facility is under construction, the Development Agreement (Board File No. 190845) requires the facility to be built as part of construction of the Walnut Building.

In addition, Bright Horizons will be opening a new childcare facility in the City Center project on Geary and Masonic that will accommodate the children who are enrolled at the existing facility. Because it is located on what is currently a UCSF campus property, the existing Bright Horizons facility gives preference to UCSF families, regardless of whether they live in the neighborhood. Pursuant to the Development Agreement (Board File No. 190845), the new childcare facility will be open to the general public. As such, it will result in expanded access to childcare for the neighborhood.

iii. Whether there are sufficient licensed child care slots available within a one-mile radius of the site; and

According to the Office of Early Care and Education, there are 19 licensed child care centers and 26 Family Child Care homes in the 94118 Zip Code's geographic area.

iv. Whether the Child Care Facility Use to be converted will be relocated or replaced.

The Project proposes to provide a new childcare facility with capacity to serve approximately 175 children under current licensing requirements. Bright Horizons, which operates the existing facility, anticipates opening a new childcare facility in the City Center project on Geary and Masonic.

9. **Planning Code Section 304** establishes procedures for Planned Unit Developments, which are intended for projects on sites of considerable size, including an area of not less than half-acre, developed as integrated units and designed to produce an environment of stable and desirable character, which will benefit the occupants, the neighborhood and the City as a whole. In the cases of outstanding overall design, complementary to the design and values of the surrounding area, such a project may merit a well-reasoned modification of certain provisions contained elsewhere in the Planning Code.

A. **Modifications.** The Project Sponsor requests the following modification from the requirements of the Planning Code. These modifications are listed below, along with a reference to the relevant discussion for each modification.

i. **Rear Yard (Section 134):** *The Project does not provide a code-complying rear yard. As such, the Project is seeking a modification of the rear yard requirement defined in Planning Code Section 134.*

The Commission finds this modification warranted, since the Project provides for a comparable amount of open space accessible to residents of the development, in lieu of the required rear yard.

The Site encompasses nearly the entirety of Block 1032, fronting several streets, with no existing pattern of mid-block open space since the majority of the Site is currently occupied by existing buildings and surface parking lots. As such, the Site is not configured in a manner that adheres to (or necessarily benefits from) the traditional rear yard requirements of the Code. The Project would improve existing conditions by creating new connections to the surrounding street grid and providing new open space through a series of private and public open spaces and landscaped areas, including private usable open space (residential), common usable open space, privately-owned, publicly-accessible open space, private open space for the child care facility, and other open areas (e.g., inner and outer courtyards).

On the whole, the Project would provide 52 percent of the overall lot area (approximately 233,000 square feet) as grade-level open area, some of which would be privately-owned, publicly-accessible public open space and some of which would be private open space exclusively for residents. The Project would include streetscape improvements and a total of approximately 125,000 square feet (or roughly 2.88 acres) of privately-owned, publicly-accessible landscaped open space with multi-purpose plazas, lawns, and pathways.

ii. **Permitted Obstructions (Section 136):** *The Project includes bay windows that exceed the dimensional limits allowed per Code. As such, the Project is seeking a modification of the permitted obstructions requirements defined in Planning Code Section 136. The Commission finds this modification warranted, since the Project, in an attempt to improve the overall visual interest of the buildings, provides a varied bay window design within each of the buildings.*

The Project includes bay windows within the Plaza B building on floors 1 through 4 that would not meet the strict requirements of the Code Sectioning governing permitted obstructions. The Project, in an attempt to improve the overall visual interest of the building through a varied bay window design, is providing five bay windows, ranging between 12'-0" to 19'-8", all of which exceed the nine-foot linear allowance per Code.

iii. **Dwelling Unit Exposure (Section 140):** *The Project includes Dwelling Units that do not face onto an open area as defined by the Code. As such, the Project is seeking a modification of the dwelling unit exposure requirements defined in Planning Code Section 140. The Commission finds this modification warranted, since the Project has been designed in a manner that the majority of the units (97%) meet the requirements for dwelling unit exposure.*

The Project has been designed to maximize dwelling unit exposure along street frontages, inner courts and/or open spaces between buildings that meet the strict requirements of the Code. Of the 744 Dwelling Units proposed, only 21 Dwelling Units (or approximately 3 percent of the total unit count) would not comply with the strict dimensional requirements of the Code.

iv. **General Standards of Off-Street Parking, Freight Loading, and Service Vehicle Facilities (Section 155). (Sections 155):** *The Project would include both off-street parking and freight loading spaces not necessarily on the same lot as the use served after the proposed subdivisions of the Site. As such, the Project is seeking a modification of the general standards of off-street parking and freight loading requirements defined in Planning Code Section 155. The Commission finds this modification warranted, since the Project provides sufficient off-street parking and freight loading for the uses served within enclosed garages with the minimum number of access points as is necessary as to reduce the total number of curb cuts on the Site.*

Pursuant to Section 155(a), required off-street parking and freight loading shall be located on the same lot as the use(s) served. While the Project is compliant with the amount of provided accessory off-street parking and required freight loading, the locations of both the off-street parking and freight loading spaces would not necessarily be provided on the same lot as the use served after the proposed subdivisions of the Site. The proposed site plan for four below-grade garages allows connection between garages, thereby reducing unnecessary on-street vehicular circulation around the Site.

v. **Dwelling Unit Density (Sections 207, 209.3):** *The Project includes residential uses with a total of 744 Dwelling Units, exceeding the number of units permitted within the RM-1 Zoning District. As such, the Project is seeking a modification of the dwelling unit density limits as defined in Planning Code Sections 207 and 209.3. The Commission finds this modification warranted, since the Project would provide much-needed housing, with a range of unit types, including the provision of senior affordable housing units.*

vi. **Measurement of Height (Section 260):** *The Project includes proposed amendments to the underlying Height and Bulk Districts of 40-X, 45-X, 67-X, 80-X, and 92-X, as amended in the Zoning Map Ordinance (Board File No. 190844), The Project proposes both new structures and alterations to an existing nonconforming building that would otherwise exceed the heights established by the underlying Height and Bulk District. As such, the Project is seeking minor deviations from the provisions for measurement of height in Sections 260 and 261 for each of the proposed new and adapted buildings on the Site. The Commission finds this modification warranted, given the Site's unique configuration and the desire to maximize residential density at the Site. With the proposed height and bulk district amendments in Board File No. 190844, and the deviations from the provisions for measuring height, the maximum height of each of the 13 buildings would be accommodated.*

The Site's topography varies significantly across the Site generally upsloping from east to west, and from north to south, with an approximately 67-foot total difference in elevation across the Site. The Site contains two existing buildings, the largest of which (Center Office Building), at 52'-10" tall, is deemed a legal, noncomplying structure pursuant to Code Section 180. The Project proposes an adaptive reuse of the Center Office Building, and the construction of 13 new buildings on the Site.

The proposed heights of each of the buildings contained within the Project are as follows: the Mayfair, Laurel Duplexes (seven individual buildings), Euclid, and Masonic buildings, each reaching a maximum height of 40 feet; the Plaza A and Plaza B Buildings, each reaching a maximum height of 45 feet; the Walnut Building reaching a maximum height of 67 feet; the Center Building A reaching a maximum height of 80 feet, and the Center Building B reaching a height of 92 feet. The Project proposed minor deviations from the provisions for measurement of height in Sections 260 and 261 for each of the proposed new and adapted buildings on the Site as follows:

Plaza A Building: The Plaza A Building fronts both Laurel Street and California Street. As such, the Project utilizes Laurel Street for the purposes of measuring height, pursuant to Section 260(a)(1)(D). Laurel Street has a slope of less than 5% and thus is measured at the midpoint of the frontage at existing curb. The measurement from Laurel Street is down-sloping and is carried to the line equidistant between Laurel Street and the Walnut Street Extension. The measurement is taken to 45 feet, to allow an additional 5 feet to accommodate adequate retail floor-to-floor heights.

Plaza B Building: The majority of the Plaza B Building is measured from the Walnut Street Extension per Section 260(a)(1)(B). A small portion of the NW corner is measured in the same manner as the Plaza A Building. The slope of Walnut Street varies, with the southern portion under 5% and the portion closer to California requiring stepping. Pursuant to Section 260(a)(3), the portion closer to California Street is measured in 55-ft segments. Measuring from the Walnut Street Extension is up-sloping and complies with Section 260(a)(1)(C), with the first 10-ft measured from the centerline of the segment at new curb, thereafter measured at the average of new grades on either side of the section. The measurement is taken to 45 feet, to allow an additional 5 feet to accommodate adequate retail floor-to-floor heights.

Walnut Building: The Walnut Building fronts California Street, Walnut Street Extension and Presidio Streets. For the western portions of the building the Project elects to measure down-sloping from the Walnut Street Extension per Section 260(a)(1)(D). The slope of the Walnut Street Extension varies, with the southern portion under 5% and the portion closer to California Street requiring stepping. Per Table 260 the portion closer to California Street is measured in 55-foot segments. The measurement from the Walnut Street Extension is down-sloping and is carried to the line equidistant between Walnut Street and Presidio Avenue. The eastern portions of the Walnut building is measured up-sloping from Presidio Avenue per Section 260(a)(1)(B). The slope of Presidio Avenue is less than 5% and is therefore measured at the midpoint of the frontage. Measuring from Presidio Avenue is up-sloping and complies with Section 260(a)(1)(C), with the first 10-ft measured from the centerline of frontage at existing curb, thereafter measured from the average of new grades on either side of the building. The measurement is taken to 67 feet, to accommodate adequate retail floor-to-floor heights, in addition to the additional floors accommodating the affordable housing building that will have 185 senior units and 1 on-site manager's unit, as proposed under the EIR Variant.

Euclid Building: The Euclid Building fronts onto Euclid Avenue and Walnut Walk. This area is measured from Euclid Avenue per Section 260(a)(1)(D). This site is up-sloping and is therefore measured per Section 260(a)(1)(C). Since Euclid Avenue slopes at 10%, the allowable height is measured at multiple cross-sections perpendicular to the building, taken at a maximum of 65-foot increments per Table 260. Each of the given reference points is derived from the existing grade at each cross-section, to arrive at the allowable height for points along that cross section.

Laurel Duplexes: The Laurel Duplexes front onto Laurel Street, and the heights of the buildings are measured from Laurel Street. This area of the Site is up-sloping and is therefore measured per Section 260(a)(1)(C). Since Laurel Street slopes at 7%, the allowable height is measured at a cross-sections perpendicular to the building, taken at the centerline of each duplex and no more than 65-foot apart per Table 260. Each of the given reference points is derived from the existing grade at each cross-section to arrive at the allowable height for points along that cross section.

Mayfair Building: The Mayfair Building fronts onto Laurel Street, and the height of the building is measured from Laurel Street. This site is up-sloping and is therefore measured per Section 260(a)(1)(C). Since Laurel Street slopes at 7%, the allowable height is measured at a cross-sections perpendicular to the building, taken at the centerline of each building step and no more than 65-foot apart per Table 260. Each of the given reference points is derived from the existing grade at each cross-section, to arrive at the allowable height for points along that cross section.

Center Buildings A and B: The measurement of height for the adapted Center Buildings A and B is the same process as the measurement of height of the existing, single Center Office Building, as taken from Laurel Street. As measured from Laurel Street, the existing Center Office Building is 52'-10" tall; as such, the structure is deemed an existing legal, noncomplying structure pursuant to Section 180. The Project would include the adaptive reuse of the Center Office Building for residential uses (as two separate buildings: Center Building A and Center Building B, linked by an above-grade pedestrian passage). For the adapted Center Building A, the measurement is taken to 80 feet, and for the adapted Center Building B, the measurement is taken to 92 feet, adding two and three floors to each building, respectively. The additional floors are necessary to accommodate the addition of 190 dwelling units between the two buildings, completing the adaptive reuse from a former office building into repurposed residential building.

B. **Criteria and Limitations.** Section 304(d) establishes criteria and limitations for the authorization of PUDs over and above those applicable to Conditional Uses in general and contained in Section 303 and elsewhere in the Code. On balance, the Project complies with said criteria in that it:

1) Affirmatively promotes applicable objectives and policies of the General Plan;

The Project promotes many of the objectives and policies of the various Elements of the General Plan, as discussed in greater detail below and incorporated here by reference.

2) Provides off-street parking adequate for the occupancy proposes.

The Project would provide sufficient off-street parking to adequately serve the residential and non-residential uses, with a maximum of 857 off-street vehicle parking spaces, inclusive of 10 car share spaces, which will accommodate the 744 residential units (including 185 senior housing units) as well as the retail and child care uses proposed.

3) Provide open space usable by the occupants and, where appropriate, by the general public, at least equal to the open spaces required by this Code;

The Project would contain approximately 52 percent of the overall lot area (approximately 233,000 square feet – excluding green roofs) as open area, with portions to be developed with a combination of privately-owned, publicly-accessible open space, common open space (some of which would be open to the public) and private open space for residents. The Project would include a total of 125,226 square feet (or 2.88 acres) of publicly-accessible landscaped open space with multi-purpose plazas, lawns, and pathways. The Project would provide 71,405 square feet of open space in excess of that required under Section 135 of the Code.

4) Be limited in dwelling unit density to less than the density that would be allowed by Article 2 of this Code for a district permitting a greater density, so that the Planned Unit Development will not be substantially equivalent to a reclassification of property;

As the Site is located within the RM-1 Zoning District, the Site would be limited to a residential density equal to one fewer unit than what is permitted within the RM-2 Zoning District. With a modification of residential density as a PUD, with a site area of 447,361 square feet, the residential density on the Site would be limited to a maximum of 745 Dwelling Units. The Project proposes a total of 744 Dwelling Units, below the maximum allowed residential density as a PUD.

5) In R Districts, include commercial uses only to the extent that such uses are necessary to serve residents of the immediate vicinity, subject to the limitations for NC-1 Districts under this Code, and in RTO Districts include commercial uses only according to the provisions of Section 230 of this Code;

The Project would contain commercial uses along California Street that would serve residents of the immediate vicinity and would be subject to commercial use size and Formula Retail controls in the NC-S zoning district, as specified in section 249.86, the 3333 California Special Use District. SUD (Planning Code Text and Map Ordinance (Board File No. 190844)). Because each of the buildings along California Street would

include commercial uses that are less than 6,000 feet, the retail uses would be smaller in scale and would therefore serve the immediate vicinity, and would not be expected to attract customers on a regional level.

6) Under no circumstances be excepted from any height limit established by Article 2.5 of this Code, unless such exception is explicitly authorized by the terms of this Code. In the absence of such an explicit authorization, exceptions from the provisions of this Code with respect to height shall be confined to minor deviations from the provisions for measurement of height in Sections 260 and 261 of this Code, and no such deviation shall depart from the purposes or intent of those sections.

The Project proposes both new structures and alterations to an existing nonconforming building that would otherwise exceed the heights established by the underlying Height and Bulk District, as modified by the Planning Code map ordinance in Board File No. 190844. As such, the Project is seeking minor deviations from the provisions for measurement of height in Sections 260 and 261 for each of the proposed new and adapted buildings on the Site.

7) In NC Districts, be limited in gross floor area to that allowed under the floor area ratio limit permitted for the district in Section 124 and Article 7 of the Code;

Through a proposed Planning Code Text and Map Ordinance (Board File No. 190844), the Planning Code would be amended to add Section 249.86, creating the 3333 California Street Special Use District. However, the Site would remain within the RM-1 Zoning District. As such, the Site is not located within an NC Zoning District, as defined within Article 7 of the Code.

8) In NC Districts, not violate the use limitations by story set forth in Article 7 of this Code;

Not applicable since the Site is located within a RM-1 Zoning District.

9) In RTO and NCT Districts, include the extension of adjacent alleys or streets onto or through the site, and/or the creation of new publicly-accessible streets or alleys through the site as appropriate, in order to break down the scale of the site, continue the surrounding existing pattern of block size, streets and alleys, and foster beneficial pedestrian and vehicular circulation.

Not applicable since the Site is located within a RM-1 Zoning District.

10) Provide street trees as per the requirements of Section 138.1 of the Code.

In total, the Project would provide 88 street trees. The Project would replace the existing 15 street trees along California Street, with 31 new street trees along California Street. Along the Laurel Street, Euclid Avenue, and Masonic Avenue frontages, up to 57 additional new street trees would be planted. The Project would pay the in-lieu fee for any required street trees that could not be planted. If any underground utilities or other barriers prevent a street tree from being planted, the proposed Project would be consistent with the requirements of Section 138.1(c)(2)(C)(iii). Additionally, eleven (11) key trees located on the Site would be preserved.

11) Provide landscaping and permeable surfaces in any required setbacks in accordance with Section 132 (g) and (h).

The Project is not subject to the requirements of Planning Code Section 132(g) and (h); however, the Project would provide new streetscape elements, including new street trees, new landscape areas and new sidewalk paving adjacent to the Site.

10. **General Plan Compliance.** The Project is, on balance, consistent with the following Objectives and Policies of the General Plan for the reasons as set forth below:

GENERAL PLAN: HOUSING ELEMENT

Objectives and Policies

OBJECTIVE 1:
IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

Policy 1.1
Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.

Policy 1.8
Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

Policy 1.10
Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

OBJECTIVE 4:
FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.

Policy 4.1
Develop new housing, and encourage the remodeling of existing housing, for families with children.

Policy 4.4
Encourage sufficient and suitable rental housing opportunities, emphasizing permanently affordable rental units wherever possible.

Policy 4.5
Ensure that new permanently affordable housing is located in all of the City's neighborhoods, and encourage integrated neighborhoods, with a diversity of unit types provided at a range of income levels.

OBJECTIVE 11:
SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

Policy 11.1
Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.

Policy 11.2
Ensure implementation of accepted design standards in project approvals.

Policy 11.3
Ensure growth is accommodated without substantially and adversely impacting existing residential neighborhood character.

Policy 11.4:
Continue to utilize zoning districts which conform to a generalized residential land use and density plan and the General Plan.

Policy 11.6
Foster a sense of community through architectural design, using features that promote community interaction.

Policy 11.8
Consider a neighborhood's character when integrating new uses, and minimize disruption caused by expansion of institutions into residential areas.

OBJECTIVE 12

BALANCE HOUSING GROWTH WITH ADEQUATE INFRASTRUCTURE THAT SERVES THE CITY'S GROWING POPULATION.

Policy 12.1
Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

Policy 12.2
Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.

Policy 12.3
Ensure new housing is sustainably supported by the City's public infrastructure systems.

OBJECTIVE 13
PRIORITIZE SUSTAINABLE DEVELOPMENT IN PLANNING FOR AND CONSTRUCTING NEW HOUSING.

Policy 13.1
Support "smart" regional growth that located new housing close to jobs and transit.

Policy 13.3
Promote sustainable land use patterns that integrate housing with transportation in order to increase transit, pedestrian, and bicycle mode share.

GENERAL PLAN: COMMERCE AND INDUSTRY

OBJECTIVE 1
MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

Policy 1.1
Encourage development which provides substantial net benefits and minimizes undesirable consequences. Discourage development which has substantial undesirable consequences that cannot be mitigated.

OBJECTIVE 3
PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

Policy 3.2
Promote measures designed to increase the number of San Francisco jobs held by San Francisco residents.

GENERAL PLAN: TRANSPORTATION

OBJECTIVE 2
USE THE EXISTING TRANSPORTATION INFRASTRUCTURE AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

Policy 2.1
Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development and coordinate new facilities with public and private development.

Policy 2.5
Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.

OBJECTIVE 23
IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.

Policy 23.1
Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.

GENERAL PLAN: URBAN DESIGN ELEMENT

Objectives and Policies

OBJECTIVE 1:
EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

Policy 1.2
Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.

Policy 1.3
Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

Policy 1.7
Recognize the natural boundaries of districts, and promote connections between districts.

GENERAL PLAN: RECREATION AND OPEN SPACE ELEMENT

Objectives and Policies

OBJECTIVE 1:

ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM.

Policy 1.1
Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.

The Project would provide a mixed-used development with residential (including substantial new affordable housing), retail, and open space uses, leveraging the Site's location along transit corridors and allowing people to work and live within close proximity to transit, consistent with numerous Housing Element and Transportation Element policies that encourage residential and mixed-use development near transit. Furthermore, as detailed in the Development Agreement (Board File No. 190845), the Project exceeds the Planning Code's inclusionary affordable housing requirements, and will provide a 25% level of on-site affordable housing at Project buildout, fulfilling the Housing Element's objective of encouraging affordable housing.

The Site is located in a transit-rich location, within close proximity to various bus lines. Future residents can walk, bike, or access MUNI, or regional bus service from the Site. The Project includes a detailed, TDM program tailored to the Project uses, with various performance measures, monitoring and enforcement measures designed to incentivize use of transit and other alternatives to single occupancy vehicle trips. In addition, the Project's streetscape design would enhance vehicular, bicycle, and pedestrian access and connectivity through the site. The Project would be easily accessed by bicyclists and pedestrians. These Project attributes are consistent with numerous General Plan policies encouraging development that includes environmentally sustainable patterns of movement.

The Project would remove portions of—and re-develop the remainder of—a large-scale building and rest of the site with a series of smaller state-of-the-art buildings designed to be consistent with the neighborhood character and scale. The Project's high-quality architectural and landscape design encourages variety, compatibility with the surrounding context, and strong urban design with prominent corners. The Project would incorporate varying heights, massing, and scale, creating a strong, consistent streetwall along the various street frontages, consistent with the Urban Design Element's objective to emphasize the characteristic pattern which gives to the City and its neighborhoods an image, a sense of purpose, and a means of orientation The Project has been designed to promote community interaction, both within the Project through common residential open space and with the broader community, through access to the privately-owned, publicly-accessible open space on the Site. The Project would also create new connections to the surrounding street grid, including new pedestrian connections, and other street and streetscape improvements.

The Project is located in an area that is well-served by retail and other neighborhood services, and would provide additional neighborhood-serving retail space along California Street. The Project would help meet the job creation goals, consistent with the Commerce and Industry Element, and as established in the City's Economic Development Strategy by generating new employment opportunities, and by providing expanded employment opportunities for City residents at varying employment levels both during and after construction. The

Development Agreement's community benefit programs include commitments to construction and operations workforce first source hiring, as well as local business enterprise requirements for construction and end use jobs.

The Project would include streetscape improvements to enhance the safety of, and strengthen the network of, existing sidewalks and street crossings that abut the Site including Presidio, Masonic, and Euclid Avenues, as well as Laurel Street, and Mayfair Drive, consistent with the Urban Design Element's goal to recognize, protect and reinforce the existing street pattern. These physical improvements also meet the goals and objectives of the Better Streets Plan. Specifically, the Project would include the following streetscape and pedestrian improvements: a new at-grade street crossing; sidewalk widening; enhanced paving; installation of new street trees and street lighting on various adjacent public rights-of-way. These improvements require a major encroachment permit from the Department of Public Works that is subject to Board of Supervisors approval. The encroachment permit imposes long-term maintenance responsibility and liability for these improvements on the Project Sponsor.

On the whole, the Project would add a significant amount of housing to a site that is currently underutilized, well-served by existing and future transit, and is within walking distance of substantial goods and services. The Project would create appropriate residential density at a location that is well served by transit and would include substantial new on-site open space to support and activate the new active ground floor and open space uses in the proposed Project and to serve the broader neighborhood. The Project balances significant housing production with new and improved infrastructure and related public benefits, including an on-site child care facility.

11. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the Project complies with said policies in that:

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

    The Project would have a positive effect on existing neighborhood-serving retail uses because it would bring additional residents to the neighborhood, thus increasing the customer base of existing neighborhood-serving retail.

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

    The Project would not negatively affect the existing housing and neighborhood character. The Project would not displace any housing given the existing building contains only non-residential uses (primarily office use). Like the neighborhoods surrounding the Site, which includes a variety of uses, such as single family homes, multi-unit apartment buildings, the Jewish Community Center, the Laurel Village Shopping Center, and the Muni bus storage yard, the Project is mixed-use and mixed-income, and would provide a range of improvements, housing, and services that would preserve the neighborhood's cultural

and economic diversity. It would include approximately 744 units, 185 units of which would be affordable units for seniors with 1 on-site manager's unit. The remaining (market rate) units would consist of a range of unit sizes to accommodate a diverse set of residents.

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

The Project would enhance the City's supply of affordable housing through its affordable housing commitments in the Development Agreement (Board File No. 190845), which will result in a total of 25% on-site affordable housing units.

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

The Project would not impede MUNI transit service or overburden streets and neighborhood parking. The Project is at a location well-served by transit and future residents and employees of the Project could access the Site via existing MUNI transit service. The Project does not include any commercial office uses that would generate commuter traffic, and the Project includes sufficient off-street parking and a robust transportation program with an on-site Transportation Demand Management (TDM) program.

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

The Project does not include commercial office development, and does not displace any industrial or service uses. In addition, the proposed retail uses and other non-residential uses would provide future opportunities for resident employment and ownership in the service sector.

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

The Project includes substantial investment in upgrades to an existing building and construction of new buildings to comply with all current structure and seismic requirements under the San Francisco Building Code.

G. That landmarks and historic buildings be preserved.

There are no existing landmarked buildings on the Site. However, the Site, which is considered an historic resource for CEQA purposes and is listed in the California Register of Historic Resources, will be re-developed to include reuse of the existing Center Building and construction of 13 new buildings to accommodate 744 dwelling units, retail, child-care and parking along with significant landscaping and open space. The Project will comply with Mitigation Measure M-CR-1a, Documentation of Historical Resource, which requires the documenting and presenting of the site's history and character. In addition,

the Project will comply with Mitigation Measure M-CR-1b, Interpretation of the Historical Resource, which requires the sponsor to develop an interpretive program focused on the history of the Site.

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

The Site does not currently contain public parks or open spaces, and the Project would create major new privately-owned, publicly-accessible open spaces. The Project would not affect any of the City's existing parks or open space or their access to sunlight and vistas. The shadow diagrams prepared as part of the Project's CEQA review demonstrate that the Project would not cast shadows on any property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission. The location, orientation and massing of structures on the Site has been designed to maximize solar access to the Project's open spaces, including the major new privately-owned, publicly-accessible open space. The current open space at the corner of Euclid Avenue and Mayfair Street will remain as part of the Project.

12. **First Source Hiring.** The Project is subject to the requirements of the First Source Hiring Program as they apply to permits for residential development (Administrative Code Section 83.11), and the Project Sponsor shall comply with the requirements of this Program as to all construction work and on-going employment required for the Project. Prior to the issuance of any building permit to construct or a first addendum to the site permit, the Project Sponsor shall have a First Source Hiring Construction and Employment Program approved by the First Source Hiring Administrator, and evidenced in writing. In the event that both the Director of Planning and the First Source Hiring Administrator agree, the approval of the Employment Program may be delayed as needed.

The First Source Hiring Program requirements are set forth in the Development Agreement. The Project Sponsor submitted a First Source Hiring Affidavit and prior to issuance of a building permit will comply with the applicable First Source Hiring Program requirements of the Development Agreement (Board File No. 190845).

13. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.

14. The Commission hereby finds that approval of the Conditional Use Authorization would promote the health, safety and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Authorization Application No. 2015-014028CUA** subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated August 20, 2019, and stamped "EXHIBIT B", which is incorporated herein by reference as though fully set forth**.**

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

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

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

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on September 5, 2019.

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: September 5, 2019

EXHIBIT A

AUTHORIZATION

This authorization is for a **Conditional Use Authorization** to allow structures to exceed 40 feet in a RM Zoning District; for a change of use for an existing child care facility, and to allow a **Planned Unit Development** with the requested modifications from the requirements of the Planning Code for: rear yard, permitted obstructions, dwelling unit exposure, standards for off-street parking and freight loading, dwelling unit density, and measurement of height, relating to a project that includes partial demolition of existing structures and adaptive reuse of a legal, noncomplying structure, and construction of a total of 13 new buildings containing residential and non-residential uses on the subject lot, located at 3333 California Street, within Lot 003 of Assessor's Block 1032, pursuant to Planning Code Sections 253, 303, and 304 within the RM-1 Zoning District and a 40-X Height and Bulk District; in general conformance with plans, dated **August 20, 2019**, and stamped "EXHIBIT B" included in the docket for Record No. **2015-014028CUA** and subject to conditions of approval reviewed and approved by the Commission on **September 5, 2019** under Motion No. **XXXXXX**. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on **September 5, 2019** under Motion No. **XXXXXX**.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. **XXXXXX** shall be reproduced on the Index Sheet of construction plans submitted with the site or building permit application for the Project. The Index Sheet of the construction plans shall reference to the Conditional Use authorization and any subsequent amendments or modifications.

SEVERABILITY

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

CHANGES AND MODIFICATIONS

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

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

1. **Validity.** The authorization and right vested by virtue of this action is valid so long as the Development Agreement contained in Board of Supervisors File No. 190845 remains in effect.
   For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

2. **Expiration and Renewal.** Should a Building or Site Permit be sought after the expiration of earlier termination of the Development Agreement (Board File No. 190845), then the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.
   For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

3. **Diligent Pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion.
   For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.
   For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval, unless such Code conflicts with the provisions of the Development Agreement (Board File No. 190845).
   For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

6. **Additional Project Authorization**. The Project Sponsor must obtain an approval of a Planning Code Text and Map Ordinance (Board File No. 190844), giving effect to the 3333 California Street Mixed-Use Project. The Ordinance would amend the Planning Code to establish the 3333

California Street Special Use District (SUD) and make other conforming Code amendments. The Ordinance would specify development controls that apply to the SUD, allowing additional (non-residential) permitted uses along California Street; specifying parking for childcare use, affordable housing, and open space requirements; specifying director determination and discretionary review controls; and extinguishing City Planning Commission Resolution 4109. The Ordinance would also amend Zoning Maps SU03 and HT03, reclassifying the height and bulk designation of the site from 40-X Height and Bulk District to 40-X, 45-X, 67-X, 80-X, and 92-X Height and Bulk Districts. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply. The Project Sponsor must also obtain an approval of the Development Agreement in Board File No. 190845, giving effect to the Development Agreement regarding the 3333 California Street Mixed-Use Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

7. **Mitigation Measures.** Mitigation measures described in the MMRP attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Improvement measures, also described in the MMRP attached as Exhibit C will further reduce the less-than-significant impacts of the Project and have been agreed to by the project sponsor. Implementation of both improvement measures and mitigation measures as to each building or component of the project is a condition of project approval.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

DESIGN – COMPLIANCE AT PLAN STAGE

8. **Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

9. **Garbage, Composting and Recycling Storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

10. **Rooftop Mechanical Equipment.** Pursuant to Planning Code 141, the Project Sponsor shall submit a roof plan to the Planning Department prior to Planning approval of the building permit application. Rooftop mechanical equipment, if any is proposed as part of the Project, is required to be screened so as not to be visible from any point at or below the roof level of the subject building.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

11. **Lighting Plan.** The Project Sponsor shall submit an exterior lighting plan to the Planning Department prior to Planning Department approval of the building / site permit application.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

12. **Streetscape Plan.** The Development Agreement (Board File No. 190845) provides for certain streetscape improvements to be constructed and dictates the timing of such construction. In addition, the Project Sponsor is seeking approval of a major encroachment permit in connection with certain proposed streetscape improvements located in the public right of way, including new and replacement street trees and trees to replace certain existing significant trees (MEP). Pursuant to the applicable provisions of the Development Agreement and the MEP, the Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the Streetscape Plan so that the plan generally meets the standards of the Better Streets Plan and all applicable City standards. The Project Sponsor shall construct all required street improvements, consistent with the applicable provisions of the Development Agreement and the MEP.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

13. **Signage.** The Project Sponsor shall develop a signage program for the Project which shall be subject to review and approval by Planning Department staff before submitting any building permits for construction of the Project. All subsequent sign permits shall conform to the approved signage program. Once approved by the Department, the signage program/plan information shall be submitted and approved as part of the site permit for the Project. All exterior signage shall be designed to complement, not compete with, the existing architectural character and architectural features of the building.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

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

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

Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, http://sfdpw.org

15. **Overhead Wiring.** The Property owner will allow MUNI to install eyebolts in the building adjacent to its electric streetcar line to support its overhead wire system if requested by MUNI or MTA.
For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco Municipal Transit Agency (SFMTA), at 415-701-4500, www.sfmta.org

16. **Noise**. Plans submitted with the building permit application for the approved project shall incorporate acoustical insulation and other sound proofing measures to control noise.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

17. **Landscaping, Screening of Parking and Vehicular Use Areas.** Pursuant to Planning Code Section 142, the Project Sponsor shall submit a site plan to the Planning Department prior to Planning approval of the building permit application indicating the screening of parking and vehicle use areas not within a building. The design and location of the screening and design of any fencing shall be as approved by the Planning Department. The size and species of plant materials shall be as approved by the Department of Public Works. Landscaping shall be maintained and replaced as necessary.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

18. **Odor Control Unit.** In order to ensure any significant noxious or offensive odors are prevented from escaping the premises once the project is operational, the building permit application to

implement the Project shall include air cleaning or odor control equipment details and manufacturer specifications on the plans. Odor control ducting shall not be applied to the primary façade of the building.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

PARKING AND TRAFFIC

19. **Transportation Demand Management (TDM) Program.** The Development Agreement (Board File No. 190845) provides the Project's TDM Plan. The Property Owner, and all successors, shall ensure ongoing compliance with the TDM Program for the life of the Project, which may include providing a TDM Coordinator, providing access to City staff for site inspections, submitting appropriate documentation, paying application fees associated with required monitoring and reporting, and other actions, all as more specifically set forth in the Development Agreement, which will be recorded in the Official Records of the Recorder of the City and County of San Francisco for the subject property.
For information about compliance, contact the TDM Performance Manager at tdm@sfgov.org or 415-558-6377, www.sf-planning.org.

20. **Parking for Affordable Units.** All off-street parking spaces shall be made available to Project residents only as a separate "add-on" option for purchase or rent and shall not be bundled with any Project dwelling unit for the life of the dwelling units. The required parking spaces may be made available to residents within a quarter mile of the project. All affordable dwelling units provided as part of the Project shall have equal access to use of the parking as the market rate units, with parking spaces priced commensurate with the affordability of the dwelling unit. Each unit within the Project shall have the first right of refusal to rent or purchase a parking space until the number of residential parking spaces are no longer available. No conditions may be placed on the purchase or rental of dwelling units, nor may homeowner's rules be established, which prevent or preclude the separation of parking spaces from dwelling units.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

21. **Car Share.** Pursuant to Planning Code Section 166, no fewer than **10** car share space shall be made available, at no cost, to a certified car share organization for the purposes of providing car share services for its service subscribers.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

22. **Bicycle Parking.** Pursuant to Planning Code Sections 155, 155.1, and 155.2, the Project shall provide no fewer than a total of **274** Class 1 and **69** Class 2 bicycle parking spaces (**261** Class 1 and **37** Class 2 bicycle parking spaces for the residential portion of the Project and **12** Class 1 and **32** Class 2 bicycle parking spaces for the non-residential portion of the Project). SFMTA has final authority on the type, placement and number of Class 2 bicycle racks within the public ROW. Prior

to issuance of first architectural addenda, the project sponsor shall contact the SFMTA Bike Parking Program at bikeparking@sfmta.com to coordinate the installation of on-street bicycle racks and ensure that the proposed bicycle racks meet the SFMTA's bicycle parking guidelines. Depending on local site conditions and anticipated demand, SFMTA may request the project sponsor pay an in-lieu fee for Class II bike racks required by the Planning Code. The Project shall provide no fewer than as required by Planning Code Sections 155.1 and 155.2.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

23. **Showers and Clothes Lockers.** Pursuant to Planning Code Section 155.3, the Project shall provide no fewer than **2** showers and **12** clothes lockers.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org .

24. **Parking Maximum.** Pursuant to Planning Code Section 151 or 151.1, the Project shall provide no more than **1,219** off-street parking spaces for all uses.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

25. **Off-Street Loading.** Pursuant to Planning Code Section 152, the Project will provide a minimum of **5** off-street loading spaces.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

26. **Managing Traffic During Construction.** The Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

PROVISIONS

27. **Anti-Discriminatory Housing.** The Project shall adhere to the requirements of the Anti-Discriminatory Housing policy, pursuant to Administrative Code Section 1.61.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

28. **First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and End-Use Employment Program as set forth in the Development Agreement (Board File No. 190845). Following expiration or termination of the Development Agreement, the provisions of the Administrative Code Section 83 regarding development projects shall apply.

For information about compliance, contact the First Source Hiring Manager at 415-581-2335, www.onestopSF.org

29. **Transportation Sustainability Fee.** The Project is subject to the Transportation Sustainability Fee (TSF), as applicable, pursuant to Planning Code Section 411A.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

30. **Jobs-Housing Linkage**. The Project is subject to the Jobs Housing Linkage Fee, as applicable, pursuant to Planning Code Section 413.
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

31. **Residential Child Care Impact Fee**. In lieu of compliance with the Residential Child Care Impact Fee (Section 414A), the Project is subject to the applicable terms of the Development Agreement (Board File No. 190845).
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

32. **Inclusionary Affordable Housing Program.** In lieu of compliance with the Inclusionary Affordable Housing Program (Section 415), the Project is subject to the applicable terms of the Development Agreement (Board File No. 190845).
For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

MONITORING - AFTER ENTITLEMENT

33. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

34. **Monitoring.** The Project requires monitoring of the conditions of approval in this Motion. The Project Sponsor or the subsequent responsible parties for the Project shall pay fees as established under Planning Code Section 351(e) (1) and work with the Planning Department for information about compliance.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

35. **Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

OPERATION

36. **Eating and Drinking Uses**. As defined in Planning Code Section 202.2, Eating and Drinking Uses, as defined in Section 102, shall be subject to the following conditions:

A. The business operator shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Street and Sidewalk Maintenance Standards. In addition, the operator shall be responsible for daily monitoring of the sidewalk within a one-block radius of the subject business to maintain the sidewalk free of paper or other litter associated with the business during business hours, in accordance with Article 1, Section 34 of the San Francisco Police Code.
For information about compliance, contact the Bureau of Street Use and Mapping, Department of Public Works at 415-554-.5810, http://sfdpw.org.

B. When located within an enclosed space, the premises shall be adequately soundproofed or insulated for noise and operated so that incidental noise shall not be audible beyond the premises or in other sections of the building, and fixed-source equipment noise shall not exceed the decibel levels specified in the San Francisco Noise Control Ordinance.
For information about compliance of fixed mechanical objects such as rooftop air conditioning, restaurant ventilation systems, and motors and compressors with acceptable noise levels, contact the Environmental Health Section, Department of Public Health at (415) 252-3800, www.sfdph.org.

For information about compliance with construction noise requirements, contact the Department of Building Inspection at 415-558-6570, www.sfdbi.org.

For information about compliance with the requirements for amplified sound, including music and television, contact the Police Department at 415-553-0123, www.sf-police.org.

C. While it is inevitable that some low level of odor may be detectable to nearby residents and passersby, appropriate odor control equipment shall be installed in conformance with the approved plans and maintained to prevent any significant noxious or offensive odors from escaping the premises.

For information about compliance with odor or other chemical air pollutants standards, contact the Bay Area Air Quality Management District, (BAAQMD), 1-800-334-ODOR (6367), www.baaqmd.gov and Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

D. Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.
For information about compliance, contact the Bureau of Street Use and Mapping, Department of Public Works at 415-554-.5810, http://sfdpw.org.

37. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.
For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, http://sfdpw.org

38. **Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator and all registered neighborhood groups for the area with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator and registered neighborhood groups shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.
For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Draft Motion –
CEQA Findings
(Forthcoming)

Draft SUD Resolution – Planning Code Text and Map Amendments, Draft SUD Ordinance

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Planning Commission Resolution No. XXXXX

HEARING DATE: SEPTEMBER 5, 2019

Case No.:	**2015-014028MAP/PCA**
Project Name:	**3333 California Street (aka 3333 California Street Mixed-Use Project)**
Existing Zoning:	Residential – Mixed, Low Density [RM-1] Zoning District 40-X Height and Bulk District
Proposed Zoning:	Residential – Mixed, Low Density [RM-1] Zoning District; 3333 California Street Special Use District 40-X, 45-X, 67-X, 80-X and 92-X Height and Bulk Districts
Block/Lot:	1032/003
Project Sponsor:	Laurel Heights Partners LLC Don Bragg – (415) 395-0880
Staff Contact:	Nicholas Foster, AICP, LEED GA – (415) 575-9167 nicholas.foster@sfgov.org

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE, WITH MODIFICATIONS, AMENDMENTS TO THE PLANNING CODE, TO ESTABLISH THE 3333 CALIFORNIA STREET SPECIAL USE DISTRICT, TO SPECIFY USE CONTROLS THAT APPLY TO THE SUD, TO SPECIFY DIRECTOR DETERMINAITON AND DISCRETIONARY REVIEW CONTROLS; TO EXTINGUISH PLANNING COMMISION RESOLUTION 4109, TO AMEND HEIGHT AND BULK DISTRICT MAP NO. HT03 TO INCREASE THE HEIGHT LIMIT FOR ASSESSOR'S BLOCK 1032 LOT 003 FROM 40-X TO 40-X, 45-X, 67-X, 80-X AND 92-X AS DEPICTED IN THE BOARD OF SUPERVISORS FILE NO. 190844, AND TO AMEND SPECIAL USE DISTRICT MAP NO. SU03 TO INCLUDE THE NEW 3333 CALIFORNIA STREET SPECIAL USE DISTRICT; AND MAKING VARIOUS FINDINGS, INCLUDING FINDINGS UNDER PLANNING CODE SECTION 302; THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, on July 30, 2019, pursuant to Planning Code section 302(b), Supervisor Catherine Stefani introduced an ordinance amending the Planning Code to add section 249.86 to establish the 3333 California Street Special Use District (herein "3333 California Street SUD"), amending Height and Bulk District Map No. HT03 and Special Use District Map No. SU03, to implement the 3333 California Street Mixed-Use Project ("Project"), and extinguishing Planning Commission Resolution No. 4109 ("Ordinance").

WHEREAS, the Ordinance would enable the Project. The Project would redevelop the subject property with a mix of residential, retail, child care, open space, and parking uses. The existing 14,000 gross-square-foot (gsf) annex building, surface parking lots and ramp structures would be demolished, and the existing 455,000 gsf office building ("Center Office Building"), would be partially demolished and adaptively reused for residential uses (as two separate buildings, "Center Building A" and "Center

Building B") with up to three stories added to each. The Project would also construct thirteen new buildings, ranging from 4-story duplex townhouses to 6-story apartment buildings, as residential-only buildings ("Masonic"; "Euclid"; "Mayfair"; and the seven "Laurel Duplex" buildings), and mixed-use buildings ("Plaza A"; "Plaza B"; and "Walnut") containing non-residential uses on the ground and second floors. Overall, the Project includes a total of approximately 1,428,000 gsf of new and rehabilitated floor area, comprising: approximately 978,000 gsf of residential floor area (include 774 dwelling units); approximately 35,000 gsf of retail floor area; an approximately 15,000 gsf childcare facility (accommodating approximately 175 children); approximately 400,000 gsf devoted to off-street parking with 857 parking spaces (including approximately 10 car share spaces); and 839 bicycle spaces. A total of 25% of the Project's dwelling units will be deed-restricted, on-site affordable units designated for low-income senior households. These affordable units will be located in the proposed Walnut Building on California Street and consist of 185 studio and 1-bedroom units for seniors plus 1 on-site manager's unit.

WHEREAS, the Ordinance would add Planning Code section 249.86 to establish the 3333 California Street SUD, which: 1) allows certain non-residential uses as principally permitted within the ground and second floor of all buildings with frontage along California Street, including Flexible Retail Uses; Social Service or Philanthropic Facilities; and non-residential uses, which non-residential uses would be subject to the use controls of the NC-S Zoning District; 2) specifies requirements for usable open space; 3) specifies off-street parking requirements for child care facilities; and 4) specifies affordable housing requirements applicable to the Project; specify director determination and discretionary review controls for the project; and extinguishes City Planning Commission Resolution 4109; .

WHEREAS, the Ordinance would amend the Zoning Map, specifically Height & Bulk District Map No. HT03 to increase the height limit for Block 1032, Lot 003 from 40-X to 40-X, 45-X, 67-X, 80-X, and 92-X, as depicted in Board of Supervisors File No. 190844.and Special Use District Map No. SU03 to include the new 3333 California Street Special Use District.

WHEREAS, the Ordinance would extinguish City Planning Commission Resolution 4109.

WHEREAS, this Resolution recommending the approval of the Ordinance is a companion to other legislative approvals relating to the Project, including recommendation for approval of the Development Agreement for the 3333 California Street Mixed-Use Project (Board File No. 190845) and the Conditional Use Authorization to allow structures to exceed 40 feet in a RM Zoning District; for a change of use for an existing child care facility, and to allow a Planned Unit Development with the requested modifications from the requirements of the Planning Code (Motion No. XXXXX).

WHEREAS, On September 5, 2019, the commission reviewed and considered the information contained in the Final Environmental Impact Report ("FEIR") for the 3333 California Street Mixed-Use Project, Planning Department Case No. 2015-014028ENV, consisting of the Draft EIR and the responses to comments document, and found that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code, and found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the responses to comments document contains no significant revisions to the DEIR that would require recirculation of the document pursuant to CEQA Guideline section 15088.5, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines in Motion No. XXXXXX; and

WHEREAS, On September 5, 2019, by Motion No. XXXXXXX, the Commission adopted findings, including a statement of overriding considerations and a mitigation monitoring and reporting program (MMRP), pursuant to CEQA;

WHEREAS the Planning Department, Jonas Ionin, Commission Secretary, is the custodian of records, located in Case No. 2015-014028ENV, at 1650 Mission Street, Fourth Floor, San Francisco,

WHEREAS, on September 5, 2019, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Ordinance.

NOW THEREFORE BE IT RESOLVED, that the Commission has reviewed and considered the FEIR certified in Motion XXXXXX, and the adopts and incorporates by reference as though fully set forth herein, the findings, including the statement of overriding considerations, adopted by the Commission in Motion XXXXX on September 5, 2019;

AND BE IT FURTHER RESOLVED that pursuant to Planning Code section 302, the Planning Commission hereby finds that the Ordinance promotes the public welfare, convenience and necessity for the following reasons:

1. The Ordinance would give effect to the 3333 California Street Mixed-Use Project, thereby facilitating the development of currently under-utilized land for much-needed housing, commercial space, and open space.
2. The Ordinance would give effect to the 3333 California Street Mixed-Use Project, which in turn will provide employment opportunities for local residents during construction and post-occupancy, as well as a new open space for new and existing residents.
3. The Ordinance would give effect to the 3333 California Street Mixed-Use Project by enabling the creation of a new mixed-use development. This new development would integrate with the surrounding City fabric and the existing neighborhood and would constitute a beneficial development.
4. The Ordinance would enable the construction of a new vibrant, safe, and connected neighborhood, including a new publicly-accessible open space. The Ordinance would help ensure a vibrant neighborhood with active streets and open spaces, high quality and well-designed buildings, and thoughtful relationships between buildings and the public realm.
5. The Ordinance would enable construction of new housing, including new on-site affordable senior housing. These new uses would create a new mixed-use development that would strengthen and complement nearby neighborhoods.

AND BE IT FURTHER RESOLVED, that the Commission finds the Ordinance is in general conformity with the General Plan as set forth in Planning Commission Resolution No. XXXXX.

GENERAL PLAN: HOUSING ELEMENT

Objectives and Policies

OBJECTIVE 1:

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

Policy 1.1
Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.

Policy 1.8
Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

Policy 1.10
Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

OBJECTIVE 4:
FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.

Policy 4.1
Develop new housing, and encourage the remodeling of existing housing, for families with children.

Policy 4.4
Encourage sufficient and suitable rental housing opportunities, emphasizing permanently affordable rental units wherever possible.

Policy 4.5
Ensure that new permanently affordable housing is located in all of the City's neighborhoods, and encourage integrated neighborhoods, with a diversity of unit types provided at a range of income levels.

OBJECTIVE 11:
SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

Policy 11.1
Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.

Policy 11.2
Ensure implementation of accepted design standards in project approvals.

Policy 11.3

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

Policy 11.4:
Continue to utilize zoning districts which conform to a generalized residential land use and density plan and the General Plan.

Policy 11.6
Foster a sense of community through architectural design, using features that promote community interaction.

Policy 11.8
Consider a neighborhood's character when integrating new uses, and minimize disruption caused by expansion of institutions into residential areas.

OBJECTIVE 12
BALANCE HOUSING GROWTH WITH ADEQUATE INFRASTRUCTURE THAT SERVES THE CITY'S GROWING POPULATION.

Policy 12.1
Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

Policy 12.2
Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.

Policy 12.3
Ensure new housing is sustainably supported by the City's public infrastructure systems.

OBJECTIVE 13
PRIORITIZE SUSTAINABLE DEVELOPMENT IN PLANNING FOR AND CONSTRUCTING NEW HOUSING.

Policy 13.1
Support "smart" regional growth that located new housing close to jobs and transit.

Policy 13.3
Promote sustainable land use patterns that integrate housing with transportation in order to increase transit, pedestrian, and bicycle mode share.

GENERAL PLAN: COMMERCE AND INDUSTRY

OBJECTIVE 1
MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

Policy 1.1
Encourage development which provides substantial net benefits and minimizes undesirable consequences. Discourage development which has substantial undesirable consequences that cannot be mitigated.

OBJECTIVE 3
PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

Policy 3.2
Promote measures designed to increase the number of San Francisco jobs held by San Francisco residents.

GENERAL PLAN: TRANSPORTATION

OBJECTIVE 2
USE THE EXISTING TRANSPORTATION INFRASTRUCTURE AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

Policy 2.1
Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development and coordinate new facilities with public and private development.

Policy 2.5
Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.

OBJECTIVE 23
IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.

Policy 23.1
Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.

GENERAL PLAN: URBAN DESIGN ELEMENT

Objectives and Policies

OBJECTIVE 1:
EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

Policy 1.2
Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.

Policy 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

Policy 1.7
Recognize the natural boundaries of districts, and promote connections between districts.

GENERAL PLAN: RECREATION AND OPEN SPACE ELEMENT

Objectives and Policies

OBJECTIVE 1:
ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM.

Policy 1.1
Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.

The Project would provide a mixed-used development with residential (including substantial new affordable housing), retail, and open space uses, leveraging the Site's location along transit corridors and allowing people to work and live within close proximity to transit, consistent with numerous Housing Element and Transportation Element policies that encourage residential and mixed-use development near transit. Furthermore, as detailed in the Development Agreement (Board File No. 190845), the Project exceeds the Planning Code's inclusionary affordable housing requirements, and will provide a 25% level of on-site affordable housing at Project buildout, fulfilling the Housing Element's objective of encouraging affordable housing.

The Site is located in a transit-rich location, within close proximity to various bus lines. Future residents can walk, bike, or access MUNI, or regional bus service from the Site. The Project includes a detailed, TDM program tailored to the Project uses, with various performance measures, monitoring and enforcement measures designed to incentivize use of transit and other alternatives to single occupancy vehicle trips. In addition, the Project's streetscape design would enhance vehicular, bicycle, and pedestrian access and connectivity through the site. The Project would be easily accessed by bicyclists and pedestrians. These Project attributes are consistent with numerous General Plan policies encouraging development that includes environmentally sustainable patterns of movement.

The Project would remove portions of—and re-develop the remainder of—a large-scale building and rest of the site with a series of smaller state-of-the-art buildings designed to be consistent with the neighborhood character and scale. The Project's high-quality architectural and landscape design encourages variety, compatibility with the surrounding context, and strong urban design with prominent corners. The Project would incorporate varying heights, massing, and scale, creating a strong, consistent streetwall along the various street frontages, consistent with the Urban Design Element's objective to emphasize the characteristic pattern which gives to the City and its neighborhoods an image, a sense of purpose, and a means of orientation The Project has been designed to promote community interaction, both within the Project through common residential open space and with the broader community, through access to the privately-owned, publicly-accessible open space on the Site. The Project would also create new connections to the surrounding street grid, including new pedestrian connections, and other street and streetscape improvements.

The Project is located in an area that is well-served by retail and other neighborhood services, and would provide additional neighborhood-serving retail space along California Street. The Project would help meet the job creation goals, consistent with the Commerce and Industry Element, and as established in the City's Economic Development Strategy by generating new employment opportunities, and by providing expanded employment opportunities for City residents at varying employment levels both during and after construction. The Development Agreement's community benefit programs include commitments to construction and operations workforce first source hiring, as well as local business enterprise requirements for construction and end use jobs.

The Project would include streetscape improvements to enhance the safety of, and strengthen the network of, existing sidewalks and street crossings that abut the Site including Presidio, Masonic, and Euclid Avenues, as well as Laurel Street, and Mayfair Drive, consistent with the Urban Design Element's goal to recognize, protect and reinforce the existing street pattern. These physical improvements also meet the goals and objectives of the Better Streets Plan. Specifically, the Project would include the following streetscape and pedestrian improvements: a new at-grade street crossing; sidewalk widening; enhanced paving; installation of new street trees and street lighting on various adjacent public rights-of-way. These improvements require a major encroachment permit from the Department of Public Works that is subject to Board of Supervisors approval. The encroachment permit imposes long-term maintenance responsibility and liability for these improvements on the Project Sponsor.

On the whole, the Project would add a significant amount of housing to a site that is currently underutilized, well-served by existing and future transit, and is within walking distance of substantial goods and services. The Project would create appropriate residential density at a location that is well served by transit and would include substantial new on-site open space to support and activate the new active ground floor and open space uses in the proposed Project and to serve the broader neighborhood. The Project balances significant housing production with new and improved infrastructure and related public benefits, including an on-site child care facility.

AND BE IT FURTHER RESOLVED, that the Commission finds the Ordinance is in general conformity with Planning Code Section 101.1 as set forth in Planning Commission Resolution No. XXXXX.

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

The Project would have a positive effect on existing neighborhood-serving retail uses because it would bring additional residents to the neighborhood, thus increasing the customer base of existing neighborhood-serving retail.

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

The Project would not negatively affect the existing housing and neighborhood character. The Project would not displace any housing given the existing building contains only non-residential uses (primarily office use). Like the neighborhoods surrounding the Site, which includes a variety of uses, such as single family homes, multi-unit apartment buildings, the Jewish Community Center, the Laurel Village Shopping Center, and the Muni bus storage yard, the Project is mixed-use and mixed-income, and would provide a range of improvements, housing, and services that would preserve the neighborhood's cultural

and economic diversity. It would include approximately 744 units, 185 units of which would be affordable units for seniors with 1 on-site manager's unit. The remaining (market rate) units would consist of a range of unit sizes to accommodate a diverse set of residents.

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

The Project would enhance the City's supply of affordable housing through its affordable housing commitments in the Development Agreement (Board File No. 190845), which will result in a total of 25% on-site affordable housing units.

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

The Project would not impede MUNI transit service or overburden streets and neighborhood parking. The Project is at a location well-served by transit and future residents and employees of the Project could access the Site via existing MUNI transit service. The Project does not include any commercial office uses that would generate commuter traffic, and the Project includes sufficient off-street parking and a robust transportation program with an on-site Transportation Demand Management (TDM) program.

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

The Project does not include commercial office development, and does not displace any industrial or service uses. In addition, the proposed retail uses and other non-residential uses would provide future opportunities for resident employment and ownership in the service sector.

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

The Project includes substantial investment in upgrades to an existing building and construction of new buildings to comply with all current structure and seismic requirements under the San Francisco Building Code.

G. That landmarks and historic buildings be preserved.

There are no existing landmarked buildings on the Site. However, the Site, which is considered an historic resource for CEQA purposes and is listed in the California Register of Historic Resources, will be re-developed to include reuse of the existing Center Building and construction of 13 new buildings to accommodate 744 dwelling units, retail, child-care and parking along with significant landscaping and open space. The Project will comply with Mitigation Measure M-CR-1a, Documentation of Historical Resource, which requires the documenting and presenting of the site's history and character. In addition, the Project will comply with Mitigation Measure M-CR-1b, Interpretation of the Historical Resource, which requires the sponsor to develop an interpretive program focused on the history of the Site.

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

The Site does not currently contain public parks or open spaces, and the Project would create major new privately-owned, publicly-accessible open spaces. The Project would not affect any of the City's existing parks or open space or their access to sunlight and vistas. The shadow diagrams prepared as part of the Project's CEQA review demonstrate that the Project would not cast shadows on any property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission. The location, orientation and massing of structures on the Site has been designed to maximize solar access to the Project's open spaces, including the major new privately-owned, publicly-accessible open space. The current open space at the corner of Euclid Avenue and Mayfair Street will remain as part of the Project.

AND BE IT FURTHER RESOLVED, that the Commission recommends approval of the proposed Ordinance with the following modifications:

1) Amend the SUD to establish applicable Childcare requirements under Planning Code 414A to conform to the terms in the Development Agreement.

2) Update the open space plan map in the SUD to conform to the open space square footages to updated plans.

AND BE IT FURTHER RESOLVED, that the Commission authorizes the Planning Director to take such actions and make such changes as deemed necessary and appropriate to implement this Commission's recommendation of approval and to incorporate recommendations from other City agencies and/or the Board, provided that such changes do not materially modify the proposed legislation approved by the Commission.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on September 5, 2019.

Jonas P. Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

ADOPTED: September 5, 2019

BOARD of SUPERVISORS

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

August 5, 2019

Planning Commission
Attn: Jonas Ionin
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Commissioners:

On July 30, 2019, Supervisor Stefani submitted the following proposed legislation:

File No. 190844

Ordinance amending the Planning Code to add Section 249.86 to create the 3333 California Street Special Use District and amending Sectional Maps SU03 and HT03 of the Zoning Map; and making environmental findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

File No. 190845

Ordinance approving a Development Agreement between the City and County of San Francisco and Laurel Heights Partners, LLC, a Delaware limited liability company, for the development of an approximately 10.25-acre site located at California Street at Presidio Avenue with various public benefits, including 25% affordable housing, a child care center comprised of approximately 14,665 square feet, and approximately 4.47 acres of open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); approving certain development impact fees for the project, and waiving certain Planning Code fees and requirements; and confirming compliance with or waiving certain provisions of Administrative Code, Chapter 56, and ratifying certain actions taken in connection therewith, as defined herein.

The proposed ordinances are being transmitted pursuant to Planning Code, Section 302(b), for public hearing and recommendation. The ordinances are pending before the Land Use and Transportation Committee and will be scheduled for hearing upon receipt of your response.

Angela Calvillo, Clerk of the Board

By: Erica Major, Assistant Clerk
Land Use and Transportation Committee

c: John Rahaim, Director
Scott Sanchez, Acting Deputy Zoning Administrator
Corey Teague, Zoning Administrator
Lisa Gibson, Environmental Review Officer
Devyani Jain, Deputy Environmental Review Officer
AnMarie Rodgers, Director of Citywide Planning
Dan Sider, Director of Executive Programs
Aaron Starr, Manager of Legislative Affairs
Joy Navarrete, Environmental Planning
Don Lewis, Environmental Planning

[Planning Code, Zoning Map - 3333 California Street Special Use District]

Ordinance amending the Planning Code to add Section 249.86 to create the 3333 California Street Special Use District and amending Sectional Maps SU03 and HT03 of the Zoning Map; and making environmental findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1.

(a) On _____ the Planning Commission conducted a duly noticed public hearing on the proposed 3333 California Street Project (Project), including the proposed Planning Code and Zoning Map amendments, and by Resolution No. _____ recommended the proposed amendments for approval. The Planning Commission found that the proposed Planning Code and Zoning Map amendments were, on balance, consistent with the City's General Plan as it is proposed to be amended and with Planning Code Section 101.1(b) for the reasons set forth in Planning Code Resolution No. _____. A copy of said Resolution is on file with the Clerk of the Board of Supervisors in File No._____ and is incorporated herein by reference

(b) California Environmental Quality Act. At its hearing on _____, and prior to recommending the proposed Planning Code and Zoning Map amendments for approval, the Planning Commission certified a Final Environmental Impact Report (FEIR) for the Project

pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 Cal. Code Reg. Section 15000 et seq.) and Chapter 31 of the Administrative Code. In accordance with the actions contemplated herein, this Board has reviewed the FEIR and concurs with its conclusions, and finds that the actions contemplated herein are within the scope of the Project described and analyzed in the FEIR. The Board hereby adopts and incorporates by reference as though fully set forth herein the Commission's CEQA approval findings, [including a statement of overriding considerations], adopted by the Planning Commission on _____ in Motion No. _____. This Board also adopts and incorporates by reference as though fully set forth herein the Project's Mitigation Monitoring and Reporting Program (MMRP). Said findings and MMRP are on file with the Clerk of the Board of Supervisors in File No. _____.

(b) On _____, the Planning Commission, in Resolution No. _____, adopted findings that the actions contemplated in this ordinance are consistent, on balance, with the City's General Plan and eight priority policies of Planning Code Section 101.1. The Board adopts these findings as its own. A copy of said Resolution is on file with the Clerk of the Board of Supervisors in File No. _____, and is incorporated herein by reference.

(c) Pursuant to Planning Code section 302, this Board finds that the Planning Code and Zoning Map amendments will serve the public necessity, convenience, and welfare for the reasons set forth in Planning Commission Resolution No. _____, and the Board incorporates such reasons herein by reference.

Section 2. Article two of the Planning Code is hereby amended by adding Section 249.86, to read as follows:

(a) Location. A Special Use District entitled the 3333 California Special Use District (SUD), the general boundaries of which are California Street to the north, Presidio Avenue to the east,

Masonic Avenue to the southeast, Euclid Avenue to the south, and Laurel Street/Mayfair Drive to the west, as more specifically shown on Section Map SU03 of the Zoning Maps of the City and County of San Francisco, is hereby established for the purpose set forth below.

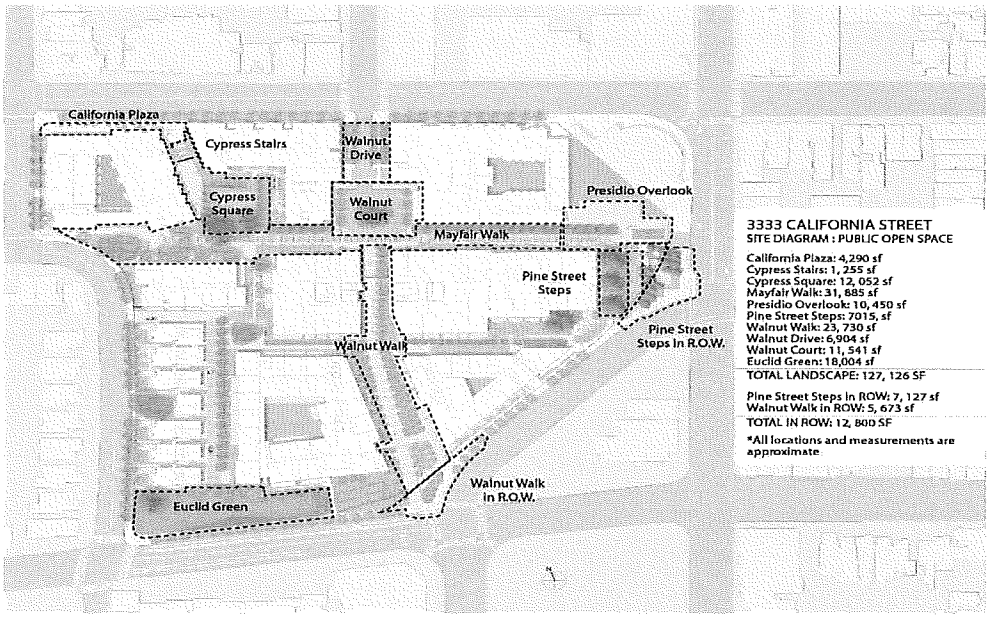
(b) Purpose. The purpose of the SUD is to facilitate the development of a mixed use project in a transit-rich location with residential, non-residential, child care, open space, and related uses, and to give effect to the Development Agreement for the 3333 California Street project, as approved by the Board of Supervisors in the ordinance in File No. _____. The SUD will provide benefits to the City including but not limited to: replacement of a large-scale office building with a series of smaller buildings designed to be consistent with the scale and character of the neighborhood; construction of hundreds of new housing units, including family sized units and on-site senior housing with affordability levels exceeding on-site City requirements; and on-site child care facility; and construction and maintenance of new, publicly accessible open spaces and new connections to the surrounding street grid, including new pedestrian connections, and other street and streetscape improvements.

(c) Development Controls. Applicable provisions of the Planning Code shall apply to the SUD except as otherwise provided in this Section. In the event of a conflict between other provisions of the Planning Code and this Section, the provisions of this Section 249.86 shall control.

(1) Additional Permitted Uses. In addition to the uses permitted in the RM-1 zoning district, the following uses are principally permitted within the ground floor and second floor of all buildings with frontage on California Street: (i) Flexible Retail Uses; (ii) Social Service or Philanthropic Facilities; and (iii) non-residential uses, which shall be subject to the use controls of the NC-S zoning district applicable to such uses.

(2) Usable Open Space Requirements. Usable open space required under Section 135 has been designed on an SUD-wide basis. The open space requirement shall be met through a combination of private and common usable open spaces, as defined in Section 135, that will be

associated with individual buildings as well as approximately 56,000 square feet of privately owned, publically accessible parks and plazas that will be counted as common usable open space, provided such space is otherwise complaint with Section 135(g) and developed in accordance with the Development Agreement for the project, including without limitation, Schedule 1 (Community Benefits Linkages and impact Fee Schedule) thereof. The open space plan depicted below generally sets forth the approximate location and size of such privately owned, publically accessible open space. Accordingly, compliance with usable open space requirements for any building in the SUD shall be evaluated on a project-wide basis and for consistency with the terms of the Development Agreement. Upon expiration or termination of the Development Agreement, the then-applicable open space requirements of the Planning Code shall apply to any future development, provided however, that any building which has satisfied its open space requirements in accordance with this subsection (c)(2) prior to the expiration of the Development Agreement shall be deemed to be Code-conforming as to open space requirements and shall not constitute a noncomplying structure or nonconforming use under the provisions of Article 1.7, notwithstanding the expiration of the Development Agreement.



(3) Child Care Facility Parking. Off-street parking spaces for any child care facility shall be permitted at a rate of 1.5 parking spaces for each nine (9) children who could be accommodated in the child care facility under the applicable child care licensing requirements at any one time.

(4) Inclusionary Housing. For so long as the Development Agreement is in effect, the affordable housing requirements of the Development Agreement shall govern. Upon expiration or termination of the Development Agreement, the then-applicable Inclusionary Affordable Housing requirements set forth in Planning Code 415 et seq shall apply to any future development, without reference to the date of any earlier development application.

(5) Director Determination. During the term of the Development Agreement, all site and/or building permit applications for construction of new buildings or alterations of, or additions to existing structures ("Applications") submitted to the Department of Building Inspection shall be forwarded to the Planning Department for consistency review. For purposes of this subsection, Applications do not include any interior modifications or alterations, provided however that any such modification or alteration shall otherwise comply with the applicable requirements of the Planning Code. In no event may the Planning Director or Commission approve an Application that is not in substantial conformance with this Section 249.86, the Development Agreement, or any conditional use authorization and planned unit development authorization.

(6) Discretionary Review. No requests for discretionary review shall be accepted or heard for projects within the SUD.

Section 3. City Planning Commission Resolution 4109, November 13, 1952. Effective as of the effective date of this ordinance, City Planning Commission Resolution No. 4109, and all related conditions, stipulations, special restrictions, and other limitations imposed in connection with the 1952 re-classification of the property (Assessor's Block 1032, Lot A) (the

"Property") from a First Residential District to a Commercial District shall no longer apply to the Property and is hereby extinguished.

Section 4. The San Francisco Planning Code is hereby amended by amending Special Use District Map SU03 of the Zoning Map of the City and County of San Francisco, as follows:

Description of Property	Special Use District Hereby Approved
Assessor's Block/Lot 1032/0033	3333 California Street Special Use District

Section 5. The San Francisco Planning Code is hereby amended by amending Sectional Map HT03 of the Zoning Map of the City and County of San Francisco, based on Assessor's Parcel Maps on the effective date of this legislation, as follows:

Description of Property	Height and Bulk Districts to be Superseded	Height and Bulk Districts Hereby Approved
Assessor's Parcel Block No. 1032, Lot 003 (an approximately 2.13 acre area of the northwestern portion of Lot 003 from California Street south approximately 215.00' and from Laurel Street east approximately 451.75')	40-X	45-X

Assessor's Parcel Block No. 1032, Lot 003 (an approximately 1.64 acre area of the northeastern portion of Lot 003 from California Street south approximately 197.00' and approximately 270.63' west of the northeastern most property corner along the California Street frontage)	40-X	67-X
Assessor's Parcel Block No. 1032, Lot 003 (an approximately 0.69 acre area measuring approximately 190.25' by 158.39' centrally located within Lot 003 197' south of California Street)	40-X	80-X
Assessor's Parcel Block No. 1032, Lot 003 (an approximately 1.54 acre area measuring approximately 190.25' by 182.72' centrally located on the eastern side of Lot 003 197' south of California Street)	40-X	92-X

A pictorial representation of the above height and bulk districts on Assessor's Parcel Block 1032, Lot 3 is contained in Board of Supervisors File No. _____.

Section 6. Effective Date and Operative Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance. This Ordinance shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____, approving the Development Agreement for the Project, has become effective. A copy of said Ordinance is on file with the Clerk of the Board of Supervisors in File No. _____.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Audrey Williams Pearson
Deputy City Attorney

n:\land\as2019\1700540\01379847.docx

FILE NO. 190844

LEGISLATIVE DIGEST

[Planning Code, Zoning Map - 3333 California Street Special Use District]

Ordinance amending the Planning Code to add Section 249.86 to create the 3333 California Street Special Use District and amending Sectional Maps SU03 and HT03 of the Zoning Map; and making environmental findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

Existing Law

Currently, the property at 3333 California Street (Assessor's Block 1032, Lot 003)("the property"), generally bounded by California Street, Presidio Avenue, Masonic Avenue, Euclid Avenue, and Laurel Street/Mayfair Drive, is zoned RM-1 with a height limit of 40 feet. The property is also subject to Planning Commission Resolution 4109, which governs the location, type, and size of uses on the property.

Amendments to Current Law

This ordinance would create a special use district for the property, to facilitate the reuse of the existing office building as two residential buildings, and the development of 13 new buildings, including seven duplexes. The special use district would be subject to the Planning Code controls for parcels zoned RM-1, except it would have special controls related to open space, parking for child care uses, and inclusionary housing. The district also would allow buildings fronting California Street to include, at the ground and second floors, flexible retail uses, social services or philanthropic facilities, and non-residential uses, subject to the controls of NC-S zoning. Permits for the buildings would be reviewed by the Planning Director for consistency with a development agreement (proposed in separate legislation) and the special use district controls, and requests for discretionary review would not be considered.

The ordinance would increase the height limit for buildings on the northern half of the property. Along California Street, between Laurel Street and the continuation of Walnut Avenue, the height limit would increase to 45 feet. On California Street between the continuation of Walnut Avenue and Presidio Avenue (but not including the northeast corner lot containing the San Francisco Fire Credit Union Building) the height limit would increase to 67 feet. In the interior of the property, at the current location of the existing building, the height limit would increase to 80 feet and 92 feet. The height limit would remain 40 feet along Laurel Street south of the intersection with Mayfair Drive, and along Euclid Avenue and Masonic Avenue to approximately Pine Street.

The ordinance would revoke Resolution 4109.

Background Information

Laurel Heights Partners, LLC, a Delaware limited liability company ("Developer") has proposed a mixed-use development project ("Project") that includes converting an existing office building into two residential buildings, constructing 13 new buildings containing approximately 744 residential units, including 185 on site affordable senior residential units, and approximately 34,496 square feet for retail/restaurant/commercial use. The Project would also include 10 below-grade parking garages with approximately 857 parking spaces, an approximately 14,665 gross square foot space for child care use, approximately 41,288 square feet of private open space, and approximately 127,126 square feet of privately owned, publicly accessible open space that will include public pathways through the site and an existing open space at Euclid Avenue.

City staff has negotiated a development agreement with the Developer for a term of 15 years. Under the development agreement, Developer will attain the vested right to develop the Project in return for specified community benefits, including the affordable housing, public open space, child care facility, transportation, street improvements, auxiliary water supply system contribution, and workforce commitments made by Developer. The Board will consider the development agreement in separate legislation.

n:\land\as2019\1700540\01379895.docx

EXHIBIT

July 16, 2019

3333 CALIFORNIA DRIVE

*NOTE: ALL DIMENSIONS SHOWN ARE APPROXIMATE

ZONING HEIGHT MAP

Draft DA Resolution – Adoption of Development Agreement, DA Ordinance

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Planning Commission Resolution No. XXXXX

HEARING DATE: SEPTEMBER 5, 2019

Record No.:	2015-014028DVA
Project Address:	3333 California Street
Existing Zoning:	RM-1 (Residential – Mixed, Low Density) 40-X Height and Bulk District
Proposed Zoning:	RM-1 (Residential – Mixed, Low Density) 3333 California Street Special Use District (SUD) 40-X, 45-X, 67-X, 80-X, 92-X Height and Bulk Districts
Block/Lot:	1032 / 003
Project Sponsor:	Laurel Heights Partners, LLC c/o: PSKS 150 Post Street, Suite 320 San Francisco, CA 94108
Property Owner:	Laurel Heights Partners, LLC c/o: PSKS 150 Post Street, Suite 320 San Francisco, CA 94108
Staff Contact:	Nicholas Foster, AICP, LEED GA – (415) 575-9167 nicholas.foster@sfgov.org

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND LAUREL HEIGHTS PARTNERS, LLC, FOR CERTAIN REAL PROPERTY LOCATED AT CALIFORNIA STREET AND PRESIDIO AVENUE, COMPRISED OF ASSESSOR'S BLOCK 1032 LOT 003, CONSISTING OF APPROXIMATELY 10.25 ACRES, AND ADOPTING VARIOUS FINDINGS, INCLUDING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which a request for a development agreement will be processed and approved in the City and County of San Francisco.

WHEREAS, California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

WHEREAS, Laurel Heights Partners, LLC ("Project Sponsor") has filed applications with the Planning Department (hereinafter "Department") for a Conditional Use Authorization, Development Agreement, Legislative Amendments, and Environmental Review to allow the Project

Sponsor to construct approximately 1,427,832 gross square feet of new and rehabilitated space at 3333 California Street, Block 1032 Lot 003 (hereinafter "Project Site").

WHEREAS, the Development Agreement would enable the 3333 California Street Project ("Project"). The Project is a new mixed-use development that will include residential, non-residential, open space, child care, and related uses. The Project would redevelop the subject property with a mix of residential, retail, child care, open space, and parking uses. The existing 14,000 gross-square-foot (gsf) annex building, surface parking lots and ramp structures would be demolished, and the existing 455,000 gsf office building ("Center Office Building"), would be partially demolished and adaptively reused for residential uses (as two separate buildings, "Center Building A" and "Center Building B") with up to three stories added to each. The Project would also construct thirteen new buildings, ranging from 4-story duplex townhouses to 6-story apartment buildings, as residential-only buildings ("Masonic"; "Euclid"; "Mayfair"; and the seven "Laurel Duplex" buildings), and mixed-use buildings ("Plaza A"; "Plaza B"; and "Walnut") containing non-residential uses on the ground and second floors. Overall, the Project includes a total of approximately 1,428,000 gsf of new and rehabilitated floor area, comprising: approximately 978,000 gsf of residential floor area (include 744 dwelling units); approximately 35,000 gsf of retail floor area; an approximately 15,000 gsf childcare facility (accommodating approximately 175 children); approximately 400,000 gsf devoted to off-street parking with 857 parking spaces (including approximately 10 car share spaces); and 839 bicycle spaces.

A total of 25% of the Project's dwelling units will be deed-restricted, on-site affordable units designated for low-income senior households. These affordable units will be located in the proposed Walnut Building on California Street and consist of 185 studio and 1-bedroom units for seniors plus 1 on-site manager's unit.

The Project would provide 52 percent of the overall lot area (approximately 233,000 square feet) as grade-level open area, some of which would be public open space and some of which would be private open space exclusively for residents. The Project would include a total of approximately 125,000 square feet (or roughly 2.88 acres) of publicly-accessible landscaped open space with multi-purpose plazas, lawns, and pathways. New public pedestrian walkways would cross the property in a north-south direction between California Street and the intersection of Masonic and Euclid avenues approximately along the line of Walnut Street and in an east-west direction between Laurel Street and Presidio Avenue along the line of Mayfair Drive. The Project would also include streetscape improvements to enhance the safety of, and strengthen the network of, existing sidewalks and street crossings that abut the Site. These physical improvements to the Site are in service of meeting the goals and objectives of the Better Streets Plan. Specifically, the Project would include the following streetscape and pedestrian improvements: a new at-grade street crossing; sidewalk expansion; enhanced paving; installation of new street trees and street lighting on various public rights-of-way. Some of these improvements require a major encroachment permit from the Department of Public Works and are subject to Board of Supervisors approval.

WHEREAS, the Board will be taking a number of actions in furtherance of the Project, including the adoption of the 3333 California Street Special Use District ("3333 California Street SUD"), which specifies development controls that apply to the SUD, allowing additional (non-residential) permitted uses along California Street, specifies parking for childcare use, affordable housing requirements, and open space requirements; specifies director determination for consistency review and discretionary review controls; extinguishes City Planning Commission Resolution 4109; and amends Zoning Maps SU03 and HT03, reclassifying the height and bulk designation of the site from 40-X to 40-X, 45-X, 67-X, 80-X, and 92-X.

WHEREAS, in furtherance of the Project and the City's role in subsequent approval actions relating to the Project, the City and Laurel Heights Partners, LLC negotiated a development agreement for development of the Project Site, a copy of which is attached as Exhibit K (the "Development Agreement").

WHEREAS, the City has determined that as a result of the development of the Project Site in accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies, as more particularly described in the Development Agreement.

WHEREAS, the Development Agreement will eliminate uncertainty in the City's land use planning for the Project and secure orderly development of the Project Site.

WHEREAS, the Development Agreement shall be executed by the Director of Planning, subject to prior approval by the Board of Supervisors.

WHEREAS, on September 5, 2019, the Planning Commission ("Commission") reviewed and considered the Final EIR for the 3333 California Street Project ("FEIR") and found the FEIR to be adequate, accurate, and objective, thus reflecting the independent analysis and judgement of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and, by Motion No. XXXXX, certified the FEIR as accurate, complete and in compliance with the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"), the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

WHEREAS, on September 5, 2019, the Commission by Motion No. XXXXX approved CEQA Findings, including adoption of a statement of overriding considerations, under Case No. 2015-014028ENV, for approval of the Project, which findings are incorporated by reference as though fully set forth herein.

WHEREAS, the CEQA Findings included adoption of the Mitigation Monitoring and Reporting Program (MMRP) as Exhibit C, which MMRP is hereby incorporated by reference as though fully set forth herein and which requirements are made conditions of this approval.

WHEREAS, on September 5, 2019, by Motion No. XXXXX, the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to zoning text and map, as well as adoption of the 3333 California Street SUD, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, regarding the Project's consistency with the General Plan, Planning Code Section 101.1, and all other approval actions associated with the Project which findings are hereby incorporated herein by this reference as if fully set forth.

NOW THEREFORE BE IT RESOLVED, that the Commission has reviewed and considered the FEIR and record as a whole, and finds that the FEIR is adequate for its use as the decision-making body for the action taken herein and incorporates the CEQA Findings contained in Motion No. XXXXXX, including the statement of overriding considerations and the MMRP, by this reference thereto as though set forth in this Resolution;

AND BE IT FURTHER RESOLVED, that the Commission recommends approval of the Development Agreement, in substantially the form attached hereto as Exhibit K, subject to any additions and modifications that may be made by the Board of Supervisors.

AND BE IT FURTHER RESOLVED, that the Commission finds that the application, public notice, Planning Commission hearing, and Planning Director reporting requirements regarding the Development Agreement negotiations contained in Administrative Code Chapter 56 have been substantially satisfied in light of the meetings held for the last two years, the public hearings by the Planning Department staff at the Planning Commission, the provision of required public notices, and the information contained in the Director's Report.

AND BE IT FURTHER RESOLVED, that the Commission finds that the Development Agreement is consistent with the General Plan and the eight priority policies in Planning Code section 101.1 for the reasons set forth in Resolution XXXXX, and incorporated herein by reference.

AND BE IT FURTHER RESOLVED, that the Commission authorizes the Planning Director to take such actions and make such changes as deemed necessary and appropriate to implement this Commission's recommendation of approval and to incorporate recommendations or changes from other City agencies and/or the Board of Supervisors, provided that such changes do not materially increase any obligations of the City or materially decrease any benefits to the City contained in the Development Agreement attached as Exhibit K.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on September 5, 2019.

Jonas P. Ionin
Commission Secretary

AYES: NOES:

ABSENT:

ADOPTED:

BOARD of SUPERVISORS

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

August 5, 2019

Planning Commission
Attn: Jonas Ionin
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Commissioners:

On July 30, 2019, Supervisor Stefani submitted the following proposed legislation:

File No. 190844

Ordinance amending the Planning Code to add Section 249.86 to create the 3333 California Street Special Use District and amending Sectional Maps SU03 and HT03 of the Zoning Map; and making environmental findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

File No. 190845

Ordinance approving a Development Agreement between the City and County of San Francisco and Laurel Heights Partners, LLC, a Delaware limited liability company, for the development of an approximately 10.25-acre site located at California Street at Presidio Avenue with various public benefits, including 25% affordable housing, a child care center comprised of approximately 14,665 square feet, and approximately 4.47 acres of open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); approving certain development impact fees for the project, and waiving certain Planning Code fees and requirements; and confirming compliance with or waiving certain provisions of Administrative Code, Chapter 56, and ratifying certain actions taken in connection therewith, as defined herein.

The proposed ordinances are being transmitted pursuant to Planning Code, Section 302(b), for public hearing and recommendation. The ordinances are pending before the Land Use and Transportation Committee and will be scheduled for hearing upon receipt of your response.

Angela Calvillo, Clerk of the Board

By: Erica Major, Assistant Clerk
Land Use and Transportation Committee

c: John Rahaim, Director
Scott Sanchez, Acting Deputy Zoning Administrator
Corey Teague, Zoning Administrator
Lisa Gibson, Environmental Review Officer
Devyani Jain, Deputy Environmental Review Officer
AnMarie Rodgers, Director of Citywide Planning
Dan Sider, Director of Executive Programs
Aaron Starr, Manager of Legislative Affairs
Joy Navarrete, Environmental Planning
Don Lewis, Environmental Planning

[Development Agreement - Laurel Heights Partners, LLC - 3333 California Street Project - California Street at Presidio Avenue]

Ordinance approving a Development Agreement between the City and County of San Francisco and Laurel Heights Partners, LLC, a Delaware limited liability company, for the development of an approximately 10.25-acre site located at California Street at Presidio Avenue with various public benefits, including 25% affordable housing, a child care center comprised of approximately 14,665 square feet, and approximately 4.47 acres of open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); approving certain development impact fees for the project, and waiving certain Planning Code fees and requirements; and confirming compliance with or waiving certain provisions of Administrative Code, Chapter 56, and ratifying certain actions taken in connection therewith, as defined herein.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Project Findings.

The Board of Supervisors makes the following findings:

(a) California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

///

(b) Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth certain procedures for the processing and approval of development agreements in the City and County of San Francisco (the "City").

(c) Laurel Heights Partners, LLC, a Delaware limited liability company ("Developer") owns and operates an approximately 10.25-acre site bounded by California Street to the north, Presidio Avenue to the east, Masonic Avenue to the southeast, Euclid Avenue to the south, and Laurel Street and Mayfair Drive to the west, currently composed of an approximately 455,000 gross square foot office building, an approximately 14,000 gross square foot annex building, surface and subsurface parking areas, and approximately 165,200 square feet of landscaping or landscaped open space (the "Project Site").

(d) On _____, 2019, Developer filed an application with the City's Planning Department for approval of a development agreement relating to the Project Site (the "Development Agreement") under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the Board in File No. _____.

(e) The Developer proposes a mixed use development that will include residential, non- residential, open space, child care, and related uses (the "Project"). Specifically, the Project includes (1) approximately 744 residential units, including not less than 185 on site affordable senior residential units, (2) approximately 34,496 square feet of retail/restaurant/commercial use in buildings along California Street, (4) 10 below-grade parking garages with approximately 857 parking spaces, (5) an approximately 14,665 gross square foot space for child care use, and (6) approximately 56,730 square feet of privately owned, publicly accessible open space required under Planning Code Section 135, approximately 70,396 square feet of additional privately owned, publicly accessible open space, and approximately 41,288 square feet of private open space, all as more particularly described in the Development Agreement.

(f) While the Development Agreement is between the City, acting primarily through the Planning Department, and Developer, other City agencies retain a role in reviewing and issuing certain later approvals for the Project. Later approvals include approval of final maps and street improvement permits. As a result, affected City agencies have consented to the Development Agreement.

(g) The Project is anticipated to generate an annual average of approximately 675 construction jobs, and on completion, an approximate $10 million annual increase in property taxes and approximately $15 million in development impact fees (including transportation, housing linkages, and school fees). In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, the City has determined that development of the Project under the Development Agreement will provide additional benefits to the public that could not be obtained through application of existing City ordinances, regulations, and policies. Additional public benefits to the City from the Project include (1) on-site affordable housing that exceeds the amount otherwise required and will equal twenty five percent (25%) of the total number of proposed housing units for the Project; (2) workforce obligations, including significant training, employment and economic development opportunities as part of the development and operation of the Project; (3) construction and maintenance of the publicly accessible privately owned open space, totaling approximately 2.92 acres; (4) street improvements, some of which will be maintained by the Developer at no cost to the City; (5) an approximately 14,665 square foot child care center, including an outdoor activity area, capable of accommodating at least 175 children, with 10% of the maximum number of permitted slots to be provided to children in low-income households; (6) a Transportation Demand Plan under Planning Code Section 169.3(e)(2) that implements 75% of applicable target points rather than the 50% standard otherwise required for the Project; and (7) a $1,055,000 payment towards an auxiliary water supply system that will

service the Project (the "AWSS Community Benefit Fee").

(h) Concurrently with this ordinance, the Board is taking a number of actions in furtherance of the Project, as generally described in the Development Agreement, including Exhibit E to the Development Agreement.

Section 2. CEQA Findings.

On _____, by Motion No. _____, the Planning Commission certified as adequate, accurate and complete the Final Environmental Impact Report ("FEIR") for the Project pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion No. _____ is on file with the Clerk of the Board of Supervisors in File No. _____. Also on _____, by Motion No. _____, the Planning Commission adopted findings, including a rejection of alternatives and a statement of overriding considerations (the "CEQA Findings") and a Mitigation Monitoring and Reporting Program ("MMRP"). These Motions are on file with the Clerk of the Board of Supervisors in File No. _____. In accordance with the actions contemplated herein, this Board has reviewed the FEIR and related documents, and adopts as its own and incorporates by reference as though fully set forth herein the CEQA Findings, including the statement of overriding considerations, and the MMRP.

Section 3. General Plan and Planning Code Section 101.1 (b) Findings.

(a) The Board of Supervisors finds that the Development Agreement will serve the public necessity, convenience, and general welfare for the reasons set forth in Planning Commission Resolution No. _____ and incorporates those reasons herein by reference.

(b) The Board of Supervisors finds that the Development Agreement is in conformity with the General Plan and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in Planning Commission Resolution No. _____. The Board hereby adopts the findings set forth in Planning Commission Resolution No. _____ and incorporates those

findings herein by reference.

Section 4. Development Agreement.

(a) The Board of Supervisors approves all of the terms and conditions of the Development Agreement in substantially the form on file with the Clerk of the Board of Supervisors in File No. _____.

(b) The Board of Supervisors approves and authorizes the execution, delivery, and performance by the City of the Development Agreement as follows: (1) the Director of Planning and (other City officials listed thereon) are authorized to execute and deliver the Development Agreement and consents thereto, and (2) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement. The Director of Planning, at his or her discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments, or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City as provided in the Development Agreement.

(c) The Board of Supervisors authorizes the Controller to accept any payments made by the Developer under the Development Agreement.

Section 5. Development Impact Fees and Planning Code Conformity

(a) For the Project, the Board of Supervisors approves the development impact fees as set forth in the Development Agreement and waives any inconsistent provision in Planning Code Article 4.

(b) For the Project, the Board of Supervisors approves the child care facility and affordable housing requirements as set forth in the Development Agreement and waives the

requirements of Planning Code Section 414A, Section 415.5, Section 415.6(e), Section 415.6(f), and Section 415.7.

Section 6. City Administrative Code Conformity.

The Development Agreement shall prevail if there is any conflict between the Development Agreement and Chapter 56, and without limiting the generality of the foregoing clause, for purposes of the Development Agreement only, the provisions of Chapter 56 are waived or its provisions deemed satisfied as follows:

(a) Laurel Heights Partners, LLC shall constitute a permitted "Applicant/Developer" for purposes of Chapter 56, Section 56.3(b).

(b) The Project comprises approximately 10.25 acres and is the type of large multi-phase and/or mixed-use development contemplated by the City Administrative Code and therefore is satisfies the provisions of Chapter 56, Section 56.3(g).

(c) The provisions of the Development Agreement, including its attached Workforce Agreement, apply and satisfy the requirements of City Administrative Code Chapter 14B, Section 14B.20 and Chapter 56, Section 56.7(c).

(d) The provisions of the Development Agreement regarding any amendment or termination, including those relating to "Material Change," shall apply in lieu of the provisions of Chapter 56, Section 56.15.

(e) The provisions of Chapter 56, Section 56.20 have been satisfied by the Memorandum of Understanding between Developer and the Mayor's Office of Economic and Workforce Development for the reimbursement of City costs, a copy of which is on file with the Clerk of the Board of Supervisors in File No. _____.

Section 7. Chapter 56 Waiver; Ratification.

(a) In connection with the Development Agreement, the Board of Supervisors finds that the requirements of Chapter 56, as modified hereby, have been substantially complied

with and waives any procedural or other requirements of Chapter 56 if and to the extent to which they have not been strictly complied.

(b) All actions taken by City officials in preparing and submitting the Development Agreement to the Board of Supervisors for review and consideration are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials consistent with this ordinance.

Section 8. Effective and Operative Date.

This ordinance shall become effective 30 days from the date of passage. This ordinance shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____, Ordinance _____, and Ordinance _____ have become effective. Copies of said Ordinances are on file with the Clerk of the Board of Supervisors in File No. _____.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Carol Wong
Deputy City Attorney
n:\spec\as2019\1900003\01380357.docx

FILE NO. 190845

LEGISLATIVE DIGEST

[Development Agreement Amendment - Laurel Heights Partners, LLC - 3333 California Street Project - California Street at Presidio Avenue]

Ordinance approving a Development Agreement between the City and County of San Francisco and Laurel Heights Partners, LLC, a Delaware limited liability company, for the development of an approximately 10.25-acre site located at California Street at Presidio Avenue with various public benefits, including 25% affordable housing, a child care center comprised of approximately 14,665 square feet, and approximately 4.47 acres of open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); approving certain development impact fees for the project, and waiving certain Planning Code fees and requirements; and confirming compliance with or waiving certain provisions of Administrative Code, Chapter 56, and ratifying certain actions taken in connection therewith, as defined herein.

Background Information

California Government Code sections 65864 et seq. (the “Development Agreement Statute”) and San Francisco Administrative Code Chapter 56 (“Chapter 56”) authorize the City to enter into a development agreement regarding the development of real property. There are no amendments to existing law.

Proposed Amendment

Laurel Heights Partners, LLC, a Delaware limited liability company ("Developer") has proposed a mixed-use development project (“Project”) for the approximately 10.25-acre site bounded by California Street to the north, Presidio Avenue to the east, Masonic Avenue to the southeast, Euclid Avenue to the south, and Laurel Street and Mayfair Drive to the west. The Project includes converting an existing office building into two residential buildings, constructing 13 new buildings, and developing open space to result in approximately 744 residential units, including 185 on site affordable senior residential units, approximately 34,496 square feet for retail/restaurant/commercial use, 10 below-grade parking garages with approximately 857 parking spaces, an approximately 14,665 gross square foot space for child care use, approximately 41,288 square feet of private open space, and approximately 127,126 square feet of privately owned, publicly accessible open space that will include public pathways through the site and an existing open space at Euclid Avenue.

City staff has negotiated a development agreement with Developer for a term of 15 years. Under the development agreement, Developer will attain the vested right to develop the Project in return for specified community benefits, including the affordable housing, public open space, child care facility, transportation, street improvements, auxiliary water supply

system contribution, and workforce commitments made by Developer. Approval of the ordinance would adopt certain environmental findings, allow City staff to enter into the development agreement, and waive specified provisions of the Administrative Code and Planning Code for the Project.

By separate legislation, the Board is considering a number of other actions in furtherance of the Project, including the creation of a special use district and amendments to the City's Planning Code, Height Map and Zoning Map, and approving a major encroachment permit.

n:\spec\as2019\1900003\01380337.docx

EXHIBIT C:

Mitigation Monitoring and Reporting Program (MMRP)

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR
3333 California Street Mixed-Use Project
(Includes Text for Adopted Mitigation Measures and Improvement Measures)

MEASURES ADOPTED AS CONDITIONS OF APPROVAL	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions Schedule and Verification of Compliance
MITIGATION MEASURES				
Cultural Resources (Historic Architectural Resources) Mitigation Measures				
Mitigation Measure M-CR-1a: Documentation of Historical Resource Prior to issuance of demolition or site permits, the project sponsor shall undertake Historic American Building/Historic American Landscape Survey-like (HABS/HALS-like) documentation of the building and associated landscape features. The documentation shall be undertaken by a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History, History, or Architecture (as appropriate) to prepare written and photographic documentation of 3333 California Street. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements: **Measured Drawings** – A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historic resource. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plans, sections, elevations). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings; **Historic American Buildings/Historic American Landscape Survey-Level Photographs** – Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department Preservation staff for concurrence, and all digital photography shall be conducted according to the latest National Park Service (NPS) standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS/HALS photography.	Project sponsor to retain qualified professional consultant. Consultant to prepare documentation. Planning Department shall review, request revisions if appropriate, and ultimately approve documentation. Project sponsor to conduct outreach to identify other interested repositories under the direction of Planning Department Preservation staff.	Prior to issuance of any demolition or site permit for the affected historic resource at 3333 California Street, the qualified professional consultant to submit documentation package per HABS / HAER / HALS Guidelines for review by Planning Department. Prior to issuance of any demolition or site permit for the affected historic resource at 3333 California Street, project sponsor to transmit documentation to the History Room in SF Library, San Francisco Architectural Heritage, and NWIC.	The qualified professional consultant to submit draft and final documentation prepared pursuant to HABS/HAER/HALS Guidelines to Planning Department for review and approval. Following approval of documentation by Planning Department and prior to the start of construction, project sponsor to transmit documentation to the SF History Center in SF Library, Planning Department, and NWIC.	Considered complete when project sponsor transmits documentation to the History Room in SF Library, San Francisco Architectural Heritage, and NWIC as well as any other repositories, if applicable, as identified and agreed with during the outreach process.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
Photograph views for the data set shall include contextual views; views of each side of the building and interior views, including any original interior features, where possible; oblique views of the building; and detail views of character-defining features, including landscape elements. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the data set. **HABS/HALS Historical Report** – A written historical narrative and report shall be provided in accordance with the HABS/HALS Historical Report Guidelines. The written history shall follow an outline format that begins with a statement of significance supported by the development of the architectural and historical context in which the structure was built and subsequently evolved. The report shall also include architectural description and bibliographic information. **Video Recordation** – Video recordation shall be undertaken before demolition or site permits are issued. The project sponsor shall undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historical resource. This mitigation measure would supplement the traditional HABS/HALS documentation, and would enhance the collection of reference materials that would be available to the public and inform future research. **Softcover Book** – A Print-on-Demand softcover book shall be produced that includes the content from the historical report, historical photographs, HABS/HALS photography, measured drawings, and field notes. The Print-on-Demand book shall be made available to the public for distribution.				

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
The project sponsor shall transmit such documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, the Planning Department, and the Northwest Information Center. The HABS/HALS documentation scope will determine the requested documentation type for each facility, and the project sponsor will conduct outreach to identify other interested repositories. All documentation will be reviewed and approved by the Planning Department's Preservation staff before any demolition or site permit is granted for the affected historical resource.				
Mitigation Measure M-CR-1b: Interpretation of the Historical Resource The project sponsor shall facilitate the development of an interpretive program focused on the history of the project site. The interpretive program should be developed and implemented by a qualified professional with demonstrated experience in displaying information and graphics to the public in a visually interesting manner, such as a museum or exhibit curator. This program shall be initially outlined in a proposal for an interpretive plan subject to review and approval by Planning Department Preservation staff. The proposal shall include the proposed format and location of the interpretive content, as well as high-quality graphics and written narratives. The proposal prepared by the qualified consultant describing the general parameters of the interpretive program shall be approved by Planning Department Preservation staff prior to issuance of the architectural addendum to the site permit. The detailed content, media and other characteristics of such interpretive program shall be approved by Planning Department Preservation staff prior to issuance of a Temporary Certificate of Occupancy. The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1a, may be used to illustrate the site's history. The primary goal is to educate visitors and future residents about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts. These themes would include but not be limited to the subject property's historic	Project sponsor and their qualified professional to select materials from 3333 California Street building to display. Project sponsor to establish location(s), media, and characteristics of the display. Project sponsor and their qualified professional to prepare display.	Prior to issuance of architectural addendum to the site permit, the general parameters of the interpretive program shall be approved by Planning Department Preservation staff. Prior to any demolition or removal activities, selection of interpretative materials to occur. Interpretive program shall be approved by Planning Department prior to the issuance of the first Temporary Certificate of Occupancy and updated for each construction phase, if needed.	The qualified professional to submit interpretive materials to Planning Department for approval. Project sponsor to report to Planning Department when display is completed.	Considered complete when Planning Department approve the interpretive program for all construction phases and when the interpretive program is installed.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions Schedule and Verification of Compliance**
significance as a Midcentury Modern corporate campus designed by Edward B. Page with a landscape designed by Eckbo, Royston & Williams. The interpretive program should be developed in coordination with the archaeological program, which would likely include interpretation of the subject property's inclusion in the larger site of California Registered Landmark 760, Former Site of Laurel Hill Cemetery.				
Cultural Resources (Archaeological Resources) Mitigation Measures				
Mitigation Measure M-CR-2a: Archaeological Testing, Monitoring, Data Recovery and Reporting Based on a reasonable presumption that archaeological resources may be present within the project site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the project on buried historical or prehistoric resources. The project sponsor shall retain the services of an archaeological consultant from rotation of the Department Qualified Archaeological Consultants List maintained by the Planning Department archaeologist. The project sponsor shall contact the Department archaeologist to obtain the names and contact information for the next three archaeological consultants on the qualified archaeological consultants list. The archaeological consultant shall undertake an archaeological testing program as specified in the Archaeological Research Design and Treatment Plan and outlined below. In addition, the consultant shall be available to conduct an archaeological monitoring program, as required pursuant to this measure. The archaeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archaeological monitoring and/or testing programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archaeological resource as defined in CEQA Guidelines section 15064.5 (a) and (c).	Project sponsor to retain qualified professional archaeologist from the pool of archaeological consultants maintained by the Planning Department.	Prior to issuance of site permits and prior to commencement of demolition and soil-disturbing activities for each construction phase, submittal of all plans and reports for approval by the ERO.	The archaeological consultant shall undertake an archaeological testing program as specified herein. (See below regarding archaeological consultant's reports).	Considered complete when project sponsor retains a qualified professional archaeological consultant, and archaeological consultant has a scope approved by the ERO for the archaeological testing program.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
Consultation with Descendant Communities On discovery of an archaeological site[1] associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group, an appropriate representative[2] of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archaeological field investigations of the site and to consult with the ERO regarding appropriate archaeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archaeological site per Mitigation Measure M-CR-2b (below). A copy of the Final Archaeological Resources Report shall be provided to the representative of the descendant group.	Project sponsor/archaeological consultant.	Upon discovery of an archaeological site associated with descendant groups, and for the duration of the archaeological investigation of the associated site.	Project sponsor/archaeological consultant shall contact the ERO and appropriate descendant group representative upon discovery of an archaeological site.	
Archaeological Testing Program The archaeological consultant shall prepare and submit to the ERO for review and approval an archaeological testing plan (ATP) that tiers off the Archaeological Research Design and Treatment Plan. The purpose of the archaeological testing program will be to determine to the extent possible the presence or absence of archaeological resources and to identify and to evaluate whether any archaeological resource encountered on the site constitutes an historical resource under CEQA.	Project sponsor and archaeological consultant at the direction of the ERO.	Prior to any excavation, site preparation or construction an ATP for such phase is to be submitted to and approved by the ERO.	Archaeological consultant to undertake ATP in consultation with ERO.	Considered complete upon submittal of Final Archaeological Resources Report.
At the completion of the archaeological testing program, the archaeological consultant shall submit a written report of the findings to the ERO. If based on the archaeological testing program the archaeological consultant finds that significant archaeological resources may be present, the ERO in consultation with the archaeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archaeological testing, archaeological monitoring, and/or an archaeological data recovery program. If the ERO determines that a significant archaeological resource is present and that the resource could be adversely affected by the project, at the discretion of the project sponsor either: A) The project shall be redesigned so as to avoid any adverse effect on	Project sponsor and archaeological consultant in consultation with the ERO.	At the completion of the archaeological testing program.	Archaeological consultant to submit results of testing. Based on findings, the project sponsor and archaeological consultant, in consultation with ERO, to determine the final steps.	

[1] The term "archaeological site" is intended here to minimally include any archaeological deposit, feature, burial, or evidence of burial.

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

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
the significant archaeological resource; or B) A data recovery program shall be implemented, unless the ERO determines that the archaeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.				
Archaeological Monitoring Program If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP would minimally include the following provisions: • The archaeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archaeological consultant shall determine what project activities shall be archaeologically monitored. A single AMP or multiple AMPs may be produced to address project phasing. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archaeological monitoring because of the risk these activities pose to potential archaeological resources and to their depositional context. The archaeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archaeological resource; • The archaeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archaeological consultant and the ERO until the ERO has, in consultation with project archaeological consultant, determined that project construction activities could have no effects on significant archaeological deposits; and • The archaeological monitor shall record and be authorized to collect	Project sponsor and archaeological consultant in consultation with the ERO.	Project sponsor, archaeological consultant, and ERO shall meet prior to commencement of soils-disturbing activities for each construction phase. If ERO determines that archaeological monitoring is necessary, monitor throughout all soils-disturbing activities for each construction phase	If required, archaeological consultant to prepare AMP in consultation with the ERO. Project sponsor, archaeological consultant, archaeological monitor, and project sponsor's contractors shall implement the AMP, if required by the ERO	Considered complete on approval of AMP by ERO; submittal of report regarding findings of AMP.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
soil samples and artifactual/ecofactual material as warranted for analysis. If an intact archaeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archaeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archaeological monitor has cause to believe that the pile driving activity may affect an archaeological resource, pile driving activity that may affect the archaeological resource shall be suspended until an appropriate evaluation of the resource has been made in consultation with the ERO. The archaeological consultant shall immediately notify the ERO of the encountered archaeological deposit. The archaeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archaeological deposit, and present the findings of this assessment to the ERO. If the ERO determines that a significant archaeological resource is present and that the resource could be adversely affected by the project, at the discretion of the project sponsor either: A) The project shall be redesigned so as to avoid any adverse effect on the significant archaeological resource; or B) A data recovery program shall be implemented, unless the ERO determines that the archaeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.				
Whether or not significant archaeological resources are encountered, the archaeological consultant shall submit a written report of the findings of the monitoring program to the ERO.	Project sponsor and project archaeological consultant.	After completion of the approved archaeological monitoring program	Submit report on findings of AMP	
<u>Archaeological Data Recovery Program</u> If the ERO, in consultation with the archaeological consultant, determines that an archaeological data recovery program shall be implemented based on the presence of a significant resource, the archaeological data recovery program shall be conducted in accord with an archaeological data recovery plan (ADRP). No archaeological data recovery shall be undertaken without the prior approval of the ERO or the Planning Department archaeologist. The	Project sponsor and archaeological consultant in consultation with the ERO.	If there is a determination by the ERO that an ADRP is required.	If required, archaeological consultant to prepare an ADRP in consultation with the ERO.	Considered complete on approval of the FARR by ERO.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
archaeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archaeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archaeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, shall be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practical. The scope of the ADRP shall include the following elements: • *Field Methods and Procedures.* Descriptions of proposed field strategies, procedures, and operations. • *Cataloguing and Laboratory Analysis.* Description of selected cataloguing system and artifact analysis procedures. • *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies. • *Interpretive Program.* Consideration of an onsite/offsite public interpretive program during the course of the archaeological data recovery program. • *Security Measures.* Recommended security measures to protect the archaeological resource from vandalism, looting, and non-intentionally damaging activities. • *Final Report.* Description of proposed report format and distribution of results. *Curation.* Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.				

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
Human Remains and Associated or Unassociated Funerary Objects The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the ERO and the Medical Examiner of the City and County of San Francisco, and in the event of the Medical Examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC), which shall appoint a Most Likely Descendant (MLD). The MLD will complete his or her inspection of the remains and make recommendations or preferences for treatment within 48 hours of being granted access to the site (Public Resources Code section 5097.98). The project sponsor and ERO shall make all reasonable efforts to develop a burial agreement with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and associated or unassociated funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). The agreement shall take into consideration the appropriate excavation, removal, recordation, scientific analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. If the MLD agrees to scientific analyses of the remains and/or associated or unassociated funerary objects, the archaeological consultant shall retain possession of the remains and associated or unassociated funerary objects until completion of any such analyses, after which the remains and associated and unassociated funerary objects shall be reinterred or curated as specified in the agreement. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. However, if the ERO, project sponsor and MLD are unable to reach an agreement on scientific treatment of the remains and associated and unassociated funerary objects, the ERO, with cooperation of the project sponsor, shall ensure that the remains and/or mortuary materials are stored securely and respectfully until they can be reinterred on the property, with appropriate dignity, in a location not subject to further or future subsurface disturbance. Treatment of historic-period human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity will additionally follow protocols laid out in the Archaeological Research Design	Project sponsor and archaeological consultant shall notify the San Francisco Medical Examiner and if applicable, Native American Heritage Commission who will appoint a Most Likely Descendent. Project sponsor, ERO, and the Most Likely Descendent shall make all reasonable efforts to develop a burial agreement.	In the event human remains and/or funerary objects are encountered project sponsor's construction contractor to immediately contact archaeological consultant and ERO.	Archaeological consultant/ archaeological monitor/project sponsor or contractor to contact San Francisco Medical Examiner and ERO and implement regulatory requirements, if applicable, regarding discovery of Native American human remains and associated/unassociated funerary objects.	Considered complete on notification of the San Francisco Medical Examiner, ERO, and NAHC, if necessary, and completion of burial agreement and/or analysis.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions Schedule and Verification of Compliance**
and Treatment Plan, the ATP, and any agreement established between the project sponsor, Medical Examiner and the ERO.				
Final Archaeological Resources Report The archaeological consultant shall submit a Final Archaeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archaeological resource and describes the archaeological and historical research methods employed in the archaeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archaeological resource shall be provided in a separate removable insert within the FARR. The FARR may be submitted at the conclusion of all construction activities associated with the project.	Project sponsor and archaeological consultant in consultation with ERO.	If applicable, after completion of archaeological data recovery, inventorying, analysis and interpretation.	If applicable, archaeological consultant to submit a FARR to ERO for approval.	Considered complete upon approval of Final Archaeological Resources Report by ERO and distribution of FARR as directed by ERO.
Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (CA Department of Parks and Recreation [DPR] 523 series) and/or documentation for nomination to the National Register of Historic Places (National register)/California Register of Historical Resources (California register). In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.	Archaeological consultant at the direction of the ERO.	If applicable, upon approval of Final Archaeological Resources Report by ERO.	Once approved, archaeological consultant to distribute FARR and provide written certification to ERO that required FARR distribution has been completed.	
Mitigation Measure M-CR-2b: Interpretation Based on a reasonable presumption that archaeological resources may be present within the project site, and to the extent that the potential significance of some such resources is premised on the California register Criteria 1 (Events), 2 (Persons), and/or 3 (Design/Construction), the following measure shall be undertaken to avoid any potentially significant adverse effect from the project on buried historical resources if significant archaeological resources are discovered. The project sponsor shall implement an approved program for interpretation of significant archaeological resources. The project sponsor shall retain the	Project sponsor and archaeological consultant at the direction of the ERO.	Prior to issuance of final certificate of occupancy.	Archaeological consultant to develop program for post-recovery interpretation of resources. All plans and recommendations for interpretation by the archaeological consultant shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until deemed final by the	Considered complete upon installation of approved interpretation program, if required.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
services of a qualified archaeological consultant from the rotational qualified archaeological consultant list maintained by the Planning Department archaeologist having expertise in California urban historical and prehistoric archaeology. The archaeological consultant shall develop a feasible, resource-specific program for post-recovery interpretation of resources. The particular program for interpretation of artifacts that are encountered within the project site will depend upon the results of the data recovery program and will be the subject of continued discussion between the ERO, consulting archaeologist, and the project sponsor. Such a program may include, but is not limited to, any of the following (as outlined in the Archaeological Research Design and Treatment Plan): lectures, exhibits, websites, video documentaries, and preservation and display of archaeological materials. To the extent feasible, the interpretive program shall be part of a larger, coordinated public interpretation strategy for the project area. The archaeological consultant's work shall be conducted at the direction of the ERO, and in consultation with the project sponsor. All plans and recommendations for interpretation by the consultant shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO.			ERO. The ERO to approve final interpretation program. Project sponsor to implement an approved interpretation program.	
Mitigation Measure M-CR-4: Tribal Cultural Resources Interpretive Program If the Environmental Review Officer (ERO) determines that a significant archaeological resource is present, and if in consultation with the affiliated Native American tribal representatives, the ERO determines that the resource constitutes a tribal cultural resource (TCR) and that the resource could be adversely affected by the proposed project, the proposed project shall be redesigned so as to avoid any adverse effect on the significant tribal cultural resource, if feasible.	Project sponsor at the direction of the ERO.	For the duration of soil-disturbing activities throughout all construction phases.	Project sponsor shall contact the ERO and appropriate Native American tribal representative upon discovery of an archaeological resource that constitutes a TCR.	Considered complete upon installation of approved interpretation program, if required.
If the ERO, in consultation with the affiliated Native American tribal representatives and the project sponsor, determines that preservation-in-place of the tribal cultural resources is not a sufficient or feasible option, the project sponsor shall implement an interpretive program of the TCR in consultation with affiliated tribal representatives. An interpretive plan produced in consultation with the ERO and affiliated tribal representatives, at a minimum,	Project sponsor in consultation with the ERO.	Prior to issuance of final certificate of occupancy.	A qualified consultant, the project sponsor, a Native American tribal representative, and the ERO shall collaborate on the development of a feasible, resource-specific program for post-recovery	

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
and approved by the ERO would be required to guide the interpretive program. The plan shall identify, as appropriate, proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long- term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.			interpretation of resources. The interpretive plan shall be submitted first and directly to the ERO for review and comment, and shall be considered a draft report subject to revision until deemed final by the ERO. The ERO to approve final interpretation program. Project sponsor to implement an approved interpretation program.	
Transportation and Circulation Mitigation Measures				
Mitigation Measure M-TR-2: Reduce Retail Parking Supply The proposed project or project variant shall provide retail parking in an amount not to exceed the existing neighborhood rate of 1.55 by 38 percent (or 2.14 spaces per 1,000 gross square feet).	Project sponsor or qualified consultant to develop a draft parking plan to achieve the required retail parking rate.	Prior to approval of the Conditional Use/PUD application.	The project sponsor or qualified consultant to provide a draft parking program to the Planning Department for review and approval.	Considered complete upon review and approval of the parking reduction plan by the Planning Department.
Mitigation Measure M-TR-4: Monitor and Provide Fair-Share Contribution to Improve 43 Masonic Capacity Based on an evaluation of the transit ridership generated by the proposed project or project variant, monitoring of transit capacity utilization for the 43 Masonic route shall be initiated when the first phase of development has been completed and occupied. The transit monitoring phase shall involve the following steps. • The project sponsor shall fund a transit capacity study to be reviewed and approved by the SFMTA. The project sponsor shall obtain current ridership on the 43 Masonic route from SFMTA and an assessment of the capacity utilization shall be conducted at the 43 Masonic route's maximum load point for weekday a.m. peak hour conditions.	Project sponsor or qualified consultant at the direction of the SFMTA shall prepare a transit capacity study to determine whether capacity utilization exceeds 85 percent for the 43 Masonic route. If so, then SFMTA will determine whether adding bus(es) or other	Baseline study conducted prior to the issuance of the first Certificate of Occupancy of the first phase of development, and subsequent ridership study after the first phase of the development is occupied. No studies shall be required if fair-share contribution is paid.	SFMTA to review the study and determine if the capacity utilization of the 43 Masonic line at its maximum load point exceeds 85 percent as measured at the completion of any individual project phase. If so, and the SFMTA has committed to implement M-TR-4, the project sponsor shall provide the fair share contribution subject to the limits stated in M-TR-4 to	Considered complete upon payment of fair – share contribution or review and approval of the transit capacity study by SFMTA, if applicable and payment of fair-share contribution. If SFMTA determines one or

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
• If the capacity utilization exceeds 85 percent, a fair share contribution payment shall be made to SFMTA by the project sponsor, calculated in a Transit Mitigation Agreement, to contribute to the cost of providing additional bus service or otherwise improving service on the 43 Masonic route. The fair share contribution as documented in EIR Appendix D shall not exceed the following amounts across all phases. Payment of the following fair share contribution levels would mitigate the impacts of the estimated transit ridership added by full development of the proposed project or project variant. • Proposed Project – $182,227 • Project Variant – $218,390 These amounts shall be increased by consumer price index per year plus a one-time escalation of 0.5 percent. SFMTA will determine whether adding bus(es) or other measures are more desirable to increase capacity along the route and will use the funds provided by the project sponsor to implement the most desirable measure, which may include, but is not limited to, the following: 1. Instead of adding more buses to a congested route, increase travel speeds along the route, which would allow for buses to move faster, thus increasing efficiency and reliability. In this case, the project sponsor's fair share contribution may be used to fund a study to identify appropriate and feasible improvements and/or implement a portion of the improvements that would increase travel speeds enough to increase capacity along the bus route. Such improvements could include transit only lanes, transit signal priority, and transit boarding improvements. 2. Increase capacity along the corridor by adding a new Muni service route in this area. If this option is selected, the project sponsor's fair share contribution may fund the purchase of the new vehicles. If the capacity utilization with the proposed project or project variant based on SFMTA's ridership data is less than 85 percent after a particular phase of the proposed project or project variant is completed and occupied, then the project	measures are more desirable to increase capacity along the route and will use the funds provided by the project sponsor to implement the most desirable measure		capital costs for SFMTA to implement one of the designated capacity enhancement measures.	more fair-share payments is required, considered complete upon payment of the final fair-share payment.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
sponsor's fair share payment shall be $0 and the process shall repeat at the subsequent phase. Each subsequent fair share calculation shall take account of amounts paid for prior phases, to ensure that payments are not duplicative for the same transit rider impacts.				
Noise and Vibration Mitigation Measures				
Mitigation Measure M-NO-1: Construction Noise Control Measures The project sponsor shall implement a project-specific Noise Control Plan that has been prepared by a qualified acoustical consultant and approved by the Planning Department. The Noise Control Plan may include, but is not limited to, the following construction noise control measures. Implementation of applicable construction noise control measures shall apply to all phases of the construction period. • Muffle and maintain all equipment used on site. All internal combustion engine driven equipment shall be fitted with mufflers that are in good working condition. • Position stationary noise sources, such as temporary generators and pumps, as far from nearby receptors as possible, within temporary enclosures and shielded by barriers (which could reduce construction noise by as much as 5 dB) or other measures, to the extent feasible. • Use "quiet" models of air compressors and other stationary equipment where such technology exists. • Prohibit unnecessary idling of internal combustion engines. • Impact tools (e.g., jack hammers, pavement breakers, rock drills) used for project construction shall be "quiet" gasoline-powered compressors or electrically powered compressors, and electric rather than gasoline- or diesel-powered engines shall be used to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be	Project sponsor and construction contractor shall prepare and implement Noise Control Plan.	Draft Noise Control Plan to be submitted to Planning Department and Department of Public Health prior to issuance of the first building permit or other permit that allows ground disturbance. Draft construction-noise monitoring program to be submitted to the Planning Department and Department of Public Health prior to start of excavation of all construction phases, prior to building construction of the Euclid and Masonic buildings, and the Laurel Duplexes and Mayfair Building.	Planning Department and Department of Public Health shall review and approve Noise Control Plan and construction-noise monitoring programs. Project sponsor, qualified consultant, and/or construction contractor(s) to prepare a weekly noise monitoring log which shall be made available to the Planning Department when requested. Any weekly report that includes an exceedance or for a period during which a complaint is received shall be submitted to the Development Performance Coordinator within 3 business days following the week in which the exceedance or complaint occurred. Project sponsor shall notify the Planning Department Development Performance Coordinator of any night noise permit requests when submitted and any emergency/unanticipated activity causing noise with potential to exceed standard as soon as possible.	Project sponsor, qualified consultant, and/or construction contractor(s) to submit final noise monitoring report to the Planning Department Development Performance Coordinator at the completion of each construction phase. Considered complete at the completion of project construction and submittal of final noise monitoring reports.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
used, which could achieve a reduction of 5 dBA. Quieter equipment shall be used when feasible, such as drills rather than impact equipment. • Clearly post allowable construction hours (i.e., 7 a.m. to 8 p.m.) on signs around the project site through the duration of construction. • During the excavation component of all construction phases, during building construction (framing of structure and major exterior work) of the Euclid and Masonic buildings, the Laurel Duplexes, and Mayfair Building, prepare and implement a daytime construction-noise monitoring program (e.g., 7 a.m. to 7 p.m. during weekdays, and 7 a.m. to 3 p.m. on Saturdays and all other times that excavation or major exterior construction of the identified buildings occurs). Three monitoring stations shall be required to provide continuous noise monitoring at the nearest potentially impacted receptors to the south (along Euclid Avenue), to the west (along Laurel Street), and to the north (along California Street). Selection of the three monitoring locations shall be coordinated between the Planning Department, construction contractor, and ultimately the affected residential property owners. The program shall be set up to alert the Construction Manager or other designated person(s) when noise levels exceed allowable limits (10 dBA above established ambient levels). If noise levels are found to exceed applicable noise limits due to construction-related activities, corrective action shall be taken, such as halting or moving specific construction activities, fixing faulty or poorly operating equipment, and installing portable barriers. • Designate a Construction Manager who shall: o Clearly post his/her name and phone number(s) on signs visible during each phase of the construction program. o Notify area residents of construction activities, schedules, and impacts. o Receive and act on complaints about construction noise disturbances.				

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
o Determine the cause(s) and implement remedial measures as necessary to alleviate potentially significant problems related to construction noise o Request night noise permits from the San Francisco Department of Building Inspection (DBI) if any activity, including deliveries or staging, is anticipated outside of work hours that has the potential to exceed noise standards. If such activity is required in response to an emergency or other unanticipated conditions, night noise permits shall be requested as soon as feasible for any ongoing response activities. o Notify the Planning Department's Development Performance Coordinator at the time that night noise permits are requested or as soon as possible after emergency/unanticipated activity causing noise with the potential to exceed noise standards has occurred. <u>Plan Review, Implementation, and Reporting</u> The Noise Control Plan shall be reviewed and approved by the San Francisco Department of Public Health and Planning Department prior to implementation. Noise monitoring shall be completed by a qualified noise consultant. A noise monitoring log report shall be prepared by the Construction Manager or other designated person(s) on a weekly basis and shall be made available to the Planning Department when requested. The log shall include any complaints received, whether in connection with an exceedance or not, as well as any complaints received through calls to 311 or DBI if the contractor is made aware of them (for example, via a DBI notice, inspection, or investigation). Any weekly report that includes an exceedance or for a period during which a complaint is received should be submitted to the Development Performance Coordinator within 3 business days following the week in which the exceedance or complaint occurred. A report also shall be submitted to the Planning Department Development Performance Coordinator at the completion of each construction phase. The report shall document noise levels, exceedances of threshold levels, if reported, and corrective action(s) taken.				

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
Mitigation Measure M-NO-2: Vibration Monitoring Program for SF Fire Credit Union Building Prior to excavation activities along California Street, including for the Walnut Building and California Street Garage, a detailed vibration assessment and monitoring plan shall be completed to ensure that construction activities and equipment are selected and designed to ensure groundborne vibration levels at the SF Fire Credit Union do not exceed levels protective of the structural integrity of the building.	Project sponsor to retain a qualified consultant to prepare a detailed vibration assessment and monitoring plan.	The detailed vibration assessment and monitoring plan is to be submitted to Planning Department prior to issuance of demolition or site permits for Walnut Building and California Street Garage.	Planning Department to approve vibration assessment and monitoring plan. Project sponsor, qualified consultant, and/or construction contractor(s) to submit weekly reports during excavation, foundation and exterior construction activities to the Planning Department Development Performance Coordinator, and Department of Building Inspection upon request.	Considered complete at the completion of Walnut Building and California Street Garage excavation and submittal of final vibration monitoring report to the Planning Department.
The project contractor shall: • Retain the services of a qualified structural engineer or vibration consultant to prepare a pre-construction building assessment and vibration monitoring plan of the SF Fire Credit Union building. • Prior to excavation activities for the Walnut Building and the California Street Garage, perform inspection of the SF Fire Credit Union building to document existing building conditions with written and photographic descriptions of the existing condition of visible exteriors and in interior locations upon permission of the owner. The assessment shall determine specific locations to be monitored and include annotated drawings to locate digital photo locations, survey markers, and/or other monitoring devices to measure vibrations. Based on the construction program for the proposed project or project variant and the condition of the SF Fire Credit Union building, the structural engineer and/or vibration consultant shall develop a vibration monitoring plan to protect the SF Fire Credit Union building. The pre-construction assessment and vibration monitoring plan shall be submitted to the Planning Department prior to issuance of construction permits for excavation for the Walnut Building and the California Street Garage.	Project sponsor to retain a qualified structural engineer or vibration consultant to carry out pre-construction assessment.	Prior to excavation activities for the Walnut Building and California Street Garage, the qualified consultant shall perform pre-construction inspection of the SF Fire Credit Union building.	Planning Department shall review and approve pre-construction assessment and vibration monitoring plan.	

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
• Inform the SF Fire Credit Union of upcoming construction activities that may generate high levels of vibration, including excavator use that may occur within 15 feet of this building (thereby providing a 7-foot protective buffer to the 8-foot distance where damage may occur). • Perform vibration monitoring at the SF Fire Credit Union building during excavation activities for the Walnut Building and the California Street Garage when operating heavy equipment (i.e., excavators) within 15 feet of the building foundation. Vibration monitoring shall be conducted on a daily basis, as needed, when heavy equipment operates within 15 feet of the building foundation. When vibration levels exceed allowable threshold the Construction Manager, structural engineer, or other designated person(s) shall be alerted. • Should the measured vibration levels at the SF Fire Credit Union building during excavation for the Walnut Building and the California Street Garage exceed 0.5 PPV (in/sec) at any time, or if damage to the SF Fire Credit Union building is observed, construction personnel shall immediately cease excavation and implement vibration control measures such as adjustment of excavation methods to reduce vibration of soil or use of equipment that generates lower levels of vibration. Examples of equipment that may generate lower levels of vibration may include smaller sized back-hoes. • If damage to the SF Fire Credit Union building occurs, the building shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity, as shown in the pre-construction assessment, with the consent of the building owner. **Plan Review, Implementation, and Reporting** The Detailed Vibration Assessment Plan shall be reviewed and approved by the San Francisco Planning Department prior to implementation. Vibration measurements shall be completed by a qualified structural engineer or vibration consultant.				

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
A vibration monitoring log report is to be prepared by the Construction Manager or other designated person(s) on a weekly basis during excavation for the Walnut Building and California Street Garage, and shall be made available to the Planning Department Development Performance Coordinator and building department when requested. A final report on the vibration monitoring shall be submitted to the Planning Department following completion of Walnut Building and California Street Garage excavation and prior to the issuance of a Certificate of Occupancy. The report shall document vibration levels, exceedances of the threshold level, if reported, and corrective action(s) taken.				
Mitigation Measure M-NO-3: Stationary Equipment Noise Controls Noise attenuation measures shall be incorporated into all stationary equipment (including HVAC equipment) installed on all buildings that include such stationary equipment as necessary to meet noise limits specified in Section 2909 of the Police Code. Interior noise limits shall be met under both existing and future noise conditions. Noise attenuation measures could include provision of sound enclosures/barriers, addition of roof parapets to block noise, increasing setback distances from sensitive receptors, provision of louvered vent openings, and location of vent openings away from adjacent residential uses. After completing installation of the HVAC equipment but before receipt of the Final Certificate of Occupancy for each building, the project sponsor shall conduct noise measurements to ensure that the noise generated by stationary equipment complies with section 2909 (a) and (d) of the San Francisco Noise Ordinance. No Final Certificate of Occupancy shall be issued for any building until the standards in the Noise Ordinance are shown to be met for that building.	Project sponsor and construction contractor(s) shall implement noise attenuation measures and conduct noise measurements identified in M-NO-3.	Prior to issuance of building permit, incorporate practices identified in M-NO-3 into the project construction plans. Before receipt of the Final Certificate of Occupancy for each building, the project sponsor shall conduct noise measurements.	Project sponsor to provide copies of project construction plans to Planning Department that show incorporation of practices identified. Before receipt of the Final Certificate of Occupancy for each building, the project sponsor shall submit noise measurements results to the Planning Department Development Performance Coordinator. The noise measurement results from the stationary equipment shall demonstrate compliance with sections 2909 (a) and (d) of the San Francisco Noise Ordinance.	Considered complete upon submittal of project construction plans incorporating identified practices and noise measurements results demonstrating compliance with the San Francisco Noise Ordinance.
Biological Resources Mitigation Measures				
Mitigation Measure M-BI-1: Preconstruction Nesting Bird Surveys and Buffer Areas Nesting birds and their nests shall be protected during construction by implementation of the following measures for each construction phase:	Project sponsor and qualified biologist shall	Vegetation/tree removal activities shall be	Before each construction phase. If qualified biologist proposes to	Considered complete upon

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
a. To the extent feasible, conduct initial activities including, but not limited to, vegetation removal, tree trimming or removal, ground disturbance, building demolition, site grading, and other construction activities which may compromise breeding birds or the success of their nests outside of the nesting season (January 15 through August 15). b. If construction during the bird nesting season cannot be fully avoided, a qualified wildlife biologist* shall conduct pre-construction nesting surveys within 14 days prior to the start of construction or demolition at areas that have not been previously disturbed by project activities or after any construction breaks of 14 days or more. Surveys shall be performed for suitable habitat within 250 feet of the project site in order to locate any active nests of common bird species and within 500 feet of the project site to locate any active raptor (birds of prey) nests. c. If active nests are located during the preconstruction nesting bird surveys, a qualified biologist shall evaluate if the schedule of construction activities could affect the active nests and if so, the following measures would apply: i. If construction is not likely to affect the active nest, construction may proceed without restriction; however, a qualified biologist shall regularly monitor the nest at a frequency determined appropriate for the surrounding construction activity to confirm there is no adverse effect. Spot-check monitoring frequency would be determined on a nest-by-nest basis considering the particular construction activity, duration, proximity to the nest, and physical barriers which may screen activity from the nest. The qualified biologist may revise his/her determination at any time during the nesting season in coordination with the Planning Department. ii. If it is determined that construction may affect the active nest, the qualified biologist shall establish a no-disturbance buffer around the nest(s) and all project work shall halt	implement measures to protect nesting birds and their nests.	conducted during the non-breeding season (i.e., August 16 through January 14), OR preconstruction surveys shall be conducted for work scheduled during the breeding season (January 15 through August 15). The preconstruction survey shall be conducted within 14 days prior to the start of work or after any construction breaks of 14 days or more during the bird nesting season (January 15 through August 15)	modify nest buffer distances, Planning Department shall review and approve in coordination with California Department of Fish and Wildlife before the buffer distances are reduced.	completion of preconstruction nesting bird surveys or completion of vegetation removal and grading activities outside of the bird breeding season.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
within the buffer until a qualified biologist determines the nest is no longer in use. Typically, these buffer distances are 250 feet for passerines and 500 feet for raptors; however, the buffers may be adjusted if an obstruction, such as a building, is within line-of-sight between the nest and construction. iii. Modifying nest buffer distances, allowing certain construction activities within the buffer, and/or modifying construction methods in proximity to active nests shall be done at the discretion of the qualified biologist and in coordination with the Planning Department, who would notify CDFW. Necessary actions to remove or relocate an active nest(s) shall be coordinated with the Planning Department and approved by CDFW. iv. Any work that must occur within established no-disturbance buffers around active nests shall be monitored by a qualified biologist. If adverse effects in response to project work within the buffer are observed and could compromise the nest, work within the no-disturbance buffer(s) shall halt until the nest occupants have fledged. v. Any birds that begin nesting within the project area and survey buffers amid construction activities are assumed to be habituated to construction-related or similar noise and disturbance levels, so exclusion zones around nests may be reduced or eliminated in these cases as determined by the qualified biologist in coordination with the Planning Department, who would notify CDFW. Work may proceed around these active nests as long as the nests and their occupants are not directly impacted. d. In the event inactive nests are observed within or adjacent to the project site at any time throughout the year, any removal or relocation of the inactive nests shall be at the discretion of the qualified biologist in coordination with the Planning Department, who would notify and seek approval from the CDFW, as appropriate. Work may proceed around these inactive nests.				

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
* Typical experience requirements for a "qualified biologist" include a minimum of four years of academic training and professional experience in biological sciences and related resource management activities, and a minimum of two years of experience conducting surveys for each species that may be present within the project area.				
Geology and Soils Mitigation Measures				
Mitigation Measure M-GE-5: Inadvertent Discovery of Paleontological Resources. Before the start of any drilling or excavation activities, the project sponsor shall retain a qualified paleontologist, as defined by the Society of Vertebrate Paleontology, who is experienced in on-site construction worker training. The qualified paleontologist shall train all construction personnel who are involved with earthmoving activities, including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. If potential vertebrate fossils are discovered by construction crews, all earthwork or other types of ground disturbance within 50 feet of the find shall stop immediately and the monitor shall notify the Environmental Review Officer. The fossil should be protected by an "exclusion zone" (an area approximately five feet around the discovery that is marked with caution tape to prevent damage to the fossil). Work shall not resume until a qualified professional paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the qualified paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. The qualified paleontologist may also propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations shall be consistent with Society of Vertebrate Paleontology's 2010 Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources, and currently accepted scientific practice, and shall be subject to review and approval by the Environmental Review Officer. If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection [e.g.,	Project sponsor to retain appropriately qualified paleontologist to conduct training for construction personnel and to review procedures for Stop Work notices for inadvertent discoveries. Project sponsor and construction contractor(s) to report any fossils encountered.	Prior to and during any excavation, site preparation or soil disturbance for each construction phase. ERO to approve training materials and ensure notification procedures are up to date.	The project sponsor's paleontological consultant shall notify the ERO immediately if work should stop, as indicated, and consult with the qualified paleontologist to develop recommendations for monitoring, treatment, and salvage, as needed.	Considered complete upon completion of ground-disturbing activities, if no paleontological resources are encountered, or upon completion of recovery or report preparation as directed by the ERO.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions Schedule and Verification of Compliance**
the University of California Museum of Paleontology], and may also include preparation of a report for publication describing the finds. The Planning Department shall ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.				
IMPROVEMENT MEASURES FOR THE 3333 CALIFORNIA STREET MIXED USE PROJECT (*Improvement measures are not required under CEQA. The EIR identifies Improvement Measures to avoid or reduce the less-than-significant impacts of the proposed project or project variant. The decision-makers may adopt these Improvement Measures as conditions of approval.*)				
Transportation and Circulation Improvement Measures				
Improvement Measure I-TR-1: Project Construction Updates To minimize construction impacts on access for nearby residences, institutions, and businesses, the project sponsor should provide nearby residences and adjacent businesses with regularly updated information regarding construction, including construction activities, peak construction vehicle activities (e.g., concrete pours), travel or parking lane closures, and sidewalk closures via a newsletter and/or website.	Project sponsor and project construction contractor(s).	Implement measure throughout all phases of construction.	Project sponsor and project construction contractor(s) to provide documentation regarding compliance with Improvement Measure I-TR-1 to Planning Department.	Considered complete at the completion of project construction.
Improvement Measure I-TR-3: Driveway Queue Abatement It will be the responsibility of the owner/operator of the proposed parking garage to ensure that recurring vehicle queues do not occur on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis. If a recurring queue occurs, the owner/operator of the parking facility will employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses. Suggested abatement methods include but are not limited to the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; ingress/egress restrictions, such as limiting access to right-in/right-out; employment of parking attendants; installation of "LOT FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of parking occupancy sensors and signage directing	Project sponsor/ building management representative and Planning Department.	Ongoing during building occupancy.	Project sponsor/building management representative to ensure that recurring vehicle queues do not occur adjacent to the project site. Planning Department shall notify the project sponsor/ building management representative in writing if recurring queues are suspected. Project sponsor/building management representative to hire a qualified transportation consultant to evaluate the conditions at the site for no less than 7 days. If the Planning Department determines that a recurring queue does exist, the	Ongoing during building occupancy.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
drivers to available spaces; transportation demand management strategies such as customer/employee shuttles, delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking. If the Planning Director, or his or her designee, suspects that a recurring queue is present, the department will notify the property owner in writing. Upon request, the owner/operator will hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven days. The consultant will prepare a monitoring report to be submitted to the department for review. If the department determines that a recurring queue does exist, the facility owner/operator will have 90 days from the date of the written determination to abate the queue.			project sponsor/building management representative shall have 90 days from the date of the written determination to abate the queue.	
Improvement Measure I-TR-9a: Schedule and Coordinate Deliveries Per Planning Code section 169.5, the project will maintain a transportation demand management (TDM) coordinator.[3] The project's TDM coordinator will work with delivery providers and building tenants to schedule and coordinate loading activities to ensure that any freight loading/service vehicles can be accommodated either in the proposed on-street or on-site/off-street loading spaces. Loading and moving activities will be minimized during peak periods and spread across the day, thereby reducing activity during the peak hour for loading. The TDM coordinator will work with tenants to find opportunities to consolidate deliveries and reduce the need for peak period deliveries whenever possible. Deliveries will be scheduled to minimize loading activities during peak periods and reduce potential for conflicts with traffic, transit, bicyclists, and pedestrians on the surrounding street network. Freight loading/service vehicles will be monitored and actively discouraged from parking illegally or obstructing traffic, transit, bicycle, or pedestrian flow along the project frontages.	Project sponsor/ building management representative/ TDM coordinator.	Prior to issuance of certificates of occupancy for new buildings. Implementation of this measure is ongoing, after building occupancy.	The project sponsor shall provide documentation to the Planning Department regarding procedures to implement this improvement measure.	Ongoing during building occupancy.
Improvement Measure I-TR-9b: Monitor Loading Activity and Implement Loading Management Strategies as Needed After completion of the proposed project or project variant, the project sponsor will conduct a utilization study of commercial and passenger loading spaces. If	Project sponsor/ building management representative to	After one year of operation of the proposed project or project variant, conduct	The project sponsor shall provide documentation to the Planning Department regarding procedures	Considered complete upon review and

[3] The project sponsor of a development project subject to the requirements of planning code section 169 must designate a TDM coordinator. The TDM coordinator may be an employee for the development project (e.g., property manager) or the project sponsor may contract with a third-party provider(s) (e.g., transportation brokerage services as required for certain projects pursuant to planning code section 163). The TDM coordinator shall be delegated authority to coordinate and implement the TDM Plan.

FINAL MITIGATION MONITORING AND REPORTING PROGRAM FOR 3333 California Street Mixed-Use Project (Includes Text for Adopted Mitigation Measures and Improvement Measures)				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	**Responsibility for Implementation**	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions** **Schedule and Verification of Compliance**
the result of the study indicates that fewer than 15 percent of the loading spaces (e.g., 1 space) are available during the peak loading period, the project sponsor will implement loading management strategies and/or provide additional or expanded loading supply to meet the loading demand. Additional loading strategies could include (but are not limited to): • Expanding efforts to coordinate with parcel delivery companies to schedule deliveries during off-peak hours • Installing delivery supportive amenities such as lock boxes and unassisted delivery systems to allow delivery personnel access and enable off-peak hour deliveries • Coordinating delivery services across buildings to enable the delivery of several buildings' packages to a single location • Requiring deliveries to the retail and restaurant components of the proposed project or project variant to occur during early morning or late evening hours • Reserving on-street parking spaces for smaller delivery vehicles through the SFMTA Temporary Signage Program	conduct a loading utilization study with an approach reviewed and approved by Planning transportation staff.	loading utilization study.	to implement this improvement measure.	approval of the loading utilization study by the planning department. If Planning determines one or more loading strategies is/are recommended, considered complete upon implementation of loading management strategies.

EXHIBIT D:

LAND USE DATA

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Land Use Information

PROJECT ADDRESS: 3333 CALIFORNIA ST
RECORD NO.: 2015-014028CUA

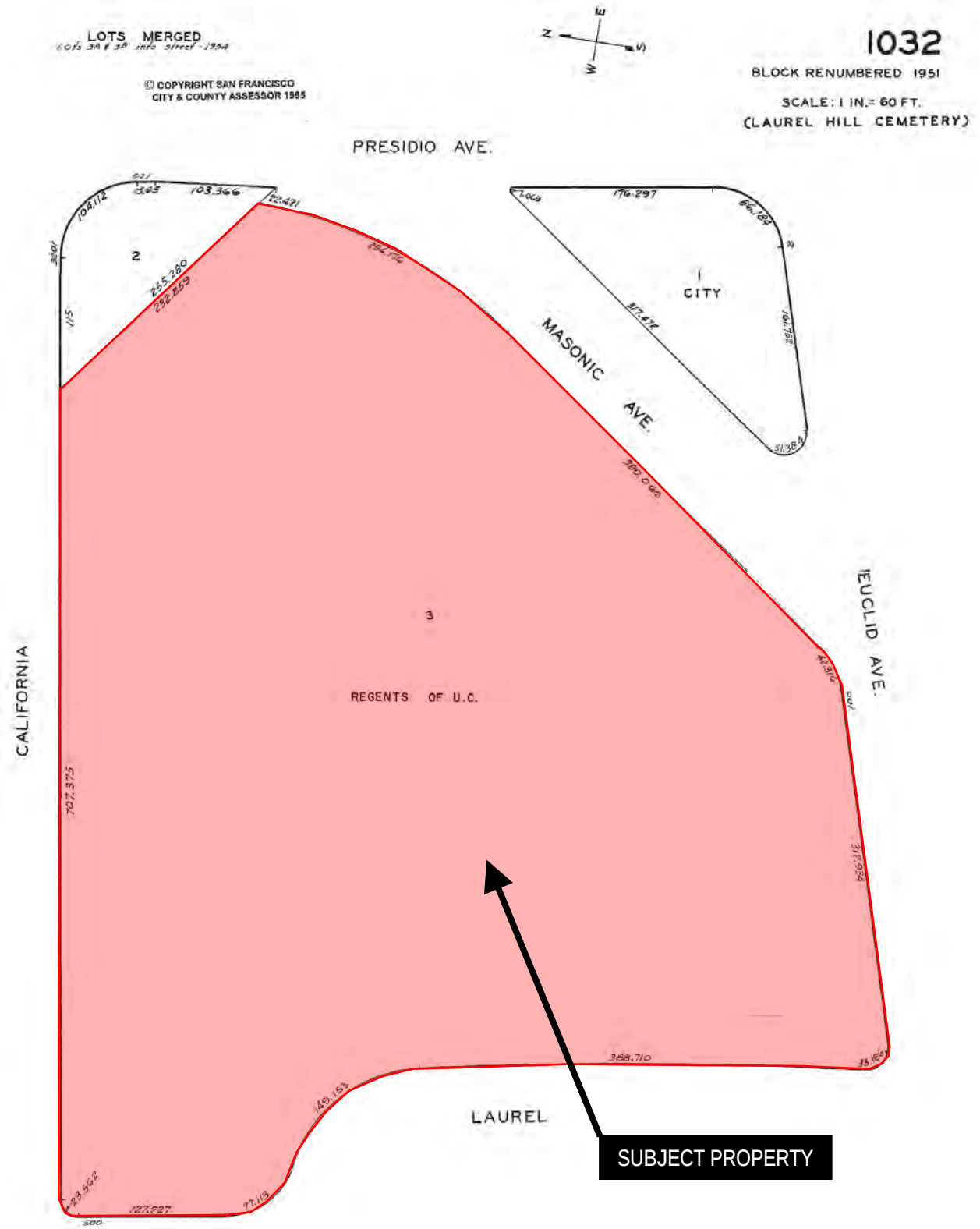
	EXISTING	PROPOSED	NET NEW
GROSS SQUARE FOOTAGE (GSF)			
Parking GSF	93,000	401,234	401,234
Residential GSF	0	977,437	977,437
Retail/Commercial GSF	0	34,496	34,496
Office GSF	364,500	0	0
Child Care GSF	11,500	14,665	14,665
Usable Open Space	103,800	97,640	97,640
Public Open Space	34,300	127,126	127,126
Other ( )	0	0	0
TOTAL GSF (excluding Open Space)	469,000	1,427,832	1,427,832
	EXISTING	NET NEW	**TOTALS**
PROJECT FEATURES (Units or Amounts)			
Dwelling Units - Affordable	0	186	186
Dwelling Units - Market Rate	0	558	558
Dwelling Units - Total	0	744	744
Hotel Rooms	0	0	0
Number of Buildings	2	13	15
Number of Stories	1-5	2-3	4-7
Parking Spaces	543	314	857
Loading Spaces	5	1	6
Bicycle Spaces	15	824	839
Car Share Spaces	5	5	10
Other ( )			

	EXISTING	PROPOSED	NET NEW
LAND USE - RESIDENTIAL			
Studio Units	0	27	27
One Bedroom Units	0	392	392
Two Bedroom Units	0	195	195
Three Bedroom (or +) Units	0	130	130
Group Housing - Rooms	0	0	0
Group Housing - Beds	0	0	0
SRO Units	0	0	0
Micro Units	0	0	0
Accessory Dwelling Units	0	0	0

EXHIBIT E:

MAPS AND CONTEXT PHOTOS

Parcel Map



Conditional Use Authorization
Case No. 2015-014028CUA
3333 California Street Mixed-Use Project

Zoning Map



Conditional Use Authorization
Case No. 2015-014028CUA
3333 California Street Mixed-Use Project

SAN FRANCISCO
PLANNING DEPARTMENT

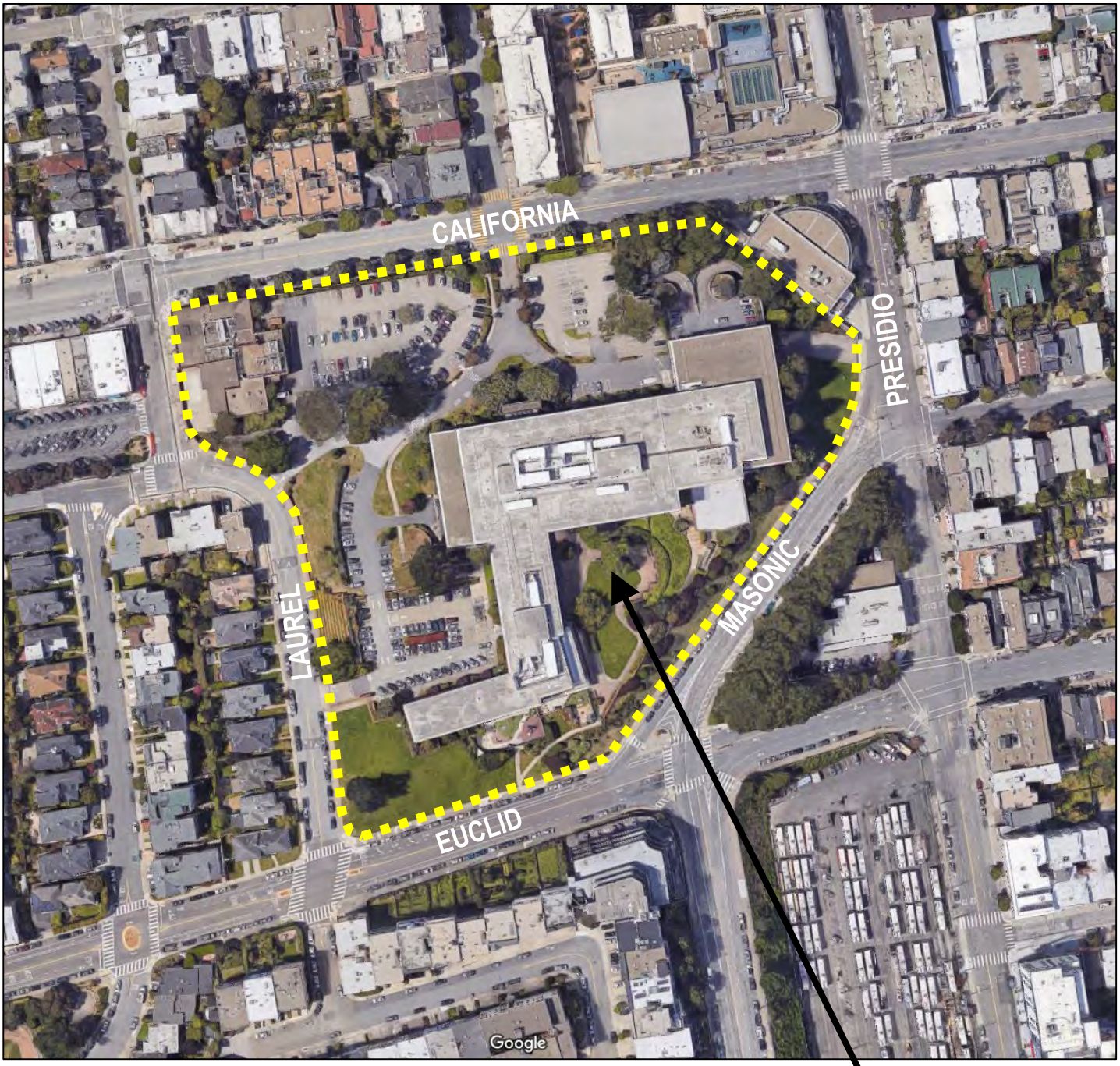
Height and Bulk Map



Conditional Use Authorization
Case No. 2015-014028CUA
3333 California Street Mixed-Use Project

SAN FRANCISCO
PLANNING DEPARTMENT

Aerial Photos



Aerial view of Project Site.

Aerial Photos



Aerial view of Project Site.

Aerial Photos



Aerial view of Project Site.

SUBJECT PROPERTY

Site Photos



View of Project Site (from corner of California/Laurel).



View of Project Site (from Laurel Street).

Site Photos



View of Project Site (from corner of Laurel/Euclid).



View of Project Site (from Euclid).

Site Photos



View of Project Site (from corner of Euclid/Masonic).



View of Project Site (from corner of California/Walnut).

Site Photos



View on Project Site (looking north towards Walnut Street).



View on Project Site (looking west towards Laurel Street).

PROJECT APPLICATIONS + DOCUMENTS

PRADO GROUP

August 19, 2019

Mr. Nick Foster
Senior Planner, City of San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

RE: 3333 California Street, San Francisco, CA - Case # 2015-014028CUA

Mr. Foster:

As you know, on July 30, 2019, Supervisor Stefani introduced an ordinance to create a special use district and an ordinance for the project's proposed development agreement both of which pertain to the project variant. Per your request, we are providing this letter to confirm that the project sponsor is requesting that only the project variant for the subject project be brought forward to the planning commission for approval.

As you know, the City requested a higher density alternative to our initial design in their PPA response to our project, dated July 14, 2016. The project sponsor responded by providing a 744-unit project variant, maximizing the residential density on the site per the Planning Code's Planned Unit Development (PUD) provisions. This variant provided an alternate plan which replaced the 49,999 GSF Walnut Office Building with a 186-unit Walnut Residential Building. The 186-unit building is proposed as a 100% senior affordable housing project. This establishes 25% of the total units in the project as affordable.

Details of the higher density plan were also requested in the December 21, 2016 NOPDR letter from environmental planning in response to our initial March 29, 2016 EEA submittal and citing the July 14, 2016 PPA City response. The project sponsor provided the variant design in our update to the EEA, dated March 6, 2017. The Notice of Preparation of an EIR and Notice of Public Scoping Meeting, published September 20, 2017, described the project variant and indicated that the project variant would be studied in the Planning Department's Initial Study and EIR. The Initial Study, published April 25, 2018, analyzed the project variant, as did the Draft EIR, published November 7, 2018. Throughout the entirety of the CEQA process for 3333 California Street, the Planning Department has thoroughly analyzed the project variant.

Thank you for your time on this project. If you have any further requests, please do not hesitate to reach out to Don Bragg (SVP, Development) directly at 415.395.0880 or dbragg@pradogroup.com.

Respectfully submitted,

Laurel Heights Partners LLC, a Delaware limited liability company
By: 3333 California LP, a Delaware limited partnership, its Manager
By: PSKS LH LLC, a Delaware limited liability company, its General Partner
By: Prado LH LLC, a California limited liability company, its Manager

By: _____
Name: Daniel J. Safier
Title: Manager

cc: Don Bragg (Prado Group), Gregg Miller (CPDB)

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

August 7, 2019

Laurel Heights Partners, LLC
c/o: PSKS
150 Post Street Suite 320
San Francisco, California 94108

CASE NO. **2015-014028PRJ**
ADDRESS: **3333 California Street**
BLOCK/ LOT: **1032/003**

Dear Laurel Heights Partners, LLC:

The Planning Department has reviewed a supplemental shadow analysis (prepared by 'Previson Design', dated November 3, 2017) that you submitted for the above-referenced project for compliance with Section 295 of the Planning Code, which restricts structures over 40 feet in height from casting new shadow on properties under the jurisdiction of the Recreation and Park Commission. A previous shadow fan prepared by the Planning Department indicated that new shadow could potentially be cast by the proposed project on **Laurel Hill Playground** and **Presidio Heights Playground**, all properties within the jurisdiction of the Recreation and Park Commission. It should be noted that the shadow fan did not account for the precise articulation of the envelope of the proposed project, nor did it account for shading from existing buildings.

After reviewing and analyzing the aforementioned supplemental analysis, the Planning Department concurs with the analysis in that no net new shadow will be cast upon **Laurel Hill Playground** and **Presidio Heights Playground** because shadows are already cast by the existing surrounding buildings during times the Project would shade the park. The Project would not result in any net new shading.

Therefore, the project has been determined to be in compliance with Planning Code Section 295 and will not require any additional shadow analysis as the project is currently proposed. However, please be aware that if changes are made to the project that would add additional massing or height to the project, additional shadow analysis may be necessary.

If you have any questions, please contact me at (415) 575-8722 or seema.adina@sfgov.org.

Sincerely,

Seema Adina
Current Planning

CC (via email):
Nicholas Foster, Planning Department
Julie Moore, Environmental Planning
Stacy Bradley, Recreation and Park Department

EXHIBIT F:

PUBLIC CORRESPONDENCE

From:	john nulty
To:	Melgar, Myrna (CPC); Koppel, Joel (CPC); Fung, Frank (CPC); richhillissf@gmail.com; Johnson, Milicent (CPC); Moore, Kathrin (CPC); Richards, Dennis (CPC)
Cc:	Ionin, Jonas (CPC); Foster, Nicholas (CPC)
Subject:	333 California
Date:	Wednesday, August 14, 2019 5:31:32 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Commissioner,

3333 California Street

RE: Case # 2015-014028

The former Fireman's Fund Insurance Company property on 10.2 acres has been bought by a private for-profit developer. The developer seeks variances and changes to current open space the neighborhood enjoys. Also the project sponsor want to take 10-15 years to built 15 buildings and add retail to an existing. West of location Laurel Village, east City Center and other retail in the immediate area.

We oppose this project impacts to the neighborhood including 4 stories of underground parking, variances, conditional use authorization being sought that change this neighborhood.

Sincerely,

Tenant Association Coalition of San Francisco

EXHIBIT G:

PROJECT SPONSOR BRIEF

(FORTHCOMING)

EXHIBIT H:

INCLUSIONARY AFFORDABLE HOUSING AFFIDAVIT

AFFIDAVIT

COMPLIANCE WITH THE INCLUSIONARY AFFORDABLE HOUSING PROGRAM

PLANNING CODE SECTION 415, 417 & 419

SAN FRANCISCO PLANNING DEPARTMENT
1650 MISSION STREET, SUITE 400
SAN FRANCISCO, CA 94103-2479
MAIN: (415) 558-6378 SFPLANNING.ORG

August 21, 2019
Date

I, Daniel J. Safier,
do hereby declare as follows:

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

3333 California Street
Address

1032/003
Block / Lot

The subject property is located within the following Zoning District:

RM-1
Zoning District

40-X
Height and Bulk District

Special Use District, if applicable

Is the subject property located in the SOMA NCT, North of Market Residential SUD, or Mission Area Plan?
☐ Yes ☒ No

B The proposed project at the above address is subject to the *Inclusionary Affordable Housing Program*, Planning Code Section 415 and 419 et seq.

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

2015-014028CUA
Planning Case Number

N/A
Building Permit Number

This project requires the following approval:

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

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

Nicholas Foster
Planner Name

A complete Environmental Evaluation Application or Project Application was accepted on:

March 29, 2016
Date

The project contains 744 total dwelling units and/or group housing rooms.

This project is exempt from the *Inclusionary Affordable Housing Program* because:
☐ This project is 100% affordable.
☐ This project is 100% student housing.

Is this project in an UMU Zoning District within the Eastern Neighborhoods Plan Area?
☐ Yes _____ ☒ No
(If yes, please indicate Affordable Housing Tier)

Is this project a HOME-SF Project?
☐ Yes _____ ☒ No
(If yes, please indicate HOME-SF Tier)

Is this project an Analyzed or Individually Requested State Density Bonus Project?
☐ Yes ☒ No

C Please indicate the tenure of the project.

☐ **Ownership.** If affordable housing units are provided on-site or off-site, all affordable units will be sold as ownership units and will remain as ownership units for the life of the project. The applicable fee rate is the ownership fee rate.

☒ **Rental.** If affordable housing units are provided on-site or off-site, all affordable units will be rental units and will remain rental untis for the life of the project. The applicable fee fate is the rental fee rate.

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

☐ Payment of the Affordable Housing Fee prior to the first construction document issuance (Planning Code Section 415.5)

☒ On-site Affordable Housing Alternative (Planning Code Sections 415.6)

☐ Off-site Affordable Housing Alternative (Planning Code Sections 415.7)

☐ Combination of payment of the Affordable Housing Fee and the construction of on-site or off-site units
(Planning Code Section 415.5 - required for Individually Requested State Density Bonus Projects)

☐ Eastern Neighborhoods Alternate Affordable Housing Fee (Planning Code Section 417)

☐ Land Dedication (Planning Code Section 419)

The applicable inclusionary rate is:

25%, per Development Agreement Exhibit D

On-site, off-site or fee rate as a percentage

If the method of compliance is the payment of the Affordable Housing Fee pursuant to Planning Code Section 415.5, please indicate the total residential gross floor area in the project.

Residential Gross Floor Area

E The Project Sponsor acknowledges that any change which results in the reduction of the number of on-site affordable units following the project approval shall require public notice for a hearing and approval by the Planning Commission.

F The Project Sponsor acknowledges that failure to sell or rent the affordable units or to eliminate the on-site or off-site affordable units at any time will require the Project Sponsor to:

(1) Inform the Planning Department and the Mayor's Office of Housing and Community Development and, if applicable, fill out a new affidavit;

(2) Record a new Notice of Special Restrictions; and

(3) Pay the Affordable Housing Fee plus applicable interest (using the fee schedule in place at the time that the units are converted from ownership to rental units) and any applicable penalties by law.

G The Project Sponsor acknowledges that in the event that one or more rental units in the principal project become ownership units, the Project Sponsor shall notifiy the Planning Department of the conversion, and shall either reimburse the City the proportional amount of the Inclusionary Affordable Housing Fee equivalent to the then-current requirement for ownership units, or provide additional on-site or off-site affordable units equivalent to the then-current requirements for ownership units.

I For projects with over 25 units and with EEA's accepted between January 1, 2013 and January 12 2016, in the event that the Project Sponsor does not procure a building or site permit for construction of the principal project before December 7, 2018, rental projects will be subject to the on-site rate in effect for the Zoning District in 2017, generally 18% or 20%.

J For projects with EEA's/PRJ's accepted on or after January 12 2016, in the event that the Project Sponsor does not procure a building or site permit for construction of the principal project within 30 months of the Project's approval, the Project shall comply with the Inclusionary Affordable Housing Requirements applicable thereafter at the time the Sponsor is issued a site or building permit.

K If a Project Sponsor elects to completely or partially satisfy their Inclusionary Housing requirement by paying the Affordable Housing Fee, the Sponsor must pay the fee in full sum to the Development Fee Collection Unit at the Department of Building Inspection for use by the Mayor's Office of Housing prior to the issuance of the first construction document.

UNIT MIX TABLES

Number of All Units in PRINCIPAL PROJECT:					
TOTAL UNITS: 744	SRO / Group Housing: 0	Studios: JR: 27	One-Bedroom Units: 392	Two-Bedroom Units: 195	Three (or more) Bedroom Units: 130

If you selected the On-site, Off-Site, or Combination Alternative, please fill out the applicable section below. The On-Site Affordable Housing Alternative is required for HOME-SF Projects pursuant to Planning Code Section 206.4. State Density Bonus Projects that have submitted an Environmental Evaluation Application prior to January 12, 2016 must select the On-Site Affordable Housing Alternative. State Density Bonus Projects that have submitted an Environmental Evaluation Application on or after to January 12, 2016 must select the Combination Affordable Housing Alternative to record the required fee on the density bonus pursuant to Planning Code Section 415.3. If the Project includes the demolition, conversion, or removal of any qualifying affordable units, please complete the Affordable Unit Replacement Section.

☒ **On-site Affordable Housing Alternative** (Planning Code Section 415.6, 419.3, or 206.4): 25 % of the unit total.

Number of Affordable Units to be Located ON-SITE:					
TOTAL UNITS: 186	SRO / Group Housing: 0	Studios: 0	One-Bedroom Units: 185	Two-Bedroom Units: 1 (Mgr Unit)	Three (or more) Bedroom Units: 0

LOW-INCOME	Number of Affordable Units	% of Total Units	AMI Level
MODERATE-INCOME	Number of Affordable Units: 186	% of Total Units: 25	AMI Level: Max 80%, average 59%
MIDDLE-INCOME	Number of Affordable Units	% of Total Units	AMI Level

Development Agreement Exhibit D (Affordable Housing Program) contains additional details about these units and the overall affordable housing program.

☐ **Off-site Affordable Housing Alternative** (Planning Code Section 415.7 or 419.3): ____ % of the unit total.

Number of Affordable Units to be Located OFF-SITE:					
TOTAL UNITS:	SRO / Group Housing:	Studios:	One-Bedroom Units:	Two-Bedroom Units:	Three (or more) Bedroom Units:

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

AMI LEVELS:	Number of Affordable Units	% of Total Units	AMI Level
	Number of Affordable Units	% of Total Units	AMI Level
	Number of Affordable Units	% of Total Units	AMI Level

UNIT MIX TABLES: CONTINUED

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

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

1. On-Site ☐ % of affordable housing requirement.

If the project is a State Density Bonus Project, please enter "100%" for the on-site requirement field and complete the Density Bonus section below.

Number of Affordable Units to be Located ON-SITE:					
TOTAL UNITS:	SRO / Group Housing:	Studios:	One-Bedroom Units:	Two-Bedroom Units:	Three (or more) Bedroom Units:

2. Off-Site ☐ % of affordable housing requirement.

Number of Affordable Units to be Located OFF-SITE:					
TOTAL UNITS:	SRO / Group Housing:	Studios:	One-Bedroom Units:	Two-Bedroom Units:	Three (or more) Bedroom Units:
Area of Dwellings in Principal Project (in sq. feet):		Off-Site Project Address:			
Area of Dwellings in Off-Site Project (in sq. feet):					
Off-Site Block/Lot(s):		Motion No. for Off-Site Project (if applicable):		Number of Market-Rate Units in the Off-site Project:	

Income Levels for On-Site or Off-Site Units in Combination Projects:			
AMI LEVELS:	Number of Affordable Units	% of Total Units	AMI Level
AMI LEVELS:	Number of Affordable Units	% of Total Units	AMI Level
AMI LEVELS:	Number of Affordable Units	% of Total Units	AMI Level

3. Fee ☐ % of affordable housing requirement.

Is this Project a State Density Bonus Project? ☐ Yes ☒ No

If yes, please indicate the bonus percentage, up to 35% _____, and the number of bonus units and the bonus amount of residentail gross floor area (if applicable) _____

I acknowledge that Planning Code Section 415.4 requires that the Inclusionary Fee be charged on the bonus units or the bonus residential floor area.

Affordable Unit Replacement: Existing Number of Affordable Units to be Demolished, Converted, or Removed for the Project					
TOTAL UNITS:	SRO / Group Housing:	Studios:	One-Bedroom Units:	Two-Bedroom Units:	Three (or more) Bedroom Units:

This project will replace the affordable units to be demolished, converted, or removed using the following method:

☐ On-site Affordable Housing Alternative

☐ Payment of the Affordable Housing Fee prior to the first construction document issuance

☐ Off-site Affordable Housing Alternative (Section 415.7)

☐ Combination of payment of the Affordable Housing Fee and the construction of on-site or off-site units (Section 415.5)

Contact Information and Declaration of Sponsor of PRINCIPAL PROJECT

Laurel Heights Partners LLC

Company Name

Daniel J. Safier

Name (Print) of Contact Person

150 Post Street, Suite 320

Address

San Francisco, CA 94108

City, State, Zip

415-395-0880

Phone / Fax

dsafier@pradogroup.com

Email

I am a duly authorized agent or owner of the subject property. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I hereby declare that the information herein is accurate to the best of my knowledge and that I intend to satisfy the requirements of Planning Code Section 415 as indicated above.

Sign Here

Signature:

Name (Print), Title:

Daniel J. Safier, Manager

Executed on this day in:

Location:

San Francisco, California

Date:

August 21, 2019

Contact Information and Declaration of Sponsor of OFF-SITE PROJECT (*If Different*)

Company Name

Name (Print) of Contact Person

Address

City, State, Zip

Phone / Fax

Email

I hereby declare that the information herein is accurate to the best of my knowledge and that I intend to satisfy the requirements of Planning Code Section 415 as indicated above.

Sign Here

Signature:

Name (Print),

EXHIBIT I:

ANTI-DISCRIMINATORY HOUSING AFFIDAVIT

SUPPLEMENTAL INFORMATION FOR

Anti-Discriminatory Housing Policy

1. Owner/Applicant Information

PROPERTY OWNER'S NAME:
Laurel Heights Partners, LLC

PROPERTY OWNER'S ADDRESS:
c/o PSKS, 150 Post Street, Suite 320, San Francisc

TELEPHONE:
(415) 395.0880

EMAIL:
dbragg@pradogroup.com

APPLICANT'S NAME:
Same as Above ☑

APPLICANT'S ADDRESS:

TELEPHONE:
( )

EMAIL:

CONTACT FOR PROJECT INFORMATION:
Applicant
Same as Above ☑

ADDRESS:

TELEPHONE:
( )

EMAIL:

COMMUNITY LIAISON FOR PROJECT (PLEASE REPORT CHANGES TO THE ZONING ADMINISTRATOR):
Applicant
Same as Above ☑

ADDRESS:

TELEPHONE:
( )

EMAIL:

2. Location and Project Description

STREET ADDRESS OF PROJECT:
3333 California Street

ZIP CODE:
94118

CROSS STREETS:
California Street, Laurel Street, Presidio Avenue, Euclid Avenue, Masonic Avenue

ASSESSORS BLOCK/LOT:
1032 / 003

ZONING DISTRICT:
RM-1

HEIGHT/BULK DISTRICT:
40-X

PROJECT TYPE: (Please check all that apply)
- ☑ New Construction
- ☑ Demolition
- ☐ Alteration
- ☐ Other:

EXISTING DWELLING UNITS:
0

PROPOSED DWELLING UNITS:
744

NET INCREASE:
744

Compliance with the Anti-Discriminatory Housing Policy

1. **Does the applicant or sponsor, including the applicant or sponsor's parent company, subsidiary, or any other business or entity with an ownership share of at least 30% of the applicant's company, engage in the business of developing real estate, owning properties, or leasing or selling individual dwelling units in States or jurisdictions outside of California?** ☐ YES ☒ NO

   1a. If yes, in which States? _____

   _____

   1b. If yes, does the applicant or sponsor, as defined above, have policies in individual States that prohibit discrimination based on sexual orientation and gender identity in the sale, lease, or financing of any dwelling units enforced on every property in the State or States where the applicant or sponsor has an ownership or financial interest? ☐ YES ☐ NO

   1c. If yes, does the applicant or sponsor, as defined above, have a national policy that prohibits discrimination based on sexual orientation and gender identity in the sale, lease, or financing of any dwelling units enforced on every property in the United States where the applicant or sponsor has an ownership or financial interest in property? ☐ YES ☐ NO

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

Human Rights Commission contact information
hrc.info@sfgov.org or (415)252-2500

Applicant's Affidavit

Under penalty of perjury the following declarations are made:
a: The undersigned is the owner or authorized agent of the owner of this property.
b: The information presented is true and correct to the best of my knowledge.
c: Other information or applications may be required.

Signature: _____ Date: August 21, 2019

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

Daniel J. Safier, Manager

Owner / Authorized Agent (circle one)

PLANNING DEPARTMENT USE ONLY

PLANNING DEPARTMENT VERIFICATION:

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

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

Notification of Incomplete Information made:

To: _____ Date: _____

BUILDING PERMIT NUMBER(S):	DATE FILED:
RECORD NUMBER:	**DATE FILED:**

VERIFIED BY PLANNER:

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

ROUTED TO HRC:	DATE:
☐ Emailed to: _____	

EXHIBIT J: FIRST SOURCE HIRING AFFIDAVIT

SAN FRANCISCO
PLANNING
DEPARTMENT

AFFIDAVIT FOR FIRST SOURCE HIRING PROGRAM
Administrative Code Chapter 83

1650 Mission Street, Suite 400 • San Francisco CA 94103-2479 • 415.558.6378 • http://www.sfplanning.org

Section 1: Project Information

PROJECT ADDRESS	BLOCK/LOT(S)
3333 California Street	1032/003

BUILDING PERMIT APPLICATION NO.	CASE NO. (IF APPLICABLE)	MOTION NO. (IF APPLICABLE)
N/A	2015-014028CUA	

PROJECT SPONSOR	MAIN CONTACT	PHONE
Laurel Heights Partners LLC	Don Bragg	415-395-0880

ADDRESS	
c/o PSKS, 150 Post Street, Suite 320	
CITY, STATE, ZIP	EMAIL
San Francisco, CA 94108	dbragg@pradogroup.com

ESTIMATED RESIDENTIAL UNITS	ESTIMATED SQ FT COMMERCIAL SPACE	ESTIMATED HEIGHT/FLOORS	ESTIMATED CONSTRUCTION COST
744	49,161	4-7 stories	

ANTICIPATED START DATE
2020

Section 2: First Source Hiring Program Verification

CHECK ALL BOXES APPLICABLE TO THIS PROJECT

- ☐ Project is wholly Residential
- ☐ Project is wholly Commercial
- ☒ Project is Mixed Use

- ☒ A: The project consists of ten (10) or more residential units;
- ☒ B: The project consists of 25,000 square feet or more gross commercial floor area.
- ☐ C: Neither 1A nor 1B apply.

NOTES:

- If you checked **C**, this project is NOT subject to the First Source Hiring Program. Sign Section 4: Declaration of Sponsor of Project and submit to the Planning Department.
- If you checked **A or B**, your project IS subject to the First Source Hiring Program. Please complete the reverse of this document, sign, and submit to the Planning Department prior to any Planning Commission hearing. If principally permitted, Planning Department approval of the Site Permit is required for all projects subject to Administrative Code Chapter 83.
- For questions, please contact OEWD's CityBuild program at CityBuild@sfgov.org or (415) 701-4848. For more information about the First Source Hiring Program visit *www.workforcedevelopmentsf.org*
- If the project is subject to the First Source Hiring Program, you are required to execute a Memorandum of Understanding (MOU) with OEWD's CityBuild program prior to receiving construction permits from Department of Building Inspection.

Continued...

Section 3: First Source Hiring Program – Workforce Projection

Per Section 83.11 of Administrative Code Chapter 83, it is the developer's responsibility to complete the following information to the best of their knowledge.

Provide the estimated number of employees from each construction trade to be used on the project, indicating how many are entry and/or apprentice level as well as the anticipated wage for these positions.

Check the anticipated trade(s) and provide accompanying information (Select all that apply):

TRADE/CRAFT	ANTICIPATED JOURNEYMAN WAGE	# APPRENTICE POSITIONS	# TOTAL POSITIONS
Abatement Laborer			TBD
Boilermaker			TBD
Bricklayer			TBD
Carpenter			TBD
Cement Mason			TBD
Drywaller/ Latherer			TBD
Electrician			TBD
Elevator Constructor			TBD
Floor Coverer			TBD
Glazier			TBD
Heat & Frost Insulator			TBD
Ironworker			TBD
		TOTAL:	TBD

TRADE/CRAFT	ANTICIPATED JOURNEYMAN WAGE	# APPRENTICE POSITIONS	# TOTAL POSITIONS
Laborer			TBD
Operating Engineer			TBD
Painter			TBD
Pile Driver			TBD
Plasterer			TBD
Plumber and Pipefitter			TBD
Roofer/Water proofer			TBD
Sheet Metal Worker			TBD
Sprinkler Fitter			TBD
Taper			TBD
Tile Layer/ Finisher			TBD
Other:			TBD
		TOTAL:	TBD

	YES	NO
1. Will the anticipated employee compensation by trade be consistent with area Prevailing Wage?	☒	☐
2. Will the awarded contractor(s) participate in an apprenticeship program approved by the State of California's Department of Industrial Relations?	☐	☐
3. Will hiring and retention goals for apprentices be established?	☐	☐
4. What is the estimated number of local residents to be hired?		

All persons performing labor in construction of the Streetscape Improvements and the Publicly Accessible Private Improvements to be paid prevailing wages, pursuant to Section 4.6 of the Development Agreement.

Regarding questions 2 and 3, contractor(s) will be required to provide an estimate of apprentice level positions for each Workforce Building and coordinate with CityBuild regarding all available apprentice level positions per Development Agreement Exhibit I (Workforce Agreement), in a manner not inconsistent with any relevant Collective Bargaining Agreement(s).

Regarding question 4, LBE participation goal to be established per terms of Development Agreement Exhibit I.

Section 4: Declaration of Sponsor of Principal Project

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	EMAIL	PHONE NUMBER
Daniel J. Safier, Manager	dsafier@pvalogroup.com	415.395.0880

I HEREBY DECLARE THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I COORDINATED WITH OEWD'S CITYBUILD PROGRAM TO SATISFY THE REQUIREMENTS OF ADMINISTRATIVE CODE CHAPTER 83.

(SIGNATURE OF AUTHORIZED REPRESENTATIVE) August 21, 2019 (DATE)

FOR PLANNING DEPARTMENT STAFF ONLY: PLEASE EMAIL AN ELECTRONIC COPY OF THE COMPLETED AFFIDAVIT FOR FIRST SOURCE HIRING PROGRAM TO OEWD'S CITYBUILD PROGRAM AT CITYBUILD@SFGOV.ORG

Cc: Office of Economic and Workforce Development, CityBuild
Address: 1 South Van Ness 5th Floor San Francisco, CA 94103 **Phone:** 415-701-4848
Website: *www.workforcedevelopmentsf.org* **Email:** *CityBuild@sfgov.org*

EXHIBIT K:

DEVELOPMENT AGREEMENT (DA), DA APPLICATION, DIRECTOR'S REPORT ON DA

August 9, 2019

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, California 94103-2479
Attn: John Rahaim, Director

Re: Laurel Heights Partners LLC Application for Development Agreement, Administrative Code § 56.4

3333 California Street, Block/Lot: 1032-003, CASE NUMBER #: 2015-014028CUA

Dear Director Rahaim:

Pursuant to San Francisco Administrative Code Section 56.4, Laurel Heights Partners LLC ("LHP") submits this letter application for a Development Agreement ("DA") with respect to the mixed-use project at 3333 California Street (the "Project").

LHP has had extensive discussions with City departments and the community about the DA's proposed public benefits. Those discussions led to the following proposed community benefits, which meet or exceed those required by existing ordinances and regulations governing the approval of the Project.

In exchange for the following substantial public benefits, the DA will provide LHP with two primary benefits, a 15-year vesting period and the ability to phase the project:

- Increased Number of Units; Increased Affordable Housing – 25%.

  Recognizing the City's pressing need for housing – affordable and market rate: (1) increase the total number of residential units for the Project from the 558 residential units initially proposed to 744 residential units; (2) in the Walnut Building, construct 185 studio and one-bedroom affordable residential units for seniors (plus one manager's unit), constituting 25% of the Project's units (an 86% increase in the required number of affordable units); (3) LHP has agreed to partner with a non-profit housing partner to develop, own and operate the affordable housing project; and (4) LHP has agreed to secure and provide the required funding for predevelopment costs and gap financing to complete the senior affordable housing units. The senior affordable housing units will be deed-restricted to be affordable to qualified senior households with an average income not more than 59% of MOHCD AMI.

- Open Space.

  The Project will provide approximately 236,000 square feet of landscaped or open space, which includes approximately 127,126 square feet of privately owned, public open space, more than 73,000 square feet of which will be in excess of the open space requirements under Section 135 the Planning Code. As part of the open space, the Project will provide a new network of publicly accessible ground-level pathways through the Project's site,

thereby weaving the site into the neighborhood's fabric. All of the open space will be built, operated, and maintained at no cost to the City.

- Streetscape Improvements.

  The Project will strengthen pedestrian safety by constructing extended corner bulb-outs at three locations, Presidio Ave/Masonic Ave/Pine Street, Euclid Ave/Masonic Ave and Mayfair Drive/Laurel Street. These extended bulb-outs will include new street trees, bike parking, stairs and landings, and landscaped planters, all of which will be built, operated and maintained at no cost to the City.

- On-site Childcare.

  The Project will include an approximately 14,665 square foot on-site Childcare that will have the capacity to enroll approximately 175 children, and will be available to the general public.

- AWSS.

  The Project will contribute over $1 million dollars to expand the reach of the Auxiliary Water Supply System or "AWSS" (a high-pressure water system that provides additional water pressure and volume to the SF Fire Department for firefighting) to California Street.

- Transportation Demand Management Plan (75%).

  The Project is required to comply with 50% of the TDM Plan target points but has agreed to increase that goal to 75% of the TDM Plan target points. The Project includes additional TDM measures, including an increased number of bicycle parking spaces, bicycle maintenance services and a fleet of bicycles available to the residents. The Project has also included additional supportive amenities for deliveries, temporary storage for laundry, groceries and packages.

- Workforce.

  The Project will comply with various workforce requirements, including first source hiring and Local Business Enterprise requirements.

Respectfully submitted,

Laurel Heights Partners LLC, a Delaware limited liability company
150 Post Street, Suite 320
San Francisco, CA 94108

By: The Prado Group, Inc., a California corporation

By: _____
Name: Don Bragg
Title: Senior Vice President & Director of Development

cc: Nick Foster, San Francisco Planning Department
Leigh Lutenski, Mayor's Office of Economic & Workforce Development

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

DATE:	**August 12, 2019**
TO:	**Members of the San Francisco Board of Supervisors** **Members of the San Francisco Planning Commission**
FROM:	**John Rahaim, Planning Director**
DATE:	**3333 California Street Development Agreement** **Summary of the draft agreement and negotiations**

Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which any request for a Development Agreement (DA) will be processed and approved by the City and County of San Francisco. Administrative Code Section 56.10(a) states that the Planning Director shall prepare a report on DA negotiations between the applicant and the City, and that report must be disclosed to the Planning Commission and the Board of Supervisors no later than 20 days prior to the first hearing on the DA. The report must also be made available for public review.

The report must include, for each negotiation session between the applicant and the City: (1) attendance list; (2) summary of the topics discussed; and (3) a notation as to any terms and conditions of the DA agreed upon between the applicant and the City.

Below is the Planning Director's report on the negotiation sessions for the DA between Laurel Heights Partners LLC (Developer) and the city, written in accordance with San Francisco Administrative Code Section 56.10(a).

If you have any questions or concerns, please contact Planning Department staff, Nicholas Foster at (415) 575-9167 or nicholas.foster@sfgov.org.

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

DATE:	**August 12, 2019**
TO:	**Members of the San Francisco Board of Supervisors** **Members of the San Francisco Planning Commission**
FROM:	**John Rahaim, Planning Director**
DATE:	**3333 California Street Development Agreement** **Summary of the draft agreement and negotiations**

Director's Report Regarding 3333 California Development Agreement Negotiations

1. Introduction.

Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which any request for a Development Agreement (DA) will be processed and approved by the City and County of San Francisco. This report is being written in accordance with San Francisco Administrative Code Section 56.10(a).

Laurel Heights Partners LLC is the owner of a site bounded by California Street to the north, Presidio Avenue to the east, Masonic Avenue to southeast, Euclid Avenue to the south, and Laurel Street/Mayfair Drive to the west, on Assessor's Block 1032 and Lot 003 (District 2). The project proposes to adaptively reuse the existing office building, which would be divided into two separate buildings and converted to residential use. Overall, the project includes approximately 1,427,832 gross square feet of new and rehabilitated space, comprising approximately 977,437 gross square feet of residential floor area with approximately 744 dwelling units. 25% of the proposed project's units will be deed-restricted, on-site affordable units designated for low-income senior households. These affordable units will be located in the proposed Walnut Building on California Street and consist of 185 studios and 1-bedrooms for seniors plus one (1) on-site manager's unit. The project includes approximately 34,496 gross square feet of retail floor area and an approximately 14,665 gross-square-foot child care center use that will become an approximately 175-seat child care facility. The proposed project would provide approximately 857 off-street parking spaces (including approximately 10 car share spaces), approximately 762 Class One bicycle spaces, and 77 Class Two bicycle spaces. These proposed uses would be located in 13 new buildings (known as Plaza A, Plaza B, Walnut, Mayfair, Laurel Townhomes, Euclid and Masonic) and in the adaptively reused office building (known as Center A and Center B). The project would include 2.92 acres of publicly accessible landscaped open space with multi-purpose plazas, lawns, pathways and streetscape improvements, which will provide the public with new open space amenities and improve pedestrian connectivity and safety through the neighborhood.

Laurel Heights Partners LLC filed an application with the City's Department of Planning for approval of a Development Agreement for the Project Site under Administrative Code Chapter 56. Laurel Heights Partners LLC also filed applications with the Planning Department for (1) Zoning Map Amendment under Planning Code Section 302; (2) Planning Code Text Amendment to create the 3333 California Street Special Use District, Planning Code Section 249.86; (3) Conditional Use Authorization, including Planned Unit

Development under Planning Code Sections 303 and 304; (4) Transportation Demand Management Application, pursuant to Planning Code Section 169; and a (5) General Plan Referral for improvements within public rights-of-way, pursuant to San Francisco Charter Section 4.105 and Sections 2A.52 and 2A.53 of the San Francisco Administrative Code.

2. Development Agreement Negotiations.

The City's Planning Department and Mayor's Office of Economic and Workforce Development ("OEWD") have negotiated a Development Agreement for the Project. The parties began negotiations in 2017. Copies of the drafts of the Development Agreement that were exchanged between the parties can be found in the file of the City Department of Planning at 1650 Mission Street. These exchanged drafts reflect the items under negotiation throughout the process. Without limiting the foregoing, we note that the negotiations between the parties included the following meetings:

1) August 18, 2017. Meeting to discuss general outline of the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Kanishka Karunaratne (Board of Supervisors), Dan Safier (Laurel Heights Partners, LLC), Dan Kingsley (Laurel), Don Bragg (Laurel), Cindy Park (Laurel), Pam Duffy (Coblentz Patch Duffy & Bass, LLC), and Gregg Miller (Coblentz). No agreements reached.

2) March 9, 2018. Meeting to discuss general terms of the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Dan Safier (Laurel), Dan Kingsley (Laurel), Don Bragg (Laurel), Cindy Park (Laurel), Will Hu (Laurel), and Jeremy Bachrach (Laurel). No agreements reached.

3) April 26, 2018. Meeting to discuss general terms of the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), Jing Ng (Laurel), Lisa Congdon (Laurel), and Gregg Miller (Coblentz). No agreements reached.

4) June 8, 2018. Meeting to discuss general terms of the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Carol Wong (City Attorney's Office), Dan Safier (Laurel), Dan Kingsley (Laurel), Don Bragg (Laurel), Jing Ng (Laurel), Cindy Park (Laurel), and Gregg Miller (Coblentz). No agreements reached.

5) July 27, 2018. Meeting to discuss general terms of the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Carol Wong (City Attorney's Office), Dan Safier (Laurel), Dan Kingsley (Laurel), Don Bragg (Laurel), Jing Ng (Laurel), Cindy Park (Laurel), and Gregg Miller (Coblentz). No agreements reached.

6) August 7, 2018. Meeting to discuss outline and exhibits of the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Carol Wong (CAO), Audrey Pearson (CAO), Don Bragg (Laurel), and Gregg Miller (Coblentz). No agreements reached.

7) August 10, 2018. Meeting to discuss general terms of the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Carol Wong (City Attorney's Office), Dan Safier (Laurel), Dan Kingsley (Laurel), Don Bragg (Laurel), Jing Ng (Laurel), Cindy Park (Laurel), and Gregg Miller (Coblentz). No agreements reached.

8) September 14, 2018. Meeting to discuss general terms of the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Carol Wong (City Attorney's Office), Dan Safier (Laurel), Dan Kingsley (Laurel), Don Bragg (Laurel), Jing Ng (Laurel), Cindy Park (Laurel), and Gregg Miller (Coblentz). No agreements reached.

9) November 16, 2018. Meeting to discuss general terms of the Development Agreement, including the Affordable Housing Plan. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Carol Wong (City Attorney's Office), Dan Safier (Laurel), Dan Kingsley (Laurel), Don Bragg (Laurel), Jing Ng (Laurel), Cindy Park (Laurel), and Gregg Miller (Coblentz). No agreements reached.

10) December 4, 2018. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), Jing Ng (Laurel), and Gregg Miller (Coblentz). No agreements reached.

11) December 10, 2018. Meeting to discuss terms of the Transportation Demand Management Plan for the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Carli Paine (SFMTA), Don Bragg (Laurel), Jing Ng (Laurel), Lisa Congdon (Laurel), and Cindy Park (Laurel). No agreements reached.

12) December 18, 2018. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), Jing Ng (Laurel), and Gregg Miller (Coblentz). No agreements reached.

13) January 9, 2019. Meeting to discuss terms of the AWSS Community Benefit Fee for the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Carol Wong (CAO), Olivia Scanlon (SFFD), Anthony Rivera (SFFD), Brandy Batelaan (SFPUC), Thomas Birmingham (SFPUC), Don Bragg (Laurel), Jing Ng (Laurel), Lisa Congdon (Laurel), Eric Girod (BKF Consultants), Don Fields (ARS Code Consultants), and Gregg Miller (Coblentz). No agreements reached.

14) January 11, 2019. Meeting to discuss general terms of the Development Agreement, including Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Carol Wong (City Attorney's Office), Dan Safier (Laurel), Dan Kingsley (Laurel), Don

Bragg (Laurel), Jing Ng (Laurel), Cindy Park (Laurel), and Gregg Miller (Coblentz). No agreements reached.

15) January 15, 2019. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), Jing Ng (Laurel), and Gregg Miller (Coblentz). No agreements reached.

16) February 12, 2019. Meeting to discuss Development Agreement exhibits, including the Open Space Plan. Attendees included, Leigh Lutenski (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), Jing Ng (Laurel), and Gregg Miller (Coblentz). No agreements reached.

17) February 26, 2019. Meeting to discuss terms of the Workforce Agreement for the Development Agreement. Attendees included, Leigh Lutenski (OEWD), Carol Wong (CAO), Ian Fernando (CMD), Don Bragg (Laurel), Jing Ng (Laurel), and Gregg Miller (Coblentz). No agreements reached.

18) February 26, 2019. Meeting to discuss Development Agreement exhibits, including the Open Space Plan. Attendees included, Leigh Lutenski (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), Jing Ng (Laurel), and Gregg Miller (Coblentz). No agreements reached.

19) March 8, 2019. Meeting to discuss general terms of the Development Agreement, including the Affordable Housing Plan. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Carol Wong (City Attorney's Office), Dan Safier (Laurel), Don Bragg (Laurel), Jing Ng (Laurel), Cindy Park (Laurel), and Gregg Miller (Coblentz). No agreements reached.

20) March 26, 2019. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), Jing Ng (Laurel), and Gregg Miller (Coblentz). No agreements reached.

21) April 9, 2019. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), Jing Ng (Laurel), and Gregg Miller (Coblentz). No agreements reached.

22) April 19, 2019. Meeting to discuss general terms of the Development Agreement, including the Affordable Housing Plan. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Carol Wong (City Attorney's Office), Dan Safier (Laurel), Don Bragg (Laurel), Jing Ng (Laurel), Cindy Park (Laurel), and Gregg Miller (Coblentz). No agreements reached.

23) April 23, 2019. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), and Gregg Miller (Coblentz). No agreements reached.

24) May 7, 2019. Meeting to discuss Development Agreement exhibits, including the Affordable Housing Plan. Attendees included, Leigh Lutenski (OEWD), Iowayna Pena (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), and Gregg Miller (Coblentz). No agreements reached.

25) May 21, 2019. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Iowayna Pena (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), and Gregg Miller (Coblentz). No agreements reached.

26) June 4, 2019. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Iowayna Pena (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), and Gregg Miller (Coblentz). No agreements reached.

27) June 11, 2019. Meeting to discuss Development Agreement exhibits, including the Workforce Agreement. Attendees included, Leigh Lutenski (OEWD), Iowayna Pena (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), and Gregg Miller (Coblentz). No agreements reached.

28) June 14, 2019. Meeting to discuss general terms of the Development Agreement, including the Affordable Housing Plan. Attendees included, Leigh Lutenski (OEWD), Ken Rich (OEWD), Iowayna Pena (OEWD), Carol Wong (City Attorney's Office), Dan Safier (Laurel), Don Bragg (Laurel), Cindy Park (Laurel), and Gregg Miller (Coblentz). Tentative agreement reached.

29) June 25, 2019. Meeting to discuss Development Agreement exhibits and schedule of public benefits. Attendees included, Leigh Lutenski (OEWD), Iowayna Pena (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), and Gregg Miller (Coblentz). No agreements reached.

30) July 9, 2019. Meeting to discuss Development Agreement exhibits and schedule of public benefits. Attendees included, Leigh Lutenski (OEWD), Iowayna Pena (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), and Gregg Miller (Coblentz). No agreements reached.

31) July 16, 2019. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Iowayna Pena (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), and Gregg Miller (Coblentz). No agreements reached.

32) July 23, 2019. Meeting to discuss Development Agreement exhibits. Attendees included, Leigh Lutenski (OEWD), Iowayna Pena (OEWD), Carol Wong (City Attorney's Office), Don Bragg (Laurel), and Gregg Miller (Coblentz). Tentative agreement reached.

3. Conclusion.

We believe that both parties negotiated in good faith and the end result is a project that, if constructed, will benefit the City.

This summary is prepared for information purposes only, and is not intended to change, supplant, or be used in the interpretation of, any provision of the Development Agreement. For any specific question or

interpretation, or for any additional detail, reference should be made to the Development Agreement itself. I and my staff, as well as the Mayor's Office of Economic and Workforce Development and the City Attorney's Office, are available to answer any questions that you may have regarding the Development Agreement or the negotiation process.

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

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

(Exempt from Recording Fees Pursuant to
Government Code Section 27383)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND LAUREL HEIGHTS PARTNERS, LLC

FOR PROPERTY LOCATED AT 3333 CALIFORNIA STREET

Block 1032 Lot 003

TABLE OF CONTENTS

Page

1. DEFINITIONS....4

2. EFFECTIVE DATE; TERM....13
   2.1 Effective Date....13
   2.2 Term....13

3. GENERAL RIGHTS AND OBLIGATIONS....13
   3.1 Development of the Project....13
   3.2 Workforce....14

4. PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE....14
   4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations....14
   4.2 Conditions to Performance of Community Benefits....15
   4.3 No Additional CEQA Review Required; Reliance on FEIR for Future Discretionary Approvals....15
   4.4 Nondiscrimination....16
   4.5 City Cost Recovery....17
   4.6 Prevailing Wages....18
   4.7 Indemnification of City....18

5. VESTING AND CITY OBLIGATIONS....19
   5.1 Vested Rights....19
   5.2 Existing Standards....20
   5.3 Criteria for Later Approvals....20
   5.4 Strict Building Code Compliance....21
   5.5 Denial of a Later Approval....22
   5.6 New City Laws....22
   5.7 Fees and Exactions....24
   5.8 Changes in Federal or State Laws....25
   5.9 No Action to Impede Approvals....27
   5.10 Estoppel Certificates....27
   5.11 Existing, Continuing Uses and Interim Uses....28
   5.12 Taxes....28

6. NO DEVELOPMENT OBLIGATION....28

7. MUTUAL OBLIGATIONS....29
   7.1 Notice of Completion, Revocation or Termination....29
   7.2 General Cooperation; Agreement to Cooperate....29
   7.3 Third-Party Challenge....30
   7.4 Good Faith and Fair Dealing....30
   7.5 Other Necessary Acts....30

8. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE 31
8.1 Annual Review 31
8.2 Review Procedure 31

9. ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES 32
9.1 Enforcement 32
9.2 Meet and Confer Process 32
9.3 Default 33
9.4 Remedies 33
9.5 Time Limits; Waiver; Remedies Cumulative 35
9.6 Attorneys' Fees 35

10. FINANCING; RIGHTS OF MORTGAGEES 36
10.1 Developer's Right to Mortgage 36
10.2 Mortgagee Not Obligated to Construct 36
10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee 37
10.4 Mortgagee's Option to Cure Defaults 37
10.5 Mortgagee's Obligations with Respect to the Property 38
10.6 No Impairment of Mortgage 38
10.7 Cured Defaults 38

11. AMENDMENT; TERMINATION; EXTENSION OF TERM 39
11.1 Amendment or Termination 39
11.2 Early Termination Rights 39
11.3 Termination and Vesting 39
11.4 Amendment Exemptions 40
11.5 Extension Due to Legal Action or Referendum; Excusable Delay 40

12. TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE 42
12.1 Permitted Transfer of this Agreement 42
12.2 Notice of Transfer 42
12.3 Release of Liability 43
12.4 Responsibility for Performance 43
12.5 Constructive Notice 43
12.6 Rights of Developer 44

13. DEVELOPER REPRESENTATIONS AND WARRANTIES 44
13.1 Interest of Developer; Due Organization and Standing 44
13.2 No Inability to Perform; Valid Execution 44
13.3 Conflict of Interest 45
13.4 Notification of Limitations on Contributions 45
13.5 Other Documents 46
13.6 No Bankruptcy 46

14. MISCELLANEOUS PROVISIONS 46
14.1 Entire Agreement 46
14.2 Incorporation of Exhibits 46

14.3 Binding Covenants; Run With the Land 46
14.4 Applicable Law and Venue 47
14.5 Construction of Agreement 47
14.6 Project Is a Private Undertaking; No Joint Venture or Partnership 47
14.7 Recordation 48
14.8 Obligations Not Dischargeable in Bankruptcy 48
14.9 Survival 48
14.10 Signature in Counterparts 48
14.11 Notices 48
14.12 Limitations on Actions 49
14.13 Severability 49
14.14 MacBride Principles 49
14.15 Tropical Hardwood and Virgin Redwood 49
14.16 Sunshine 50
14.17 Non-Liability of City Officials and Others 50
14.18 Non-Liability of Developer Officers and Others 50
14.19 No Third Party Beneficiaries 50

EXHIBITS AND SCHEDULES

Exhibits

A Project Site Legal Description
B Project Description
B-1 Site Plan
C Project Open Space
C-1 Open Space Plan
C-2 Regulations Regarding Access and Maintenance of Publicly Accessible Private Improvements
C-3 Public Access Declaration
D Affordable Housing Program
D-1 Depiction of Walnut Land
D-2 Baseball Arbitration Appraisal Process
D-3 Form of Grant Deed
D-4 Accepted Conditions of Title
D-5 Form of Deed of Trust
E List of Approvals
F MMRP
G Notice of Completion and Termination
H Form of Assignment and Assumption Agreement
I Workforce Agreement
J Transportation Exhibit
K Schedule Template for Later Approvals
L Child Care Program
M SUD Ordinance and Conditional Use/Planned Unit Development Exceptions

Schedules

1 Community Benefits Linkages and Impact Fees Schedule
2 AWSS Community Benefit Fee

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND LAUREL HEIGHTS PARTNERS, LLC

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this ____ day of _____, 2019, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department, and LAUREL HEIGHTS PARTNERS, LLC, a Delaware limited liability company ("**Developer**"), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City and Developer 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. Developer is the owner of an irregularly-shaped parcel comprised of approximately 10.25 acres (approximately 446,468 square feet), generally bounded by California Street, Laurel Street, Euclid Avenue, Masonic Avenue, and Presidio Avenue, and further described on Exhibit A (the "**Project Site**"). The Project Site is improved with (i) a four-story, approximately 455,000 gross square foot office building with a three-level, partially below-grade garage that has 212 parking spaces and approximately 12,500 gross square feet of storage space, (ii) a one-story, approximately 14,000 gross square foot annex building with building facilities and plant operations, office space for physical plant engineers, and unused laboratory space, (iii) 2 circular garage ramp structures, (iv) 3 surface parking lots that collectively have 331 parking spaces, and (v) approximately 165,200 square feet of landscaping or landscaped open space.

B. The Developer proposes a mixed use development that will include on-site affordable units and that will include residential, retail, open space, parking, child care and related uses (the "**Project**"). Specifically, the Project includes (i) up to approximately 744 residential units consisting of a mix of market rate and on-site BMR Units, including 185 on-site senior affordable housing units (plus one (1) manager's unit), (ii) approximately 34,496 square feet for retail/restaurant/commercial use, (iii) 10 below-grade parking garages with approximately 857

parking spaces, (iv) an approximately 14,665 square foot space for child care use, and (v) approximately 236,000 square feet of landscaped or open space, which includes approximately 125,226 square feet of privately owned, public open space, more than 71,000 square feet of which is in excess of the open space requirements under the Code, all as more particularly described on Exhibit B.

C. The Project is anticipated to generate an annual average of approximately 675 construction jobs during construction and, upon completion, approximately 200 net new permanent on-site jobs, an approximate $10 million annual increase in property taxes, and approximately $15 million in development impact fees (including transportation, housing linkages, and school fees).

D. In order 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. Pursuant to 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 pursuant to the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56.

E. In addition to the significant housing, jobs, and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement and the Special Use District and the Planned Unit Development approvals attached at Exhibit M, additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the Project include: (i) an increase in affordable housing that exceeds amounts otherwise required and will equal approximately twenty-five percent (25%) of the total number of housing units for the Project, serving senior households with incomes below 80% of MOHCD AMI with an overall average of not more than 59% of MOCHD AMI; (ii) construction and maintenance of the Publicly Accessible Private Improvements (as defined in Section 1) for a total of approximately 125,226 square feet of public useable open area; (iii) transportation demand management measures that exceed the level otherwise required; (iv) the Child Care Program (as

defined in Section 1); (v) workforce obligations; and (vi) the Streetscape Improvements (as defined in Section 1).

F. 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.*); "**CEQA Guidelines**"), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinances and all other applicable 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 Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

G. The Final Environmental Impact Report ("**FEIR**") prepared for the Project and certified by the Planning Commission on _____, 2019, together with the CEQA findings (the "**CEQA Findings**") and the Mitigation Measures adopted concurrently therewith and set forth in the MMRP, comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. On _____, 20__, the Board of Supervisors, in Motion No. [_____], affirmed the decisions of the Planning Commission to certify the FEIR. The information in the FEIR and the CEQA Findings were considered by the City in connection with approval of this Agreement.

H. On _____, 20__, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission adopted the CEQA findings and determined among other things that the FEIR thoroughly analyzes 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, and the policies set forth in Section 101.1 of the Planning Code (together the "**General Plan Consistency Findings**"). The information in the FEIR and the CEQA Findings has been considered by the City in connection with this Agreement.

I. On _____, the Board of Supervisors, having received the Planning Commission's recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA, incorporating by reference the General Plan Consistency Findings.

J. On _____, the Board adopted Ordinance No. [_____], amending the Planning Code, the Zoning Map, and the Height Map, Ordinance No. [_____], approving this Agreement (File No. [_____]), and authorizing the Planning Director to execute this Agreement on behalf of the City, and Ordinance No. _____, approving a street encroachment permit and associated encroachment permit and maintenance agreement for the Project (collectively, the "**Enacting Ordinances**"). The Enacting Ordinances took effect on _____.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

1.1 "**Administrative Code**" means the San Francisco Administrative Code.

1.2 "**Agreement**" means this Development Agreement, the Exhibits and Schedules that have been expressly incorporated herein, and any amendments thereto.

1.3 "**AMI**" means the unadjusted median income levels derived from the U.S. Department of Housing and Urban Development on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

1.4 "**Annual Review Date**" has the meaning set forth in Section 8.1.

1.5 "**Applicable Laws**" has the meaning set forth in Section 5.2 (where not capitalized, "applicable Law" has its plain meaning and refers to Laws as otherwise defined herein).

1.6 "**Approvals**" means the City approvals, entitlements, and permits listed on Exhibit E, including any Later Approvals at the time and to the extent they are included pursuant to Section 5.1.

1.7 "**Assignment and Assumption Agreement**" has the meaning set forth in Section 12.2.

1.8 "**Associated Community Benefit**" is defined in Section 4.1.

1.9 "**AWSS Community Benefit Fee**" is defined in Schedule 2.

1.10 "**BMR Units**" has the meaning set forth in the Housing Program.

1.11 "**Board of Supervisors**" or "**Board**" means the Board of Supervisors of the City and County of San Francisco.

1.12 "**Building**" or "**Buildings**" means each of the existing, modified and new buildings on the Project Site, as described in the Project description attached as Exhibit B.

1.13 "**California Plaza**" is described in Section 1.a of Exhibit C.

1.14 "**CEQA**" has the meaning set forth in Recital F.

1.15 "**CEQA Findings**" has the meaning set forth in Recital G.

1.16 "**CEQA Guidelines**" has the meaning set forth in Recital F.

1.17 "**Chapter 56**" has the meaning set forth in Recital D.

1.18 "**Child Care Program**" means the child care facility program attached as Exhibit L.

1.19 "**City**" means the City as defined in the opening paragraph of this Agreement. Unless the context or text specifically provides otherwise, references to the City means the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors.

1.20 "**City Agency**" or "**City Agencies**" means the City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project or any improvement located on or off the Project Site, including, without limitation, the City Administrator, Planning Department, MOHCD, OEWD, SFMTA, PW, DBI, together with any successor City agency, department, board, or commission. Nothing in this Agreement shall affect the jurisdiction under the City's Charter of a City department that has not approved or consented to this Agreement in connection with the issuance of a Later Approval. 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 applicable Law, the Board of Supervisors).

1.21 "**City Attorney's Office**" means the Office of the City Attorney of the City and County of San Francisco.

1.22 "**City Costs**" means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement, in performing its obligations or defending its actions under this Agreement or otherwise contemplated by this Agreement, as determined on a time and materials basis, including reasonable attorneys' fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees; provided, however, City Costs shall not include any costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 9.6 when Developer is the prevailing party.

1.23 "**City Parties**" has the meaning set forth in Section 4.7.

1.24 "**City Report**" has the meaning set forth in Section 8.2.2.

1.25 "**City-Wide**" means all real property within the territorial limits of the City and County of San Francisco, not including any property owned or controlled by the United States or by the State of California and therefore not subject to City regulation.

1.26 "**CMA**" is defined in Section 12.1.

1.27 "**Commence Construction**", "**Commenced Construction**" or "**Commencement of Construction**" means groundbreaking in connection with the commencement of physical construction of the applicable Building foundation, but specifically excluding the demolition or partial demolition of existing structures.

1.28 "**Community Benefits**" has the meaning set forth in Section 4.1.

1.29 "**Community Benefits Linkages and Impact Fees Schedule**" means the schedule attached to this Agreement as Schedule 1.

1.30 "**Community Benefits Program**" has the meaning set forth in Section 4.1.1.

1.31 "**Costa Hawkins Act**" has the meaning set forth in Exhibit D.

1.32 "**Cypress Square**" is described in Section 1.b of Exhibit C.

1.33 "**Cypress Stairs**" are described in Section 1.b of Exhibit C.

1.34 "**Default**" has the meaning set forth in Section 9.3.

1.35 "**DBI**" means the Department of Building Inspection of the City and County of San Francisco.

1.36 "**Developer**" has the meaning set forth in the opening paragraph of this Agreement, and shall also include (i) any Transferee as to the applicable Transferred Property, and (ii) any Mortgagee or assignee thereof that acquires title to any Foreclosed Property but only as to such Foreclosed Property.

1.37 "**Development Agreement Statute**" has the meaning set forth in Recital D, as in effect as of the Effective Date.

1.38 "**Development Parcel**" means a parcel within the Project Site on which a Building or other improvements will be constructed, as set forth in a Subdivision Map.

1.39 "**Effective Date**" has the meaning set forth in Section 2.1.

1.40 "**Enacting Ordinances**" has the meaning set forth in Recital J.

1.41 "**Euclid Green**" is described in Section 1.h of Exhibit C.

1.42 "**Excusable Delay**" has the meaning set forth in Section 11.5.2.

1.43 "**Existing Mortgage**" means the deed of trust recorded in the Official Records of San Francisco County on March 30, 2018 as Instrument Nos. 2018-K595916-00 and 2018-K595918-00, including all modification thereto.

1.44 "**Existing Standards**" has the meaning set forth in Section 5.2.

1.45 "**Existing Uses**" means all existing lawful uses of the existing Buildings and improvements (and including, without limitation, pre-existing, non-conforming uses under the Planning Code) on the Project Site as of the Effective Date, as the same may be modified by the Approvals and any Later Approvals.

1.46 "**Federal or State Law Exception**" has the meaning set forth in Section 5.8.1.

1.47 "**FEIR**" has the meaning set forth in Recital G.

1.48 "**Finally Granted**" means (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of any of the Approvals, this Agreement or the FEIR shall have expired and no such appeal shall have been filed, or if such an administrative or judicial appeal is filed, the Approvals, this Agreement or the FEIR, as applicable, shall have been upheld by a final decision in each such appeal without adverse effect on the applicable Approval, this Agreement or the FEIR and the entry of a final judgment, order or ruling upholding the applicable Approval, this Agreement or the FEIR and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed, certified as

valid and the City holds an election, the date the election results on the ballot measure are certified by the Board of Supervisors in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

1.49 "**First Construction Document**" shall be as defined in San Francisco Building Code Section 107A.13.1(a)(8).

1.50 "**Foreclosed Property**" is defined in Section 10.5.

1.51 "**General Plan Consistency Findings**" has the meaning set forth in Recital H.

1.52 "**Gross Floor Area**" has the meaning set forth in the Planning Code as of the applicable date of determination of such area.

1.53 "**Housing Program**" means the Affordable Housing Program attached as Exhibit D.

1.54 "**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions, and dedications charged by the City, whether as of the date of this Agreement or at any time thereafter during the Term, in connection with the development of Projects, including but not limited to transportation and transit fees, child care requirements or in-lieu fees, dedications, housing (including affordable housing) requirements or fees, dedication or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes or special assessments or school district fees, SFPUC Capacity Charges, and any fees, taxes, assessments, and impositions imposed by any Non-City Agency, all of which shall be due and payable by Developer as and when due in accordance with applicable Laws.

1.55 "**Later Approval**" means any other land use approvals, entitlements, or permits from the City or any City Agency, other than the Approvals, that are consistent with the Approvals and necessary or advisable for the implementation of the Project, including without limitation, demolition permits, grading permits, site permits, building permits, lot line adjustments, sewer and water connection permits, major and minor encroachment permits, street and sidewalk modifications, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, Subdivision Maps, improvement plans, lot mergers, and lot line adjustments. A Later Approval shall also include any amendment to the foregoing land use approvals,

entitlements, or permits, or any amendment to the Approvals that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement.

1.56 "**Law(s)**" means the Constitution and laws of the United States, the Constitution and laws of the State of California, the laws of the City and County of San Francisco, and any codes, statutes, rules, regulations, or executive mandates thereunder, and any State or Federal court decision (including any order, injunction or writ) thereunder. The term "**Laws**" shall refer to any or all Laws as the context may require.

1.57 "**Law Adverse to City**" is defined in Section 5.8.4.

1.58 "**Law Adverse to Developer**" is defined in Section 5.8.4.

1.59 "**Life of the Project**" shall mean, for each Building that is constructed on the Project Site under this Agreement, the life of that Building.

1.60 "**Litigation Extension**" has the meaning set forth in Section 11.5.1.

1.61 "**Losses**" has the meaning set forth in Section 4.7.

1.62 "**Material Change**" means any modification that (a) would materially alter the rights, benefits or obligations of the City or Developer under this Agreement, (b) is not consistent with the Project SUD or a planned unit development authorization made under the Project SUD, (c) extends the Term, (d) changes the uses of the Project Site from those described in this Agreement, (e) decreases the Community Benefits, (f) increases the maximum height, density, bulk or size of the Project (except to the extent permitted under the Project SUD or a planned unit development authorization for the Project), (g) increases parking ratios, or (h) reduces the Impact Fees and Exactions.

1.63 "**Mayfair Walk**" is described in Section 1.c of Exhibit C.

1.64 "**Mitigation Measures**" means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Later Approval.

1.65 "**MMRP**" means that certain mitigation monitoring and reporting program attached as Exhibit F.

1.66 "**MOHCD**" means the Mayor's Office of Housing and Community Development.

1.67 "**MOHCD AMI**" is defined in Exhibit D (Affordable Housing Program).

1.68 "**Mortgage**" means a mortgage, deed of trust or other lien on all or part of the Project Site to secure an obligation made by the applicable property owner, including the Existing Mortgage.

1.69 "**Mortgagee**" means (i) any mortgagee or beneficiary under a Mortgage, and (ii) a person or entity that obtains title to all or part of the Project Site as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action.

1.70 "**Municipal Code**" means the San Francisco Municipal Code. All references to any part of the Municipal Code in this Agreement shall mean that part of the Municipal Code in effect on the Effective Date, as the Municipal Code may be modified by changes and updates that are adopted from time to time in accordance with Section 5.4 or by permitted New City Laws as set forth in Section 5.6.

1.71 "**New City Laws**" has the meaning set forth in Section 5.6.

1.72 "**Non-City Agency**" means Federal, State, and local governmental agencies that are independent of the City and not parties to this Agreement.

1.73 "**Non-City Approval**" means any permits, agreements, or entitlements from Non-City Agencies as may be necessary for the development of the Project.

1.74 "**OEWD**" means the San Francisco Office of Economic and Workforce Development.

1.75 "**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.

1.76 "**Party**" and "**Parties**" has the meaning set forth in the opening paragraph of this Agreement and shall also include any party that becomes a party to this Agreement, such as a Transferee (each during its period of ownership of all or part of the Project Site).

1.77 "**Pine Street Steps**" are described in Section 1.e of Exhibit C.

1.78 "**Planning Code**" means the San Francisco Planning Code.

1.79 "**Planning Commission**" means the Planning Commission of the City and County of San Francisco.

1.80 "**Planning Department**" means the Planning Department of the City and County of San Francisco.

1.81 "**Planning Director**" means the Director of Planning of the City and County of San Francisco.

1.82 "**Presidio Overlook**" is described in Section 1.d of Exhibit C.

1.83 "**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 the City practice on a City-Wide basis.

1.84 "**Project**" means the project as described in Recital B, Exhibit B, and the Approvals, including, without limitation, the Project variant and Project alternatives described in the Project SUD, together with Developer's rights and obligations under this Agreement.

1.85 "**Project Site**" has the meaning set forth in Recital A, and as more particularly described in Exhibit A.

1.86 "**Project SUD**" means Planning Code Section 249.[___] as adopted by the Board in Ordinance No. [_____].

1.87 "**Public Health and Safety Exception**" has the meaning set forth in Section 5.8.1.

1.88 "**Publicly Accessible Private Improvements**" means the privately-owned and publicly-accessible California Plaza, Cypress Square, Cypress Stairs, Mayfair Walk, Presidio Overlook, Pine Street Steps, Walnut Walk North, Walnut Walk South, Walnut Drive and Walnut Court, and Euclid Green, all as further described and depicted in Exhibit C, Exhibit C-1, and Schedule 1 and which exceeds the Required Open Space for the Project.

1.89 "**PW**" means San Francisco Public Works.

1.90 "**Required Open Space**" has the meaning given such term in Section 102 of the Planning Code.

1.91 "**SFMTA**" means the San Francisco Municipal Transportation Agency.

1.92 "**SFPUC**" means the San Francisco Public Utilities Commission.

1.93 "**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.

1.94 "**Streetscape Improvements**" means the following improvements, all as further described and depicted in Exhibit C, Exhibit C-1, and Schedule 1: (i) reconfiguring portions of the curb lines at Presidio Avenue and Masonic Avenue; (ii) reconfiguring the triangular-shaped pedestrian island and the right-most travel lane for southbound traffic on Presidio Avenue merging onto Masonic and incorporating it into the Pine Street Steps, (iii) reconfiguring the triangular-

shaped pedestrian island and the right-most travel lane for southbound traffic on Masonic Avenue merging onto Euclid Avenue and incorporating it into Walnut Walk South (iv) constructing corner bulb-outs on the west side of the Masonic Avenue/Presidio Avenue/Pine Street intersection, the northeast corner of Laurel Street/Mayfair Drive, the southwest corner of the California Street/Laurel Street intersection, the southeast and southwest corners of the California Street/Walnut Street intersection, and the northeast corner of the Laurel Street/Euclid Avenue intersection; (v) installing a continental crosswalk crossing Presidio Avenue to Pine Street and an eastside crosswalk at the three-way intersection at Laurel Street crossing Mayfair Drive; and (vi) widening sidewalks on portions of Presidio Avenue, Masonic Avenue, Euclid Avenue, and Laurel Street.

1.95 "**Subdivision Code**" means the San Francisco Subdivision Code.

1.96 "**Subdivision Map**" means any map that Developer submits for the Project Site with respect to the Project under the Subdivision Map Act and the Subdivision Code, which may include, but not be limited to, tentative or vesting tentative subdivision maps, final or vesting final subdivision maps and any tentative or final parcel map, or transfer map, including phased final maps to the extent authorized under an approved tentative subdivision map, but excluding the Tentative Map.

1.97 "**Subdivision Map Act**" means the California Subdivision Map Act, California Government Code Section 66410 *et seq.*

1.98 "**Tentative Map**" means the tentative map for the Project Site approved by PW on _____, 2019.

1.99 "**Term**" has the meaning set forth in Section 2.2.

1.100 "**Third-Party Challenge**" means any administrative, legal or equitable action or proceeding instituted by any party other than the City or Developer challenging the validity or performance of any provision of this Agreement, the Project, the Approvals or Later Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals under Laws relating to the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination thereof relating to the Project or any portion thereof.

1.101 "**Transfer**," "**Transferee**" **and** "**Transferred Property**" have the meanings set forth in Section 12.1, and in all events excludes (1) a transfer of ownership or

membership interests in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), and (3) the placement of a Mortgage on the Project Site.

1.102 "**Transportation Demand Management**" benefits are described in Exhibit J.

1.103 "**Vested Elements**" has the meaning set forth in Section 5.1.

1.104 "**Walnut Walk North**" is described in Section 1.f of Exhibit C.

1.105 "**Walnut Walk South**" is described in Section 1.f of Exhibit C.

1.106 "**Workforce Agreement**" means the Workforce Agreement attached as Exhibit I.

2. EFFECTIVE DATE; TERM

2.1 Effective Date. This Agreement shall take effect upon the later of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinances are effective and operative ("**Effective Date**").

2.2 Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for fifteen (15) years thereafter unless extended or earlier terminated as provided herein ("**Term**"); provided, however, that (i) the Term shall be extended for each day of a Litigation Extension and (ii) Developer shall have the right to terminate this Agreement with respect to a Development Parcel upon completion of the Building within that Development Parcel and the Associated Community Benefits for that Building, as set forth in Section 7.1. The term of any conditional use permit or planned unit development shall be for the longer of the Term (as it relates to the applicable parcel) or the term otherwise allowed under the conditional use or planned unit development approval, as applicable. The term of the Tentative Map and any Subdivision Map shall be for the longer of the Term (as it relates to the applicable parcel) or the term otherwise allowed under the Subdivision Map Act.

3. GENERAL RIGHTS AND OBLIGATIONS

3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, and the City shall consider and process all Later Approvals for development of the Project in accordance with and subject to the provisions of this Agreement. The Parties acknowledge that Developer (i) has obtained all Approvals from the City required to Commence Construction of the Project, other

than any required Later Approvals, and (ii) may proceed in accordance with this Agreement with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to the attainment of any required Later Approvals and any Non-City Approvals.

3.2 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors and subconsultants, as applicable, to undertake workforce development activities in accordance with the Workforce Agreement attached as Exhibit I.

4. PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE

4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through existing Laws, including, but not limited to, those set forth in this Article 4 (the "**Community Benefits**"). The City acknowledges and agrees that a number of the Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Community Benefits, and the City would not be willing to enter into this Agreement without the Community Benefits. Payment or delivery of each of the Community Benefits is tied to a specific Building or the number of constructed residential units as described in the Community Benefits Linkages and Impact Fees Schedule attached as Schedule 1 to this Agreement or as described elsewhere in this Agreement (each, an "**Associated Community Benefit**"). Upon Developer's Commencement of Construction of a Building, the Associated Community Benefits tied to that Building shall survive the expiration or termination of this Agreement to the date of completion of the Associated Community Benefit. Time is of the essence with respect to the completion of the Associated Community Benefits.

4.1.1 Community Benefits. Developer shall provide the following Community Benefits (collectively, the "**Community Benefits Program**") at the times specified in the Community Benefits Linkages and Impact Fees Schedule:

(a) the Publicly Accessible Private Improvements, as further described in Exhibit C, Exhibit C-1, Exhibit C-2 and Schedule 1;

(b) the Streetscape Improvements, as further described in, Exhibit C, Exhibit C-1 and Schedule 1;

(c) the Housing Program benefits, as further described in Exhibit D and Schedule 1;

(d) the AWSS Community Benefit Fee as further described in Schedule 2;

(e) the Workforce Agreement benefits, as further described in Exhibit I;

(f) the Transportation Demand Management benefits, as further described in Exhibit J; and

(g) the Child Care Program benefits, as further described in Exhibit L.

4.2 Conditions to Performance of Community Benefits. Developer's obligation to perform each Associated Community Benefit tied to a specific Building is expressly conditioned upon each and all of the following conditions precedent:

(a) All Approvals for the applicable Building to which the Associated Community Benefit is tied shall have been Finally Granted;

(b) Developer shall have obtained all Later Approvals necessary to Commence Construction of the applicable Building to which the Associated Community Benefit is tied, and the same shall have been Finally Granted, except to the extent that such Later Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Later Approvals. Whenever this Agreement requires completion of an Associated Community Benefit at or before the completion of or receipt of first certificate of occupancy for a Building, the City may withhold a certificate of occupancy for that Building until the required Associated Community Benefit is completed except as otherwise expressly set forth in Exhibit C, Exhibit D, Exhibit L, Schedule 1 or elsewhere in this Agreement or any Approvals; and

(c) Developer shall have Commenced Construction of the Building to which the Associated Community Benefit applies.

4.3 No Additional CEQA Review Required; Reliance on FEIR for Future Discretionary Approvals. The Parties acknowledge that the FEIR prepared for the Project

complies with CEQA. The Parties further acknowledge that (a) the FEIR contains 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, pursuant to 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 vested under this Agreement. The City shall rely on the FEIR, to the greatest extent possible in accordance with applicable Laws, in all future discretionary actions related to the Project; provided, however, that nothing shall prevent or limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA.

4.3.1 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures imposed as applicable to the Project except for any Mitigation Measures that are expressly identified as the responsibility of a different party or entity. Without limiting the foregoing, Developer shall be responsible for the completion of all Mitigation Measures identified as the responsibility of the "owner" or the "project sponsor". The Parties expressly acknowledge that the FEIR and the associated MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under applicable Law. Nothing in this Agreement shall limit 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.

4.4 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer'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.

4.5 City Cost Recovery.

4.5.1 Developer shall timely pay to the City all Impact Fees and Exactions applicable to the Project or the Project Site as set forth in Section 5.7.

4.5.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for the Approvals and Later Approvals.

4.5.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, defending the Approvals and Later Approvals, and in processing and issuing any Later Approvals or 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 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing costs incurred by OEWD, 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 OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD 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 OEWD is unable to provide an accounting from one or more of such parties, then OEWD may send an invoice to Developer 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 but subject to the eighteen (18) month deadline set forth below in this Section 4.5.4. Developer's obligation to pay the City Costs shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within eighteen (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 Developer, and to the extent not confidential, shall make such records available for inspection by Developer.

4.5.5 If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following receipt of the invoice Developer 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. Developer shall have no right to withhold the disputed amount. If any dispute is not resolved within ninety (90) days following Developer's notice to the City of the dispute, Developer may pursue all remedies at law or in equity to recover the disputed amount.

4.6 Prevailing Wages. Developer agrees that all persons performing labor in the construction of the Streetscape Improvements and the Publicly Accessible Private Improvements 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 Developer shall include this requirement in any construction contract entered into by Developer for any such improvements. Upon request, Developer and its contractors will provide to City any workforce payroll records as needed to confirm compliance with this Section. Without limiting the foregoing, Developer shall comply with all applicable state law requirements relating to the payment of prevailing wages, and to the extent there is any difference between the requirements of such state law requirements and Section 6.22(e) of the Administrative Code, the stricter requirements shall apply to the construction of the Streetscape Improvements and the Publicly Accessible Private Improvements.

4.7 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from (i) any third party claim arising from a Default by Developer under this Agreement, (ii) Developer's failure to comply with any Approval, Later Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Later Approvals to comply with any Federal or State Laws, the Existing Standards or any permitted New City Laws, (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent

to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals, Later Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to the construction of any part of the Project, and (vii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project Site relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties, except to the extent that any of the foregoing indemnification obligations is void or otherwise unenforceable under applicable Law, and except to the extent such Loss is the result of the negligence or willful misconduct of the City Parties. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any claims against the City or the City Parties. All indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement, to the extent such indemnification obligation arose from an event occurring before the expiration or termination of this Agreement. To the extent the indemnifications relate to Developer's obligations that survive the expiration or termination of this Agreement, the indemnifications shall survive for the term of the applicable obligation plus four (4) years.

5. VESTING AND CITY OBLIGATIONS

5.1 Vested Rights. By the Approvals, the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement and the Project SUD, including without limitation with the following vested elements: the locations and numbers of Buildings proposed, the land uses, height and bulk limits, including the maximum density, intensity and gross square footages, the permitted uses, the provisions for open space, vehicular access, and parking (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Laws. The expiration of any building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent building permits or

approvals, including Later Approvals, at any time during the Term, any of which shall be governed by Applicable Laws. Each Later Approval, once granted, shall be deemed an Approval for purposes of this Section 5.1.

5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, the Municipal Code (including the Subdivision Code), and all other applicable City policies, rules and regulations, as each of the foregoing is in effect on the Effective Date ("**Existing Standards**"), as the same may be amended or updated in accordance with Section 5.4 or with permitted New City Laws as set forth in Section 5.6, (iii) California and Federal law, as applicable, and (iv) this Agreement (collectively, "**Applicable Laws**"). The Enacting Ordinances contain express waivers and amendments to Chapter 56 consistent with this Development Agreement.

5.2.1 No Implied Waiver of Codes. Nothing in this Agreement constitutes an implied waiver or exemption of the Subdivision Code or the Public Works Code. For any waiver or exemption, Developer shall comply with the City's existing processes to seek any necessary waivers or exemptions. The City's failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 5.2, 5.3, and 5.4.

5.2.2 General Plan Consistency Findings. The Parties acknowledge the Project is consistent with the City's General Plan and the General Plan Consistency Findings are intended to support all Later Approvals that are consistent with the Approvals. To the maximum extent practicable, the Planning Department shall rely exclusively on the General Plan Consistency Findings when processing and reviewing all Later Approvals, including proposed Subdivision Maps and any other actions related to the Project requiring General Plan determinations; provided Developer acknowledges that the General Plan Consistency Findings do not limit the City's discretion in connection with any Later Approval that (a) requires new or revised General Plan consistency findings because of Material Changes or amendments to any of the Approvals or (b) is analyzed in the context of a future General Plan amendment that is a non-conflicting New City Law.

5.3 Criteria for Later Approvals. Developer shall be responsible for obtaining all required Later Approvals before the start of any construction and timely providing project schedules to OEWD as described in Exhibit K. The City, in granting the Approvals and vesting

the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and this Agreement. The City shall not disapprove applications for Later Approvals based upon an item or element that is consistent with the Approvals, and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement). Subject to the requirements of this Agreement, the City shall not impose any new condition for a Later Approval that conflicts with the Approvals except when such condition is necessary to bring the Later Approval into compliance with Applicable Laws. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Municipal Code and the Approvals and otherwise in accordance with the City's customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the "Project" under this Agreement.

5.4 Strict Building Code Compliance.

5.4.1 City-Wide Building Codes. Notwithstanding anything in this Agreement to the contrary, except as otherwise provided in Section 5.4.2, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the then-applicable provisions, requirements, rules, or regulations (including any applicable exceptions) that are contained in the San Francisco Building Codes, including the Public Works Code (which includes the Stormwater Management Ordinance), Subdivision Code, Mechanical Code, Electrical Code, Housing Code, Plumbing Code, Fire Code, or other uniform construction codes applicable on a City-Wide basis.

5.4.2 Sidewalks, Streets and Infrastructure. By entering into this Agreement, the City's Board of Supervisors and the City Agencies have reviewed and approved (i) the Streetscape Improvements and the Publicly Accessible Private Improvements, including sidewalk, pathway, street widths, and general right of way configurations with respect to location and relationship of major elements, curbs, bicycle facilities, parking, loading areas, and landscaping, including the general location and number of new Street Trees (as defined in San Francisco Public Works Code Section 802) and the removal of certain existing Street Trees and Significant Trees (as defined in San Francisco Public Works Code Section 810A), as set forth in the Approvals described in Exhibit E (including the plans incorporated in such Approvals) and the

Project SUD, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles. No City Agency with jurisdiction may object to a Later Approval for any of the Buildings, Streetscape Improvements, or Publicly Accessible Private Improvements due to the proposed width of a sidewalk, pathway, or street, unless such objection is based upon the applicable City Agency's reserved authority to review engineering design for compliance with Applicable Laws or other authority under State law. In the case of such objection, then within five (5) business days of the objection being raised (whether raised formally or informally), representatives from Developer, PW, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution to the objection. If the matter is not resolved within fourteen (14) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with the City policy, Approvals, this Agreement, or applicable Law. For purposes of this Section, "engineering design" shall mean professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code Sections 6700 *et seq*.

5.5 Denial of a Later Approval. If the City denies any application for a Later Approval that implements a Building, such denial must be consistent with Applicable Laws, and the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Laws and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Laws and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement.

5.6 New City Laws. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("**New City Laws**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the terms and conditions of the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.8.

5.6.1 New City Laws shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings or change the location of proposed Buildings or change or reduce other improvements from that permitted under the Approvals;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual Buildings or other improvements that are part of the Project under the Approvals;

(c) limit, reduce or change the location of vehicular access, parking or loading for the Project from that permitted under the Approvals;

(d) limit any land uses for the Project from that permitted under the Approvals or the Existing Uses;

(e) change or limit the Approvals or Existing Uses;

(f) materially delay, limit or control the rate, timing, phasing, or sequencing of the Project, including the demolition of existing buildings at the Project Site, except as expressly set forth in this Agreement;

(g) require the issuance of permits or approvals for the Project by the City other than those required under the Existing Standards, except for (i) permits or approvals that are required on a City-Wide basis, relate to the construction of improvements, and do not prevent construction of the applicable aspects of the Project that would be subject to such permits or approvals as and when intended by this Agreement or (ii) permits that replace (but do not expand the scope or purpose of) existing permits;

(h) limit or control the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project;

(i) materially and adversely limit the processing or procuring of applications and approvals of Later Approvals that are consistent with Approvals;

(j) increase the percentage of required affordable or BMR Units, change the AMI percentage levels for the affordable housing pricing or income eligibility, change the requirements regarding unit size or unit type, control or limit homeowner association or common area dues or amenity charges, or place restrictions on the right to alienate, transfer or

otherwise dispose of property, or increase the amount or change the configuration of required open space for the Project;

(k) designate any existing tree on the Project Site as a Landmark Tree (as defined in San Francisco Public Works Code Section 802) if such designation would interfere with the construction of the Project; or

(l) impose new or modified Impact Fees and Exactions on the Project that are expressly prohibited in Section 5.7.2.

5.6.2 Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site and subdivide (including reconfiguring or merging parcels, subject to Developer's obligations under the Housing Program and the Child Care Program) the Project Site as may be necessary or desirable in order to develop a particular part of the Project as shown generally in Exhibit B-1. The specific boundaries of Development Parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of this Agreement or with the Approvals. Prior to recording any final Subdivision Map with respect to the Project, Developer shall cause any then-existing Mortgagee to provide its authorized signature on such final Subdivision Map (or any other written approval permitted under Applicable Law), which shall include consent and acknowledgement of the BMR Units requirements with specified AMI levels for the life of the Project, in accordance with this Agreement.

5.7 Fees and Exactions.

5.7.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 5.7, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the development of the Project or impose new conditions or requirements for the right to develop the Project (including required contributions of land, public amenities or services) except as set forth in this Agreement. The Parties acknowledge that the provisions contained in this Section 5.7 are intended to implement

the intent of the Parties that Developer have the right to develop the Project pursuant to specified and known criteria and rules, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations, except as specifically provided in this Agreement.

5.7.2 Impact Fees and Exactions. During the Term, as extended by any Litigation Extensions, no Impact Fees and Exactions shall apply to the Project or components thereof except for (i) those Impact Fees and Exactions specifically set forth on Schedule 1, Schedule 2, Exhibit D and Exhibit L, (ii) the SFPUC Capacity Charges, (iii) New City Laws that do not conflict with this Agreement as set forth in Section 5.6, and (iv) as expressly set forth below in this Section. The Impact Fees and Exactions and SFPUC Capacity Charges shall be calculated and determined at the time payable in accordance with the City requirements on that date, and the parties acknowledge and agree that the Impact Fees and Exactions shall be subject to the Planning Department's final confirmation once the applicable final land uses and Gross Floor Area are determined. Accordingly, Developer shall be subject to any increase or decrease in the fee amount payable and any changes in methodology of calculation (e.g., use of a different index to calculate annual increases) but will not be subject to any new types of Impact Fees and Exactions or modification to existing Impact Fees and Exactions after the Effective Date except as described in Section 5.6 and this Section. Developer agrees that any new or reduced impact fee or exaction enacted after the Effective Date that (i) is of City-Wide applicability (e.g., applies to all retail development in the City), (ii) does not pertain to affordable housing, open space or community improvements (for which this Agreement reflects the required Developer contributions), and (iii) would otherwise apply to the Project, shall apply to the Project or the applicable portion thereof.

5.7.3 Processing Fees. Developer shall pay all Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for a Later Approval for which such Processing Fee is payable in connection with the applicable part of the Project.

5.8 Changes in Federal or State Laws.

5.8.1 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 and shall at all times retain its respective authority to take any action that is necessary to protect

the physical health and safety of the public (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**"), including the authority to condition or deny a Later Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i)(a) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, or (b) is required to comply with a Federal or State Law and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement and (ii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City may seek judicial relief with respect to the matter.

5.8.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended, or interpreted after the Effective 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 Developer's 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, subject to the provisions of Section 5.8.4, as applicable.

5.8.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute that would affect the interpretation or enforceability of this Agreement or increase the obligations or diminish the development rights of Developer hereunder, or increase the obligations or diminish the benefits to the City hereunder 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.

5.8.4 Effect on Agreement. If any of the modifications, amendments or additions described in this Section 5.8 would materially and adversely affect the construction,

development, use, operation, or occupancy of the Project as currently contemplated by the Approvals, or any material portion thereof, such that the Project, or the applicable portion thereof, becomes economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Section 5.8 would materially and adversely affect or limit the Community Benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 5.8.4, the Parties agree to meet and confer in good faith for a period of not less than ninety (90) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in ninety (90) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select 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 the bargain or alternatively to seek termination of this Agreement if the benefit of the bargain cannot be maintained in light of the Law Adverse to Developer or Law Adverse to the City.

5.9 No Action to Impede Approvals. Except and only as required under Section 5.8, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 5.6.1.

5.10 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, or a potential lender to Developer, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and 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) Developer is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Defaults; and (iv) the findings of the City with respect to the most recent annual review

performed pursuant to Section 8. The Planning Director, acting on behalf of the City, shall execute and return such certificate within twenty (20) days following receipt of the request.

5.11 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code Section 178 and the applicable provisions of Section 5. Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project Site's zoning, the Approvals, the Project SUD, or any planned unit development authorization granted under the Project SUD, as applicable.

5.12 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 (i) the City shall not institute, on its own initiative, proceedings for any new or increased special tax or special assessment for a land-secured financing district (including the special taxes under the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) but not including business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide or Developer gives its prior written consent to or requests such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

6. NO DEVELOPMENT OBLIGATION

There is no requirement under this Agreement that Developer initiate or complete development of the Project, or any portion thereof. There is also no requirement that development be initiated or completed within any period of time or in any particular order, subject to the requirement to complete Associated Community Benefits for each Building (or for any market rate residential unit in excess of three hundred eighty-six (386), as applicable) commenced by Developer as set forth in Section 4.1. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, such as availability of financing, interest rates, access to capital, and similar factors. In *Pardee Construction Co. v. City of*

Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. Accordingly, the Parties agree that except as expressly set forth in this Agreement and any express construction dates set forth in a Later Approval, (i) Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, (ii) such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement, and (iii) without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement.

7. MUTUAL OBLIGATIONS

7.1 Notice of Completion, Revocation or Termination. Within thirty (30) days after any early revocation or termination of this Agreement (as to all or any part of the Project Site), the Parties agree to execute a written statement acknowledging such revocation or termination, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, within thirty (30) days after Developer's request, when a Building and all of the Associated Community Benefits tied to that Building have been completed, the City and Developer shall execute and record a notice of completion in the form attached as Exhibit G for the applicable Building property.

7.2 General Cooperation; Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, any Later 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, the Approvals and any Later Approvals are implemented. 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 Developer 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.

7.3 Third-Party Challenge. Developer shall assist and cooperate with the City at Developer's own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer 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; provided, however, Developer shall have the right to monthly invoices for all such costs.

7.3.1 To the extent that any such action or proceeding challenges or a judgment is entered limiting Developer's right to proceed with the Project or any material portion thereof under this Agreement (whether the Project commenced or not), including the City's actions taken pursuant to CEQA, Developer may elect to terminate this Agreement. Upon any such termination (or, upon the entry of a judgment terminating this Agreement, if earlier), the City and Developer shall jointly seek to have the Third-Party Challenge dismissed and Developer shall have no obligation to reimburse City defense costs that are incurred after the dismissal (other than, in the case of a partial termination by Developer, any defense costs with respect to the remaining portions of the Project). Notwithstanding the foregoing, if Developer conveys or transfers some but not all of the Project, or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of "Developer" under this Agreement, then only the Party holding the interest in such portion of the Project shall have the right to terminate this Agreement as to such portion of the Project (and only as to such portion), and no termination of this Agreement by such Party as to such Party's portion of the Project shall effect a termination of this Agreement as to any other portion of the Project.

7.3.2 The filing of any Third Party Challenge shall not delay or stop the development, processing or construction of the Project or the issuance of Later Approvals unless the third party obtains a court order preventing the activity.

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

7.5 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, the Approvals and any

Later Approvals, in accordance with the terms of this Agreement (and subject to all applicable Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

8. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

8.1 Annual Review. Pursuant to 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 the Agreement is in effect (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The failure to commence such review in January in any calendar year 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 occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.

8.2 Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 8.2.

8.2.1 Required Information from Developer. Within sixty (60) days following request by the Planning Director, Developer shall provide a letter to the Planning Director explaining, with appropriate backup documentation, Developer's compliance with this Agreement for the preceding calendar year, including, but not limited to, compliance with the requirements regarding Community Benefits. The burden of proof, by substantial evidence, of compliance is upon Developer. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

8.2.2 City Report. Within sixty (60) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer'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 Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement (the "**City Report**"), and post the City Report on the Planning Department's website. If the Planning Director finds Developer not in compliance with this Agreement, then 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.

8.2.3 Effect on Transferees. If a Developer has effected a Transfer so that its interest in the Project Site is divided among multiple Developers at the time of an annual review, then that annual review shall be conducted separately with respect to each Developer, each Developer shall submit the materials required by this Article 8 with respect to the portion of the Project Site owned by such Developer, and the City review process will proceed as one for the whole Project. Notwithstanding the foregoing, the Planning Commission and Board of Supervisors shall make its determinations and take its action separately with respect to each Developer pursuant to Chapter 56. If there are multiple Developers and the Board of Supervisors terminates, modifies or takes such other actions as may be specified in Chapter 56 and this Agreement in connection with a determination that a Developer has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party to whom the determination is made and the portions of the Project Site in which such Party has an interest. In other words, even when the review process is bundled for multiple Developers, any action determination of noncompliance or default will be made only against the defaulting Party and not against any of the other Developers.

8.2.4 Default. The rights and powers of the City under this Section 8.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of a Default by Developer.

9. ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

9.1 Enforcement. As of the date of this Agreement, the only Parties to this Agreement are the City and Developer. Except as expressly set forth in this Agreement (for successors, Transferees and Mortgagees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

9.2 Meet and Confer Process. Before sending a notice of default in accordance with Section 9.3, the Party which may assert that the other Party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten

(10) days, to respond to or cure such alleged failure; provided, however, the meet and confer process shall not be required (i) for any failure to pay amounts due and owing under this Agreement, or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, then such Party shall be deemed to have satisfied the requirements of this Section and may proceed in accordance with the issuance of a notice of default under Section 9.3.

9.3 Default. The following shall constitute a "**Default**" under this Agreement: (i) the failure to make any payment within sixty (60) days following 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 and the continuation of such failure for a period of sixty (60) days following notice and demand for compliance. 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 said 60-day period and diligently prosecuted to completion thereafter. Any notice of default given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured (if at all). Notwithstanding any other provision in this Agreement to the contrary, if Developer conveys or transfers some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore there is more than one Party that assumes obligations of "Developer" under this Agreement, there shall be no cross-default between the separate Parties that assumed Developer obligations. Accordingly, a default by one "Developer" shall not be a Default by any other "Developer" that owns or controls a different portion of the Project Site.

9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Sections 9.4.3, 9.4.4, and 9.5, 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.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in

the event of a Default, the non-defaulting Party may elect to terminate this Agreement by sending a notice of termination to the other Party, which notice of termination shall state the Default. 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. Consistent with Sections 9.3 and 12.3, there are no cross-defaults under this Agreement, and therefore if there is more than one "Developer" (as it relates to different parts of the Project Site), then any termination of this Agreement for Default will be limited to the Developer that sent or received the termination notice.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder, and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) either Party shall have the right to recover actual damages only (and not consequential, punitive or special damages, each of which is hereby expressly waived) for a Party's failure to pay sums to the other Party as and when due under this Agreement, (2) the City shall have the right to recover actual damages for Developer's failure to make any payment due under any indemnity in this Agreement, (3) to the extent a court of competent jurisdiction determines that specific performance is not an available remedy with respect to an unperformed Associated Community Benefit, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to complete the Associated Community Benefit as determined by the court, (4) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (5) the City shall have the right to administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit to this Agreement or in the applicable portion of the San Francisco Municipal Code incorporated into this Agreement. For purposes of the foregoing, "**actual damages**" means the actual amount of the sum due and owing under this Agreement, with interest as provided by Law,

together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

9.4.4 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 payments due the City from Developer are past due; provided, however, if Developer has conveyed or transferred some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of "Developer" under this Agreement, then the City shall continue to process requests and take other actions as to the other portions of the Project so long as the applicable Developer as to those portions is current on payments due the City. The City shall have the right to withhold a final certificate of occupancy for a Building until all of the Associated Community Benefits tied to that Building have been completed. For a Building to be deemed completed, Developer shall have completed all of the streetscape and open space improvements described in Exhibit C and Exhibit J, or a Later Approval, for that Building; provided, if the City issues a final certificate of occupancy before such items are completed, then Developer shall promptly complete such items following issuance.

9.5 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, 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 a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

9.6 Attorneys' Fees. Should legal action be brought by either Party against the

other for a Default under this Agreement or to enforce any provision herein, 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. 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.

10. FINANCING; RIGHTS OF MORTGAGEES

10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer to mortgage or otherwise encumber all or any portion of the Project Site for the benefit of any Mortgagee as security for one or more loans. Developer represents that, as of the Effective Date, there are no Mortgages on the Project Site other than the Existing Mortgage. Prior to commencing construction under the First Construction Document for the Project, Developer shall cause the Existing Mortgage, if then still in effect, and any other then-existing Mortgage(s), to be subordinated to this Agreement.

10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section and Section 10.5), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, conveyance or other action in lieu thereof, or other remedial action shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or any part thereof or to guarantee such construction or completion. The foregoing provisions shall not be applicable to any party who, after a foreclosure, conveyance or other action in lieu thereof, or other remedial action obtains title to some or all of the Project Site from or through the

Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself, on which certain Associated Community Benefits must be completed as set forth in Section 4.1. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other person or entity to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section shall be deemed to give any Mortgagee or any other person or entity the right to construct any improvements under this Agreement (other than as set forth above for required Community Benefits or as needed to conserve or protect improvements or construction already made) unless or until such person or entity assumes Developer's obligations under this Agreement.

10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on the real property which is the subject of the breach or default who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice required by this Section shall extend for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at the address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall send to the City a copy of any notice of default and notice of sale.

10.4 Mortgagee's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any Default, plus an additional period of: (a) sixty (60) days to cure a monetary Default; and (b) one hundred twenty (120) days to cure a non-monetary event of default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property. If an event of default is not cured within the

applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the event of default if, within the Mortgagee's applicable cure period: (i) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; and (ii) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (iii) after obtaining title, the Mortgagee diligently proceeds to cure those events of default: (A) which are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (B) of which the Mortgagee has been given notice by the City. Any such Mortgagee or Transferee of a Mortgagee who shall properly complete the improvements relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the Agency, to a Certificate of Completion.

10.5 Mortgagee's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title by any method to all or some portion of the Project Site (referred to hereafter as "**Foreclosed Property**"). A Mortgagee that, by foreclosure under a Mortgage, acquires title to any Foreclosed Property shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations which are due as a condition to enjoying the benefits of this Agreement and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of the Associated Community Benefits under Section 4.1. Upon the occurrence and continuation of an uncured default by a Mortgagee or Transferee in the performance of any of the obligations to be performed by such Mortgagee or Transferee pursuant to this Agreement, the City shall be afforded all its remedies for such uncured default as provided in this Agreement.

10.6 No Impairment of Mortgage. No default by Developer under this Agreement shall invalidate or defeat the lien of any Mortgagee. No foreclosure of any Mortgage or other lien shall defeat, diminish, render invalid or unenforceable or otherwise impair Developer's rights or obligations under this Agreement or constitute a default under this Agreement.

10.7 Cured Defaults. Upon the curing of any event of default by any Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to

the cured event of default shall terminate.

11. AMENDMENT; TERMINATION; EXTENSION OF TERM

11.1 Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer; provided, however, that following a Transfer, the City and Developer or any Transferee may amend this Agreement as it affects Developer or the Transferee and the portion of the Project Site owned by Developer or the Transferee without affecting other portions of the Project Site or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 2.2, 7.3, 9.4.2, and 11.2, 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). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission 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). The determination of whether a proposed change constitutes a Material Change shall be made, on City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.

11.2 Early Termination Rights. Developer shall, upon thirty (30) days prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time if Developer does not Commence Construction on any part of the Project Site by the date which is five (5) years following the Effective Date as such five (5) year date may be extended by any Litigation Extension. Thereafter, the City shall, upon sixty (60) days prior notice to Developer, have the right, in its sole and absolute discretion, to terminate this Agreement if the Developer has not Commenced Construction; provided Developer can prevent any such termination by the City by providing to the City notice, within the above sixty (60) day period, of Developer's intent to start construction and the Developer thereafter Commences Construction within one hundred twenty (120) days following delivery of Developer's notice to the City, or, if unable to actually Commence Construction within said time period, demonstrates reasonable, good faith and continuing efforts to Commence Construction, such as by pursuing all necessary Later Approvals, and thereafter promptly Commences Construction upon receipt of the Later Approvals.

11.3 Termination and Vesting. Any termination under this Agreement shall

concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to a Building that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the Associated Community Benefits shall continue as to the Building that has Commenced Construction and all relevant and applicable provisions of this Agreement shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation or enforcement to this Agreement as to any such surviving obligations. The City's and Developer's rights and obligations under this Section 11.3 shall survive the termination of this Agreement.

11.4 Amendment Exemptions. No issuance of a Later Approval, or amendment of an Approval or Later Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the Project SUD or a planned unit development authorization issued under the Project SUD shall by itself require an amendment to this Agreement. Upon issuance or approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the amendment or Later Approval). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement and a Later Approval, or between this Agreement and any amendment to an Approval or Later Approval, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with the proposed Later Approval or the proposed amendment to an Approval or Later Approval. The Planning Department and the Planning Commission, as applicable, shall have the right to approve changes to the Project as described in the Exhibits in keeping with its customary practices and the Project SUD, and any such changes 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. If the Parties fail to amend this Agreement as set forth above when required, however, then the terms of this Agreement shall prevail over any Later Approval or any amendment to an Approval or Later Approval that conflicts with this Agreement.

11.5 Extension Due to Legal Action or Referendum; Excusable Delay.

11.5.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or any of the Approvals described on Exhibit E (the "**Initial**

Approvals") and it directly or indirectly delays this Agreement or such Initial Approval, or if this Agreement or any of the Initial Approvals is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and the effectiveness of the Initial Approvals (starting from the date of the initial grant of the Initial Approval) shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension 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.

11.5.2 "**Excusable Delay**" means the occurrence of an event beyond a Party's reasonable control which 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 Developer'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 Developer's failure to satisfy the 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.

12. TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

12.1 Permitted Transfer of this Agreement. At any time, Developer shall have the right to convey, assign or transfer all of its right, title and interest in and to all or part of the Project Site (a "**Transfer**") to a party (including any Mortgagee) without the City's consent, provided that it also transfers to such party (the "**Transferee**") all of its interest, rights or obligations under this Agreement with respect to such portion of the Project Site together with any portion required to complete the Associated Community Benefits for such portion (the "**Transferred Property**"). Developer shall not, by Transfer, separate a portion of the Project Site from the Associated Community Benefits tied to that portion of the Project Site without the prior written consent of the Planning Director. Notwithstanding anything to the contrary in this Agreement, if Developer Transfers one or more parcels such that there are separate Developers within the Project Site, then the obligation to perform and complete the Associated Community Benefits for a Building shall be the sole responsibility of the applicable Developer (*i.e.,* the person or entity that is the Developer for the Development Parcel on which the Building is located); provided, however, that any ongoing obligations (such as open space operation and maintenance) may be transferred to a residential, commercial or other management association ("**CMA**") on commercially reasonable terms so long as the CMA has the financial capacity and ability to perform the obligations so transferred.

12.2 Notice of Transfer. Developer shall provide not less than ten (10) days' notice to the City before any proposed Transfer of its interests, rights and obligations under this Agreement, together with a copy of the assignment and assumption agreement for that parcel (the "**Assignment and Assumption Agreement**"). The Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit H (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement, and not to sue the City for disputes between Developer and any Transferee) and any material changes to the attached form will be subject to the review and approval of the Director of Planning, not to be unreasonably withheld or delayed. The Director of Planning shall use good faith efforts to complete such review and grant or withhold approval within thirty (30) days after the Director of Planning's receipt of such material changes. Notwithstanding the foregoing, any

Transfer of Community Benefit obligations to a CMA as set forth in Section 12.1 shall not require the transfer of land or any other real property interests to the CMA.

12.3 Release of Liability. Upon recordation of any Assignment and Assumption Agreement (following the City's approval of any material changes thereto if required pursuant to Section 12.2 above), the assignor shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property, as specified in the Assignment and Assumption Agreement, and the assignee/Transferee shall be deemed to be "**Developer**" under this Agreement with all rights and obligations related thereto with respect to the Transferred Property. Notwithstanding anything to the contrary contained in this Agreement, if a Transferee Defaults under this Agreement, such default shall not constitute a Default by Developer or any other Transferee with respect to any other portion of the Project Site and shall not entitle the City to terminate or modify this Agreement with respect to such other portion of the Project Site, except as otherwise provided herein. Additionally, the annual review provided by Section 8 shall be conducted separately as to Developer and each Transferee and only as to those obligations that Developer or such Transferee has under this Agreement.

12.4 Responsibility for Performance. The City is entitled to enforce each and every such obligation assumed by each Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between Developer and the Transferee, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure is a condition to the other party's right to proceed, as specifically described in the Mitigation Measure, and Developer and all Transferees assume this risk.

12.5 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be,

constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented and agreed to, and is obligated by all of the terms and conditions of this Agreement (as such terms and conditions apply to the Project Site or applicable portion thereof), whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

12.6 Rights of Developer. The provisions in this Section 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses to facilitate development of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (v) transferring all or a portion of the Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a Mortgage, and none of the foregoing shall constitute a Transfer for which the City's consent is required.

13. DEVELOPER REPRESENTATIONS AND WARRANTIES

13.1 Interest of Developer; Due Organization and Standing. Developer represents that it is the sole owner of the Project Site, with the right and authority to enter into this Agreement. Developer is a limited liability company, duly organized and validly existing and in good standing under the Laws of the State of Delaware. Developer has all requisite power to own its property and authority to conduct its business as presently conducted. Developer represents and warrants that there is no Mortgage, existing lien or encumbrance recorded against the Project Site that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the Mortgage, lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with applicable land.

13.2 No Inability to Perform; Valid Execution. Developer represents and warrants that it is not a party to any other agreement that would conflict with Developer's obligations under this Agreement and it has no knowledge of any inability to perform its

obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Developer have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

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

13.4 Notification of Limitations on Contributions. Through its execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for that contract or twelve (12) months after the date that contract is approved. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

Developer acknowledges that (i) the prohibition on contributions applies to Developer, each member of Developer's board of directors, Developer's chief executive officer, chief financial officer and chief operating officer, any person with an ownership interest of more than ten percent (10%) in Developer, any subcontractor listed in the contract, and any committee that is sponsored or controlled by Developer, and (ii) within thirty (30) days of the submission of

a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Developer certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

13.5 Other Documents. To the current, actual knowledge of Dan Safier, after reasonable inquiry, no document furnished by Developer 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 therein, or herein, not misleading under the circumstances under which any such statement shall have been made.

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

14. MISCELLANEOUS PROVISIONS

14.1 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein.

14.2 Incorporation of Exhibits. Except for the Approvals which are listed solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof 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.

14.3 Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement,

including without limitation Section 12, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. Subject to the provisions of this Agreement, including without limitation Section 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable Law, including but not limited to California Civil Code Section 1468.

14.4 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. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and the City and County of San Francisco shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

14.5 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 both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Approvals shall be deemed to refer to this Agreement or the Approvals as amended from time to time pursuant to 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 will govern and control.

14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. Developer shall exercise full dominion and control over the Project Site, subject

only to the limitations and obligations of Developer 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 Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder.

14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement recorded in the Official Records within ten (10) days after the Effective Date of this Agreement or any amendment thereto, with costs to be borne by Developer.

14.8 Obligations Not Dischargeable in Bankruptcy. Developer's obligations under this Agreement are not dischargeable in bankruptcy.

14.9 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except for any provision which, by its express terms, survive the expiration or termination of this Agreement.

14.10 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.

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

To City: John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, California 94102

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate/Finance, 3333 California Project

To Developer: c/o The Prado Group, Inc.
150 Post Street, Suite 320
San Francisco, CA 94108
Attn: Dan Safier

14.12 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board of Supervisors shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

14.13 Severability. Except as is otherwise specifically provided for in this Agreement with respect to any Laws which conflict with this Agreement, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

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

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

product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

14.16 Sunshine. Developer understands and agrees that under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by the City constitutes a trade secret or confidential proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, Developer shall mark any such materials as such. When a City official or employee receives a request for information that has been so marked or designated, the City may request further evidence or explanation from Developer. If the City determines that the information does not constitute a trade secret or proprietary information protected from disclosure, the City shall notify Developer of that conclusion and that the information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

14.17 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 other City Parties shall be personally liable to Developer, its successors and assigns, in the event of any Default by City, or for any amount which may become due to Developer, its successors and assigns, under this Agreement.

14.18 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, officer, employee, official, partner, employee, or agent of Developer or any affiliate of Developer shall be personally liable to City, its successors and assigns, in the event of any Default by Developer, or for any amount which may become due to City, its successors and assigns, under this Agreement.

14.19 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Director of Planning

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Carol Wong, Deputy City Attorney

RECOMMENDED:

By: _____
[Name]
Director, MOHCD

By: _____
Mohammed Nuru
Director of Public Works

Approved on _____, 20__
Board of Supervisors Ordinance No. ___

DEVELOPER:

LAUREL HEIGHTS PARTNERS LLC,
a Delaware limited liability company

By: 3333 California LP,
a Delaware limited partnership,
its Manager

By: PSKS LH LLC,
a Delaware limited liability company,
its General Partner

By: Prado LH LLC,

a California limited liability company,
its Manager

By: _____
Name: Dan Safier
Title: Manager

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

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____

Exhibit A

Project Site Legal Description

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

BEGINNING at a point on the Southerly line of California Street, said point being the Easterly extremity of the curve with a 15 foot radius joining the Easterly line of Laurel Street with the Southerly line of California Street, as shown on "Map of Laurel Heights, filed July 28, 1947, in Map Book "P", at Pages 55 and 56, Official Records of the City and County of San Francisco; running thence North 80°54' East 707.375 feet along the Southerly line of California Street to the Southwesterly boundary of the property of the Standard Oil Company of California; thence South 52°36' 29.74 seconds East along said boundary 232.860 feet; thence Southwesterly along the arc of a curve to the right whose tangent deflects 54°14' 30.74 seconds to the right from the preceding course, radius 425 feet, central angle 34°15'59", a distance of 254.176 feet; thence South 35°54' West tangent to the preceding curve 380.066 feet; thence Southwesterly along the arc of a curve to the right, tangent to the preceding course, radius 65 feet, central angle 37°18' a distance of 42.316 feet to tangency with the Northwesterly line of Euclid Avenue; thence South 73°12' West along said line of Euclid Avenue 312.934 feet; thence leaving said line of Euclid Avenue, and running Southwesterly, Westerly, and Northwesterly along the arc of a curve to the right, tangent to the preceding course, radius 20 feet, central angle 100°48' 01.51", a distance of 35.186 feet; thence Northwesterly along the arc of a reverse curve to the left, parallel to and concentric with and radially distant 6 feet Northeasterly from the Northeasterly line of Laurel Street, as shown on said map of Laurel Heights, radius 4033 feet, central angle 5°31' 20.27", a distance of 388.710 feet; thence Northwesterly along the arc of a compound curve to the left, radius 120 feet, central angle 71°12' 55.45", a distance of 149.153 feet; thence Northwesterly along the arc of a reverse curve to the right, radius 60 feet, central angle 73°38' 14.21', a distance of 77.113 feet to tangency with the Easterly line of Laurel Street; thence North 9°06' West along said line of Laurel Street 127.290 feet to the beginning of the above mentioned curve joining the Easterly line of Laurel Street with Southerly line of California Street; thence Northwesterly, Northerly, and Northeasterly along the arc of a curve to the right, radius 15 feet 90°00', a distance of 23.562 feet to tangency with the Southerly line of California Street and the point of beginning.

APN: **Lot 003, Block 1032**

Exhibit B

Project Description

The Project Site is an approximately 446,490-square-foot, or 10.25-acre, parcel bounded by California Street to the north, Presidio Avenue to the east, Masonic Avenue to southeast, Euclid Avenue to the south, and Laurel Street/Mayfair Drive to the west, at the southern edge of San Francisco's Presidio Heights neighborhood in the northwest portion of San Francisco. The project sponsor, Laurel Heights Partners, LLC, owns the site and temporarily leases it to the Regents of the University of California, which uses the Project Site for its University of California San Francisco (UCSF) Laurel Heights Campus. The Project Site does not include the San Francisco Fireman's Credit Union (now called the SF Fire Credit Union) at the southwest corner of California Street and Presidio Avenue, which is on a separate parcel.

The Project Site is currently used as office and related research, child care, and parking. It is developed with a four-story, approximately 455,000-gross-square-foot office building including a three-level, 212-space, an approximately 93,000-gross-square-foot partially below-grade parking garage at the center of the site; a one-story, approximately 14,000-gross-square-foot annex building at the corner of California and Laurel streets; three surface parking lots with a total of 331 spaces connected by internal roadways; two circular garage ramp structures leading to below-grade parking levels; and landscaping or landscaped open space for the USCF Laurel Heights Campus occupants.

The proposed project includes approximately **1,427,832** gross square feet of new and rehabilitated space, comprising approximately **977,437** gross square feet of residential floor area with approximately **744** dwelling units; approximately **34,496** gross square feet of retail floor area; and an approximately **14,665** gross-square-foot child care center use. The proposed project would provide approximately **857** off-street parking spaces (including approximately 10 car share spaces), approximately **762** Class One bicycle spaces, and **77** Class Two bicycle spaces. These proposed uses would be located in 13 new buildings (known as Plaza A, Plaza B, Walnut, Mayfair, Laurel Townhomes, Euclid and Masonic) and in the adaptively reused office building (known as Center A and Center B), which would be divided into two separate buildings and converted to residential use.

25% of the proposed project's units will be deed-restricted, on-site affordable units designated for low-income senior households. These affordable units will be located in the proposed Walnut Building on California Street and consist of 185 studios and 1-bedrooms for seniors plus one (1) on-site manager's unit. The Walnut Building would also include an approximately **175-seat child care facility**, including a contiguous outdoor activity area. The project includes approximately **34,496 square feet of neighborhood-serving retail** located in the buildings fronting onto California Street (Plaza A, Plaza B and the Walnut Building). This retail

corridor is aligned with the existing Laurel Village shopping center on California Street and will be designed to enhance the retail offerings for the neighborhood.

The proposed project would contain approximately 52 percent of the overall lot area (approximately 236,000 square feet – excluding green roofs) as open area, with portions to be developed with a combination of public open space, common open space (some of which would be open to the public) and private open space for residents. The proposed project would include **2.87 acres of publicly accessible landscaped open space** with multi-purpose plazas, lawns, pathways and streetscape improvements as further described in Exhibit C, which will provide the public with new open space amenities and improve pedestrian connectivity and safety through the neighborhood.

The Project's circulation and open space plan includes multiple new public entrances into and through the Site in order to integrate the Site with the surrounding neighborhood and street network The proposed north-south pedestrian connection (Walnut Walk) and the proposed east-west pedestrian connection (Mayfair Walk) would be open to the public and would provide the primary points of access to other publicly accessible common open spaces, plazas, squares, and vista points within the Project Site. The proposed Walnut Walk would align with Walnut Street to the north and the intersection of Euclid and Masonic to the south, incorporating the site into the surrounding street grid.

Exhibit B-1

Project Site Plan



Exhibit C

Project Open Space

The Project would provide the following open space, substantially in accordance with Attachment C-1, Attachment C-2, Attachment C-3, and Schedule 1 to the Agreement:

1. Publicly Accessible Private Improvements. The Project would include the construction, operation, and maintenance of the Publicly Accessible Private Improvements, which is comprised of approximately 2.87 acres of open space (1.63 acres of which exceed the Planning Code open space requirements that would otherwise apply for the Project) developed as follows:
    a. California Plaza: An approximately 4,290 square foot plaza adjacent to California Street and the Plaza A and B retail uses. California Plaza will be improved with a combination of quality hardscape, planters and seating elements adjacent to the City sidewalk and designed to comply with the City's Better Streets policies.
    b. Cypress Square and Stairs: Cypress Stairs (approximately 1,255 sq. ft.) are one of several pedestrian access points into the Project and would connect pedestrians from California Street to Cypress Square and the network of internal public open spaces throughout the Project Site. There will also be ADA access from California Street to Cypress Square adjacent to the Cypress Stairs. Cypress Square would be an approximately 12,052 square foot south-facing plaza that would retain the existing mature and healthy Cypress trees identified in the landscape plan. It would include hardscaped walkways and a central, paved open plaza area with wood decking, seating and landscaping.
    c. Mayfair Walk: Mayfair Walk (approximately 30,685 sq. ft.) is the Project's main east-west pedestrian connector that will stitch the site back into the adjacent neighborhood's urban fabric with publicly-accessible landscaped pathways. The Walk includes a connection to Mayfair Drive/Laurel Street to the west with seating, stairs and landscaping, including the retention of existing mature and healthy oak trees and the addition of new trees as identified in the landscape plan. The Walk would include a hardscape pathway with landscaped borders and access to ground floor residential units. The Walk would connect with the ADA-accessible Pine Street Stairs to Presidio Avenue to the east.
    d. Presidio Overlook: At the east side of the Project Site atop Pine Street Stairs, the Presidio Overlook will provide scenic views of downtown San Francisco for the public and ADA and stair access to Presidio Avenue. The Overlook will consist of approximately 10,450 square feet of open space and would include a large terrace with trees, planters and seating. The Overlook would act as an interconnection and scenic area between the east portion of the Mayfair Walk and the Pine Street Stairs.

e. Pine Street Steps: The Pine Street Steps would be approximately 7,015 square feet and are inspired by California's indigenous biodiversity and include a grove of mature existing and new Redwood trees. They have been designed to provide the public with an ADA-accessible connection from the east side of the Project Site to the west.

f. Walnut Walk North and Walnut Walk South: Walnut Walk would consist of a total of approximately 23,730 square feet of open space and will be the Project's main north-south public pedestrian access. Walnut Walk would run through the center of the Project Site from California Street (via Walnut Court) to the Masonic and Euclid Avenue intersection, helping to stitch the site back into the neighborhood's urban fabric. Walnut Walk would be a pedestrian pathway with a network of landscaped open spaces and seating.

g. Walnut Drive and Walnut Court: Walnut Drive and Walnut Court would consist of approximately 17,825 square feet of open space and would include tree-lined hardscape pedestrian walkways on either side of Walnut Drive leading into Walnut Court, which would include a tree-lined vehicular turnaround plaza with a tree feature at the center. The drive and court areas would provide direct access to California Street, Mayfair Walk and Walnut Walk.

h. Euclid Green: The new green lawn at the corner of Euclid and Laurel would provide the public with views of downtown San Francisco to the east, and views of the Golden Gate Bridge to the northwest. Euclid Green will consist of approximately 18,004 square feet of open space at the southwest corner of the Project at Laurel Street and Euclid Avenue. The existing green lawn will be renovated and maintained as a large, naturally sloping lawn with plantings and a direct access to the sidewalks on Euclid Avenue and Laurel Street.

The Publicly Accessible Private Improvements will be privately owned but accessible to the public on the terms described in Attachment C-2 and Attachment C-3. The Publicly Accessible Private Improvements would be provided substantially as depicted in Attachment C-1, constructed in accordance with the terms of Attachment C-2 and Schedule 1, and operated and maintained on the terms of Attachment C-2 and Attachment C-3.

2. Streetscape Improvements. The Project would include the streetscape improvements depicted in Attachment C-1 to enhance the safety of, and strengthen the network of, existing sidewalks and street crossings that abut the Project Site including Presidio Avenue, Masonic Avenue, Euclid Avenue, Laurel Street, Mayfair Street and California Street.

3. Provision of Required Open Space. The amount and phasing of private and/or common usable open space for the residential uses on the Project shall be governed by the Approvals.

Exhibit C-1

Open Space Plan



Exhibit C-2

Regulations Regarding Access and Maintenance of Publicly Accessible Private Improvements

These Regulations Regarding Access and Maintenance of Publicly Accessible Private Improvements (these "Regulations") shall govern the use, maintenance, and operation of each completed Publicly Accessible Private Improvement (each, a "Publicly Accessible Private Improvement" and collectively, the "Publicly Accessible Private Improvements") as defined in Section 1 of this Agreement. The Publicly Accessible Private Improvements are the open spaces proposed for the Project that are privately owned, but will remain accessible to the public, as described in this Exhibit, and include California Plaza, Cypress Stairs, Cypress Square, Euclid Green, Mayfair Walk those portions of the Pine Street Steps that are privately owned, Presidio Overlook, Walnut Drive and Walnut Court, Walnut Walk North, and Walnut Walk South.

1. Permitted Uses. Upon completion of a Publicly Accessible Private Improvement in accordance with this Agreement, Developer shall make that Publicly Accessible Private Improvement available for the use, enjoyment and benefit of the public for open space and recreational purposes in accordance with these Regulations, including, without limitation, (i) quiet contemplation and rest without the use of audible electronic devices (although headphones are permitted), (ii) pedestrian access through the Project Site from one Project Site boundary to the others (bicycles, scooters, skateboards and the like to be walked, not ridden on site for safety reasons), and (iii) short term use of designated seating areas (excluding planter walls and/or landscaped areas). These Regulations do not require Developer to make its Publicly Accessible Private Improvement available to the public for more than open space and recreational purposes.

2. Prohibited Use. The following shall be prohibited in any Publicly Accessible Private Improvement, (i) smoking of any form, including cigarettes, cigars, pipes, e-cigarettes and smokeless cigarettes (including tobacco or other controlled substances), (ii) consumption or possession of open alcoholic beverages (unless permitted by special permit), (iii) camping or sleeping, (iv) climbing or affixing items to trees, other landscaping, furniture or infrastructure, (v) disorderly conduct, as defined in Article 4 of the City's Park Code, as amended from time to time, (vi) building fires or cooking (unless permitted by special permit), (vii) peddling or vending merchandise (unless permitted by special permit), (viii) temporary structures or installations (unless permitted by special permit), (ix) littering or dumping of waste, (x) removal of plants, soil, furniture, or other facilities of the open space, (xi) graffiti or the damage or destruction of property, and (xii) amplified sound. Developer may limit off-leash animals to designated areas but shall permit leashed animals, including leashed service animals, in the Publicly Accessible Private Improvements. Organized sporting events are not permitted in the Publicly Accessible Private Improvements due to their slope and limited size. However, active recreation (e.g., kicking a soccer ball or

throwing a football) among groups of up to four (4) people shall be permitted on Euclid Green provided it does not endanger other users of Euclid Green. Developer may use a completed Publicly Accessible Private Improvement for temporary construction staging related to adjacent development on the Project Site (during which time the subject Publicly Accessible Private Improvement shall not be used by the public) to the extent that such construction is contemplated under, and performed in accordance with, this Agreement, the Approvals, and any Later Approvals.

3. No Discrimination. Developer shall not discriminate against or segregate any person, or group of persons, on account of the basis of fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or acquired immune deficiency syndrome, HIV status, weight, height, medical condition, or association with members of any of the foregoing classes, in the use, occupancy, tenure, or enjoyment of a Publicly Accessible Private Improvement.

4. Maintenance Standard. Each Publicly Accessible Private Improvement shall be operated, managed, and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof.

5. Temporary Closure. Developer shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close a Publicly Accessible Private Improvement to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as Developer reasonably deems necessary to address either of the circumstances below:

    a. Emergency; Public Safety. In the event of an emergency or danger to the public health or safety created from whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest, unlawful assembly, or loitering). Developer may temporarily close a Publicly Accessible Private Improvement (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security, and the protection of persons and property.

    b. Maintenance and Repairs. Developer may temporarily close a Publicly Accessible Private Improvement (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate that Publicly Accessible Private Improvement; provided such closure may not impede emergency vehicle access.

6. Operation of the Publicly Accessible Private Improvements. Operation of each Publicly Accessible Private Improvement shall be subject to the additional requirements of this Paragraph.

    a. Hours of Operation. Each Publicly Accessible Private Improvement shall be open and accessible to the public seven (7) days per week during the daylight hours (or 30 minutes prior to sunset) (the "Operating Hours"), unless reduced hours are (i) approved in writing by the City, (ii) otherwise expressly provided for in this Agreement (including, without limitation, Paragraphs 4 and 5(b) of these Regulations), or (iii) reasonably imposed by Developer, with the City's reasonable consent, to address security concerns. None of the Publicly Accessible Private Improvements shall be closed to the public during Operating Hours for special events. No person shall enter, remain, stay, or loiter in a Publicly Accessible Private Improvement when it is closed to the public, except persons authorized in conjunction with a temporary closure, authorized service and maintenance personnel, or an authorized resident, guest or employee of the project.

Signs. Developer shall post signs at the major public entrances to each of its Publicly Accessible Private Improvement, indicating that it is a privately-owned public open space ("POPOS") in accordance with all laws and signage requirements. The signs, at a minimum, shall indicate the public right to use the space in accordance with these Regulations, setting forth the applicable regulations imposed by these Regulations, hours of operation, and a telephone number to call regarding security, management or other inquiries.

7. Permissive Use. Developer may post at each entrance to each of its Publicly Accessible Private Improvement, or at intervals of not more than 200 feet along the boundary, signs reading substantially as follows: "Right to pass by permission, and subject to control of owner: Section 1008, Civil Code." Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of the Publicly Accessible Private Improvement for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in the Publicly Accessible Private Improvement other than the rights and interests expressly granted in this Agreement. The right of the public or any person to make any use whatsoever of a Publicly Accessible Private Improvement or any portion thereof is not meant to be an implied dedication for the benefit of, or to create any rights or interests in, any third parties.

8. Arrest or Removal of Persons. Developer shall have the right (but not the obligation) to use all lawful means to effect the removal of any person or persons who creates a public nuisance or causes safety concerns for the occupants or neighbors of the Project, or who otherwise violates the applicable rules and regulations, or who commits any crime including, without limitation, infractions or misdemeanors, in or around a Publicly

Accessible Private Improvements. To the extent permitted by law, Developer may prohibit members of the public who have repeatedly broken the Regulations in any material respect from entering the Publicly Accessible Private Improvements, and if such person enters a Publicly Accessible Private Improvement, may ask such person to leave the Publicly Accessible Private Improvement. Developer shall have the right to exercise its power and authority as owner consistent with other publicly accessible but privately-owned areas in the City, such as other privately owned public open space.

9. Project Security During Period of Non-Access. Developer shall have the right to block entrances to install and operate security devices and to maintain security personnel in and around the Publicly Accessible Private Improvements to prevent the entry of persons or vehicles during the time periods when public access to a Publicly Accessible Private Improvement or any portion thereof is restricted or not permitted. Subject to the access requirements for City's emergency vehicles, as described in the Subdivision Map, and Developer's obligations under Applicable Law, Developer shall have a right to install permanent architectural features that serve as security devices such as gates, fences and bollards, and close such devices during non-operating hours or during periods of closure as identified in these Regulations. Design of such devices shall be subject to approval by the San Francisco Planning Department which shall not be unreasonably withheld and subject to any permits required under Applicable Law. Such design review by the San Francisco Planning Department shall not be construed as a change in entitlement and shall not be subject to a planning application or require a separate entitlement. It shall not be unreasonable for the Planning Department to withhold its consent if any such devices would impede emergency access that may be required under Applicable Law or in the Approvals. Nothing shall restrict Developer's right to install security cameras and monitoring devices anywhere on the Project.

10. Removal of Obstructions. Developer shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on a Publicly Accessible Private Improvement deemed to be an obstruction, interference, or restriction of use of that Publicly Accessible Private Improvement for the purposes set forth in this Agreement, including, but not limited to, personal belongings or equipment in a Publicly Accessible Private Improvement during hours when public access is not allowed pursuant to these Regulations.

11. Temporary Structures. Subject to Developer's right to use a Publicly Accessible Private Improvement for temporary construction staging related to adjacent development as set forth in Paragraph 1 of these Regulations, no trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Publicly Accessible Private Improvements at any time during Operating Hours, either temporarily or permanently.

Exhibit C-3

Public Access Declaration
[Under review and discussion]

WHEN RECORDED MAIL TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property [to be confirmed]

The undersigned hereby declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and from Documentary Transfer Tax (CA Rev. & Tax. Code § 11922 and SF Bus. and Tax Reg. Code § 1105)

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

3333 California Street
APN 1032-003

DECLARATION OF PUBLIC ACCESS COVENANTS AND RESTRICTIONS

This Declaration of Public Access Covenants and Restrictions ("**Declaration**") is made as of _____, 2019, by LAUREL HEIGHTS PARTNERS, LLC, a Delaware limited liability company ("**Declarant**"), in favor of the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**").

RECITALS

A. Declarant owns an irregularly-shaped parcel in the City and County of San Francisco comprised of approximately 10.25 acres (approximately 446,468 square feet), generally bounded by California Street, Laurel Street, Euclid Avenue, Masonic Avenue, and Presidio Avenue, and further described in the attached Exhibit A (the "**Project Site**").

B. Declarant intends to redevelop the Project Site as a large mixed-use development that will include residential, retail, commercial, child care, open space, parking, and related uses (the "**Project**"), under a Development Agreement between Declarant and City dated _____, 2019 (the "**Development Agreement**"), approved by the City's Board of Supervisors by Ordinance No. _____ on November __, 2019, a Special Use District approved by the City's Board of Supervisors by Ordinance No. _____ on November __, 2019, amendments to the City's Planning Code, Zoning Map, and Height Map adopted by the Board of Supervisors under Ordinance No. _____ on November __, 2019, and a street

encroachment permit and associated encroachment permit and maintenance agreement approved by the Board of Supervisors by Ordinance No. _____ on November __, 2019.

C. Declarant's proposed Project buildings (each a "**Building**") are described in the attached Exhibit B-1 and depicted in the attached Exhibit B-2. As part of the Project and pursuant to the Development Agreement, if Declarant constructs any Building during the term of the Development Agreement ("**DA Term**"), Declarant will develop certain publicly-accessible open spaces on the Project Site and operate and maintain such open space in accordance on the terms and conditions of this Declaration.

AGREEMENT

Now, therefore, in consideration of the City's approval and execution of the Development Agreement, Declarant declares as follows on behalf of itself and all future owners of the Project Site:

1. Construction.

(a) Timing. If Declarant constructs any Building during the DA Term, Declarant shall build the applicable Publicly Accessible Private Improvements (as defined in the attached Exhibit C) specified in the attached Exhibit C in compliance with the requirements of the Development Agreement.

(b) Conceptual Plans; Changes. If Declarant is obligated to construct a Publicly Accessible Private Improvement pursuant to Section 1(a) above, then Declarant shall construct that Publicly Accessible Private Improvement substantially as described in the conceptual plans dated _____, and stamped as Exhibit ___ in the City's Planning Department docket for Case No. _____, as such plans may be modified pursuant to conditions of approval for the Project adopted by the City's Planning Commission on September ____, 2019 (the "**Conceptual Plans**"). The improvements described in the Conceptual Plans, as may be modified pursuant to this subsection (b), are referred to herein as the "**Open Space Improvements**". Declarant shall have the right to modify and/or update the Conceptual Plans from time to time as it may determine in its sole business judgment, subject to the provisions of the following paragraph and provided further that any such modifications shall be subject to review and approval by the City acting in its regulatory capacity with respect to permit issuance, if applicable.

If, prior to completion of the Open Space Improvements for a Publicly Accessible Private Improvement, Declarant wishes to apply for any permits for improvements to a Publicly Accessible Private Improvement that materially differ from the Conceptual Plans or would materially and adversely impact the public's ability to access or use that Publicly Accessible Private Improvement for the Permitted Uses (as defined in Section 4) (a "**Construction Modification**"), Declarant shall provide a copy of such plans to the City's Director of Planning (or successor City officer, if applicable) (the "**Planning Director**"). Any proposed Construction Modification shall be subject to the approval of the Planning Director, which may be withheld in his or her reasonable discretion. Declarant agrees it shall be reasonable for the Planning Director

to withhold such approval if she or he determines the proposed Construction Modification does not meet the regulatory requirements or standards for the affected area.

2. Maintenance and Modifications. Following the completion of the Open Space Improvements for a Publicly Accessible Private Improvement, Declarant shall maintain that Publicly Accessible Private Improvement in a clean and litter-free condition, and shall maintain the Open Space Improvements in that Publicly Accessible Private Improvement in good condition for the life of the last remaining Building at the Project Site. Notwithstanding the foregoing, after the substantial completion of the Open Space Improvements for a Publicly Accessible Private Improvement, Declarant shall have the right to modify, renovate, replace and/or update the Open Space Improvements or other improvements installed in a Publicly Accessible Private Improvement (each, "Change") subject to the provisions of this Declaration. Before submitting any permit application for a Change that would or could materially and adversely impact the public's ability to access or use any Publicly Accessible Private Improvement for the Permitted Use (each, "Material Change"), Declarant shall provide a copy of the plans to be submitted with such permit application to the Planning Director. All Material Changes are subject to the approval of the Planning Director, which approval may be withheld in his or her reasonable discretion. If the Planning Director fails to respond to an initial written request for approval to a proposed Material Change within sixty (60) days of receiving the initial request, Declarant shall send a second notice of the request, with a statement that failure to respond within twenty (20) days to the second notice will result in a deemed approval of the proposed Material Change. The Director's failure to respond to the second notice within twenty (20) days of receiving the second notice shall be deemed a City approval of the Material Change described in the notices.

In addition to the foregoing paragraph, Declarant shall give the Planning Director at least thirty (30) days advance notice of any proposed Change that is not a Material Change if the hard cost of such proposed modification is anticipated to exceed the Threshold Amount (defined as follows), but the Planning Director shall have no consent rights with respect to such modification. The "Threshold Amount" means an amount equal to One Hundred Thousand Dollars ($100,000), which shall be increased by three percent (3%) on each anniversary of the recordation of this Declaration in the Official Records of San Francisco County.

3. City Regulatory Approvals. Prior to commencing the construction or maintenance of any Open Space Improvements, Changes, or Material Changes, Declarant shall obtain all City approvals Declarant is required to obtain from City for such activities in its regulatory capacity.

4. Use; Operation. On substantial completion of the Open Space Improvements for a Publicly Accessible Private Improvement, Declarant shall maintain and make that Publicly Accessible Private Improvement available for the use, enjoyment and benefit of the public for open space and recreational purposes (the "**Permitted Public Use**") in accordance with the regulations attached as Exhibit D ("**Regulations**"). If Declarant closes any Publicly Accessible Private Improvement pursuant to Section 5 of the Regulations, Declarant shall keep a record of such closure for at least two (2) years and shall provide a copy of such record to the City's Planning Director on request.

5. Notice and Cure Rights. Except as provided in this Section, City shall provide written notice to the Declarant of any actual or alleged violation of the covenants or restrictions set forth

in this Declaration before taking any enforcement action. Such notices shall be given to Declarant at the address last furnished to the City. Declarant shall have (i) a period of five (5) business days after receipt of such notice to cure any violation in making a Publicly Accessible Private Improvement available for the Permitted Public Use as required in this Declaration ("**Public Access Violations**") and (ii) a period of thirty (30) days after receipt of such notice to cure any other violation, provided that if the violation is not capable of cure within such 30-day period, Declarant shall have such additional time as shall be reasonably required to complete a cure as long as Declarant promptly undertakes action to commence the cure within the 30-day period and thereafter diligently prosecutes the same to completion. The time in which Declarant may cure is herein called the "**Declarant Cure Period**," and except for any Public Access Violations, City shall not exercise any legal or equitable remedies during the Declarant Cure Period (or the Lender Cure Period, as defined in Section 6 below) as long as Declarant (or any applicable Lender, as defined in Section 6 below) is diligently pursuing such cure. Notwithstanding anything to the contrary herein, in no event shall the Declarant Cure Period exceed six (6) months.

Any notices required or permitted to be given under this Declaration shall be in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by U.S. Express Mail or commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows, or such other address as either party may from time to time specify in writing to the other party:

Declarant:	c/o The Prado Group, Inc. 150 Post Street, Suite 320 San Francisco, CA 94108 Attn: Dan Safier
City:	Planning Director [to be confirmed] City and County of San Francisco 1650 Mission Street, Suite 400 San Francisco, CA 94103
with a copy to:	Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102 Attn: Director of Property
and to:	Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Real Estate/Finance Team

6. Lender Notice and Cure Rights. As long as any deed of trust encumbering any portion of the Project Site made in good faith and for value (each, an "**Encumbrance**") shall remain unsatisfied of record, the City shall give to the beneficiary of such Encumbrance (each, a "**Lender**") a copy of each notice the City gives to Declarant from time to time of the occurrence

of a violation under this Declaration if that Lender has given to the City a written request for such notices. Copies of such notices shall be given to any requesting Lender at the address that requesting Lender last furnished to the City. Nothing in this Section shall be construed to mean that City must provide a Lender with a copy of any Self-Help Notices (as defined in Section 7 below).

Each Lender shall have the right, but not the obligation, to do any act or thing required of Declarant hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof; provided, however, that no such action shall constitute an assumption by such Lender of the obligations of Declarant under this Declaration. In the case of any notice of violation given by the City to Declarant, the Lender shall have the same concurrent cure periods as are given Declarant under this Declaration for remedying a default or causing it to be remedied and, except in the event of a Public Access Violation, if prior to the expiration of the applicable cure period specified in Section 5 above, a Lender gives City written notice that it intends to undertake the curing of such default or to cause the same to be cured, and then proceeds with all due diligence to do so, Lender shall have, in each case, an additional period of thirty (30) days (or, except for a default relating to the payment of money, such longer period as reasonably necessary) as long as Lender commences cure within such thirty (30) day period and diligently proceeds to completion) after the later to occur of (i) the expiration of such cure period, or (ii) the date that the City has served such notice of default upon Lender, and the City shall accept such performance by or at the instance of the Lender as if the same had been made by Declarant. The time in which Lender may cure is herein called the "**Lender Cure Period**". Notwithstanding anything to the contrary herein, in no event shall the additional Lender Cure Period exceed six (6) months beyond the applicable Declarant Cure Period.

7. Enforcement. Declarant acknowledges that its failure to construct the Open Space Improvements for any Publicly Accessible Private Improvement in a timely manner or to properly maintain or operate them as required in this Declaration will cause irreparable harm to the City and that the City will not have an adequate remedy at law for such breach. Accordingly, City shall be entitled to specific performance or injunctive or other equitable relief by reason of such breach. City may, in its sole discretion, rely on this Declaration to enforce any of the covenants or restrictions hereunder. City, but not the general public, shall have all rights and remedies available at law or in equity in order to enforce the covenants and restrictions set forth in this Declaration. All rights and remedies available to City under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. If there is any breach of the covenants or restrictions hereunder, City shall be entitled to recover all attorneys' fees and costs in connection with City's enforcement activities and actions.

If Declarant fails to maintain a Publicly Accessible Private Improvement in the manner required in this Declaration, and Declarant fails to timely cure such failure pursuant to Section 5 above and no Lender cures such failure pursuant to Section 6 above, City shall further have the right, at its sole option, to remedy such failure at Declarant's expense by providing Declarant with ten (10) days' prior written notice of City's intention to cure such failure (a "**Self-Help Notice**"). Such action by City shall not be construed as a waiver of such default or any rights or remedies of

City, and nothing herein shall imply any duty of City to do any act that Declarant is obligated to perform. Declarant shall reimburse City for all of its costs and expenses, including without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such failure, within thirty (30) days' of receiving City's invoice for such costs and expenses, together with documentation reasonably evidencing such costs and expenses. If Declarant fails to timely reimburse City for such costs and expenses, City shall have the right to record a notice of such unpaid costs and expenses against record title to the legal parcel on which the Publicly Accessible Private Improvement is located and the legal parcel of each Building to which such Publicly Accessible Private Improvement is associated, as described in the attached Exhibit C. At City's request, Declarant shall provide security in a form and amount satisfactory to City to City to ensure Declarant's prompt reimbursement of any amounts owed by Declarant to City pursuant to this Section.

8. Priority of Lien. No violation or breach of any provision of this Declaration shall impair, defeat or invalidate the lien of any Encumbrance, but all provisions hereof shall thereafter be binding upon and effective against any owner whose title is derived through foreclosure of any Encumbrance or acceptance of any deed in lieu of foreclosure.

9. No Waiver. No waiver by City of any violation under this Declaration shall be effective or binding unless and to the extent expressly made in writing by City, and no such waiver may be implied from any failure by City to take action with respect to such violation. No express written waiver of any violation shall constitute a waiver of any subsequent violation in the performance of the same or any other provision of this Declaration.

10. Compliance With Laws. Declarant shall comply with all laws, statutes, ordinances, rules, and regulations of federal, state and local authorities (including, without limitation, City laws of general applicability) having jurisdiction over the Project Site, now in force or hereafter adopted with respect to its use, in the performance of its obligations under this Declaration; provided, however, such compliance obligation as to City laws shall be subject to the terms and conditions of Section 5.6 of the Development Agreement during the DA Term.

11. Litigation Expenses. If City brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against Declarant or the then-owner(s) of the Project Site by reason of a default, or otherwise arising out of this Declaration, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including, but not limited to, reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action. Attorneys' fees under this Section shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. For purposes of this Declaration, reasonable fees of attorneys of City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which City's 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 Office of City Attorney.

12. Binding on Successors; No Merger. This Declaration and the covenants and restrictions set forth herein constitute restrictions and covenants running with the land and shall bind and burden Declarant, in its capacity as owner of the Project Site, and each successor owner and occupier of the Project Site. Declarant may transfer its obligations under this Declaration to a residential, commercial or other management association for the Project Site, but shall remain ultimately responsible for Declarant's rights and obligations under this Declaration; provided, however, that the rights and obligations to a specific Publicly Accessible Private Improvement shall be limited to the owner of the legal parcel on which such Publicly Accessible Private Improvement is located and the owner of the legal parcel of each Building to which such Publicly Accessible Private Improvement is associated, as set forth in Exhibit C.

13. Severability. Should any provision or portion hereof be declared invalid or in conflict with any law, the validity of all remaining provisions shall remain unaffected an in full force and effect.

14. Time. Time is of the essence of this Declaration and each and every part hereof.

15. Term; Amendment. This Declaration shall be effective on the date it is recorded in the Official Records of San Francisco County, shall continue as to each Publicly Accessible Private Improvement and its Open Space Improvements for the life of each Building to which they are specifically associated as set forth in Exhibit C; provided, however, that if this Declaration terminates as to only a portion of Walnut Walk North or Walnut Walk South or a portion of Mayfair Walk, the then owner of the legal parcel to the Building to which such portion had been associated shall provide a reasonable connection across such legal parcel to provide for continued public pedestrian access between the remaining portions of Walnut Walk North and Walnut Walk South or the remaining portions of Mayfair Walk, as applicable. [To be discussed if this should include the Pine Street Steps, Walnut Court and Walnut Drive] Notwithstanding anything to the contrary in the foregoing sentence, if Declarant does not build any Building at the Project Site during the DA Term, this Declaration shall automatically terminate on the expiration of the DA Term. This Declaration may be amended or otherwise modified only in a writing signed and acknowledged by Declarant (or its successors in interest to any fee interest of the Project Site) and City.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Declarant and City have executed this Declaration as of the date first written above.

DECLARANT: LAUREL HEIGHTS PARTNERS LLC,
a Delaware limited liability company

By: 3333 California LP,
a Delaware limited partnership,
its Manager

By: PSKS LH LLC,
a Delaware limited liability company,
its General Partner

By: Prado LH LLC,
a California limited liability company,
its Manager

By: _____
Name: Dan Safier
Title: Manager

CITY: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Carol Wong
Deputy City Attorney

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

State of California)
) ss
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
) ss
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of Project Site

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

BEGINNING at a point on the Southerly line of California Street, said point being the Easterly extremity of the curve with a 15 foot radius joining the Easterly line of Laurel Street with the Southerly line of California Street, as shown on "Map of Laurel Heights, filed July 28, 1947, in Map Book "P", at Pages 55 and 56, Official Records of the City and County of San Francisco; running thence North 80°54' East 707.375 feet along the Southerly line of California Street to the Southwesterly boundary of the property of the Standard Oil Company of California; thence South 52°36' 29.74 seconds East along said boundary 232.860 feet; thence Southwesterly along the arc of a curve to the right whose tangent deflects 54°14' 30.74 seconds to the right from the preceding course, radius 425 feet, central angle 34°15'59", a distance of 254.176 feet; thence South 35°54' West tangent to the preceding curve 380.066 feet; thence Southwesterly along the arc of a curve to the right, tangent to the preceding course, radius 65 feet, central angle 37°18' a distance of 42.316 feet to tangency with the Northwesterly line of Euclid Avenue; thence South 73°12' West along said line of Euclid Avenue 312.934 feet; thence leaving said line of Euclid Avenue, and running Southwesterly, Westerly, and Northwesterly along the arc of a curve to the right, tangent to the preceding course, radius 20 feet, central angle 100°48' 01.51", a distance of 35.186 feet; thence Northwesterly along the arc of a reverse curve to the left, parallel to and concentric with and radially distant 6 feet Northeasterly from the Northeasterly line of Laurel Street, as shown on said map of Laurel Heights, radius 4033 feet, central angle 5°31' 20.27", a distance of 388.710 feet; thence Northwesterly along the arc of a compound curve to the left, radius 120 feet, central angle 71°12' 55.45", a distance of 149.153 feet; thence Northwesterly along the arc of a reverse curve to the right, radius 60 feet, central angle 73°38' 14.21', a distance of 77.113 feet to tangency with the Easterly line of Laurel Street; thence North 9°06' West along said line of Laurel Street 127.290 feet to the beginning of the above mentioned curve joining the Easterly line of Laurel Street with Southerly line of California Street; thence Northwesterly, Northerly, and Northeasterly along the arc of a curve to the right, radius 15 feet 90°00', a distance of 23.562 feet to tangency with the Southerly line of California Street and the point of beginning.

APN: **Lot 003, Block 1032**

EXHIBIT B-1

Description of Buildings

[to be attached]

EXHIBIT B-2

Depiction of Buildings and Publicly Accessible Private Improvements



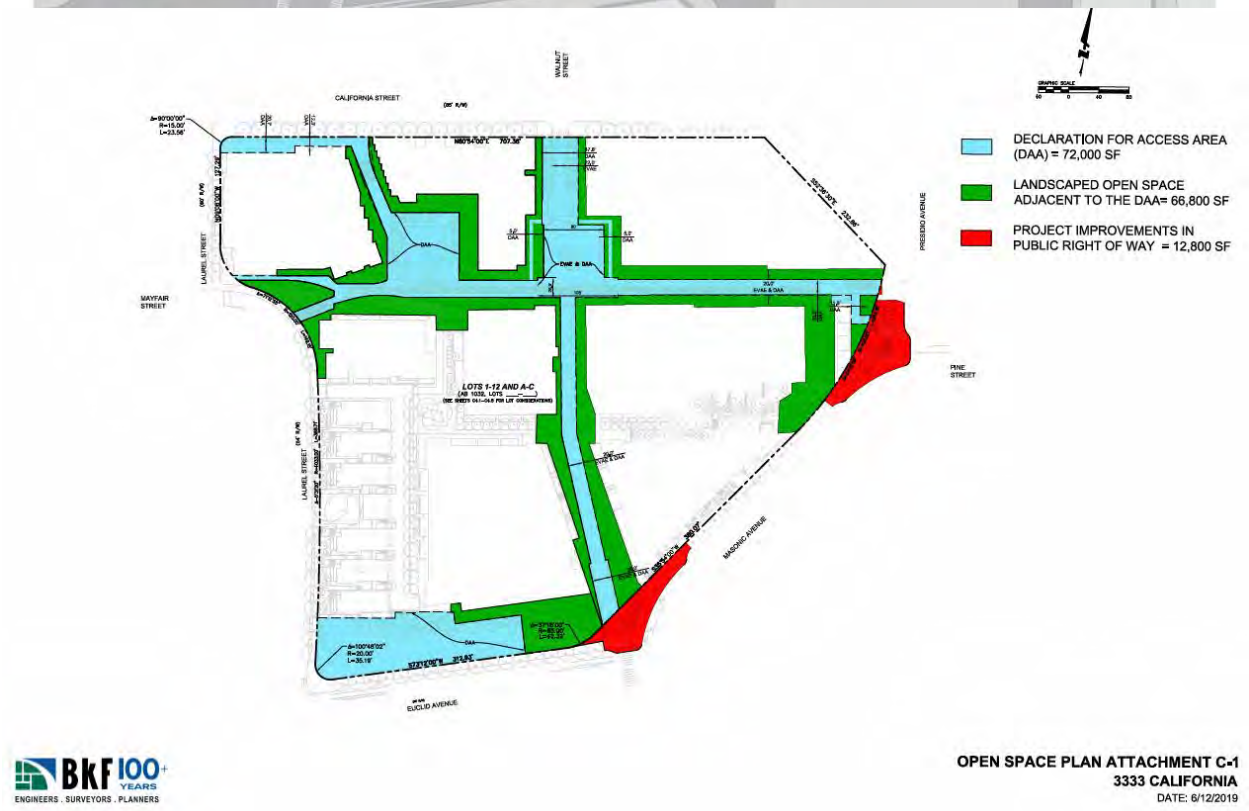


EXHIBIT C

Completion Schedule

Declarant's obligation to construct a Publicly Accessible Private Improvement (as defined below) shall be as follows:

1. Description of Publicly Accessible Private Improvements. Each of the following shall be a "**Publicly Accessible Private Improvement**" and shall collectively be the "**Publicly Accessible Private Improvements**":

a. California Plaza: An approximately 4,290 square foot plaza adjacent to California Street, located in the general area depicted in the attached Exhibit B-2. The improvements will consist of a combination of quality hardscape, planters and seating elements that are adjacent to the abutting public sidewalk and designed to comply with the City's Better Streets policies.

b. Cypress Square: An approximately 12,052 square foot south-facing plaza that will connect to Cypress Stairs and Mayfair Walk, located in the general area depicted in the attached Exhibit B-2. The improvements will consist of the existing mature and healthy Cypress trees identified in the landscape plan attached as _____ (the "**Landscape Plan**"), hardscaped walkways, and a central, paved open plaza area with wood decking, seating and landscaping.

c. Cypress Stairs: An approximately 1,255 square foot pedestrian walkway that will connect pedestrians from California Street to Cypress Square, located in the general area depicted in the attached Exhibit B-2. The improvements will consist of stairs with landscaped planters along the edges.

d. Euclid Green: An approximately 18,004 square foot open space with direct access to the sidewalks on Euclid Avenue and Laurel Street, located in the general area depicted in the attached Exhibit B-2. The improvements will consist of a large, naturally sloping lawn with plantings.

e. Mayfair Walk: An approximately 30,605 square foot east-west pedestrian connector that will connect to Mayfair Drive/Laurel Street to the west and the ADA-accessible Pine Street Stairs to Presidio Avenue to the east, located in the general area depicted in the attached Exhibit B-2. The improvements will consist of an approximately twenty foot (20') wide hardscape pathway with landscaped borders and access to ground floor residential units, seating, stairs, landscaping, and the retained mature and healthy oak trees and new trees identified in the Landscape Plan.

f. Presidio Overlook: An approximately 10,450 square foot open space atop Pine Street Stairs that will be an interconnection and scenic area between the east portion of the Mayfair Walk and the Pine Street Stairs, located in the general area depicted in the attached Exhibit B-2. The improvements will consist of a terrace with trees, planters, and seating.

g. Pine Street Steps: An approximately 7,015 square foot pedestrian walkway that will connect the Presidio Overlook to Pine Street and Masonic Avenue, located in the general area depicted in the attached Exhibit B-2. The improvements will consist of stairs with landscaped planters along the edges. .

h. Walnut Drive and Walnut Court: Approximately 17,825 square feet of open space that will provide direct access to California Street, Mayfair Walk and Walnut Walk, located in the general area depicted in the attached Exhibit B-2. The Walnut Drive improvements will consist of a hardscaped roadway with tree-lined hardscape pedestrian walkways on either side of the paved area, and the Walnut Court improvements will consist of a tree-lined hardscaped vehicular turnaround plaza with a tree feature at the center.

i. Walnut Walk North: Approximately 6,880 square feet of open space that will run through the center of the Project Site from Walnut Court to the southern boundary of the future legal parcels created for Plaza Building A and Plaza Building B, located in the general area depicted in the attached Exhibit B-2. The improvements will consist of an approximately twenty foot (20') wide hardscaped pedestrian pathway with a network of landscaped open spaces and seating. Once Walnut Walk North and Walnut Walk South are completed, they will collectively create the main north-south public pedestrian connection through the Project Site between Masonic and Euclid Avenue to Walnut Court.

j. Walnut Walk South: Approximately 16,850 square feet of open space that will run through the center of the Project Site from the southern boundary of the future legal parcels created for Plaza Building A and Plaza Building B and the intersection at Masonic Avenue and Euclid Avenue, located in the general area depicted in the attached Exhibit B-2. The improvements will consist of an approximately twenty foot (20') wide hardscaped pedestrian pathway with a network of landscaped open spaces and seating. Once Walnut Walk North and Walnut Walk South are completed, they will collectively create the main north-south public pedestrian connection through the Project Site between Masonic and Euclid Avenue to Walnut Court.

k. Alternative Pedestrian Access Paths: Any path constructed under Section 4 below.

2. Installation Schedule. An "**Occupancy Certificate**" means a certificate of occupancy, including any temporary certificate of occupancy. Subject to Section 3 below, Declarant shall complete the construction of the Publicly Accessible Private Improvements as follows:

a. California Plaza. Declarant shall complete construction of California Plaza before the issuance of an Occupancy Certificate (as defined below) for any non-retail portion of the Plaza A Building, which is described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2. Once completed, California Plaza shall be associated with the Plaza A Building.

b. Cypress Square. Declarant shall complete construction of Cypress Square before the issuance of an Occupancy Certificate for any non-retail portion of the Plaza B Building, which is described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2. Once completed, Cypress Square shall be associated with the Plaza B Building.

c. Cypress Stairs. Declarant shall complete construction of the Cypress Stairs before the issuance of an Occupancy Certificate for any non-retail portion of the later of the Plaza A Building or the Plaza B Building. Once completed, Cypress Stairs shall be associated with the Plaza A Building and the Plaza B Building.

d. Euclid Green. Declarant shall complete construction of Euclid Green before the issuance of an Occupancy Certificate for the Project's final Building; provided, however, that if the Declarant receives an Occupancy Certificate for any Building without completing all proposed Buildings during the DA Term, then Euclid Green shall be completed by the end of the DA Term. Once completed, Euclid Green shall be associated with the Euclid Building or, if the Euclid Building has not been constructed, it shall be associated with the legal parcel of the constructed Building that is closest to Euclid Green on the expiration of the DA Term. For purposes of the foregoing sentence, if the closest constructed Building to Euclid Green is one of the Laurel Townhomes, as described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2, then Euclid Green shall be associated with the parcels for each of the constructed Laurel Townhomes.

e. Mayfair Walk. Declarant shall complete construction of Mayfair Walk in the following segments:

i. The segment adjacent to the Mayfair Building (described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2) and the Plaza A Building must be completed before the issuance of an Occupancy Certificate for any non-retail portion of the later of Mayfair Building or the Plaza A Building. Once completed, such segment shall be associated with the Mayfair Building and the Plaza A Building.

ii. The segment adjacent to the Mayfair Building and the Plaza A Building must be completed before the issuance of an Occupancy Certificate for any non-retail portion of the later of Mayfair Building or Plaza A Building. Once completed, such segment shall be associated with the Mayfair Building and the Plaza A Building.

iii. The segment adjacent to the Plaza B Building and the Center A Building (described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2) must be completed before the issuance of an the Occupancy Certificate for any non-retail portion of the later of the Plaza B Building or the Center A Building, and the completion of the Center B Building, as applicable. Once completed, such segment shall be associated with the Plaza B Building and the Center A Building.

f. Pine Street Steps. Declarant shall complete construction of the Pine Street Steps before the issuance of an Occupancy Certificate for any non-retail portion of the Center Building B. Once completed, the Pine Street Steps shall be associated with Center Building B.

g. Presidio Overlook. Declarant shall complete construction of the Presidio Overlook before the issuance of an Occupancy Certificate for any non-retail portion of the Center Building B. Once completed, Presidio Overlook shall be associated with Center Building B.

h. Walnut Drive and Walnut Court. Declarant shall complete construction of Walnut Drive and Walnut Court before the later to occur of the issuance of an Occupancy Certificate for any non-retail portion of the Plaza B Building or the Walnut Affordable Housing Building (described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2). Once completed, Walnut Drive and Walnut Court shall be associated with the Plaza B Building and the Walnut Affordable Housing Building.

i. Walnut Walk North. Declarant shall complete construction of Walnut Walk North before the later to occur of the issuance of an Occupancy Certificate for any non-retail portion of the Center A Building or the Center B Building. Once completed, Walnut Walk North shall be associated with the Center A Building and the Center B Building

j. Walnut Walk South. Declarant shall complete construction of Walnut Walk South before the later to occur of the issuance of an Occupancy Certificate for any non-retail portion of the Euclid Building (described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2) or the Masonic Building (described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2). Once completed, Walnut Walk South shall be associated with the Euclid Building and the Masonic Building.

3. Delayed Completion. Notwithstanding anything to the contrary in Section 2 above, if Declarant wishes to receive the first Occupancy Certificate for the non-retail portion of any of the buildings described in Section 2 above before completing its associated Publicly Accessible Private Improvement, Declarant may complete that associated Publicly Accessible Private Improvement at a later time by providing to the City, prior to issuance of the first Occupancy Certificate for any non-retail portion of that building, a surety performance bond or other security in form acceptable to the City and in an amount equal to 100% of the reasonably estimated cost to complete that Publicly Accessible Private Improvement as required in this Declaration, and shall diligently and continuously pursue that Publicly Accessible Private Improvement to completion following which such bond will be released.

4. Alternative Pedestrian Access. If Declarant receives an Occupancy Certificate for any Building without completing all proposed Buildings during the DA Term that would otherwise require the completion of Walnut Walk North, Walnut Walk South, and Mayfair Walk as described above, then Declarant, in conjunction with the Planning Department, shall design an alternative plan for pedestrian access that seeks to achieve similar pedestrian access and widths as Walnut Walk North, Walnut Walk South, and Mayfair Walk, but takes into account then then-current on-site conditions, including locations of improvements and the Project Site's topography, and the Declarant shall construct such alternative plan improvements prior to the end of the DA Term. On their substantial completion, such alternative plan improvements shall be Open Space Improvements and the portion of the Project Site improved with such alternative plan improvements shall be a Publicly Accessible Private Improvement.

EXHIBIT D

Regulations Regarding Access and Maintenance of Publicly Accessible Private Improvements

These Regulations Regarding Access and Maintenance of Publicly Accessible Private Improvements (these "Regulations") shall govern the use, maintenance, and operation of each completed Publicly Accessible Private Improvement as defined in the attached Exhibit C.

1. Permitted Uses. Upon completion of a Publicly Accessible Private Improvement in accordance with this Declaration, Declarant shall make that Publicly Accessible Private Improvement available for the use, enjoyment and benefit of the public for open space and recreational purposes in accordance with these Regulations, including, without limitation, (i) quiet contemplation and rest without the use of audible electronic devices (although headphones are permitted), (ii) pedestrian access through the Project Site from one Project Site boundary to the others (bicycles, scooters, skateboards and the like to be walked, not ridden on site for safety reasons), and (iii) short term use of designated seating areas (excluding planter walls and/or landscaped areas). These Regulations do not require Declarant to make its Publicly Accessible Private Improvement available to the public for more than open space and recreational purposes.

2. Prohibited Use. The following shall be prohibited in any Publicly Accessible Private Improvement, (i) smoking of any form, including cigarettes, cigars, pipes, e-cigarettes and smokeless cigarettes (including tobacco or other controlled substances), (ii) consumption or possession of open alcoholic beverages (unless permitted by special permit), (iii) camping or sleeping, (iv) climbing or affixing items to trees, other landscaping, furniture or infrastructure, (v) disorderly conduct, as defined in Article 4 of the City's Park Code, as amended from time to time, (vi) building fires or cooking (unless permitted by special permit), (vii) peddling or vending merchandise (unless permitted by special permit), (viii) temporary structures or installations (unless permitted by special permit), (ix) littering or dumping of waste, (x) removal of plants, soil, furniture, or other facilities of the open space, (xi) graffiti or the damage or destruction of property, and (xii) amplified sound. Declarant may limit off-leash animals to designated areas but shall permit leashed animals, including leashed service animals, in the Publicly Accessible Private Improvements. Organized sporting events are not permitted in the Publicly Accessible Private Improvements due to their slope and limited size. However, active recreation (e.g., kicking a soccer ball or throwing a football) among groups of up to four (4) people shall be permitted on Euclid Green provided it does not endanger other users of Euclid Green. Declarant may use a completed Publicly Accessible Private Improvement for temporary construction staging related to adjacent development on the Project Site (during which time the subject Publicly Accessible Private Improvement shall not be used by the public) to the extent that such construction is contemplated under, and performed in accordance with, the Development Agreement, the Approvals (as defined in the Development Agreement), and any Later Approvals (as defined in the Development Agreement).

3. No Discrimination. Declarant shall not discriminate against or segregate any person, or group of persons, on account of the basis of fact or perception of a person's race, color,

creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or acquired immune deficiency syndrome, HIV status, weight, height, medical condition, or association with members of any of the foregoing classes, in the use, occupancy, tenure, or enjoyment of a Publicly Accessible Private Improvement.

4. Maintenance Standard. Each Publicly Accessible Private Improvement shall be operated, managed, and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof.

5. Temporary Closure. Declarant shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close a Publicly Accessible Private Improvement to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as Declarant reasonably deems necessary to address either of the circumstances below:

   a. Emergency; Public Safety. In the event of an emergency or danger to the public health or safety created from whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest, unlawful assembly, or loitering). Declarant may temporarily close a Publicly Accessible Private Improvement (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security, and the protection of persons and property.

   b. Maintenance and Repairs. Declarant may temporarily close a Publicly Accessible Private Improvement (or affected portions thereof) in order to make any repairs or perform any maintenance as Declarant, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate that Publicly Accessible Private Improvement; provided such closure may not impede emergency vehicle access.

6. Operation of the Publicly Accessible Private Improvement. Each Publicly Accessible Private Improvement shall be open and accessible to the public seven (7) days per week during the daylight hours (or 30 minutes prior to sunset) (the "Operating Hours"), unless reduced hours are (i) approved in writing by the City, (ii) otherwise expressly provided for in this Declaration (including, without limitation, Paragraphs 4 and 5(b) of these Regulations), or (iii) reasonably imposed by Declarant, with the City's reasonable consent, to address security concerns. None of the Publicly Accessible Private Improvements shall be closed to the public during Operating Hours for special events. No person shall enter, remain, stay, or loiter in a Publicly Accessible Private Improvement when it is closed to the public, except persons authorized in conjunction with a temporary closure, authorized service and maintenance personnel, or an authorized resident, guest or employee of the project.

7. Signs. Declarant shall post signs at the major public entrances to each Publicly Accessible Private Improvement, indicating that it is a privately-owned public open space in accordance with all laws and signage requirements. The signs, at a minimum, shall indicate the public right to use the space in accordance with these Regulations, setting

forth the applicable regulations imposed by these Regulations, hours of operation, and a telephone number to call regarding security, management or other inquiries. [To be discussed additional details needed to ensure visibility/ legibility of signs]

8. Permissive Use. Declarant may post at each entrance to each Publicly Accessible Private Improvement, or at intervals of not more than 200 feet along the boundary, signs reading substantially as follows: "Right to pass by permission, and subject to control of owner: Section 1008, Civil Code." Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of the Publicly Accessible Private Improvement for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in the Publicly Accessible Private Improvement other than the rights and interests expressly granted in this Declaration. The right of the public or any person to make any use whatsoever of a Publicly Accessible Private Improvement or any portion thereof is not meant to be an implied dedication for the benefit of, or to create any rights or interests in, any third parties.

9. Arrest or Removal of Persons. Declarant shall have the right (but not the obligation) to use all lawful means to effect the removal of any person or persons who creates a public nuisance or causes safety concerns for the occupants or neighbors of the Project, or who otherwise violates the applicable rules and regulations, or who commits any crime including, without limitation, infractions or misdemeanors, in or around a Publicly Accessible Private Improvements. To the extent permitted by law, Declarant may prohibit members of the public who have repeatedly broken the Regulations in any material respect from entering the Publicly Accessible Private Improvements, and if such person enters a Publicly Accessible Private Improvement, may ask such person to leave the Publicly Accessible Private Improvement. Declarant shall have the right to exercise its power and authority as owner consistent with other publicly accessible but privately-owned areas in the City, such as other privately owned public open space.

10. Project Security During Period of Non-Access. Declarant shall have the right to block entrances to install and operate security devices and to maintain security personnel in and around the Publicly Accessible Private Improvements to prevent the entry of persons or vehicles during the time periods when public access to a Publicly Accessible Private Improvement or any portion thereof is restricted or not permitted. Subject to the access requirements for City's emergency vehicles, as described in the Subdivision Map, and Declarant's obligations under Applicable Law, Declarant shall have a right to install permanent architectural features that serve as security devices such as gates, fences and bollards, and close such devices during non-operating hours or during periods of closure as identified in these Regulations. Design of such devices shall be subject to approval by the San Francisco Planning Department which shall not be unreasonably withheld and subject to any permits required under Applicable Law. Such design review by the San Francisco Planning Department shall not be construed as a change in entitlement and shall not be subject to a planning application or require a separate entitlement. It shall not be unreasonable for the Planning Department to withhold its consent if any such devices would impede emergency access that may be required under Applicable Law or in the Approvals. Nothing shall restrict Declarant's right to install security cameras and monitoring devices anywhere on the Project.

11. Removal of Obstructions. Declarant shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on a Publicly Accessible Private Improvement deemed to be an obstruction, interference, or restriction of use of that Publicly Accessible Private Improvement for the purposes set forth in this Declaration, including, but not limited to, personal belongings or equipment in a Publicly Accessible Private Improvement during hours when public access is not allowed pursuant to these Regulations.

12. Temporary Structures. Subject to Declarant's right to use a Publicly Accessible Private Improvement for temporary construction staging related to adjacent development as set forth in Paragraph 1 of these Regulations, no trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Publicly Accessible Private Improvements at any time during Operating Hours, either temporarily or permanently.

Exhibit D

Affordable Housing Program

This Exhibit D describes the affordable housing program for the Project (the "**Housing Plan**"). All initially-capitalized, undefined terms used in this Exhibit D shall have the meanings given to them in the Development Agreement to which it is attached.

Recognizing the City's pressing need for housing – market rate and affordable - the Developer has agreed to (1) increase the total number of residential units for the Project from the 558 residential units initially proposed to 744 residential units; (2) construct 185 studio and one-bedroom affordable residential units for Senior Households at the Project Site (the "**BMR Units**") in order to make 25% of the Project residential units affordable, rather than the Section 415 (as defined below) requirement of providing 18% on-site affordable residential units or paying the City in-lieu affordable housing fees, together with 1 Manager Unit (as defined below); and (3) fund all predevelopment costs and gap financing required to complete the BMR Units.

The BMR Units will be deed-restricted to be affordable to qualified senior households with an average income not more than 59% of MOHCD AMI (as defined below) and will be constructed before the Developer can receive a CofO (as defined below) on more than three hundred eighty-six (386) Market Rate Units (as defined below).

1. Definitions.

"**Adjustment Date**" means each anniversary of the Effective Date.

"**Affordable Housing Developer**" means Mercy Housing California, a non-profit California corporation, or any other non-profit affordable housing developer with experience developing and operating affordable housing in San Francisco.

"**Affordable Rent**" means a monthly rental charge for a BMR Unit (including the Utility Allowance applicable to the Household Size of such BMR Unit but excluding parking charges if a Parking Space is allocated to such BMR Unit) that does not exceed thirty percent (30%) of the maximum MOHCD AMI permitted for such BMR Unit, based on Household Size.

"**Approved Legal Description**" means a legal description of the Walnut Land that substantially conforms to the depiction attached as Attachment D-1 and is approved by the City's Director of Property and the MOHCD Director.

"**CofO**" means a first certificate of occupancy issued by City's Department of Building Inspection, including any temporary certificate of occupancy.

"**CPI Increase**" means, for the first Adjustment Date, the difference between the published CPI Index in effect at the time of the first Adjustment Date and the published CPI Index in effect at the time of the Effective Date. For each following Adjustment Date, the "CPI Increase" means the difference between the published CPI Index in effect at the time of an

applicable Adjustment Date and the published CPI Index in effect at the time of the immediately-preceding Adjustment Date.

"**CPI Index**" means the Consumer Price Index for All Urban Consumers (base years 1982-1984 = 100) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics or, if the Consumer Price Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

"**Development Agreement**" shall mean the body of the Development Agreement to which this Housing Plan is attached.

"**Development Fee Deferral Surcharge Rate**" means an amount determined by DBI under Building Code Section 107A.13.3.2.

"**First Construction Document**" shall be as defined in San Francisco Building Code Section 107A.13.1(a)(8).

"**Fair Market Value**" shall have the meaning given such term in Attachment D-2.

"**Household**" means one or more related or unrelated individuals who live together or intend to live together in a Senior Unit as their primary dwelling.

"**Household Size**" means the number of persons in a Household as calculated under the MOHCD Manual.

"**Housing Entity**" means a limited partnership with the Affordable Housing Developer (or a subsidiary entity owned or controlled by Affordable Housing Developer) as the general partner.

"**HUD**" means the United States Department of Housing and Urban Development, or any successor agency.

"**LIHTC**" means the federal low income housing tax credit 4% program.

"**Manager Unit**" means the 2-bedroom unit for the Walnut Affordable Housing Building manager.

"**Market Rate Unit**" means any Project Site residential unit that is not a BMR Unit.

"**MOHCD AMI**" means median income as published annually by MOHCD, which is derived from the income limits determined by HUD for the San Francisco area, adjusted solely for household size but not high housing cost area. If HUD ceases to publish such data for 18 or more months, MOHCD and the Housing Entity will make good faith efforts to agree on other publicly available and credible substitute data for MOHCD AMI.

"**MOHCD Director**" means the Director of the Mayor's Office of Housing and Community Development.

"**MOHCD Manual**" means the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual, as published by MOHCD and as updated from time to time.

"**Outside Date**" means the 12th anniversary of the Effective Date.

"**Ownership Gap Fee**" means an amount equal to (i) the Gross Floor Area (as defined in Planning Code Section 401) for an applicable ownership Market Rate Unit multiplied by (ii) an amount equal to, at the time of calculation, (A) [*insert an amount equal to MOHCD's published under Planning Code Section 415.5(b)(2) as of the effective date of the BOS legislation approving the Development Agreement, currently $199.50 per square foot of Gross Floor Area of residential use*], which shall be adjusted each anniversary of the Effective Date by the CPI Increase multiplied by (B) the lower of (1) [*insert an amount equal to Planning Code Section 415.5 percentage for ownership units as of the effective date of the BOS legislation approving the Development Agreement*] and (2) the percentage of off-site affordable ownership units that would otherwise be used for the Project if calculated under Planning Code Section 415.5(b).

"**Parking Space**" means a parking space assigned to a Senior Unit.

"**Property Covenants**" is defined in Section 2.A.

"**Rental Gap Fee**" means an amount equal to (i) the Gross Floor Area (as defined in Planning Code Section 401) for an applicable rental Market Rate Unit multiplied by (ii) an amount equal to, at the time of calculation, (A) [*insert an amount equal to MOHCD's published under Planning Code Section 415.5(b)(2) as of the effective date of the BOS legislation approving the Development Agreement, currently $199.50 per square foot of Gross Floor Area of residential use*], which shall be adjusted each anniversary of the Effective Date by the CPI Increase, multiplied by (B) the lower of (1) [*insert an amount equal to Planning Code Section 415.5 percentage for rental units as of the effective date of the BOS legislation approving the Development Agreement*] and (2) the percentage of off-site affordable rental units that would otherwise be used for the Project if calculated under Planning Code Section 415.5(b).

"**Section 415**" means the City's Inclusionary Affordable Housing Program (Planning Code Sections 415 and 415.1 through 415.11), as amended from time to time.

"**Senior Households**" means a household that is 62 years old or older, or as otherwise defined by the requirements of any funding source used to construct or operate the Walnut Affordable Housing Building.

"**Substantially Completed**" means, with respect to any Senior Unit, the issuance of a CofO for that Senior Unit.

"**Tax Credit Closing**" means the date by which the Housing Entity has received (i) an LIHTC allocation for the Walnut Affordable Housing Building and (ii) all financing needed to commence and complete the construction of the Walnut Affordable Housing Building.

"**Title Policy**" is defined in Section 4.F.

"**Utility Allowance**" means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

"**Walnut Affordable Housing Building**" is defined in Section 2.A.

"**Walnut Child Care Parcel**" is defined in Section 2.A.

"**Walnut Housing Parcel**" is defined in Section 2.A.

"**Walnut Retail Parcel**" is defined in Section 2.A.

"**Walnut Land**" is defined in Section 2.A.

2. Walnut Affordable Housing Building

A. Description. The 185 BMR Units and the Manager Unit will all be located in a single residential building (the "**Walnut Affordable Housing Building**") that will be located within a condominium parcel (the "**Walnut Housing Parcel**") on the portion of the Project Site depicted as the "Walnut Land" on Attachment D-1 (the "**Walnut Land**"). The Walnut Affordable Housing Building will be comprised only of the BMR Units, the Manager Unit (which shall only be occupied by the Walnut Affordable Housing Building manager or, to the extent permitted under law, other property management staff), and the common and parking area for the BMR Units and Manager Unit. A condominium parcel for retail uses (the "**Walnut Retail Parcel**") and a condominium parcel for child care uses (the "**Walnut Child Care Parcel**") will also be located on the Walnut Land. The Walnut Housing Parcel, the Walnut Retail Parcel, and the Walnut Child Care Parcel will be created through a final map prepared under the Tentative Map as required in the Subdivision Map.

Before obtaining a First Construction Document for any portion of the Project or transferring the Walnut Land or the Walnut Housing Parcel to the Housing Entity, the Developer shall obtain legal descriptions for the Walnut Housing Parcel and the Walnut Child Care Parcel that are reasonably acceptable to City, cause the Walnut Land to be made a separate legal parcel, and record a declaration of restrictions (in a form approved by City and using such approved legal descriptions) that limits the use of the Walnut Housing Parcel to the construction and operation of the Walnut Affordable Housing Building and the Walnut Child Care Parcel to the construction and operation of a child care facility. In connection with the development of the Project, Developer shall have the right to enter into commercially reasonable licenses, easements, covenants, conditions and restrictions, reciprocal easement agreements, and similar agreements that affect the Walnut Housing Parcel to the extent necessary for the use or operation of any portion of the Walnut Housing Parcel (each, a "**Property Covenant**"); provided, however, that (i) Developer shall deliver the final version of each proposed Property Covenant to the MOHCD Director at least thirty (30) days before it is fully executed or recorded in the

Official Records of San Francisco County and (ii) all maintenance, repair, replacement and installation costs to be paid under a Property Covenant for the common area benefitting the Walnut Retail Parcel, the Walnut Housing Parcel, and the Walnut Child Care Parcel shall be proportionately allocated to the owners of the Walnut Retail Parcel, the Walnut Housing Parcel, and the Walnut Child Care Parcel based on the relative size of their respective parcel or any other commercially reasonable allocation that is approved in advance by the MOHCD Director, which approval shall not be unreasonably withheld.

B. Housing Entity. Before commencing the construction of the Project's first Market Rate Unit, the Housing Entity will be formed and the Developer will contribute the Walnut Housing Parcel (subject to the requirements of the Development Agreement) to the Housing Entity. As a non-profit affordable housing developer and operator, the Affordable Housing Developer will operate the Walnut Affordable Housing Building to only serve Senior Households with incomes below 80% of MOHCD AMI, with an overall average of not more than 59% of MOHCD AMI.

C. Financing. The Housing Entity will structure equity and debt financing for construction, and the Developer will fund all predevelopment costs and gap financing required to complete the construction, of the Walnut Affordable Housing Building. The Housing Entity will seek LIHTC and City-issued tax-exempt bond financing for construction. The Developer or the Housing Entity may apply to the following state funding programs for constructing the Walnut Affordable Housing Building without the City's prior written consent: the Multifamily Housing Program (MHP) and the Infill Infrastructure Grant Program (IIG). At the time of such application, the Developer or the Housing Entity shall provide the MOHCD Director with written notification of such application and a commitment that the award of such funding would lower the average MOHCD AMI for the Walnut Affordable Housing Building. Neither the Developer nor the Housing Entity can seek other federal or other state resources for constructing the Walnut Affordable Housing Building without the prior written consent of the MOHCD Director, which consent may be withheld if the award of such funding would not result in a lower average MOHCD AMI for the Walnut Affordable Housing Building or applying for the proposed funding would compete with the application of a MOHCD-supported project. A failure to obtain LIHTC, MHP, IIG, or non-competitive federal or state resources for constructing the Walnut Affordable Housing Building shall not decrease the Developer's affordable housing or other obligations under the Development Agreement. City has no obligation to provide any funding for the Walnut Affordable Housing Building. Developer may collaborate with other entities to obtain additional funding sources to the extent that those sources contribute to the feasibility, production speed, or increase the affordability of the Walnut Affordable Housing Building

D. Project Phasing. The Developer may not obtain CofO for more than three hundred eighty-six (386) Market Rate Units until DBI issues a CofO for the Walnut Affordable Housing Building. In addition, the Developer must obtain a CofO for the Walnut Affordable Housing Building before the expiration of the Term.

E. Equivalency. The Walnut Affordable Housing Building shall be substantially equivalent to the Project's other multi-unit residential buildings in exterior appearance and overall quality of construction. All BMR Units must be wired for telephone, cable, and internet

access and have substantially equivalent interior features and amenities (e.g. balconies, outdoor patios, number of bathrooms) as the studio and 1-bedroom rental Market Rate Units. Equivalency shall be guided by the MOHCD Manual as applicable to this Housing Plan, except that the terms set forth in the Development Agreement (including this Housing Plan) shall prevail (including the parties' agreement that all BMR Units will be studio or 1-bedroom residential units located in the Walnut Affordable Housing Building).

F. Rental; Affordability. The initial rental and re-rental of the BMR Units shall comply with the lottery preferences and other provisions utilized by MOHCD under the MOHCD's Housing Preferences and Lottery Procedures Manual, as published by MOHCD and as each may be updated from time to time, to the extent permitted by law, and the reporting and monitoring requirements of the MOHCD Manual, to the extent permitted by law. The BMR Units must be provided at Affordable Rents and in accordance with the rent requirements in the MOHCD Manual and MOHCD's Hold Harmless Policy for MOHCD's Income Limits and Maximum Rents, effective as of May 3, 2019, as may be updated from time to time. The Developer or the Housing Entity shall record affordability and leasing restrictions that are senior to any financing documents and remain in effect for the life of the Walnut Affordable Housing Building against each of the BMR Units, in a form and priority approved by MOHCD, before their occupancy. The Housing Entity shall carry appropriate insurance to allow for the reconstruction of the Walnut Affordable Housing Building if there is any damage or casualty.

G. Outreach. Given the Project's Site's location, the Parties desire that, to the greatest extent permitted by MOHCD's then-applicable policies and procedures, pre-marketing and marketing programs for BMR Units target residents of Supervisorial District 2 and/or residents residing within three-quarter (0.75) miles of the Project Site. In addition, the Parties desire that residents of District 2 and residents residing within three-quarter (0.75) miles of the Project Site be given the maximum neighborhood preference for leasing of BMR Units permitted under MOHCD's then-applicable policies and procedures.

H. Planning Code Section 415. Except for Planning Code Section 415.6(a)-(f), (h) and (i), the Parties shall implement affordable housing requirements for the Walnut Affordable Housing Building that incorporate the provisions of Planning Code Section 415 and the MOHCD Manual. The following changes shall be deemed to conflict with the Development Agreement and therefore shall not apply to the Project: (i) any increase in the required number or percentage of affordable housing units beyond what is required by the Development Agreement; and (ii) any change in the minimum or maximum AMI percentage levels for the affordable housing pricing or income eligibility. The Parties acknowledge and agree that MOHCD will monitor and enforce the requirements applicable to BMR Units under this Housing Plan in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Housing Plan. To the extent there are implementation issues that have not been addressed in this Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues.

3. Fees. Before obtaining a First Construction Document for any portion of the Project, the parties shall select a mutually-agreeable third-party escrow (the "**Escrow Account**") to hold and disburse the Rental Gap Fees and Ownership Gap Fees under the requirements of this Housing Plan. Subject to the last sentence of this Section, for each Market Rate Unit the Developer

commences to construct before the Tax Credit Closing, the Developer shall, at its sole election, either deposit an amount equal to the Rental Gap Fee or Ownership Gap Fee, as applicable, for that unit in the Escrow Account before obtaining a First Construction Document for that unit, or deposit an amount equal to the Rental Gap Fee or Ownership Gap Fee, as applicable, for that unit and the Development Fee Deferral Surcharge for such Rental Gap Fee or Ownership Gap Fee (as calculated by DBI at the time of the Developer deposits such Rental Gap Fee or Ownership Gap Fee) in the Escrow Account between obtaining the First Construction Document and the CofO for that unit.

At any time within thirty (30) days after Developer's written request (accompanied by reasonable supporting materials), City shall authorize the release of funds from the Escrow Account to reimburse Developer for reasonable and customary Walnut Affordable Housing Building pre-development costs incurred prior to the Tax Credit Closing, such as, but not limited to, design drawings, schematic drawings, and commercially reasonable costs for financing that expedites the construction of the Walnut Affordable Housing Building. If the Tax Credit Closing occurs, all remaining funds in the Escrow Account needed to finance the construction of the Walnut Affordable Housing Building shall be disbursed to pay construction and development costs that are approved by the Walnut Affordable Housing Building construction lender at the time such costs are due and payable. If the Developer provides reasonable documentation to City that there are excess Escrow Account funds that are not required to finance the construction of the Walnut Affordable Housing Building, such excess Escrow Account funds shall be disbursed to the Developer.

If the Tax Credit Closing does not occur by the Outside Date, subject to extension for any applicable Excusable Delay, then City shall have the right to receive the Escrow Account funds by delivering written notice to the Escrow Account holder any time after the Outside Date for deposit in City's Citywide Affordable Housing Fund established in San Francisco Administrative Code Section 10.100-49. Within three (3) business days of receiving such written notice, the Escrow Account holder shall deliver the funds to the address specified by the MOHCD Director.

4. Transfer of Walnut Land to City.

A. Transfer Notice. If the Tax Credit Closing does not occur by the Outside Date, subject to extension for any applicable Excusable Delay, and construction of any Building occurs during the Term, then City shall have the right to acquire, and Developer agrees to transfer to the City, fee ownership of the Walnut Land pursuant to the form of grant deed (the "**Grant Deed**") attached as Attachment D-3, with the Approved Legal Description attached to it as Exhibit A. City shall have the right to exercise its right to acquire the Walnut Land by giving Developer, between the Outside Date and the last day of the Term, written notice of the City's request to acquire the Walnut Land pursuant to this Section (the "**Transfer Notice**"). If City receives the Walnut Land pursuant to this Section, and Developer later obtains all financing needed to commence and complete construction of retail improvements on the Walnut Retail Parcel (or child care improvements on the Walnut Child Care Parcel) prior to City's receipt of a First Construction Document for the Walnut Affordable Housing Building, City shall transfer fee ownership of the Walnut Retail Parcel or the Walnut Child Care Parcel, as applicable, to Developer within ten (10) business days of Developer's receipt of a First Construction Document for such improvements.

B. Developer's Representations. Developer represents that it has the full right to make the commitments set forth in this Section without the consent or approval of any third party (or, if required, Developer has obtained all necessary consents and approvals).

C. Subordination; Condition of Title. The rights of any Mortgagee secured by a Mortgage that encumbers all or part of the Walnut Land shall be subordinate to the City's rights under this Housing Plan. The City accepts the condition of the Walnut Land's title subject only to the matters described on the attached Attachment D-4, any additional matter that is approved in writing by the MOHCD Director in his or her sole and absolute discretion, and any Property Covenant that complies with the requirements of Section 2.A above. Developer further agrees to deliver the Walnut Land to the City generally in the condition that it is in on the Effective Date, provided it shall be free of all tenants and occupants. The Developer agrees that all contracts entered into by the Developer relating to the Walnut Land shall be terminated by Developer, at no cost to City, on or before the transfer unless the City agrees to assume the same.

D. Cooperation. The Developer agrees to cooperate with City and to take all such actions as may be needed to promptly transfer the Walnut Land to City as set forth in this Section. To secure the Developer's obligations under this Section, before obtaining a First Construction Document for any portion of the Project or transferring the Walnut Land or the Walnut Housing Parcel to the Housing Entity, the Developer shall deliver a duly executed and acknowledged deed of trust to the City in substantially the form attached as Attachment D-5, with the Approved Legal Description attached to it as Exhibit A. City shall have the right to record the deed of trust in the Official Records of San Francisco County. There will be no conditions or City obligations relative to the Developer's transfer of the Walnut Land to City, and the form of any other transfer documents other than the Grant Deed needed to transfer fee ownership of the Walnut Land to City in the manner contemplated in this Section (collectively, the "**Transfer Documents**") will be subject to the reasonable approval of the Director of Property and the MOHCD Director, following consultation with the City Attorney's Office. By approving the Development Agreement, the City's Board of Supervisors authorizes the City's Director of Property and the MOHCD Director to enter into the Transfer Documents, if any, without additional action by City's Board of Supervisors as long as the Transfer Documents are consistent with the terms outlined in this Section.

E. Costs and Fees. The Developer shall pay (1) all actual costs incurred by the City relating to the negotiation of Transfer Documents, if any, and all transfer taxes, recording fees, and escrow fees, and (2) the premium for the CLTA Title Policy. The Developer shall further indemnify the City for all costs and losses, including reasonable attorney's fees and costs, resulting from (i) any claim with respect to the Walnut Land relating to the period before the transfer of the Walnut Land to City, (ii) any contest to the Developer's right to transfer the Walnut Land as contemplated by this Section, and (iii) any failure by the Developer to satisfy the requirements of this Section. This indemnification shall survive the transfer of the Walnut Land to City.

F. Closing. The Developer shall have a period of 60 days after Developer's receipt of the Transfer Notice (the "**Closing Period**") to (i) provide to City a CLTA policy of title

insurance, insuring City's fee interest in the Walnut Land in an amount equal to the fair market value of the Walnut Land, as reasonably determined by City, with only the exceptions permitted under Section 4.C above (the "**Title Policy**"), and (ii) to execute and deliver the Grant Deed and the Transfer Documents, if any, to City. Within 7 days after the City's receipt of the Title Policy, the duly executed and acknowledged Grant Deed, and, if any, the Transfer Documents, duly executed and acknowledged as applicable, City shall execute and return one (1) fully executed original of any Transfer Document to the Developer.

G. City's Remedies. If the Developer fails to transfer the Walnut Land to City in accordance with this Section, then City shall have the right to specific performance to compel the transfer of the Walnut Land to City in accordance with this Section or to exercise its rights under the Deed of Trust to foreclose and take title to the Walnut Land. Following any specific performance to transfer the Walnut Land to City or any foreclosure of the Walnut Land by City under the Deed of Trust, Developer's obligations under this Section shall be satisfied; provided if the Developer is not able to transfer the Walnut Land to City in the condition required by this Section (a "**Condition Preventing Transfer**"), then City, as its sole remedy for a Condition Preventing Transfer, shall instead accept an in lieu payment in the amount of Fair Market Value. City's exercise of its remedy for a Condition Preventing Transfer shall be by delivering written notice of such exercise to Developer, with a statement explaining the basis for the determination that the Walnut Land cannot be transferred in accordance with this Section. If City delivers such notice, the Developer shall pay City an in lieu payment in the amount of Fair Market Value made within 60 days following the determination of the Fair Market Value. Any failure by Developer to make such in lieu payment when due shall accrue interest at 10% per annum from the date it is due until paid.

H. Fulfillment of Developer's Obligations. On City's receipt of (i) fee ownership of the Walnut Land through an action for specific performance or foreclosure under the Deed of Trust or a payment of an in lieu payment due to a Condition Preventing Transfer, and (ii) the funds deposited in the Escrow Account as required in Section 3 above, City shall have no further rights or remedies under the Development Agreement resulting from Developer's failure to timely commence or complete construction of the Walnut Affordable Housing Building. If the Developer obtains a First Construction Document for any Market Rate Unit after the Outside Date, nothing in the foregoing sentence shall limit the Developer's obligation to pay the fee calculated under Section 415.5 for such Market Rate Unit.

5. Costa-Hawkins Rental Housing Act

A. Non-Applicability of Costa-Hawkins Act. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 et seq. (the "**Costa-Hawkins Act**"), provides for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (Section 1954.52(b)). The Parties agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental

charges for the BMR Units. The Development Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because the Development Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into the Development Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code Section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code Section 1954.52(b) for the reasons specified above.

B. General Waiver. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of the Development Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act (as the Costa-Hawkins Act may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, the Parties acknowledge and that they are important elements of the consideration for the Development Agreement and the Parties should not have the benefits of the Development Agreement without the burdens of the Development Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be an Event of Default and City shall have the right to terminate the Development Agreement in its entirety.

C. Notification. Developer shall notify any potential buyer of all or part of the Project Site of the provisions of this Housing Plan. By acquiring any interest in the Project Site, a buyer agrees to these provisions, and agrees to the specific waiver, releases and indemnifications set forth herein. If Developer fails to notify a buyer of these provisions and a buyer alleges that it is not subject to the requirements of this Housing Plan because it was not made aware of these provisions before it acquired an interest in the Project Site, the Developer shall indemnify and defend the City against any and all claims or losses resulting from such allegation.

6. Nondiscrimination Based on Section 8, Household Size, or Source of Income

For all housing units within the Project Site, Developer shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Act (42 U.S.C. §1437 et. seq.), or any successor program or similar federal, state or local governmental assistance program. Developer shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective tenants. Developer shall not collect security deposits or other deposits from Section 8 certificate or voucher holders in excess of that allowed under the Section 8 program. Developer shall not discriminate against tenant applicants on the basis of legal source of income (e.g., TANF, Section 8 or SSI), and Developer shall consider a prospective tenant's previous rent history of at least one year as evidence of the ability to pay the applicable rent (i.e., ability to pay shall be demonstrated if such a tenant can show that the same percentage or more of the tenant's income has been consistently paid on time for rent in the past as will be required to be paid for the rent applicable to the unit to be occupied, provided that such tenant's expenses have not increased materially).

Exhibit D-1

Depiction of Walnut Land

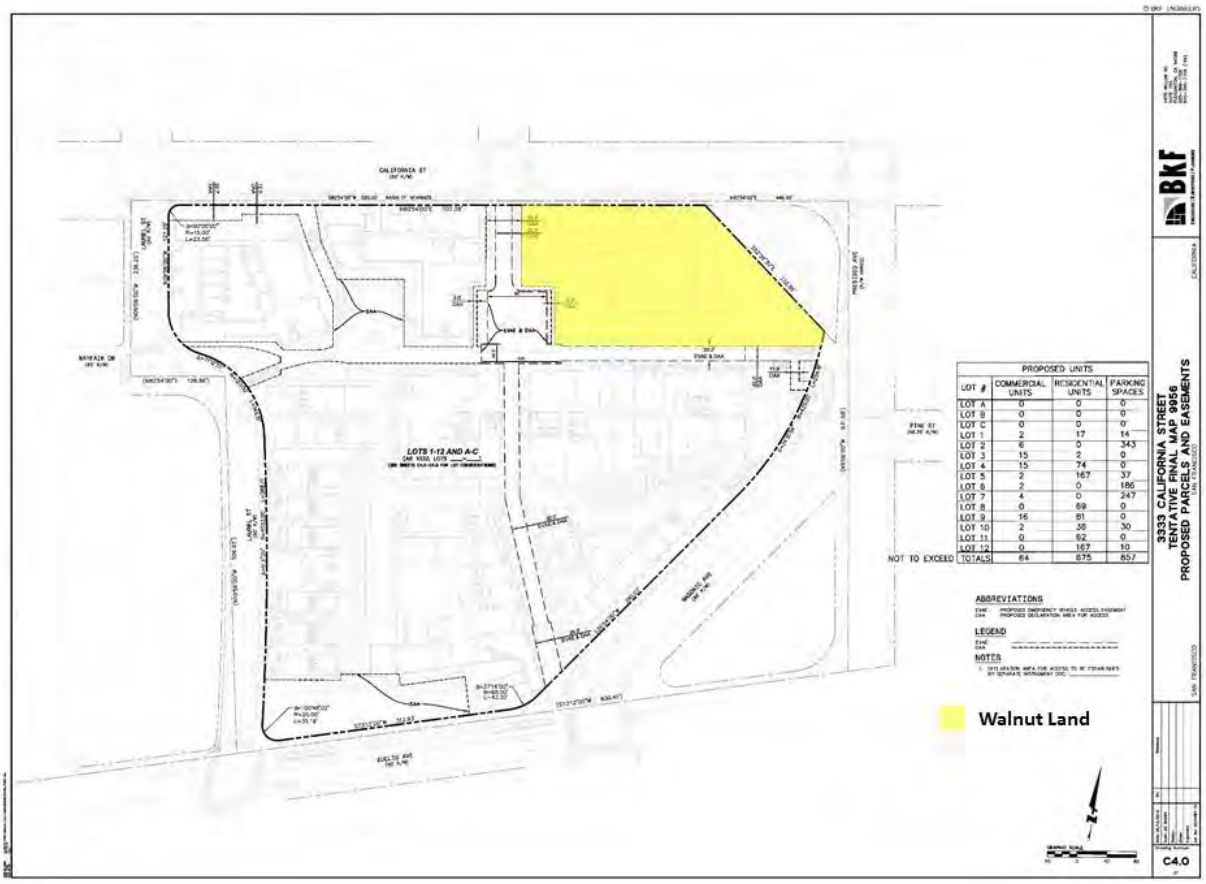


Exhibit D-2

Appraisal Process

1. Arbitration for Fair Market Value.

1.1 Appointment. Each Party shall appoint one (1) Appraiser (as defined below) within thirty (30) days after City delivers written notice to Developer that the arbitration provisions of this Exhibit have been invoked (the "Initial Selection Period"). Upon selecting its Appraiser, a Party shall promptly notify the other Party in writing of the name of that Appraiser. Each Appraiser selected by a Party under this Section shall be an "Initial Appraiser".

An "Appraiser" shall mean a competent and licensed appraiser who is qualified by training and experience in the City and County of San Francisco and a member in good standing of the Appraisal Institute and designated as a MAI, or, if the Appraisal Institute no longer exists, shall hold the senior professional designation awarded by the most prominent organization of appraisal professionals then awarding such professional designations. An Appraiser may have a prior working relationship with either or both of the Parties, provided that such working relationship shall be disclosed to both Parties. Without limiting the foregoing, an Appraiser shall have at least ten (10) years' experience valuing multi-family residential real estate that is in the City and County of San Francisco and substantially similar product-type to the Walnut Affordable Housing Building (i.e., affordable senior housing and condominium airspace interests or similar property interests such as ground leases) required for the Walnut Affordable Housing Building. If a Party fails to appoint its Appraiser within the Initial Selection Period, the Initial Appraiser appointed by the other Party shall individually determine the Fair Market Value in accordance with the provisions hereof.

1.2 Instruction and Completion. The term "Fair Market Value" shall mean the then current fair market value of the Walnut Land, as determined pursuant to this Exhibit. Each Initial Appraiser will make an independent determination of the Fair Market Value. The following instructions shall govern the preparation and delivery of each appraisal report giving the respective Initial Appraiser's opinion of the Fair Market Value. The Parties may supplement or modify these instructions upon mutual agreement. Each final opinion of value will be stated in a self-contained[1] appraisal report based on a comprehensive study and analysis and setting forth, in detail, all data, analysis, and conclusions necessary and typical of a complete, self-contained appraisal report in compliance with the current version of the Uniform Standards of Professional Appraisal Practice ("USPAP"). The appraisal report will include the Initial Appraiser's final opinion of the Fair Market Value stated as a specific dollar figure. The Walnut Land shall be appraised based on the actual residential project that it is entitled for at the time of Appraisal consistent with the zoning and all conditions on the Walnut Land and assuming that the following apply to the Walnut Land: (i) the Approvals (as such term is defined in the Development Agreement), including, without

[1] As of 2014, USPAP replaced the terminology of "Restricted Use, Summary and Self Contained", and replaced the report content types with two types, "Appraisal Report" and "Restricted Appraisal Report." The reference to "Self Contained" in V, Appraisal Standards, refers to the meaning it had prior to 2014. Also, the reference to "Complete" appraisal has the meaning that it did prior this term being removed officially from USPAP, i.e. essentially that no relevant and applicable valuation approaches or methodologies may be excluded (and the rationale for any approach excluded be provided).

limitation, the applicable conditions of approval and any notices of special restrictions, (ii) the Development Agreement (subject to the eventual expiration thereof), (iii) permitted exceptions to title, (iv) the final subdivision map, (v)covenants, conditions and restrictions, reciprocal easement agreements and similar agreements regarding operation and use of condominium airspace parcels on the Walnut Land, regardless of whether such agreements are then in effect, it being agreed that the Walnut Land will be subject to such agreements in a commercially reasonable form, (v) applicable zoning, (vi) applicable development impact fees, (vii) its then-current "as-is", "where-is" condition, provided the only exceptions to title will be those described in Section 4.C of Exhibit D to the Development Agreement and (viii) such other documents and restrictions that the Parties mutually agree to present to the Initial Appraisers (or the Initial Appraiser if there is only one) during the appraisal process. The Fair Market Value will be determined as if the Walnut Land were served by streets and utilities but otherwise vacant and unimproved by any structures, buildings, improvements, fixtures, additions, alterations, and betterments of whatsoever nature or description. For clarity, it is understood that the Walnut Land valuation shall take into consideration the actual costs and expenses necessary for the improvements to specifically serve the Walnut Land. Each Initial Appraiser will use sales comparisons to estimate value, presented in individual write-up sheets. Each Initial Appraiser shall adhere to USPAP direction pertaining to comparable sales requiring extraordinary verification and weighting considerations. If there is more than one Initial Appraiser, the Initial Appraisers may share and have access to objective information in preparing their appraisals, but they will independently analyze the information in their determination of the Fair Market Value, and neither of the Initial Appraisers shall have access to the appraisal of the other (except for the sharing of objective information contained in such appraisals) until both of the appraisals are submitted in accordance with the provisions of this Section. Neither Party shall communicate with the Initial Appraiser selected by the other Party regarding the instructions contained in this Section before the Initial Appraisers complete their appraisals. If an Initial Appraiser has questions regarding the instructions in this Section, such Initial Appraiser shall use his or her own professional judgment and shall make clear all assumptions upon which his or her professional conclusions are based, including any supplemental instructions or interpretative guidance received from the Party appointing such Initial Appraiser. There shall not be any arbitration or adjudication of the instructions to the Initial Appraisers contained in this Section. Each Initial Appraiser shall complete, sign and submit its written appraisal setting forth the Fair Market Value to the Parties within sixty (60) days after the appointment of the last of the Initial Appraisers (or if only one Initial Appraiser is selected, within sixty (60) days after the expiration of the Initial Selection Period).

If only one Initial Appraiser is selected during the Initial Selection Period, then the Fair Market Value shall be the figure in such Initial Appraiser's appraisal. If two Initial Appraisers are selected during the Initial Selection Period, and the higher appraised Fair Market Value is not more than one hundred ten percent (110%) of the lower appraised Fair Market Value, then the Fair Market Value shall be the average of such two (2) Fair Market Value figures.

1.3 Potential Third Appraiser. If two Initial Appraisers are selected during the Initial Selection Period, and the higher appraised Fair Market Value is more than one hundred ten percent (110%) of the lower appraised Fair Market Value, then the Initial Appraisers shall agree upon and appoint an independent third Appraiser meeting the requirements for an Appraiser specified in Section 1.2 within thirty (30) days after the appraisals of both of the Initial Appraisers have been

submitted to the Parties in accordance with the following procedure. The Initial Appraisers shall inform the Parties of their appointment of the proposed third Appraiser at or before the end of such thirty (30)-day appointment period. Each Party shall have the opportunity to question the proposed third Appraiser, in writing only, as to his or her qualifications, experience, past working relationships with the Parties, and any other matters relevant to the appraisal. Either Party may, by written notice (given within three (3) business days after receiving notice of the selection of the third proposed Appraiser) to the other Party and the Initial Appraisers, raise a good faith objection to the selection of the third proposed Appraiser based on his or her failure to meet the requirements for an Appraiser specified in Section 1.2. In such event, if the Initial Appraisers determine that the objection was made in good faith, the Initial Appraisers shall promptly select another third proposed Appraiser, subject again to the same process for the raising of objections. If neither Party raises a good faith objection to the appointment of the third proposed Appraiser within three (3) business days after receiving notice of his or her appointment, each such Party shall be deemed to have waived any issues or questions relating to the qualifications or independence of the third Appraiser or any other matter relating to the selection of the third Appraiser under this Exhibit. If for any reason the Initial Appraisers do not appoint a third proposed Appraiser within such thirty (30)-day appointment period (or within a ten (10) business days thereafter), then either Party may apply to the Writs and Receivers Department of the Superior Court of the State of California in and for the County of San Francisco for appointment of a third Appraiser meeting the requirements for an Appraiser specified in Section 1.2. If the Court denies or otherwise refuses to act upon such application within sixty (60) days from the date on which the Party first applies to the Court for appointment of the third Appraiser, either Party may apply to the American Arbitration Association, or any similar provider of professional commercial arbitration services, for appointment in accordance with the rules and procedures of such organization of an independent third Appraiser meeting the foregoing qualifications. An Appraiser appointed pursuant to this Section shall be the "Third Appraiser".

1.4 Baseball Appraisal. The Third Appraiser, if any, shall consider the appraisals submitted by the Initial Appraisers, as well as any other relevant written evidence the Third Appraiser may request of either or both of the Initial Appraisers. If either of the Initial Appraisers submits any such evidence to the Third Appraiser, it shall do so only at the request of the Third Appraiser and shall deliver a complete and accurate copy to the other Party and the Initial Appraiser such Party selected, at the same time it submits the same to the Third Appraiser. Neither Party, nor the Initial Appraisers they appoint, shall conduct any ex parte communications with the Third Appraiser regarding the subject matter of the appraisal. Within thirty (30) days after his or her appointment, the Third Appraiser shall select the Fair Market Value determined by one or the other of the Initial Appraisers that is the closer, in the opinion of the Third Appraiser, to the actual Fair Market Value. The determination of the Third Appraiser shall be limited solely to the issue of deciding which of the determinations of the two Initial Appraisers is closest to the actual Fair Market Value. The Third Appraiser shall have no right to propose a middle ground or to modify either of the two appraisals or any provision of this Exhibit.

1.5 Conclusive Determination. Except as provided in California Code of Civil Procedure Section 1286.2 (as the same may be amended from time to time), the determination of the Fair Market Value by the accepted appraisal shall be conclusive, final and binding on the Parties. No Appraiser selected or appointed pursuant to this Exhibit shall have any power to

modify any of the provisions of this Exhibit and must base his or her decision on the definitions, standards, assumptions, instructions and other provisions contained in this Exhibit. Subject to the provisions of this Section, the Parties will cooperate to provide all appropriate information to each Appraiser selected or appointed under this Exhibit. The Appraisers selected or appointed under the provisions of this Exhibit will each produce their determination in writing, supported by the reasons for the determination.

1.6 Fees and Costs; Waiver. Each Party shall bear the fees, costs and expenses of the Initial Appraiser it selects. The fees, costs and expenses of the Third Appraiser, including the fees, costs and expenses in his or her appointment pursuant to this Exhibit, shall be shared equally by the City and Developer.

Exhibit D-3

Form of Deed of Trust

RECORDING REQUESTED BY CLERK OF THE
BOARD OF SUPERVISORS OF THE CITY AND
COUNTY OF SAN FRANCISCO AND WHEN
RECORDED MAIL TO:

Office of the City Attorney
City Hall Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Land Use Team

Exempt from Recording Fees (CA Govt. Code §27383) and
Documentary Transfer Tax (CA Rev. & Tax Code §11922
and S.F. Bus. & Tax Reg. Code §1105)

APN: Block ____ Lot _____
Street Address:

DEED OF TRUST

This DEED OF TRUST (this "Deed of Trust") is made as of _____, 2019, among LAUREL HEIGHTS PARTNERS, LLC, a Delaware limited liability company ("Trustor"), whose address is _____, [_____], ("Trustee"), whose address is _____, and THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Beneficiary"), whose address is _____, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, all of Trustor's right, title and interest in and to that certain property located in the City and County of San Francisco, California, more particularly described in Exhibit A attached hereto and incorporated by reference herein (the "Land"), including, without limitation, all improvements located on the Land ("Improvements"), subject, however, to the termination, re-conveyance and subordination provisions of Section E.6 below. The Land and the Improvements shall be collectively referred to in this Deed of Trust as the "Property". Capitalized terms that are used but not defined herein shall have the meanings given such terms in that certain Development Agreement by and between the City and County of San Francisco and Laurel Heights Partners, LLC, dated _____, 2019, and recorded in the Official Records of San Francisco County as Document No. _____ on _____, 20__ (the "DA").

For the purpose of securing only (1) Trustor's obligation to transfer the Property in accordance with Section 4 of Exhibit D to the DA (the "Transfer Section") as and when required under the Transfer Section, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured (items (1) and (2) above are referred to herein as the "Secured Obligations"). Other than such transfer obligation under the Transfer Section, no other provision of the DA is secured by this Deed of Trust.

A. To protect and maintain the security of this Deed of Trust, Trustor agrees:

1. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any suit brought by Beneficiary to foreclose this Deed of Trust.

2. To pay all costs, fees and expenses of this Deed of Trust.

3. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the maximum rate allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed that:

1. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

2. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability, if any, of any person for payment of the indebtedness secured hereby, Trustee has the right to reconvey any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

3. Upon written request of Beneficiary stating that all actions required under the Transfer Section have been performed, all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

C. The occurrence of any of the following events shall constitute an event of default (a "Default") under this Deed of Trust:

1. Trustor (i) transfers its interest in the Property, or any part of thereof, or any interest in the Property, in any manner other than (a) a transfer to the Housing Entity (as defined in the DA), (b) the grant of a deed of trust or mortgage to any Mortgagee (as defined in the DA) that is subordinate to this Deed of Trust and encumbers all or part of Trustor's interest in the Property, (c) leases entered into in the ordinary course, or (d) Property Covenants (as defined in Section 2.A of Exhibit D of the DA) in accordance with Section 2.A of Exhibit D of the DA or (ii) is divested of its title or any interest in the Property in any manner or way, whether

voluntarily or involuntarily, in each case without the Beneficiary's prior written consent (which consent shall not be unreasonably withheld).

2. Trustor's failure to perform any covenant or obligation of Trustor contained herein, as and when performance is due, and the continuance of such failure for a period of thirty (30) days following written notice thereof from Beneficiary to Trustor; provided, however, that if such failure is not reasonably susceptible of cure within such thirty (30) day period, then, so long as Trustor commences to cure such failure within such thirty (30) day period and continually and diligently pursues such cure and completes such cure within a reasonable period, such failure shall not be a Default.

3. Trustor's becomes insolvent, makes an assignment for the benefit of creditors, or commences or becomes subject to any proceeding under the federal Bankruptcy Code or any other insolvency, receivership, reorganization, arrangement of debt, liquidation or debtor's relief law wherein the Trustor is the debtor.

5. Trustor's fails to transfer the Property in accordance with the Transfer Section, as and when required under the Transfer Section.

D. If any Default occurs, and as long any such Default exists, Beneficiary shall have the right to declare all indebtedness secured hereby to be immediately due and payable, and all such indebtedness shall thereupon become immediately due and payable, without any presentment, demand, protest or notice of any kind, all of which are expressly waived by Trustor, and Beneficiary shall have the following remedies:

1. Beneficiary shall have the right, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of the security, to enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which Beneficiary deems necessary or desirable to preserve the value, marketability or rentability of the Property or increase the income therefrom or protect the security hereof, and, with or without taking possession of the Property, to sue for or otherwise collect the rents and profits of the Property, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine.

2. Beneficiary shall have the right to commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

3. Beneficiary shall have the right to deliver to Trustee a written declaration of default and demand for sale pursuant to the power of sale in this Deed of Trust. If Beneficiary elects to foreclose this Deed of Trust by exercise of the power of sale in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee such written notice of default and election to sell and such receipts or evidence of expenditures made and secured hereby as Trustee may require. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by

Trustee in said notice of sale, as a whole, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall have the right to postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter shall have the right to postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

4. After deducting all costs, fees and expenses of Trustee and of the trust created under this Deed of Trust ("Trust"), including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

5. Every right, power and remedy granted to Trustee or Beneficiary in this Deed of Trust shall be cumulative and not exclusive, and in addition to all rights, powers and remedies granted at law or in equity or by statute, and each such right, power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient by Trustee or Beneficiary, and the exercise of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy.

6. Trustor hereby requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address of Trustor set forth in this Deed of Trust as required by applicable law.

E. It is further mutually agreed that:

1. Beneficiary, or any successor in its rights under the Transfer Section or ownership of any indebtedness secured hereby, has the right to, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

2. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine or the neuter, and the singular number includes the plural.

3. The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any

party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

4. A copy of any notice of default and any notice of sale hereunder shall be mailed to Trustor at his address hereinbefore set forth.

5. Trustor shall have no personal liability under this Deed of Trust, and Beneficiary's only recourse against Trustor for the satisfaction of the Secured Obligations shall be Beneficiary's exercise of its rights and remedies with respect to the Property.

6. Immediately prior to the earlier to occur of (i) the Tax Credit Closing (as defined in Exhibit D to the DA) or (ii) the payment of the amounts under subsection G of the Transfer Section following City's election to take such payment, this Deed of Trust automatically shall become null and void without the need for further action by Trustor, Trustee or Beneficiary, and Beneficiary shall cause to be recorded, in the Official Records of the City and County of San Francisco, with respect to the Property a standard form of re-conveyance of deed of trust with respect to this Deed of Trust.

7. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

[*Remainder of Page Intentionally Blank. Signature on Following Page.*]

IN WITNESS WHEREOF, the undersigned has caused this Deed of Trust to be executed and delivered under seal as of the day and year first above written.

LAUREL HEIGHTS PARTNERS, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

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

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____

Exhibit A

Legal Description of Land

Exhibit E

List of Approvals

Final approval actions by the City and County of San Francisco Board of Supervisors

1. Ordinance [_____] (File No. [_____]): (1) Approving a Development Agreement between the City and County of San Francisco and Laurel Heights Partners LLC; (2) waiving or modifying certain provisions of the Administrative Code and Planning Code, and approving specific development impact fees; and (3) adopting findings under the California Environmental Quality Act and findings of consistency with the General Plan and Planning Code priority policies.
2. Ordinance [_____] (File No. [_____]): Amending the Planning Code, the Zoning Map, and the Height Map to add the 3333 California Project Special Use District and adopting findings under the California Environmental Quality Act and findings of consistency with the General Plan and Planning Code priority policies.
3. Ordinance [_____] (File No. [_____]): Approving Major Encroachment Permit to Laurel Heights Partners LLC for improvements on _____.

Final and Related Approval Actions of City and County of San Francisco Planning Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. M No. [_____]: Certifying the Final Environmental Impact Report for the 3333 California Mixed-Use District Project.
2. M No. [_____]: Adopting Findings and Statement of Overriding Considerations under the California Environmental Quality Act.
3. M No. [_____]: Approving a Conditional Use Authorization/Planned Unit Development for the 3333 California Project.
4. R No. [_____]: Recommending to the Board of Supervisors approval of amendments to the Planning Code to establish the 3333 California Project Special Use District and approval of amendments to Sectional Maps SU03 to refer to the 3333 California Project Special Use District and HT03 of the Zoning Map.
5. R No. [_____]: Recommending to the Board of Supervisors approval of a Development Agreement between the City and Laurel Heights Partners LLC.

Final and Related Approval Actions of City and County of San Francisco Municipal Transportation Agency Board of Directors

1. Resolution Number [_____] consenting to a Development Agreement between the City and Laurel Heights Partners LLC, including the Transportation Exhibit.

Final and Related Approval Actions of City and County of San Francisco Public Utilities Commission

1. Resolution Number [_____] consenting to the AWSS Schedule in the Development Agreement between the City and Laurel Heights Partners LLC.

Final and Related Approval Actions by San Francisco Public Works

1. Approval of Tentative Map

Exhibit F

MMRP

[see attached]

Exhibit G

Notice of Completion and Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

_____
[address]_____
_____
_____
Attn: _____

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

THIS NOTICE OF COMPLETION OF BUILDING AND COMMUNITY BENEFITS (this "Notice") dated for reference purposes only as of this _____ day of _____, 20__, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the "City"), acting by and through its Planning Department, and _____, a _____] ("Developer") [*substitute party, if needed*].

1. The City and Developer entered into that certain Development Agreement dated as of _____, 20__ and recorded in the Official Records of the City and County of San Francisco on _____, as Document Number _____ (Book No. ___, Reel No. _____) (the "Development Agreement"). Capitalized terms used in this Notice that are not defined shall have meaning given to such terms in the Development Agreement.

2. Under Section 7.1 of the Development Agreement, when one or more Buildings have been completed and all of the Associated Community Benefits tied to those specific Buildings have also been completed, the City agreed, upon Developer's request, to execute and record a notice of completion as it relates to the applicable Building.

3. The City confirms that the Building known as _____, located on the property described in the attached Exhibit A (the "Affected Property"), together with all of the Associated Community Benefits tied to that Building, have been completed in accordance with the Development Agreement. All parties with an interest in the Affected Property have the right to rely on this Notice.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:_____
Director of Planning

Approved as to form:

[DENNIS J. HERRERA], City Attorney

By:_____
Deputy City Attorney

Exhibit A

[*attach legal description of Affected Property*]

Exhibit H

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO
(Exempt from Recording Fees
Pursuant to 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

ASSIGNMENT AND ASSUMPTION AGREEMENT

RELATIVE TO DEVELOPMENT AGREEMENT FOR [_____]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this _____ day of _____, 20__, by and between_____, a _____ ("**Assignor**") and _____, a _____ ("**Assignee**").

RECITALS

A. _____, a _____ and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement (the "**Development Agreement**") dated as of _____, 20__ for reference purposes, with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Project Site**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on _____ as Document No. _____.

[*add recital to document any previous transfer of the Transferred Property, with recording information*]

B. The Development Agreement provides that Developer (Assignor) has the right to: (i) Transfer all or a portion of the Project Site, (ii) assign all of its rights, title, interest and obligations under the Development Agreement to a Transferee with respect to the portions of the Project Site transferred to the Transferee, and (iii) upon the recordation of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the

Development Agreement related to the Transferred Property as set forth in Section ___ of the Development Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the "**Transferred Property**") to Assignee. The Transferred Property is subject to the Development Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Transferred Property, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including any Community Benefits that are tied to Buildings on the Transferred Property. Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Project Site owned by Assignor.

3. Assumption of Development Agreement. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including its associated Community Benefits, and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Transferred Property, and to be subject to all the terms and conditions thereof with respect to the Transferred Property. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the "Developer" under the Development Agreement with respect to the Transferred Property.

4. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including without limitation Section ___ of the Development Agreement.

5. Housing Obligations. Assignee has read and understands the obligations set forth in Exhibit __ of the Development Agreement as they relate to the Transferred Property. Without limiting the foregoing, Assignee agrees (1) to the terms and provisions of such Exhibit ___, including the indemnities, waivers and releases set forth therein, and (2) that the Development Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because it is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of

the California Government Code). Assignee understands that the City would not have been willing to enter into the Development Agreement without the provisions of such Exhibit D.

6. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement; (b) Assignee shall not sue the City in connection with any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement, including any failure to complete all or any part of the Project by any party; and (c) Assignee shall indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement.

7. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. Notices. The notice address for Assignee under Section ____ of the Development Agreement shall be:

_____
_____
_____
Attn: _____

With copy to:

_____
_____
_____
Attn: _____

8. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

9. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

Exhibit I

Workforce Agreement
[Under review and discussion]

Developer shall make contributions and require Project Sponsors, Contractors, Consultants, Subcontractors and Subconsultants, as applicable, to undertake activities to support workforce development in the construction of the Project, as set forth in this Exhibit I.[1]

A. First Source Hiring Program.

1. Each Project Sponsor shall, with respect to any building that is included as a Workforce Building[2], (i) include in each Contract for construction work a provision requiring each Contractor to enter into a FSHA Construction Agreement in the form attached hereto as Attachment A before beginning any construction work, and (ii) provide a signed copy thereof to the First Source Hiring Administration ("**FSHA**") and CityBuild within 10 business days of execution. The FSHA Construction Agreement shall be required for the initial construction of each Workforce Building, and (ii) any improvements or alterations that require a Permit, as defined in San Francisco Administrative Code Chapter 83 ("**Chapter 83**"), during the 10 year period following issuance of the first temporary certificate of occupancy for the Workforce Building, except as noted below (the "**Workforce Period**").

2. Each Project Sponsor shall, with respect to each Workforce Building, comply with the requirements of San Francisco Administrative Code Chapter 83 ("**Chapter 83**") and upon entering into leases or other occupancy contracts for commercial space at the Premises that are subject to Chapter 83 with a tenant occupying more than 25,000 square feet in floor area ("**Commercial Tenant**"), will include in each such contract a requirement that the Commercial Tenant enter into a FSHA Operations Agreement in the form attached hereto as Attachment B, and

[1] Any capitalized term used in this Exhibit I, including its attachments, that is not defined herein shall have the meaning given to such term in the Development Agreement.

[2] Any capitalized term used in this Section A that is not defined in Section A or the Development Agreement will have the definition given to such term in Attachment A, including the following terms: Contract, Contractor, Entry Level Positions, Premises, Project Sponsor, Qualified Economically Disadvantaged Individuals for Entry Level Positions, and Workforce Building.

(ii) provide a signed copy thereof to the FSHA within 10 business days of execution. The FSHA Operations Agreement shall be required for the initial Commercial Tenant and for any later Commercial Tenant that occupies all or part of a Workforce Building that is subject to Chapter 83 during the Workforce Period.

3. CityBuild shall represent the FSHA and will provide referrals of Qualified Economically Disadvantaged Individuals for Entry Level Positions on the construction work for each Workforce Building as required under Chapter 83. The FSHA will provide referrals of Qualified Economically Disadvantaged Individuals for the permanent Entry Level Positions located within the Premises where required under Chapter 83.

4. The owners or residents of the individual residential units and any residential Homeowner's Association within the Project shall have no obligations under this Section A and no obligation to enter into a FSHA Construction Agreement or FSHA Operations Agreement.

5. FSHA shall notify any Contractor, Subcontractor and Commercial Tenant, as applicable, in writing, with a copy to Project Sponsor, of any alleged breach on the part of that entity of its obligations under Chapter 83 or its FSHA Construction Agreement or the FSHA Operations Agreement, as applicable, before seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code. FSHA's sole remedies against a Contractor, Subcontractor or Commercial Tenant shall be as set forth in Chapter 83, including the enforcement process. Upon FSHA's request, a Project Sponsor shall reasonably cooperate with FSHA in any such enforcement action against any Contractor, Subcontractor or Commercial Tenant, provided in no event shall a Project Sponsor be liable for any breach by a Contractor, Subcontractor or Commercial Tenant.

6. If a Project Sponsor fulfills its obligations as set forth in this Section A, it shall not be held responsible for the failure of a Contractor, Subcontractor, Commercial Tenant or any other person or party to comply with the requirements of Chapter 83 or this Section A. If a Project Sponsor fails to fulfill its obligations under this Section A, the applicable provisions of Chapter 83 shall apply, though the City and the Project Sponsor shall have the right to invoke the process set forth in Section 9.2 of the Development Agreement.

7. This Section A is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code.

B. Local Business Enterprise (LBE) Utilization Program.

Each Project Sponsor of a Workforce Building, as defined in Attachment C, and its respective Contractors and Consultants, shall comply with the Local Business Enterprise Utilization Program set forth in Attachment C hereto.

C. FSH and LBE Obligations.

The obligations set forth in this Workforce Agreement shall constitute the entirety of the First Source Hiring and LBE obligations with respect to the Project, and no additional First Source Hiring or LBE obligations, or any similar obligations, shall be imposed, directly or indirectly, on the Project.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of , by and between the City and County of San Francisco (the "City") through its First Source Hiring Administration ("FSHA") and ("Project Sponsor").

WHEREAS, Project Sponsor, as developer, proposes to construct new dwelling units, with up to square feet of commercial space and accessory, off-street parking spaces ("Project") at , Lots in Assessor's Block , San Francisco California ("Site"); and

WHEREAS, the Administrative Code of the City provides at Chapter 83 for a "First Source Hiring Program" which has as its purpose the creation of employment opportunities for qualified Economically Disadvantaged Individuals (as defined in Exhibit A); and

WHEREAS, the Project requires a building permit for a commercial activity of greater than 25,000 square feet and/or is a residential project greater than ten (10) units and therefore falls within the scope of the Chapter 83 of the Administrative Code; and

WHEREAS, Project Sponsor wishes to make a good faith effort to comply with the City's First Source Hiring Program.

Therefore, the parties to this Memorandum of Understanding agree as follows:

A. Project Sponsor, upon entering into a contract for the construction of the Project with Prime Contractor after the date of this MOU, will include in that contract a provision in the form attached hereto as Exhibit A and Exhibit A-1. It is the Project Sponsor's responsibility to provide a signed copy of Exhibit A to First Source Hiring program and CityBuild within 10 business days of execution.

B. Project Sponsor, as the developer of the Project, will comply with the requirements of Chapter 83 and upon entering into leases for the commercial space at the Project that are subject to Chapter 83, will include in that contract a provision in the form attached hereto as Exhibit B and Exhibit B-1. Project Sponsor will inform the FSHA when leases or occupancy contracts have been negotiated and provide a signed copy of Exhibit B and Exhibit B-1.

C. Any lessee(s) or operator(s) of commercial space within the Project shall have the same obligations under this MOU as the Project Sponsor.

D. CityBuild shall represent the First Source Hiring Administration and will provide referrals of Qualified economically disadvantaged individuals for employment on the construction phase of the Project as required under Chapter 83. The First Source Hiring Program will

provide referrals of Qualified economically disadvantaged individuals for the permanent jobs located within the commercial space of the Project.

E. The owners or residents of the residential units within the Project shall have no obligations under this MOU, or the attached First Source Hiring Agreement.

F. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's contractor and/or tenant(s) with regard to participation in the First Source Hiring Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code.

G. As stated in Section 83.10(d) of the Administrative Code, if Project Sponsor fulfills its obligations as set forth in Chapter 83, it shall not be held responsible for the failure of a contractor or commercial tenant to comply with the requirements of Chapter 83.

H. This MOU is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this MOU shall be recorded and that it may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

J. Except as set forth in Section E, above: (1) this MOU shall be binding on and inure to the benefit of all successors and assigns of Project Sponsor having an interest in the Project and (2) Project Sponsor shall require that its obligations under this MOU shall be assumed in writing by its successors and assigns. Upon Project Sponsor's sale, assignment or transfer of title to the Project, it shall be relieved of all further obligations or liabilities under this MOU.

Signature:_____ Date:

Name of Authorized Signer: Email:

Company: Phone:

Address:

Project Sponsor:

Contact: Phone:

Address: Email:

_____ Date:

First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl. San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager, ken.nim@sfgov.org

Exhibit A:

First Source Hiring Agreement

This First Source Hiring Agreement (this "Agreement"), is made as of , by and between , the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the project to construct new dwelling units, with up to square feet of commercial space and accessory, off-street parking spaces ("Project") at , Lots in Assessor's Block , San Francisco California ("Site"), and a copy of this Agreement is attached as an exhibit to, and incorporated in, the Contract; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows:

a. "Core" or "Existing" workforce. Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.

b. "Economically Disadvantaged Individual". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as may be amended from time to time, or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.

c. "Hiring opportunity". When a Contractor adds workers to its existing workforce

for the purpose of performing the Work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on the Project.

d. "Job Notification". Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.

e. "New hire". A "new hire" is any worker who is not a member of Contractor's core or existing workforce.

f. "Referral". A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.

g. "Workforce participation goal". The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for the Project.

h. Entry Level Position: A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary and permanent jobs, and construction jobs related to the development of a commercial activity.

i. First Opportunity: Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.

j. Job Classification: Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.

k. Job Notification: Written notice, in accordance with Section 2(b) below, from Contractor to FSHA for any available Entry Level Position during the term of the Contract.

l. Publicize: Advertise or post available employment information, including participation in job fairs or other forums.

m. Qualified: An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required this Agreement.

n. System: The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the Office of Economic and Workforce Development (OEWD), for maintaining (1) a pool of Qualifiedindividuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring requirements under Chapter 83 of the San Francisco Administrative Code. Under this agreement, CityBuild will act as the representative of the San Francisco

Workforce Development System.

o. System Referrals: Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.

p. Subcontractor: A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

a. The Contractor agrees to work in Good Faith with the Office of Economic and Workforce Development (OEWD)'s CityBuild Program to achieve the goal of 50% of new hires for employment opportunities in the construction trades and Entry-level Position related to providing support to the construction industry.

The Contractor shall provide CityBuild the following information about the Contractor's employment needs under the Contract:

i. On Exhibit A-1, the CityBuild Workforce Projection Form 1, Contractor will provide a detailed numerical estimate of journey and apprentice level positions to be employed on the project for each trade.

ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each its subcontractors.

iii. Contractor will collaborate with CityBuild staff in negotiating a First Source Hiring Plan to identify, by trade, the number of Core workers at project start and the number of workers at project peak; and the number of positions that will be required to fulfill the First Source hiring expectation.

iv. Contractor and Subcontractors will provide documented verification that its "core" employees for this contract meet the definition listed in Section 1.a.

b.

i. Contractor must (A) give good faith consideration to all CityBuild Referrals, (B) review the resumes of all such referrals, (C) conduct interviews for posted Entry Level Positions in accordance with the non-

discrimination provisions of this contract, and (D) affirmative obligation to notify CityBuild of any new entry-level positions throughout the life of the project.

ii. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:

(A) If Contractor meets the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor must only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and

(B) After Contractor has filled at least 5 Entry Level Positions under this Agreement, if Contractor is unable to meet the criteria in Section 5(b) below that establishes "good faith efforts" of Contractor, Contractor will be required to provide written comments on all CityBuild Referrals.

c. Contractor must provide timely notification to CityBuild as soon as the job is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the First Opportunity to provide qualified applicants for employment consideration in Entry Level Positions, subject to any enforceable collective bargaining agreements. Contractor shall consider all applications of Qualified System Referrals for employment. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any collective bargaining agreement(s) requiring compliance with a pre-established applicant referral process, Contractor's only obligations with regards to any available Entry Level Positions subject to such collective bargaining agreement(s) during the term of the Contract shall be the following:

a. Contractor shall notify the appropriate union(s) of the Contractor's obligations under this Agreement and request assistance from the union(s) in referring Qualified applicants for the available Entry Level Position(s), to the extent such referral can conform to the requirements of the collective bargaining

agreement(s).

b. Contractor shall use "name call" privileges, in accordance with the terms of the applicable collective bargaining agreement(s), to seek Qualified applicants from the System for the available Entry Level Position(s).

c. Contractor shall sponsor Qualified apprenticeship applicants, referred through the System, for applicable union membership.

5. CONTRACTOR'S GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Contractor will make good faith efforts to comply with its obligations to participate in the System under this Agreement. Determinations of Contractor's good faith efforts shall be in accordance with the following:

a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction Exhibit A-1: CityBuild Workforce Projection Form 1; and

b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) shall trigger a review of the referral process and the Contractor's efforts to comply with this Agreement. Such review shall be conducted by FSHA in accordance with Section 11 (c) below.

c. Meet with the Project's owner, developer, general contractor, or CityBuild representative to review and discuss your plan to meet your hiring obligations under San Francisco's First Source Hiring Ordinance (Municipal Code- Chapter 83) or the City and County of San Francisco Administrative Code Chapter 6.

d. Contact a CityBuild representative to review your hiring projections and goals for this project. Developer/prime must take active steps to advise all of its subcontractors of the First Source hiring obligations on the project, including, but not limited to providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting held throughout the life of the project

e. Submit to CityBuild a "Projection of Entry Level Positions" form or other formal written notification specifying your expected hiring needs during the project's duration.

f. Notify your respective union(s) regarding your First Source hiring obligations and request their assistance in referring qualified San Francisco residents for any

available position(s). This step applies to the extent that such referral would not violate your union's collective bargaining agreement(s).

g. Be sure to reserve your "name call" privileges for qualified applicants referred through the CityBuild system. This should be done within the terms of applicable collective bargaining agreement(s).

h. Provide CityBuild with up-to-date list of all trade unions affiliated with any work on this project in a timely matter in order to facilitate CityBuild's notification to these unions of the project's workforce requirements.

i. Submit a "Job Request" form to CityBuild for each apprentice level position that becomes available. Please allow a minimum of 3 Business Days for CityBuild to provide appropriate candidate(s). You should simultaneously contact your union about the position as well, and let them know that you have contacted CityBuild as part of your First Source hiring obligations.

j. Developer has an ongoing, affirmative obligation and must advise each of its subs of their ongoing obligation to notify CityBuild of any/all apprentice level openings that arise throughout the duration of the project, including openings that arise from layoffs of original crew. Developer/contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the developer/contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.

k. Hire qualified candidate(s) referred through the CityBuild system. In the event of the firing/layoff of any CityBuild graduate, developer/contractor must notify CityBuild staff within two days of the decision and provide justification for the layoff; ideally, developer/contractor will request a meeting with the project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.

l. Provide a monthly report and/or any relevant workforce records or data from contractors to identify workers employed on the project, source of hire, and any other pertinent information as pertain to compliance with this Agreement.

m. Maintain accurate records of your efforts to meet the steps and requirements listed above. Such records must include the maintenance of an on-site First Source Hiring Compliance binder, as well as records of any new hire made by the contractor/developer through a San Francisco CBO whom the contractor believes meets the First Source Hiring criteria. Any further efforts or actions agreed upon by CityBuild staff and the developer/contractor on a project-by- project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the Entry Level Positions are to be employed by its Subcontractor(s) using Form 1: the CityBuild Workforce Projection Form, provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed under this Agreement. Contractor shall ensure that this Agreement is incorporated into and made applicable to such Subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

Nothing in this Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement.

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this Agreement, CityBuild shall:

a. Upon signing the CityBuild Workforce Hiring Plan, immediately initiate recruitment and pre-screening activities.

b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Notification and to the extent appropriate train applicants for jobs that will become available through the First Source Program;

c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;

d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;

f. Provide Contractor with reporting forms for monitoring the requirements of this Agreement; and

g. Monitor the performance of the Agreement by examination of records of Contractor as submitted in accordance with the requirements of this Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

a. Maintain accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of Chapter 83 of the San Francisco Administrative Code including, but not limited to, the following:

(1) Applicants
(2) Job offers
(3) Hires
(4) Rejections of applicants

b. Submit completed reporting forms based on Contractor's records to CityBuild monthly, utilizing the Form 4: CityBuild First Source Summary Report, unless more frequent submittals are reasonably required by FSHA. In this regard, Contractor agrees that if a significant number of positions are to be filled during a given period or other circumstances warrant, CityBuild may require daily, weekly, or monthly reports containing all or some of the above information.

c. If based on complaint, failure to report, or other cause, the FSHA has reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this Agreement.

12. DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this Agreement shall terminate and it shall be of no further force and effect on the parties hereto.

13. NOTICE

All notices to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA:

First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl.

San Francisco, CA 94103

Attn: Ken Nim, Compliance Manager, ken.nim@sfgov.org

Attn: Ken Nim

If to CityBuild:

CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl. San Francisco, CA 94103

Attn: Ken Nim, Compliance Manager, ken.nim@sfgov.org

If to Developer:

Attn:

If to Contractor:

Attn:

a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

b. Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Subsection.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

15. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

17. SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several.

18. HEADINGS

Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

19. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

CONTRACTOR:

Date: _____ Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone:

Email: _____

Exhibit B: First Source Hiring Agreement
For Business, Commercial, Operation and Lease Occupancy of the Building

This First Source Hiring Agreement (this "Agreement"), is made as of , by and between (the "Lessee"), and the First Source Hiring Administration, (the "FSHA"), collectively the "Parties":

RECITALS

WHEREAS, Lessee has plans to occupy the building at [Address] "Premises" which required a First Source Hiring Agreement between the project sponsor and FSHA due to the issuance of building permit for 25,000 square feet or more of floor space or constructed ten or more residential units; and,

WHEREAS, the project sponsor was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises ("Contract");and

WHEREAS, as a material part of the consideration given by Lessee under

_contract, Lessee has agreed to execute this Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows:

a. Entry Level Position: Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions.

b. Workforce System: The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

c. Referral: A member of the Workforce System who has been identified by OEWD

as

having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.

Lessee: Tenant, business operator and any other occupant of the building requiring a First Source Hiring Agreement as defined in SF Administrative Code Chapter 83.

Lessee shall include every person tenant, subtenant, or any other entity occupying the building for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer.

2. OEWD WORKFORCE SYSTM PARTICIPATION

a. Lessee shall notify OEWD's Business Team of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD's Business Team why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.

b. This Agreement shall be in full force and effect throughout the Lessee's occupancy of the building.

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee will make good faith efforts to comply with its obligations under this Agreement. Determination of good faith efforts shall be based on all of the following:

a. Lessee will execute this Agreement and attachment *Exhibit B-1* upon entering into leases for the commercial space of the building. Lessee will also accurately complete and submit *Exhibit B-1* annually to reflect employment conditions.

b. Lessee agrees to register with OEWD's Referral Tracking System, upon execution of this Agreement.

c. Lessee shall notify OEWD's Business Services Team of all available Entry Level Positions 10 business days prior to posting with the general public. The Lessee must identify a single point of contact responsible for communicating Entry-Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team

d. Lessee accurately completes and submits Exhibit B-1, the "First Source Employer's Projection of Entry-Level Positions" form to OEWD's Business Services Team upon execution of this Agreement.

e. Lessee fills at least 50% of open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.

f. Nothing in this Agreement shall be interpreted to prohibit the continuation of existing

workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement.

Lessee's failure to meet the criteria set forth in Section 3 (a.b.c.d.e.) does not impute "bad faith" and shall trigger a review of the referral process and compliance with this Agreement. Failure and noncompliance with this Agreement will result in penalties as defined in SF Administrative Code Chapter 83, Lessee agrees to review SF Administrative Code Chapter 83, and execution of the Agreement denotes that Lessee agrees to its terms and conditions.

4. NOTICE

All notices to be given under this Agreement shall be in writing and sent via mail or email as follows:

ATTN: Business Services, Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103

Email: Business.Services@sfgov.org

This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected. If Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several.

Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This Agreement shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

Date: _____ Signature:: _____

Name of Authorized Signer: _____

Company: _____

Address:

Phone:

Email: _____

SAN FRANCISCO
Office of Economic and Workforce Development

FIRST SOURCE HIRING
CITY & COUNTY OF SAN FRANCISCO

WORKFORCE PROJECTIONS FORM

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

Business Name: **Main Contact:**
Contract ID: (If applicable) **Supplier ID:(If applicable)**
Phone: **Email:**

Name of authorized representative **Signature of authorized representative** **Date**

** By signing this form, the company agrees to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code*

Instructions:

- This form must be submitted via email to the Office of Economic and Workforce Development, Workforce Development Division at business.services@sfgov.org with the subject line First Source Non-Construction Hiring Projection Form
- If an entry level position becomes available at any time during the term of the lease and/or contract, the company must notify the First Source Hiring Administrator at business.services@sfgov.org

Section 1: Select your Industry

☐ Admin/Support/Waste	☐ Food Services	☐ Mgmt/Enterprises	☐ Transport/Warehouse
☐ Agri/Forestry/Fish/Hunt	☐ Government	☐ Manufacturing	☐ Utilities
☐ Construction	☐ Health Care	☐ Real Estate/Rental	☐ Wholesale Trade
☐ Educational Services	☐ Info/Tech/Prof	☐ Retail Trade	☐ Other _____
☐ Finance/Insurance	☐ Leisure/Hospitality	☐ Social Services	_____

Section 2: Indicate Industry NAICS code if known: _____

Section 3: Provide information on all Entry Level Positions

Entry level Position Title	Job Description	Number of New Hires	Projected Hiring Date

---

FOR INTERNAL USE ONLY:

Section 3: Select the type of First Source Project:

☐	Contractor	☐	Biotech Payroll Tax Exclusion Applicant
☐	Subcontractor	☐	Scene in San Francisco Rebate Applicant
☐	City of San Francisco Tenant	☐	San Francisco Airport
☐	Subtenant	☐	Other _____
☐	Developer		

Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor,
San Francisco, CA 94103 Tel: 415-701-4848, Email:
Business.services@sfgov.org Website:
www.workforcedevelopmentsf.org

Attachment C:

Local Business Enterprise Utilization Plan

1. Purpose and Scope. This Attachment C ("LBE Utilization Plan") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Project Sponsor and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement or Section 14B.20 as applicable. The purpose of the LBE program is to engage contracting teams that reflect the diversity of the City and include participation of both businesses and residents from the City's most disadvantaged communities. In the event of any conflict between Administrative Code Chapter 14B and this Attachment, this Attachment shall govern.

2. Roles of Parties. In connection with the design and construction phases of each Workforce Building (as defined below), the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs") in accordance with this Attachment. Each Project Sponsor shall participate in this local business enterprise program, and the City's Contract Monitoring Division ("CMD") will serve the roles as set forth below; provided, however, that, as set forth in Section 5 below, the requirements of this Attachment C may be satisfied on a project-wide basis.

3. Definitions. For purposes of this Attachment, the definitions shall be as follows:

a. "CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

b. "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to the Project Sponsor, Construction Contractor or professional services firm retained to work on a Workforce Building, as the case may be (each, a "Contracting Party"), as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the Project Sponsor or a Contractor or professional services firm. When the Project Sponsor or a Contractor or professional services firm requires and seeks products from an LBE supplier or distributor, including, without limitation, products that are not regularly stocked or are a specially manufactured item(s), no more than 60% of the entire cost of the product shall be credited towards LBE participation goals.

c. "Consultant" shall mean a person or company that has entered into a professional services contract for monetary consideration with a Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of a Workforce Building.

d. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of a Workforce Building, subject to the exclusions set forth in Section 5 below.

e. "Contractor" shall mean a person or entity that enters into a direct Contract with a Project Sponsor to build or construct all or a portion of a Workforce Building.

f. "Good Faith Efforts" shall mean procedural steps taken by the Project Sponsor, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 7 below.

g. "Local Business Enterprise" or "LBE" means a business that is certified as a Micro or Small LBE under Chapter 14B.3.

h. "LBE Liaison" shall mean the Project Sponsor's primary point of contact with CMD regarding the obligations of this LBE Utilization Plan. Each prime Contractor(s) shall likewise have a LBE Liaison.

i. "Project Sponsor" shall mean the project sponsor of a Workforce Building.

j. "Subconsultant" shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for a Workforce Building.

k. "Subcontractor" shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for a Workforce Building.

l. "Workforce Building" shall mean the following: (i) residential buildings, including associated residential units, common space, amenities, retail, parking and back of house construction; and (ii) all construction related to standalone affordable housing buildings. Workforce Buildings shall expressly exclude residential owner-contracted improvements in for-sale residential units.

4. Diversity. Developer will be seeking to, whenever practicable, engage contracting teams that reflect the diversity of the City and participation of both businesses and residents from the City's most disadvantaged communities. Developer's compliance with the good faith efforts in Section 7 shall be deemed to satisfy this objective.

5. LBE Participation Goal. Project Sponsor agrees to participate in this LBE Utilization Program and CMD agrees to work with Project Sponsor in this effort, as set forth in this Attachment C. As long as this Attachment C remains in full force and effect, each Project Sponsor shall make good faith efforts as defined below to achieve an overall LBE participation goal of 12% of the total cost of all Contracts for a Workforce Building awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A). Project Sponsor may satisfy the overall LBE participation goal on a project-wide basis. Follow-on Tenant Improvements and services are not included in the numerical goal but Developer and/or lessee must follow LBE Participation Program's good faith efforts as set forth in the last paragraph of Section 6 below.

Notwithstanding the foregoing, CMD's Director may, in his or her discretion, provide for a downward adjustment of the LBE participation goal, depending on LBE participation data presented by the Project Sponsor and its team in quarterly and annual reports and meetings. In addition, where, based on reasonable evidence presented to the Director by a party attempting to achieve the LBE Participation goals, there are not sufficient qualified Small and Micro-LBEs available, then, at such party's request, the Director may authorize the applicable party to satisfy the LBE participation goal through the use of Small, Micro or SBA-LBEs (as each such term is defined is employed in Chapter 14B of the Administrative Code), or may set separate subcontractor participation requirements for Small and Micro-LBEs, and for SBA-LBEs.6. Project Sponsor Obligations. Each Project Sponsor shall comply with the requirements of this Attachment C as follows: Upon entering into a Contract with a Contractor or Consultant, each Project Sponsor will include in each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Attachment C, and setting forth the applicable percentage goal for such Contract and provide a signed copy of the Contract to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 17.

Each Project Sponsor shall identify an LBE Liaison. The LBE Liaison shall be an LBE Consultant and have experience in and responsibility for making recommendations on maximizing engagement of LBEs, including those from disadvantaged communities. The LBE Liaison shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment C. If a Project Sponsor fulfills its obligations as set forth in this Section 6 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this Attachment C.

Developer will use good faith efforts to hire LBEs for ongoing service contracts (e.g. maintenance, janitorial, landscaping, security etc.) within Workforce Buildings and advertise such contracting opportunities with CMD except to the extent impractical or infeasible but such contracts shall not be subject to the LBE participation goals or requirements of this Agreement. If a master association is responsible for the operation and maintenance of publicly owned improvements within the Project Site, CMD shall refer LBEs to such association for consideration with regard to contracting opportunities for such improvements. Such association will consider, in good faith such LBE referrals, but hiring decisions shall be entirely at the discretion of such association.

7. Good Faith Efforts. City acknowledges and agrees that each Project Sponsor, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Contractor or Consultant does not meet the LBE hiring goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 7 and thereby satisfy the requirements and obligations of this Attachment C if the Contractor, Consultants and their Subcontractors and Subconsultants, as applicable, perform the good faith efforts set forth in this Section 7 as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at least 15 business days before issuing such solicitations to

allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.

b. Contract Size. Where practicable and feasible, the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will divide the work in order to encourage maximum LBE participation or, encourage joint venturing. If the Contracting Party reasonably determines that it would be efficient for Subcontractors to perform specific items, then the Contracting Party will identify those specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will (i) advertise for 30 days for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's SF Supplier Portal and other local and trade publications, and (ii) allow subcontractors to attend outreach events, pre-bid meetings, and invite LBEs to submit bids to Project Sponsor or its prime Contractor or Consultant, as applicable. As practicable, the contractor shall convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals to all for LBEs to ask questions about the selection process and technical specifications/requirements. A Project Sponsor may request CMD's permission to award a contract without advertising if the work consists of specialty services or otherwise does not provide opportunities for LBE participation.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The Project Sponsor or its Prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project, [have sufficient experience performing similar types of work, and are available during the desired time frame for performance of the work].

f. Outreach and Other Assistance. The Project Sponsor or its Prime Contractor(s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; and b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) will work with CMD to conduct outreach to LBEs for all consulting/contracting opportunities in the applicable trades and services in order to encourage them to participate on the project.

g. Contacts. Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.

h. Good Faith/Nondiscrimination. Make good faith efforts to enter into Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs.

Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory), [including, without limitation, assessment of qualifications for the scope of work, ability to obtain bonds and insurance with types and amounts of coverage typical in the general marketplace, availability during the desired time frame for performance of the work], and whether the LBE's proposed pricing and other terms are commercially reasonable and competitive in the general marketplace.

i. Incorporation into contract provisions. Project Sponsor shall include in prime Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including overall LBE participation goal and any LBE percentage that may be required under such Contract.

j. Monitoring. Allow CMD Contract Compliance unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

k. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance. Contractor, Subcontractor, Consultant and Subconsultant will work with the Project Sponsor and CMD in good faith to design and implement any commercially reasonable insurance programs that may become available to provide to LBE subcontractors access to the required coverage through either the owner, Owner-Controlled Insurance Policy (OCIP), general contractor, Contractor-Controlled Insurance Policy (CCIP), or other insurance programs.

l. Maintain Records and Cooperation. Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 10 below to identify a strategy to meet the LBE goal;

m. Quarterly Reports. During construction, the LBE Liaison(s) shall prepare a quarterly report of LBE participation goal attainment and submit to CMD as required by Section 10 herein; and

n. Meet and Confer. Attend the meet and confer process described in Section 10.

8. Good Faith Outreach. Good faith efforts shall be deemed satisfied solely by compliance with Section 7. [Notwithstanding anything to the contrary in this LBE Utilization Plan, if despite satisfying the good faith efforts requirements by complying with Section 7, the LBE participation goal is not met as to any Workforce Building, then any deficiency shall not be carried over to any remaining Workforce Building, and the LBE participation goal shall remain 12% for each remaining Workforce Building.] Contractors and Consultants, and Subcontractors and

Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 7.b, and following CMD's notice under Section 9.a, shall undertake reasonable efforts at CMD's request to support CMD's outreach to identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

9. CMD Obligations. The following are obligations of CMD to implement this LBE Utilization Plan:

a. During the thirty (30) day advertising period for upcoming Contracts required by Section 7.b, CMD will work with the Project Sponsor and its prime Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide detailed technical assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.

d. Perform other tasks as reasonably required to assist the Project Sponsor and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

e. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, CMD staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

10. Meet and Confer Process. Commencing with the first Contract that is executed for a Workforce Building, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant each Contractor and Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment C. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation and remediate deficiencies.

11. Prohibition on Discrimination. Project Sponsors shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 7 and 10 above.

12. Collective Bargaining Agreements. Nothing in this Attachment C shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent

decrees, collective bargaining agreements, project labor agreement, project stabilization agreement, existing employment contract or other labor agreement or labor contract ("Collective Bargaining Agreements"). In the event of a conflict between this Attachment C and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Attachment C.

13. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding good faith efforts as set forth in Section 7. Developer and/or their Contractors and Consultants shall use the City's online project reporting system (currently LCP Tracker/B2G) or other CMD approved reporting method. Project Sponsors shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

a. Name/Type of Contract(s) let (e.g. Civil Engineering contract, Environmental Consulting, etc.)

b. Name of prime Contractors (including identifying which are LBEs and non-LBEs)

c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)

d. Scope of work performed by LBEs (e.g. under an Architect, an LBE could be procured to provide renderings)

e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.

f. Total LBE participation is defined as a percentage of total Contract dollars.

g. Performance in engaging LBEs, including LBEs from disadvantaged neighborhoods.

14. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Project Sponsor, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to the Project Sponsor, each affected prime Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The prime Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment C. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

15. Remedies. Notwithstanding anything to the contrary in the Development Agreement, the following process and remedies shall apply with respect to any alleged violation of this Attachment C:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Attachment C. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

If a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this Attachment C, assess against the noncompliant Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed [$10,000] or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

For all other violations of this Attachment C, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.4.3-9.4.5 of the Development Agreement.

16. Duration of this Agreement. This Attachment C shall terminate as to each Workforce Building and all construction related to each standalone affordable housing building, upon the issuance of the last Certificate of Occupancy for such Workforce Building or such standalone affordable housing building (i.e., upon completion of the Workforce Building or standalone affordable housing building). Upon such termination, this Attachment C shall be of no further force and effect.

17. Notice. All notices to be given under this Attachment C shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD: _____

_____

_____

Attn: _____

If to Project Sponsor: _____
_____
_____
Attn: _____

If to Contractor: _____
_____
_____
Attn: _____

If to Consultant: _____
_____
_____
Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

Exhibit J

Transportation

This Transportation Exhibit outlines the Project's transportation commitments in two areas: (i) the Transportation Demand Management Plan and (ii) the reconfiguration of two slip lanes.

1. Transportation Demand Management Plan

   The Developer shall implement a site-specific Transportation Demand Management Plan included as Attachment 1 to this exhibit. While the Project would be subject to Planning Code Section 169.3(e)(1) and required to implement 50% of applicable target points, the Developer commits through this Agreement, to be subject to Planning Code Section 169.3(e)(2) and to implement 75% of applicable target points. Otherwise, the Project remains subject to all of the provisions of Planning Code Section 169 et seq.

2. Reconfiguration of Slip Lanes

   A key element of the Project's Public Improvements includes the reconfiguration of existing traffic slip lanes at the intersections of Presidio Avenue and Pine Street/Masonic Avenue and at Masonic Avenue and Euclid Avenue. These Public Improvements consist of bulb outs and other sidewalk improvements where two separate slip lanes are currently located. With the Public Improvements, the slip lane areas will remain publicly accessible, but will no longer be accessible to motorized vehicles. The parties, including the SFMTA Board of Directors through its consent to the Development Agreement, agree to the slip lane and sidewalk reconfiguration concept level plans that are included as Attachment 2 to this Exhibit. The Developer will work with DPW and SFMTA to obtain all necessary review, approvals and construction permits.

Attachment 1
Transportation Demand Management Plan

[see attached]

TDM PLAN WORKSHEET

Target: 75%

Category	Measure	Points	Land Use Category A Retail	B Office	C Residential	D Other
ACTIVE-1	Improve Walking Conditions: Option A; or	1	P 1	P 1	P 1	○ —
	Improve Walking Conditions: Option B	1	P	P	P	○ —
ACTIVE-2	Bicycle Parking: Option A; or	1	P	P 1	P	P
	Bicycle Parking: Option B; or	2	P	P	P	P
	Bicycle Parking: Option C; or	3	P 3	P	P 3	P
	Bicycle Parking: Option D	4	P	P	P	○ —
ACTIVE-3	Showers and Lockers	1	P 1	P 1	⊘	P
ACTIVE-4	Bike Share Membership: Location A; or	1	P	P	P	○ —
	Bike Share Membership: Location B	2	Ⓟ	Ⓟ	Ⓟ	○ —
ACTIVE-5A	Bicycle Repair Station	1	P 1	P	P 1	○ —
ACTIVE-5B	Bicycle Maintenance Services	1	P 1	P	P 1	○ —
ACTIVE-6	Fleet of Bicycles	1	P	P	P 1	○ —
ACTIVE-7	Bicycle Valet Parking	1	Ⓟ	⊘	⊘	○ —
CSHARE-1	Car-share Parking and Membership: Option A; or	1	Ⓟ	Ⓟ	Ⓟ	Ⓟ
	Car-share Parking and Membership: Option B; or	2	Ⓟ 2	Ⓟ	Ⓟ 2	Ⓟ
	Car-share Parking and Membership: Option C; or	3	Ⓟ	Ⓟ	Ⓟ	Ⓟ
	Car-share Parking and Membership: Option D; or	4	Ⓟ	Ⓟ	Ⓟ	○ —
	Car-share Parking and Membership: Option E	5	Ⓟ	Ⓟ	Ⓟ	○ —
DELIVERY-1	Delivery Supportive Amenities	1	P 1	P	P 1	○ —
DELIVERY-2	Provide Delivery Services	1	Ⓟ 1	⊘	⊘	○ —
FAMILY-1	Family TDM Amenities: Option A; and/or	1	⊘	⊘	P 1	⊘
	Family TDM Amenities: Option B	1	⊘	⊘	P 1	⊘
FAMILY-2	On-site Childcare	2	P 2	P 2	P 2	⊘
FAMILY-3	Family TDM Package	2	⊘	⊘	P	⊘
HOV-1	Contributions or Incentives for Sustainable Transportation: Option A; or	2	P	P	P	○ —
	Contributions or Incentives for Sustainable Transportation: Option B; or	4	P	P	P	○ —
	Contributions or Incentives for Sustainable Transportation: Option C; or	6	P	P	P	○ —
	Contributions or Incentives for Sustainable Transportation: Option D	8	P	P	P	○ —
HOV-2	Shuttle Bus Service: Option A; or	7	Ⓟ	Ⓟ	Ⓟ	○ —
	Shuttle Bus Service: Option B	14	Ⓟ	Ⓟ	Ⓟ	○ —

NOTE: Please tally the points on the next page.

P = applicable to land use category.

Ⓟ = applicable to land use category, see fact sheets for further details regarding project size and/or location.

Ⓟ = applicable to land use catgory only if project includes some parking.

⊘ = not applicable to land use category.

○ = project sponsor can select these measures for land use category D, but will not receive points.

NOTE: A project sponsor can only receive up to 14 points between HOV-2 and HOV-3.

Category	Measure	Points	Land Use Category A Retail	B Office	C Residential	D Other
HOV-3	Vanpool Program: Option A; or	1	P	P	⊘	○
	Vanpool Program: Option B; or	2	P	P	⊘	○
	Vanpool Program: Option C; or	3	P	P	⊘	○
	Vanpool Program: Option D; or	4	P	P	⊘	○
	Vanpool Program: Option E; or	5	P	P	⊘	○
	Vanpool Program: Option F; or	6	P	P	⊘	○
	Vanpool Program: Option G	7	P	P	⊘	○
INFO-1	Multimodal Wayfinding Signage	1	P 1	P 1	P 1	P
INFO-2	Real Time Transportation Information Displays	1	P 1	P 1	P 1	P
INFO-3	Tailored Transportation Marketing Services: Option A; or	1	P	P	P	○
	Tailored Transportation Marketing Services: Option B; or	2	P	P	P 2	○
	Tailored Transportation Marketing Services: Option C; or	3	P 3	P	P	○
	Tailored Transportation Marketing Services: Option D	4	P	P	P	○
LU-1	Healthy Food Retail in Underserved Area	2	P	⊘	⊘	⊘
LU-2	On-site Affordable Housing: Option A; or	1	⊘	⊘	P	⊘
	On-site Affordable Housing: Option B; or	2	⊘	⊘	P 2	⊘
	On-site Affordable Housing: Option C; or	3	⊘	⊘	P	⊘
	On-site Affordable Housing: Option D	4	⊘	⊘	P	⊘
PKG-1	Unbundle Parking: Location A; or	1	P P	P P	P P	○
	Unbundle Parking: Location B; or	2	P P	P P	P P	○
	Unbundle Parking: Location C; or	3	P P	P P	P P	○
	Unbundle Parking: Location D; or	4	P P 4	P P 4	P P 4	○
	Unbundle Parking: Location E	5	P P	P P	P P	○
PKG-2	Parking Pricing	2	P 2	P	⊘	○
PKG-3	Parking Cash Out: Non-residential Tenants	2	P	P	⊘	○
PKG-4	Parking Supply: Option A; or	1	P	P	P	P
	Parking Supply: Option B; or	2	P	P	P	P
	Parking Supply: Option C; or	3	P	P	P	P
	Parking Supply: Option D; or	4	P	P	P	○
	Parking Supply: Option E; or	5	P	P	P	○
	Parking Supply: Option F; or	6	P	P	P	○
	Parking Supply: Option G; or	7	P	P	P	○
	Parking Supply: Option H; or	8	P	P	P	○
	Parking Supply: Option I; or	9	P	P	P	○
	Parking Supply: Option J; or	10	P	P	P	○
	Parking Supply: Option K	11	P	P	P	○

P = applicable to land use category.

P = applicable to land use category, see fact sheets for further details regarding project size and/or location.

P = applicable to land use catgory only if project includes some parking.

⊘ = not applicable to land use category.

○ = project sponsor can select these measures for land use category D, but will not receive points.

Note: Childcare TDM points listed under office.

Land Use Category Totals	A Retail	B Office	C Residential	D Other
Point Subtotal from Page 1:	13	5	14	
Point Subtotal from Page 2:	11	6	10	
Totals:	24	11	24	

Project Characeteristics

DRAFT Tool - 1/19/2017

Cell is automatically filled out based on response elsewhere.
Fillable cell.

Site Information	
Case No.	2015-014028ENV
Street Address of Project	3333 California Street (REVISED PROJECT)
Cross Streets	California Street / Presidio Avenue, Euclid Avenue / Masonic Avenue
Zip Code	94118
Assessors Block/Lot	1032/003
Lot Area (SQ FT)	447,361
Use District	RM-1, Residential - Mixed, Low Density
Height/Bulk District	40-X
Community Plan (IF ANY)	None
Transportation Analysis Zone Number (click hyperlink)	709

Project Characteristics - Land Use Category A (Retail Type)		
Specify Use(s)	Retail & Restaurant	
Gross Floor Area (square footage)	34,496	
Occupied Floor Area[1] (square footage)	34,496	
Accessory Parking Spaces	74	
TARGET[4]	32	75% Target = 24 points

Project Characteristics - Land Use Category B (Office Type)		
Specify Use(s)	Childcare (14,665)	
Gross Floor Area (square footage)	14,665	
Occupied Floor Area[1] (square footage)	14,665	
Accessory Parking Spaces	29	
TARGET[4]	14	75% Target = 11 points

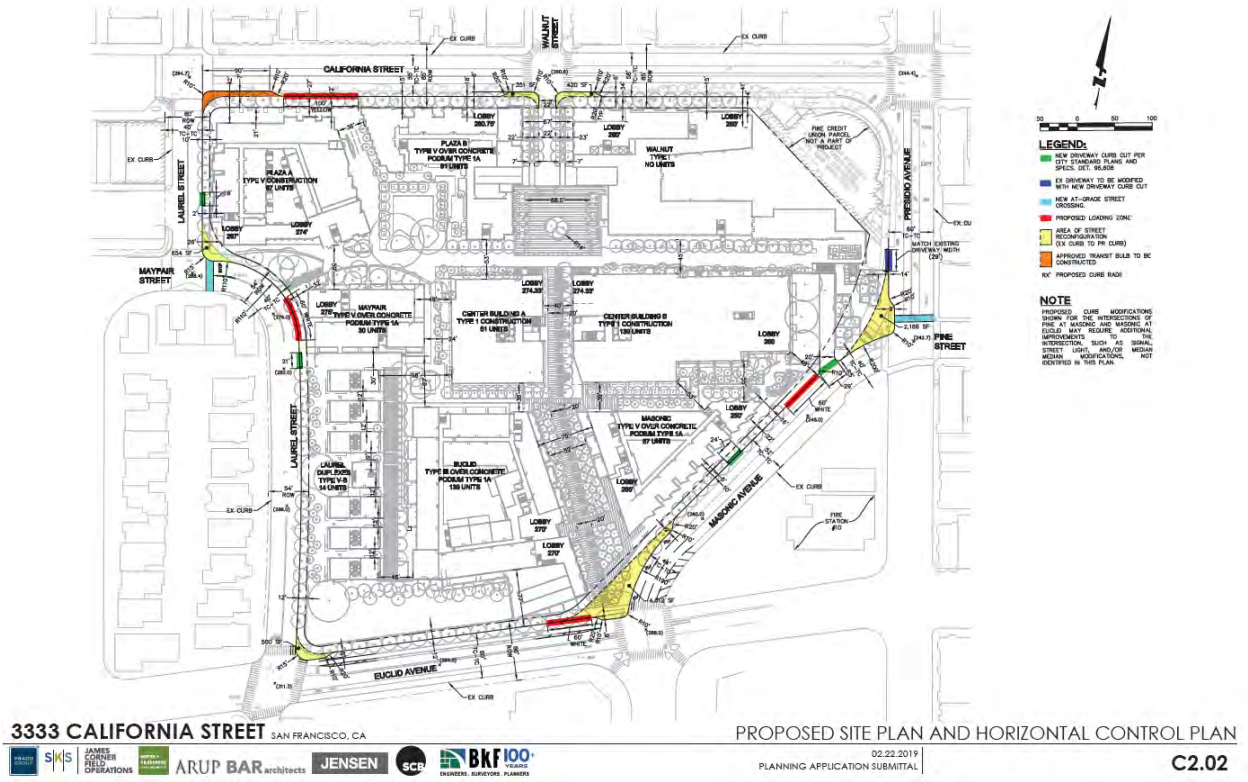
Project Characteristics - Land Use Category C (Residential Type)		
Dwelling Units and Bedrooms in Group Housing[2]	744	
% of Two-Bedrooms	63%	
% On-site Affordable Housing (Income > 55 ≤ 80%)[3]	0%	
% On-site Affordable Housing (Income ≤ 55%)[3]	0%	
Accessory Parking Spaces	744	
TARGET[4]	32	75% Target = 24 points

Project Characteristics - Land Use Category D (Other)		
Specify Use(s)	None	
Gross Floor Area (square footage)	0	
Occupied Floor Area[1] (square footage)	0	
Accessory Parking Spaces	0	
TARGET[4]	0	

1. Less than 10,000 square feet (25,000 square feet for a change of use) is not subject to TDM Program.
2. Less than 10 dwelling units or beds is not subject to TDM Program.
3. 100% Affordable Housing projects are not subject to TDM Program.
4. Phase-In. Development Projects with a Development Application filed or Environmental Evaluation Application deemed complete on or before September 4, 2016 shall be subject to 50% of the target; Development Projects with a Development Application filed on or after September 5, 2016, and before January 1, 2018, shall be subject to 75% of the target; Development Projects witha Development Application filed on or after January 1, 2018 shall be subject to 100% of the target.

Attachment 2

Proposed Site Plans and Horizontal Control Plan



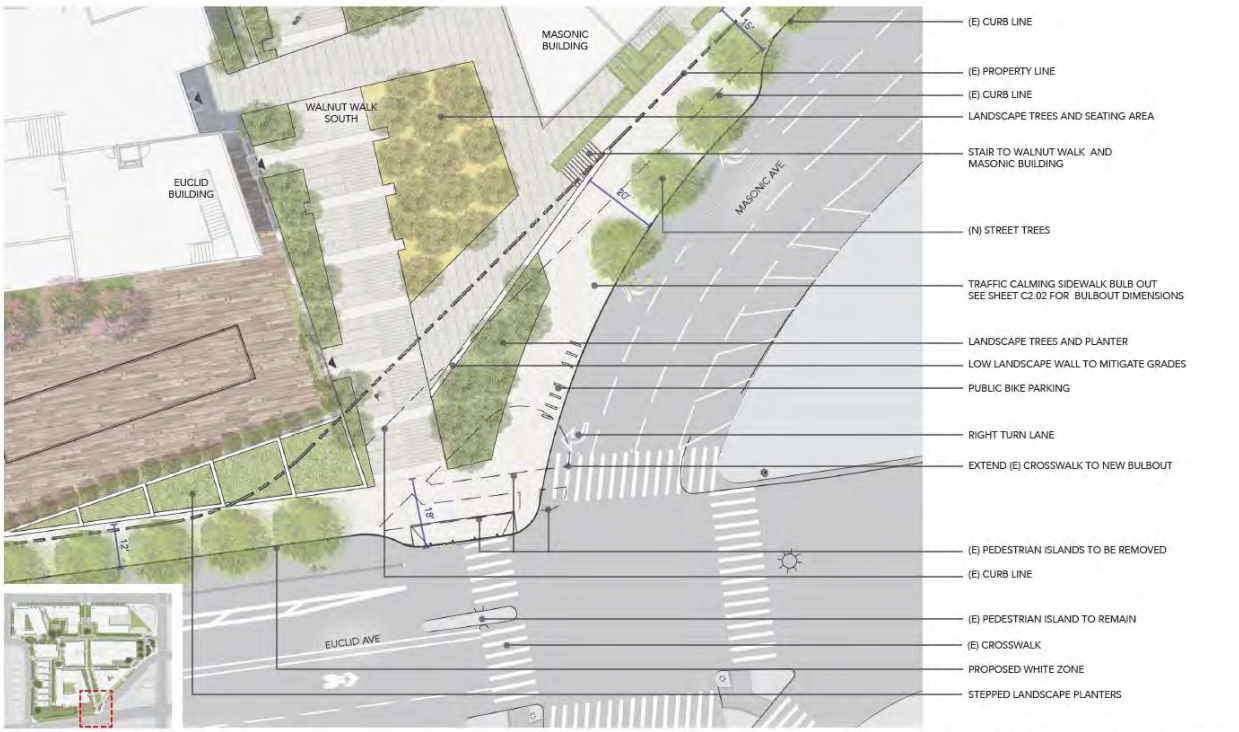


3333 CALIFORNIA STREET SAN FRANCISCO, CA

ENLARGED PLAN - PINE STREET STEPS STREETSCAPE IMPROVEMENTS

02.22.2019
PLANNING APPLICATION SUBMITTAL

L2.03



3333 CALIFORNIA STREET SAN FRANCISCO, CA

ENLARGED PLAN - CORNER PLAZA STREETSCAPE IMPROVEMENTS

02.22.2019
PLANNING APPLICATION SUBMITTAL

L2.04

Exhibit K

Schedule Template for Later Approvals

Developer will submit a project milestone schedule at the time of filing any application for the following Later Approvals: Major Encroachment Permit (if applicable), Street Improvement Permit, Final Map(s), or other pre-construction phase Later Approvals. The initial project schedule will be conceptual in nature and will be based upon the best estimate of the Developer.

Project schedules are intended to provide basic information to assist the City with its review and staff capacity planning related to the Later Approvals described above. Due to the many outside factors that affect a real estate development project's schedule and the varying workload of City staff, the Parties understand that this schedule is intended only as guidance to the City.

This schedule should include the following major milestones and be in the format described below. Public Works Infrastructure Taskforce and OEWD will review this schedule and then share this schedule with City departments for feedback. With department feedback in hand, Public Works Infrastructure Taskforce and OEWD may request a meeting with Developer for schedule confirmation.

Milestones to be included, as applicable to project:

City approvals:

- **Subdivision/mapping actions**
- **Transaction documents** (any easements, street vacations, etc.)
- **Infrastructure engineering/permit applications**
    - Example: Street Improvement Plan (SIP), storm water plan, and other major systems, like AWSS or backwater system
- **Any necessary commission approvals**
- **Start of construction** (demolition/site prep, horizontal and/or vertical)
- **Substantial completion**
- **City acceptance of infrastructure**
- **TCO**
- **Any other relevant major milestones**

Non-City approvals:

- **Any associated non-San Francisco approvals** (i.e. Navy, Caltrans, Caltrain, State lands, etc.)

Schedule format:

- The schedule should be in Gantt chart format
    - Time should be in in fiscal years via months or quarters at the top
    - Milestones should be in rows on the left

    - Start dates (day/month/year) and durations in days should be indicated for each milestone
- Project should be broken out into major Phases and sub Phases, if applicable
- The planning horizon should include: SIP, Transactional Documents, Tent./Final Map, Vertical Design, SoC, TCO
- The preferred schedule software is Microsoft Project

Schedule submission:

Developer will submit each schedule to the following address:

Office of Economic and Workforce Development
Public Works Infrastructure Taskforce
City Hall, Room 496
Attn: Housing Hub/3333 California Project
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Exhibit L

Child Care Program

1. Developer to provide approximately 14,000 gross square feet of rentable area for a child care facility built on the Walnut Child Care Parcel with an adjacent open space for child care use (as required by local/State law). Developer will deliver the child care facility in warm shell condition (for example, with the space demised to meet occupancy separation requirements (minus finishes on wall, floor and ceiling), stubs for standard utilities, path to a location for mechanical equipment, storefront and rear access as required, and other items required to obtain a temporary certificate of occupancy to allow tenant to proceed with their improvements). The child care provider would specify the tenant improvements necessary for the space, which Developer would not be responsible for providing under this Agreement.

2. A State-licensed child care provider shall operate in the space under the following terms, provided that all Later Approvals and applicable operating and licensing and other requirements as may be necessary are first obtained.
    a. Provider shall comply with all State guidelines and applicable local guidelines for operating a child care facility.
    b. Provider shall operate a facility licensed to serve approximately 175 children with the final number to be determined based on state and any local licensing requirements.
    c. In accordance with Planning Code Section 414.13, Developer shall include (and require compliance with) a provision in its lease with the child care provider requiring the provider to reserve at least ten percent (10%) of the maximum capacity of the child care facility (as determined by the license for the facility issued by the California Department of Social Services) to be affordable to children of households of low income. Operators are encouraged to work with the San Francisco Office of Early Care and Education to learn about Early Learning Scholarships for low- and moderate-income families as well as other operator resources.
    d. Programs shall serve a broad range of age groups, including infants and toddlers.
    e. Slots shall be made available to the general public on the same terms and conditions as those for Project residents, employees and users.

3. The operating term for the child care facility shall equal the life of the Walnut Building. Subject to the provisions of this Exhibit L, the Developer shall use commercially reasonable efforts to lease the space to a child care operator at all times for the life of the Walnut Building. The operating term may be fulfilled by more than one child care operator

over the life of the Walnut Building. The Developer shall comply with the terms below during initial leasing and periods of operator turnover and/or vacancy periods.

a. (i) On the earlier to occur of (A) applying for a First Construction Document (as defined in San Francisco Building Code Section 107A.13.1(a)(8)) for the Walnut Building and (B) 15 business days before initially offering the facility for rent and (ii) within 15 business days following the expiration or termination of a child care operator's lease for the facility, the owner of the facility shall notify governmental and nonprofit entities that can assist in publicizing the availability of the facility (the "Child Care Marketers") of the opportunity to lease it, including, at a minimum, the following entities: the San Francisco Office of Early Care and Education (or any successor agency), the Family Child Care Association of San Francisco, the Children's Council, and Wu Yee Children's Services.

b. If the child care space remains vacant for more than three years after DBI has issued of a first certificate of occupancy (including any temporary certificate of occupancy) for the Walnut Building despite Developer's commercially reasonable efforts to lease it at prevailing child care facility market terms (comparable to other similarly-sized and geographically proximate licensed child care facilities) to an initial child care operator, and Developer wishes to be released from its obligation to lease the facility to a child care operator, then Developer shall have the right to pay City an amount equal to $2,101,489.55 [*in lieu child care facility fee that would otherwise be due at the Effective Date if the fee was not waived*], proportionately adjusted to reflect any increase between the published CPI Index in effect as of the Effective Date and the published CPI Index in effect at the time such payment is made (as adjusted, the "Base Fee"), plus an amount equal to 10% of the Base Fee, for deposit in the Child Care Capital Fund established under Planning Code Section 414.14. On paying such amount to City under this subsection, the Developer may use the facility for any use permitted under the Project SUD.

c. If after having leased the facility to at least one child care operator, the child care space remains vacant for more than three years after the termination or earlier expiration of the most recent child care operator's lease despite Developer's commercially reasonable efforts to lease the facility at prevailing child care facility market terms (comparable to other similarly-sized and geographically proximate licensed child care facilities) to a child care operator, and Developer wishes to be released from its obligation to lease the facility to a child care operator, then Developer shall have the right to pay City an amount equal to the Base Fee prorated over a fifteen (15) year period, with a credit for any time the facility was operated by a child care provider in compliance with this Agreement. On paying such amount to City under this subsection, the Developer may use the facility for any use permitted under the Project SUD.

4. Developer or subsequent owner of the Walnut Building cannot charge rent (including security, common building charges and utilities, etc.) to the child care operator that exceeds prevailing market rent comparable to other similarly-sized and geographically proximate licensed child care facilities.

5. Developer or subsequent owner of the Walnut Building shall execute a Notice of Special Restrictions to dedicate the space for child care use ("NSR"). The NSR shall incorporate the requirements of this Exhibit L, be in a form approved by Developer and City (which approval shall not be unreasonably withheld or conditioned), and recorded against the Walnut Child Care Parcel at the earlier to occur of the time that the final map that includes the Walnut Child Care Parcel is recorded or the First Construction Document is issued for the Building to be constructed on the Walnut Child Care Parcel.

6. In consideration of this community benefit, the Project shall not be subject to the residential child care fee (Planning Code Sec. 414A) and that fee shall be waived.

7. Phasing/performance requirements for the child care facility will be detailed in Schedule 1 (Community Benefits Linkages and Impact Fees). If DBI has not issued a certificate of occupancy (including any temporary certificate of occupancy) for the child care facility prior to the expiration of the Term but Developer has received First Construction Document for any Building, then Developer shall pay to City an amount equal to the Base Fee plus 20% of the Base Fee at the end of the Term.

Exhibit M

SUD Ordinance and Conditional Use/Planned Unit Development Exceptions

[to be attached]

Schedule 1

Community Benefits Linkages and Impact Fees Schedule

Pursuant to Section 4.1 of the Agreement, the Developer's Community Benefits obligations are tied to specific Buildings or number of Market Rate Units (as defined in Exhibit D) that will be developed over the course of the Project and during the Term of the Agreement. The linkages between the specific Community Benefits and the associated Buildings or Market Rate Units are detailed below, as well as within any referenced exhibits. The development impact fees that apply to the Project are detailed below.

COMMUNITY BENEFITS

1. **Publicly Accessible Private Improvements**. The Developer shall complete the Publicly Accessible Private Improvements described in Exhibit C and generally depicted in Attachment C-1 prior to obtaining a first certificate of occupancy (including any temporary certificate of occupancy) for any non-retail portion, if any, of specific Buildings as described below (or, in the case of Publicly Accessible Private Improvements to be delivered only after completion of more than one Building, then prior to obtaining the first certificate of occupancy for the later Building); provided, however, that if Developer wishes to receive a first certificate of occupancy (or the equivalent thereof) for a Building (or later Building, as applicable) before completing its associated Publicly Accessible Private Improvement, then, notwithstanding anything to the contrary in this Schedule, Developer may complete this obligation after that certificate of occupancy for the associated Building (or later Building, as applicable) by providing to the City, prior to issuance of the first certificate of occupancy for that Building (or later Building, as applicable), a surety performance bond or other security in form acceptable to the City and in an amount equal to 100% of the reasonably estimated cost to complete that Publicly Accessible Private Improvement, and shall diligently and continuously pursue that Publicly Accessible Private Improvement to completion following which such bond will be released.
    a. California Plaza – with the completion of Plaza A Building
    b. Cypress Square – with the completion of Plaza B Building
    c. Cypress Stairs – with the later completion of either Plaza A Building or Plaza B Building
    d. Mayfair Walk – the Mayfair Walk extends the entire width of the Project Site and shall be completed in segments tied to the completion of the adjacent Buildings as depicted in Attachment C-1 (the later of Mayfair Building or Plaza A Building, the later of Plaza B Building or Center A Building, and the completion of Center B Building)
    e. Presidio Overlook – with the completion of Center Building B

f. Pine Street Steps – with the completion of Center Building B
g. Walnut Walk North – with the later completion of Center A Building or Center B Building
h. Walnut Walk South – with the later completion of the Euclid Building or Masonic Building
i. Walnut Drive and Walnut Court – with the later completion of Plaza B Building or Walnut Affordable Housing Building (as defined in Exhibit D)
j. Euclid Green – with the completion of the Project's final Building; provided, however, that if the Developer receives a first certificate of occupancy (including any temporary certificate of occupancy) for any Building(s) without completing all proposed Buildings during the Term, then Euclid Green shall be completed by the end of the Term.
k. Pedestrian Access – if Developer receives a first certificate of occupancy (including any temporary certificate of occupancy) for any Building(s) without completing all proposed Buildings during the Term that would otherwise require the completion of Walnut Walk North, Walnut Walk South, and Mayfair Walk as described above, then Developer, in conjunction with the Planning Department, shall design an alternative plan for pedestrian access that seeks to achieve similar pedestrian access and widths as Walnut Walk North, Walnut Walk South, and Mayfair Walk, but takes into account then then-current on-site conditions, including locations of improvements and the Project Site's topography, and the Developer shall construct such alternative plan improvements prior to the end of the Term.

2. **Streetscape Improvements**. The Developer shall complete each of the Streetscape Improvements described in Exhibit C and generally depicted in Attachment C-1 (and as will be more specifically set forth in the building permit application for the Streetscape Improvements associated with the applicable Building) before obtaining any first certificate of occupancy (including any temporary certificate of occupancy) for the applicable Building (or later of adjacent Buildings, if applicable) for such Streetscape Improvement as depicted in Attachment C-1; provided, however, that if Developer wishes to receive a first certificate of occupancy for a Building before completing its associated Streetscape Improvement, then, notwithstanding anything to the contrary in this Schedule, Developer may complete its associated Streetscape Improvement after that certificate of occupancy by providing a surety performance bond or other security to City, prior to issuance of the first certificate of occupancy for that Building, in form acceptable to the City and in an amount equal to 100% of the reasonably estimated cost to complete that Streetscape Improvement, and the Developer shall diligently and continuously pursue that Streetscape Improvement to completion following which the bond shall be released. Such requirement shall be in addition to any security or bonding requirements required under

the street improvement permit issued by City's Department of Public Works for the performance of such Streetscape Improvement.

3. **Maintenance and Operation.** The Developer shall cause the appropriate party (e.g., a master association) to enter into agreements for the ongoing operation, maintenance and repair of the Publicly Accessible Private Improvements to the standards described in Attachment C-2 and Attachment C-3.

4. **Housing Plan.** The Project's BMR Units shall be complete as set forth in Exhibit D, the Affordable Housing Program.

5. **AWSS Community Benefit Fee.** The Project's AWSS Community Benefit Fee shall be paid as set forth in Schedule 2.

6. **Workforce Agreement.** The workforce requirements will apply to the Project as set forth in Exhibit I, the Workforce Program.

7. **Transportation Demand Management.** The Transportation Demand Management Plan shall be implemented as set forth in Exhibit J, the Transportation Exhibit, and the Approvals described in Exhibit E.

8. **Child Care Program.** The Developer shall have constructed the child care facility to warm shell condition, as described in Exhibit L, on the Walnut Child Care Parcel (as defined in Exhibit D) by the earlier of receiving a first certificate of occupancy (including any temporary certificate of occupancy) for the Walnut Affordable Housing Building (as defined in Exhibit D) and obtaining a first certificate of occupancy (including any temporary certificate of occupancy) for more than three hundred eighty-six (386) Market Rate Units (as defined in Exhibit D). In addition, if the Developer receives a first certificate of occupancy (or a temporary certificate of occupancy) for any Building, the Developer must obtain a first certificate of occupancy (or a temporary certificate of occupancy) for the child care facility before the expiration of the Term. The child care facility shall be operated on the terms described in Exhibit L.

DEVELOPMENT IMPACT FEES

The following development impact fees apply to the Project: Transportation Sustainability Fee (Planning Code Section 411A) and Jobs Housing Linkage Fee (Section 413). The Residential Child Care Impact Fee (Planning Code Section 414A) and the Affordable Housing Fee (Planning

Code Section 415) have been waived in consideration of the on-site provision of a child care facility and affordable housing as described in Exhibit L and Exhibit D, respectively.

Schedule 2

AWSS Community Benefit Fee

1. Background and Need

The Auxiliary Water Supply System ("AWSS") is a water distribution system used by the San Francisco Fire Department ("SFFD") for fire suppression. The AWSS delivers water under high pressure for firefighting and is independent from the San Francisco's domestic water system. The design elements of the AWSS, such as restrained pipeline joints and earthquake resistant ductile iron pipe make it more resistant to earthquake damage. The San Francisco Public Utilities Commission ("SFPUC") operates and maintains the AWSS citywide.

Life safety is the paramount concern of the SFFD, followed by the protection of property. When new developments are proposed in San Francisco with high density structures, adequate and readily available water supplies for firefighting are imperative. The Project is a proposed new development within San Francisco which will have both high occupancy and a significant amount of wood frame construction. The closest AWSS main runs east to west on Sacramento Street with AWSS/High Pressure ("HP") hydrants at each corner from Presidio Avenue to Arguello Boulevard. The closest HP hydrant to the entrance of the proposed Project is currently located at the northwest corner of Walnut and Sacramento Streets, approximately 400 feet away from the Project's closest property line. SFFD fire engines carry a maximum of 1,000 feet of fire hose.

One new HP fire hydrant shall be installed on California Street at the southern intersection of Walnut and California Streets with a connection back to the AWSS main on Sacramento Street in order for SFFD to have backup emergency water supply for firefighting and rescue operations at the Project. This HP hydrant would allow one fire engine to obtain AWSS water supply and immediately initiate firefighting and rescue operations to any area within the development upon arrival. During a greater alarm fire when fire operations demand more water than a domestic water hydrant can supply, the AWSS HP hydrant will support the need for additional water volume and pressure. Following a major event, when additional fire engines are not available, a fire crew can use the HP hydrants and still have ample water pressure and volume for firefighting operations.

2. AWSS Requirement for 3333 California Project

The SFFD and SFPUC have analyzed the Project and determined that AWSS is not required or appropriate for installation within the Project's property line. This is due to (1) confirmation that a standard 1,000 fire hose is able to serve the entire site from one new HP hydrant at the southern intersection of Walnut and California Streets; and (2) the fact that the Project will be

privately-owned and no public right of ways will be created within which AWSS could be installed, owned, and maintained by SFPUC.

The SFPUC and SFFD have determined that in order to provide the Project with a backup emergency water supply, the following new AWSS infrastructure (the "AWSS Scope") will be required: a new HP hydrant on the public sidewalk at Walnut and California Streets, and a connection to be installed on Walnut Street from the new HP hydrant to the existing AWSS main running east to west on Sacramento Street. This new infrastructure will be designed and installed by the SFPUC, with contributory fair-share funding paid by the Developer.

The Developer and SFPUC will coordinate on the installation and timing of installation of this AWSS Scope in relation to the ultimate development phasing and improvements. The intent is to have the AWSS Scope coordinated with Project's street improvements on California Street or adjacent streets to minimize or eliminate the need to demolish newly constructed improvements related to the Project.

3. AWSS Community Benefit Fee

The AWSS Community Benefit Fee will offset the cost of bringing AWSS to the Project boundary. The SFPUC has developed an initial capital cost estimate of the AWSS Scope (including contingencies) totaling approximately $1,055,000 in 2018 dollars. In consideration of the AWSS Scope that the Project requires to be adequately served and protected by SFFD, the Developer shall pay an AWSS Community Benefit Fee of $1,055,000.

4. Fee Payment Terms

The Developer shall pay the AWSS Community Benefit Fee as a proportion of Gross Square Feet ("GSF") developed in the Project. Based on the Project's total of 1,434,098 GSF, the Developer shall pay the AWSS Community Benefit Fee at a rate of $.735 per GSF. Payment shall be made to SFPUC on a Building by Building basis and shall be determined by the total GSF of each Building. Payment shall be due prior to and as a condition to the Developer obtaining a temporary Certificate of Occupancy or Certificate of Final Completion for each Building.

EXHIBIT B:

PLANS

PLANNING APPLICATION
RE-SUBMITTAL 3

AUGUST 20, 2019

PLANNING APPLICATION RESUBMITAL 2 - JULY 3, 2019
PLANNING APPLICATION RESUBMITAL 1 - FEBRUARY 22, 2019
PLANNING APPLICATION SUBMITAL - AUGUST 1, 2017

DEVELOPMENT TEAM
LAUREL HEIGHTS PARTNERS, LLC
CONTACT: DON BRAGG
415.395.0880
dbragg@pradogroup.com

LANDSCAPE
MEYER STUDIO LAND ARCHITECTS
CONTACT: DAVID MEYER
510.559.2973
david@ms-la.com

URBAN PLANNING
JAMES CORNER FIELD OPERATIONS
CONTACT: JAMES CORNER
212.433.1450
jcorner@fieldoperations.net

ARCHITECTURE
BAR ARCHITECTS
CONTACT: DAVID ISRAEL
415.263.5700
disrael@bararch.com

ARCHITECTURE
JENSEN ARCHITECTS
CONTACT: MARK JENSEN
415.348.9650
markj@jensen-architects.com

ARCHITECTURE
SOLOMON CORDWELL BUENZ
CONTACT: STRACHAN FORGAN
415.216.2432
strachan.forgan@scb.com

CIVIL
BKF ENGINEERS
CONTACT: ERIC GIROD
925.396.7751
egirod@bkf.com

SUSTAINABILITY+LOGISTICS
ARUP
CONTACT: COLE ROBERTS
415.946.0287
cole.roberts@arup.com

GENERAL -

X	G0.00A	SHEET INDEX
X	G0.00B	SHEET INDEX (CONT'D)
X	G0.01	TITLE SHEET
X	G1.00	VICINITY MAP
X	G1.01	VICINITY MAP + EXISTING SITE IMAGES
X	G1.02	EXISTING CONTEXT
X	G1.03	URBAN PLANNING DIAGRAMS
X	G1.04	SITE PLAN - EXISTING
X	G1.05	KEYING SITE PLAN - PROPOSED
X	G2.01	PROPOSED SITE VIEWS
X	G2.02	PROPOSED SITE VIEWS
X	G2.03	PROPOSED SITE VIEWS
X	G2.04	REFERENCE SITE ELEVATIONS - EXISTING
X	G2.05	REFERENCE SITE ELEVATIONS - EXISTING
X	G2.06	REFERENCE SITE ELEVATIONS - PROPOSED
X	G2.07	REFERENCE SITE ELEVATIONS - PROPOSED
X	G2.08	REFERENCE SITE SECTIONS
X	G3.01a	PROJECT DATA - SUMMARY
X	G3.01b	PROJECT DATA - PARKING SUMMARY
X	G3.01c	PROJECT DATA - AREAS BY BUILDING
X	G3.01d	PROJECT DATA - UNIT COUNT BY BUILDING
X	G3.02	PLANNING CODE DIAGRAMS - SEC. 130
X	G3.03	PLANNING CODE DIAGRAMS - SEC. 135
X	G3.04	PLANNING CODE DIAGRAMS - HEIGHT
X	G3.05	PLANNING CODE DIAGRAMS - UNIT EXPOSURE
X	G4.01	SUSTAINABILITY
X	G4.02	SUSTAINABILITY

CIVIL -

X	C1.01	EXISTING SITE TOPO
X	C1.02	EXISTING UTILITY PLAN
X	C2.01	EXISTING AND POPOSED BUILDING OVERLAY
X	C2.02	PROPOSED SITE PLAN AND HORIZONTAL CONTROL PLAN
X	C3.00	SCHEMATIC ROUGH GRADING & EVACUATION PLAN
X	C3.01	PROPOSED WET UTILITY PLAN
X	C4.00	TRUCK TURNING INDEX
X	C4.01	TRUCK TURNING SU-30
X	C4.02	TRUCK TURNING WB-40
X	C4.03	TRUCK TURNING WB-50
X	C4.04	TRUCK TURNING FIRE ENGINE
X	C4.05	TRUCK TURNING FIRE LADDER
X	C4.06	TRUCK TURNING BUS-40
X	C4.07	TRUCK TURNING WALNUT EXTENSION

LANDSCAPE -

X	L0.00	SITE DIAGRAM- CONNECTIVITY
X	L0.01	SITE DIAGRAM- OPEN SPACE NETWORK
X	L1.01	SITE DIAGRAM-SITE ACCESS
X	L1.02	SITE DIAGRAM-STREET PARKING
X	L1.03	SITE DIAGRAM-STREET TREES
X	L1.04	SITE DIAGRAM-PUBLIC BIKE PARKING
X	L1.05	STREETSACPE PLAN
X	L1.06	STREETSCAPE SECTIONS
X	L2.00	LANDSCAPE SITE PLAN
X	L2.01	ENLARGED PLAN – CYPRESS SQUARE / CALIFORNIA STREETSCAPE IMPROVEMENTS
X	L2.01A	CYPRESS SQUARE - PERSPETIVE
X	L2.01B	CYPRESS SQUARE – PERSPETIVE AT PRIVATE TERRACE
X	L2.01C	MAYFAIR WALK WEST - PERSPETIVE
X	L2.02	ENLARGED PLAN – WALNUT COURT STREETSCAPE IMPROVEMENTS
X	L2.02A	WALNUT COURT – PERSPECTIVE
X	L2.02B	CENTRAL WALNUT WALK - PERSPETIVE
X	L2.03	ENLARGED PLAN – PINE STREET STEPS STREETSCAPE IMPROVEMENTS
X	L2.03A	MAYFAIR WALK EAST - PERSPETIVE
X	L2.03B	PINE PLAZA AND STEPS - PERSPETIVE
X	L2.04	ENLARGED PLAN – MASONIC PLAZA
X	L2.04A	MASONIC PLAZA - PERSPETIVE
X	L2.05	ENLARGED PLAN – CORNER PLAZA STREETSCAPE IMPROVEMENTS
X	L2.05A	WALNUT WALK SOUTH - PERSPETIVE
X	L2.06	ENLARGED PLAN – EUCLID GREEN STREETSCAPE IMPROVEMENTS
X	L2.06A	LAUREL TOWNHOMES - PERSPETIVE
X	L2.06B	EUCLID GREEN - PERSPETIVE

ARCHITECTURE -

X	A1.00	SITE BELOW-GRADE PARKING DIAGRAM
X	A1.01	CALIFORNIA ST. PARKING GARAGE - LEVEL B3
X	A1.02	CALIFORNIA ST. PARKING GARAGE - LEVEL B2
X	A1.03	CALIFORNIA ST. PARKING GARAGE - LEVEL B1
X	A1.04	LOADING PLAN - LEVEL B3
X	A1.05	LOADING PLAN - LEVEL B2
X	A1.06	REFUSE PLAN - LEVEL B3
X	A1.07	REFUSE PLAN - LEVEL B2
X	A2.00	"PLAZA BLDG A" BUILDING PLANS - LEVEL B1 AND 1
X	A2.01	"PLAZA BLDG A" BUILDING PLANS - LEVEL 2 AND 3
X	A2.02	"PLAZA BLDG A" BUILDING PLANS - ROOF
X	A2.11	"PLAZA BLDG A" BUILDING ELEVATION
X	A2.12	"PLAZA BLDG A" BUILDING ELEVATION
X	A2.13	"PLAZA BLDG A" BUILDING ELEVATION
X	A2.14	"PLAZA BLDG A" BUILDING ELEVATION
X	A2.21	"PLAZA BLDG A" BUILDING SECTION
X	A2.22	"PLAZA BLDG A" BUILDING SECTION
X	A2.30	"PLAZA BLDG A" SAMPLE UNIT PLANS
X	A2.41	"PLAZA BLDG A" OPEN SPACE DIAGRAMS
X	A2.42	"PLAZA BLDG A" OPEN SPACE DIAGRAMS
X	A2.60	"PLAZA BLDG A" PERSPECTIVES
X	A3.00	"PLAZA BLDG B" BUILDING PLANS - LEVEL B1
X	A3.01	"PLAZA BLDG B" BUILDING PLANS - LEVEL 1 & 2
X	A3.02	"PLAZA BLDG B" BUILDING PLANS - LEVEL 3 & 4
X	A3.03	"PLAZA BLDG B" BUILDING PLANS - ROOF
X	A3.11	"PLAZA BLDG B" BUILDING ELEVATION
X	A3.12	"PLAZA BLDG B" BUILDING ELEVATION
X	A3.13	"PLAZA BLDG B" BUILDING ELEVATION
X	A3.14	"PLAZA BLDG B" BUILDING ELEVATION
X	A3.15	"PLAZA BLDG B" BUILDING ELEVATION
X	A3.16	"PLAZA BLDG B" BUILDING ELEVATION
X	A3.21	"PLAZA BLDG B" BUILDING SECTION
X	A3.22	"PLAZA BLDG B" BUILDING SECTION
X	A3.23	"PLAZA BLDG B" BUILDING SECTION
X	A3.24	"PLAZA BLDG B" BUILDING SECTION
X	A3.30	"PLAZA BLDG B" SAMPLE UNIT PLANS
X	A3.41	"PLAZA BLDG B" OPEN SPACE DIAGRAMS
X	A3.42	"PLAZA BLDG B" OPEN SPACE DIAGRAMS
X	A3.60	"PLAZA BLDG B" PERSPECTIVES
X	A4.00	"WALNUT" OFFICE BUILDING PLANS - LEVEL B3
X	A4.01	"WALNUT" OFFICE BUILDING PLANS - LEVEL B2
X	A4.02	"WALNUT" OFFICE BUILDING PLANS - LEVEL B1
X	A4.03	"WALNUT" OFFICE BUILDING PLANS - LEVEL 1
X	A4.04	"WALNUT" OFFICE BUILDING PLANS - LEVEL 2
X	A4.05	"WALNUT" OFFICE BUILDING PLANS - ROOF
X	A4.11	"WALNUT" OFFICE BUILDING ELEVATION
X	A4.12	"WALNUT" OFFICE BUILDING ELEVATION
X	A4.13	"WALNUT" OFFICE BUILDING ELEVATION
X	A4.14	"WALNUT" OFFICE BUILDING ELEVATION
X	A4.15	"WALNUT" OFFICE BUILDING ELEVATION
X	A4.21A	"WALNUT" OFFICE BUILDING SECTION
X	A4.21B	"WALNUT" OFFICE BUILDING SECTION
X	A4.22	"WALNUT" OFFICE BUILDING SECTION
X	A4.23	"WALNUT" OFFICE BUILDING SECTION
X	A4.24	"WALNUT" OFFICE BUILDING SECTION
X	A4.25	"WALNUT" OFFICE BUILDING SECTION
X	A4.50	"CALIFORNIA STREET BLDGS" MATERIAL PALETTE
X	A6.00	EXISTING CONDITIONS + PROPOSED ADAPTION
X	A6.01	ADAPTIVE REUSE STRATEGY
X	A6.02	CENTER A & B - LEVEL B3 PLAN
X	A6.03	CENTER A & B - LEVEL B2 PLAN
X	A6.04	CENTER A & B - LEVEL B1 PLAN
X	A6.05	CENTER A & B - LEVEL L1 PLAN
X	A6.06	CENTER A & B - LEVEL L2 PLAN
X	A6.07	CENTER A & B - LEVEL L3 PLAN
X	A6.08	CENTER A & B - LEVEL L4 PLAN
X	A6.09	CENTER A & B - LEVEL L5 PLAN
X	A6.10	CENTER A & B - LEVEL L6 PLAN
X	A6.11	CENTER A & B - LEVEL L7 PLAN
X	A6.12	CENTER A & B - ROOF PLAN
X	A6.13	CENTER B - NORTH ELEVATION
X	A6.14	CENTER A - NORTH ELEVATION
X	A6.15	CENTER A - SOUTH ELEVATION
X	A6.16	CENTER B - SOUTH ELEVATION
X	A6.17	CENTER A - WEST ELEVATION
X	A6.18	CENTER B - WEST ELEVATION
X	A6.19	CENTER A - EAST ELEVATION
X	A6.20	CENTER B - EAST ELEVATION
X	A6.21	CENTER A &B - EXISTING & PROPOSED SITE SECTIONS
X	A6.22	CENTER A &B - EXISTING & PROPOSED SITE SECTIONS
X	A6.30	CENTER A & B - ILLUSTRATIVE UNIT PLANS
X	A6.40	CENTER A & B - BUILDING OPEN SPACE - LEVEL B2 PLAN
X	A6.41	CENTER A & B - BUILDING OPEN SPACE - LEVEL L1 PLAN
X	A6.42	CENTER A & B - BUILDING OPEN SPACE - LEVEL L3 PLAN
X	A6.43	CENTER A & B - BUILDING OPEN SPACE - LEVEL L4 PLAN
X	A6.44	CENTER A & B - BUILDING OPEN SPACE - LEVEL L5 PLAN
X	A6.45	CENTER A & B - BUILDING OPEN SPACE - LEVEL L6 PLAN
X	A6.46	CENTER A & B - UNIT EXPOSURE SECTIONS
X	A6.47	CENTER A & B - UNIT EXPOSURE SECTIONS
X	A6.50	CENTER A & B - MATERIAL PALETTE
X	A6.60	CENTER A & B - PERSPECTIVES
X	A6.61	CENTER A & B - PERSPECTIVES
X	A6.62	CENTER A & B - PERSPECTIVES
X	A7.01	MASONIC BUILDING PLAN - B1
X	A7.02	MASONIC BUILDING PLAN - LEVEL 1
X	A7.03	MASONIC BUILDING PLAN - LEVEL 2
X	A7.04	MASONIC BUILDING PLAN - LEVEL 3
X	A7.05	MASONIC BUILDING PLAN - LEVEL 4
X	A7.06	MASONIC BUILDING PLAN - LEVEL 5
X	A7.07	MASONIC BUILDING PLAN -LEVEL 6
X	A7.08	MASONIC BUILDING ROOF PLAN
X	A7.09	MASONIC BUILDING ROOF PLAN
X	A7.11	MASONIC BUILDING ELEVATIONS
X	A7.12	MASONIC BUILDING ELEVATIONS
X	A7.21	MASONIC BUILDING SECTIONS
X	A7.22	MASONIC BUILDING SECTIONS
X	A7.23	MASONIC BUILDING SECTIONS
X	A7.24	MASONIC BUILDING SECTIONS
X	A7.25	MASONIC BUILDING SECTIONS
X	A7.30	MASONIC TYPICAL UNIT PLANS
X	A7.41	MASONIC BUILDING OPEN SPACE - LEVEL 1
X	A7.42	MASONIC BUILDING OPEN SPACE - LEVEL 2
X	A7.43	MASONIC BUILDING OPEN SPACE - LEVEL 4
X	A7.44	MASONIC BUILDING OPEN SPACE - LEVEL 5
X	A7.45	MASONIC BUILDING OPEN SPACE - LEVEL 6
X	A7.46	MASONIC BUILDING OPEN SPACE - ROOF
X	A7.50	MASONIC MATERIAL PALETTE
X	A7.60	MASONIC BUILDING PERSPECTIVE
X	A8.01	EUCLID BUILDING PLAN - LEVEL 1
X	A8.02	EUCLID BUILDING PLAN - LEVEL 2
X	A8.03	EUCLID BUILDING PLAN - LEVEL 3
X	A8.04	EUCLID BUILDING PLAN - LEVEL 4
X	A8.05	EUCLID BUILDING PLAN - LEVEL 5
X	A8.06	EUCLID BUILDING PLAN - LEVEL 6
X	A8.07	EUCLID BUILDING PLAN - ROOF PLAN
X	A8.11	EUCLID BUILDING ELEVATIONS
X	A8.12	EUCLID BUILDING ELEVATIONS
X	A8.13	EUCLID BUILDING ELEVATIONS
X	A8.21	EUCLID BUILDING SECTIONS
X	A8.22	EUCLID BUILDING SECTIONS
X	A8.23	EUCLID BUILDING SECTIONS
X	A8.24	EUCLID BUILDING SECTIONS
X	A8.25	EUCLID BUILDING SECTIONS
X	A8.30	EUCLID TYPICAL UNIT PLANS
X	A8.41	EUCLID BUILDING OPEN SPACE - LEVEL 1
X	A8.42	EUCLID BUILDING OPEN SPACE - LEVEL 2
X	A8.43	EUCLID BUILDING OPEN SPACE - LEVEL 3
X	A8.44	EUCLID BUILDING OPEN SPACE - LEVEL 6
X	A8.50	EUCLID MATERIAL PALETTE
X	A8.60	EUCLID BUILDING PERSPECTIVE
X	A8.61	EUCLID GREEN PERSPECTIVE
X	A9.01	MAYFAIR BUILDING PLANS - LEVEL B1 & 1
X	A9.02	MAYFAIR BUILDING PLANS - LEVEL 2 & 3
X	A9.03	MAYFAIR BUILDING PLANS - LEVEL 4 & ROOF
X	A9.04	MAYFAIR BUILDING PLANS - ROOF
X	A9.11	MAYFAIR BUILDING ELEVATIONS
X	A9.12	MAYFAIR BUILDING ELEVATIONS
X	A9.21	MAYFAIR BUILDING SECTIONS
X	A9.22	MAYFAIR BUILDING SECTIONS
X	A9.30	MAYFAIR TYPICAL UNIT PLANS
X	A9.41	MAYFAIR BUILDING OPEN SPACE - LEVEL 1 & 3
X	A9.42	MAYFAIR BUILDING OPEN SPACE - LEVEL 4 & ROOF
X	A9.50	MAYFAIR MATERIAL PALETTE
X	A9.60	MAYFAIR PERSPECTIVE
X	A10.01	LAUREL DUPLEX PLANS
X	A10.02	LAUREL DUPLEX PLANS
X	A10.03	LAUREL DUPLEX PLANS
X	A10.04	LAUREL DUPLEX PLANS
X	A10.11	LAUREL DUPLEX ELEVATIONS
X	A10.12	LAUREL DUPLEX ELEVATIONS
X	A10.13	LAUREL DUPLEX ELEVATIONS
X	A10.21	LAUREL DUPLEX SECTIONS
X	A10.22	LAUREL DUPLEX SECTIONS
X	A10.23	LAUREL DUPLEX SECTIONS
X	A10.24	LAUREL DUPLEX SECTIONS
X	A10.25	LAUREL DUPLEX SECTIONS
X	A10.40	LAUREL DUPLEX OPEN SPACE
X	A10.50	LAUREL MATERIAL PALETTE
X	A10.60	LAUREL PERSPECTIVE

EIR VARIANT 1

GENERAL -

X G0.01v TITLE SHEET - VARIANT
X VAR.00 KEYING SITE PLAN - EIR VARIANT 1
X VAR.01a EIR VARIANT 1: DATA
X VAR.01b EIR VARIANT 1: PARKING SUMMARY
X VAR.02 EIR VARIANT 1: SITE ELEVATIONS

LANDSCAPE -

X VAR.04 LANDSCAPE SITE PLAN

ARCHITECTURE -

X VAR.10 EIR VARIANT 1: SITE - BELOW GRADE PARKING DIAGRAM
X VAR.11 EIR VARIANT 1: CALIF. ST. PARKING GARAGE - LEVEL B3
X VAR.12 EIR VARIANT 1: CALIF. ST. PARKING GARAGE - LEVEL B2
X VAR.13 EIR VARIANT 1: CALIF. ST. PARKING GARAGE - LEVEL B1
X VAR.14 EIR VARIANT 1: "WALNUT" BUILDING PLANS - B3
X VAR.15 EIR VARIANT 1: "WALNUT" BUILDING PLANS - B2
X VAR.16 EIR VARIANT 1: "WALNUT" BUILDING PLANS - B1
X VAR.17 EIR VARIANT 1: "WALNUT" BUILDING PLANS - LEVEL 1
X VAR.18 EIR VARIANT 1: "WALNUT" BUILDING PLANS - LEVEL 2
X VAR.19 EIR VARIANT 1: "WALNUT" BUILDING PLANS - LEVEL 3-4
X VAR.20 EIR VARIANT 1: "WALNUT" BUILDING PLANS - LEVEL 5
X VAR.21 EIR VARIANT 1: "WALNUT" BUILDING PLANS - ROOF
X VAR.22 EIR VARIANT 1: "WALNUT" BUILDING ELEVATIONS
X VAR.23 EIR VARIANT 1: "WALNUT" BUILDING ELEVATIONS
X VAR.24 EIR VARIANT 1: "WALNUT" BUILDING ELEVATIONS
X VAR.25 EIR VARIANT 1: "WALNUT" BUILDING ELEVATIONS
X VAR.26 EIR VARIANT 1: "WALNUT" BUILDING ELEVATIONS
X VAR.31 EIR VARIANT 1: WALNUT SECTIONS
X VAR.32 EIR VARIANT 1: WALNUT SECTIONS
X VAR.33 EIR VARIANT 1: WALNUT SECTIONS
X VAR.34 EIR VARIANT 1: WALNUT SECTIONS
X VAR.41 EIR VARIANT 1: OPEN SPACE
X VAR.42 EIR VARIANT 1: OPEN SPACE
X VAR.43 EIR VARIANT 1: OPEN SPACE
X VAR.44 EIR VARIANT 1: PLANNING CODE DIAGRAMS
X VAR.60 EIR VARIANT 1: "WALNUT" RESIDENTIAL PERSPECTIVES

"X" DENOTES SHEET IS INCLUDED IN SUBMITTAL

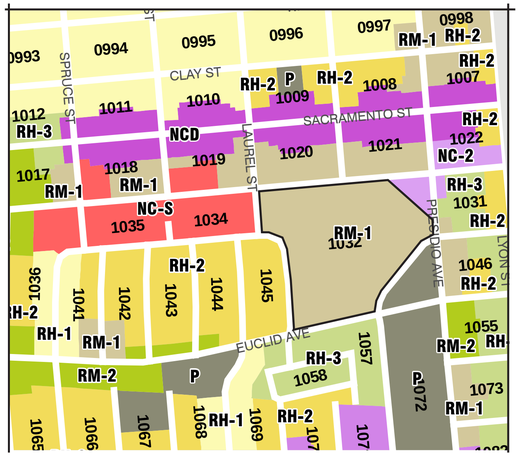
PROJECT DESCRIPTION

THE 3333 CALIFORNIA STREET MIXED-USE PROJECT (PROPOSED PROJECT) SITE IS A 446,468-SQUARE-FOOT, OR AN APPROXIMATELY 10.25-ACRE PARCEL BOUNDED BY CALIFORNIA STREET TO THE NORTH, PRESIDIO AVENUE TO THE EAST, MASONIC AVENUE TO SOUTHEAST, EUCLID AVENUE TO THE SOUTH, AND LAUREL STREET/MAYFAIR DRIVE TO THE WEST, IN SAN FRANCISCO'S PRESIDIO HEIGHTS NEIGHBORHOOD, IN THE NORTHWEST PORTION OF SAN FRANCISCO. THE PROJECT SPONSOR, LAUREL HEIGHTS PARTNERS, LLC, OWNS THE SITE AND LEASES IT TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH USES THE PROJECT SITE FOR ITS UNIVERSITY OF CALIFORNIA SAN FRANCISCO (UCSF) LAUREL HEIGHTS CAMPUS. PRIOR TO THE PROJECT SPONSOR'S RECENT ACQUISITION OF FEE TITLE TO THE SITE, THE PROJECT SPONSOR HAD ENTERED INTO A 99-YEAR PRE-PAID GROUND LEASE WITH THE REGENTS, THE FORMER OWNER OF THE SITE, IN 2014. THE PROJECT SITE DOES NOT INCLUDE THE SAN FRANCISCO FIREMAN'S CREDIT UNION (NOW CALLED SF FIRE CREDIT UNION) AT THE SOUTHWEST CORNER OF CALIFORNIA STREET AND PRESIDIO AVENUE, WHICH IS ON A SEPARATE PARCEL.

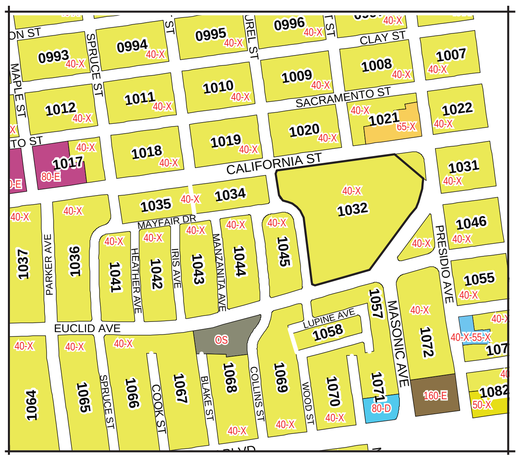
THE PROJECT SITE IS DEVELOPED WITH A FOUR-STORY, 455,000-GROSS-SQUARE-FOOT (GSF) OFFICE BUILDING WITH A THREE-LEVEL, 212-SPACE, PARTIALLY BELOW-GRADE PARKING GARAGE AT THE CENTER OF THE SITE; A ONE-STORY, 14,000-GSF ANNEX BUILDING AT THE CORNER OF CALIFORNIA AND LAUREL STREETS; THREE SURFACE PARKING LOTS WITH A TOTAL OF 331 SPACES CONNECTED BY INTERNAL ROADWAYS; TWO CIRCULAR GARAGE RAMP STRUCTURES LEADING TO BELOW-GRADE PARKING LEVELS; AND LANDSCAPING OR LANDSCAPED OPEN SPACE. THE CAMPUS SERVES AS THE PRIMARY LOCATION FOR UCSF'S OFFICES FOR ITS SOCIAL, BEHAVIORAL, AND POLICY SCIENCE RESEARCH DEPARTMENTS.

THE PROPOSED PROJECT CONSISTS OF REDEVELOPMENT OF THE SITE FROM OFFICE, RESEARCH, CHILD CARE, AND PARKING USES TO A MIX OF RESIDENTIAL, RETAIL, OFFICE, CHILD CARE, AND ASSOCIATED PARKING USES. THESE PROPOSED USES WOULD BE LOCATED IN 13 NEW BUILDINGS AND IN THE ADAPTIVELY REUSED OFFICE BUILDING, WHICH WOULD BE DIVIDED INTO TWO SEPARATE RESIDENTIAL BUILDINGS. PROPOSED PARKING WOULD BE PROVIDED IN FOUR BELOW-GRADE PARKING GARAGES AND SEVEN INDIVIDUAL, TWO-CAR PARKING GARAGES. THE PROPOSED PROJECT WOULD REQUIRE DEMOLITION, SOILS DISTURBANCE, AND EXCAVATION TO DEPTHS RANGING FROM 7 TO 40 FEET BELOW THE EXISTING GRADE FOR CONSTRUCTION OF THE BELOW-GRADE PARKING GARAGES, BUILDING FOUNDATIONS, AND SITE TERRACING.

ZONING MAP*



HEIGHT / BULK MAP*



* MAPS FROM WWW.SF-PLANNING.ORG

PROJECT TOTALS SUMMARY

PROJECT TOTALS

		EXISTING (area or count)	PROPOSED (area or count)	DELTA
AREA SUMMARY				
	RESIDENTIAL	0	829,847	829,847
	RETAIL	0	27,263	27,263
	RETAIL F&B	0	12,998	12,998
	OFFICE	364,500	49,999	-314,501
	CHILDCARE	11,500	13,630	2,130
	GARAGE	93,000	361,788	268,788
	Total	469,000	1,295,525	826,525
TOTAL UNIT COUNT SUMMARY				
	JR	0	27	27
	1-BED	0	207	207
	2-BED	0	194	194
	3-BED	0	103	103
	4-BED	0	27	27
	Total	0	558	558
PARKING SUMMARY				
	RESIDENTIAL	0	558	558
	RETAIL	0	58	58
	RETAIL F&B	0	28	28
	OFFICE	483	80	-403
	CHILDCARE	0	29	29
	COMMERCIAL	60	0	-60
	Total	543	753	210
	CAR SHARE	0	10	10
SECTION 135 OPEN SPACE SUMMARY				
	RESIDENTIAL PRIVATE	0	11,700	11,700
	TENANT COMMON	160,700	24,200	-136,500
	PUBLIC	0	34,453	34,453
	COMMON NON-SEC.135	4,500	45,300	40,800
	PUBLIC NON-SEC.135		92,673	92,673
	Total	165,200	208,326	43,126

BELOW MARKET RATE UNITS NOTE:
THE PROPOSED PROJECT WOULD INCLUDE AFFORDABLE HOUSING UNITS AS REQUIRED UNDER PLANNING CODE SECTION 415 AND/OR AS SET FORTH IN A DEVELOPMENT AGREEMENT (DA) FOR THE PROJECT BETWEEN THE PROJECT SPONSOR AND THE CITY. THE TERMS OF THE DA REGARDING PROVISION OF AFFORDABLE HOUSING AND OTHER MATTERS ARE STILL UNDER DISCUSSION, AND, IN ADDITION, THE PROJECT SPONSOR IS GATHERING COMMUNITY INPUT REGARDING THIS MATTER.

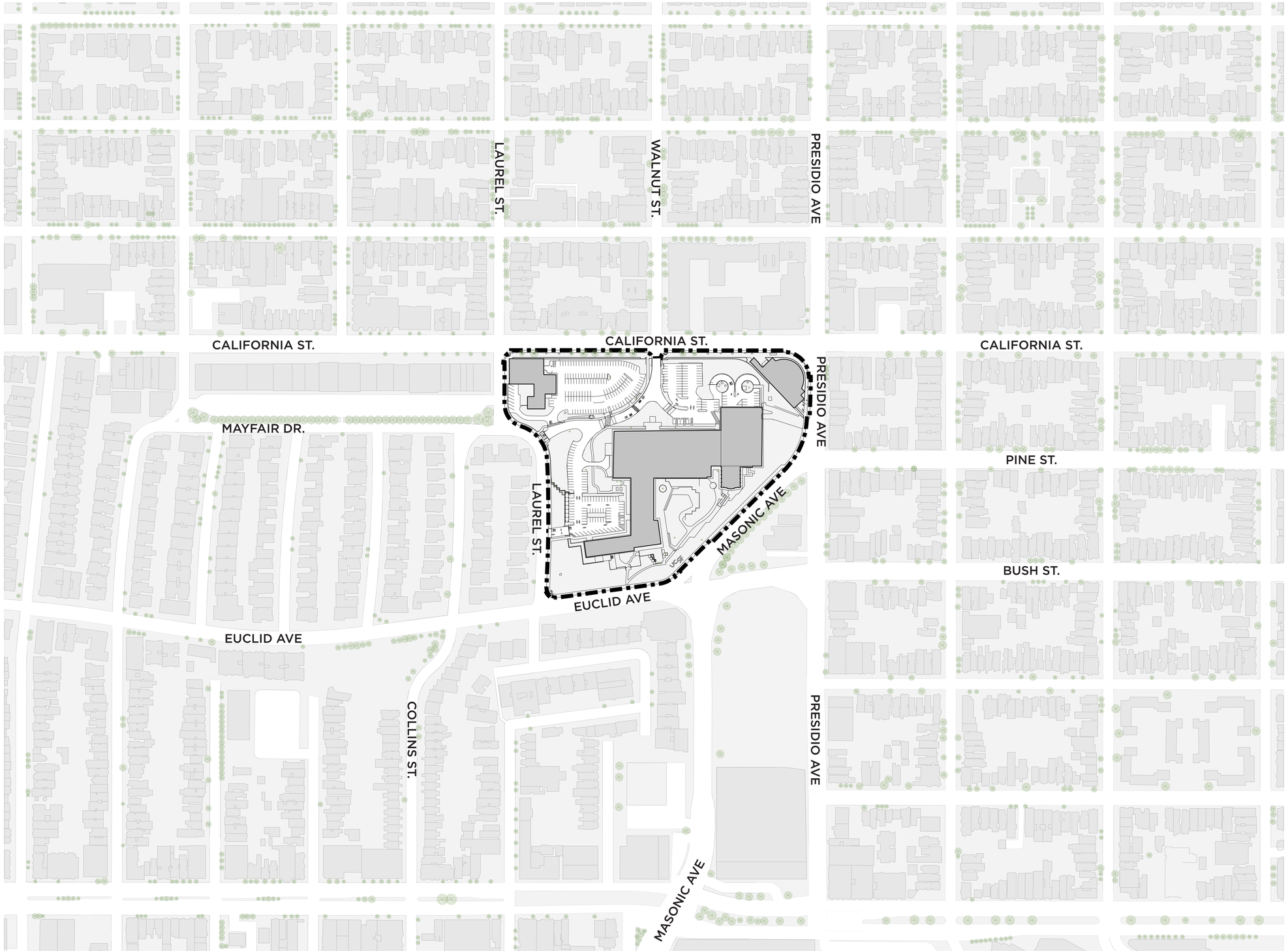
PROPERTY SUMMARY:

ADDRESS:	3333 CALIFORNIA STREET
SUPERVISOR:	DISTRICT 2 / CATHERINE STEFANI
BLOCK/LOT:	1032/003
LOT AREA:	446,468 SF
ZONING:	RM-1
HEIGHT/BULK:	40-X

ZONING SUMMARY:

USES PERMITTED: (TABLE 209.2)	**REQUIRED / PERMITTED** DWELLING UNITS (P) RETAIL SALES (NP)[1] COMMERCIAL USE (NP)[1]	**PROVIDED** 558 RESIDENTIAL DWELLING UNITS 40,261 SF RETAIL 49,999 SF OFFICE
DWELLING UNIT DENSITY : (TABLE 209.2)	1:800 SF LOT AREA 446,468/800 = 558 /600 WITH PUD = 744	558 - COMPLIES
HEIGHT (SEC. 260):	40-FT[2] (E) BLDG A - 68'-6"(NON-CONFORMING) (E) BLDG B - 67'-0"(NON-CONFORMING)	CALIFORNIA ST - 45-FT MASONIC AVE - 40-FT EUCLID AVE - 40-FT LAUREL - 30 TO 40FT MAYFAIR - 40-FT (E) BLDG A - 11'-6" ABOVE (E) BLDG (E) BLDG B - 25 FT ABOVE (E) BLDG
BULK (SEC. 270):	"X" - HEIGHT STEPPING REQ'D IF GRADE EXCEEDS 5% SLOPE.	COMPLIES, SEE SHEET G3.04
FAR (SEC. 124(b))	1.8:1-ONLY APPLIES TO COMMERCIAL	OFFICE COMPLIES
UNIT MIX	MIN. 25% 2-BED; 10% 3 BED PER SFP SEC. 207.7	COMPLIES - SEE G301.D
REAR YARD (SEC. 209.2):	45% LOT DEPTH	53 % OF SITE IS OPEN AREA[3]
OPEN SPACE (SEC. 135):	100 SF/UNIT PRIVATE, 133 SF/UNIT COMMON	COMPLIES, SEE SHEET G3.03
PARKING (SEC. 150):	RES: REQ'D 1.0/1.0 DU OFFICE: REQ'D 2/1000 OSF RETAIL GEN: REQ'D 2/1000 UP TO 20K GSF RETAIL F+B: 4/1000 OSF CHILDCARE 1/25 CHILDREN = 7	558 SPACES, OR 1.0/1.0 80 SPACES (2/1000 OSF) 58 (PER TDM) 28 (PER TDM) 29 SPACES
CAR SHARE (SEC. 166):	201+ DU: 2, + 1/200 = 4 REQ'D 50+ STALLS: 1= 1/50 OVER 50 = 5 REQ'D TOTAL PARKING:	5 - COMPLIES 5 - COMPLIES 763
OFF-STREET LOADING: (SEC. 152)	1 FOR 10,000-60,000 SF RETAIL 3 FOR 500,000-900,000 SF RES+OFFICE	TOTAL OF 6 PROVIDED - COMPLIES (3 IN WALNUT BLDG, 3 IN MASONIC BLDG)
BIKE PARKING (SEC. 155):	CLASS ONE: RES: 100 + 1/4 DU OVER 100 = 215 OFFICE: 1/5,000 0SF = 39,999/5,000 = 8 RETAIL: 1/7,500 OSF = 40,261/7,500 = 6 CHILDCARE: 1/20 CHILDREN = 172/20=9 TOTAL CLASS 1 BIKE STALLS: CLASS TWO: RES: 1 / 20 DU = 558/20 = 28 OFFICE: 2 REQ'D IF <50,000 GSF RETAIL: 1/2,500 NSF IF <50K GSF = 8 FOOD/BEV: 1/750 NSF = 10,398/750 CHILDCARE: 1/20 CHILDREN = 8 TOTAL CLASS 2 BIKE STALLS:	 558 - COMPLIES[4] 8 - COMPLIES 8 - COMPLIES 10 - COMPLIES 584 36 - COMPLIES[4] 4 - COMPLIES 8 - COMPLIES 14 - COMPLIES 10 - COMPLIES 72

1. *SPONSOR WILL BE REQUESTING A ZONING CHANGE TO INCLUDE THESE USES.*
2. *SPONSOR WILL BE REQUESTING AN ADDITIONAL FIVE-FEET FOR MIXED-USE BUILDINGS ALONG CALIFORNIA STREET.*
3. *SPONSOR WILL BE REQUESTING A REAR YARD EQUIVALENCY AND TO THE EXTENT IT IS APPLICABLE, PLANNING COMMISSION RESOLUTION 4109 WILL REQUIRE MODIFICATION.*
4. *SPONSOR IS EXPLORING UP TO ONE "CLASS ONE" SPACE PER BEDROOM AND INCORPORATION OF BIKE SHARE PROGRAMS.*



3333 CALIFORNIA STREET SAN FRANCISCO, CA

Cheryl Barton

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

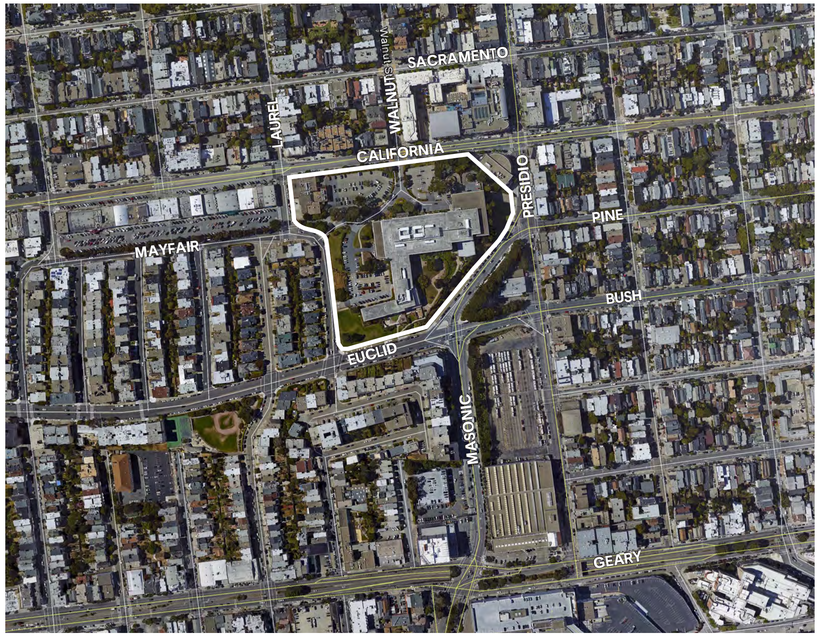
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 75' 150' 300' 600'

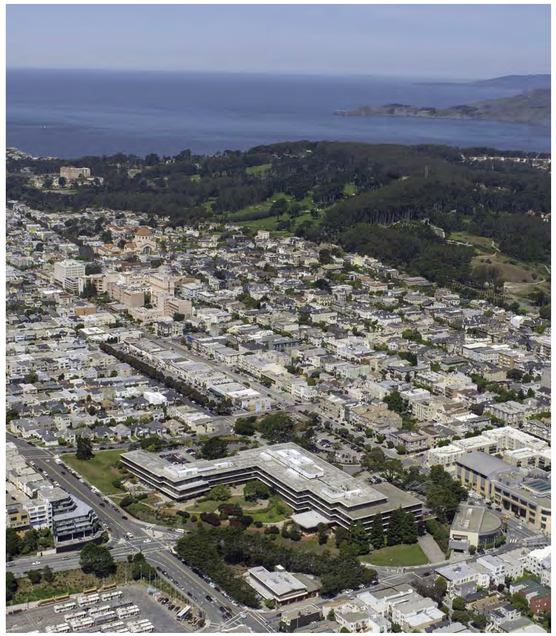
N

VICINITY MAP

G1.00



VICINITY MAP



AERIAL VIEW LOOKING NORTH-WEST



AERIAL VIEW LOOKING SOUTH-EAST



BRICK ELEMENTS AND LINEAR MODERN FACADE



EXISTING CYPRESS TREE



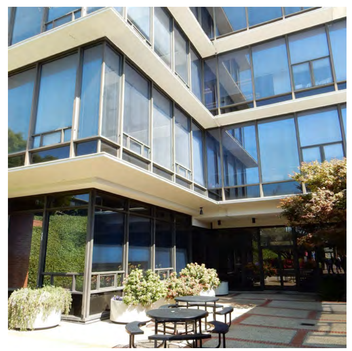
VIEW OF BRICK WALL ALONG CALIFORNIA



EXISTING VIEW FROM HILLTOP PARK



EXISTING GARAGE ENTRY AT MAYFAIR DR.



EXISTING BUILDING

3333 CALIFORNIA STREET SAN FRANCISCO, CA

VICINITY MAP + EXISTING SITE IMAGES

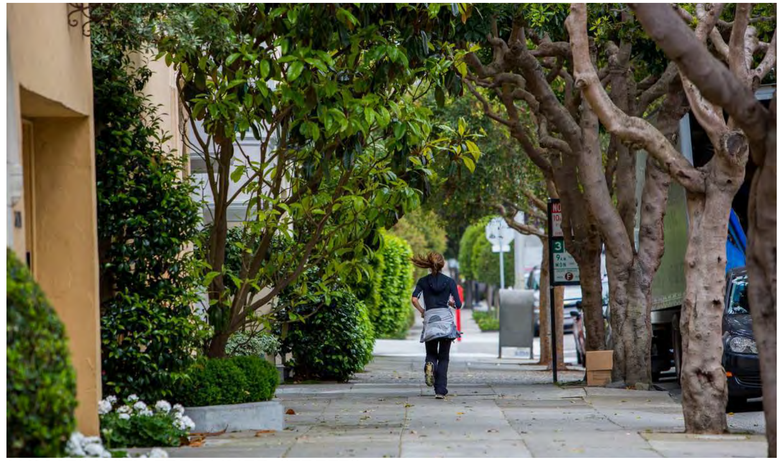
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

G1.01



RESIDENTIAL UNITS ACROSS CALIFORNIA



HOMES WITH TREE LINED STREETS



MULTIFAMILY HOUSING ON EUCLID



ATTACHED HOUSING ON COLLINS STREET



DETATCHED HOUSING ON WEST SIDE OF LAUREL ST.



COMMUNITY CENTER ON CALIFORNIA AND PRESIDIO



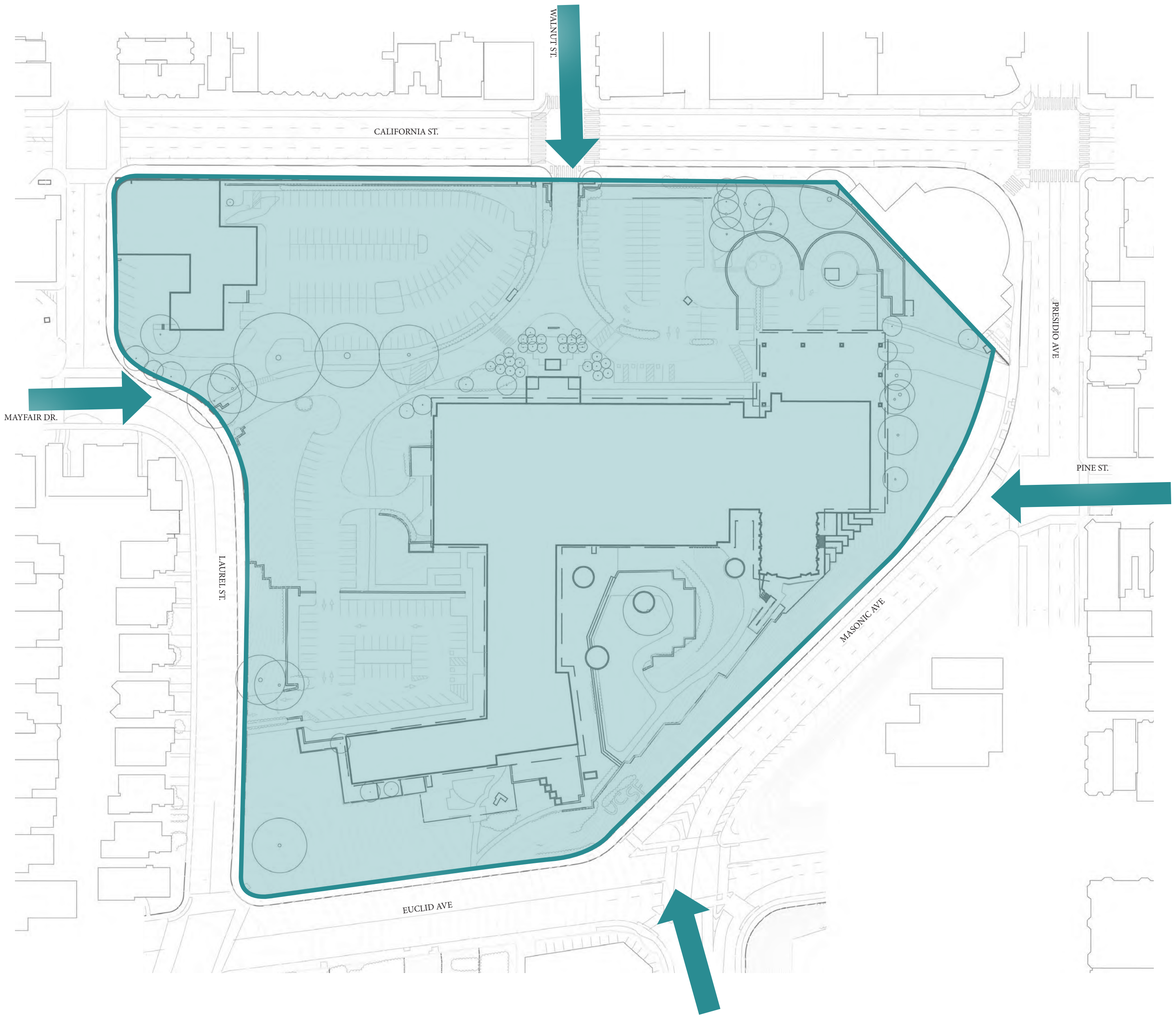
RETAIL AND RESTAURANT ON CALIFORNIA STREET



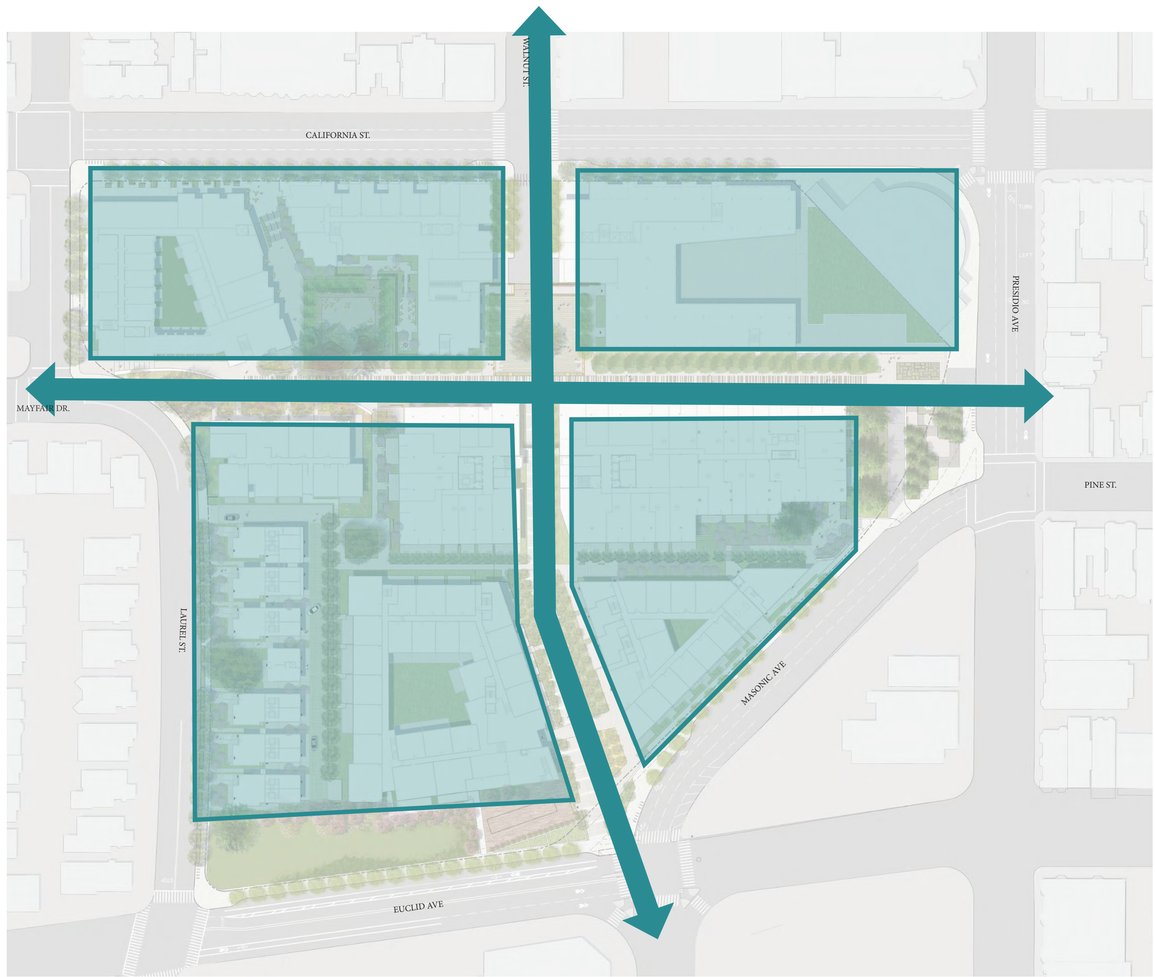
RETAIL FRONT WITH RESIDENTIAL ABOVE ON SACRAMENTO STREET



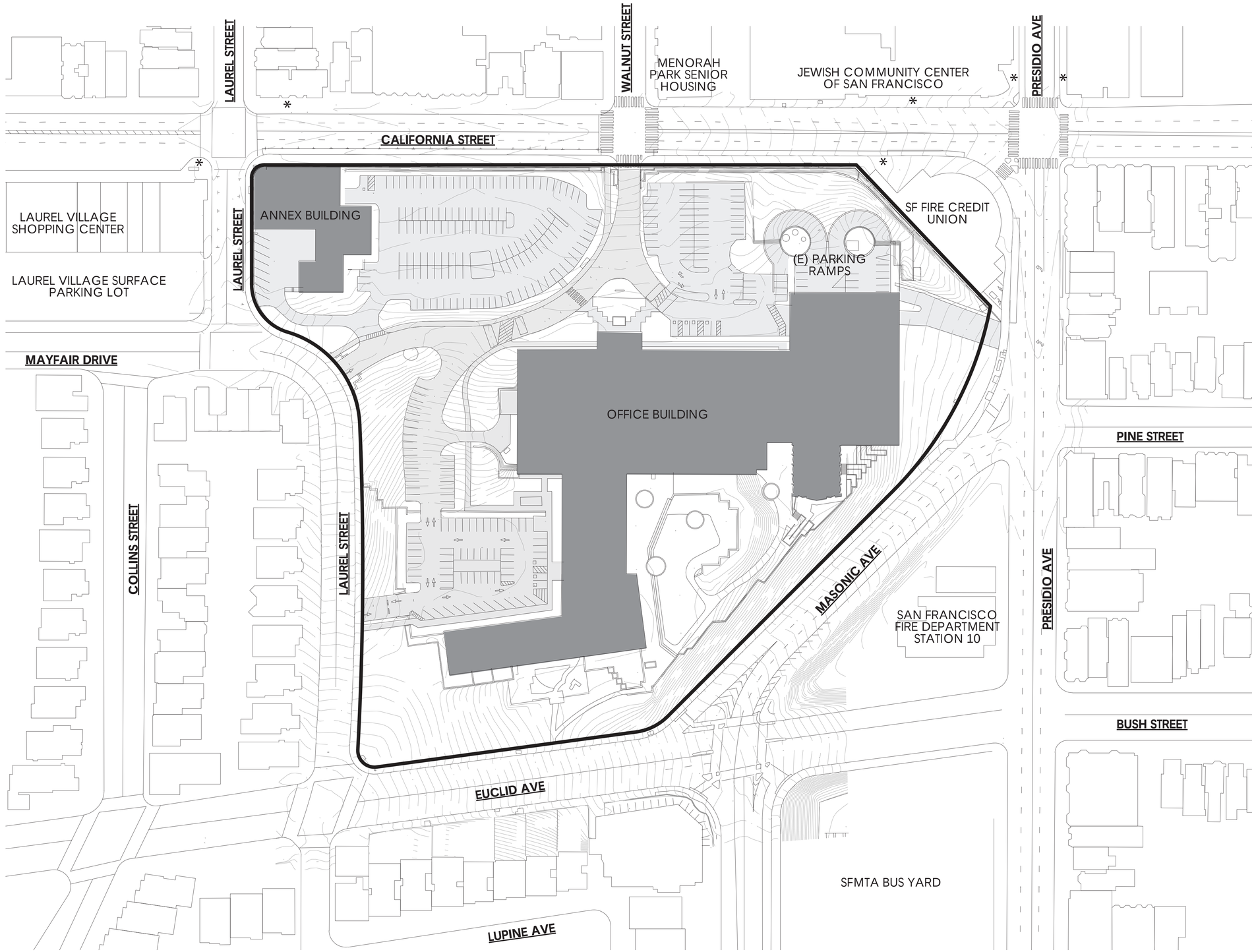
COMMUNITY SERVING RETAIL AT LAUREL VILLAGE



EXISTING CONDITION:
SINGLE BLOCK ISOLATED FROM THE CITY GRID



PROPOSED CONDTION:
SITE BROKEN INTO CITY BLOCKS



* DENOTES (E) BUS STOP

3333 CALIFORNIA STREET SAN FRANCISCO, CA

SITE PLAN - EXISTING

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 30' 60' 120' 180'

N

G1.04



FOLLOWING THE PPA SUBMITTAL THE "PRESIDIO BUILDING" WAS REMOVED FROM THE PROJECT - A5 SERIES IS OMITTED FROM DRAWING SET.

3333 CALIFORNIA STREET SAN FRANCISCO, CA

KEYING SITE PLAN - PROPOSED

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 30' 60' 120' 180' N

G1.05

VIEW IS FROM PREVIOUS SUBMISSION AND IS INCLUDED FOR ILLUSTRATIVE PURPOSES ONLY - SOME ARCHITECTURE MAY NOT REFLECT CURRENT SUBMITTAL.

AERIAL VIEW LOOKING NORTH

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PROPOSED SITE VIEWS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

G2.01

VIEW IS FROM PREVIOUS SUBMISSION AND IS INCLUDED FOR ILLUSTRATIVE PURPOSES ONLY - SOME ARCHITECTURE MAY NOT REFLECT CURRENT SUBMITTAL.

AERIAL VIEW LOOKING EAST

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PROPOSED SITE VIEWS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

G2.02



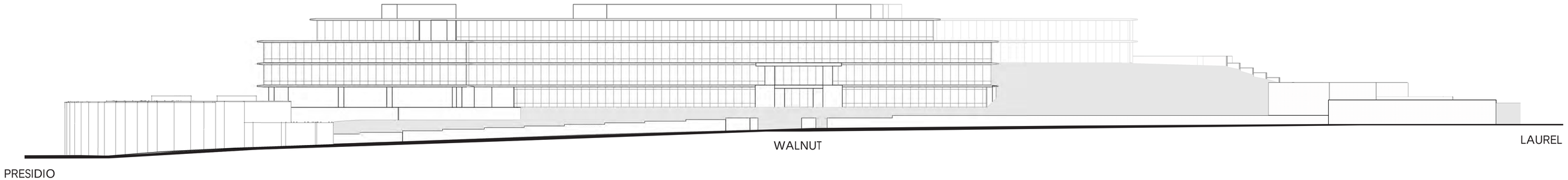
VIEW LOOKING WEST ON CALIFORNIA TOWARDS THE WALNUT BUILDING



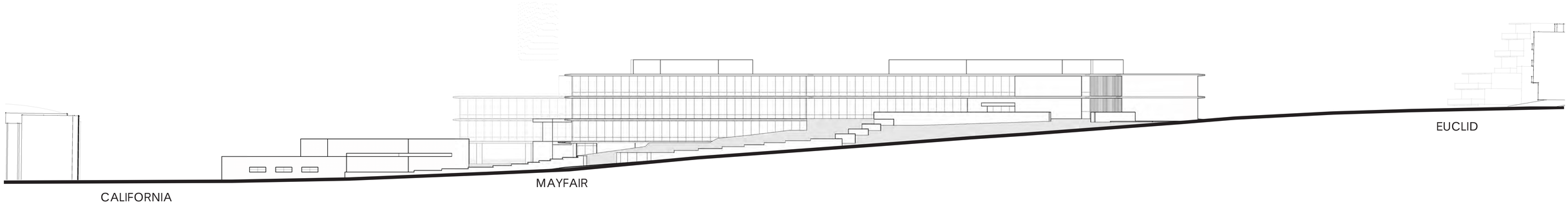
VIEW OF EUCLID GREEN



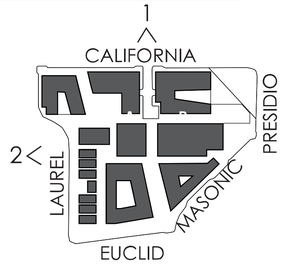
VIEW TOWARD DOWNTOWN FROM THE OVERLOOK ON MAYFAIR



1. EXISTING CALIFORNIA STREET ELEVATION - OVERALL



2. EXISTING LAUREL STREET ELEVATION - OVERALL



3333 CALIFORNIA STREET SAN FRANCISCO, CA

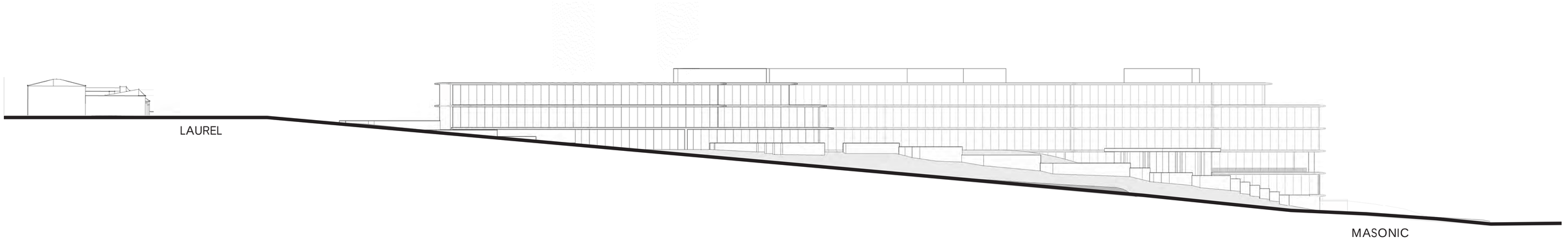
REFERENCE SITE ELEVATIONS - EXISTING

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

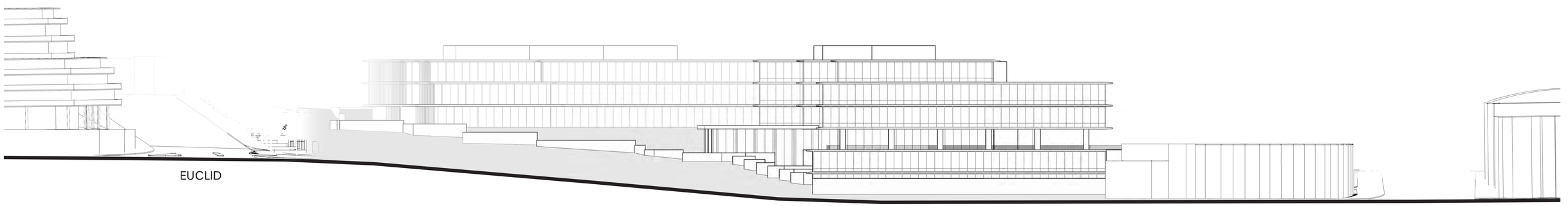
7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

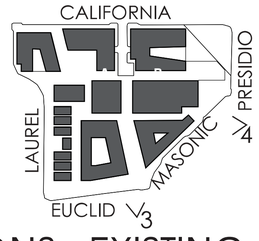
G2.04



3. EXISTING EUCLID AVENUE ELEVATION - OVERALL



4. EXISTING PRESIDIO / MASONIC ELEVATION - OVERALL



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

REFERENCE SITE ELEVATIONS - EXISTING

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

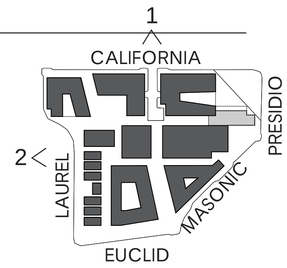
G2.05



1. CALIFORNIA STREET ELEVATION - OVERALL



2. LAUREL STREET ELEVATION - OVERALL



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

REFERENCE SITE ELEVATIONS - PROPOSED

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 15’ 30’ 60’ 90’

G2.06



3. EUCLID AVENUE ELEVATION - OVERALL



4. PRESIDIO / MASONIC ELEVATION - OVERALL



3333 CALIFORNIA STREET SAN FRANCISCO, CA

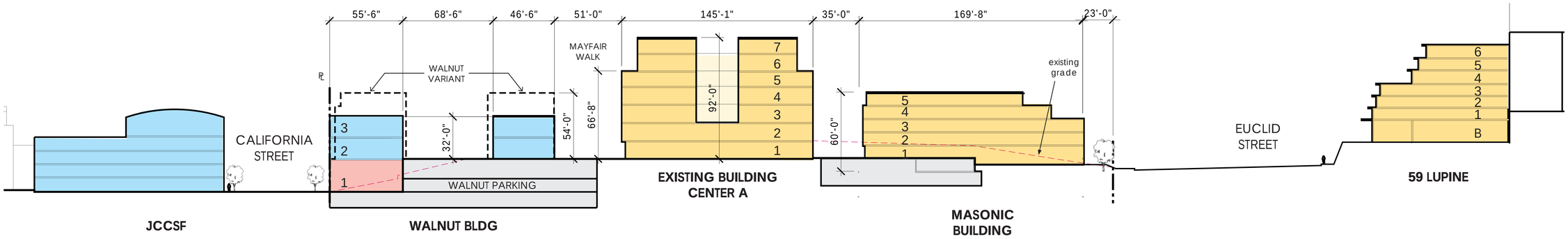
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

REFERENCE SITE ELEVATIONS - PROPOSED

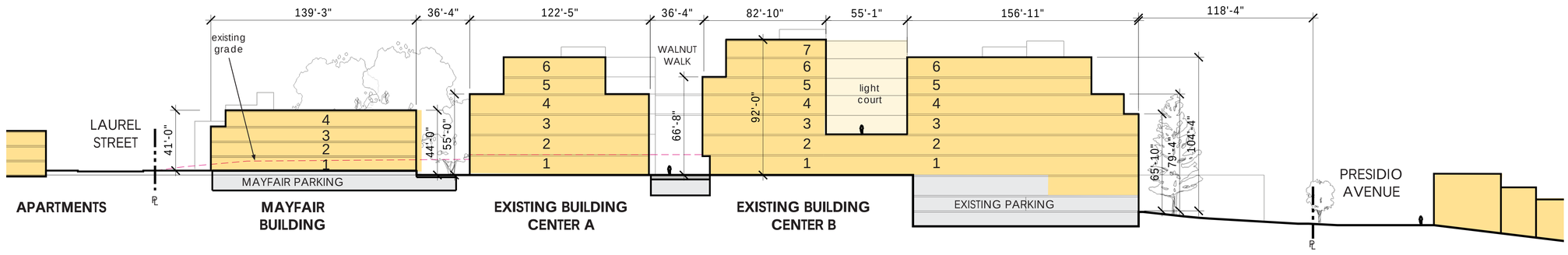
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 15’ 30’ 60’ 90’

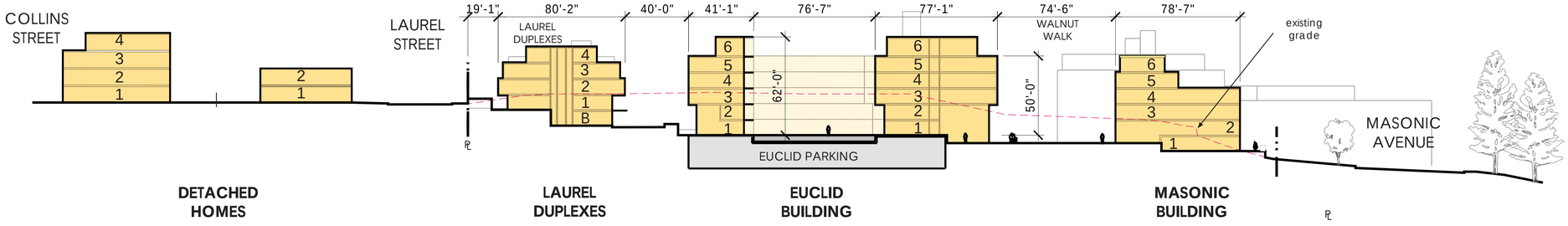
G2.07



1 NORTH-SOUTH SITE SECTION



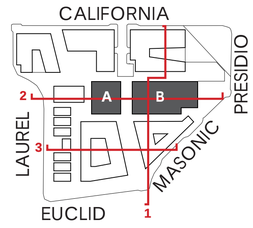
2 EAST-WEST SITE SECTION



3 EAST-WEST SITE SECTION

CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PROJECT SITE SECTIONS

PRADO GROUP · SKS · JAMES CORNER FIELD OPERATIONS · MSLA · ARUP · BAR architects · JENSEN · SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 20' 40' 80' 120'

G2.08

PROJECT AREAS

PROJECT TOTALS

Bldg	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Retail Core	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
Plaza Bldg A	66,755	7,408	7,408		0	0	62,190	143,761
Plaza Bldg B	72,035	5,590	5,590		0	0	50,542	133,757
Walnut	0	14,265	0		49,999	13,630	152,425	230,319
Center Bldg A	89,735	0	0	0	0	0	0	89,735
Center Bldg B	231,667	0	0	0	0	0	22,731	254,398
Masonic	83,505	0	0	0	0	0	14,220	97,725
Euclid	184,170	0	0	0	0	0	42,360	226,530
Laurel Duplexes	55,300	0	0	0	0	0	4,960	60,260
Mayfair	46,680	0	0	0	0	0	12,360	59,040
Total	829,847	27,263	12,998	0	49,999	13,630	361,788	1,295,525

UNIT MIX/COUNT

Level	JR	1-BED	2-BED	3-BED	4-BED or PH	TOTAL
Plaza Bldg A	18	22	23	4	0	67
Plaza Bldg B	9	21	25	6	0	61
Walnut	0	0	0	0	0	0
Center Bldg A	0	24	11	10	6	51
Center Bldg B	0	51	49	30	9	139
Masonic	0	22	25	10	0	57
Euclid	0	55	54	30	0	139
Laurel Duplexes	0	0	0	2	12	14
Mayfair	0	12	7	11	0	30
Total	27	207	194	103	27	558
	5%	*37%*	*35%*	*18%*	*5%*	*100%*

PARKING PROVIDED

Bldg	Dwelling Units	Res *0 to 1.5 /du*	Res Total TDM Provided	Childcare	Childcare Req'd *1.5/25 children*	Total TDM Provided	Retail (general) x 0.8 *	Retail (general) *Code 1.5/500 osf*	Total Retail TDM Provided	Retail (F&B) x 0.8*	Retail (F&B) *Code 1.5/200 osf*	Total Retail TDM Provided	Office x 0.8*	Office Code 1.5/500 *osf*	Total Office TDM Provided	Commercial	Commercial Req'd	Total Com. Provided
Plaza Bldg A	67	101	**67**	0	0	**0**	5,926	18	**18**	5,926	44	**14**	0	0	**0**	0	0	**0**
Plaza Bldg B	61	92	**61**	0	0	**0**	4,472	13	**10**	4,472	34	**14**	0	0	**0**	0	0	**0**
Walnut	0	0	**0**	179 children	11	**29**	11,412	34	**30**	0	0	**0**	39,999	120	**80**	0	0	**0**
Center Bldg A	51	77	**51**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Center Bldg B	139	209	**139**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Masonic	57	86	**57**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Euclid	139	209	**139**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Laurel Duplexes	14	21	**14**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Mayfair	30	45	**30**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Total		837	**558**		11	**29**		65	**58**		78	**28**		120	**80**		0	**0**
Car Share:	4	Required Residential		5	Required Non-Residential		9	Total Required		10	Total Car Share Provided						Total Parking on Site:	**763**

* Occupied Floor Area (OFA) is assumed to be 80% of tenant floor area per NOPDR1

CLASS 1 BIKE PARKING

CLASS ONE BIKE

Bldg	Dwelling Units	Stalls Req'd *1/du to 100 then 1/4du*	Total Res. Provided	Childcare	Stalls Req'd *1/20 children*	Total Provided	Retail (general) x 0.8	Retail (general) Req'd *1/7,500sf*	Total Retail Provided	Retail (F&B) x 0.8	Retail (F&B) *Req'd 1/7,500sf*	Total Retail Provided	Office x 0.8	Office Req'd *1/5000sf*	Total Office Provided
Plaza Bldg A	67	67	**67**	0	0	**0**	5,926	1	**0***	5,926	1	**0***	0	0	**0**
Plaza Bldg B	61	61	**61**	0	0	**0**	4,472	1	**2**	4,472	1	**2**	0	0	**0**
Walnut	0	0	**0**	179 children	9	**10**	14,265	2	**4**	0	0	**0**	39,999	8	**8**
Center Bldg A	51	51	**51**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Center Bldg B	139	110	**139**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Masonic	57	89	**57**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Euclid	139	110	**139**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Laurel Duplexes	14	14	**14**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Mayfair	30	30	**30**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Total		532	**558**		9	**10**		3	**6**		2	**2**		8	**8**

* Class 1 bike parking for retail in the Plaza buildings is centralized at the B1 level in Plaza B and adjacent to a locker and shower room — **Total on Site: 584**

CLASS 2 BIKE PARKING

CLASS TWO BIKE

Bldg	Dwelling Units	Stalls Req'd *1/20 du*	Total Res. Provided	Childcare	Stalls Req'd *1/20 children*	Total Provided	Retail (general) x 0.8	Retail (general) Req'd *1/2,500sf*	Total Retail Provided	Retail (F&B) x 0.8	Retail (F&B) *Req'd 1/750sf*	Total Retail Provided	Office x 0.8	Office *min 2, plus 1/50,000 sf*	Total Office Provided
Plaza Bldg A	67	3	**4**	0	0	**0**	5,926	2	**2**	5,926	8	**8**	0	0	**0**
Plaza Bldg B	61	3	**4**	0	0	**0**	4,472	2	**2**	4,472	6	**6**	0	0	**0**
Walnut	0	0	**0**	179 children	9	**10**	8,500	4	**4**	0	0	**0**	39,999	3	**4**
Center Bldg A	51	3	**4**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Center Bldg B	139	7	**8**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Masonic	61	3	**4**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Euclid	139	7	**8**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Laurel Duplexes	14	1	**2**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Mayfair	30	2	**2**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Total		29	**36**		9	**10**		8	**8**		14	**14**		3	**4**

PLAZA BLDG A

Level	Residential Gross SF	Retail Uses SF	Retail Food and Bev. SF	Retail Core	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
3	24,615	0	0	0	0	0	0	24,615
2	24,615	0	0	0	0	0	0	24,615
1	14,745	2,268	2,268	0	0	0	0	19,281
B1	2,780	5,140	5,140		0	0	25,285	38,345
B2	0	0	0	0	0	0	36,905	36,905
B3	0	0	0	0	0	0	0	0
Total	66,755	7,408	7,408	0	0	0	62,190	**143,761**

PLAZA BLDG B

Level	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Retail Core	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
4	7,200	0	0	0	0	0	0	7,200
3	21,430	0	0	0	0	0	0	21,430
2	22,055	0	0	0	0	0	0	22,055
1	20,220	0	0	0	0	0	0	20,220
B1	1,130	5,590	5,590		0	0	13,982	26,292
B2	0	0	0	0	0	0	36,560	36,560
B3	0	0	0	0	0	0	0	0
Total	72,035	5,590	5,590	0	0	0	50,542	**133,757**

WALNUT

Level	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
3	0	0		0	0	0	0
2	0	0		28,750	0	0	28,750
1	0	6,850		19,900	0	0	26,750
B1	0	1,350		1,349	12,450	41,615	56,764
B2	0	6,065		0	1,180	45,275	52,520
B3	0	0		0	0	65,535	65,535
Total	0	14,265	0	49,999	13,630	152,425	**230,319**

MASONIC

Level	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
7	0	0	0	0	0	0	0
6	6,400	0	0	0	0	0	6,400
5	9,060	0	0	0	0	0	9,060
4	15,840	0	0	0	0	0	15,840
3	19,440	0	0	0	0	0	19,440
2	18,840	0	0	0	0	0	18,840
1	11,870	0	0	0	0	0	11,870
B1	2,055	0	0	0	0	14,220	16,275
Total	83,505	0	0	0	0	14,220	**97,725**

EUCLID

Level	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
6	19,240	0	0	0	0	0	19,240
5	33,000	0	0	0	0	0	33,000
4	33,000	0	0	0	0	0	33,000
3	33,000	0	0	0	0	0	33,000
2	31,600	0	0	0	0	0	31,600
1	34,330	0	0	0	0	0	34,330
B1	0	0	0	0	0	42,360	42,360
Total	184,170	0	0	0	0	42,360	**226,530**

CENTER BLDG. A

Level	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
7	0	0	0	0	0	0	0
6	9,830	0	0	0	0	0	9,830
5	9,830	0	0	0	0	0	9,830
4	17,783	0	0	0	0	0	17,783
3	17,783	0	0	0	0	0	17,783
2	17,783	0	0	0	0	0	17,783
1	16,726	0	0	0	0	0	16,726
B1	0	0	0	0	0	0	0
B2	0	0	0	0	0	0	0
B3	0	0	0	0	0	0	0
Total	89,735	0	0	0	0	0	**89,735**

CENTER BLDG. B

Level	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
7	12,216	0	0	0	0	0	12,216
6	23,191	0	0	0	0	0	23,191
5	28,540	0	0	0	0	0	28,540
4	33,839	0	0	0	0	0	33,839
3	35,462	0	0	0	0	0	35,462
2	35,736	0	0	0	0	0	35,736
1	36,189	0	0	0	0	0	36,189
B1	11,800	0	0	0	0	10,034	21,834
B2	13,694	0	0	0	0	0	13,694
B3	1,000	0	0	0	0	12,697	13,697
Total	231,667	0	0	0	0	22,731	**254,398**

LAUREL DUPLEXES

Level	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
4	9,270	0	0	0	0	0	9,270
3	14,390	0	0	0	0	0	14,390
2	15,550	0	0	0	0	0	15,550
1	13,300	0	0	0	0	0	13,300
B1	2,790	0	0	0	0	4,960	7,750
Total	55,300	0	0	0	0	4,960	**60,260**

MAYFAIR

Level	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
4	10,020	0	0	0	0	0	10,020
3	11,010	0	0	0	0	0	11,010
2	10,960	0	0	0	0	0	10,960
1	10,990	0	0	0	0	0	10,990
B1	3,700	0	0	0	0	12,360	16,060
Total	46,680	0	0	0	0	12,360	**59,040**

PLAZA BLDG A

Level	JR	1-BED	2-BED	3-BED	4-BED	TOTAL
3	5	11	10	2	0	28
2	5	11	10	2	0	28
1	8	0	3	0	0	11
B1	0	0	0	0	0	0
B2	0	0	0	0	0	0
B3	0	0	0	0	0	0
Total	18	22	23	4	0	**67**
Percentage	*27%*	*33%*	*34%*	*6%*	*0%*	

PLAZA BLDG B

Level	JR	1-BED	2-BED	3-BED	4-BED	TOTAL
4	3	1	3	0	0	7
3	3	7	9	2	0	21
2	3	7	10	2	0	22
1	0	6	3	2	0	11
B1	0	0	0	0	0	0
B2	0	0	0	0	0	0
B3	0	0	0	0	0	0
Total	9	21	25	6	0	**61**
Percentage	*15%*	*34%*	*41%*	*10%*	*0%*	

MASONIC

Level	JR	1-BED	2-BED	3-BED	4-BED	TOTAL
6	0	1	3	1	0	5
5	0	0	2	4	0	6
4	0	5	7	1	0	13
3	0	4	8	2	0	14
2	0	7	5	1	0	13
1	0	5	0	1	0	6
B1	0	0	0	0	0	0
Total	0	22	25	10	0	**57**
Percentage	*0%*	*44%*	*39%*	*16%*	*0%*	*100%*

EUCLID

Level	JR	1-BED	2-BED	3-BED	4-BED	TOTAL
6	0	0	4	8	0	12
5	0	11	15	3	0	29
4	0	11	15	3	0	29
3	0	11	15	3	0	29
2	0	14	2	2	0	18
1	0	8	3	11	0	22
B1	0	0	0	0	0	0
Total	0	55	54	30	0	**139**
Percentage	*0%*	*37%*	*40%*	*23%*	*0%*	*100%*

CENTER A

Level	JR	1-BED	2-BED	3-BED	4-BED	TOTAL
TH top	0	0	0	0	0	0
5	0	0	0	0	6	6
4	0	7	4	2	0	13
3	0	7	3	3	0	13
2	0	7	3	3	0	13
1	0	3	1	2	0	6
B1	0	0	0	0	0	0
B2	0	0	0	0	0	0
B3	0	0	0	0	0	0
Total	0	24	11	10	6	**51**
Percentage	*0%*	*47%*	*22%*	*20%*	*12%*	*100%*

CENTER B

Level	JR	1-BED	2-BED	3-BED	4-BED	TOTAL
TH top	0	0	0	0	0	0
6	0	2	4	1	9	16
5	0	5	10	4	0	19
4	0	7	7	7	0	21
3	0	7	9	8	0	24
2	0	11	8	6	0	25
1	0	7	7	4	0	18
B1	0	7	2	0	0	9
B2	0	5	2	0	0	7
B3	0	0	0	0	0	0
Total	0	51	49	30	9	**139**
Percentage	*0%*	*37%*	*35%*	*22%*	*6%*	*100%*

LAUREL DUPLEXES

Level	JR	1-BED	2-BED	3-BED	4-BED	TOTAL
1	0	0	0	2	12	14
Total	0	0	0	2	12	**14**
Percentage	*0%*	*0%*	*0%*	*14%*	*86%*	*100%*

MAYFAIR

Level	JR	1-BED	2-BED	3-BED	4-BED	TOTAL
4	0	1	1	4	0	6
3	0	1	2	4	0	7
2	0	4	2	2	0	8
1	0	6	2	1	0	9
Total	0	12	7	11	0	**30**
Percentage	*0%*	*40%*	*23%*	*37%*	*0%*	*100%*

LOT COVERAGE / YARD COMPLIANCE SUMMARY:

FRONT YARD SETBACK IS DEFINED AS THE AVERAGE OF ADJACENT PROPERTIES. PROJECT ELECTS EUCLID STREET AS THE PROJECT'S "FRONT". SINCE THE PROJECT IS FULL BLOCK, THERE ARE NO ADJACENT PROPERTIES TO AVERAGE, THEREFORE NO FRONT YARD SETBACK IS REQUIRED.

REAR YARD SETBACK NOT REQUIRED AS THE PROJECT IS FULL BLOCK, AND THUS DOES NOT HAVE A REAR YARD, WHICH TYPICALLY WOULD BE REQ'D TO BE 45% OF LOT DEPTH. THE PROPERTY IS A FULL BLOCK FRONTING SEVERAL STREETS. THEREFORE THE PROPERTY DOES NOT HAVE A TYPICAL REAR YARD SPACE. IN ORDER TO MEET STREET FRONTAGE REQUIREMENTS AND PROVIDE PUBLICLY ACCESSIBLE OPEN SPACE WITHIN THE BLOCK, THE PROJECT REQUESTS TO MEASURE REAR YARD BY AREA.

LOT AREA:	446,468 SF
45% OF LOT AREA:	200,911 SF REQUIRED REAR YARD EQUIVALENT *
OPEN AREA PROVIDED:	239,240 SF OR 53% OF SITE AREA

NOTE: SEE SHEET VAR.44 FOR EIR VARIANT 1 LOT COVERAGE / YARD COMPLIANCE SUMMARY DATA



DENOTES OPEN AREA

PLANNING CODE REQUIRED OPEN SPACE SUMMARY (SECTION 135):

PROJECT TOTALS

Building	Total Units	Base O.S. Req'd (100/du)	Units with Private O.S.	Provided Private O.S.	Remaining Area	Area Req'd as Common (x1.33)	Provided Common O.S.	Remaing Area Req'd on Project Site
Plaza Bldg A	67	6,700	1	100	6,600	8,778	5,550	3,228
Plaza Bldg B	61	6,100	4	400	5,700	7,581	5,180	2,401
Walnut	0	0	0	0	0	0	0	0
Center Bldg A	51	5,100	12	1,200	3,900	5,187	435	4,752
Center Bldg B	139	13,900	39	3,900	10,000	13,300	1,275	12,025
Masonic	57	5,700	11	1,100	4,600	6,118	1,400	4,718
Euclid	139	13,900	24	2,400	11,500	15,295	9,660	5,635
Laurel Duplexes	14	1,400	14	1,400	0	0	0	0
Mayfair	30	3,000	12	1,200	1,800	2,394	700	1,694
Total	**558**	**55,800**	**117**	**11,700**	**44,100**	**58,653**	**24,200**	**34,453**

COMMON SITE PLAN OPEN SPACE CONTRIBUTING TO SECTION 135 REQUIREMENT:

CYPRESS SQUARE + WESTERN MAYFAIR WALK:	24,780 SF
LOWER WALNUT WALK:	16,850 SF
CALIFORNIA PLAZA:	4,290 SF
OVERLOOK:	10,450 SF
TOTAL COMMON OPEN SPACE*:	**56,370 SF, EXCEEDS REQUIRED -- COMPLIES**

LOCATIONS FOR REQUIRED OPEN SPACE ON SITE:

PLAZA BLDG A: 3,228 SF REQUIRED ON PROJECT SITE
3,228 (OF 4,290) SF PROVIDED AT CALIFORNIA PLAZA

PLAZA BLDG B: 2,401 SF REQUIRED ON PROJECT SITE
2,401 (OF 24,780) SF PROVIDED AT CYPRESS SQUARE

WALNUT: 0 SF REQUIRED ON PROJECT SITE

CENTER BLDG. A: 4,752 SF REQUIRED ON PROJECT SITE
4,752 (OF 24,780) SF PROVIDED AT CYPRESS SQUARE

CENTER BLDG. B: 12,025 SF REQUIRED ON PROJECT SITE
6,400 (OF 16,850) SF PROVIDED AT LOWER WALNUT WALK
5,625 (OF 24,780) SF PROVIDED AT CYPRESS SQUARE

MASONIC: 4,718 SF REQUIRED ON PROJECT SITE
4,718 (OF 16,850) SF PROVIDED AT LOWER WALNUT WALK

EUCLID: 5,635 SF REQUIRED ON PROJECT SITE
5,635 (OF 16,850) SF PROVIDED AT LOWER WALNUT WALK

LAUREL DUPLEXES: 0 SF REQUIRED ON PROJECT SITE

MAYFAIR: 1,694 SF REQUIRED ON SITE
1,694 (OF 24,780) PROVIDED AT CYPRESS SQUARE

OPEN SPACE USE

CALIFORNIA PLAZA: 3,228 SF FOR PLAZA A BLDG
T: 3,228 SF OF 4,290

CYPRESS SQUARE: 2,401 SF FOR PLAZA B BLDG
4,752 SF FOR CENTER BLDG A
5,625 SF FOR CENTER BLDG B
1,694 SF FOR MAYFAIR BLDG
T: 14,472 SF OF 24,780

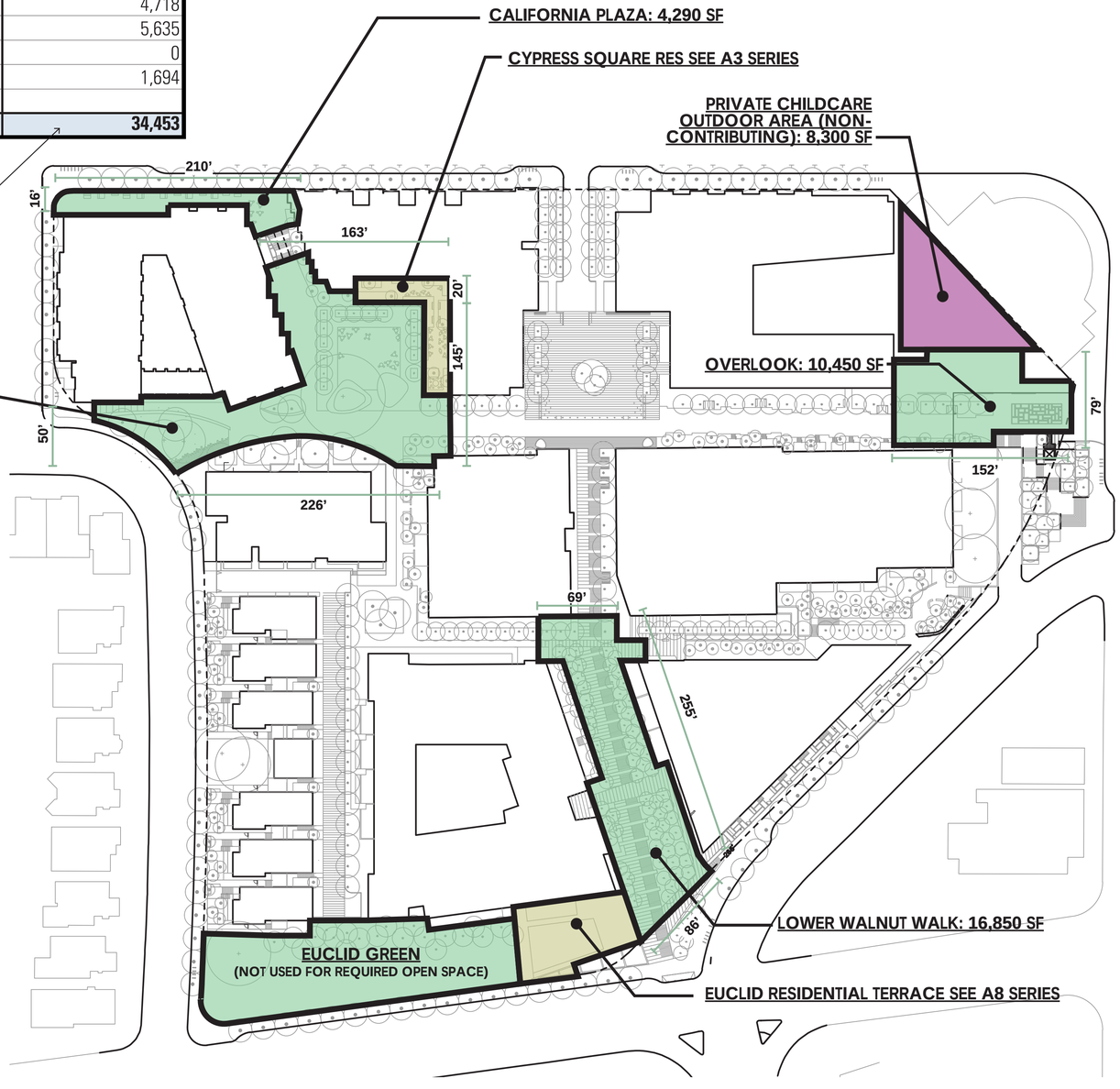
LOWER WALNUT WALK: 6,400 SF FOR CENTER BLDG B
4,718 SF FOR MASONIC BLDG
5,635 SF FOR EUCLID BLDG
T: 16,753 SF OF 16,850

OPEN SPACE SUMMARY (SECTION 135):

PUBLICALLY ACCESSIBLE OPEN SPACE MEETS THE DIMENSIONAL REQUIREMENTS OF SECTION 135(g)(1&2): ALL SPACES ARE AT LEAST 15'x15' AND 300 SF MIN.

ALL INNER COURT CONDITIONS COUNTED TOWARDS OPEN SPACE CALCULATIONS ARE MIN. 20' WIDE AND AT LEAST AS WIDE AS THE BUILDINGS FRONTING THEM.

* NOTE: AREAS HIGHLIGHTED ARE SECTION 135 COMPLIANT. OTHER PUBLIC, COMMON, AND PRIVATE OPEN SPACE IS PROVIDED, BUT NOT DENOTED ON THIS DIAGRAM





BUILDING HEIGHTS SUMMARY (SECTION 260):

The project is composed of a site plan with several different buildings. Each building's height is measured independantly and in compliance with the provisions of Section 260.

Section 260(a)(1)(D): Where a building has frontages on two or more streets the owner may elect the street frontage from which the measurement is taken.

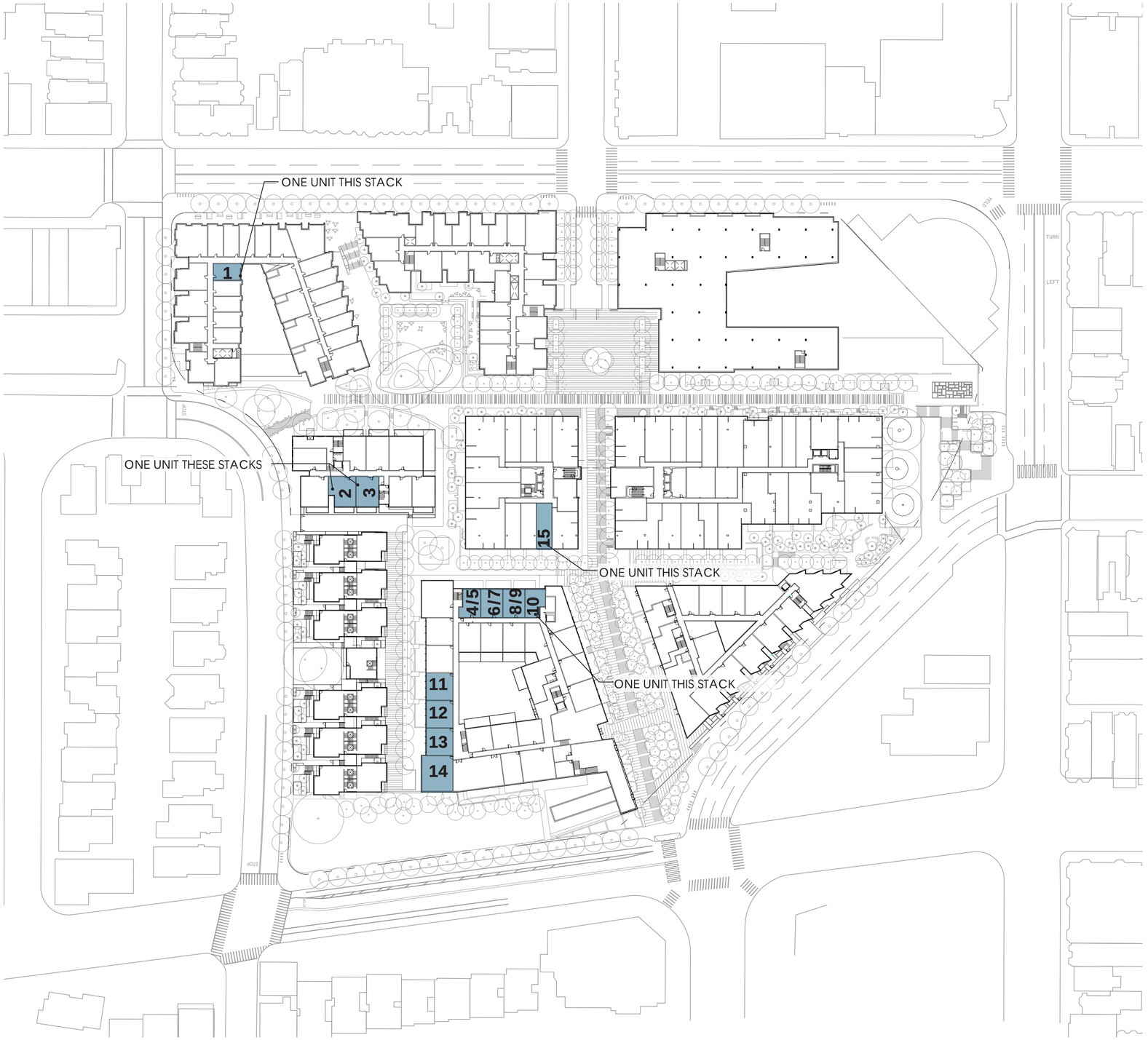
Section 260(a)(1)(B): Where the lot slopes downward from the street the point of measurement shall be taken from curb. This point may be used to measure all portions of the building within100-ft of the street or to a point equidistant between such street and the street on the opposite side of the block - whichever is greater.

Section 260(a)(1)(C) Where the lot slopes upward from the street, the point of measurement shall be taken from the curb at the centerline of the frontage or building step for the first 10-ft of the building. At all other sections the height shall be taken at the average of the grades on either side of the building or building step.

Table 260

Avg. Slope of Curb	Maximum width for portions of the building that may be measured from a single point
0% - 5% Slope:	No Requirement
6%-15% Slope:	65-ft
15% - 20% Slope:	55-ft

BUILDING	MEASUREMENT NARRATIVE
PLAZA BLDG "A"	Plaza Bldg "A" fronts both Laurel Street and California Street and elects to measure from Laurel per Section 260(a)(1)(D). The majority of Plaza "A" is within height measurement "Area A," with a small portion of the SE corner located in "Area B1." Laurel Street has a slope of less than 5% and thus is measured at the midpoint of the frontage at existing curb. The measurement from Laurel Street is downsloping and is carried to the line equidistant between Laurel Street and the Walnut Street Extension. The measurement is taken to 45-ft, to allow an additional 5-ft at California Street buildings for adequate retail floor-to-floor heights. See sheet A2.21for building section showing height compliance.
PLAZA BLDG "B	The majority of Plaza Bldg "B" falls in height measurement "Area B" and is measured from the Walnut Street Extension per Section 260(a)(1)(B). A small portion of the NW corner is within "Area A" and is measured per Plaza A above. The slope of Walnut Street varies, with the Southern portion under 5% and the portion closer to California requiring stepping. Per Table 260 the portion closer to California Street is measured in 55-ft segments. Measuring from the Walnut Street Extension is upsloping and complies with Section 260(a)(1)(C), with the first 10-ft measured from the centerline of the segment at new curb, thereafter measured at the average of new grades on either side of the section. The measurement is taken to 45-ft, to allow an additional 5-ft at California Street buildings for adequate retail floor-to-floor heights. See sheet A3.21for building section showing height compliance.
WALNUT	The Walnut Building is within height measurement "Area C" and "Area D." and fronts California Street, Walnut Street Extension and Presidio Streets. For the western portions of the building the project elects to measure downsloping from the Walnut Street Extension per Section 260(a)(1)(D). The slope of the Walnut Street Extension varies, with the Southern portion under 5% and the portion closer to California requiring stepping. Per Table 260 the portion closer to California Street is measured in 55-ft segments. The measurement from the Walnut Street Extension is downloping and is carried to the line equidistant between Walnut Street and Presidio Avenue. The Eastern portions of the Walnut building building fall within "Area D" and is measured upsloping from Presidio per Section 260(a)(1)(B). The slope of Presidio is less than 5% and is therefore measured at the midpoint of the frontage. Measuring from Presidio Avenue is upsloping and complies with Section 260(a)(1)(C), with the first 10-ft measured from the centerline of frontage at existing curb, thereafter measured from the average of new grades on either side of the building. The measurement is taken to 45-ft, to allow an additional 5-ft for adequate retail and commercial floor-to-floor heights. See sheet A4.21 A and B for building section showing height compliance. **EIR Variant 1:** The Walnut Senior Building exceeds the height measurement "Area C" and "Area D." A density bonus waiver for height is requested.
CENTER BLDG A & B	See sheet A6.21 and A6.22 for building section showing overall building height.
MASONIC	The Masonic Building is within site 'Area E' and fronts onto Masonic Avenue and Walnut Walk. This area is measured from Masonic Avenue per Section 260(a)(1)(D). This site is up-sloping and is therefore measured per Section 260(a)(1)(C). Since Masonic Avenue slopes at 6%, the allowable height is measured at multiple cross-sections perpendicular to the building, taken at a maximum of 65 foot increments per Table 260. Each of the given reference points is derived from from the existing grade at each cross-section, adding 40 feet to arrive at the allowable height for points along that cross section.
EUCLID	The Euclid Building is within site 'Area F' and fronts onto Euclid Avenue and Walnut Walk. This area is measured from Euclid Avenue per Section 260(a)(1)(D). This site is up-sloping and is therefore measured per Section 260(a)(1)(C). Since Euclid Avenue slopes at 10%, the allowable height is measured at multiple cross-sections perpendicular to the building, taken at a maximum of 65 foot increments per Table 260. Each of the given reference points is derived from from the existing grade at each cross-section, adding 40 feet to arrive at the allowable height for points along that cross section.
LAUREL DUPLEXES	The Laurel Duplexes are within site 'Area G' and front onto Laurel Street. This area is measured from Laurel Street. This site is up-sloping and is therefore measured per Section 260(a)(1)(C). Since Laurel Street slopes at 7%, the allowable height is measured at a cross-sections perpendicular to the building, taken at the centerline of each duplex and no more than 65 foot apart per Table 260. Each of the given reference points is derived from from the existing grade at each cross-section, adding 40 feet to arrive at the allowable height for points along that cross section.
MAYFAIR	The Mayfair Building is within site 'Area H' and fronts onto Laurel Street. This area is measured from Laurel Street. This site is up-sloping and is therefore measured per Section 260(a)(1)(C). Since Laurel Street slopes at 7%, the allowable height is measured at a cross-sections perpendicular to the building, taken at the centerline of each building step and no more than 65 foot apart per Table 260. Each of the given reference points is derived from from the existing grade at each cross-section, adding 40 feet to arrive at the allowable height for points along that cross section.



MODIFICATION REQUEST: UNIT EXPOSURE (SECTION 140):

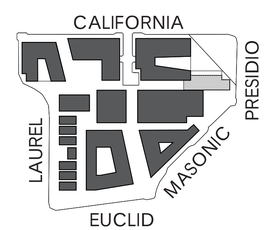
Required:
Section 140(a) requires all dwelling units face an open area. At least one room that meets the 120sf floor area requirement shall face directly onto an open area. Open areas are classified as:
- a public street or alley at least 20-ft in width, sideyard at least 25-ft in width, or complying rear yard
- an inner court, or space between buildings on the same lot, which is no less than 25-ft in every horizontal direction for the floor at which the Dwelling Unit is located and the floor immediately above it. There is an increase of 5-ft at each subsequent floor.

Provided:
All units, except those listed, and graphically shown to the left, are provided with an open area meeting the requirements set forth in Section 140. See building plans and sections for additional compliance.

Building:	Units Requiring Modification
Plaza Bldg A	1
Plaza Bldg B	0
Walnut	not applicable - no dwelling units in building
Center Bldg A	1
Center Bldg B	0
Masonic	0
Euclid	11
Laurel Duplex's	0
Mayfair	2
Total:	15

Justification:
In order to adaptively reuse the site's existing building, work around topography, achieve Planning Code density, provide clear connections for the public across the site, and maximize the amount of land for public use, some buildings had to be sited around courtyards not meeting Section 140 definitions for inner-courts.

NOTE: See Plans and Sections in the building specific drawing sheets for compliance and dimensions. For the units identified on the drawing to the left see the following sheets:
Unit 1: Plaza Bldg A see A2.00 series
Units 2-3: Mayfair A9.00 series
Units 4-14: Euclid A8.00 series,
Unit 15: Center Bldg A A6.00 series,



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

PLANNING CODE DIAGRAMS - UNIT EXPOSURE

07.03.2019
PLANNING APPLICATION RESUBMITTAL

G3.05

Sustainability at 3333 California

3333 California aims to create a resilient design that meets the needs of today without compromising our common future through a focus on the triple bottom line of sustainability: community, environment and economy.

A valuable contribution to a San Francisco neighborhood that exceeds City goals for sustainable development.

The design team is highly focused on creating a welcoming, walkable place for the neighborhood that will enable healthy, low-carbon lifestyles for future residents. The team also seeks to create an educational and inspirational place, taking a leadership role in achieving City goals for sustainability and green building. Our aspiration is to make this a net positive development for the community and environment, beating code requirements for energy and water, and having a positive impact on community wellness and connectivity, material and waste management, and urban ecosystems.

Highlighted commitments include:

- Creation of high-quality pedestrian connections and open space
- Better than code energy performance
- Water smart design
- 25% reduction in stormwater runoff volume compared to existing
- Net increase in street trees
- Transit First design
- EV Infrastructure and carsharing
- Better roofs (solar and living roofs exceeding code requirements)
- LEED Gold minimum
- Zero waste ready design (recycling infrastructure)
- Resilient design (seismic and climate change considered)

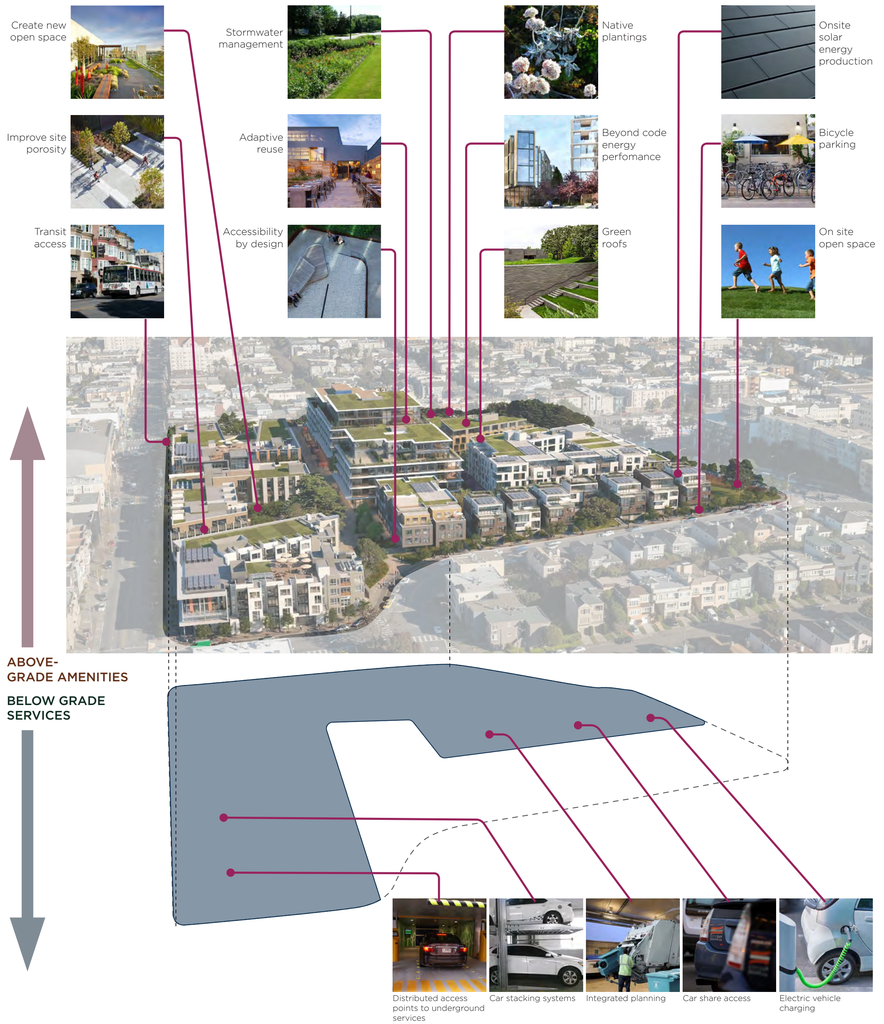
SFGBO Approach - Beyond Compliance

3333 California proposes to meet and go beyond the requirements of the San Francisco Green Building Ordinance by achieving LEED for Neighborhood Development (LEED-ND) Plan certification at a minimum Gold level for the full development, and targeting Platinum. The project would thereby address two City priorities - exemplary rating level and increase in LEED-ND uptake. The team is seeking confirmation that this approach will satisfy the certification provisions of the Green Building Ordinance.

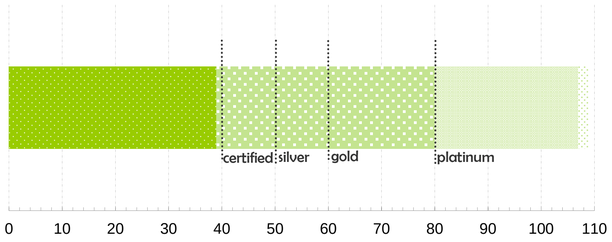
3333 California will also target better-than-code performance in stormwater management (exceeding the 25% volume reduction required by the Stormwater Management Ordinance). The project plans to achieve that reduction through a combination of rainwater harvesting, publicly-accessible greenspace, private greenspace and living roofs. Approximately half the site area is greenspace in the current plan, counting living roofs.

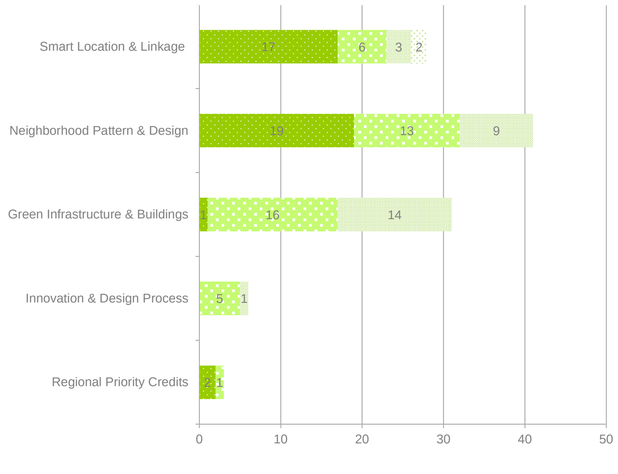
3333 California plans to be a leader in achieving the City's Better Roofs goals through extensive inclusion of living roofs, solar PV and solar hot water.

3333 California will also target leadership in acheivement of the City's expanded EV infrastructure goals.



LEED-ND





LEED Certification

The chart at right illustrates 3333 California's preliminary LEED-ND checklist, showing high confidence credits as, "likely," credits anticipated with the current design direction as, "possible," and additional credits, "under study."

Energy + Mobility

3333 California aims to be a low-carbon development, and energy and mobility are two key contributing factors. 3333 California plans to combine smart building technology with tried and true bioclimatic design to produce highly energy-efficient buildings. Solar energy onsite will further reduce energy use. The project aims to achieve net zero energy for lowrise residential components, and to produce about half of the full onsite energy demands with photovoltaics and solar hot water.

3333 California is well-connected to the city's public transportation network, and will be designed and operated to encourage residents to use it. Other low carbon transportation measures planned include carsharing, transportation demand management programs, bicycle infrastructure, and extensive electric vehicle infrastructure.

Water + Ecology

3333 California's design is climate sensitive, with a goal to have a positive impact on San Francisco's water supply and urban ecosystems. The project will conserve using water smart landscaping, efficient fixtures, greywater and rainwater harvesting. It will also manage the stormwater to reduce runoff volume from the site by at least 25% compared to existing conditions.

A site of this size has the potential to enhance the ecological assets of the neighborhood and city. 3333 California will preserve several major trees and increase the total number of treescompared to existing, especially on the adjacent sidewalks.

3333 California's site design references local ecosystems, and emphasizes planting that attracts beneficial wildlife like butterflies and songbirds, inspired by the work of local organizations like Nature in the City.

Wellness + Materials

Sustainability is about much more than conserving energy and water. Wellness for residents and the community is a high priority at 3333 California. The plan focuses heavily on creating new public open space and circulation networks, enhancing healthy living opportunities, and protecting indoor and outdoor air quality. Healthy neighborhoods also include affordable housing and universal design, both of which are integrated at 3333 California.

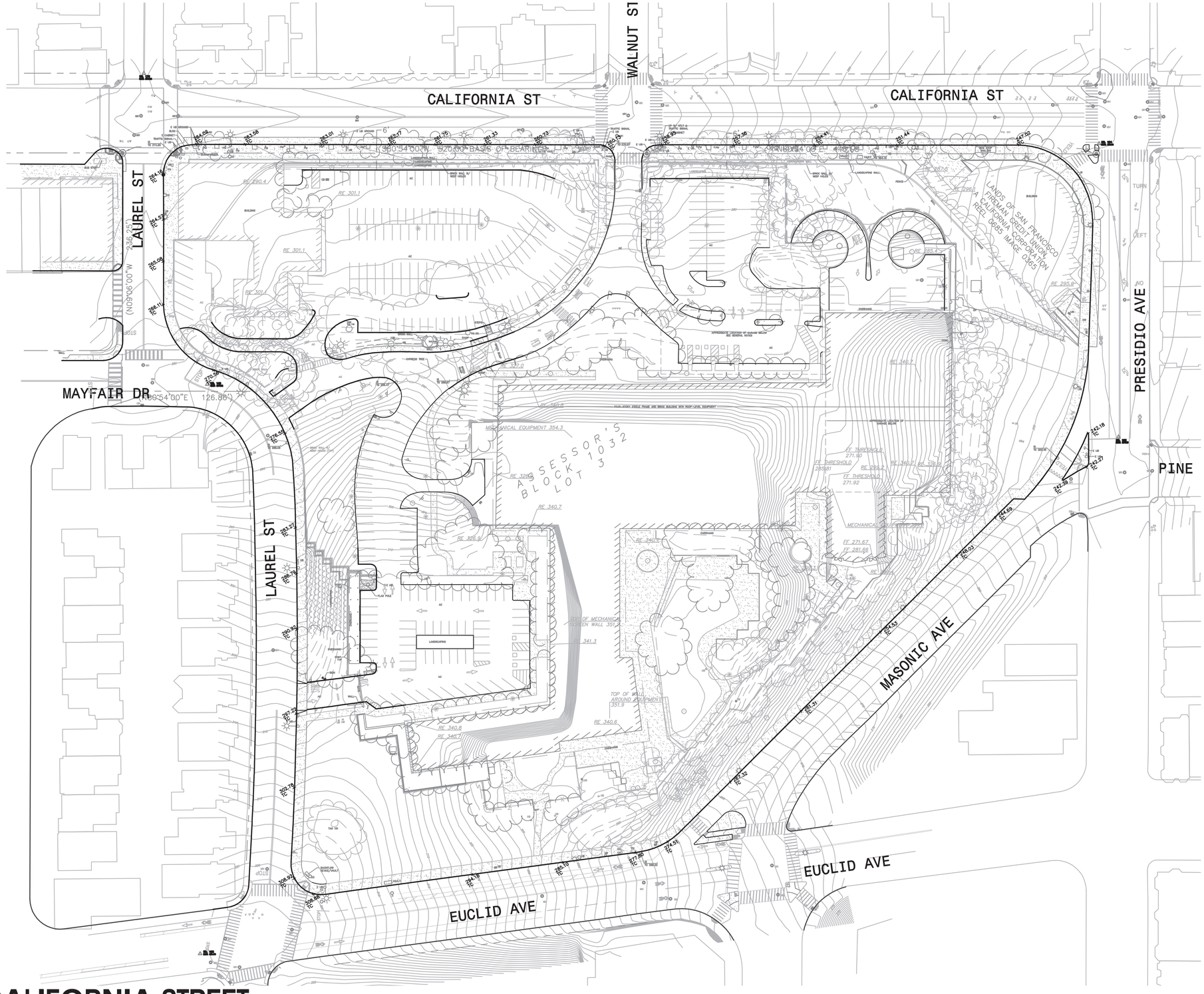
Integration and undergrounding of waste and material management systems will help the project achieve the dual goals of enhanced environmental performance and reduced traffic and noise compared to typical development. Advanced material management systems to achieve even greater waste diversion are under study.

Commitments	Aspirations
Onsite solar power	50% renewable energy onsite overall
Better than code energy performance	ZNE Lowrise Residential
New walking paths through site	New paths + traffic calming
All site parking underground, carsharing and EV infrastructure exceeding code requirements	Garage to include advanced infrastructure (e.g. vehicle to grid energy storage, stacked bike storage, etc)
TDM program encouraging alternatives to driving alone	Lower VMT generated than existing site
Water smart landscaping and fixtures, rainwater and greywater reuse	Use less potable water than existing site
Net increase in trees, preserve most healthy heritage trees, include living roofs	Net positive ecological value (create habitat, tailor plantings for native butterflies, etc).
Stormwater management - 25% volume reduction	35% stormwater volume reduction using rainwater harvesting and living roofs
Visible green at site edge and throughout	Visible green at site edge and throughout, integrate biophilic design principles
Integrated planning and undergrounding for deliveries and waste	Automated waste collection
75% diversion of construction waste and maintain healthy air quality and sound levels	Zero waste from construction and maintain healthy air quality and sound levels
New public open space	New public open space with wellness programming like a farmer's market or community gardens









GRAPHIC SCALE

50 0 50 100

SYMBOLS & LEGEND

EXISTING

- PROPERTY LINE
- MONUMENT LINE
- TREE DRIPLINE/LANDSCAPING
- CONCRETE
- FOUND MONUMENT
- LIGHT POLE
- STREET LIGHT
- SIGN
- FLAG POLE
- CIRCULAR UTILITY BOX COVER
- 0.0'N — DISTANCE & GENERAL DIRECTION OF FEATURE FROM PROPERTY LINE

ABBREVIATIONS

±	APPROXIMATELY
AC	ASPHALT CONCRETE
CB	CATCH BASIN
CO	CLEANOUT
DW	DRIVEWAY
E	EASTERLY
ELEV	ELEVATION
FH	FIRE HYDRANT
GI	GRATE INLET
MH	MANHOLE
N	NORTHERLY
NE	NORTHEASTERLY
RE	ROOF ELEVATION
SE	SOUTHEASTERLY
SFNF	SEARCHED FOR, NOT FOUND
TW	TOP OF WALL ELEVATION OF WALL SURROUNDING MECHANICAL EQUIPMENT ON ROOF
UB	UTILITY BOX
W	WEST
()	RECORD DATA. "MAP OF LAUREL HEIGHTS" FILED FOR RECORD ON JULY 28, 1947, IN BOOK P OF MAPS AT PAGES 55 AND 56, OFFICIAL RECORDS OF SAN FRANCISCO COUNTY.

NOTE:
6071 OR 539 AND 6142 OR 103 (ITEM 4) CONTAIN STIPULATIONS WHICH MAY RESTRICTS BUILDING TYPE, USE, PARKING AND LOCATION ON THE SUBJECT PROPERTY. REFER TO SAID DOCUMENTS FOR ADDITIONAL INFORMATION.

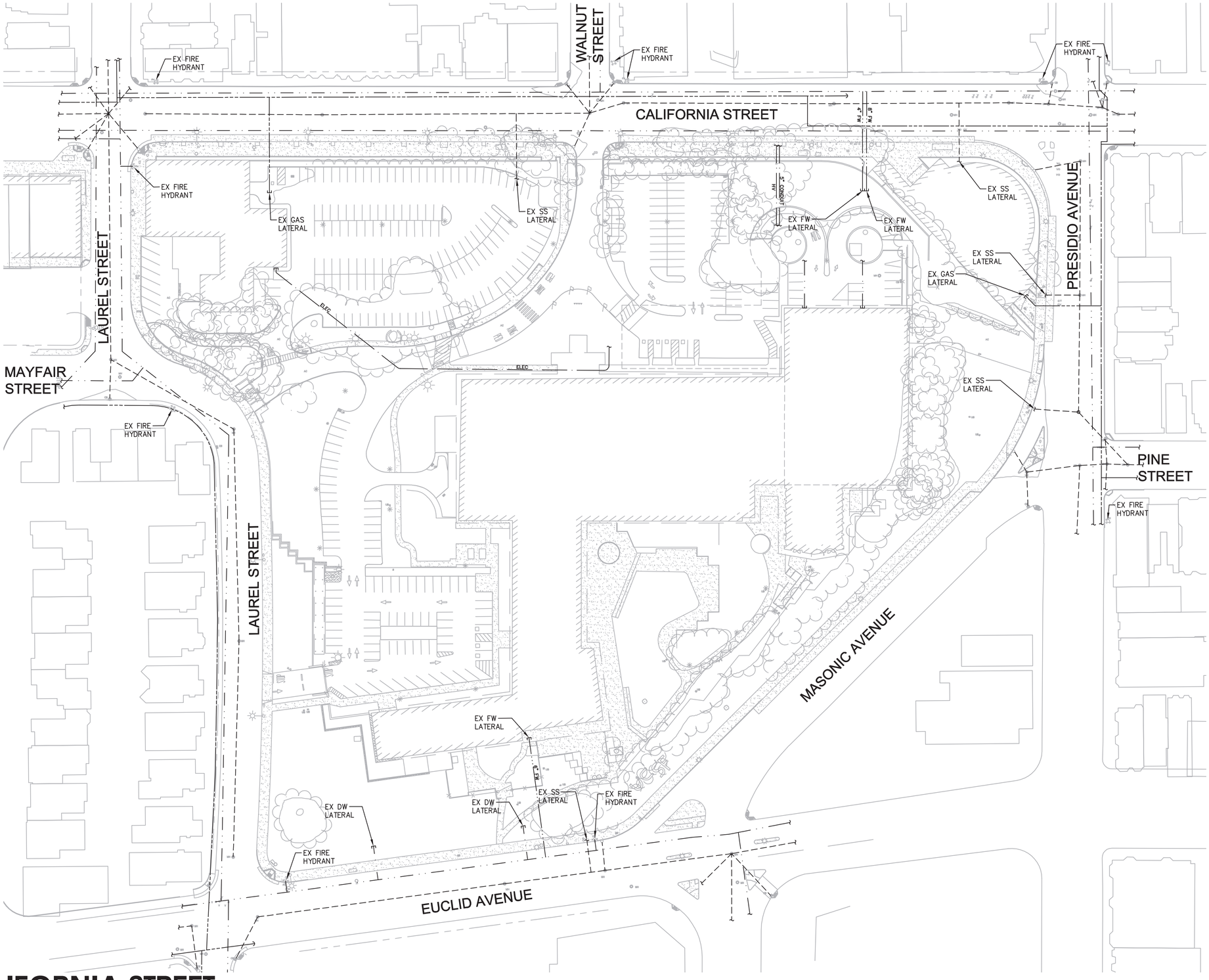
3333 CALIFORNIA STREET SAN FRANCISCO, CA

EXISTING SITE PLAN

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB | BkF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

07.03.2019
PLANNING APPLICATION SUBMITTAL

C1.01



50 0 50 100

LEGEND:

- EX WATER LINE
- EX SANITARY SEWER LINE
- EX GAS LINE
- EX ELECTRIC LINE
- EX FIRE HYDRANT
- EX MANHOLE
- EX CATCH BASIN
- EX ELECTRIC BOX
- EX STREET LIGHT

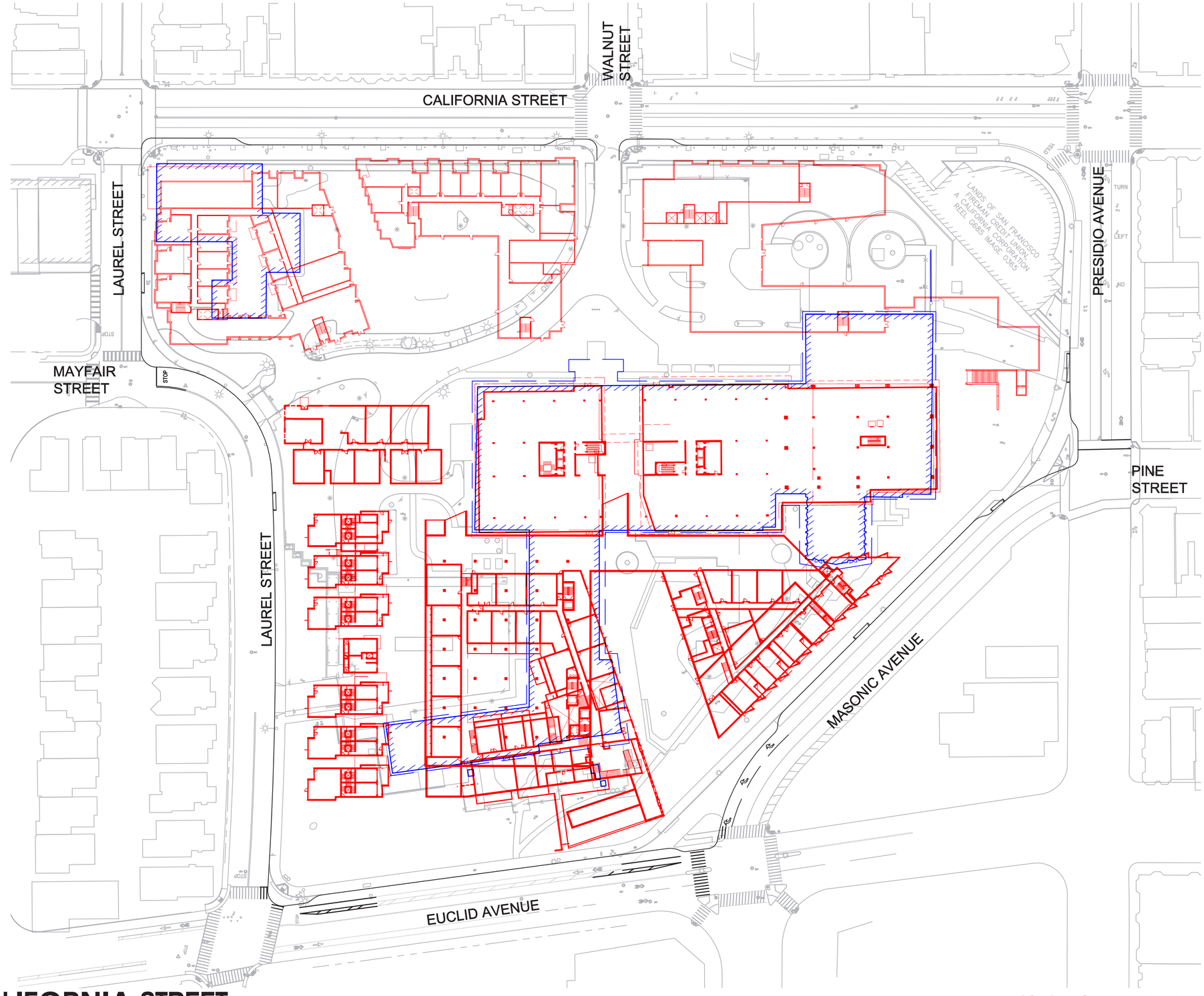
3333 CALIFORNIA STREET SAN FRANCISCO, CA

EXISTING UTILITY PLAN

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB | BKF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

07.03.2019
PLANNING APPLICATION SUBMITTAL

C1.02



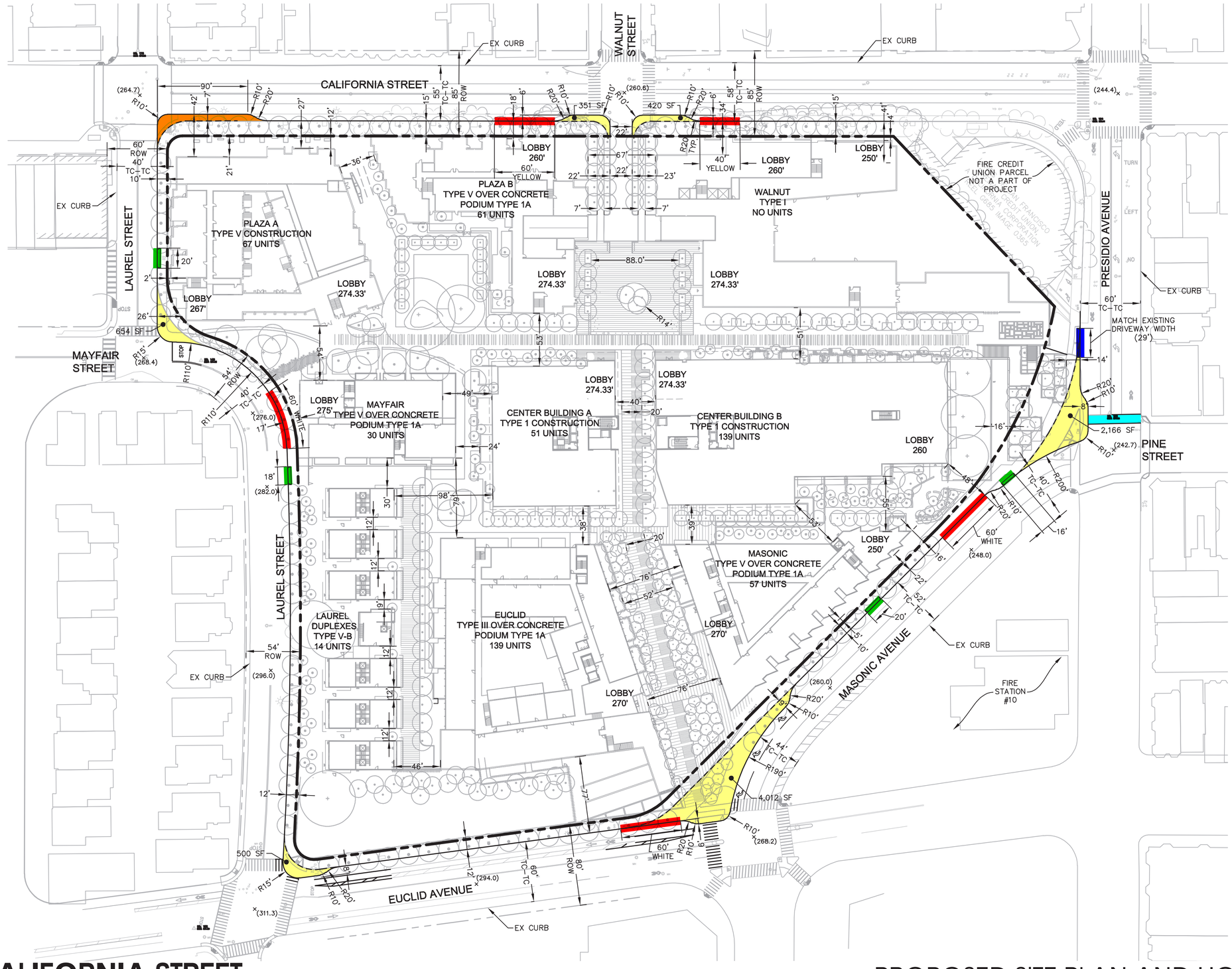
3333 CALIFORNIA STREET SAN FRANCISCO, CA

EXISTING AND PROPOSED BUILDING OVERLAY

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB | BKF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

07.03.2019
PLANNING APPLICATION SUBMITTAL

C2.01



50 0 50 100

LEGEND:

- NEW DRIVEWAY CURB CUT PER CITY STANDARD PLANS AND SPECS. DET. 96,608
- EX DRIVEWAY TO BE MODIFIED WITH NEW DRIVEWAY CURB CUT
- NEW AT-GRADE STREET CROSSING.
- PROPOSED LOADING ZONE
- AREA OF STREET RECONFIGURATION (EX CURB TO PR CURB)
- APPROVED TRANSIT BULB TO BE CONSTRUCTED
- RX' PROPOSED CURB RADII

NOTE

PROPOSED CURB MODIFICATIONS SHOWN FOR THE INTERSECTIONS OF PINE AT MASONIC AND MASONIC AT EUCLID MAY REQUIRE ADDITIONAL IMPROVEMENTS TO THE INTERSECTION, SUCH AS SIGNAL, STREET LIGHT, AND/OR MEDIAN MEDIAN MODIFICATIONS, NOT IDENTIFIED IN THIS PLAN.

ANY COLOR CURB DESIGNATION IS SUBJECT THE REVIEW AND DETERMINATION OF THE SFMTA COLOR CURB PROGRAM

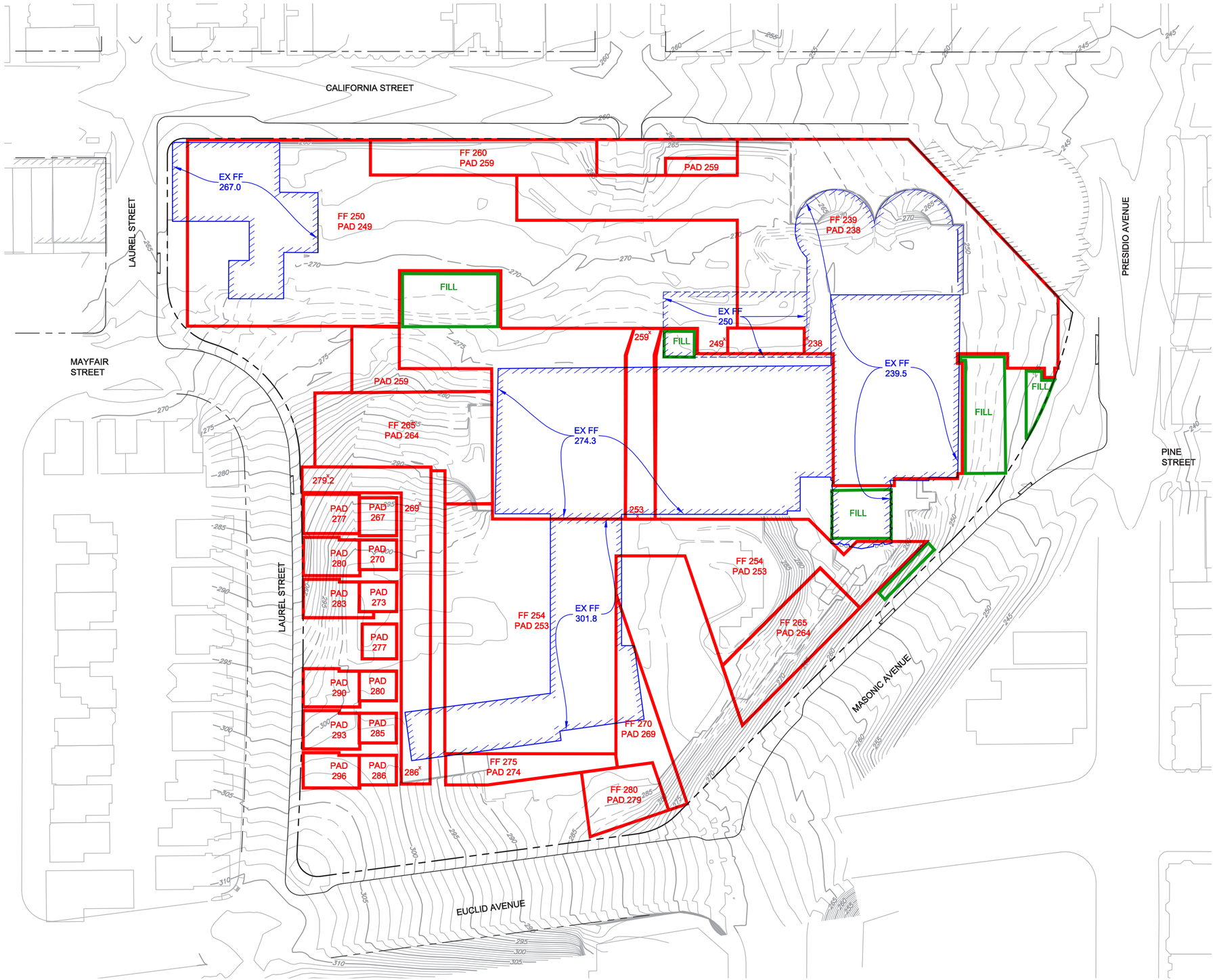
3333 CALIFORNIA STREET SAN FRANCISCO, CA

PROPOSED SITE PLAN AND HORIZONTAL CONTROL PLAN

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB | BKF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

07.03.2019
PLANNING APPLICATION SUBMITTAL

C2.02



NOTE:

EARTHWORK VOLUMES ASSUME 1'–0" FOUNDATION THICKNESS FOR BOTH EXISTING AND PROPOSED BUILDINGS.

ESTIMATED EARTHWORK (CY)

CUT	251,000
FILL	10,000
NET	241,000 CY EXPORT

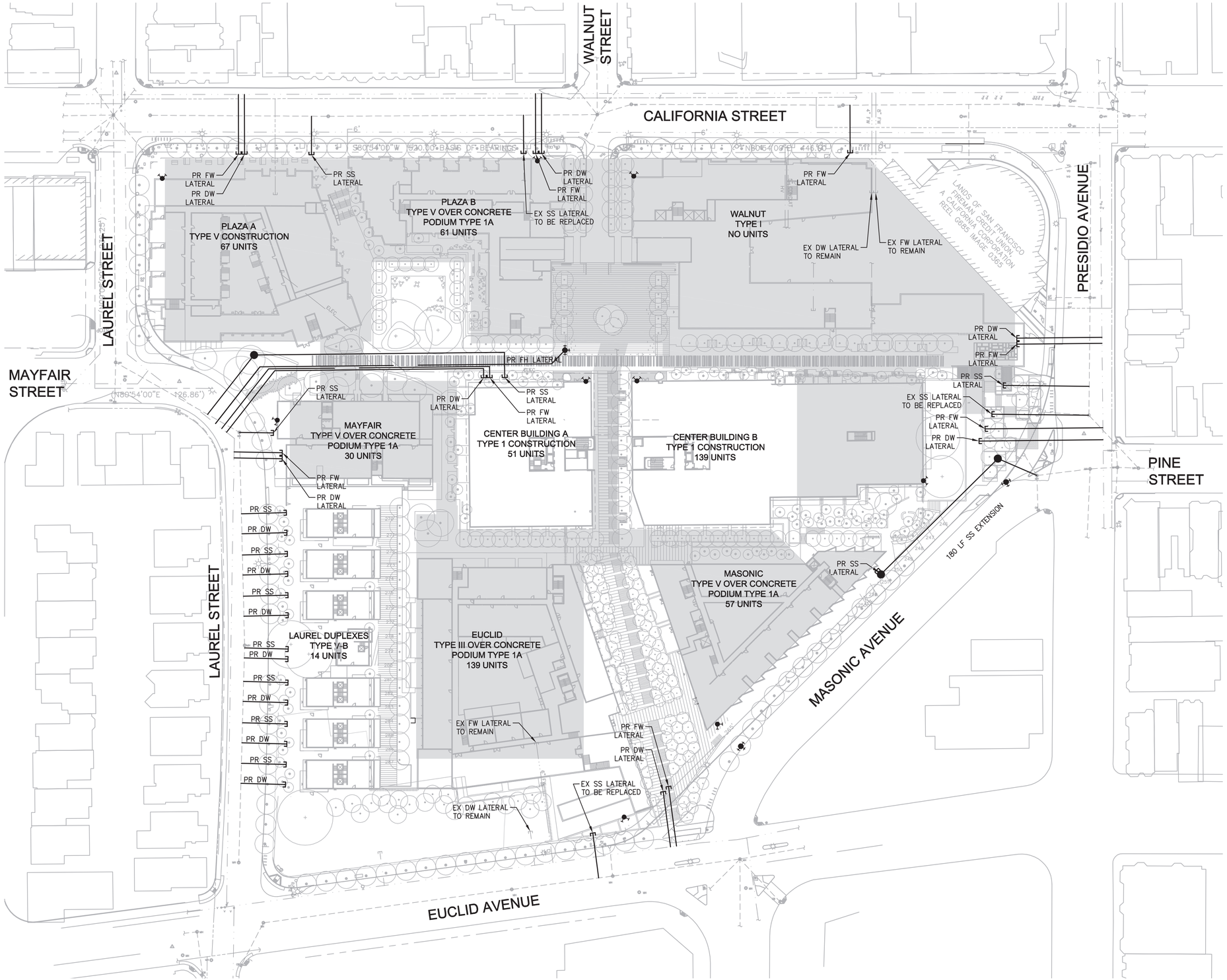
3333 CALIFORNIA STREET SAN FRANCISCO, CA

SCHEMATIC ROUGH GRADING & EXCAVATION PLAN

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB | BKF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

07.03.2019
PLANNING APPLICATION SUBMITTAL

C3.00



50 0 50 100

LEGEND:

- EX WATER LINE
- EX SANITARY SEWER LINE
- EX GAS LINE
- EX ELECTRIC LINE
- EX FIRE HYDRANT
- EX MANHOLE
- EX CATCH BASIN
- EX TRAFFIC SIGNAL
- EX ELECTRIC BOX
- EX SIGN
- EX STREET LIGHT
- PR FIRE HYDRANT
- WALL-MOUNTED FIRE DEPARTMENT CONNECTION (FDC)
- PR MANHOLE
- BELOW GRADE STRUCTURE

ABBREVIATIONS

DW	DOMESTIC WATER
EX	EXISTING
FW	FIRE WATER
LF	LINEAR FEET
PR	PROPOSED
SS	SANITARY SEWER

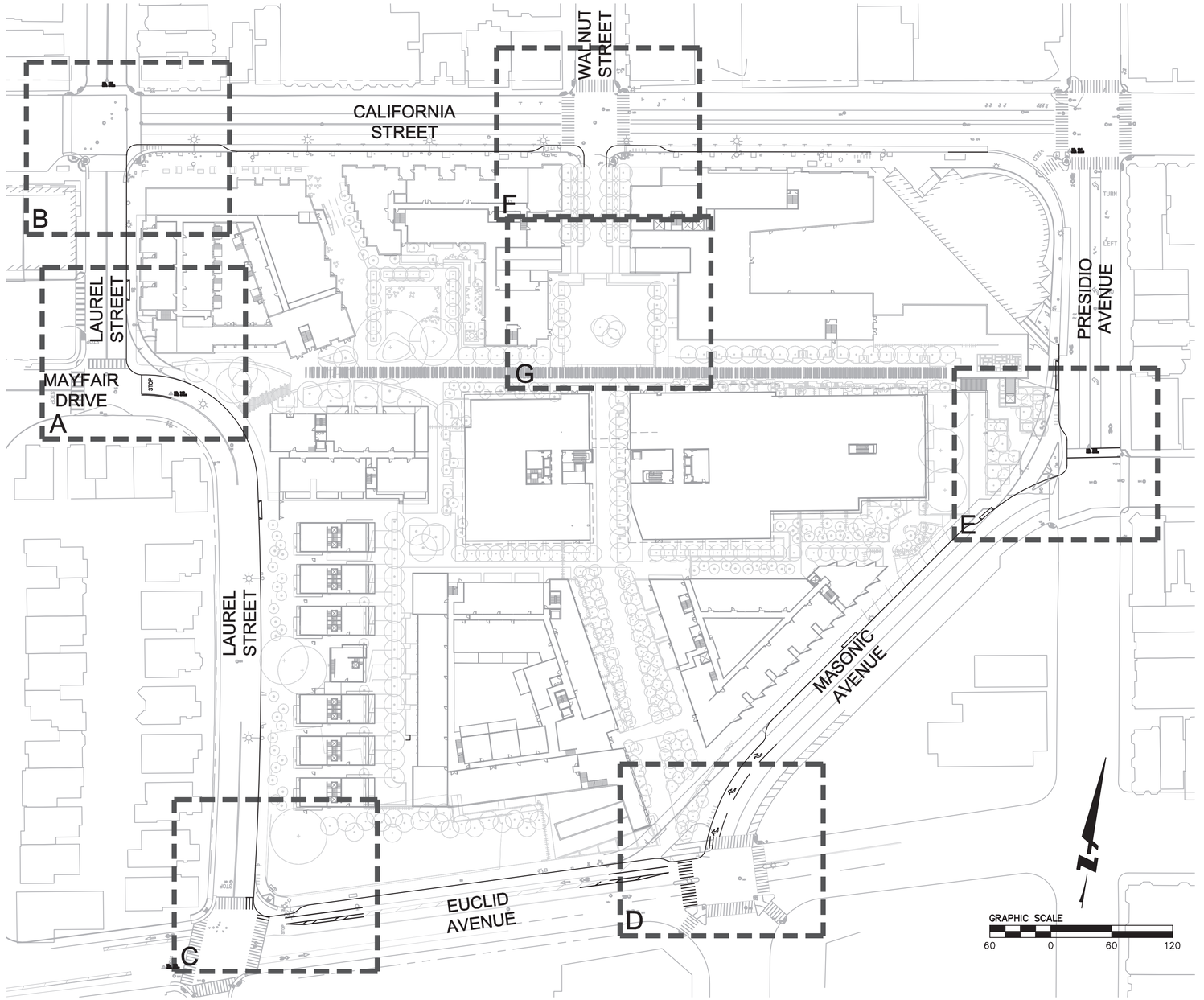
3333 CALIFORNIA STREET SAN FRANCISCO, CA

PROPOSED WET UTILITY PLAN

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB | BKF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

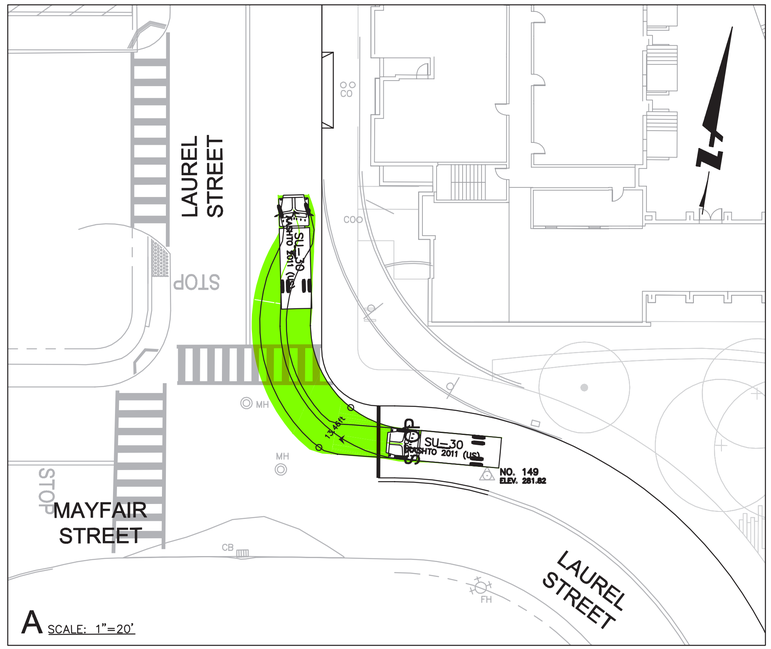
07.03.2019
PLANNING APPLICATION SUBMITTAL

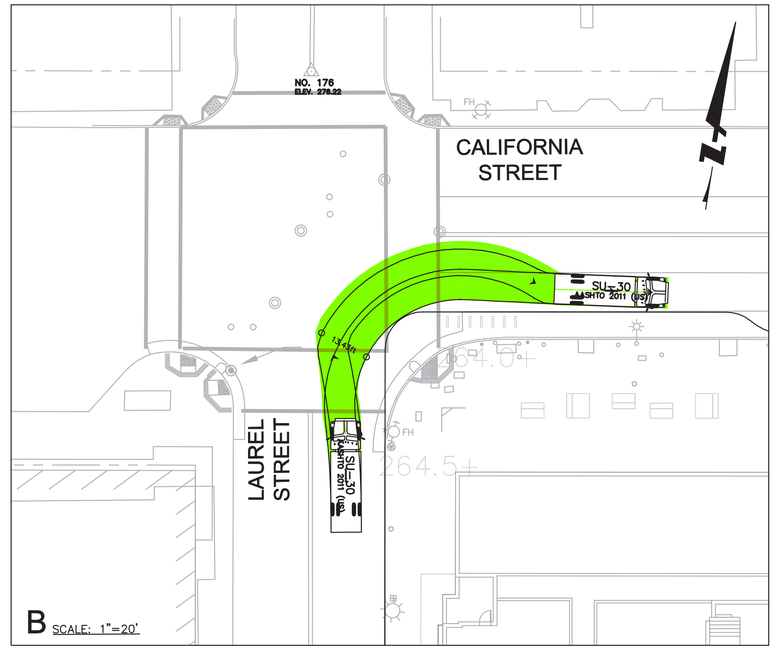
C3.01

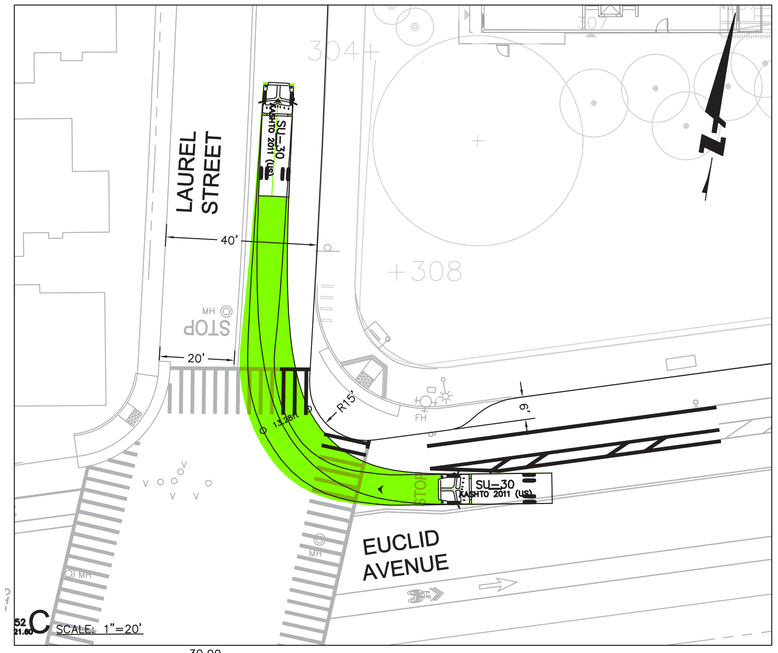


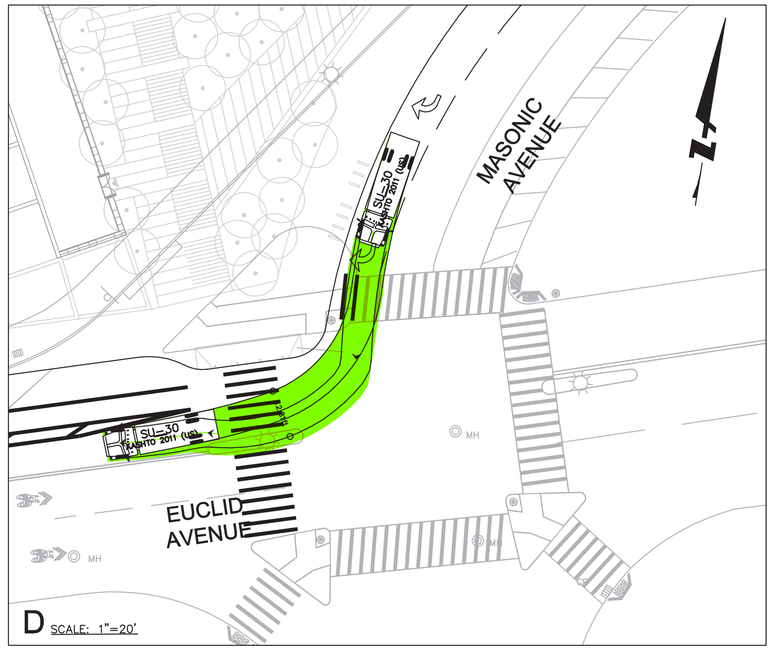
3333 CALIFORNIA

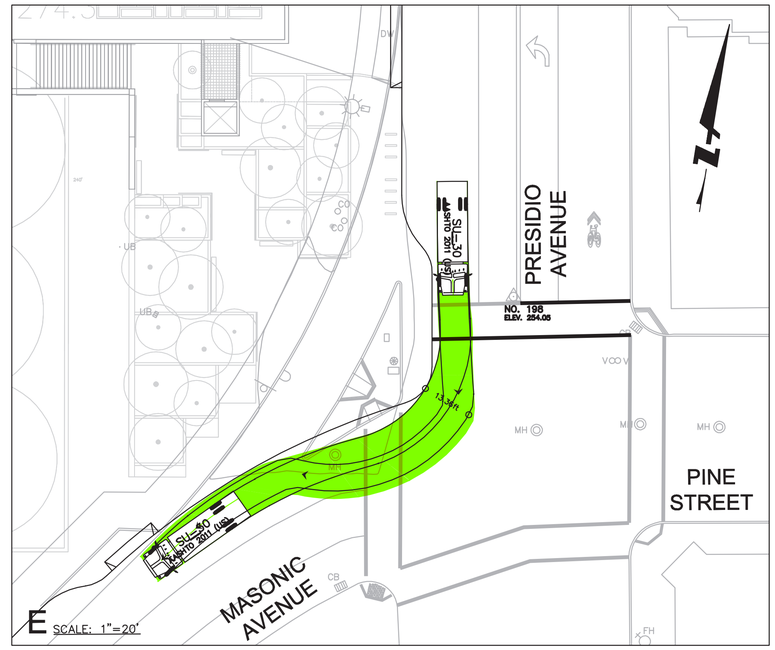
TRUCK TURNING INDEX

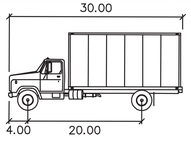












SU-30	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

3333 CALIFORNIA

SU-30 CIRCULATION EXHIBIT

3333 CALIFORNIA STREET SAN FRANCISCO, CA

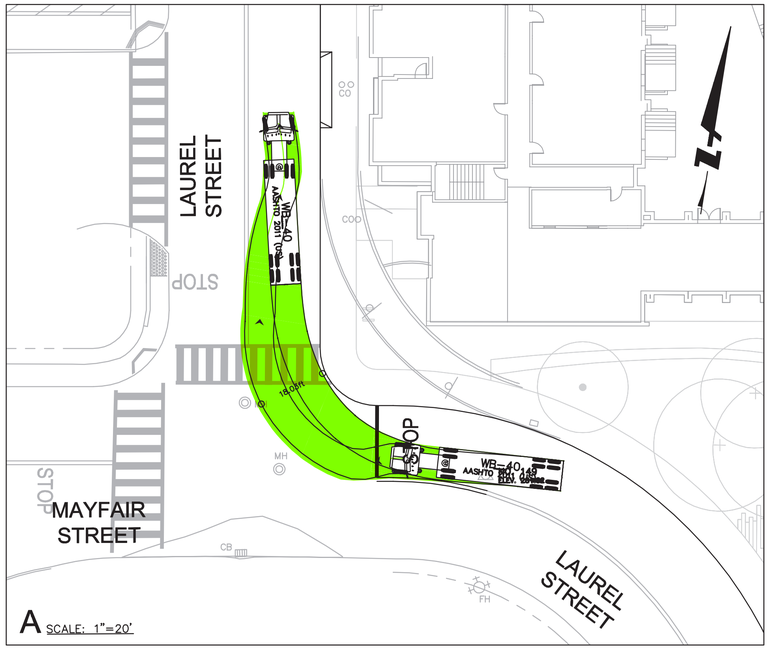
ENGINEERS . SURVEYORS . PLANNERS

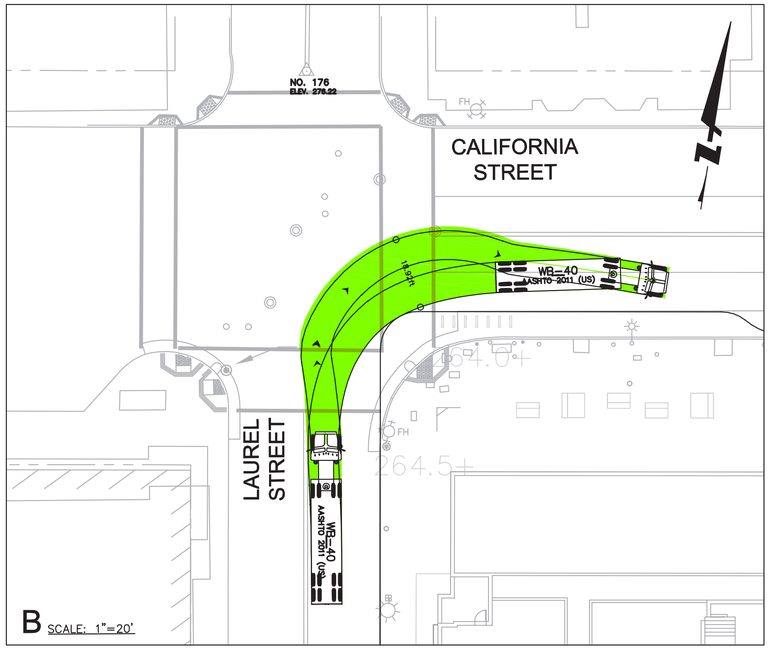
TRUCK TURNING SU-30

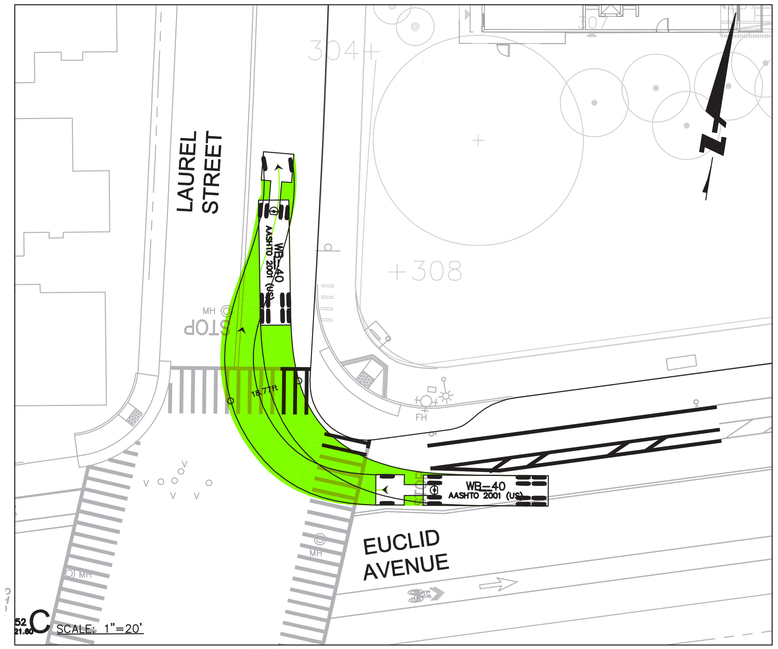
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB | BkF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

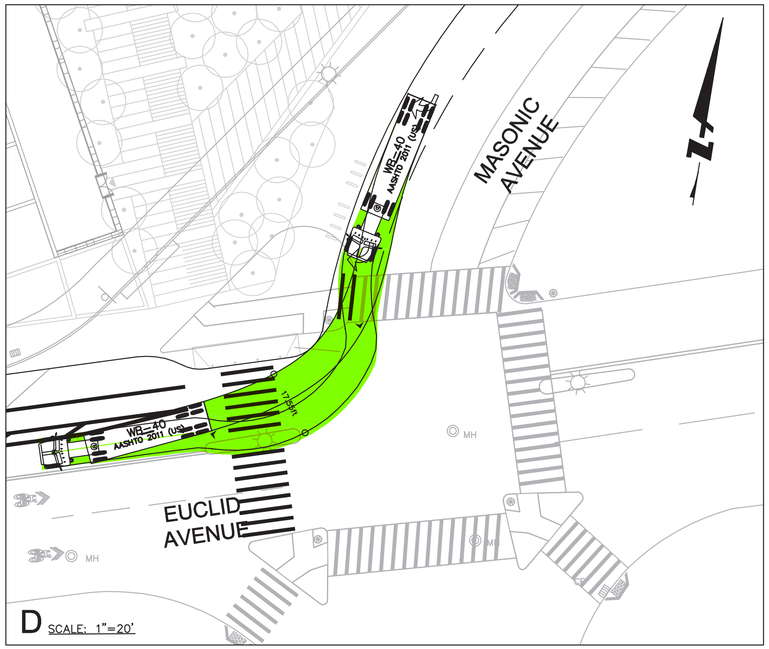
07.03.2019
PLANNING APPLICATION SUBMITTAL

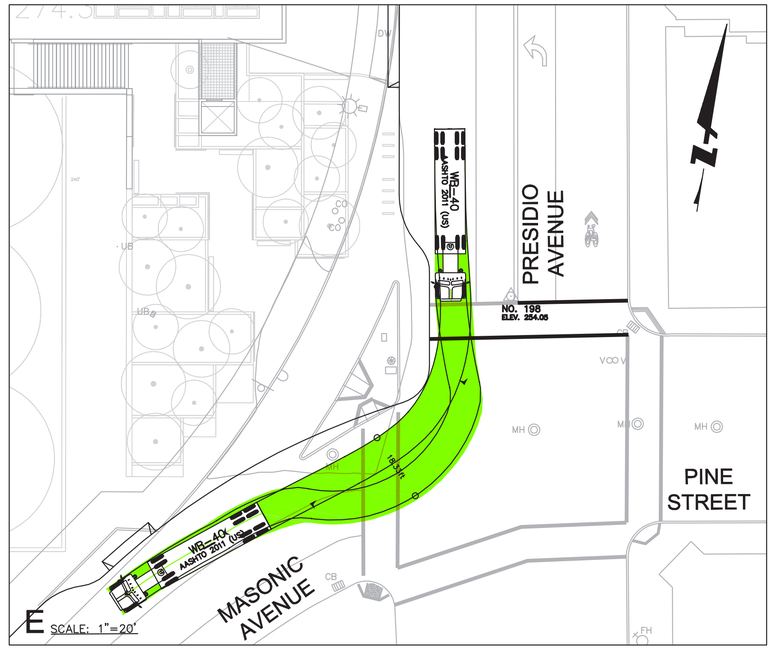
C4.01

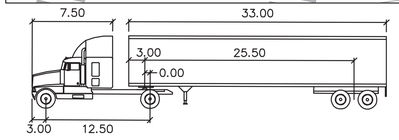












WB—40	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.00	Steering Angle	: 20.3
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.00		

3333 CALIFORNIA

WB-40 CIRCULATION EXHIBIT

3333 CALIFORNIA STREET SAN FRANCISCO, CA

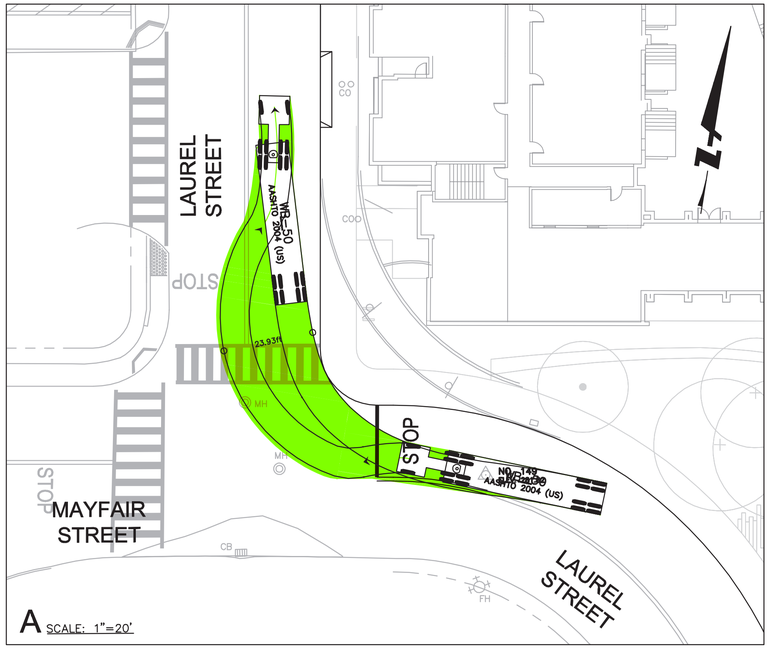
BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

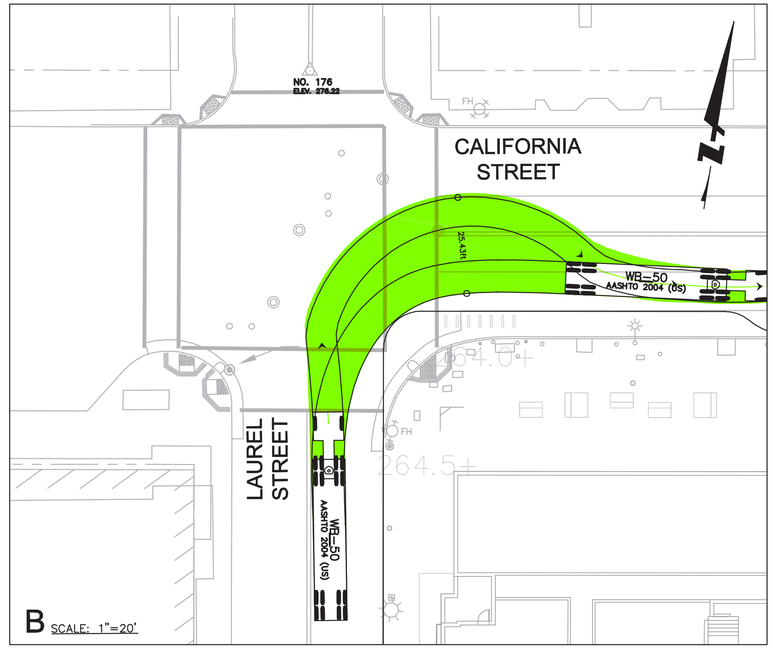
TRUCK TURNING WB-40

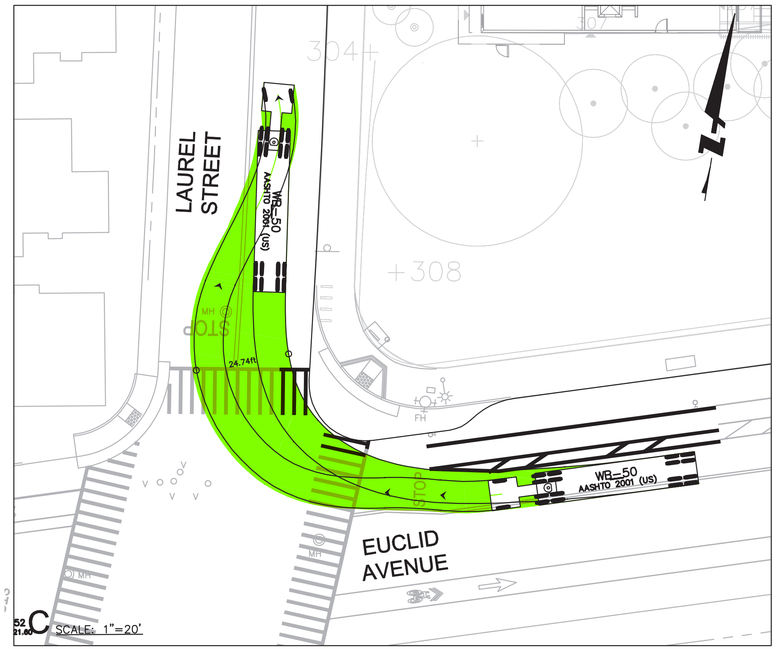
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP BAR architects | JENSEN | SCB | BkF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

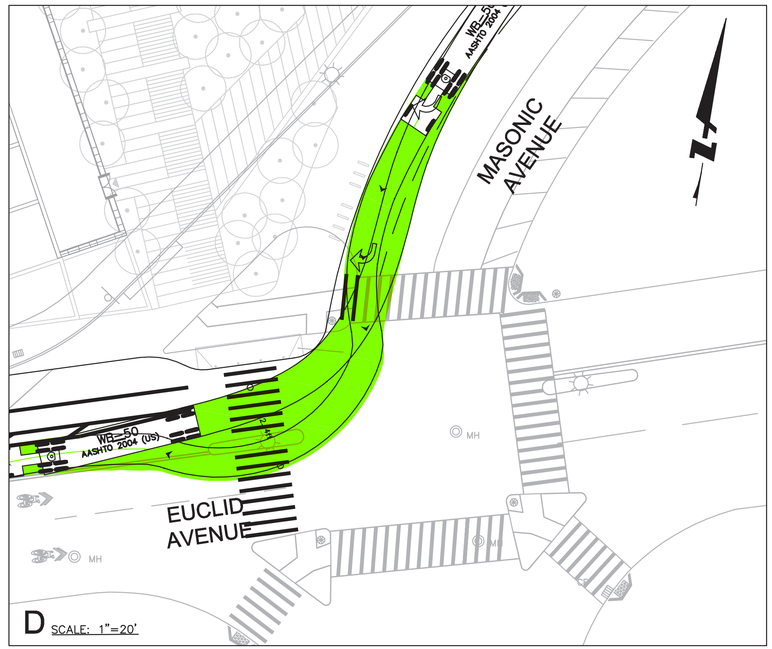
07.03.2019
PLANNING APPLICATION SUBMITTAL

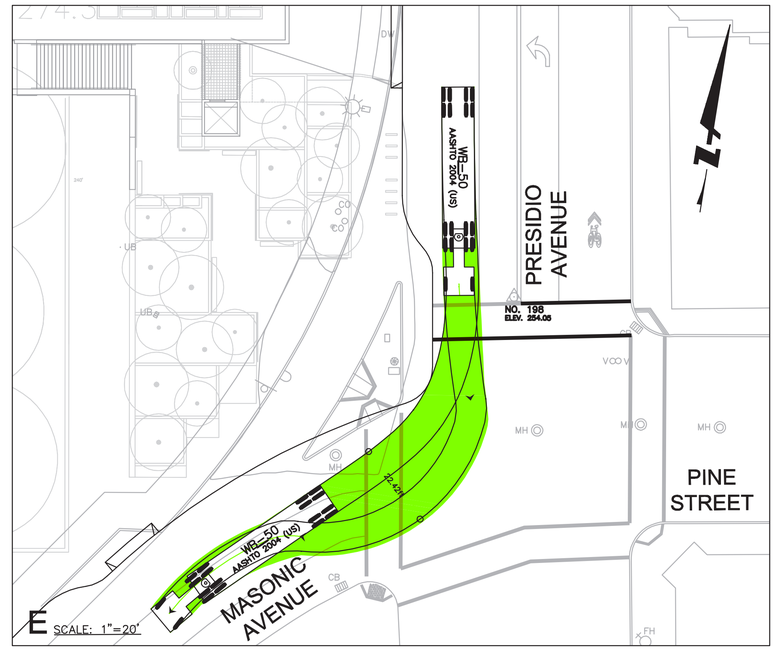
C4.02

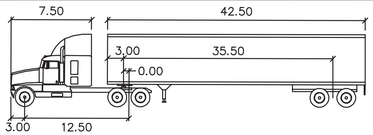












WB–50

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

3333 CALIFORNIA

WB-50 CIRCULATION EXHIBIT

BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

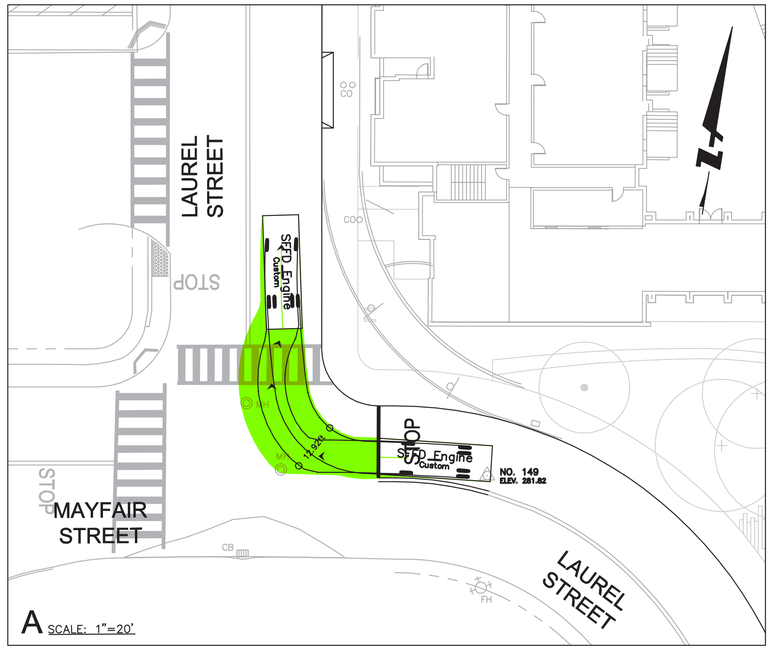
3333 CALIFORNIA STREET SAN FRANCISCO, CA

TRUCK TURNING WB-50

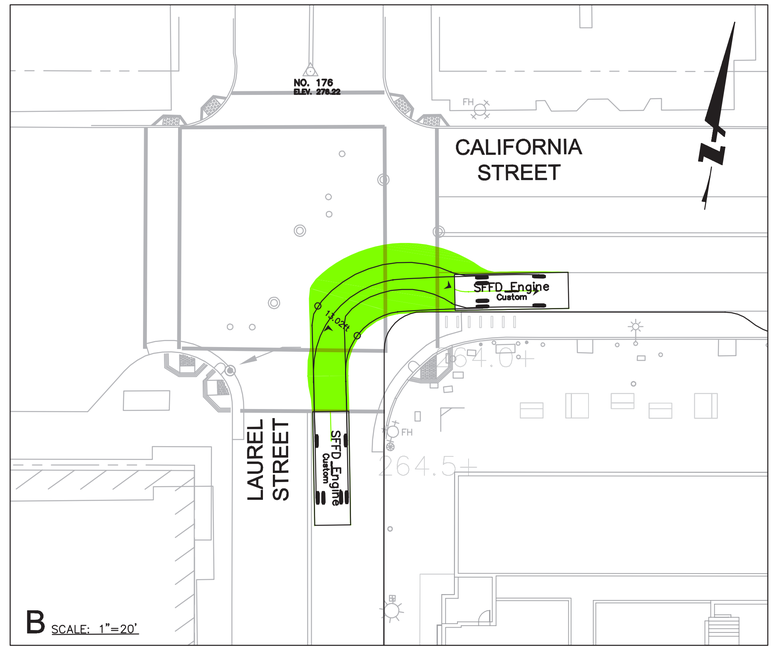
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB | BkF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

07.03.2019
PLANNING APPLICATION SUBMITTAL

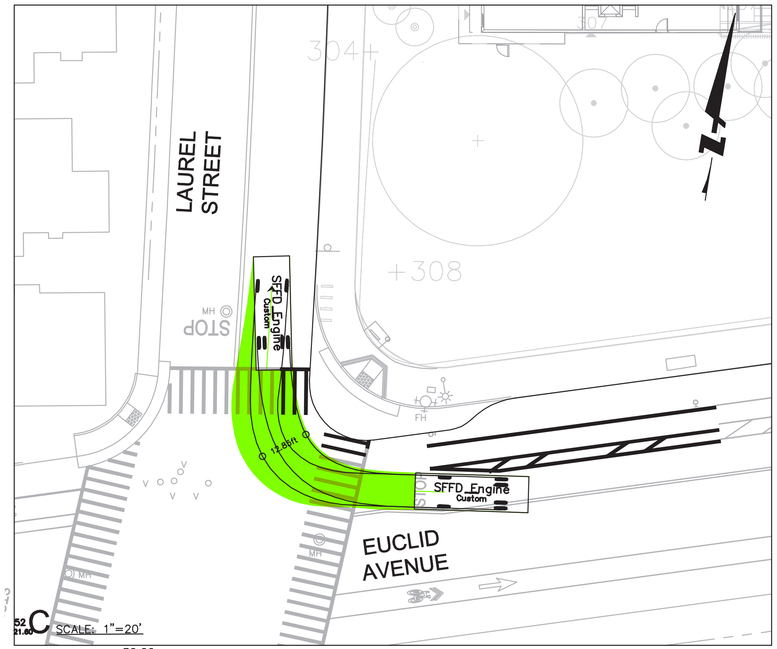
C4.03



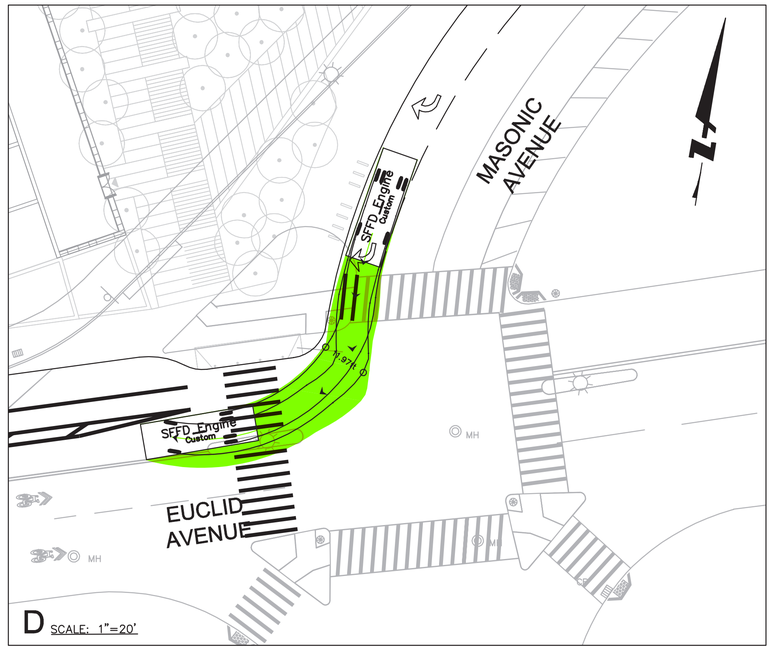
A SCALE: 1"=20'



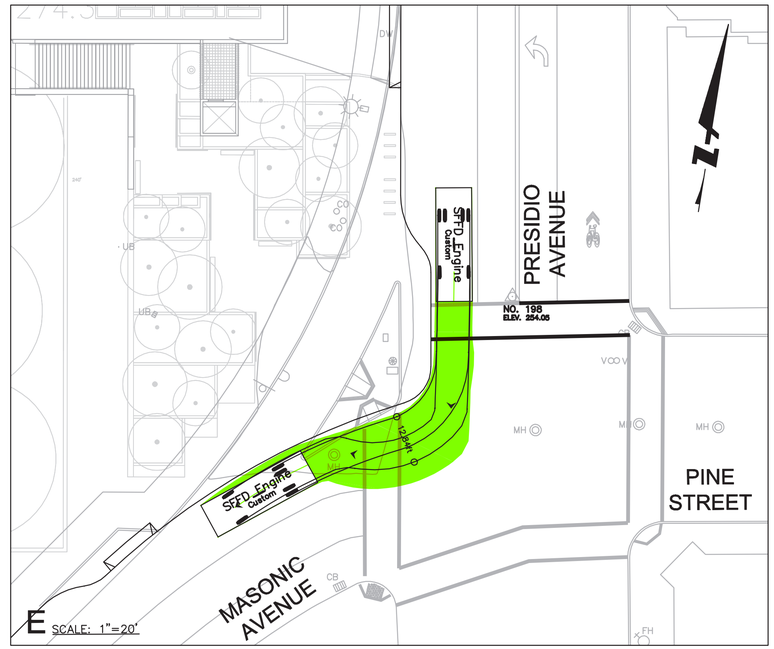
B SCALE: 1"=20'



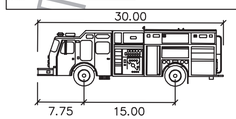
C SCALE: 1"=20'



D SCALE: 1"=20'



E SCALE: 1"=20'



SFFD Engine	feet
Width	: 9.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 36.0

3333 CALIFORNIA

FIRE ENGINE CIRCULATION EXHIBIT

BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

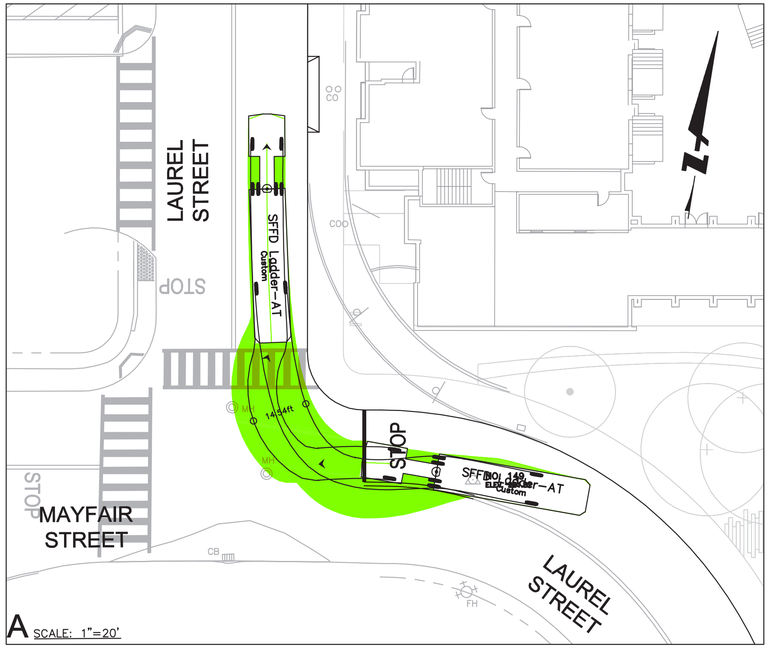
3333 CALIFORNIA STREET SAN FRANCISCO, CA

TRUCK TURNING SFFD-ENGINE

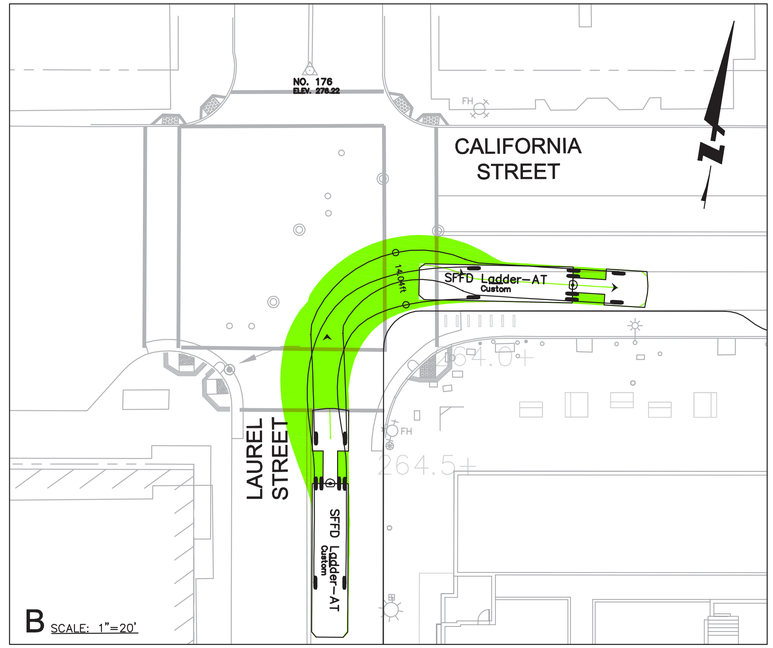
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB | BkF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

07.03.2019
PLANNING APPLICATION SUBMITTAL

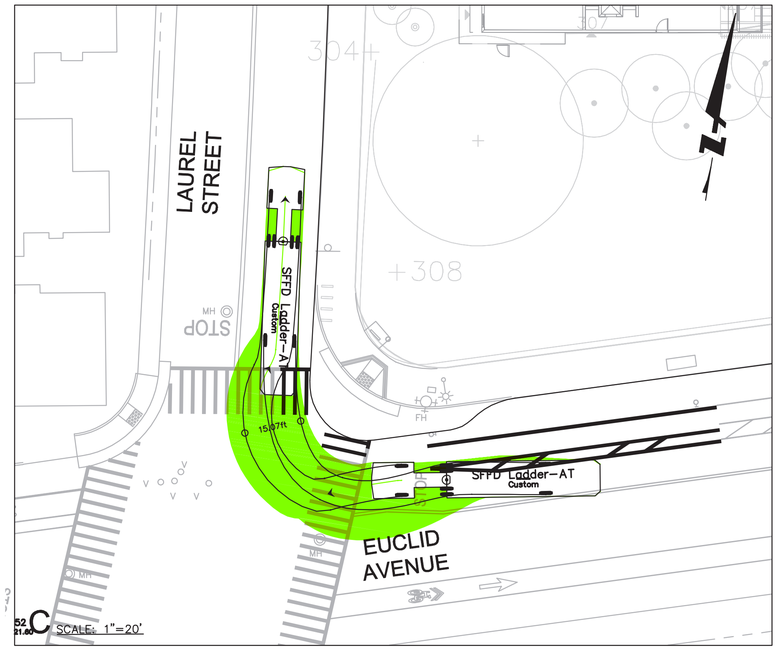
C4.04



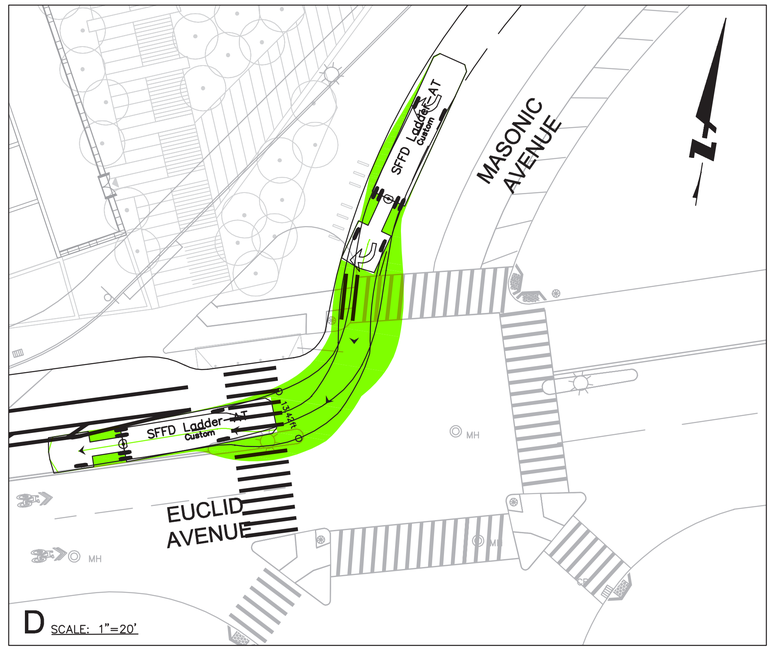
A SCALE: 1"=20'



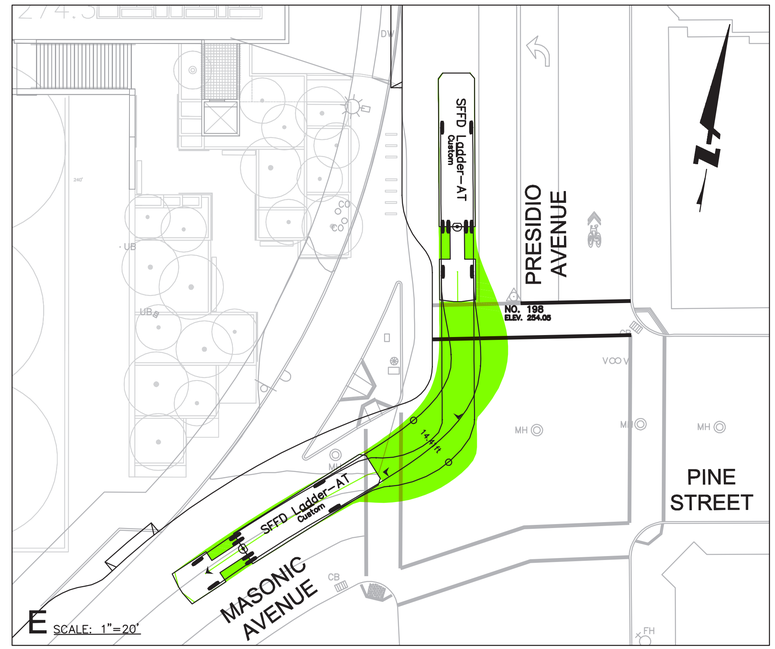
B SCALE: 1"=20'



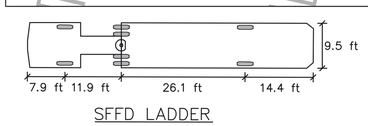
C SCALE: 1"=20'



D SCALE: 1"=20'



E SCALE: 1"=20'



SFFD LADDER

3333 CALIFORNIA

FIRE LADDER CIRCULATION EXHIBIT

BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

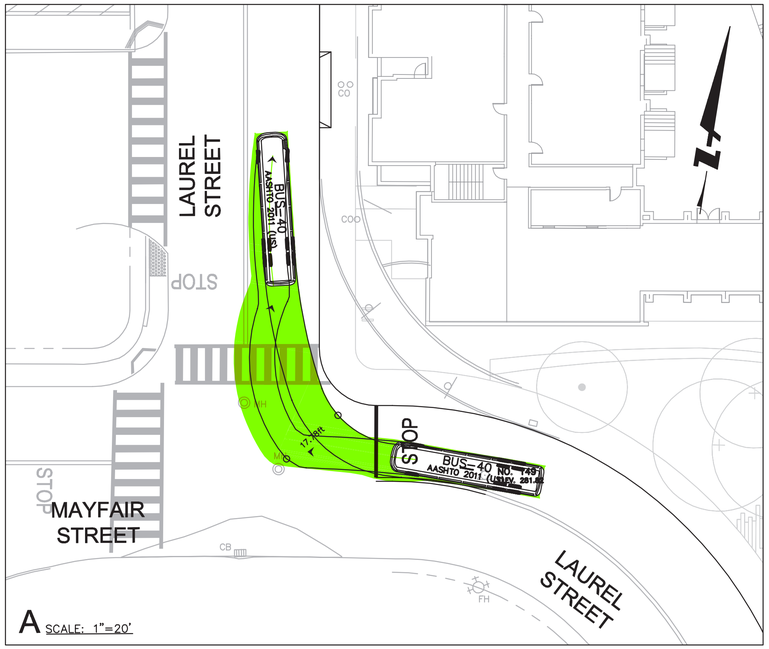
3333 CALIFORNIA STREET SAN FRANCISCO, CA

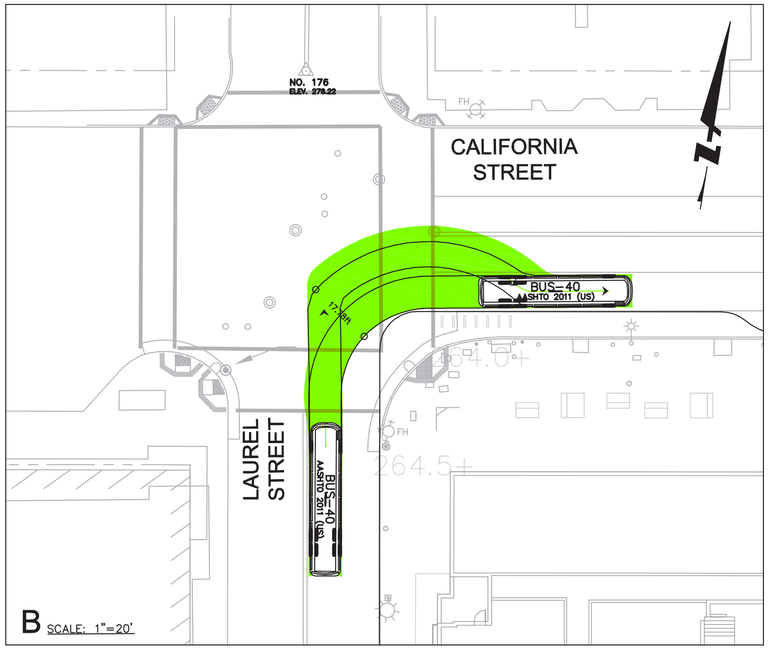
TRUCK TURNING SFFD-LADDER

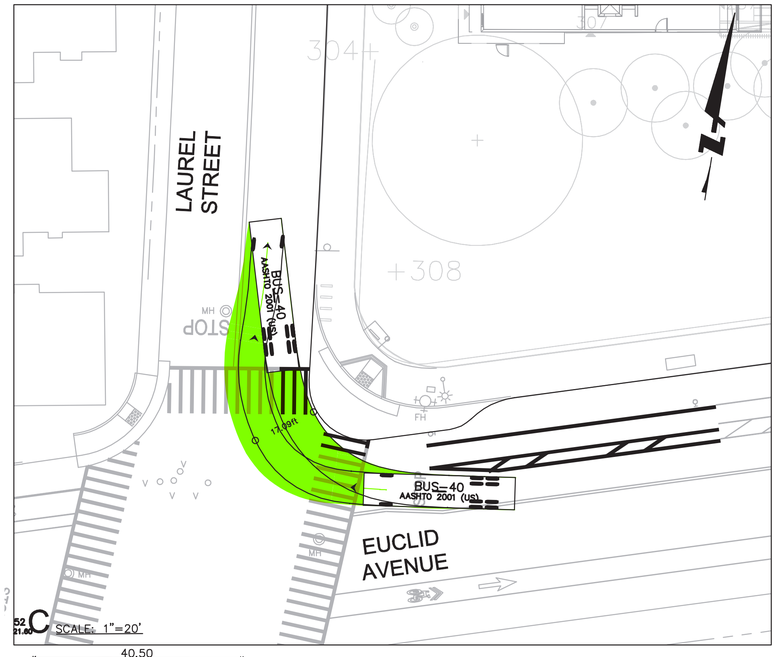
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB | BkF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

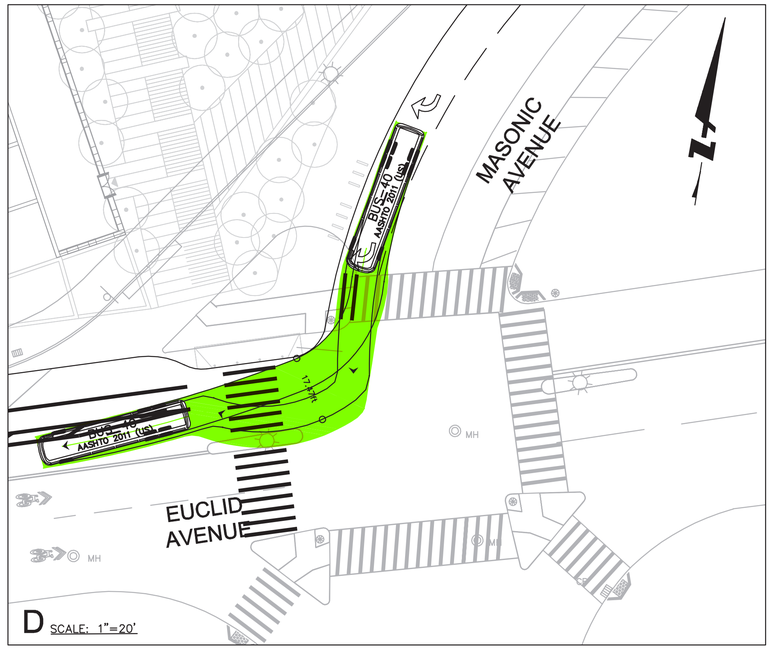
07.03.2019
PLANNING APPLICATION SUBMITTAL

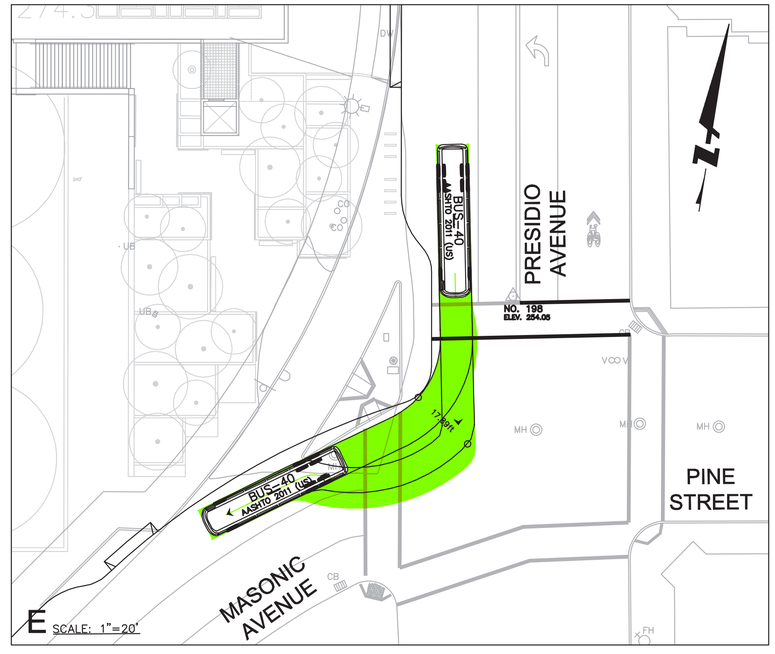
C4.05

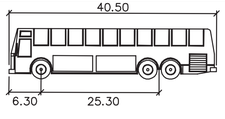












BUS–40	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 41.9

3333 CALIFORNIA

BUS-40 CIRCULATION EXHIBIT

BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

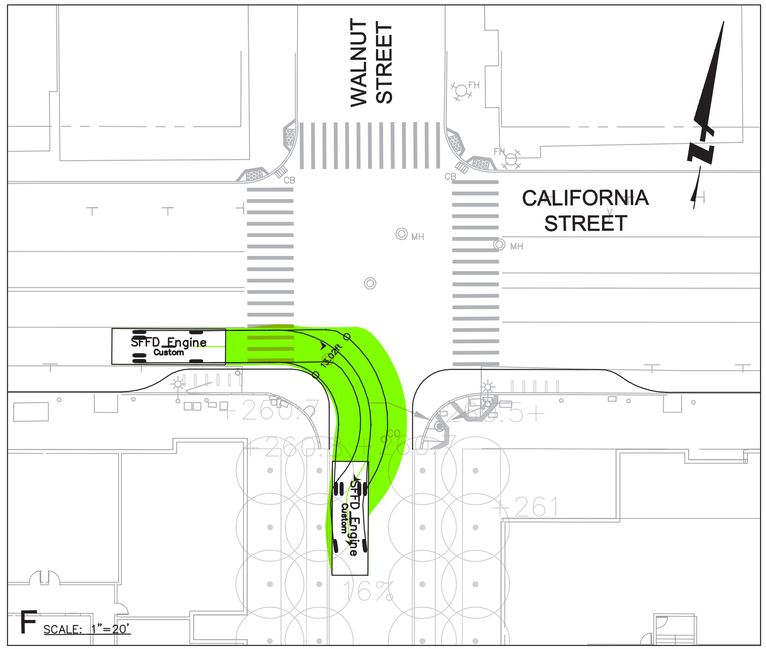
3333 CALIFORNIA STREET SAN FRANCISCO, CA

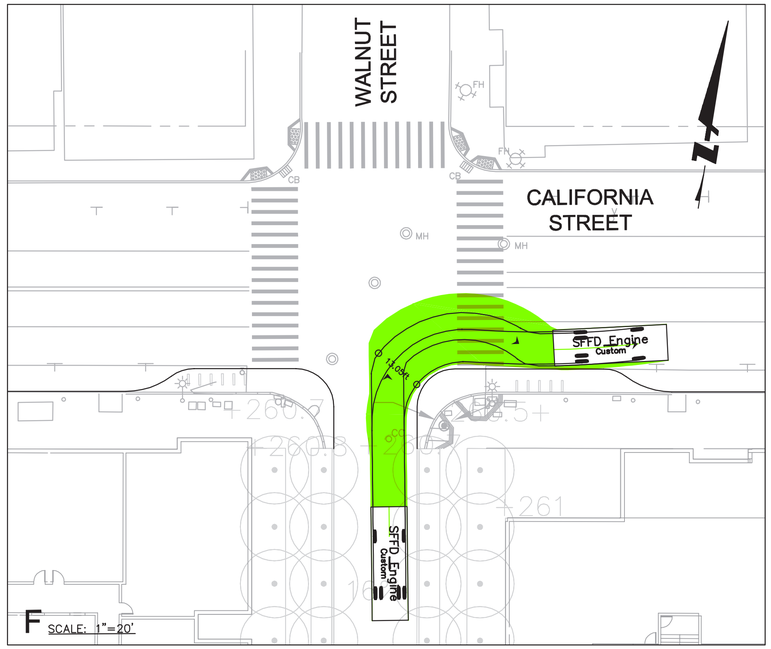
TRUCK TURNING BUS-40

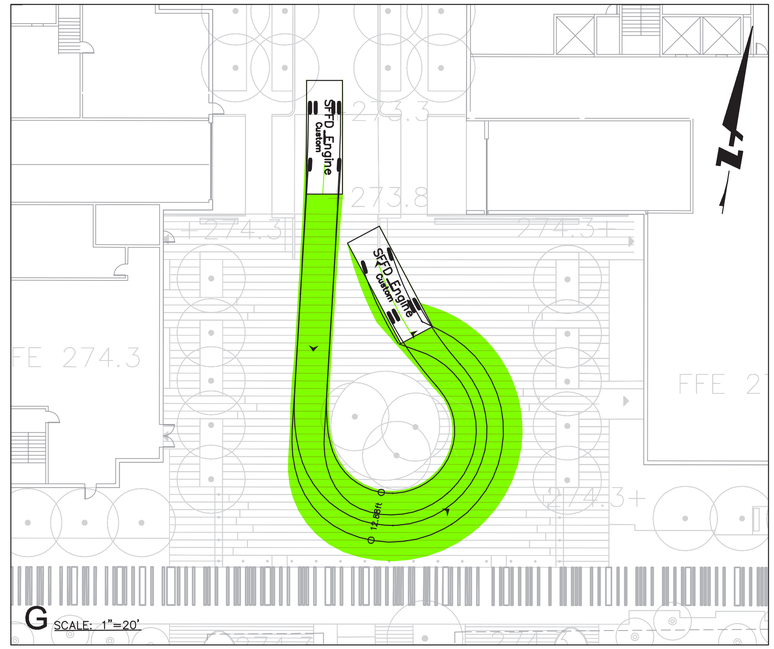
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB | BkF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

07.03.2019
PLANNING APPLICATION SUBMITTAL

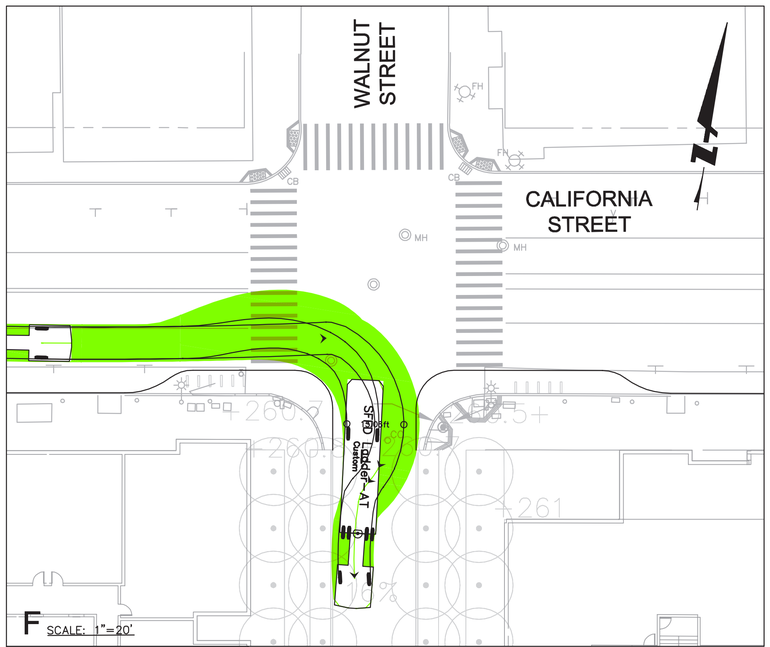
C4.06

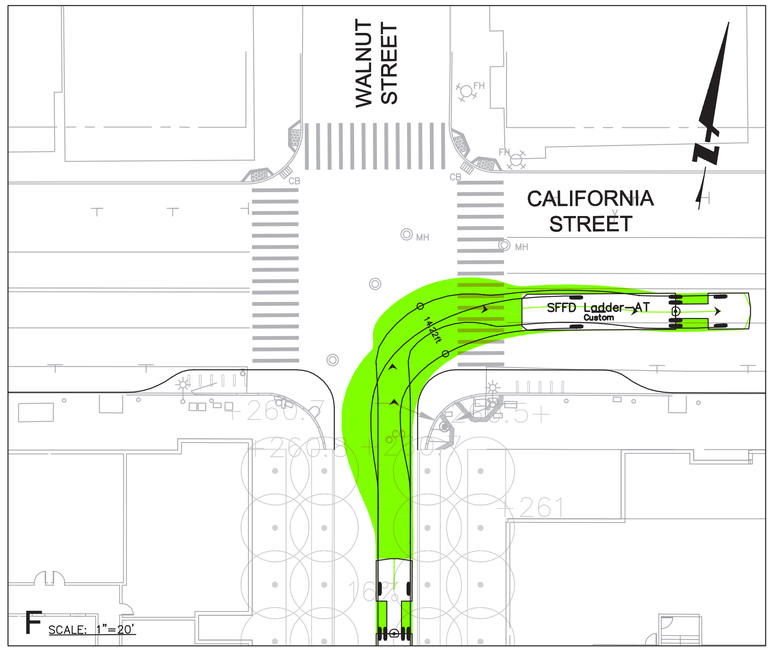


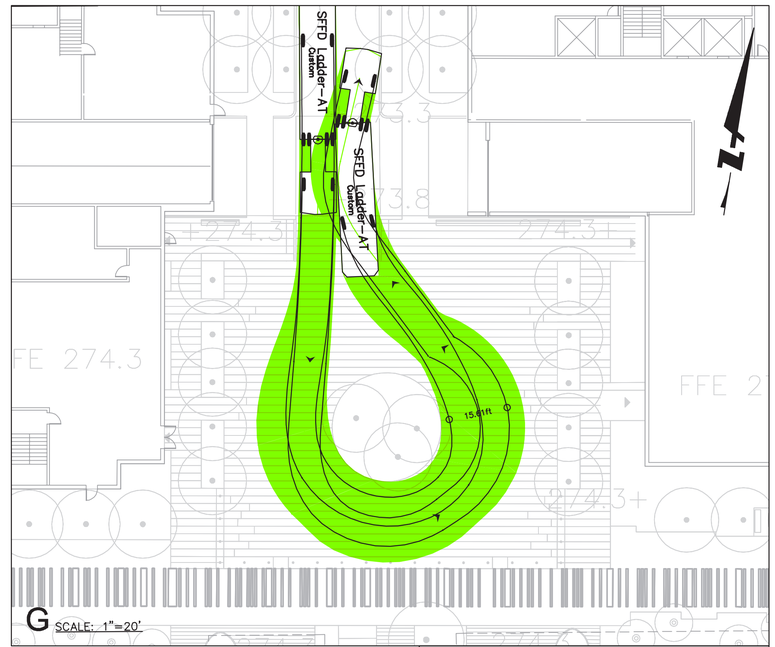


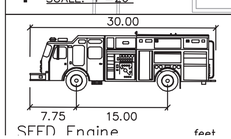


SFFD - ENGINE TRUCK



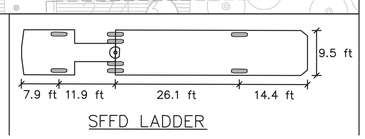






SFFD Engine	feet
Width	: 9.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 36.0

SFFD - LADDER TRUCK



3333 CALIFORNIA

WALNUT EXTENSION FIRE EXHIBIT

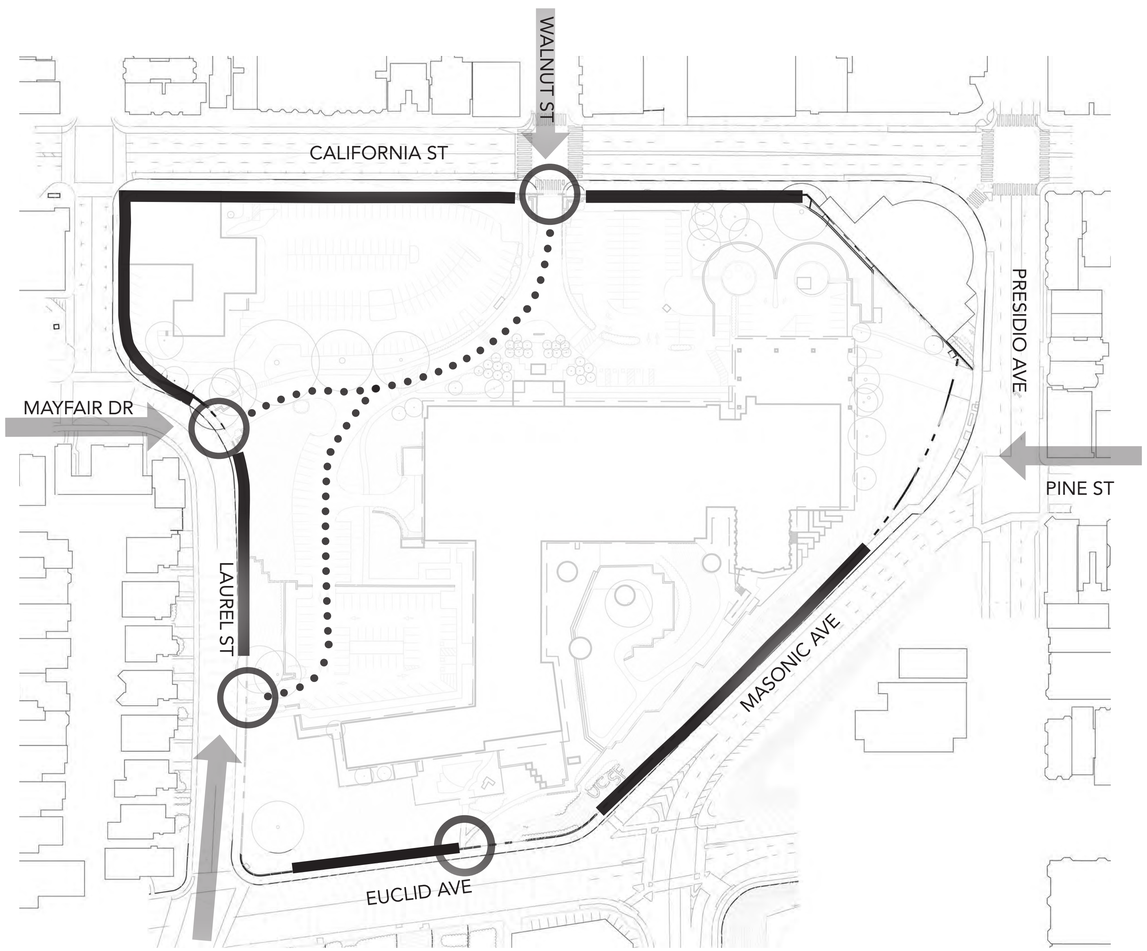
3333 CALIFORNIA STREET SAN FRANCISCO, CA

TRUCK TURNING WALNUT EXTENSION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB | BKF 100+ YEARS ENGINEERS . SURVEYORS . PLANNERS

07.03.2019
PLANNING APPLICATION SUBMITTAL

C4.07

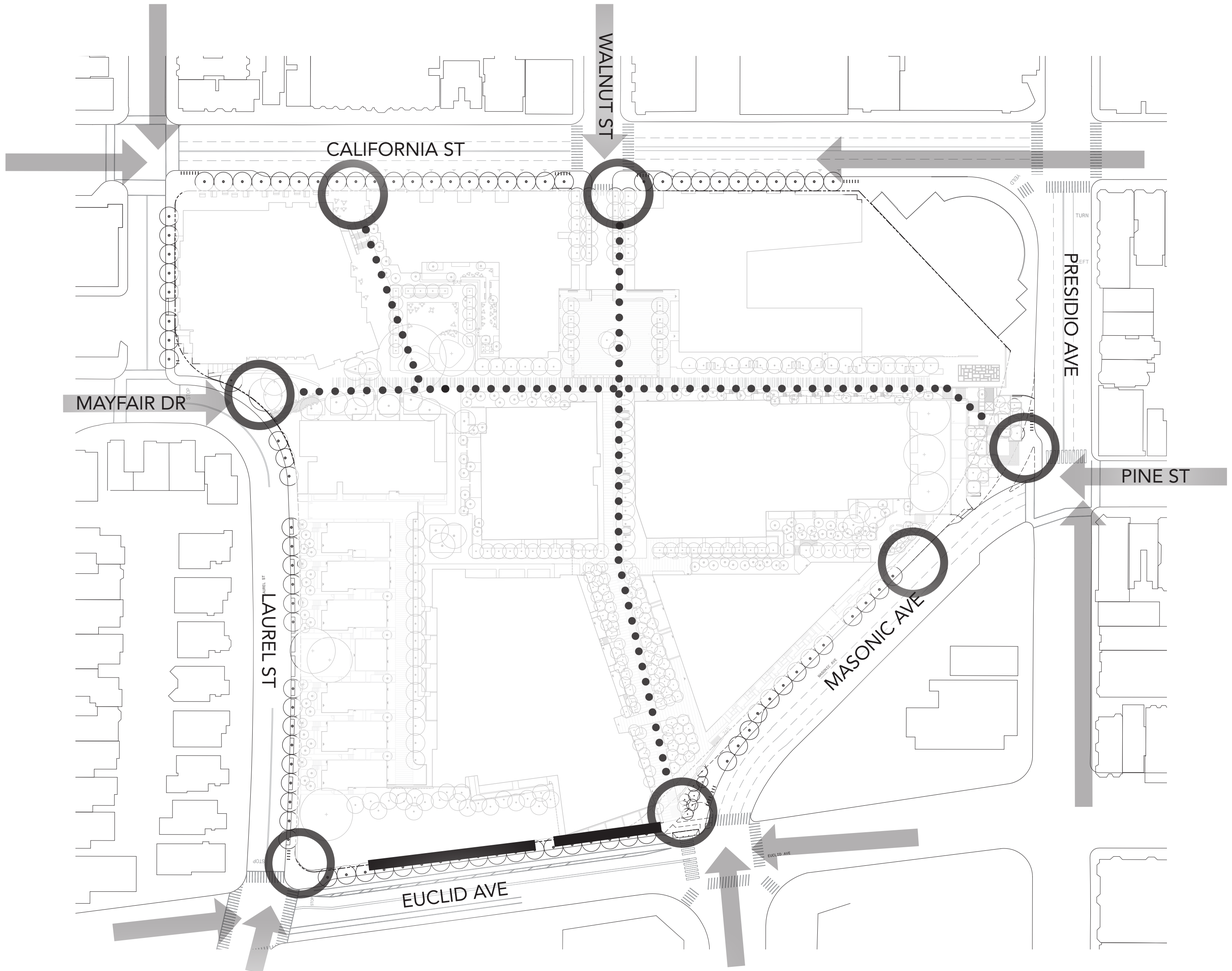


EXISTING PEDESTRIAN ACCESS + CONNECTIONS

WALL OR STEEP SLOPE, NO ACCESS

PUBLIC PATHWAY

PEDESTRIAN ACCESS



PROPOSED PEDESTRIAN ACCESS + CONNECTIONS

WALL OR STEEP SLOPE, NO ACCESS

PUBLIC PATHWAY

PEDESTRIAN ACCESS

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

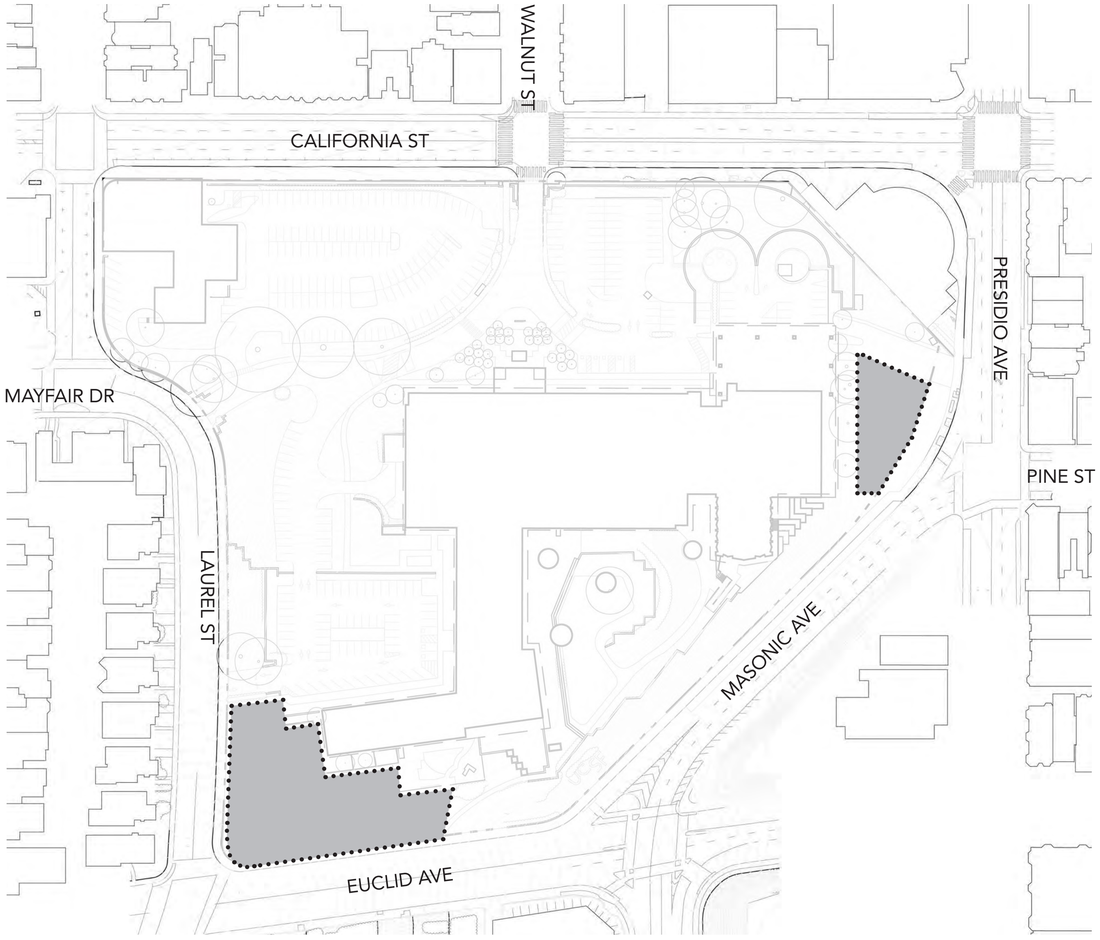
SITE DIAGRAM - CONNECTIVITY

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 40' 80' 160' 320'

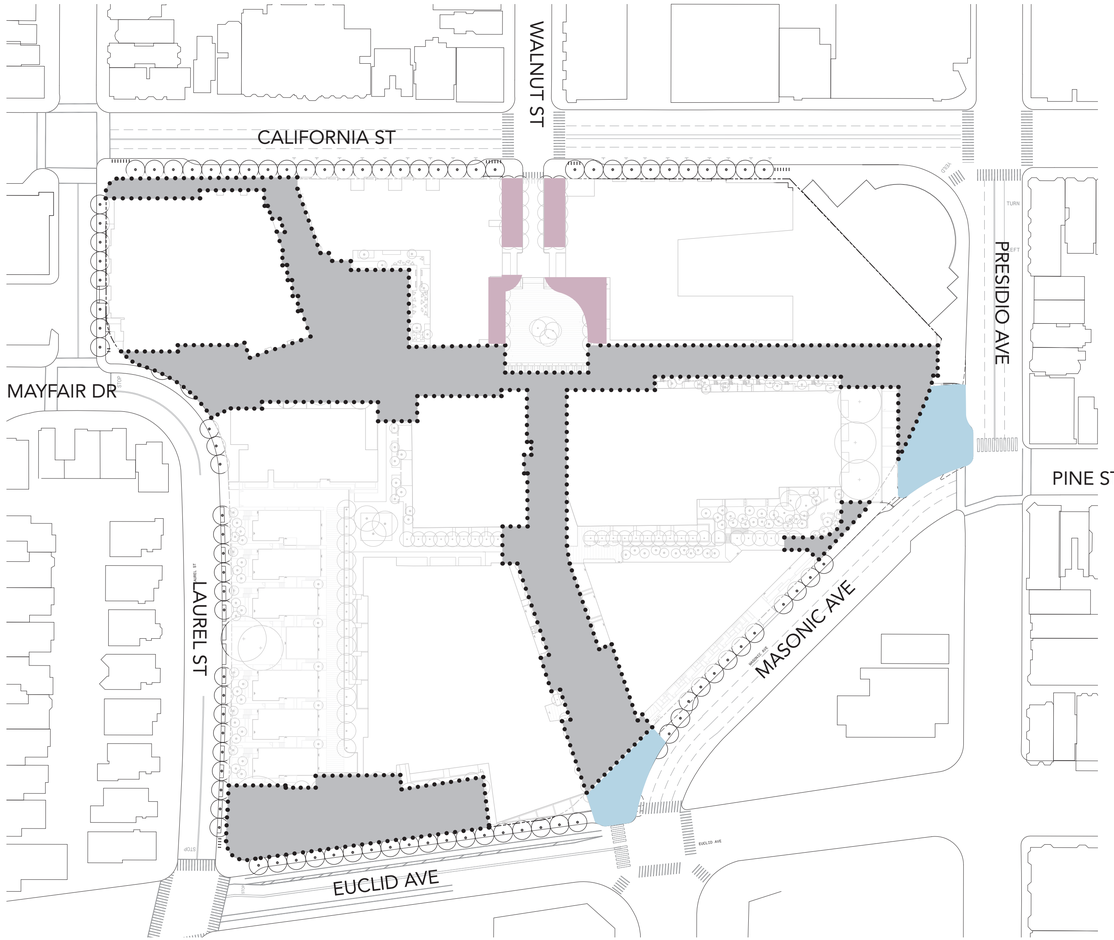
N

L0.00



EXISTING PRIVATELY OWNED PUBLICLY ACCESSIBLE OPEN SPACE

EXISTING PUBLICLY ACCESSIBLE OPEN SPACE
(34,300 SF)



PROPOSED PUBLICLY ACCESSIBLE OPEN SPACE

PROPOSED PUBLICLY ACCESSIBLE OPEN SPACE
(103,000 SF)
SEE SHEET G3.03 FOR SUMMARY OF OPEN SPACE COMPLIANCE

PROPOSED PUBLICLY ACCESSIBLE OPEN AREA LOCATED IN PUBLIC ROW (DOES NOT MEET PLANNING DEFINITION OF OPEN SPACE)
(10,000 SF)

PROPOSED PUBLICLY ACCESSIBLE OPEN AREA WITHIN PROPERTY LINE (DOES NOT MEET PLANNING DEFINITION OF OPEN SPACE)
(8,000 SF)

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

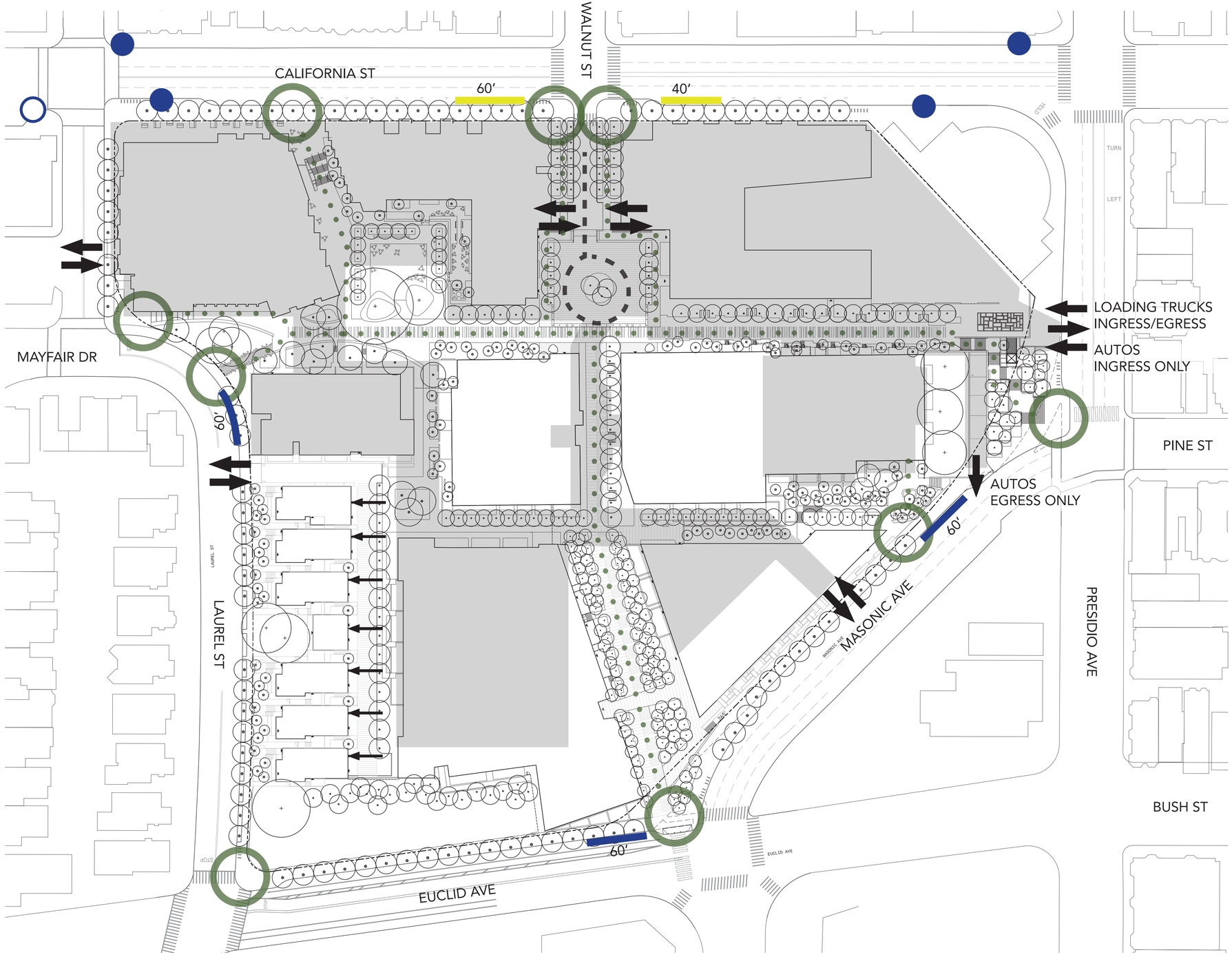
SITE DIAGRAM - OPEN SPACE NETWORK

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 40' 80' 160' 320'

N

L0.01



PEDESTRIAN ACCESS POINT

PUBLICLY ACCESSIBLE PEDESTRIAN PATHWAY

PRIVATE GARAGE ACCESS

PARKING GARAGE ACCESS

BUS STOPS

EXISTING BUS STOP TO BE RELOCATED

WHITE ZONE

YELLOW ZONE

VEHICULAR CIRCULATION

INDICATES UNDERGROUND PARKING STRUCTURE, INCLUDING LOADING AREAS

SEE SHEET C2.02 FOR EXISTING AND PROPOSED DRIVEWAY AND BULBOUT DIMENSIONS.

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

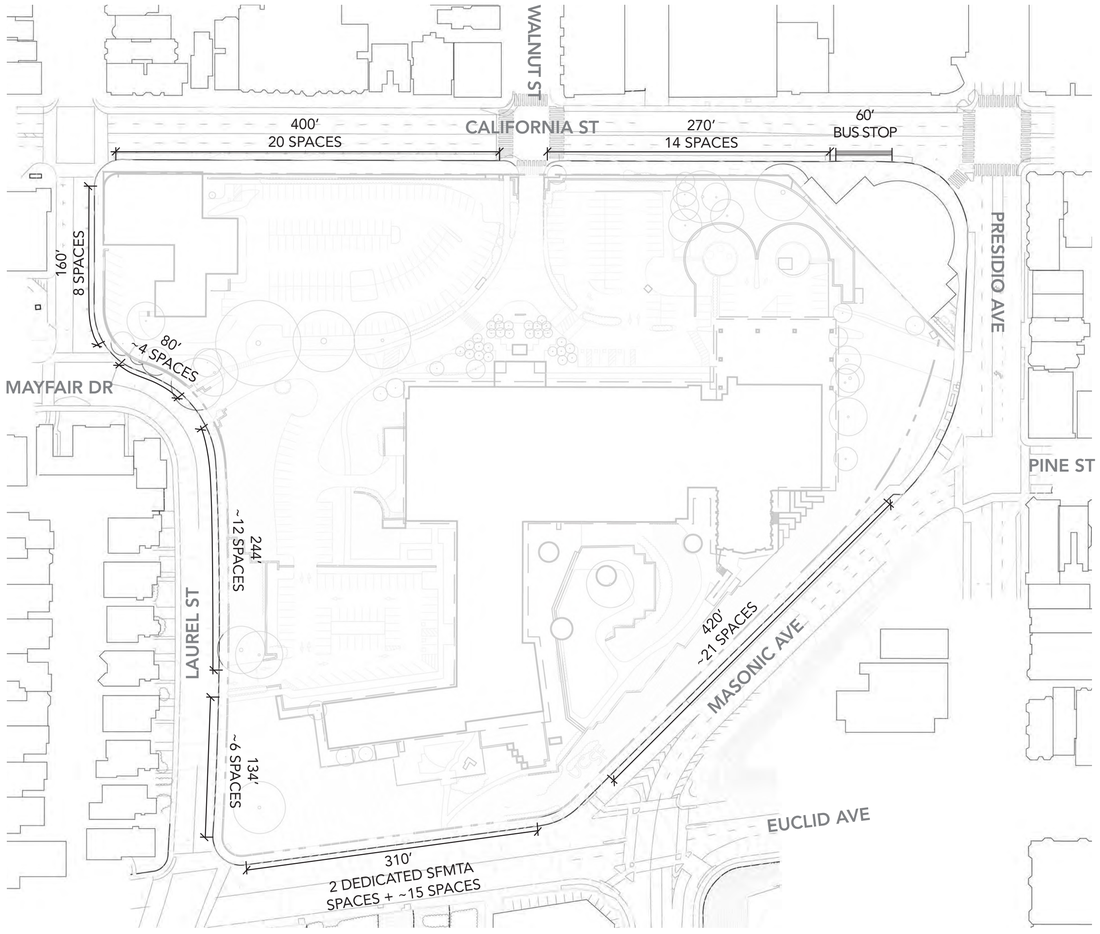
SITE DIAGRAM - SITE ACCESS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 25' 50' 100' 150'

N

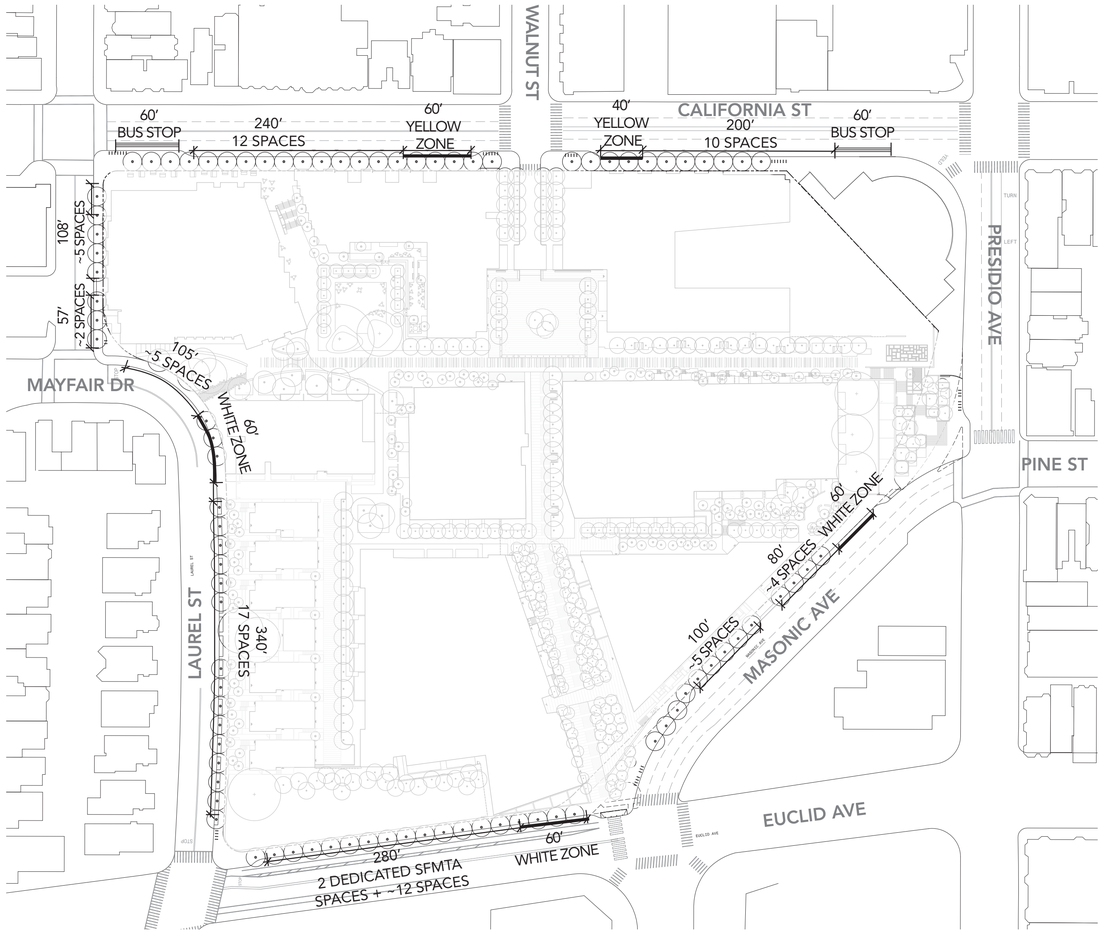
L1.01



EXISTING STREET PARKING | ~102 SPACES TOTAL

EXISTING STREET PARKING
-EXCLUDES BUS STOPS AND ALL COLORED CURB ZONES

EXISTING BUS STOP



PROPOSED STREET PARKING | ~74 SPACES TOTAL

PROPOSED STREET PARKING
-EXCLUDES BUS STOPS AND ALL COLORED CURB ZONES

PROPOSED LOADING ZONES, SUBJECT TO THE REVIEW
OF SFMTA COLORED CURB PROGRAM

PROPOSED BUS STOP

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

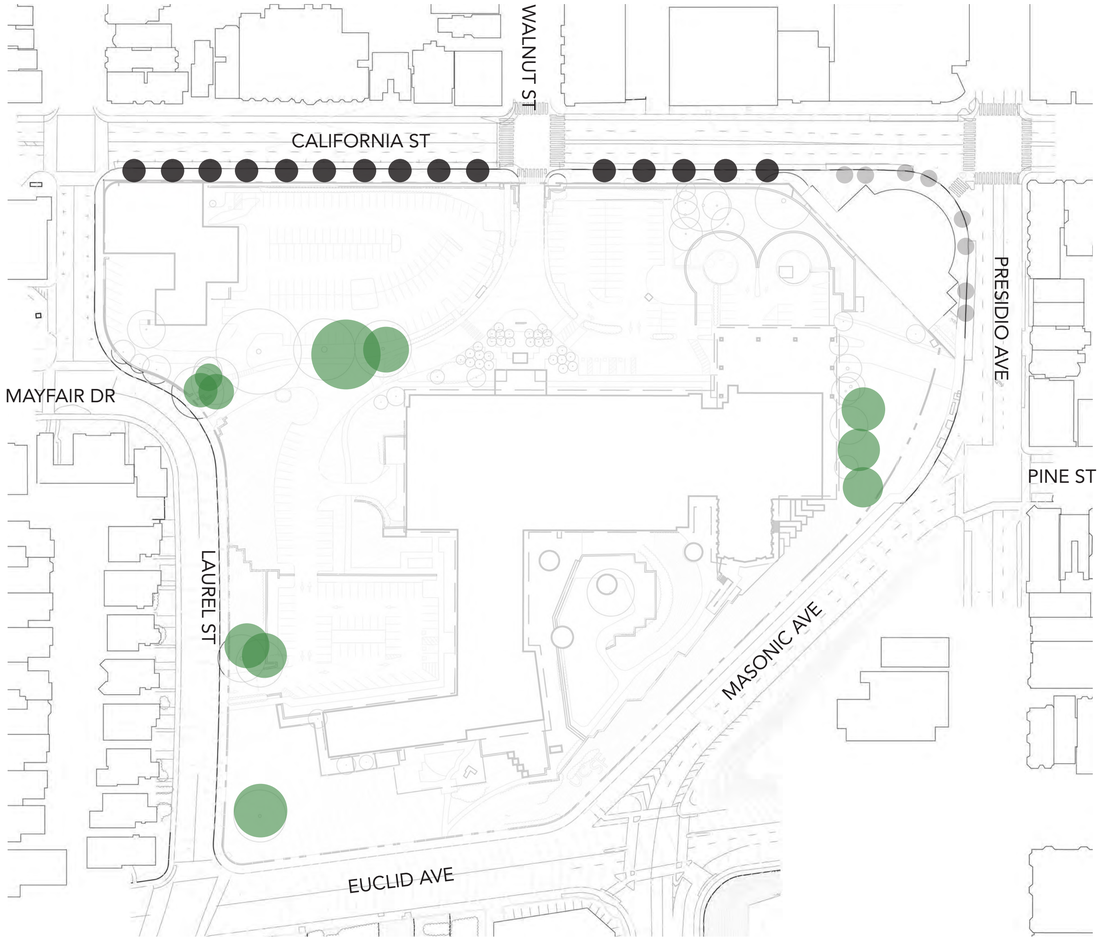
SITE DIAGRAM - STREET PARKING

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 40' 80' 160' 320'

N

L1. 02





EXISTING STREET TREES

- EXISTING STREET TREES (15)
  *IN FRONT OF THE PROPERTY LINE
- EXISTING STREET TREES (8)
  AT ADJOINING PROPERTY
- KEY TREES TO BE PRESERVED (11)

PROPOSED STREET TREES

- PROPOSED STREET TREES AT CALIFORNIA ST. (39)
  FRUITLESS OLIVE 'OLEA EUROPAEA SWAN HILL'
- PROPOSED STREET TREES (31)
  GINKGO 'GINKGO BILOBA PRINCETON SENTRY'
- PROPOSED STREET TREES (18)
  AESCULUS CARNEA
- KEY TREES TO BE PRESERVED (11)
- EXISTING STREET TREES (8)
  AT ADJOINING PROPERTY

3333 CALIFORNIA STREET SAN FRANCISCO, CA

SITE DIAGRAM - STREET TREES

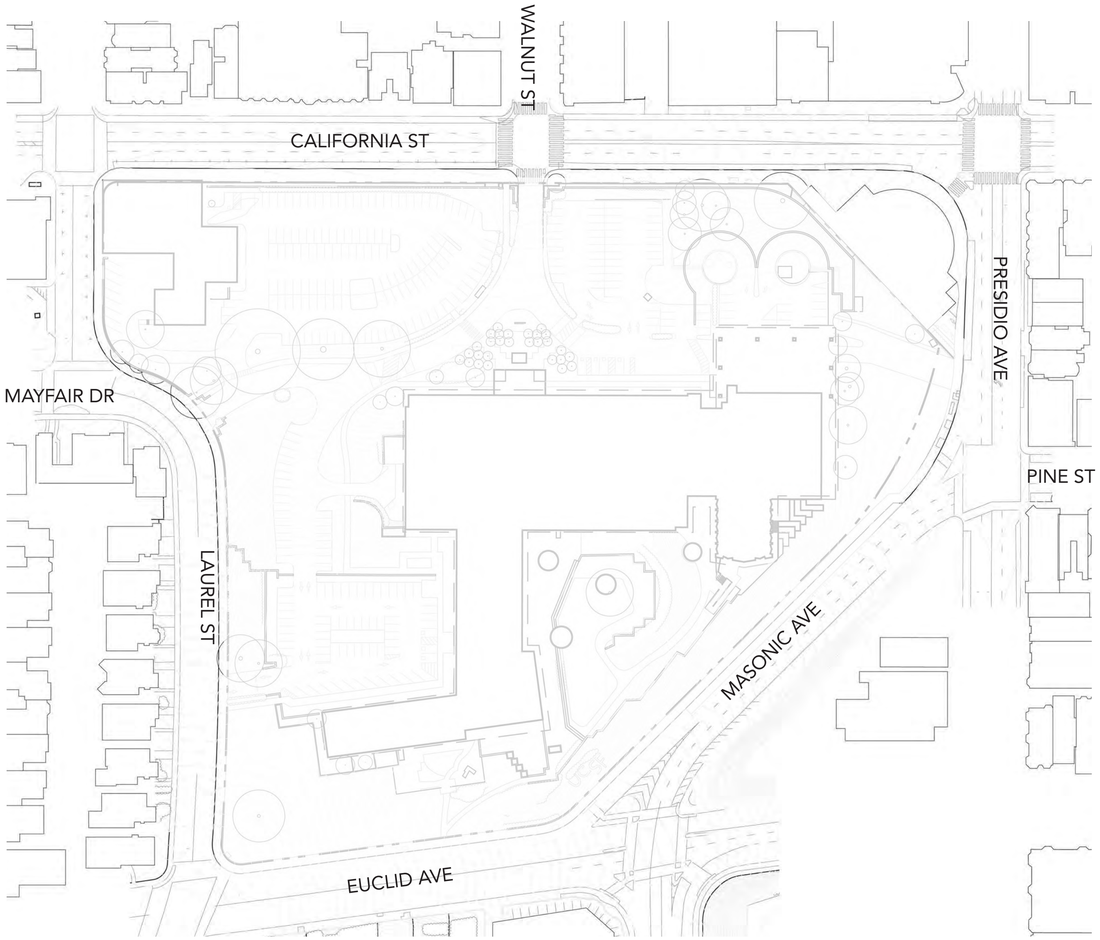
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 40' 80' 160' 320'

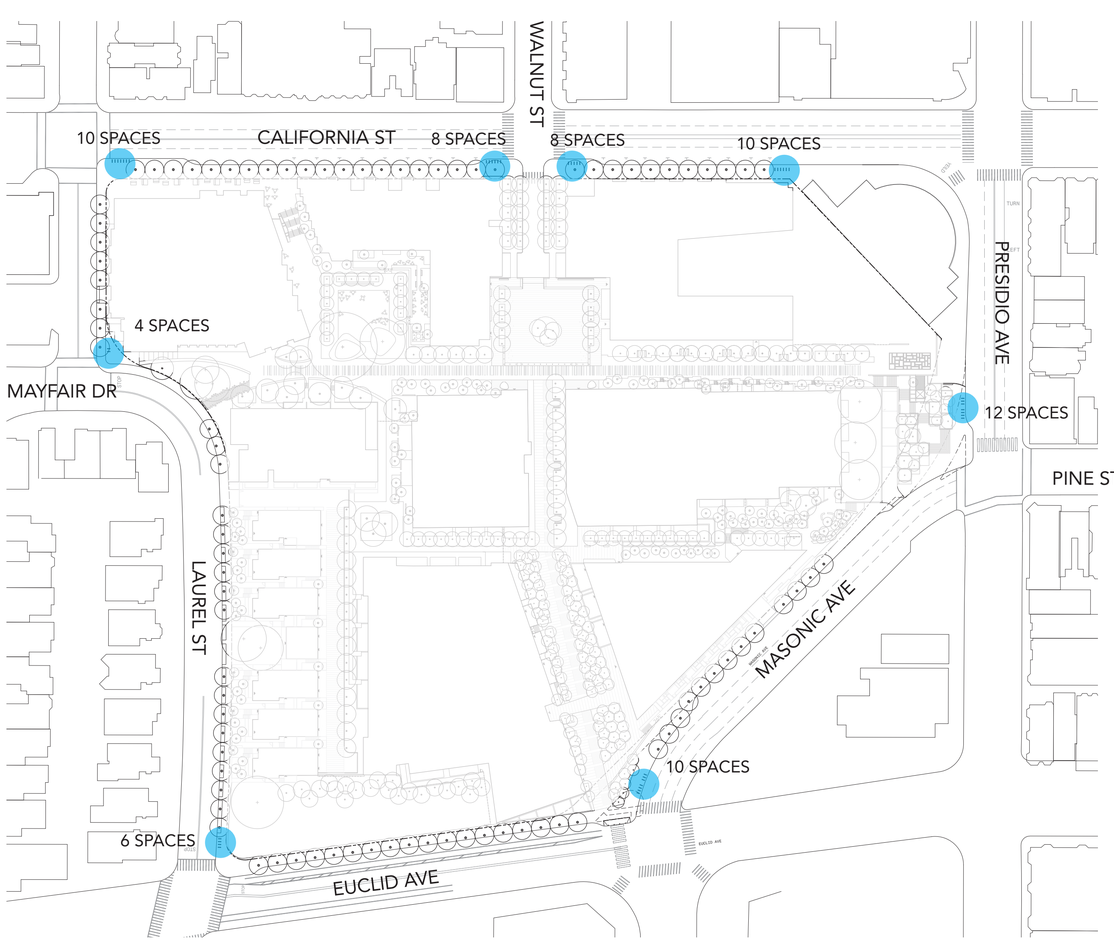
N

L1.03



EXISTING PUBLIC BIKE PARKING

EXISTING PUBLIC BIKE PARKING (0 SPACES)



PROPOSED PUBLIC BIKE PARKING

PROPOSED PUBLIC BIKE PARKING (68 BIKES/34 RACKS)

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

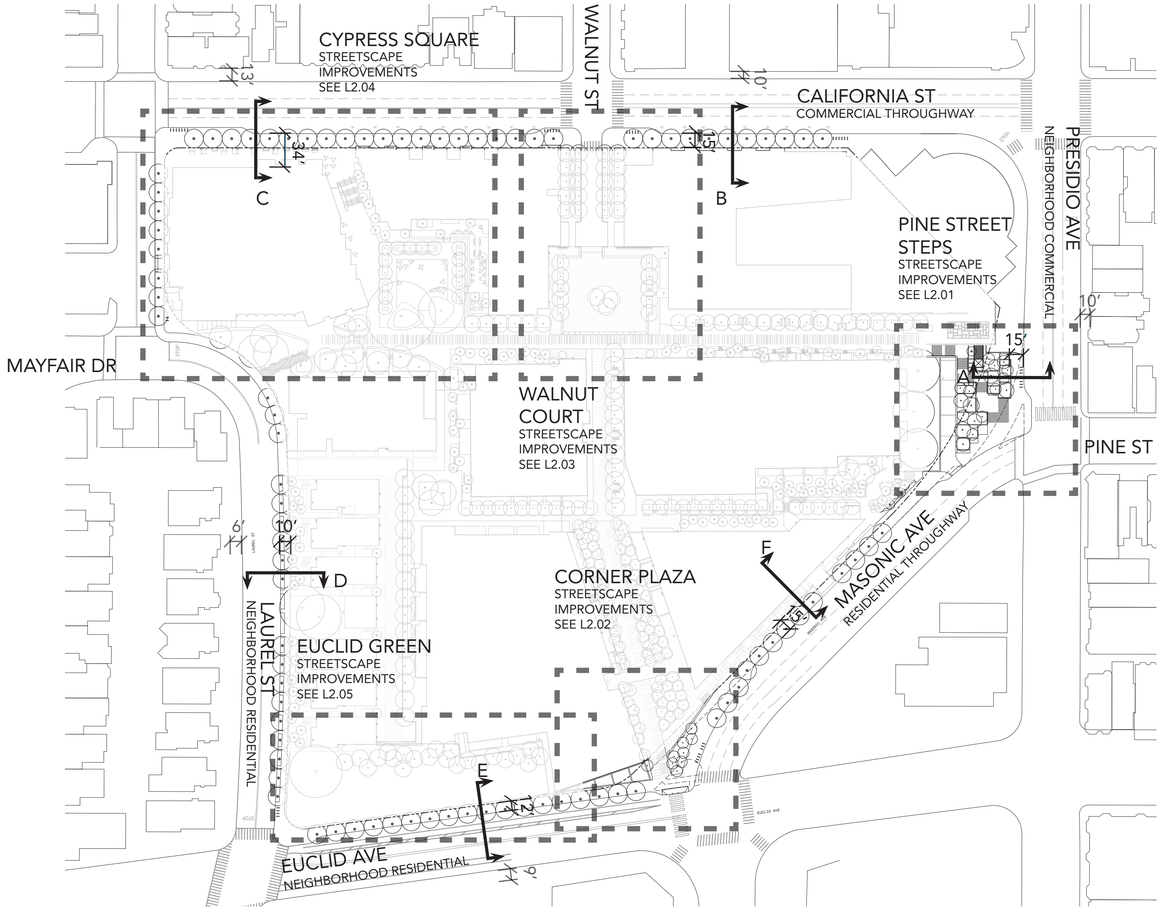
SITE DIAGRAM - PUBLIC BIKE PARKING

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 40' 80' 160' 320'

N

L1.04



PLANNED STREET IMPROVEMENTS

	CALIFORNIA ST.	PRESIDIO AVE.	MASONIC AVE.	EUCLID AVE.	LAUREL ST.
STREET TYPE	COMMERCIAL THROUGHWAY	NEIGHBORHOOD COMMERCIAL	RESIDENTIAL THROUGHWAY	NEIGHBORHOOD RESIDENTIAL	NEIGHBORHOOD RESIDENTIAL
EXISTING SIDEWALK WIDTH	15′	10′	10′	10.5′	10′
STREETSCAPE WIDTH (RECOMMENDATIONS PER BETTER STREETS)	15′-33′ (12′ MIN; 15′ RECOMMENDED)	15′ (12′ MIN; 15′ REC.)	15′ (12′ MIN; 15′ REC.)	12′ (12′ MIN + REC.)	12′ (10′ MIN + 12′ REC.)
STREET TREES	SINGLE ROW	SINGLE ROW	SINGLE ROW	SINGLE ROW	SINGLE ROW
SIDEWALK PLANTING	PLANTING STRIPS AND RAISED PLANTERS	RAISED PLANTERS	PLANTING STRIPS	PLANTING STRIPS	PLANTING STRIPS
SIDEWALK FURNISHINGS	YES	NO	NO	NO	NO

STREET TYPES - PER SF BETTER STREETS PLAN

15′ PROPOSED SIDEWALK WIDTH

15′ EXISTING ADJACENT SIDEWALK WIDTH

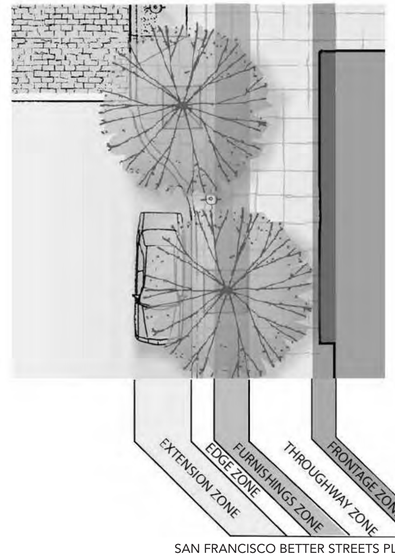
STREETSCAPE SECTION LOCATIONS, SEE SHEET L1.06

MINIMUM AND RECOMMENDED SIDEWALK WIDTH BY STREET TYPE

	STREET TYPE	MINIMUM WIDTH	RECOMMENDED WIDTH
COMMERCIAL	Downtown commercial	Per Downtown Streetscape Plan	
	Commercial throughway	12′	15′
	Neighborhood commercial	12′	15′
RESIDENTIAL	Downtown residential	12′	15′
	Residential throughway	12′	15′
	Neighborhood residential	10′	12′

SAN FRANCISCO BETTER STREETS PLAN, P99

Sidewalk Zones (Plan View)



SAN FRANCISCO BETTER STREETS PLAN, P98

Sidewalk Zones (Section View)



SAN FRANCISCO BETTER STREETS PLAN, P100

3333 CALIFORNIA STREET SAN FRANCISCO, CA

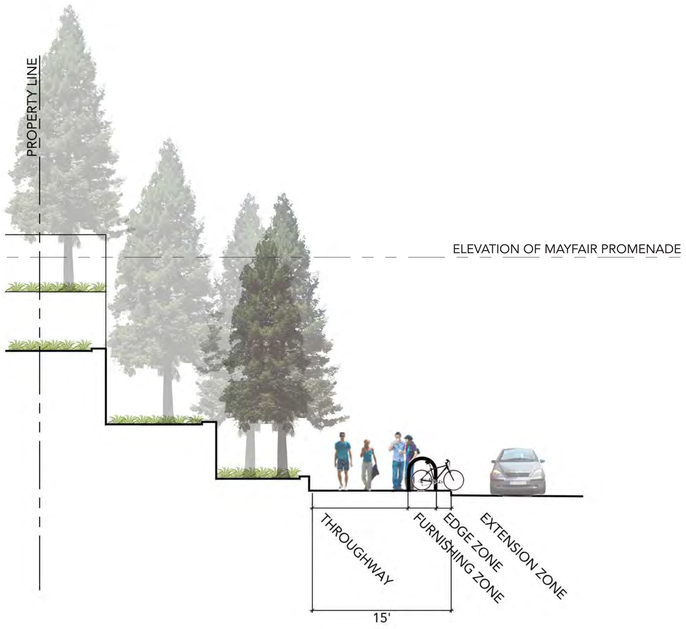
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

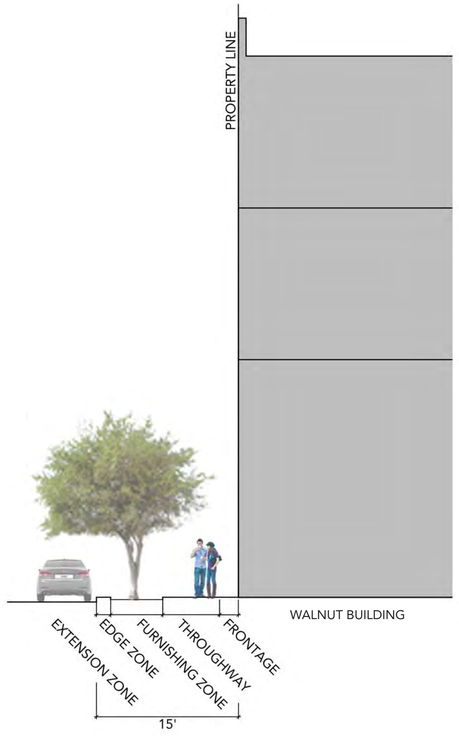
0 40′ 80′ 160′ 320′ N

STREETSCAPE PLAN

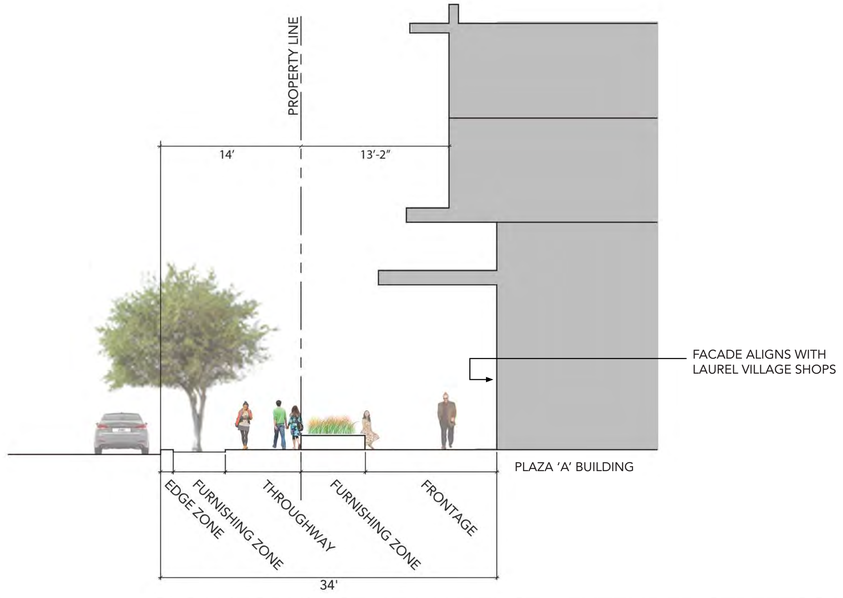
L1.05



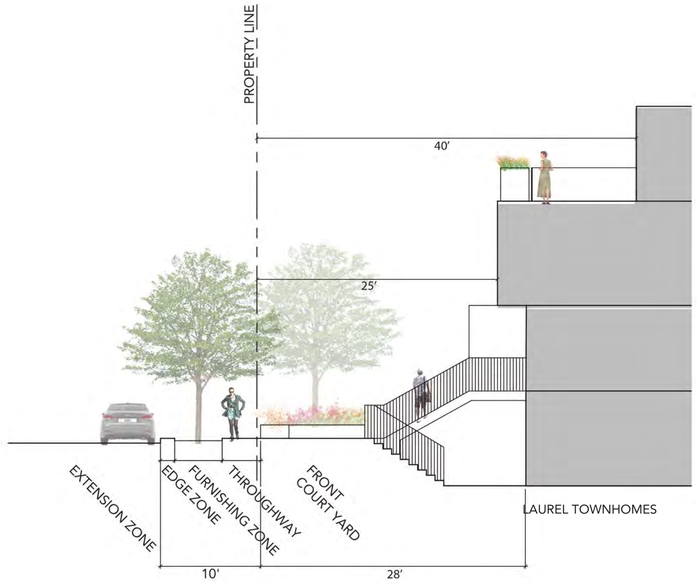
A| PRESIDIO AVENUE - TYPICAL STREETSCAPE



B| CALIFORNIA STREET - TYPICAL STREETSCAPE

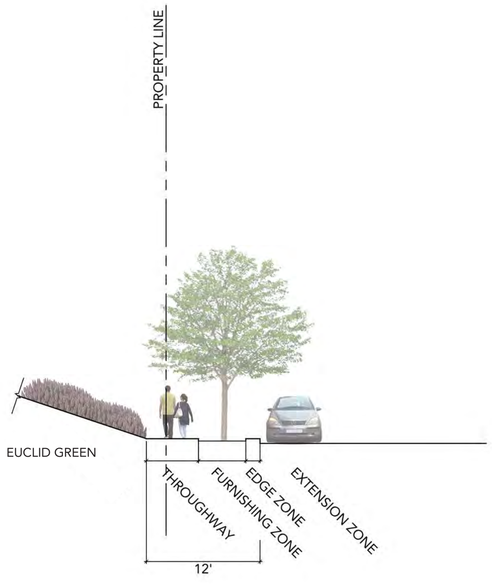


C| CALIFORNIA ST. AT LAUREL ST. - EXTENDED STREETSCAPE

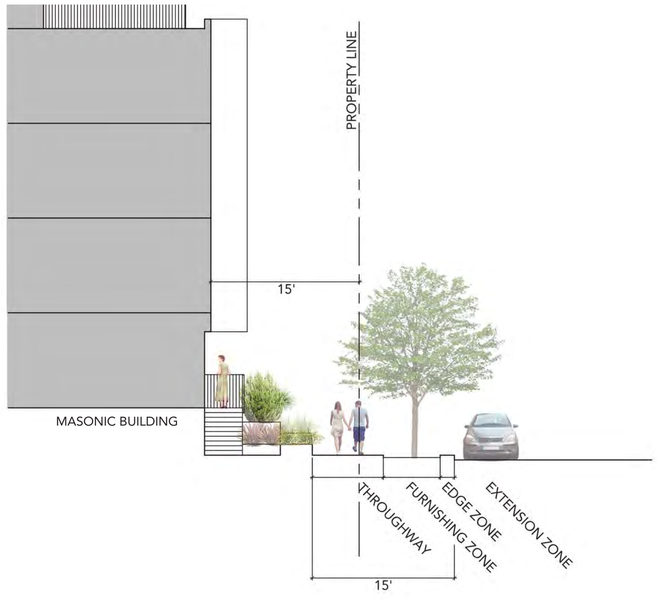


D| LAUREL STREET - TYPICAL STREETSCAPE

*GRADE VARIES



E| EUCLID AVENUE - TYPICAL STREETSCAPE



F| MASONIC AVENUE - TYPICAL STREETSCAPE

*SEE PRECEEDING PAGE FOR SECTION LOCATIONS

3333 CALIFORNIA STREET SAN FRANCISCO, CA

STREETSCAPE SECTIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 8' 16' 32' 64'

L1.06



3333 CALIFORNIA STREET SAN FRANCISCO, CA

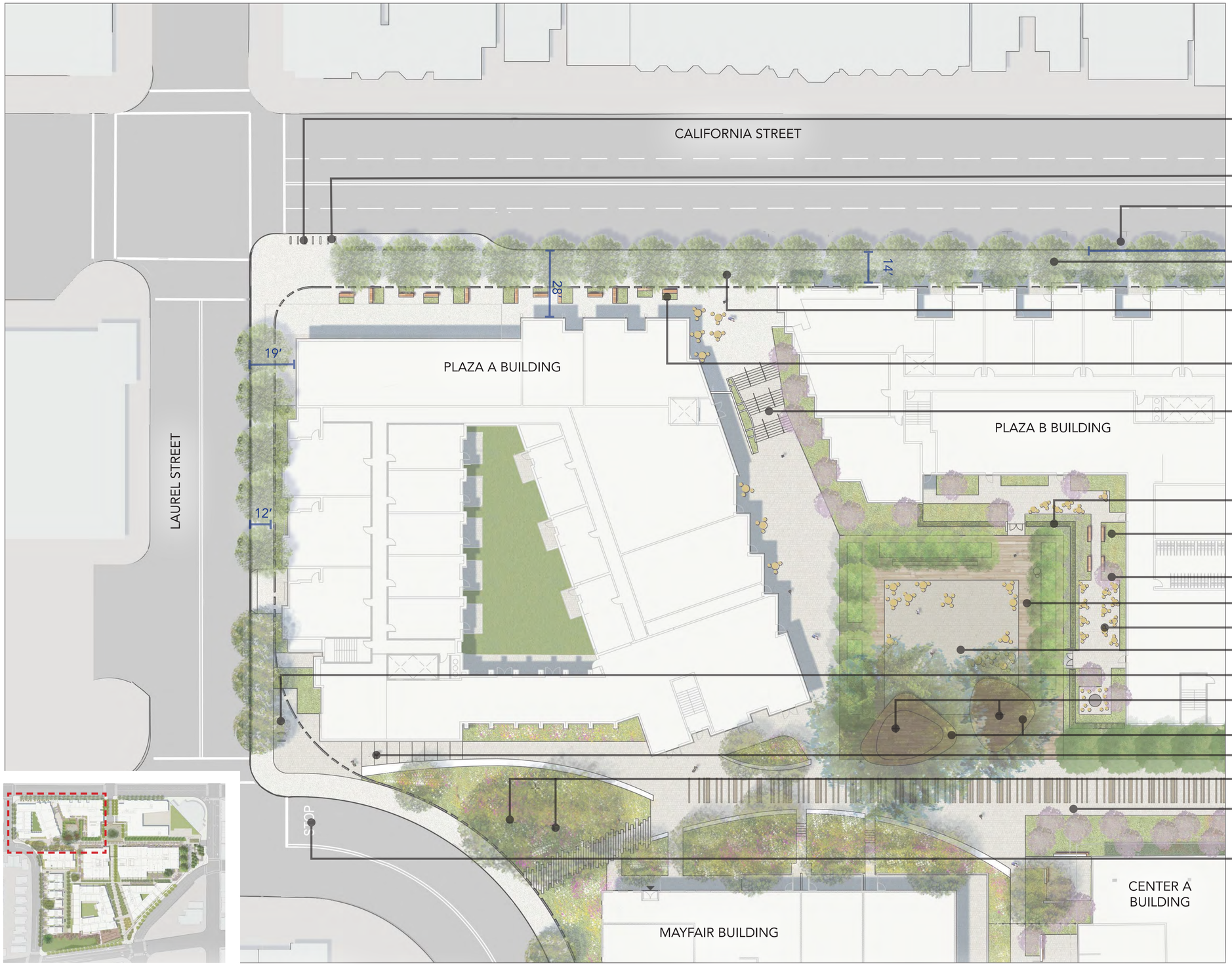
LANDSCAPE SITE PLAN

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 25' 50' 100' 150'

L2.00



EXISTING TRAFFIC CALMING BULBOUT AND MUNI BUS STOP
SEE SHEET C2.02 FOR DIMENSIONS

BIKE PARKING

YELLOW ZONE (60' IN TOTAL LENGTH)

(N) OLIVE STREET TREES AT LAUREL VILLAGE CONTINUATION

CONCRETE SIDEWALKS AT LAUREL VILLAGE CONTINUATION

PLANTERS AND SEATING AT LAUREL VILLAGE CONTINUATION

STAIRS TO CALIFORNIA STREET AND CYPRESS SQUARE

PRIVACY HEDGE AND PLANTINGS

PLANTED GARDENS AND BENCHES

FLOWERING TREES

WOOD DECKING

PRIVATE, FLEXIBLE SPACE AT ENTRANCE

PAVED SQUARE

BIKE PARKING

EXISTING MATURE MONTEREY CYPRESS TREES

WOOD DECK

STEPS TO LAUREL STREET AND MAYFAIR WALK

EXISTING MATURE OAK TREES FRAMED BY SEATWALL

MAYFAIR WALK
PEDESTRIAN PROMENADE

RESTRIPE STOP AT PROPOSED CURB LINE REVISION
SEE SHEET C2.02 FOR DIMENSIONS

3333 CALIFORNIA STREET SAN FRANCISCO, CA

ENLARGED PLAN - CYPRESS SQUARE/CALIFORNIA STREETSCAPE IMPROVEMENTS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

L2.01



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CYPRESS SQUARE - PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.01A



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

CYPRESS SQUARE - PERSPECTIVE AT PRIVATE TERRACE

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.01B



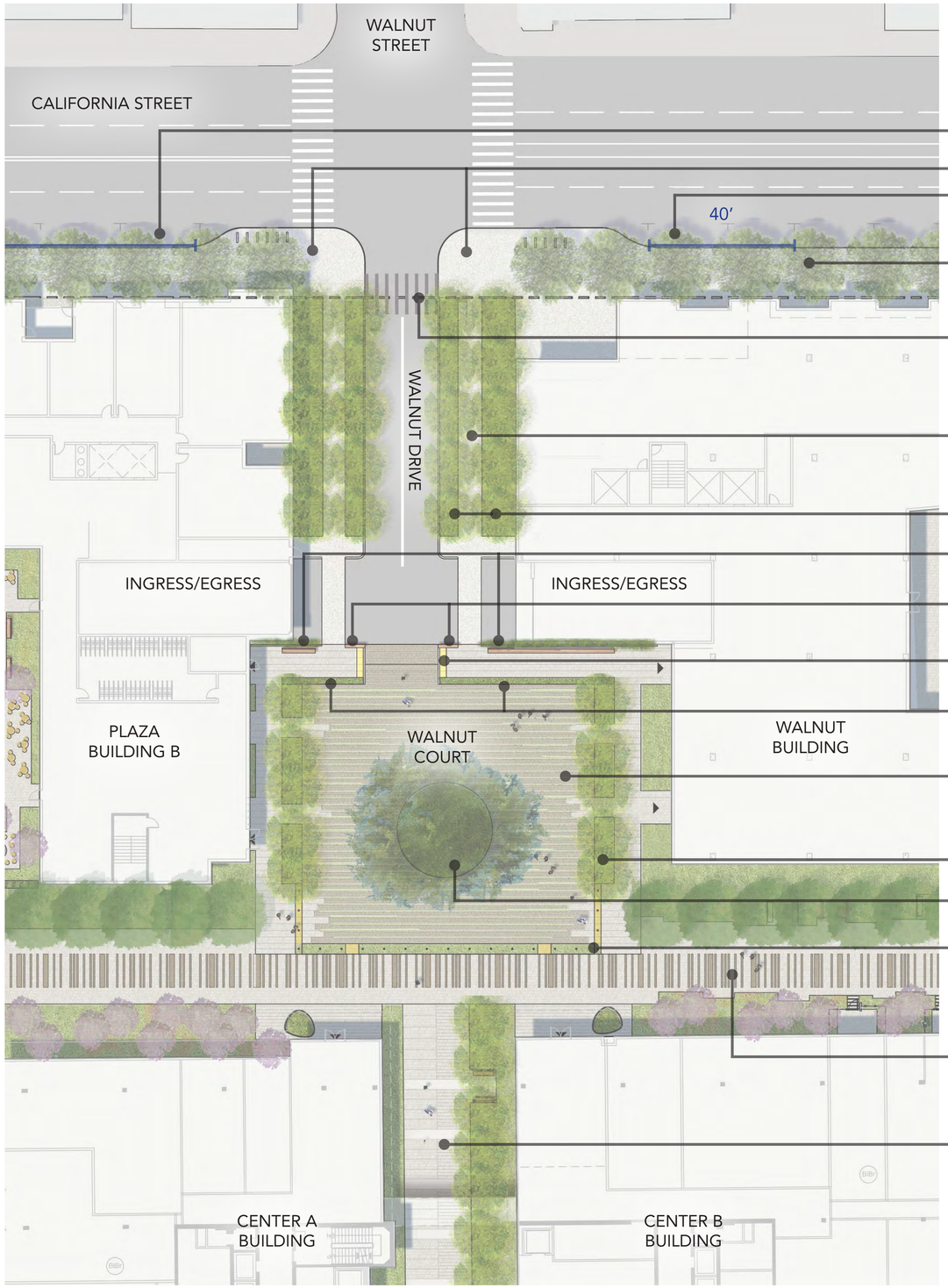
3333 CALIFORNIA STREET SAN FRANCISCO, CA

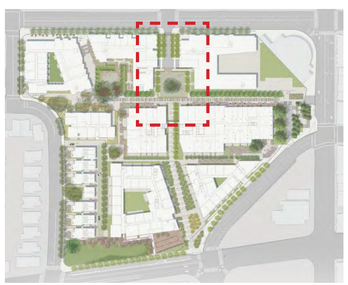
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MAYFAIR WALK WEST - PERSPECTIVE

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.01C





3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

ENLARGED PLAN - WALNUT COURT STREETSCAPE IMPROVEMENTS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

L2.02



3333 CALIFORNIA STREET SAN FRANCISCO, CA

WALNUT COURT - PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.02A



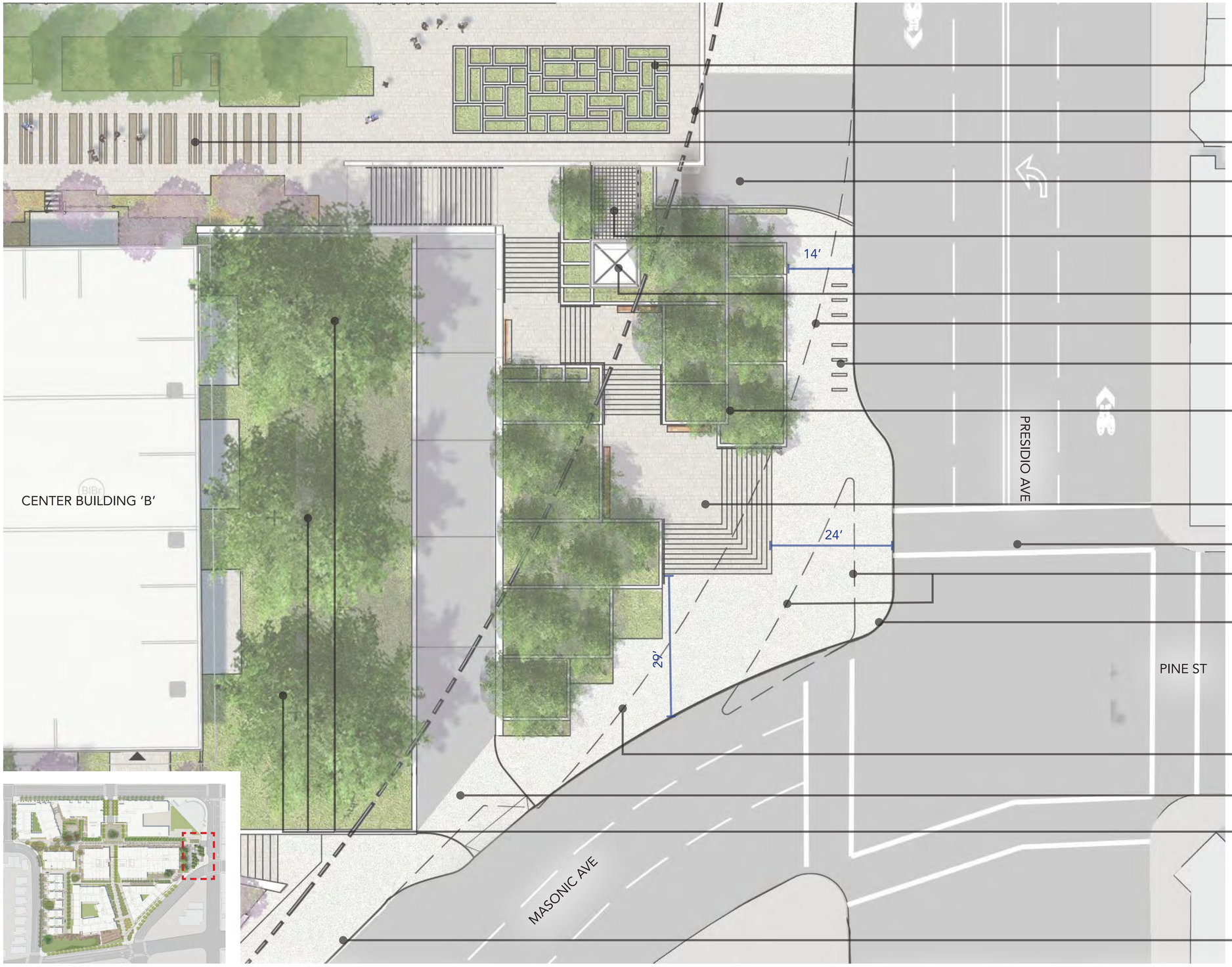
3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

CENTRAL WALNUT WALK - PERSPECTIVE

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.02B



PLANTING AND SEATING AT THE OVERLOOK

(E) PROPERTY LINE

MAYFAIR WALK
PEDESTRIAN PROMENADE

GARAGE ENTRANCE AT (E) DRIVEWAY
INGRESS/EGRESS FOR LOADING TRUCKS
INGRESS ONLY FOR AUTOS

ELEVATED STEEL WALKWAY TO ELEVATOR

ADA ELEVATOR

(E) CURB LINE

PUBLIC BIKE PARKING

STEPPED PLANTERS WITH TREES

PINE STREET STEPS
PUBLIC STAIR TO MAYFAIR WALK

PROPOSED CROSSWALK

(E) PEDESTRIAN ISLAND AND SLIP LANE
TO BE REMOVED

TRAFFIC CALMING SIDEWALK BULB OUT
SEE SHEET C2.02 FOR BULBOUT DIMENSIONS

(E) CURB LINE

GARAGE EGRESS FOR AUTOS ONLY

(E) MATURE REDWOOD TREES

PROPOSED WHITE ZONE

3333 CALIFORNIA STREET SAN FRANCISCO, CA

ENLARGED PLAN - PINE STREET STEPS STREETSCAPE IMPROVEMENTS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

L2.03



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

MAYFAIR WALK EAST - PERSPECTIVE

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.03A



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PINE PLAZA AND STEPS - PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.03B



3333 CALIFORNIA STREET SAN FRANCISCO, CA

ENLARGED PLAN - MASONIC PLAZA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

L2.04



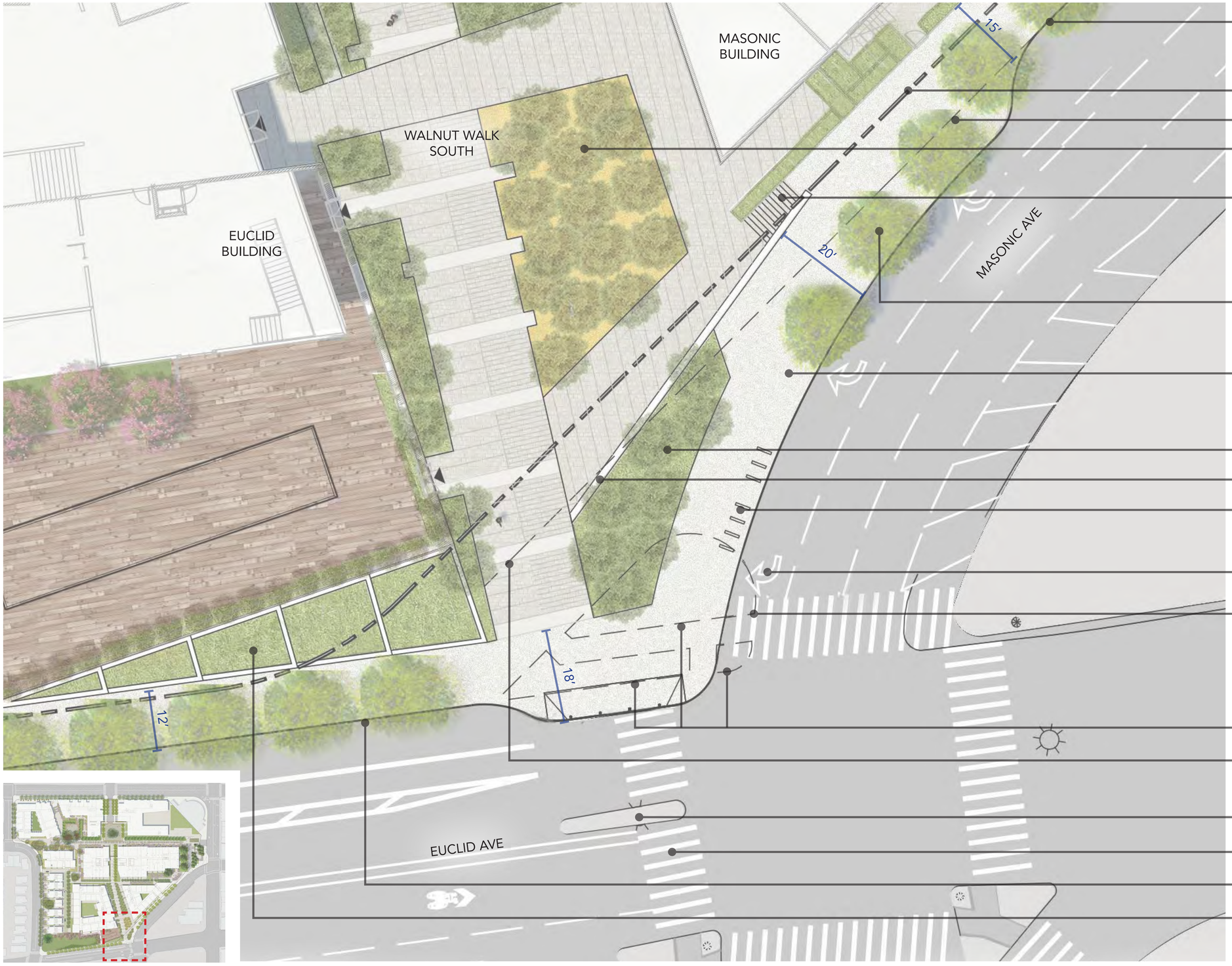
3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC PLAZA - PERSPECTIVE

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.04A



3333 CALIFORNIA STREET SAN FRANCISCO, CA

ENLARGED PLAN - CORNER PLAZA STREETSCAPE IMPROVEMENTS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

L2.05



3333 CALIFORNIA STREET SAN FRANCISCO, CA

WALNUT WALK SOUTH - PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.05A



3333 CALIFORNIA STREET SAN FRANCISCO, CA

ENLARGED PLAN - EUCLID GREEN STREETSCAPE IMPROVEMENTS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

L2.06



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

LAUREL TOWNHOMES - PERSPECTIVE

07.03.2019
PLANNING APPLICATION SUBMITTAL

L2.06A



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID GREEN - PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

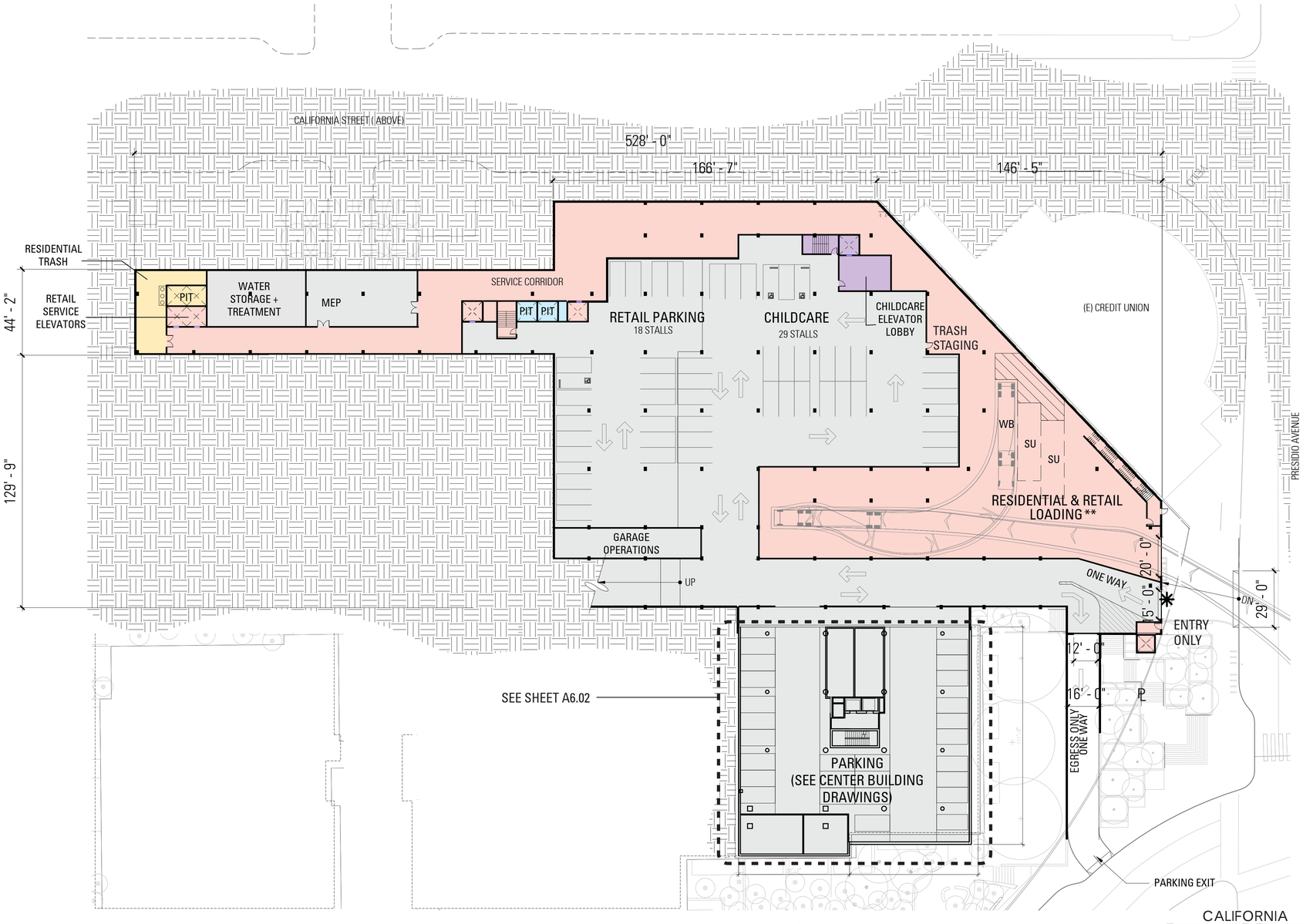
L2.06B



LAUREL STREET ENTRY	**128 STALLS**
PLAZA A BLDG. RESIDENTIAL PARKING	67 STALLS
PLAZA B BLDG. RESIDENTIAL PARKING	61 STALLS
WALNUT STREET ENTRY	**185 STALLS**
CENTER BLDG. RESIDENTIAL PARKING	102 STALLS
PLAZA A&B BLDG. RETAIL	73 STALLS
CAR SHARE	10 STALLS
PRESIDIO AVENUE ENTRY	**148 STALLS**
WALNUT BLDG. CHILDCARE	29 STALLS
WALNUT BLDG. RETAIL	13 STALLS
WALNUT BLDG. OFFICE	80 STALLS
CENTER BLDG. RESIDENTIAL PARKING	26 STALLS
MASONIC AVENUE ENTRY	**258 STALLS**
MASONIC RESIDENTIAL PARKING	57 STALLS
EUCLID RESIDENTIAL PARKING	139 STALLS
CENTER BLDG. RESIDENTIAL PARKING	62 STALLS
LAUREL STREET ENTRY	**44 STALLS**
MAYFAIR BLDG. RESIDENTIAL PARKING	30 STALLS
LAUREL RESIDENTIAL PARKING	14 STALLS
TOTAL ON-SITE PARKING	**763 STALLS**

SITE PLAN LEGEND

X PRIMARY VEHICLE ACCESS



CHILDCARE USABLE — CHILDCARE B.O.H.

PARKING

RETAIL USABLE — RETAIL B.O.H.

OFFICE — OFFICE, CORE

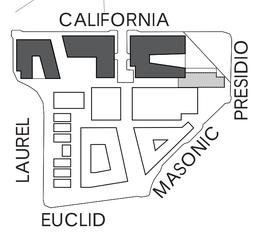
RESIDENTIAL HOMES — RESIDENTIAL CORE

LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.

* ENTRY FOR: RETAIL, CHILDCARE, OFFICE, & CENTER BUILDING B (SELECT STALLS)

** LOADING AREA USED FOR RETAIL, OFFICE, AND RESIDENTIAL TRASH COLLECTION AS WELL AS RESIDENTIAL AND RETAIL LOADING.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

CALIFORNIA STREET PARKING GARAGE - LEVEL B3

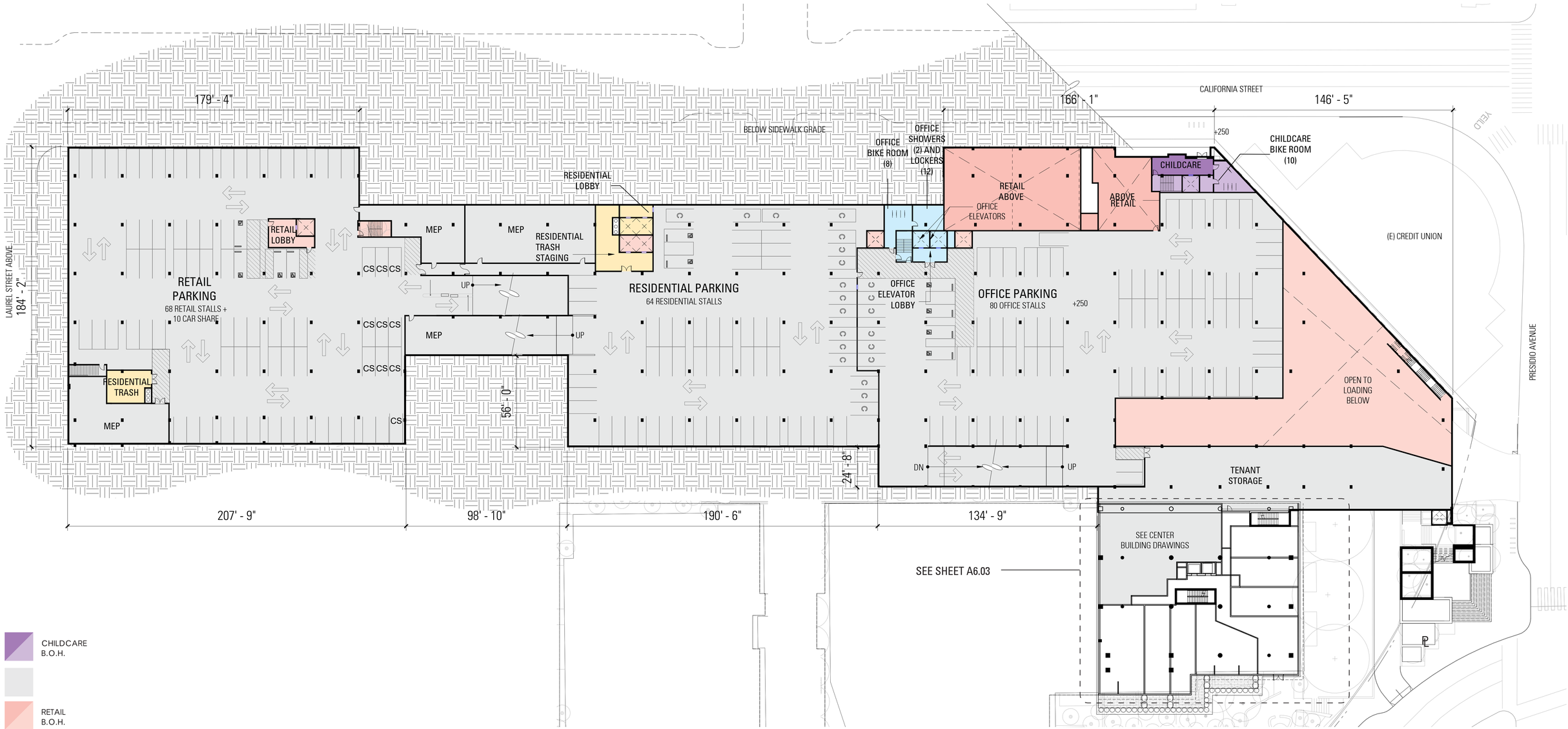
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 15' 30' 60' 90'

N

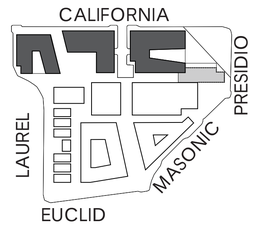
A1.01

COPYRIGHT © 2017 BAR architects



CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CALIFORNIA STREET PARKING GARAGE - LEVEL B2

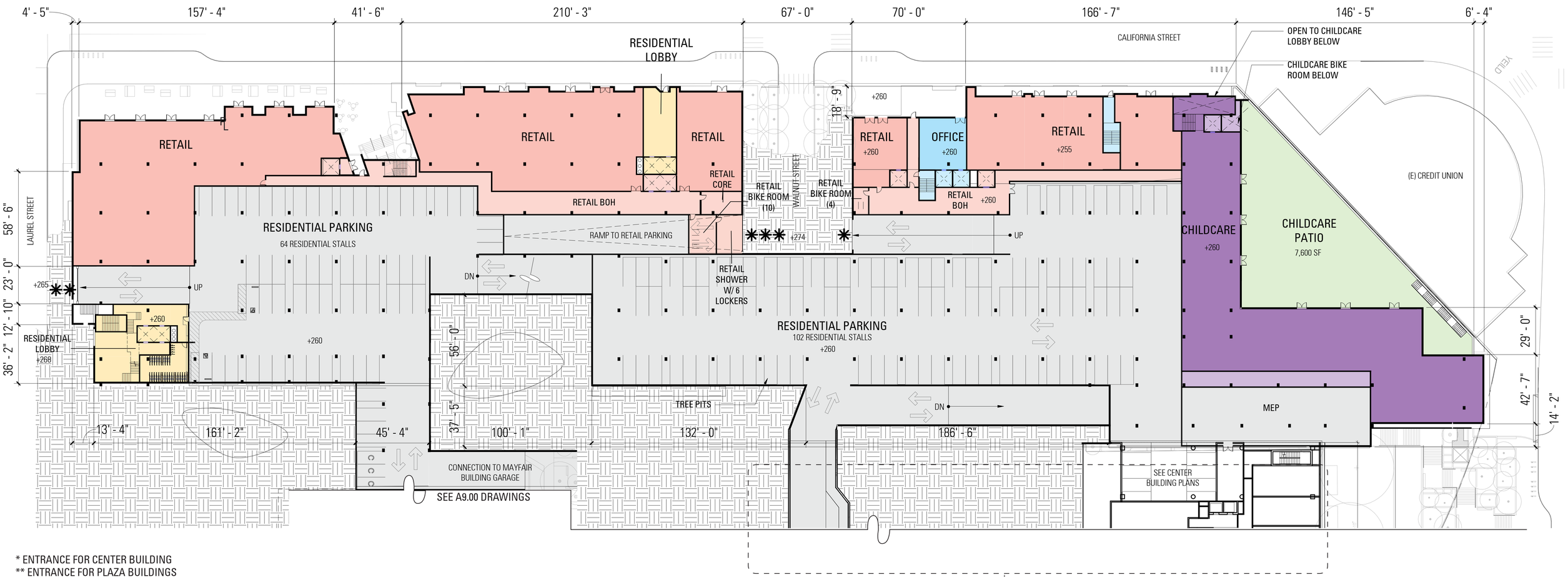
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 15' 30' 60' 90'

N

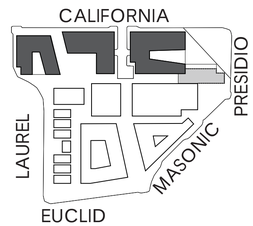
A1.02



* ENTRANCE FOR CENTER BUILDING
** ENTRANCE FOR PLAZA BUILDINGS
*** ENTRANCE FOR RETAIL PARKING AND CAR SHARE

CHILDCARE USABLE	CHILDCARE B.O.H.
PARKING	
RETAIL USABLE	RETAIL B.O.H.
OFFICE	OFFICE, CORE
RESIDENTIAL HOMES	RESIDENTIAL CORE
LANDSCAPED ROOF	

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CALIFORNIA STREET PARKING GARAGE - LEVEL B1

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

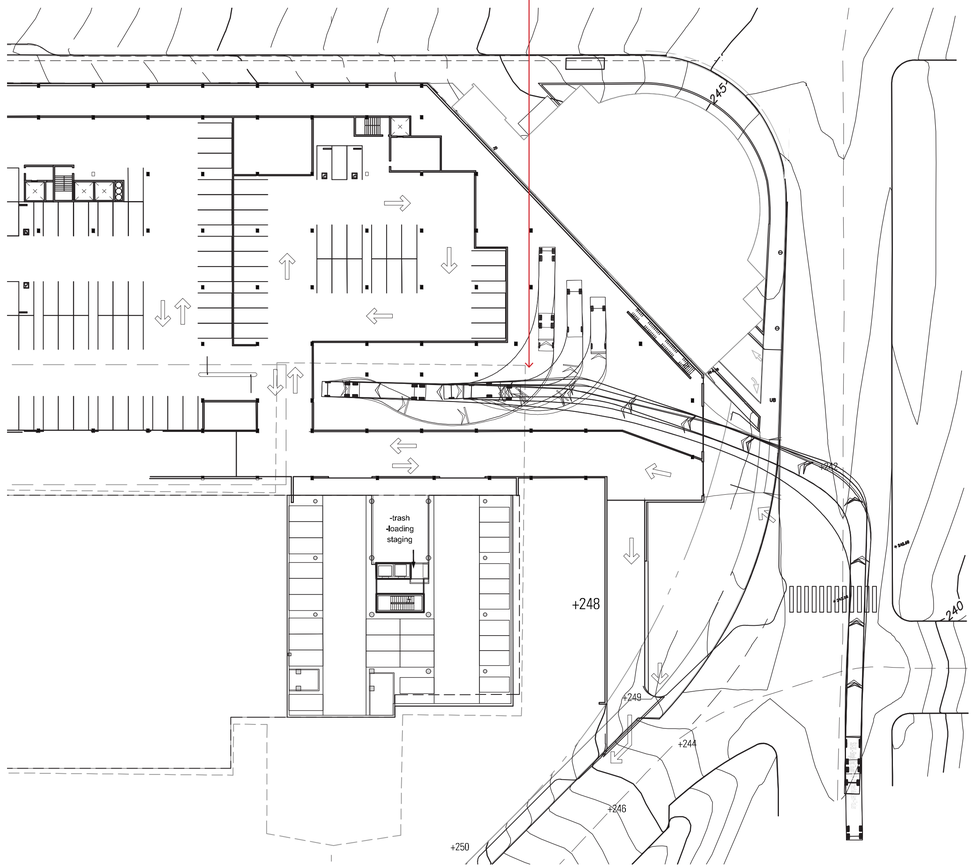
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 15' 30' 60' 90'

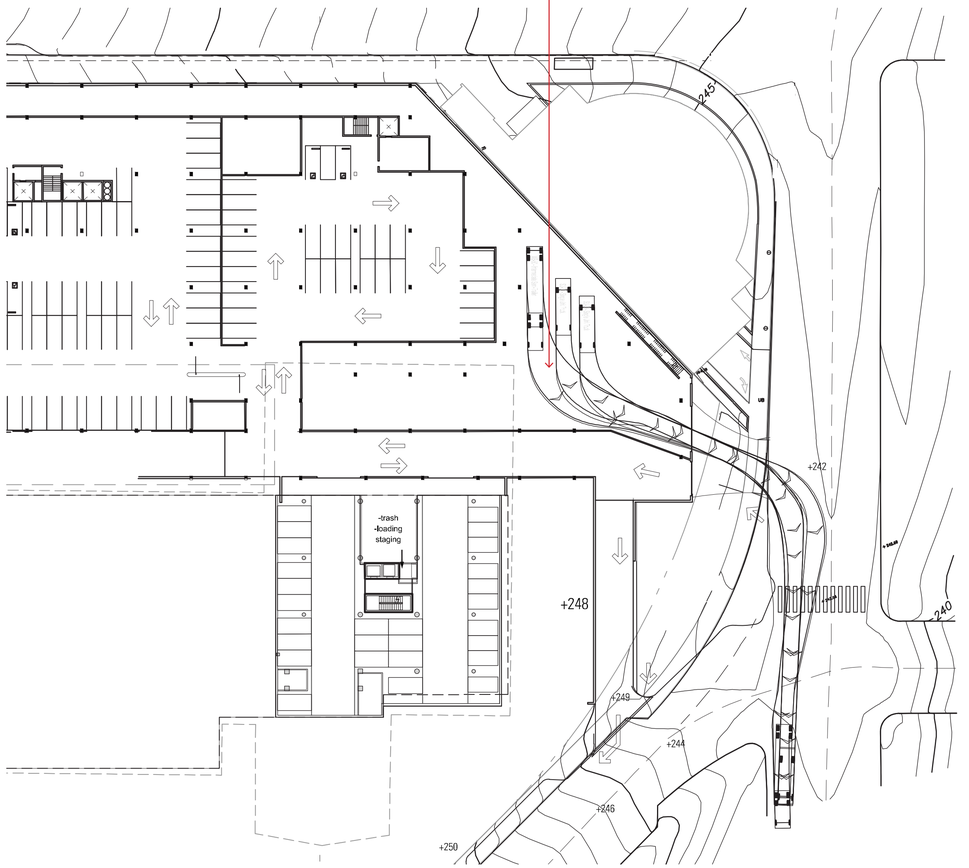
N

A1.03

2 SU-30 LOADING BAYS
1 WB-50 LOADING BAY

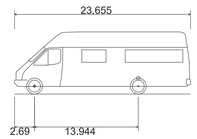


2 SU-30 LOADING BAYS
1 WB-50 LOADING BAY



TRUCK SWEEPS - LOADING VEHICLES - IN

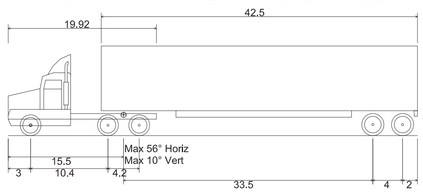
DRAWING DEMONSTRATES TRUCK TURNING COMPLIANCE
ONLY. FOR ARCHITECTURAL PLANS SEE A4 SERIES DRAWINGS



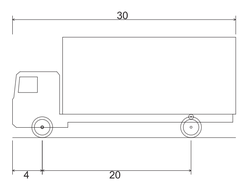
7.5t Panel Van	
Overall Length	23.655ft
Overall Width	7.192ft
Overall Body Height	8.345ft
Min Body Ground Clearance	1.038ft
Track Width	6.119ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	24.278ft

TRUCK SWEEPS - LOADING VEHICLES - OUT

DRAWING DEMONSTRATES TRUCK TURNING COMPLIANCE
ONLY. FOR ARCHITECTURAL PLANS SEE A4 SERIES DRAWINGS



WB-50 - Intermediate Semi-Trailer	
Overall Length	55.000ft
Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	17.90°



SU-30 - Single Unit Truck	
Overall Length	30.000ft
Overall Width	8.000ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.367ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Max Steering Angle (Virtual)	31.80°

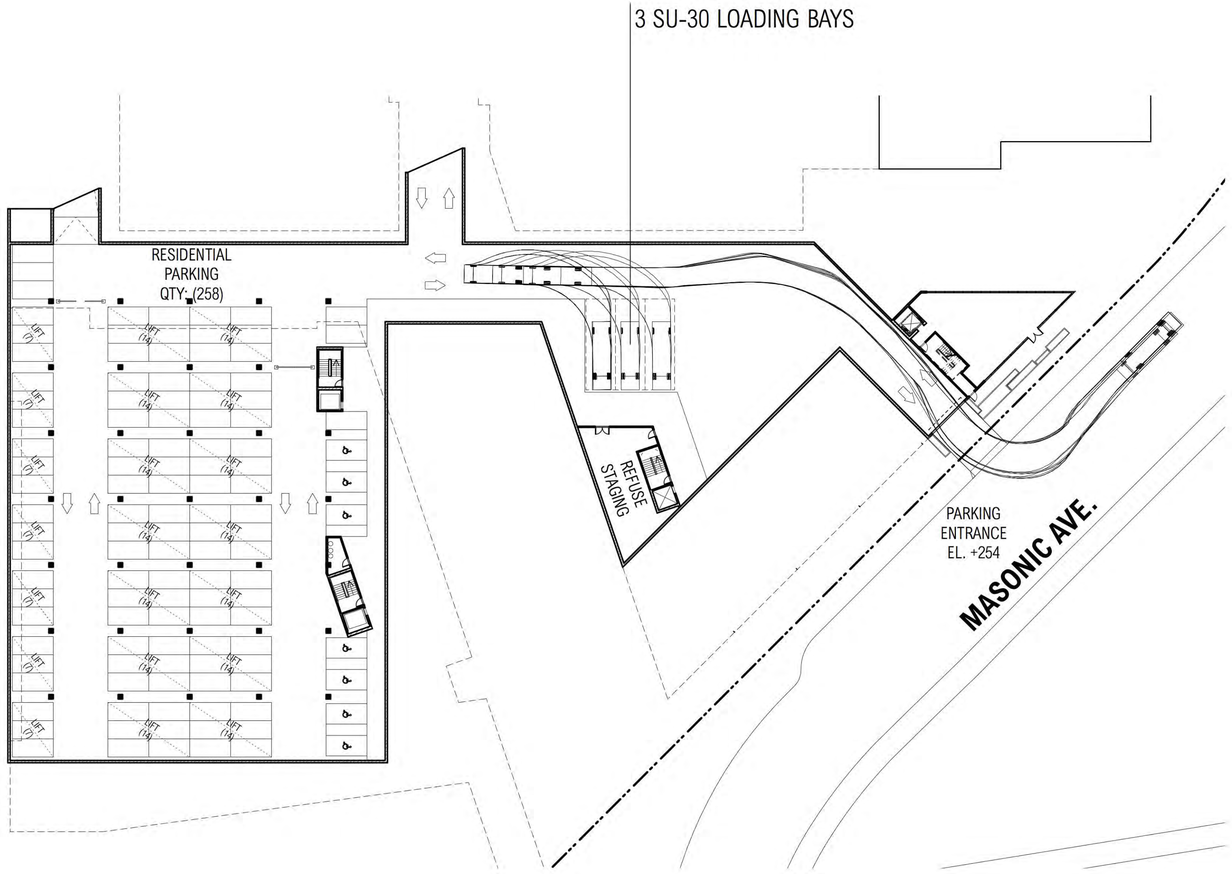
3333 CALIFORNIA STREET SAN FRANCISCO, CA

LOADING PLAN - LEVEL B3

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

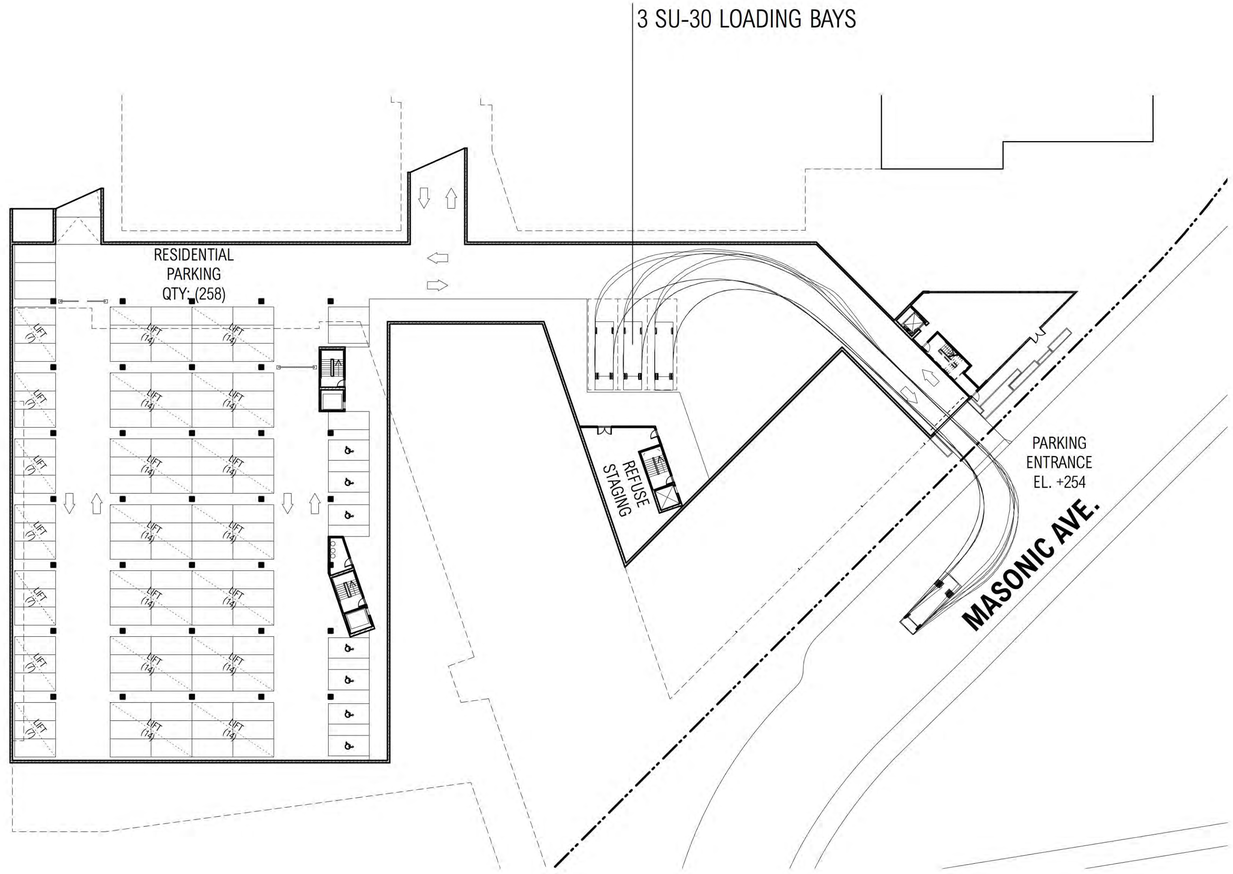
07.03.2019
PLANNING APPLICATION RESUBMITTAL

A1.04



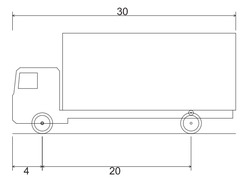
TRUCK SWEEPS - LOADING VEHICLES - IN

DRAWING DEMONSTRATES TRUCK TURNING COMPLIANCE ONLY.
FOR ARCHITECTURAL PLANS SEE A7 + A8 SERIES DRAWINGS



TRUCK SWEEPS - LOADING VEHICLES - OUT

DRAWING DEMONSTRATES TRUCK TURNING COMPLIANCE ONLY.
FOR ARCHITECTURAL PLANS SEE A7 + A8 SERIES DRAWINGS



SU-30 - Single Unit Truck	
Overall Length	30.000ft
Overall Width	8.000ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.367ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Max Steering Angle (Virtual)	31.80°

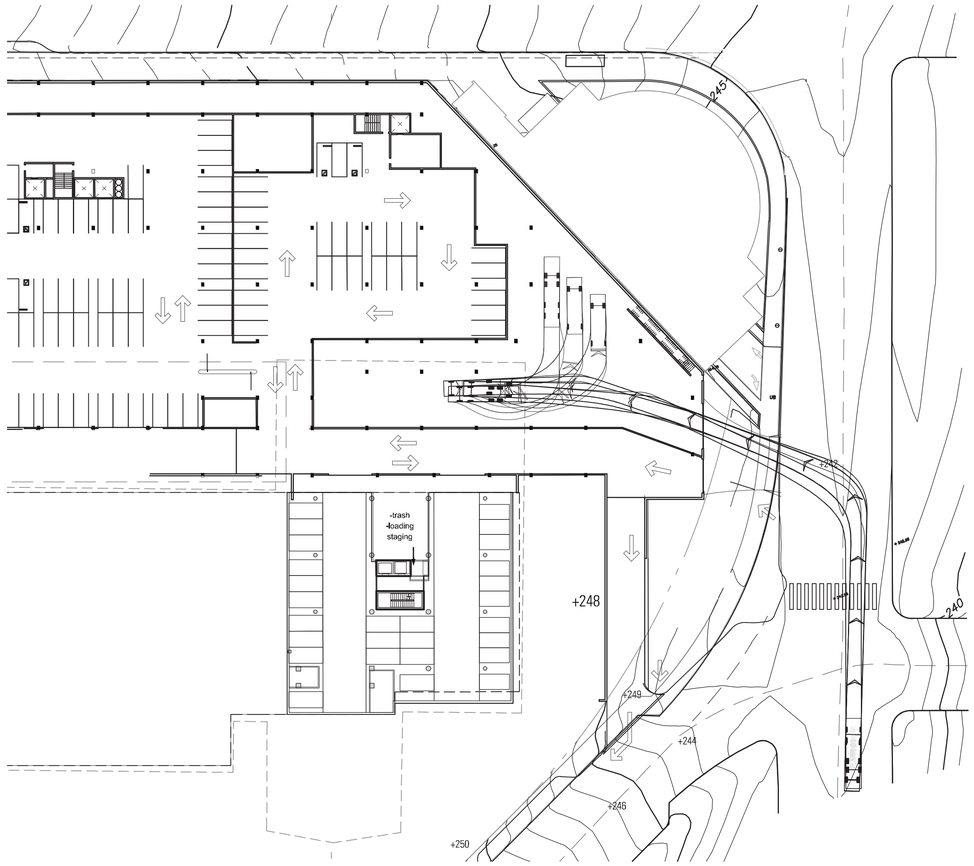
3333 CALIFORNIA STREET SAN FRANCISCO, CA

LOADING PLAN - LEVEL B2

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

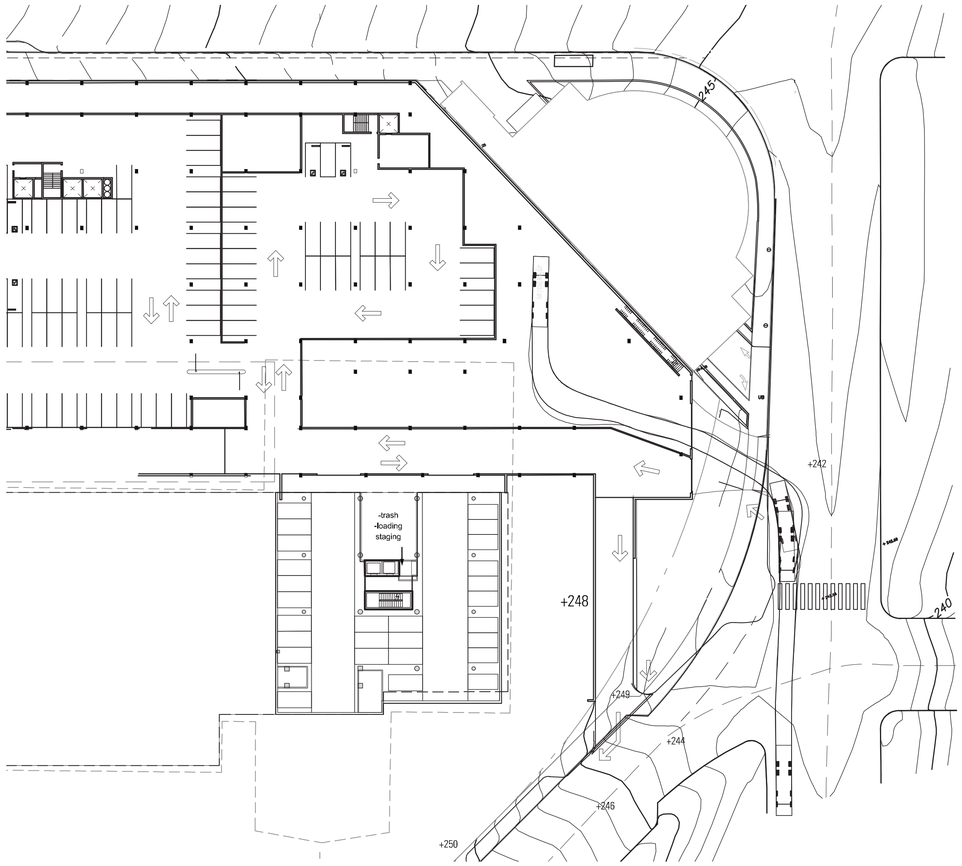
07.03.2019
PLANNING APPLICATION RESUBMITTAL

A1.05



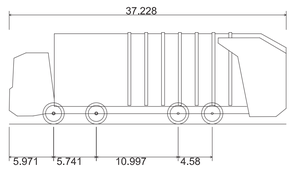
TRUCK SWEEPS - WASTE COLLECTION - IN

DRAWING DEMONSTRATES TRUCK TURNING COMPLIANCE
ONLY. FOR ARCHITECTURAL PLANS SEE A4 SERIES DRAWINGS



TRUCK SWEEPS - WASTE COLLECTION - OUT

DRAWING DEMONSTRATES TRUCK TURNING COMPLIANCE
ONLY. FOR ARCHITECTURAL PLANS SEE A4 SERIES DRAWINGS



Large Refuse Vehicle (4 axle)	
Overall Length	37.228ft
Overall Width	8.202ft
Overall Body Height	12.307ft
Min Body Ground Clearance	0.996ft
Track Width	8.202ft
Lock-to-lock time	6.00s
Wall to Wall Turning Radius	37.172ft

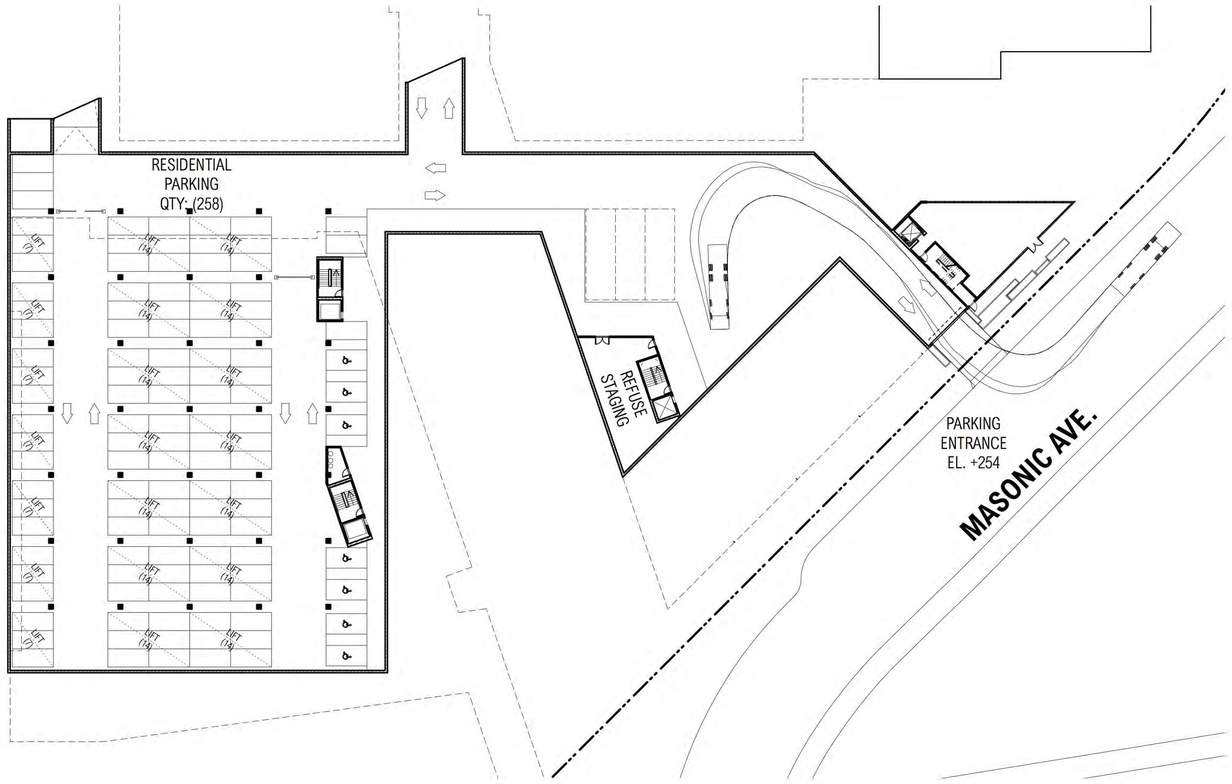
3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

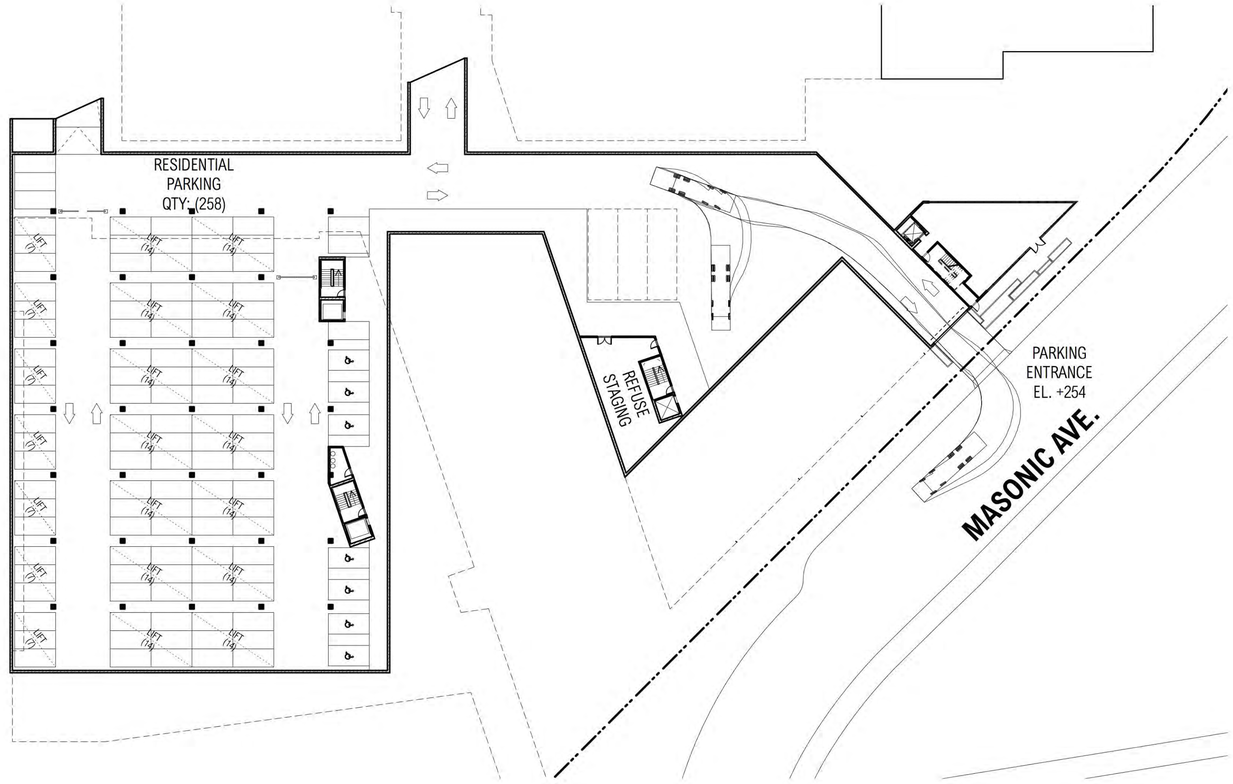
REFUSE PLAN - LEVEL B3

A1.06



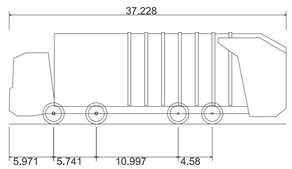
TRUCK SWEEPS - WASTE COLLECTION - IN

DRAWING DEMONSTRATES TRUCK TURNING COMPLIANCE ONLY.
FOR ARCHITECTURAL PLANS SEE A7 + A8 SERIES DRAWINGS



TRUCK SWEEPS - WASTE COLLECTION - OUT

DRAWING DEMONSTRATES TRUCK TURNING COMPLIANCE ONLY.
FOR ARCHITECTURAL PLANS SEE A7 + A8 SERIES DRAWINGS



Large Refuse Vehicle (4 axle)	
Overall Length	37.228ft
Overall Width	8.202ft
Overall Body Height	12.307ft
Min Body Ground Clearance	0.996ft
Track Width	8.202ft
Lock-to-lock time	6.00s
Wall to Wall Turning Radius	37.172ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

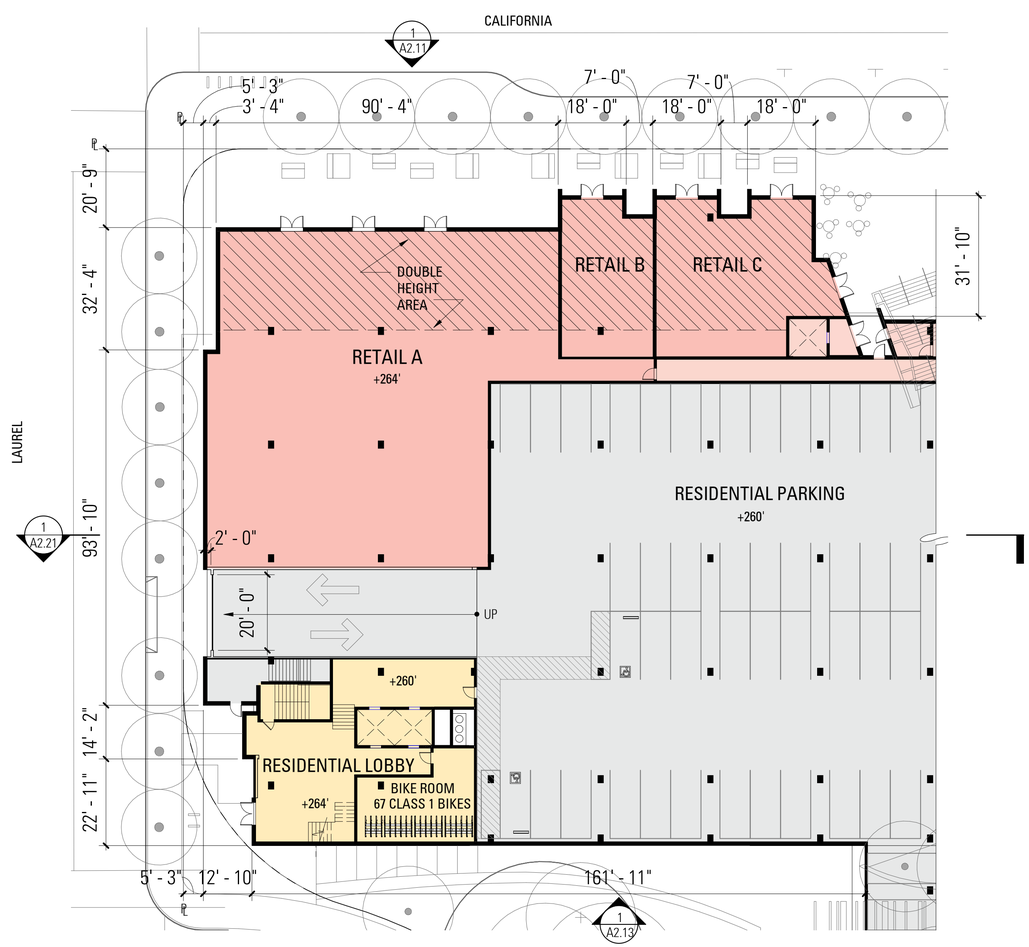
REFUSE PLAN - LEVEL B2

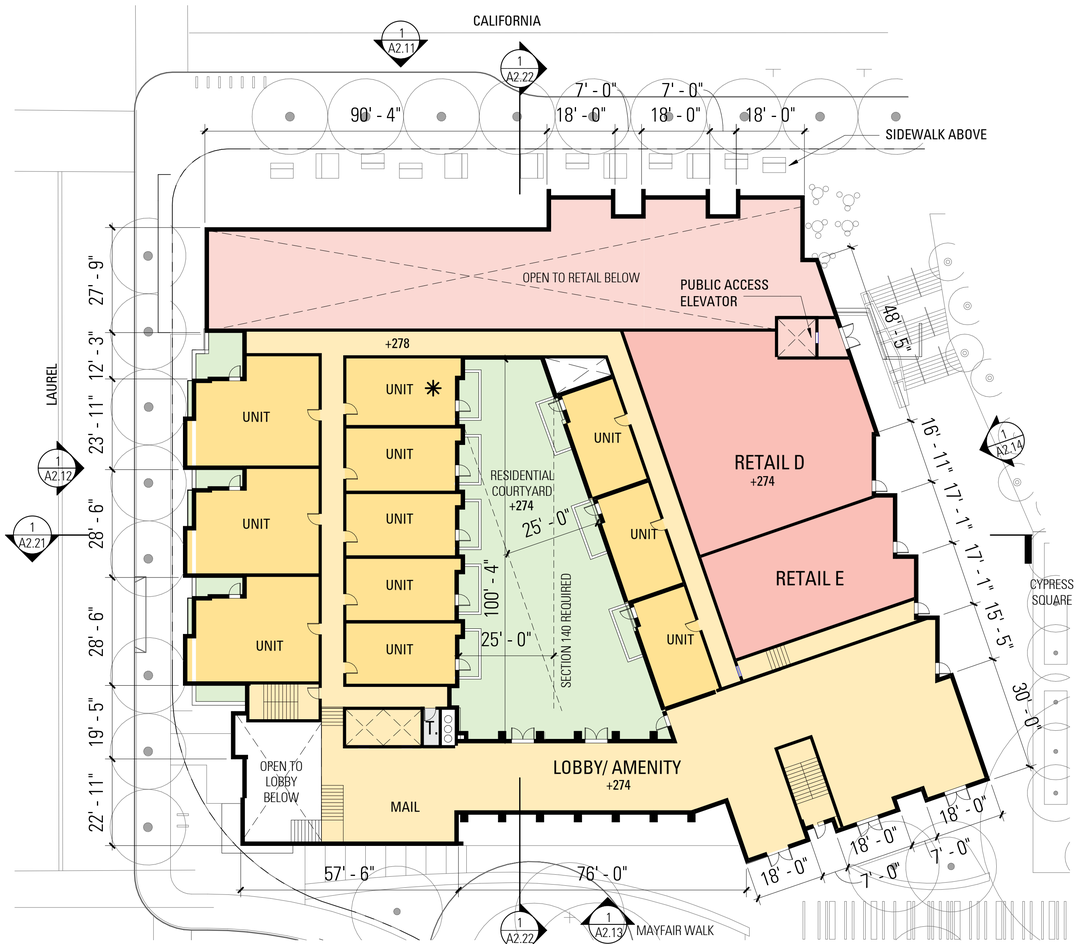
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

A1.07

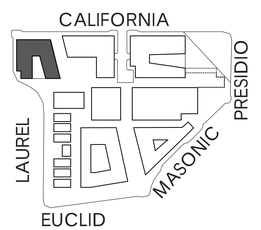
* RETAIL DEMISING IS CONCEPTUAL AND FINAL LAYOUT MAY DIFFER.





CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



PLAN LEVEL B1 + 263' (F.F. VARIES ACROSS FLOOR LEVEL)
SEE SHEET A1.03 FOR MORE INFORMATION

PLAN LEVEL 1 + 274'

3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG A" BUILDING PLANS - LEVEL B1 AND 1

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

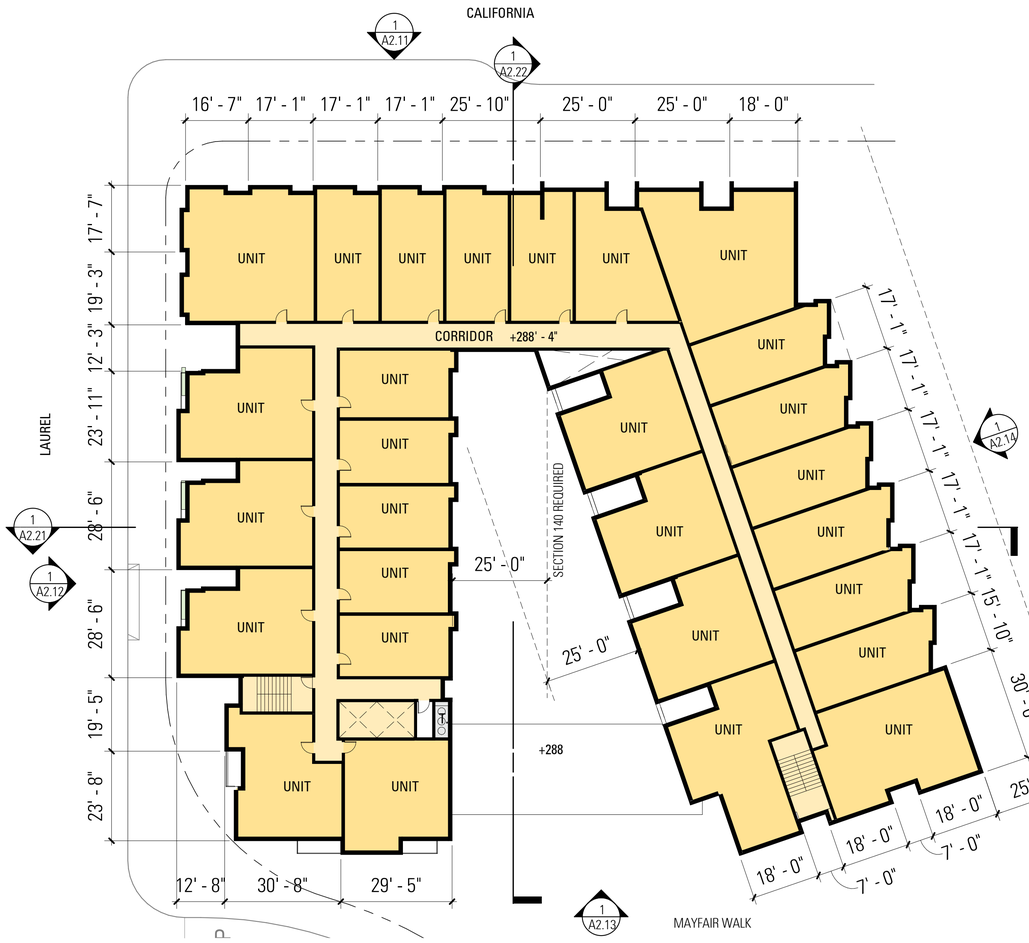
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10' 20' 40' 60'

N

A2.00

COPYRIGHT© 2017 BAR architects



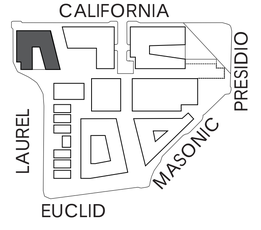
PLAN LEVEL 2 + 288.5’



PLAN LEVEL 3 +298.5’

CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“PLAZA BLDG A” BUILDING PLANS - LEVEL 2 AND 3

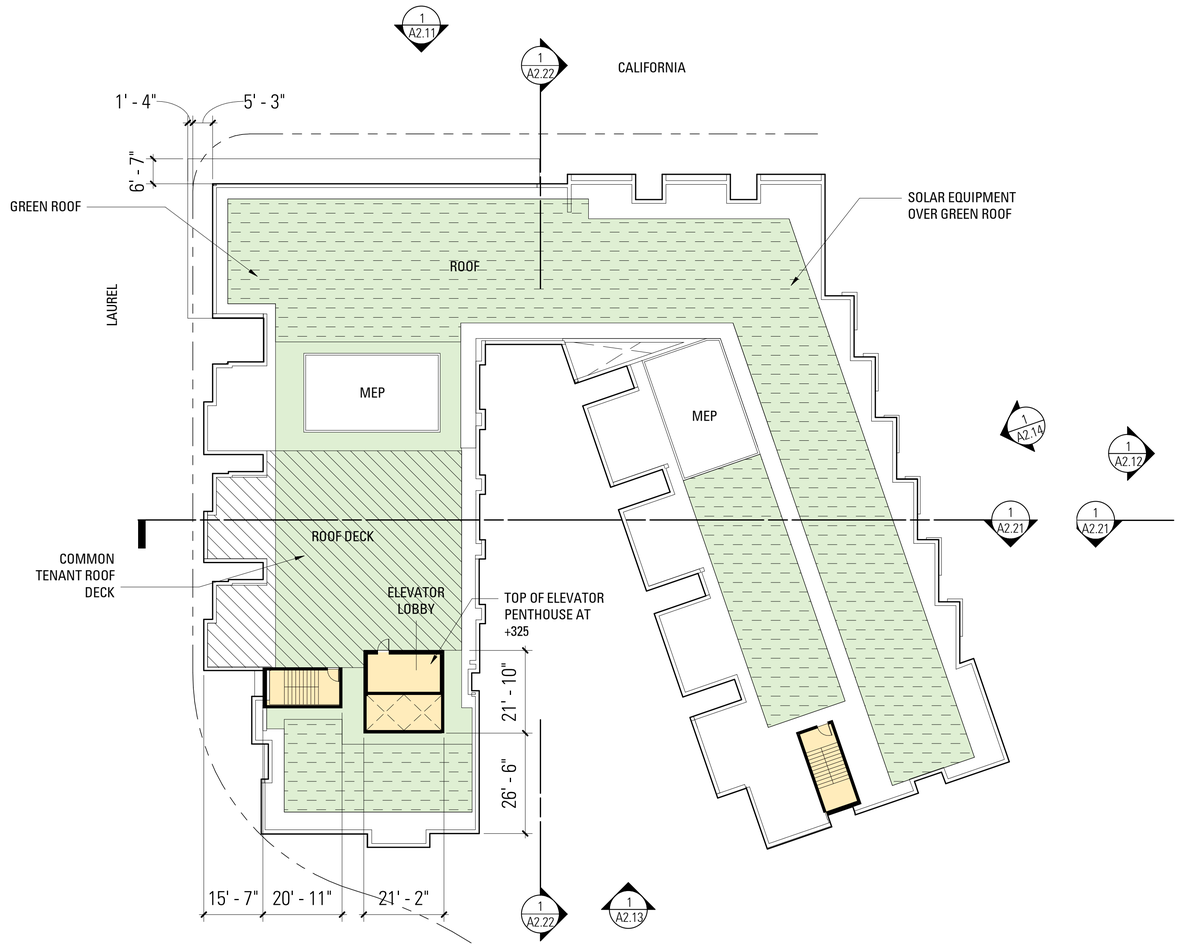
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10’ 20’ 40’ 60’

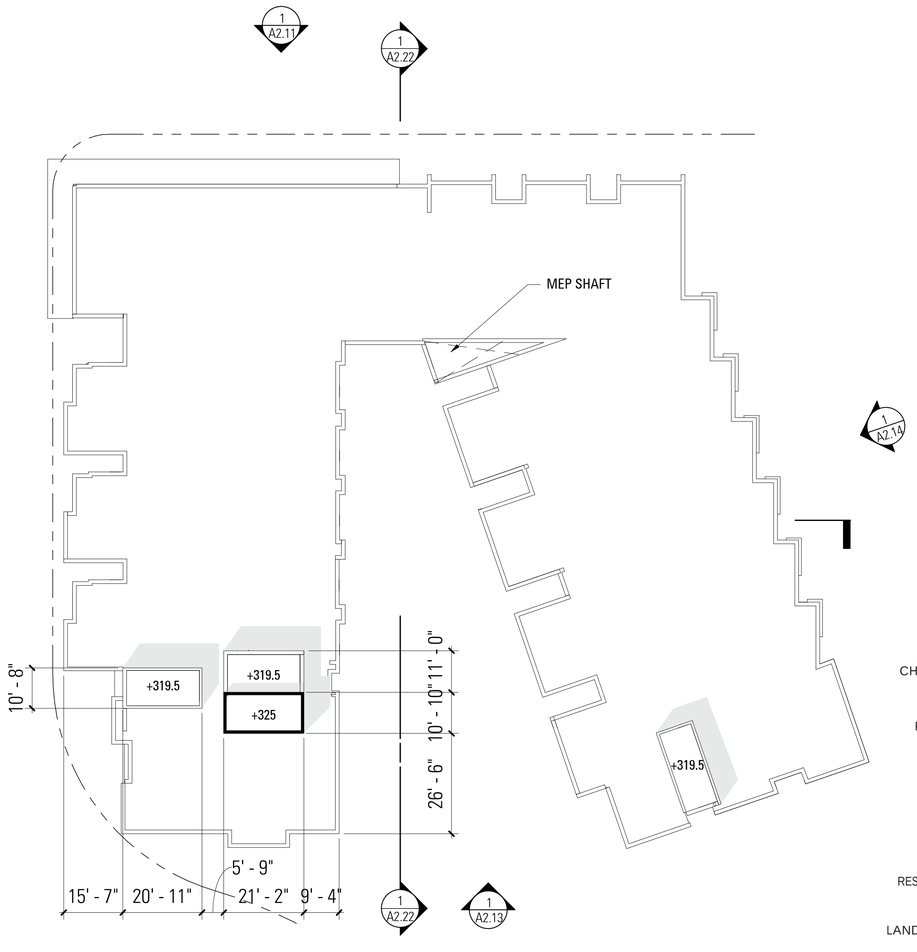
N

A2.01



ROOF PLAN + 309.5’

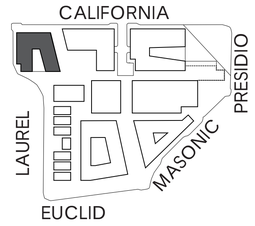
NOTE: MEP LAYOUT IS CONCEPTUAL



PENTHOUSE PLAN + 328’

CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“PLAZA BLDG A” BUILDING PLANS - ROOF

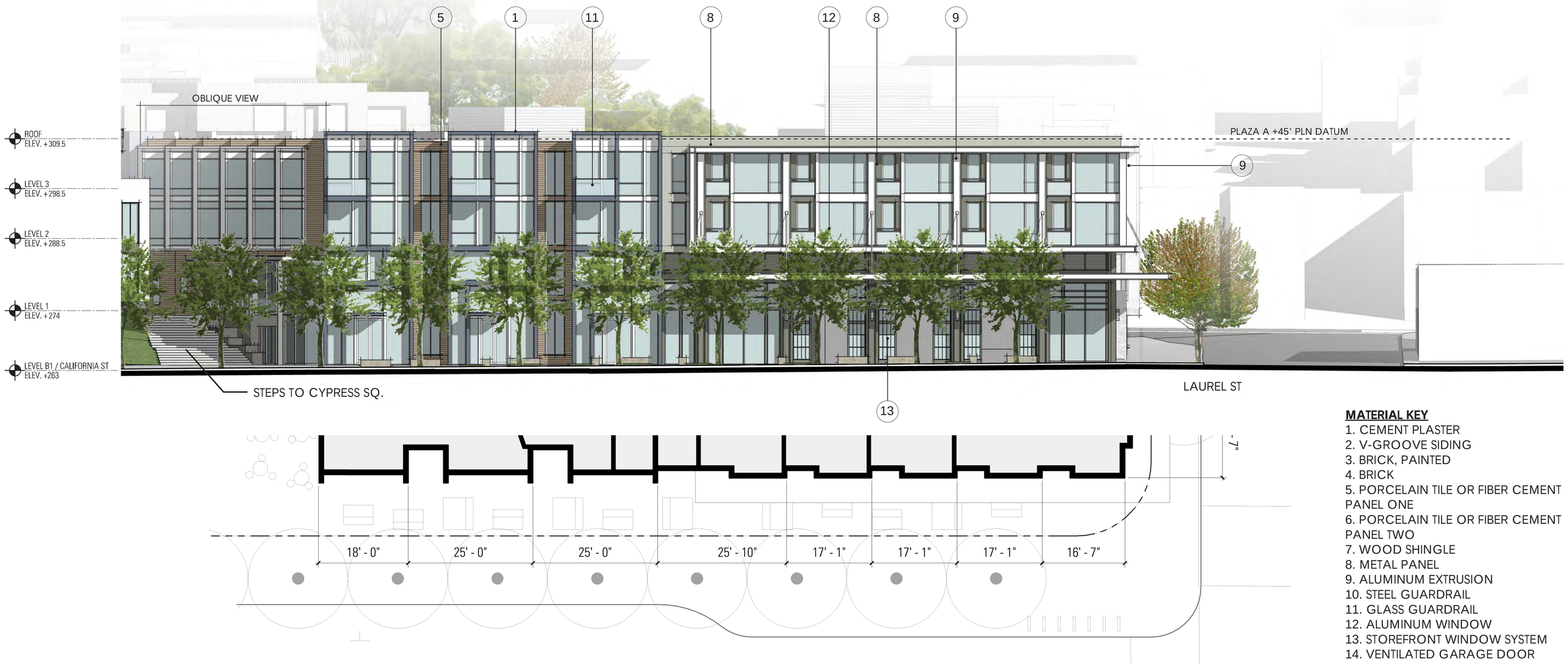
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10’ 20’ 40’ 60’

N

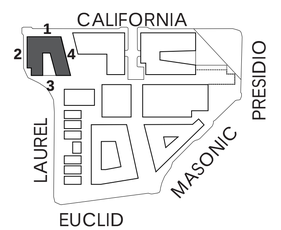
A2.02



MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

1. CALIFORNIA STREET ELEVATION (NORTH) WITH ILLUSTRATIVE PLAN AT LEVEL 2



3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG A" BUILDING ELEVATIONS

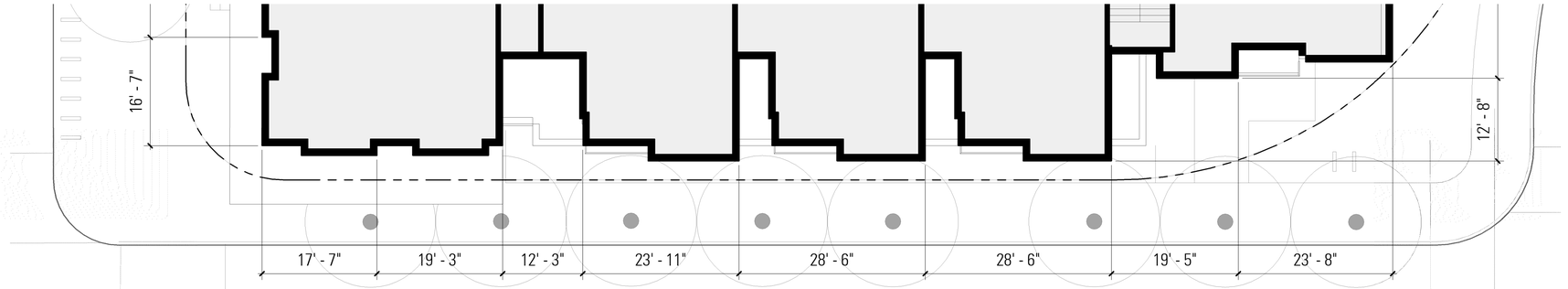
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

A2.11



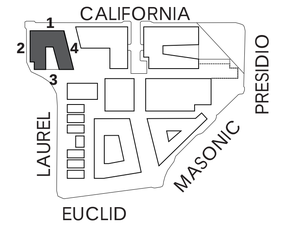


MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

2. LAUREL STREET ELEVATION (WEST) WITH ILLUSTRATIVE PLAN AT LEVEL 2

*BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT, SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG A" BUILDING ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

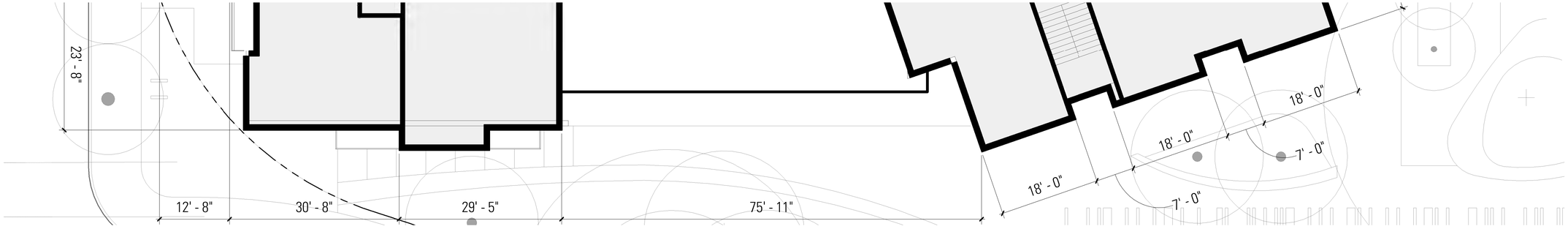
0 5' 10' 20' 30'

A2.12

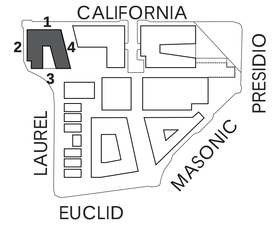


MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE



3. MAYFAIR DRIVE ELEVATION (SOUTH) WITH ILLUSTRATIVE PLAN AT LEVEL 2



3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG A" BUILDING ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

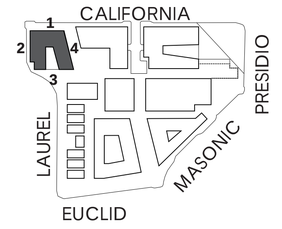
0 5' 10' 20' 30'

A2.13



MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE



4. MARKET PLAZA ELEVATION (EAST) WITH ILLUSTRATIVE PLAN AT LEVEL 2

3333 CALIFORNIA STREET SAN FRANCISCO, CA

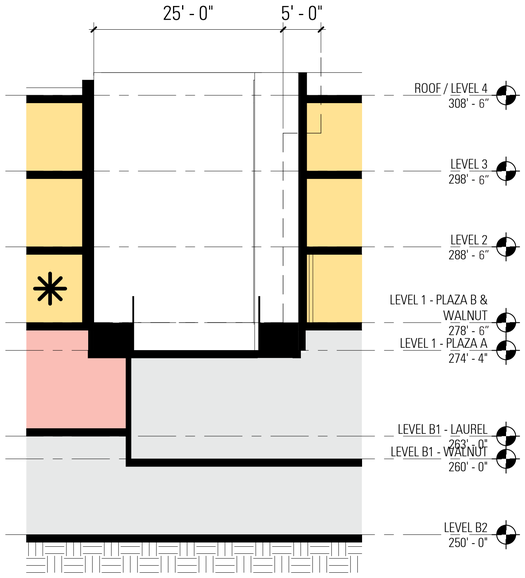
"PLAZA BLDG A" BUILDING ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

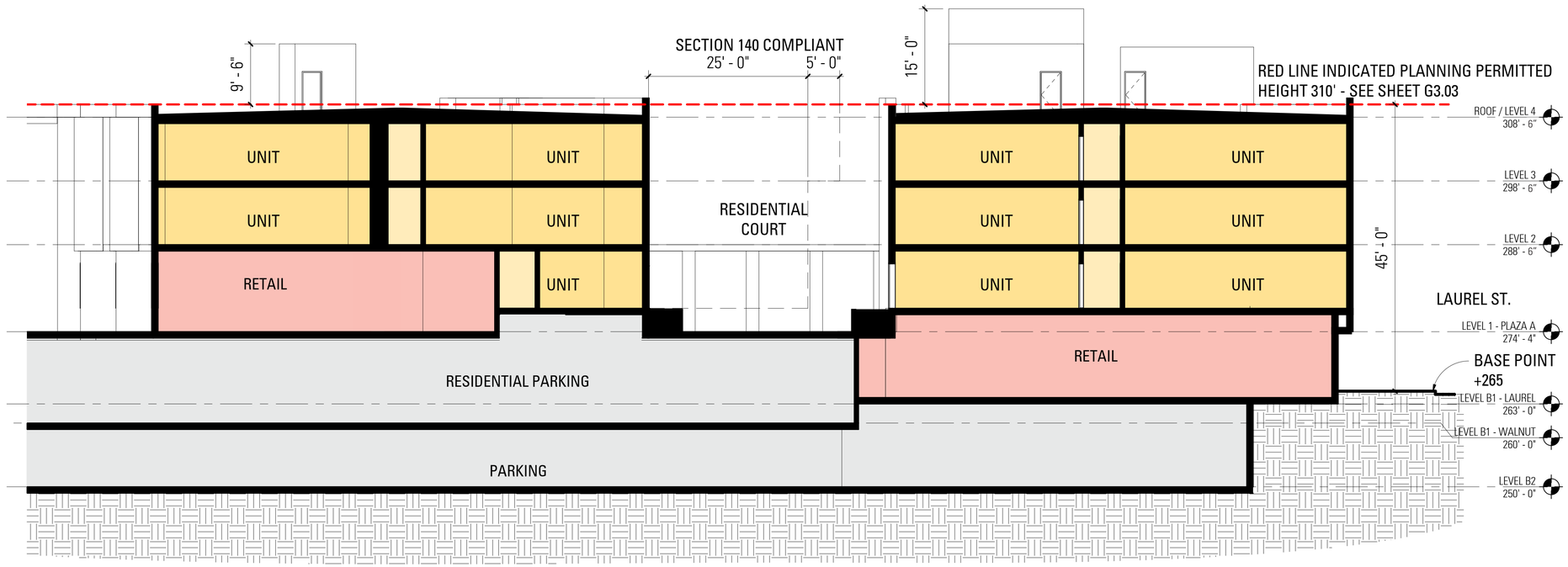
A2.14



UNIT REQUIRES MODIFICATION TO SECTION 140. 30' - 0" DEPTH REQUIRED

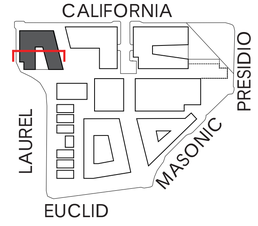
2. "PLAZA BLDG A" EAST/WEST SECTION LOOKING NORTH THRU NON-SECTION 140 COMPLIANT UNIT

1"=10'



1. "PLAZA BLDG A" EAST/WEST SECTION LOOKING SOUTH

1"=10'



3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG A" BUILDING SECTION

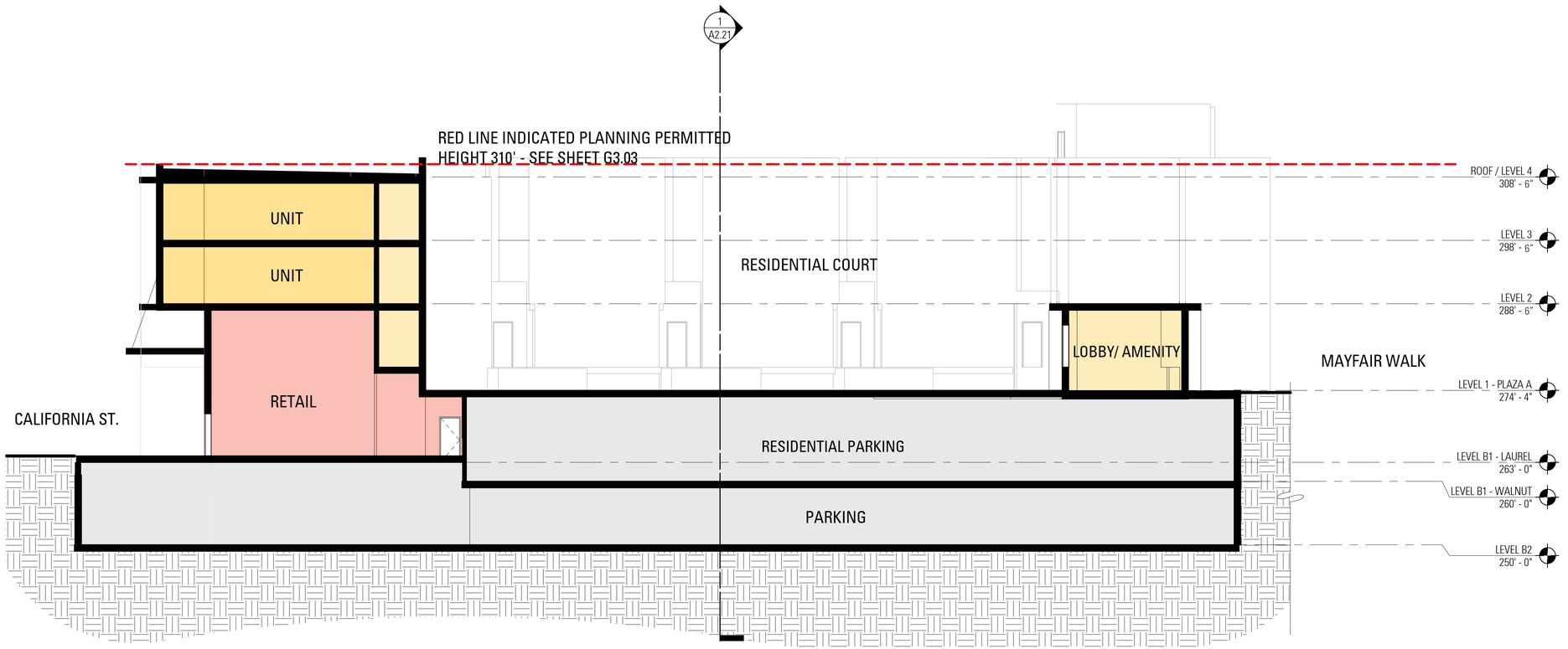
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

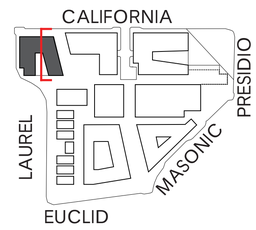
A2.21

COPYRIGHT © 2017 BAR architects



1. “PLAZA BLDG A” NORTH/SOUTH SECTION LOOKING EAST

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

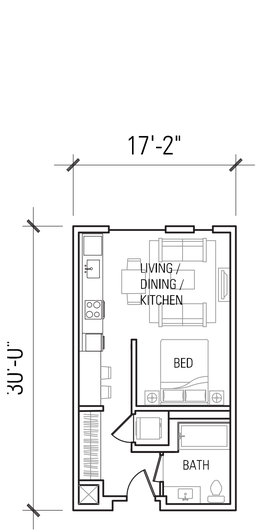
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

“PLAZA BLDG A” BUILDING SECTION

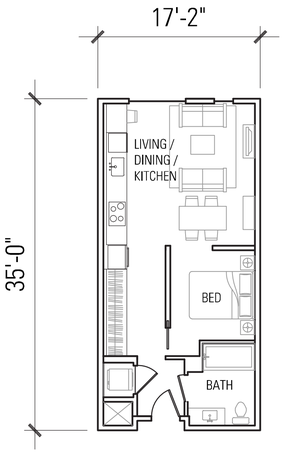
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5’ 10’ 20’ 30’

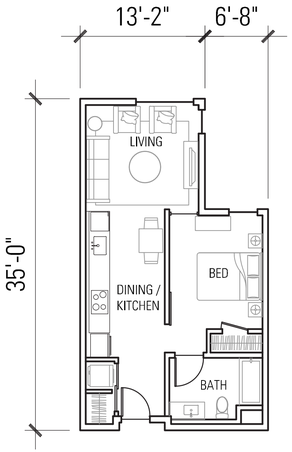
A2.22



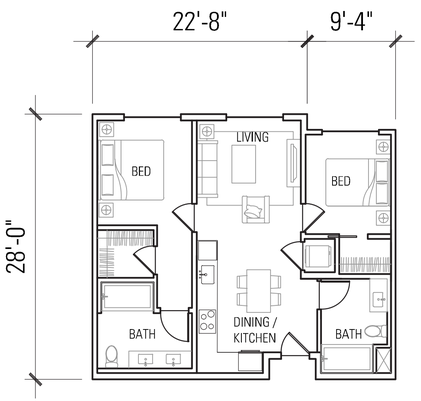
JUNIOR



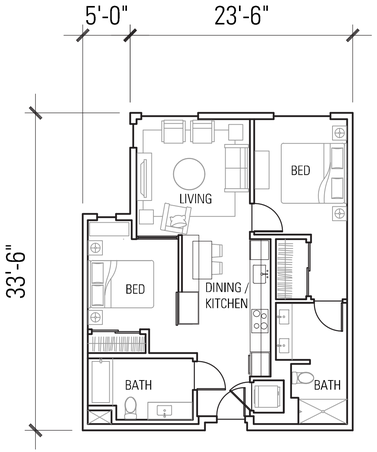
1-BEDROOM, A



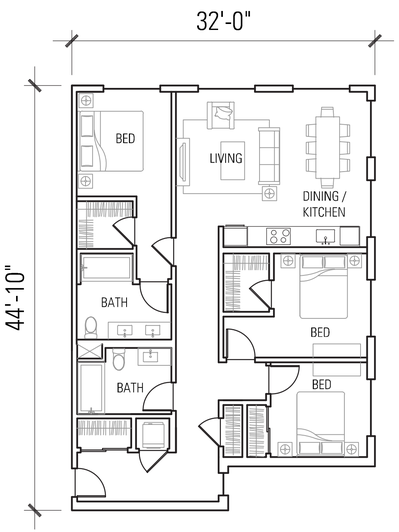
1-BEDROOM, B



2-BEDROOM, A



2-BEDROOM, B

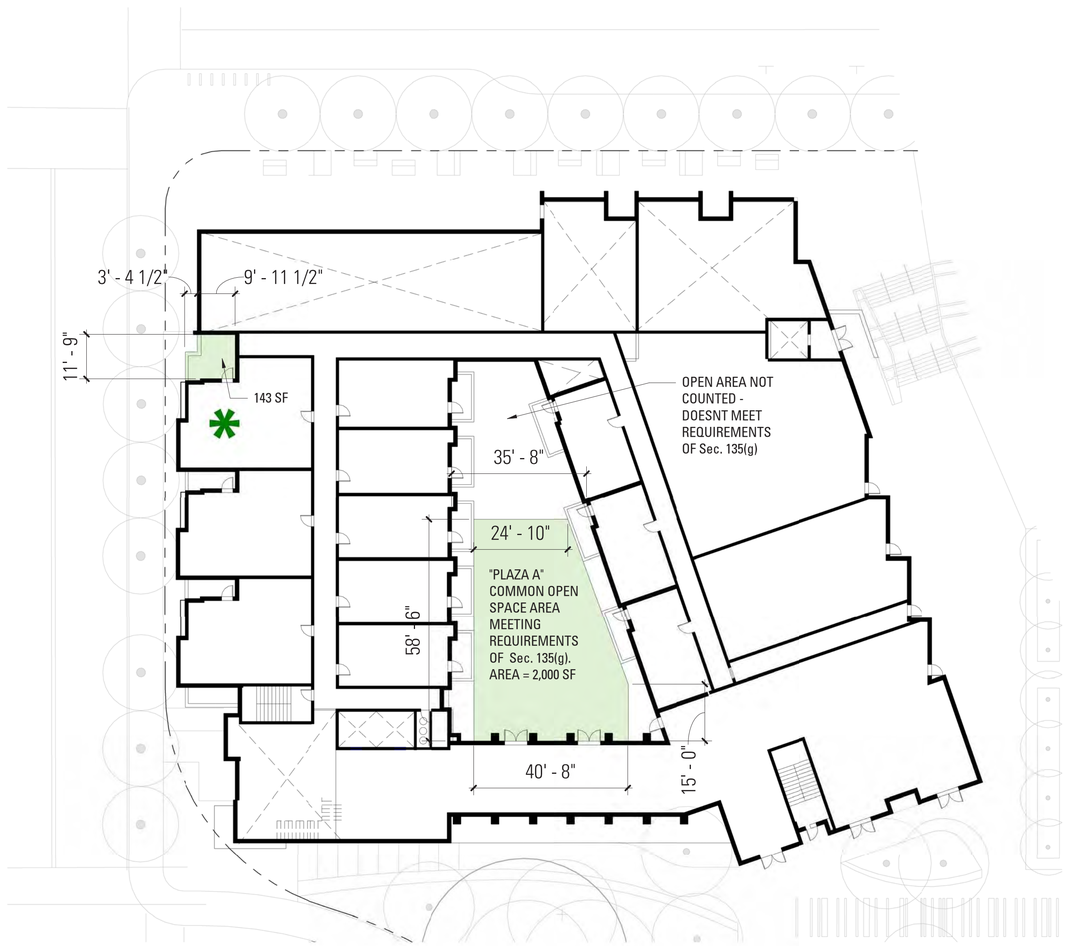


3-BEDROOM

NOTE: UNITS ARE SHOWN FOR SCALE & REFERENCE ONLY. ADDITIONAL UNIT TYPES NOT SHOWN.

COPYRIGHT © 2017 BAR architects

COPYRIGHT © 2017 BAR architects

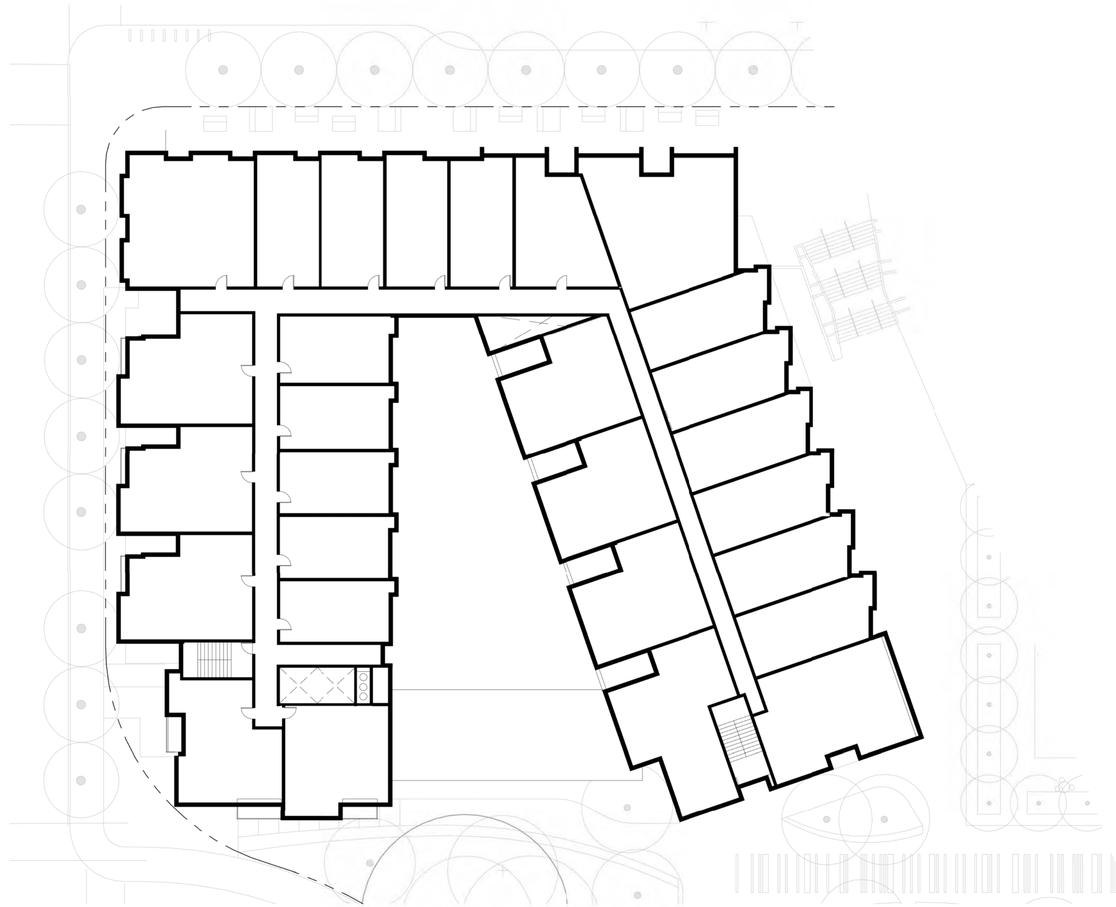


LEVEL 1

1" = 20'-0"

LEVEL 1 SUMMARY:
COMMON: 2,000 SF
PRIVATE: 100 SF COMPLIANT / COUNTED

* UNIT WITH CODE COMPLYING OPEN SPACE
(MAX 100 SF/UNITS COUNTED TOWARD REQUIREMENT)

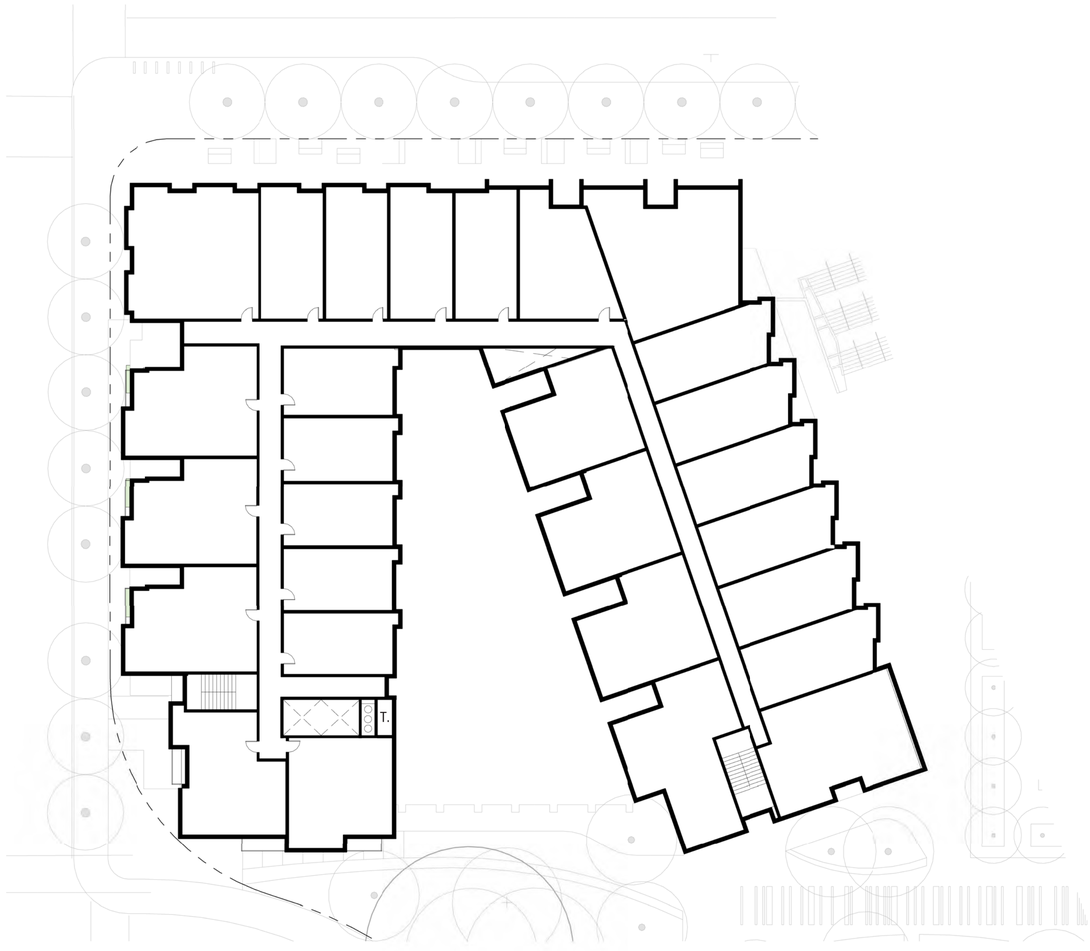


LEVEL 2

1" = 20'-0"

LEVEL 2 SUMMARY:
COMMON: 0 SF COMPLIANT
PRIVATE: 0 SF COMPLIANT

COPYRIGHT © 2017 BAR architects



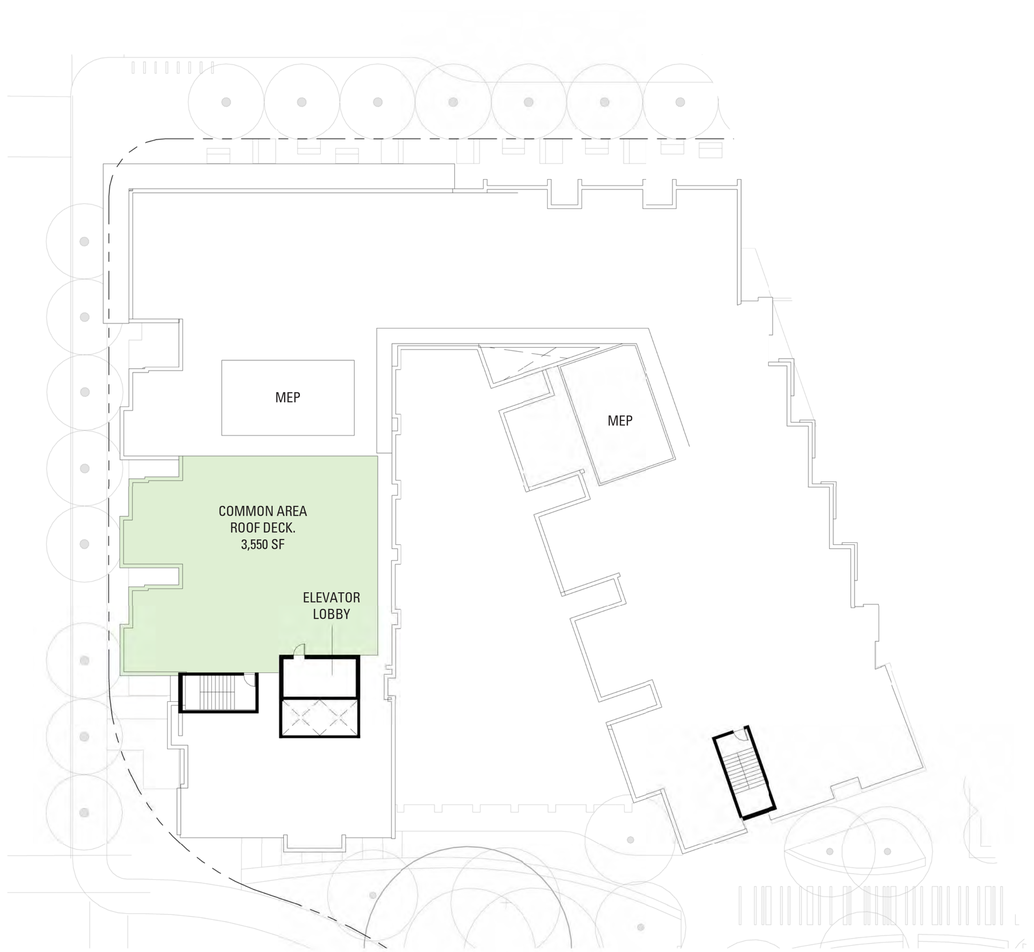
LEVEL 3

1" = 20'-0"

LEVEL 3 SUMMARY:
COMMON: 0 SF COMPLIANT
PRIVATE: 0 SF COMPLIANT

PLAZA A TOTALS:
COMMON: 5,550 SF
PRIVATE: 100 SF COMPLIANT AND COUNTED

✱ UNIT WITH CODE COMPLYING OPEN SPACE
(MAX 100 SF/UNITS COUNTED TOWARD REQUIREMENT)



ROOF

1" = 20'-0"

ROOF SUMMARY:
COMMON: 3,550 SF
PRIVATE: 0 SF

da.txt

3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG A" OPEN SPACE DIAGRAMS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

A2.42



3333 CALIFORNIA STREET SAN FRANCISCO, CA

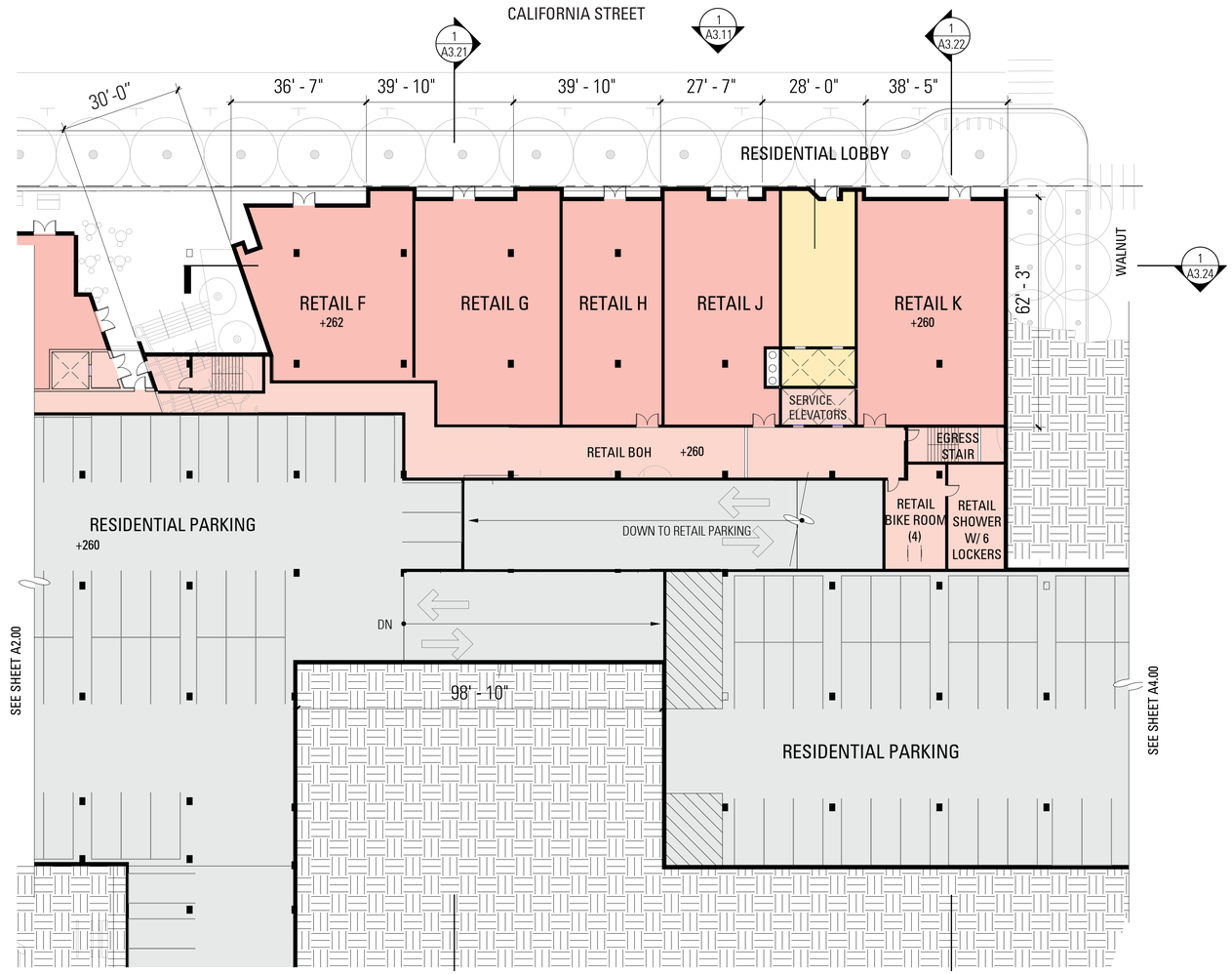
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

“PLAZA BLDG A” PERSPECTIVE

07.03.2019
PLANNING APPLICATION RESUBMITTAL

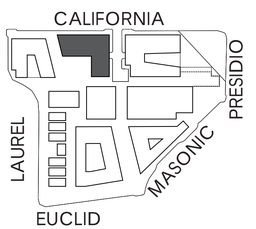
A2.60

* RETAIL DEMISING IS CONCEPTUAL AND FINAL LAYOUT MAY DIFFER.



CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



PLAN LEVEL B1 + 261' (F.F. VARIES ACROSS FLOOR LEVEL)

SEE SHEET A1.03 FOR MORE PARKING INFORMATION

3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG B" BUILDING PLANS - LEVEL B1

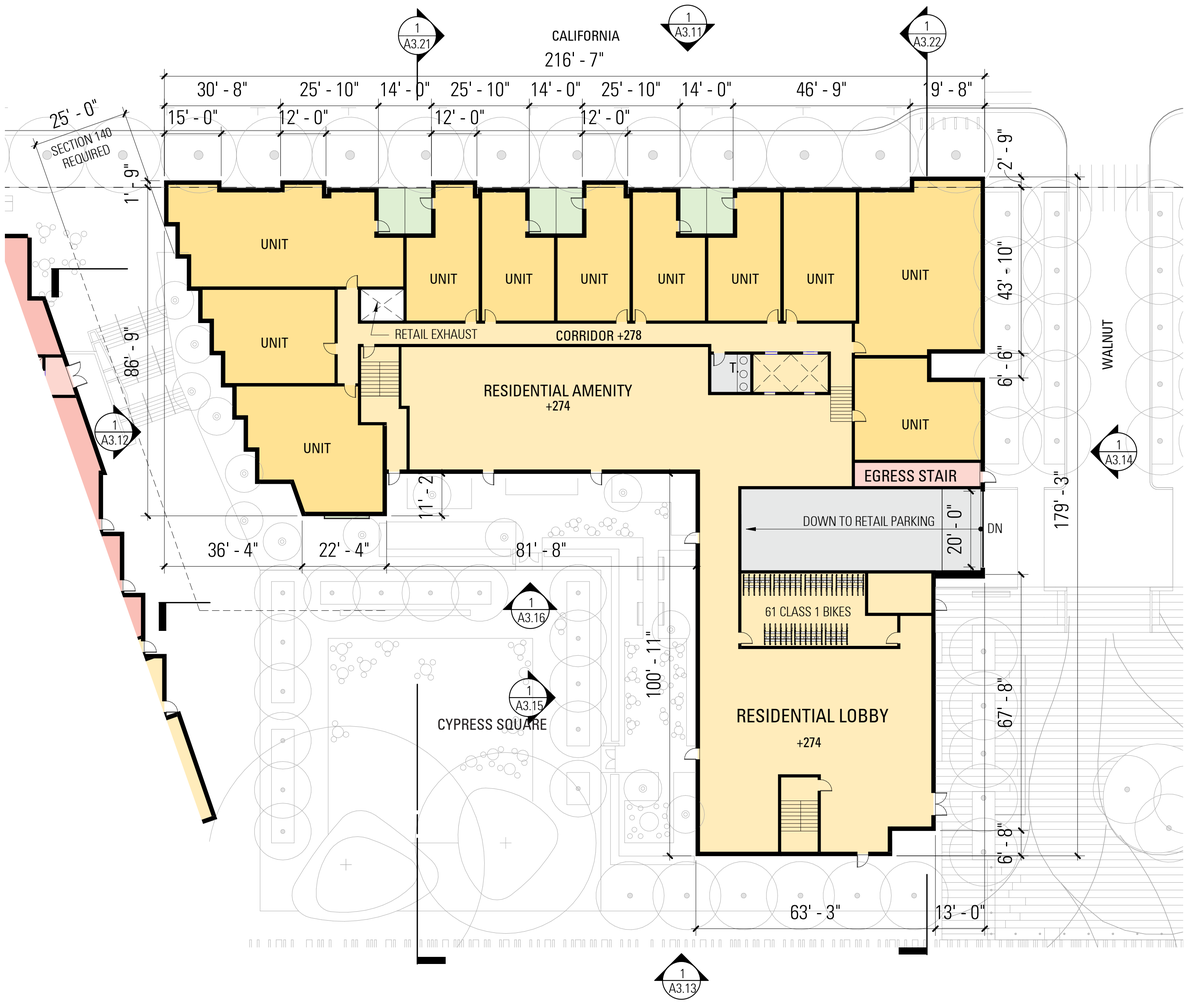
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10' 20' 40' 60'

N

A3.00



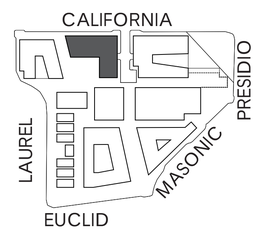
PLAN LEVEL 1 + 274’



PLAN LEVEL 2 + 288’

CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“PLAZA BLDG B” BUILDING PLANS - LEVEL 1 AND 2

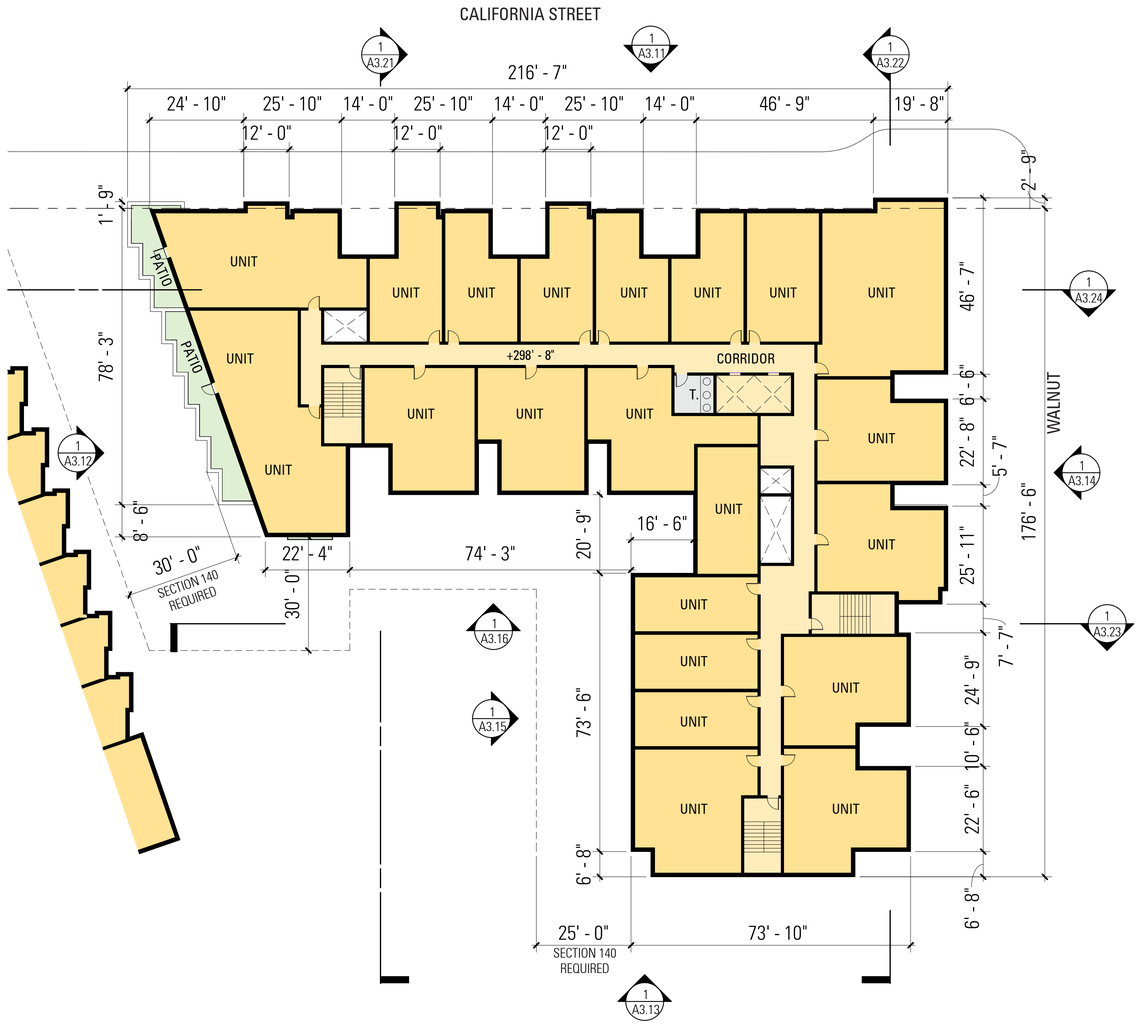
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

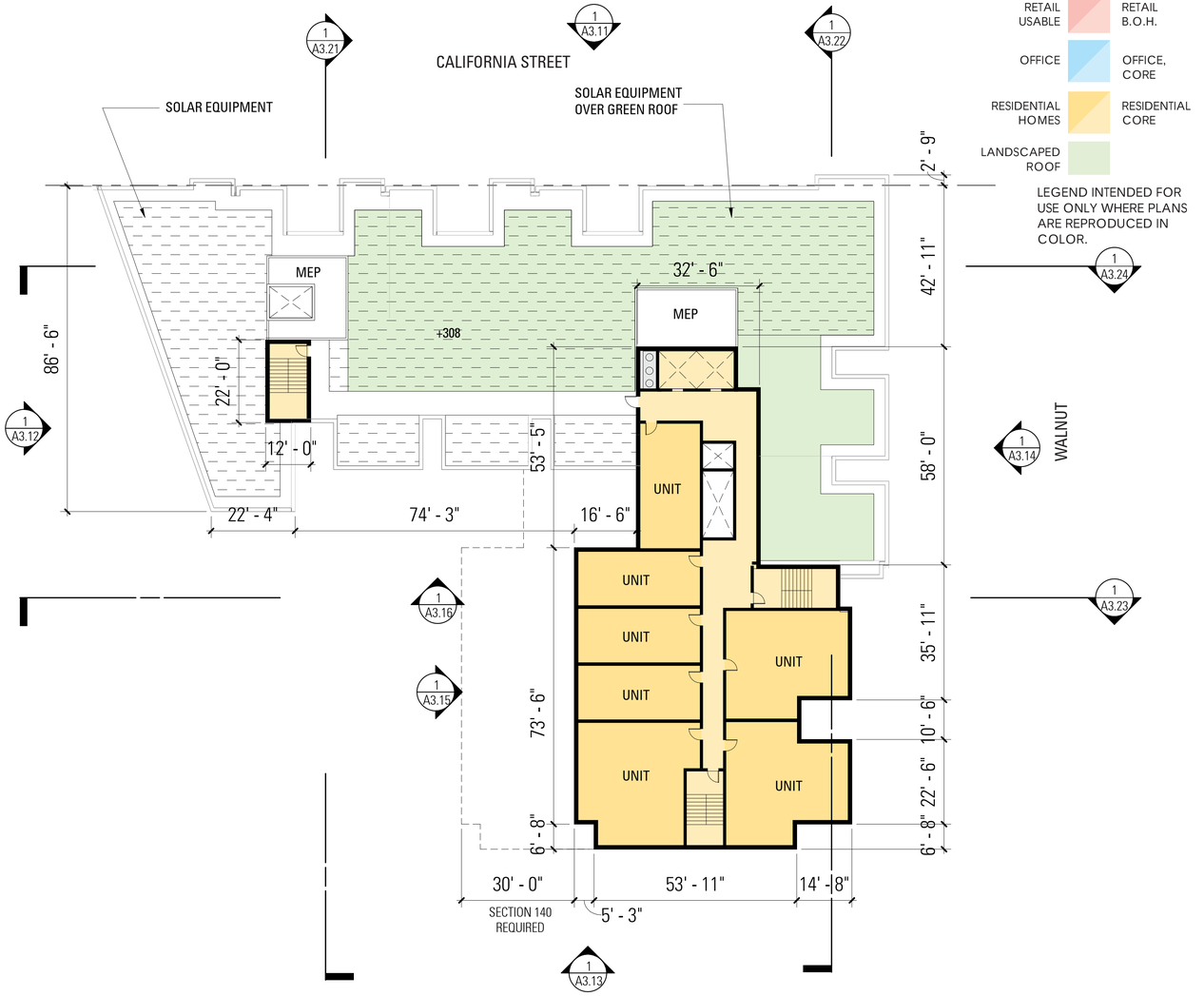
0 10’ 20’ 40’ 60’

N

A3.01



PLAN LEVEL 3 + 298’

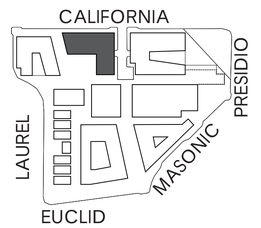


CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.

PLAN LEVEL 4 + 308.2’

NOTE: MEP LAYOUT IS CONCEPTUAL



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“PLAZA BLDG B” BUILDING PLANS - LEVEL 3 AND 4

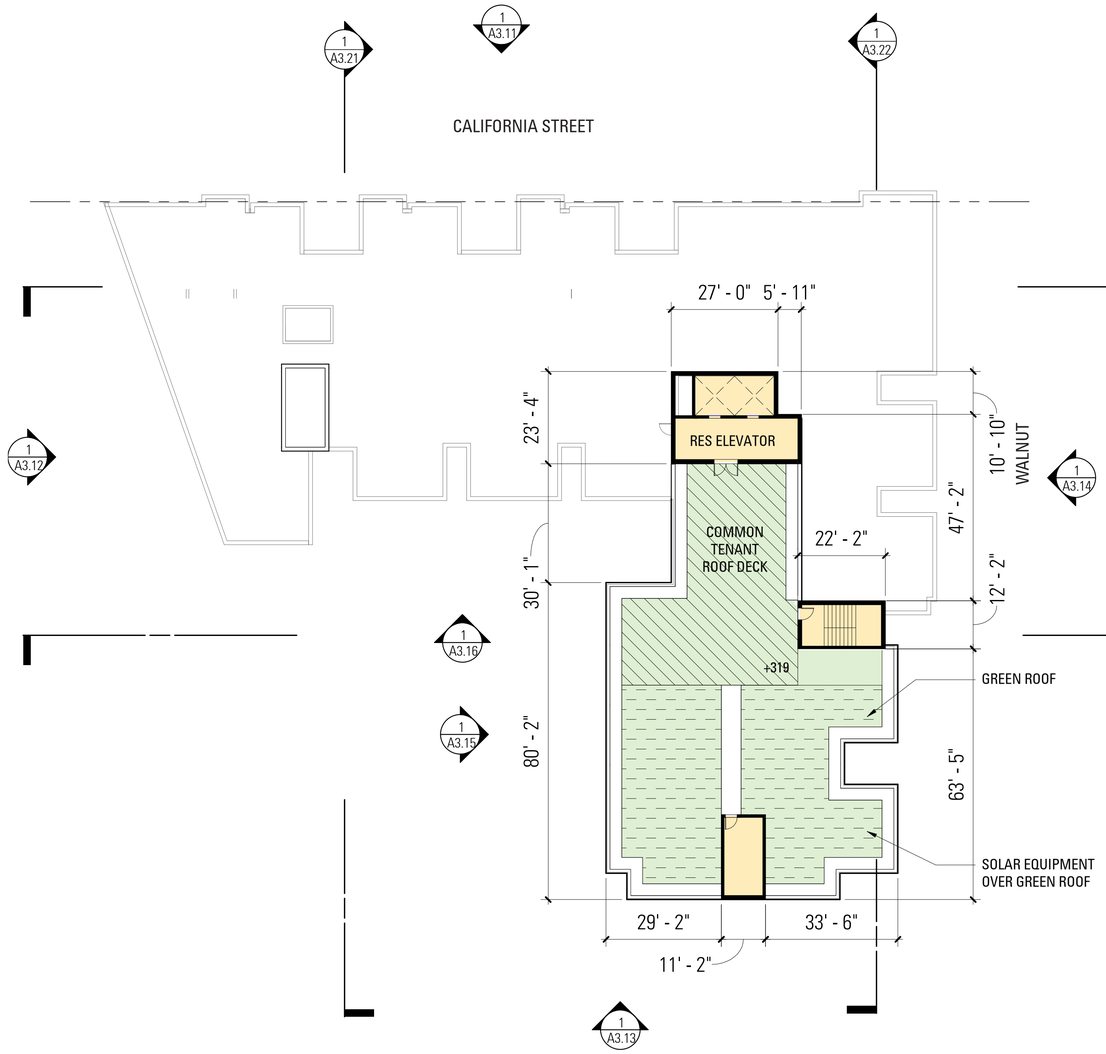
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10’ 20’ 40’ 60’

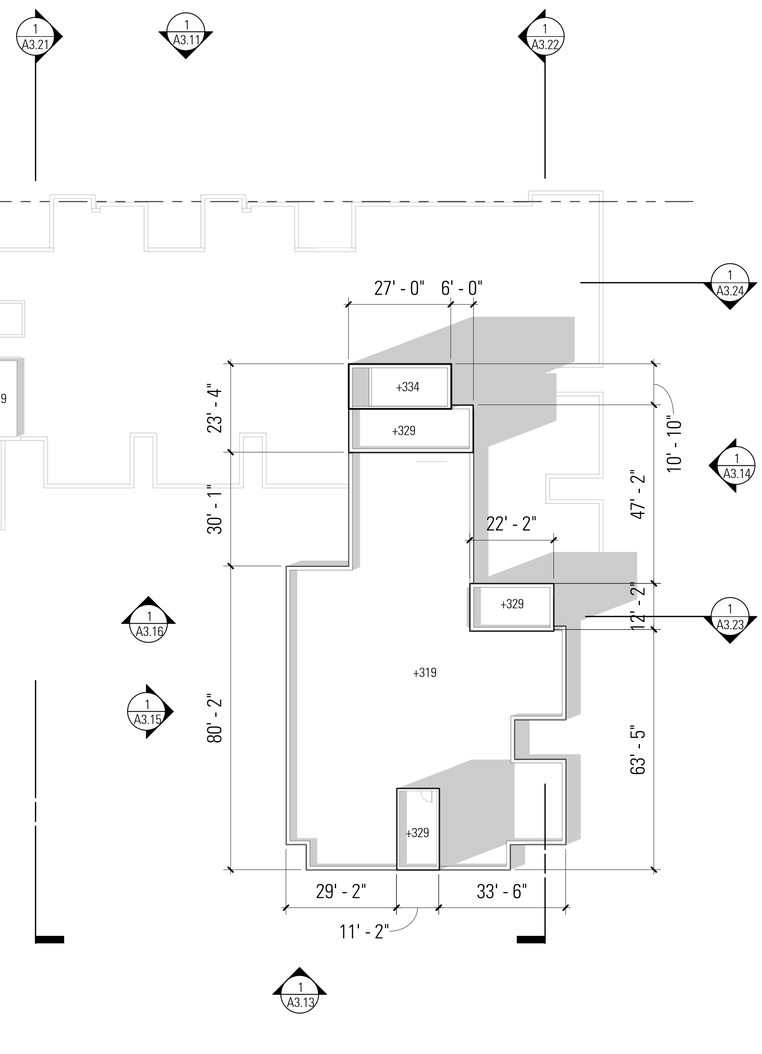
N

A3.02



ROOF PLAN + 319’

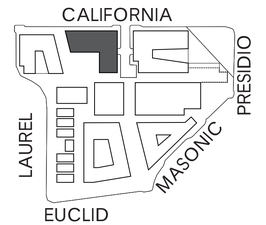
NOTE: MEP LAYOUT IS CONCEPTUAL



PENTHOUSE PLAN + 329’

CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“PLAZA BLDG B” BUILDING ROOF PLAN

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10’ 20’ 40’ 60’

N

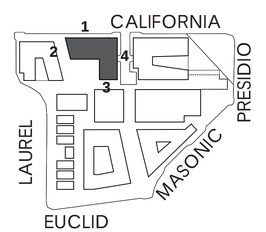
A3.03



MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

1. CALIFORNIA STREET ELEVATION (NORTH) WITH ILLUSTRATIVE PLAN AT LEVEL 1



3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG B" BUILDING ELEVATION

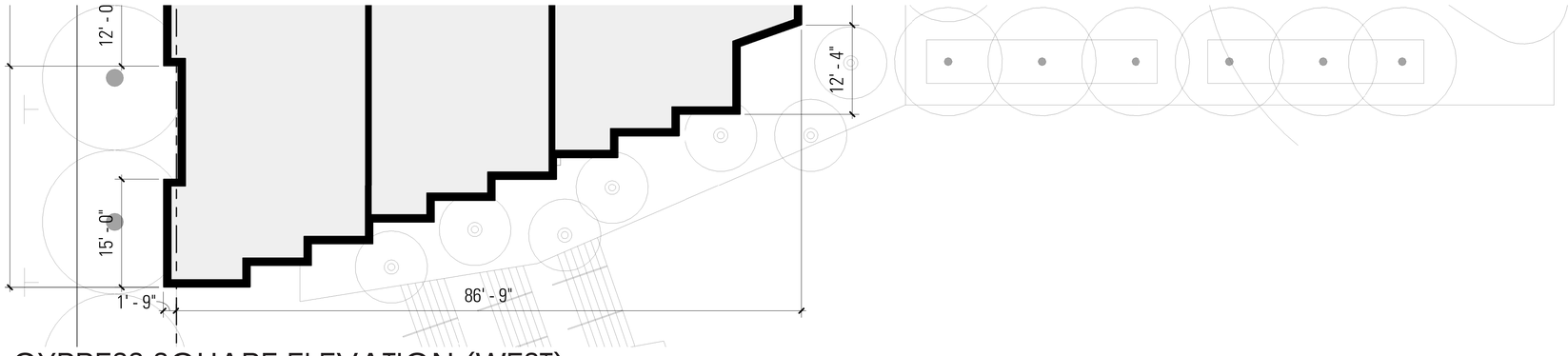
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

A3.11

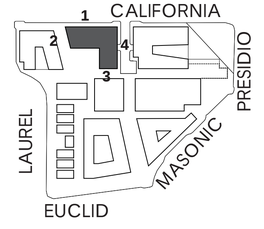




2. CYPRESS SQUARE ELEVATION (WEST) WITH ILLUSTRATIVE PLAN AT LEVEL 1

MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE



3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG B" BUILDING ELEVATION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

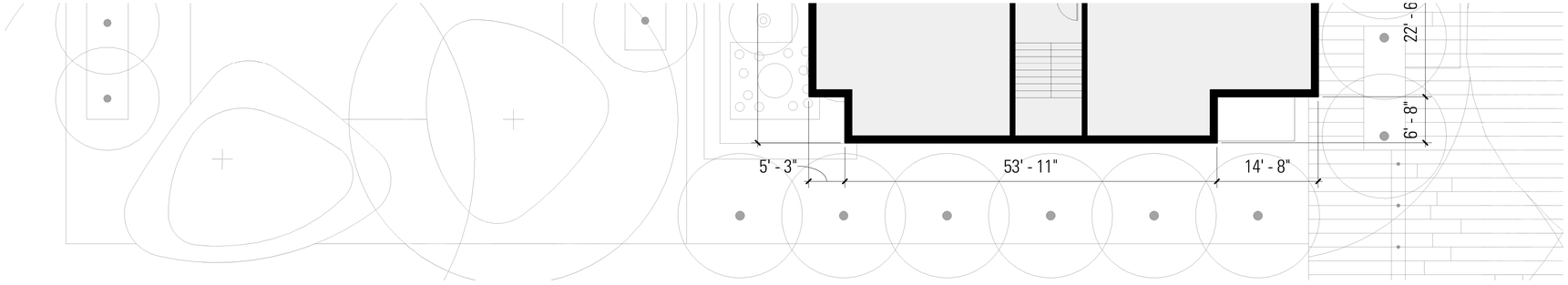
0 5' 10' 20' 30'

A3.12

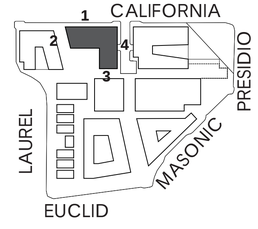


MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE



3. CYPRESS SQUARE ELEVATION (SOUTH) WITH ILLUSTRATIVE PLAN AT LEVEL 2



3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG B" BUILDING ELEVATION

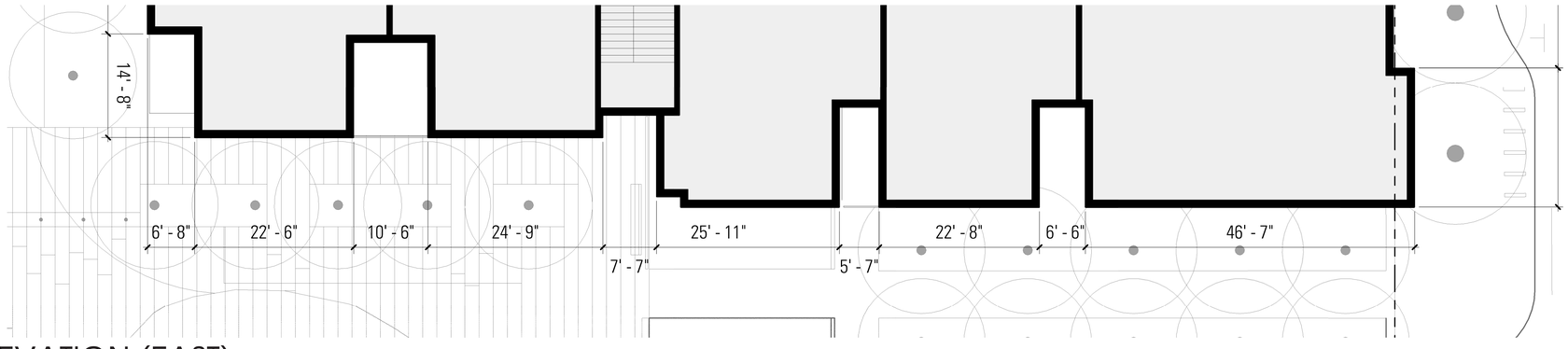
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

A3.13



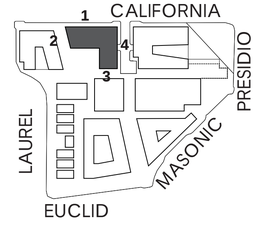


4. CYPRESS SQUARE ELEVATION (EAST) WITH ILLUSTRATIVE PLAN AT LEVEL 2

*BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT, SEE SHEET G3.04

MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE



3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG B" BUILDING ELEVATION

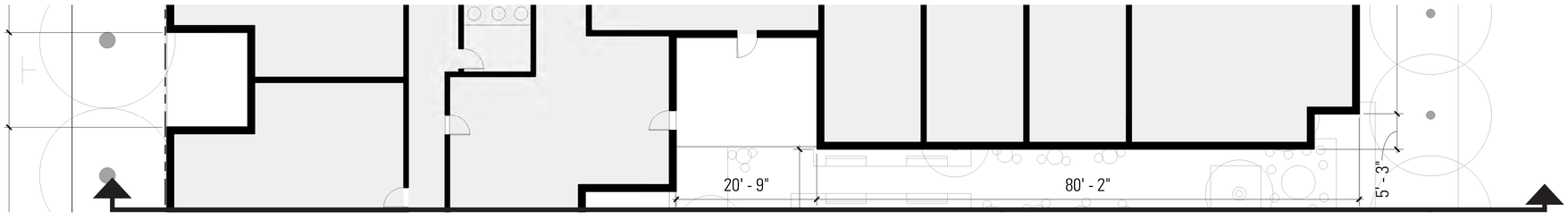
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

A3.14

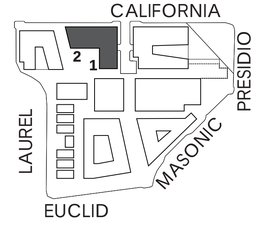




MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

1. CYPRESS SQUARE ELEVATION (WEST) WITH ILLUSTRATIVE PLAN AT LEVEL 2



3333 CALIFORNIA STREET SAN FRANCISCO, CA

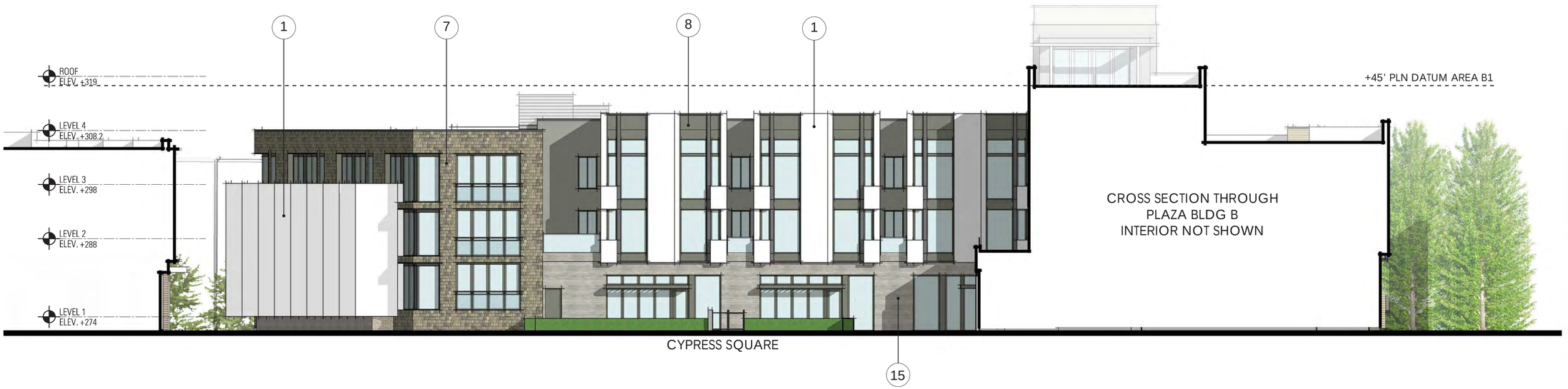
"PLAZA BLDG B" BUILDING ELEVATION

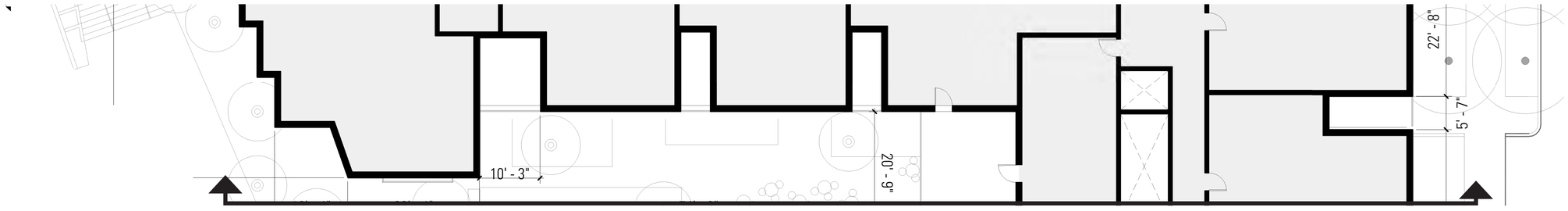
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

A3.15

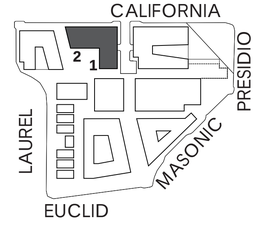




MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

2. CYPRESS SQUARE ELEVATION (SOUTH) WITH ILLUSTRATIVE PLAN AT LEVEL 2



3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG B" BUILDING ELEVATION

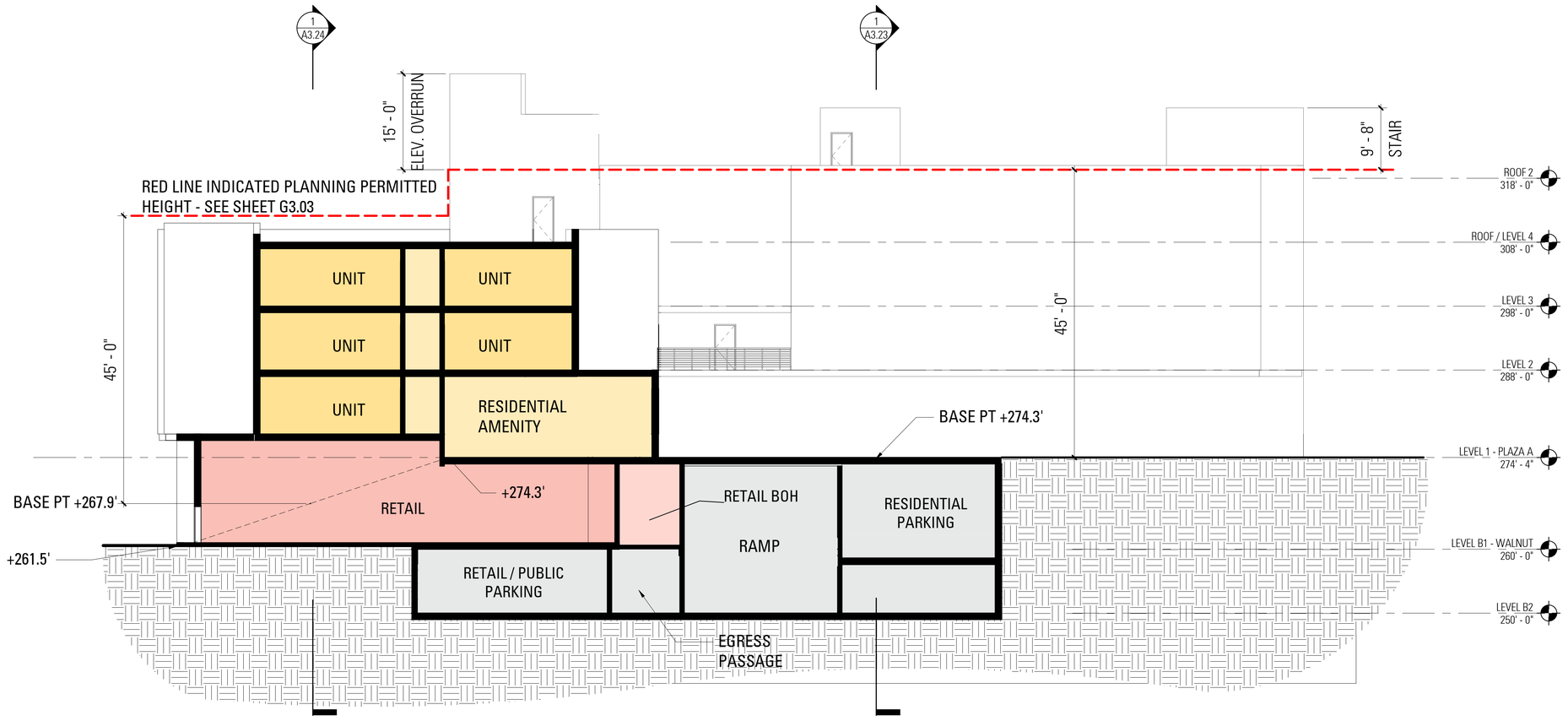
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

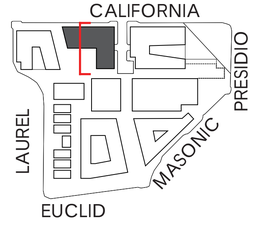
A3.16

COPYRIGHT



1. “PLAZA BLDG B” NORTH/ SOUTH SECTION LOOKING EAST

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“PLAZA BLDG B” BUILDING SECTION

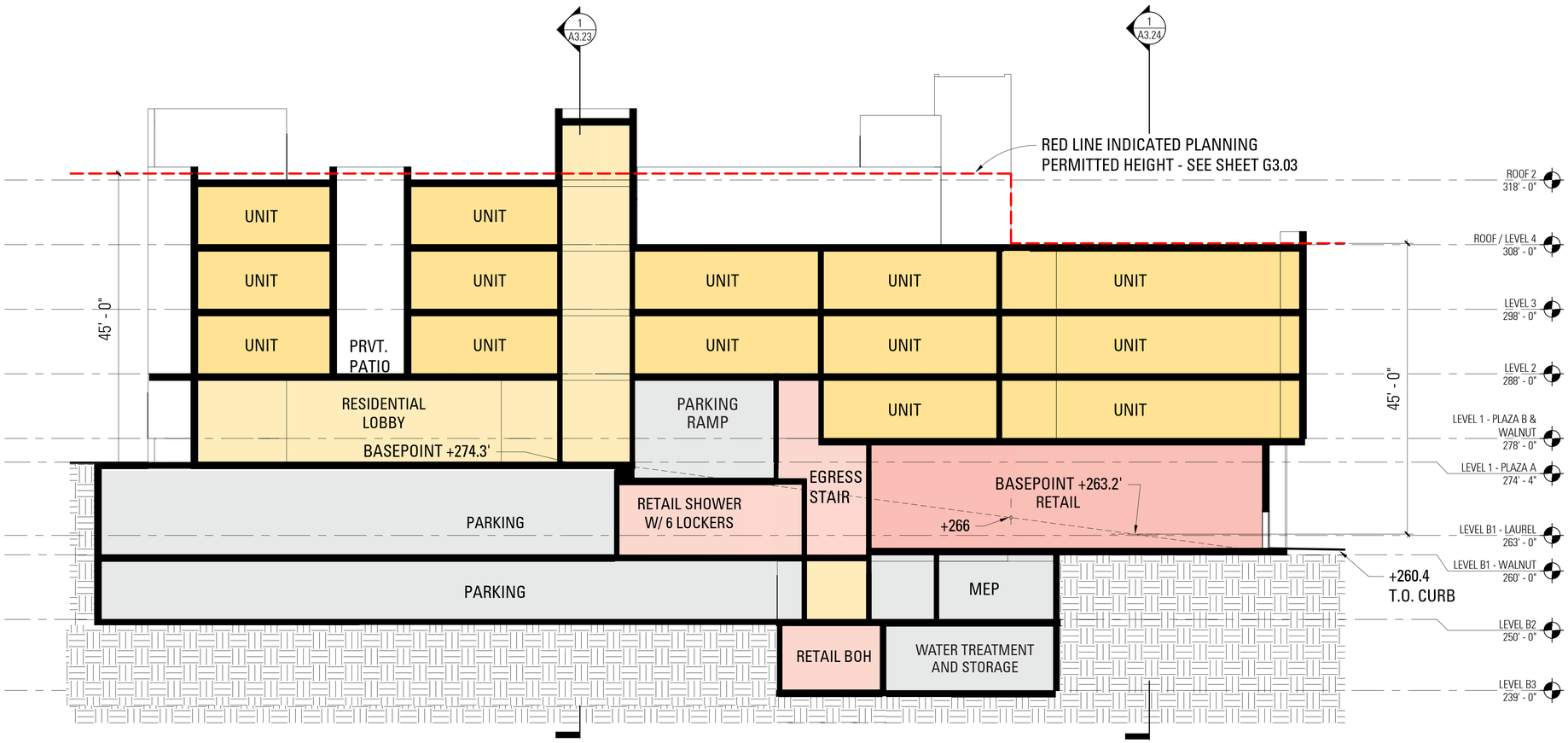
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5’ 10’ 20’ 30’

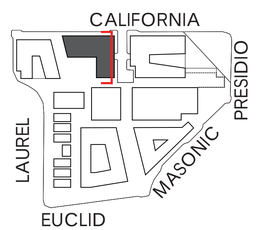
A3.21

COPYRIGHT © 2017 BAR architects



1. “PLAZA BLDG B” NORTH/ SOUTH SECTION LOOKING WEST

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

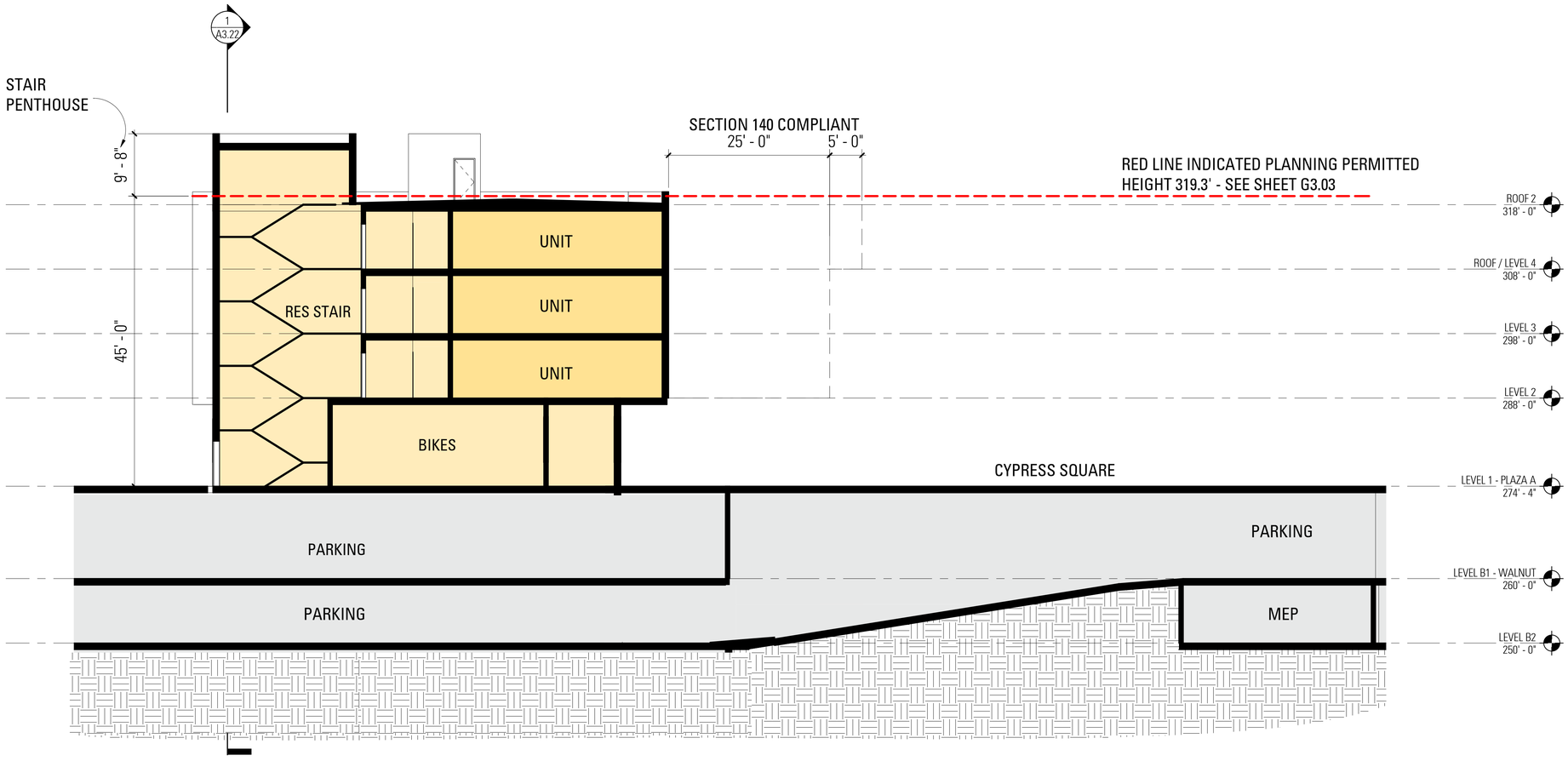
“PLAZA BLDG B” BUILDING SECTION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

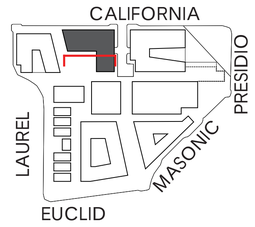
0 5’ 10’ 20’ 30’

A3.22



1. “PLAZA BLDG B” NORTH/ SOUTH SECTION LOOKING SOUTH

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

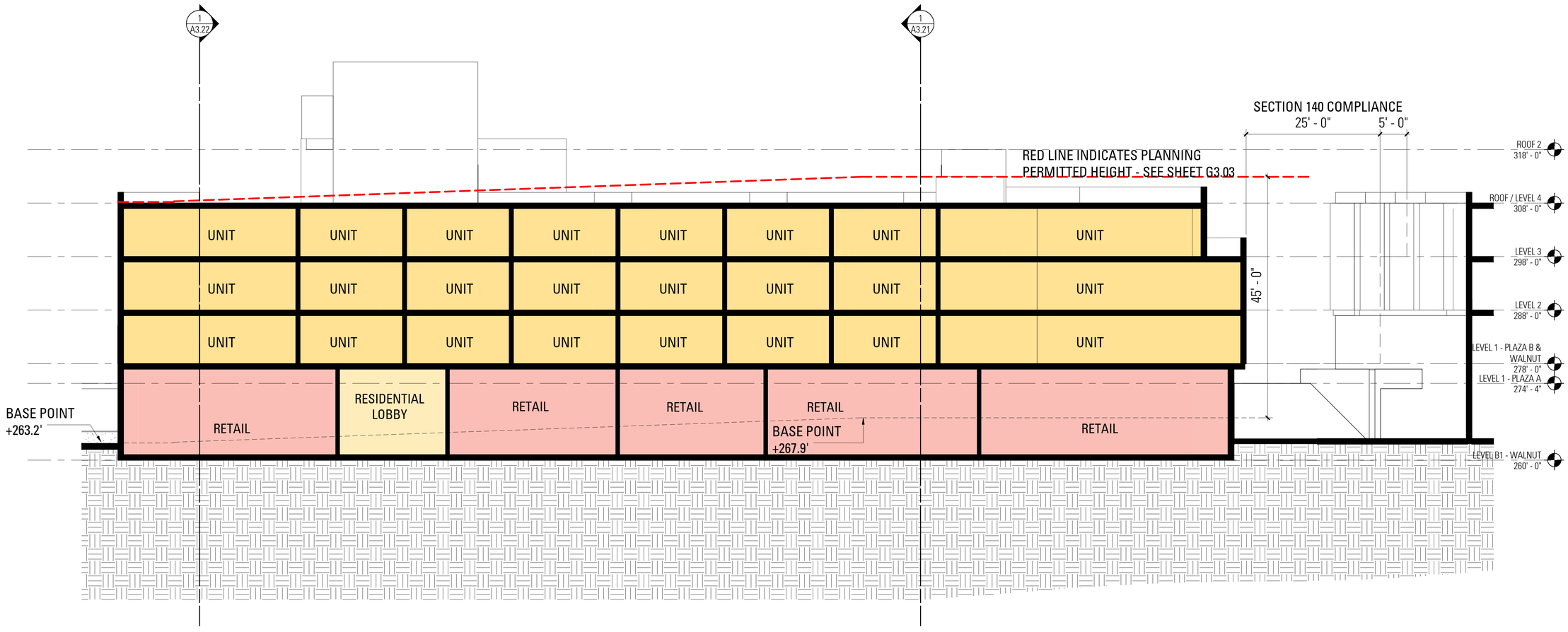
“PLAZA BLDG B” BUILDING SECTION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

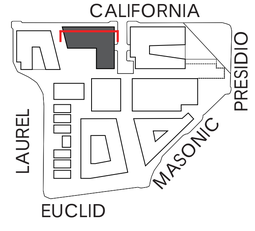
0 5’ 10’ 20’ 30’

A3.23



1. “PLAZA BLDG B” NORTH/ SOUTH SECTION LOOKING SOUTH

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

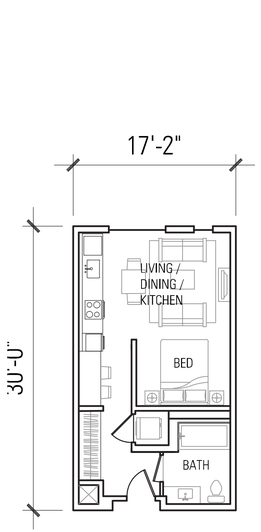
“PLAZA BLDG B” BUILDING SECTION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

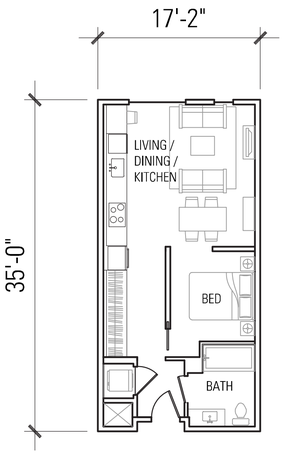
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

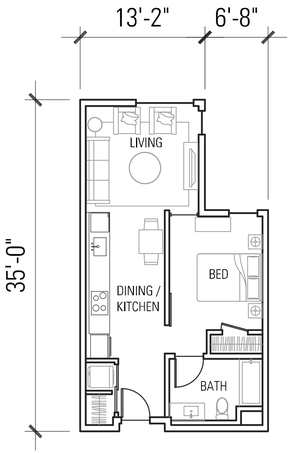
A3.24



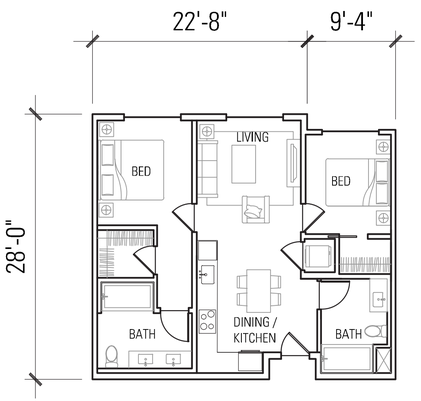
JUNIOR



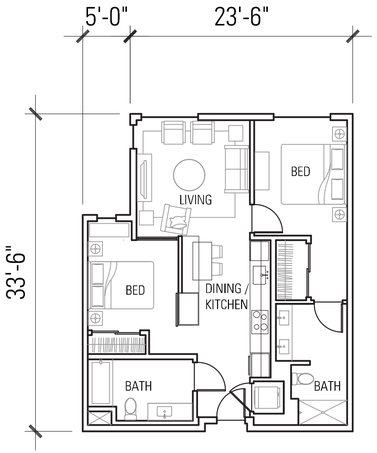
1-BEDROOM, A



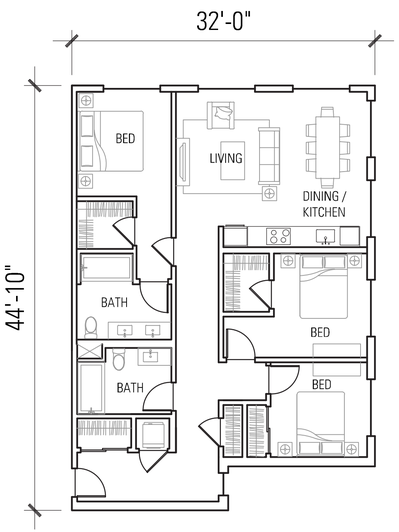
1-BEDROOM, B



2-BEDROOM, A

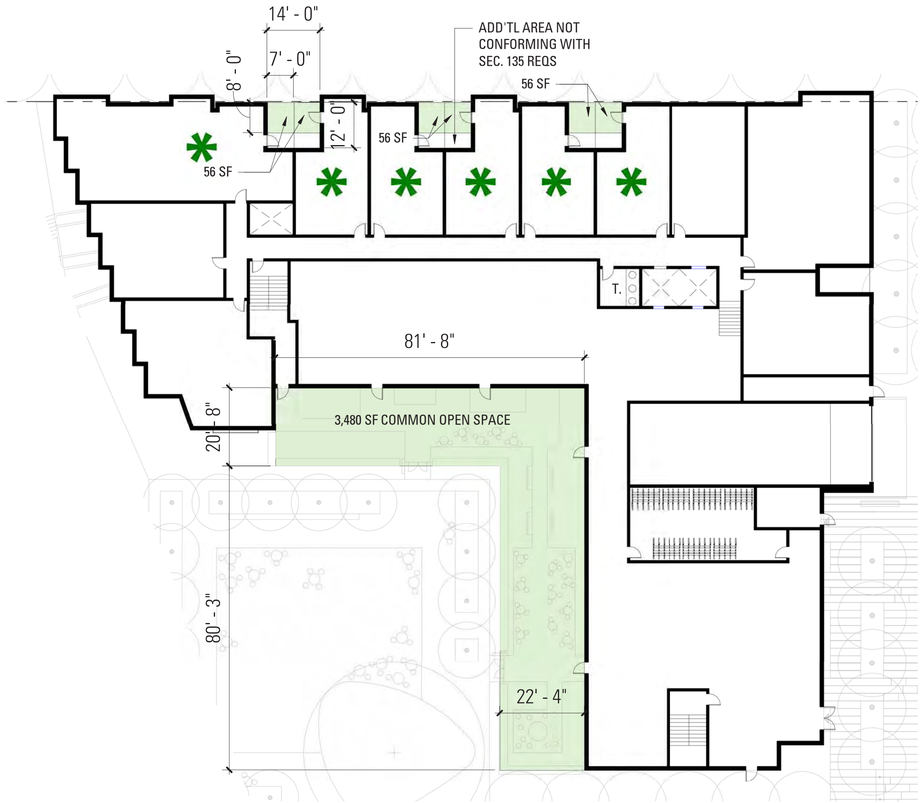


2-BEDROOM, B



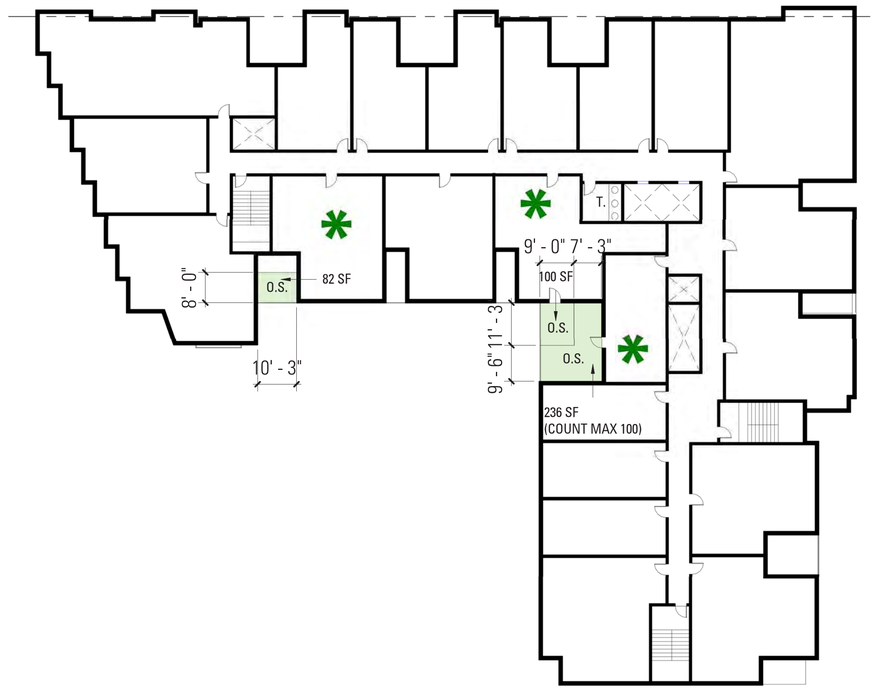
3-BEDROOM

COPYRIGHT © 2017 BAR architects



LEVEL 1 - PLAZA B OPEN SPACE

1" = 20'-0"



LEVEL 2 - PLAZA B OPEN SPACE

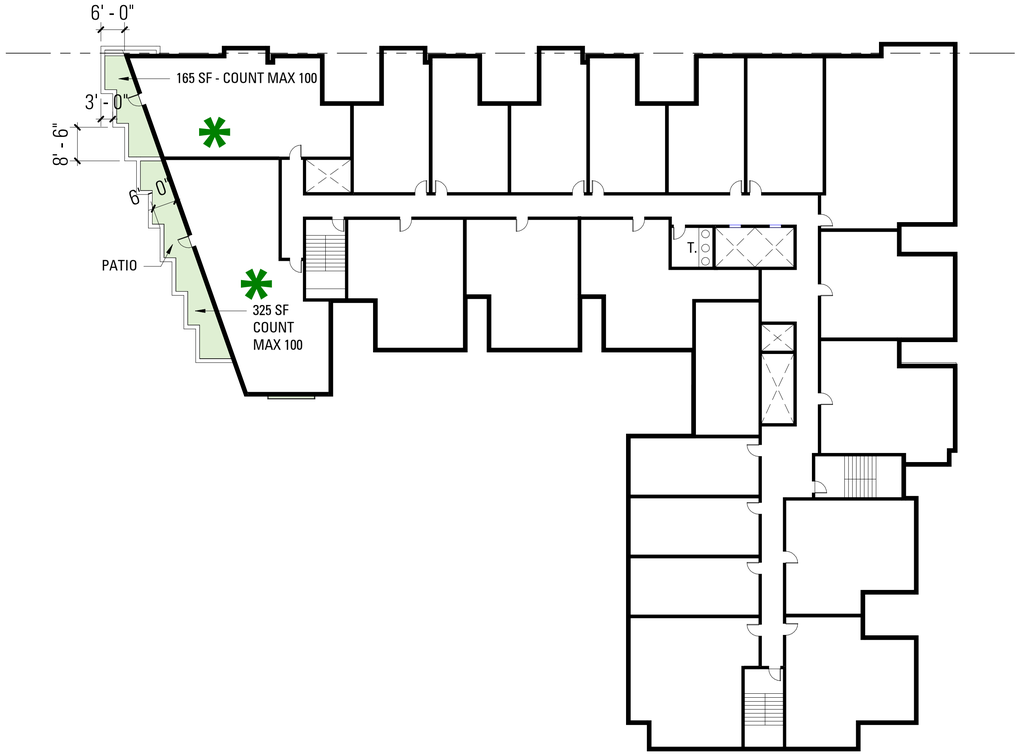
1" = 20'-0"

LEVEL 1 SUMMARY:
COMMON: 3,480 SF
PRIVATE: 336 SF

LEVEL 2 SUMMARY:
COMMON: 0 SF
PRIVATE: 282 SF

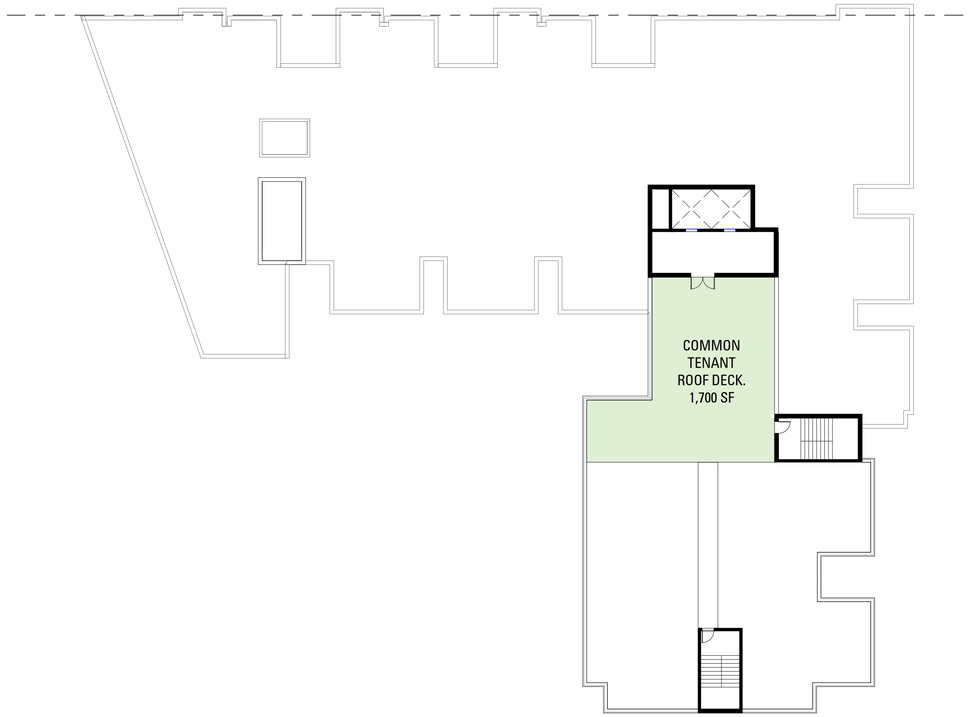
✱ UNIT WITH CODE COMPLYING OPEN SPACE
(MAX 100 SF/UNITS COUNTED TOWARD REQUIREMENT)

COPYRIGHT © 2017 BAR architects



LEVEL 3 - PLAZA B +299'

1" = 20'-0"



ROOF 2 PLAZA B OPEN SPACE

1" = 20'-0"

LEVEL 3 SUMMARY:
COMMON: 0 SF
PRIVATE: 200 SF COMPLIANT AND COUNTED

PLAZA B TOTALS:
COMMON: 5,180 SF
PRIVATE: 818 SF COMPLIANT AND COUNTED

* UNIT WITH CODE COMPLYING OPEN SPACE
(MAX 100 SF/UNITS COUNTED TOWARD REQUIREMENT)

ROOF SUMMARY:
COMMON: 1,700 SF
PRIVATE: 0 SF



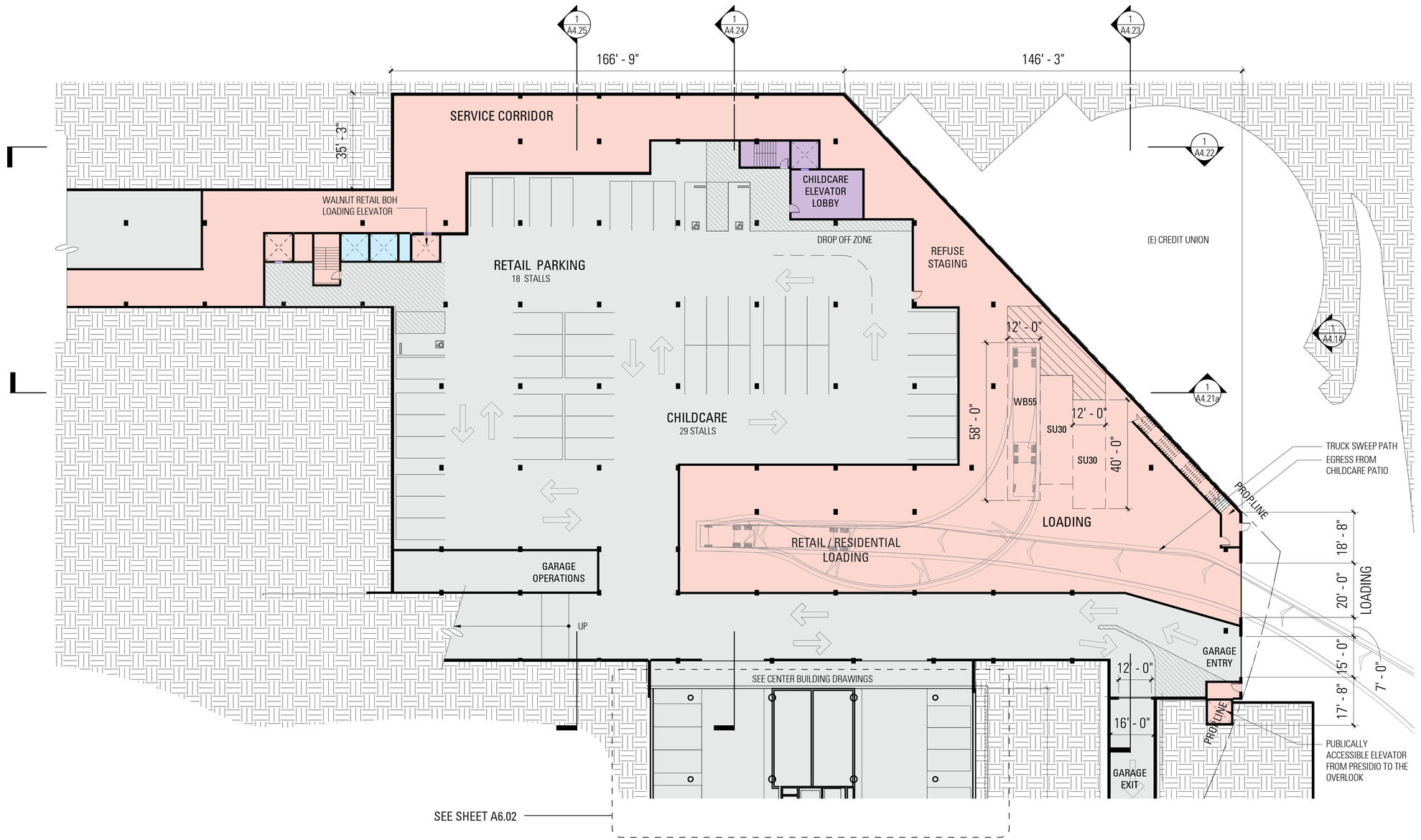
3333 CALIFORNIA STREET SAN FRANCISCO, CA

"PLAZA BLDG B" PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

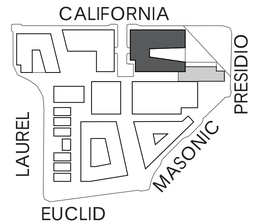
07.03.2019
PLANNING APPLICATION RESUBMITTAL

A3.60



CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



PLAN LEVEL B3 +239

SEE SHEET A1.01 FOR MORE INFORMATION

3333 CALIFORNIA STREET SAN FRANCISCO, CA

"WALNUT" OFFICE BUILDING PLANS - LEVEL B3

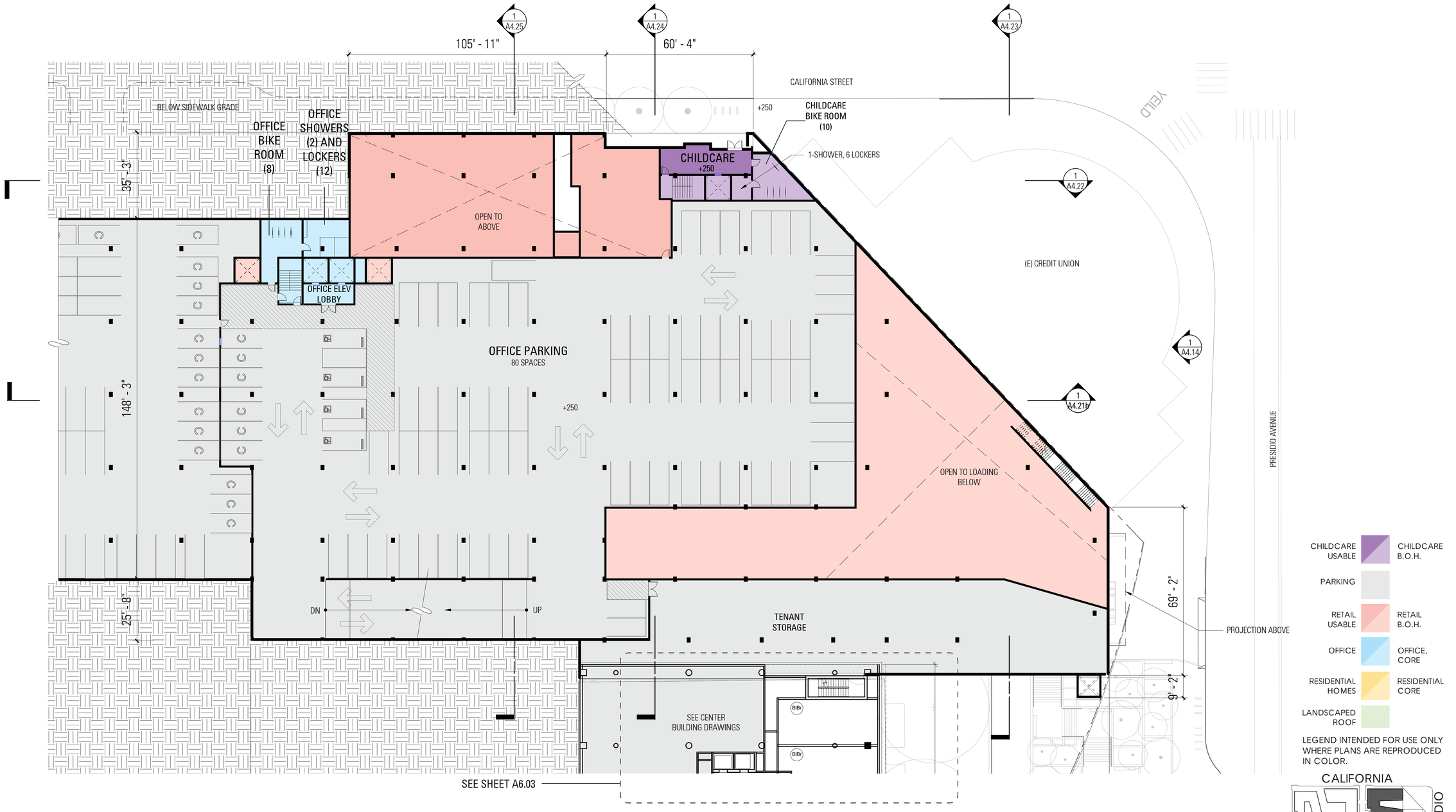
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10' 20' 40' 60'

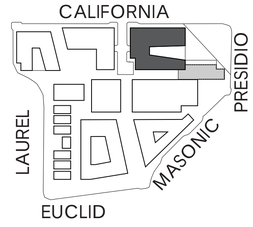
N

A4.00



CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



PLAN LEVEL B2 +250

SEE SHEET A1.02 FOR MORE INFORMATION

3333 CALIFORNIA STREET SAN FRANCISCO, CA

"WALNUT" OFFICE BUILDING PLANS - LEVEL B2

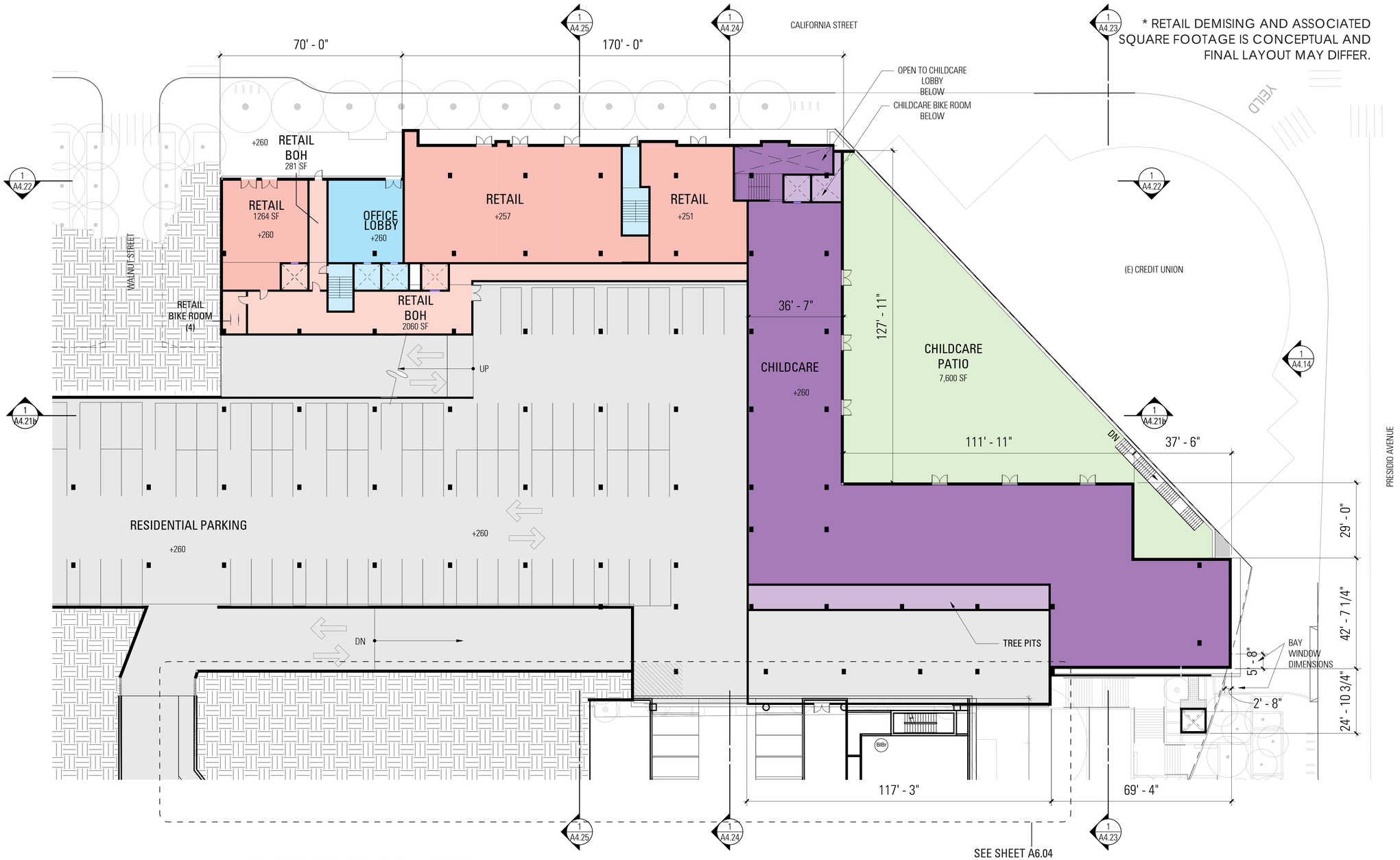
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10' 20' 40' 60'

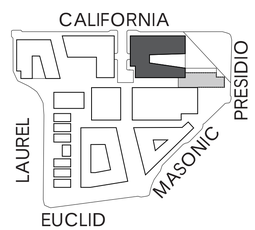
N

A4.01



CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



PLAN LEVEL B1 +260' (F.F. VARIES ACROSS FLOOR LEVEL)

SEE SHEET A1.03 FOR MORE INFORMATION

3333 CALIFORNIA STREET SAN FRANCISCO, CA

"WALNUT" OFFICE BUILDING PLANS - B1

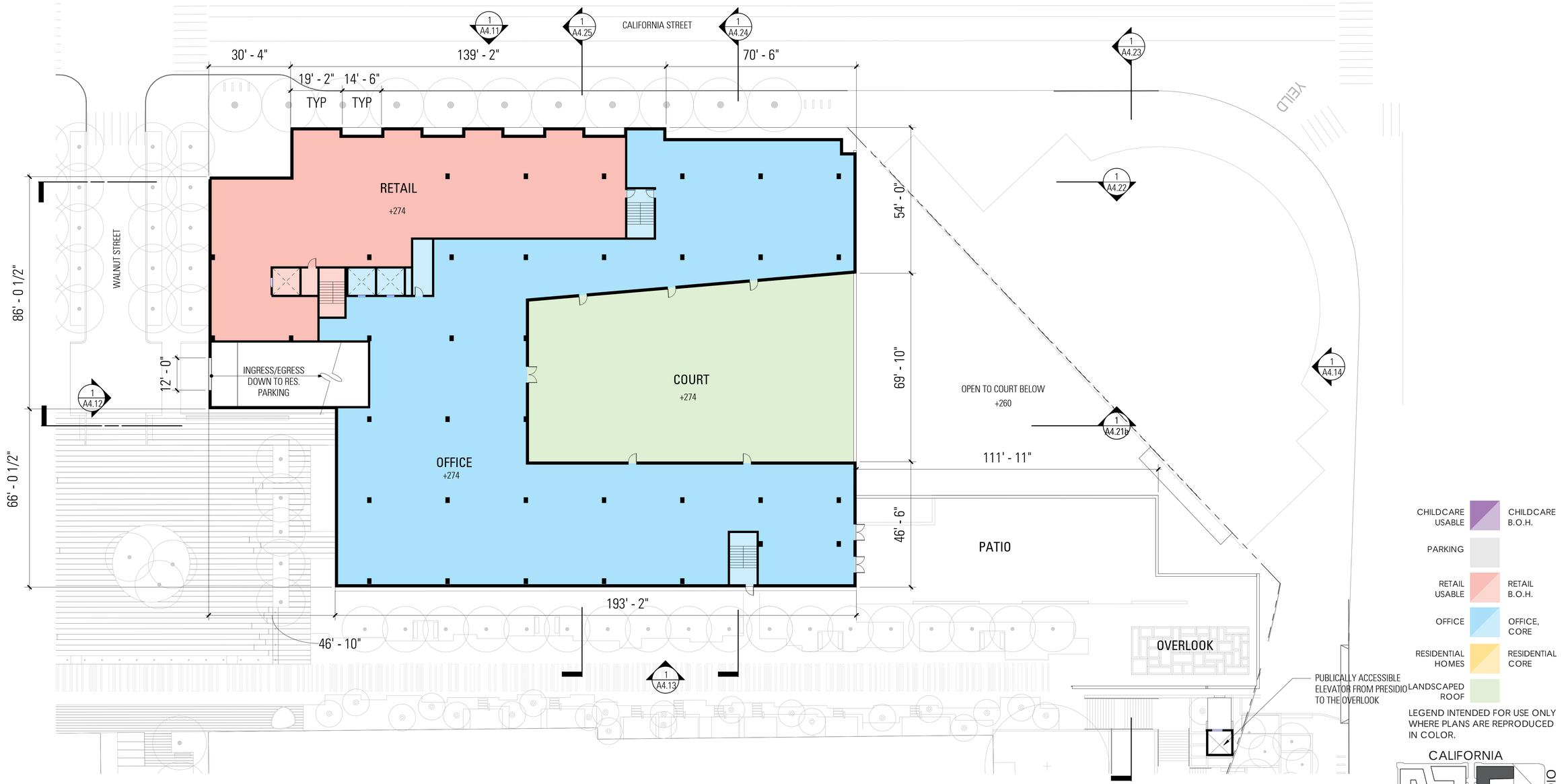
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10' 20' 40' 60'

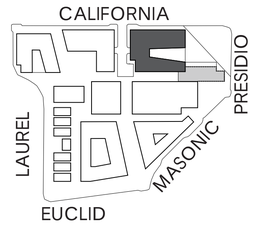
N

A4.02



CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



PLAN LEVEL 1 +274'

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

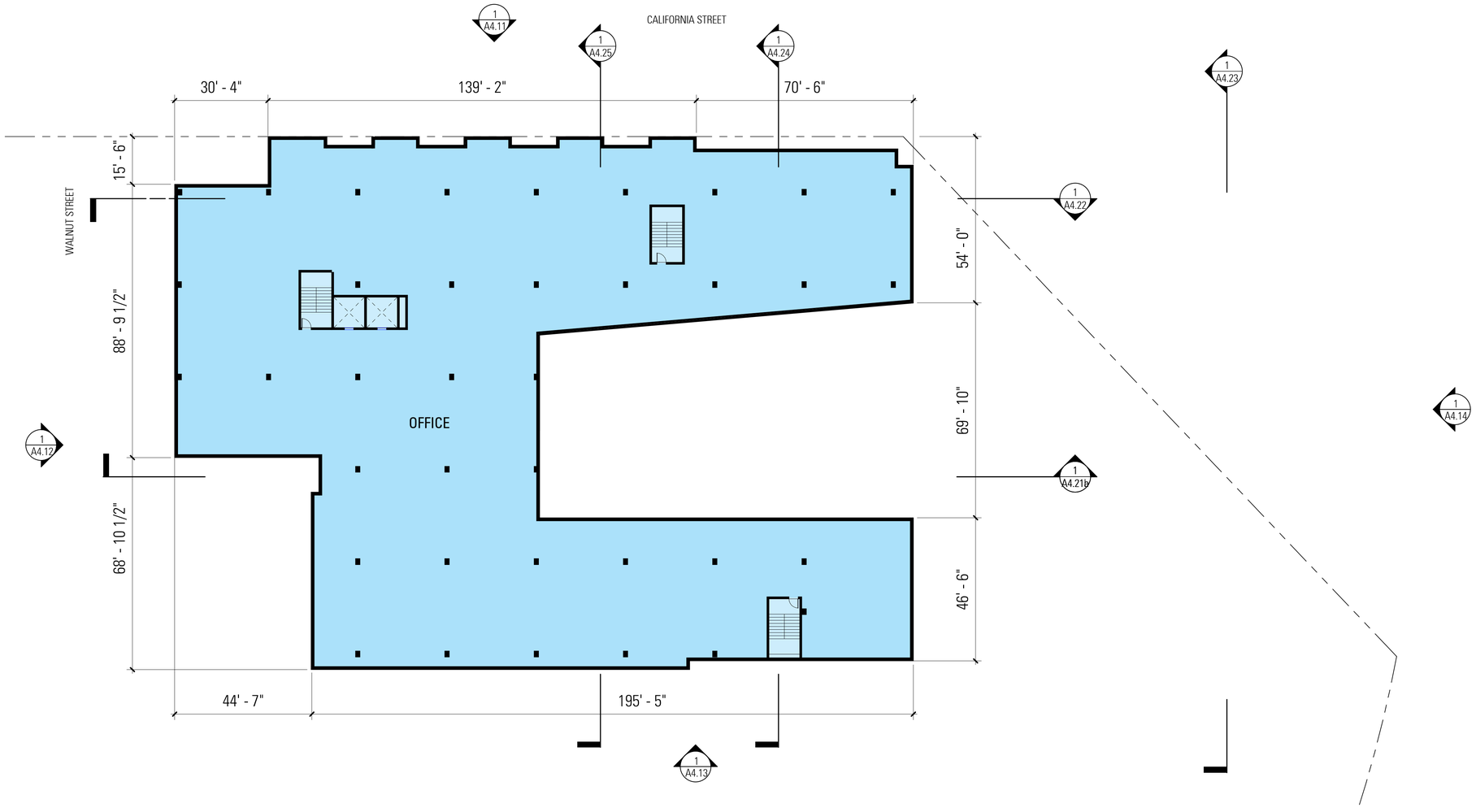
"WALNUT" OFFICE BUILDING PLANS - LEVEL 1

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10' 20' 40' 60'

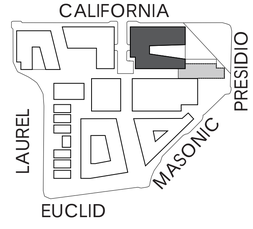
A4.03

COPYRIGHT© 2017 BAR architects



CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



PLAN LEVEL 2 +291’

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

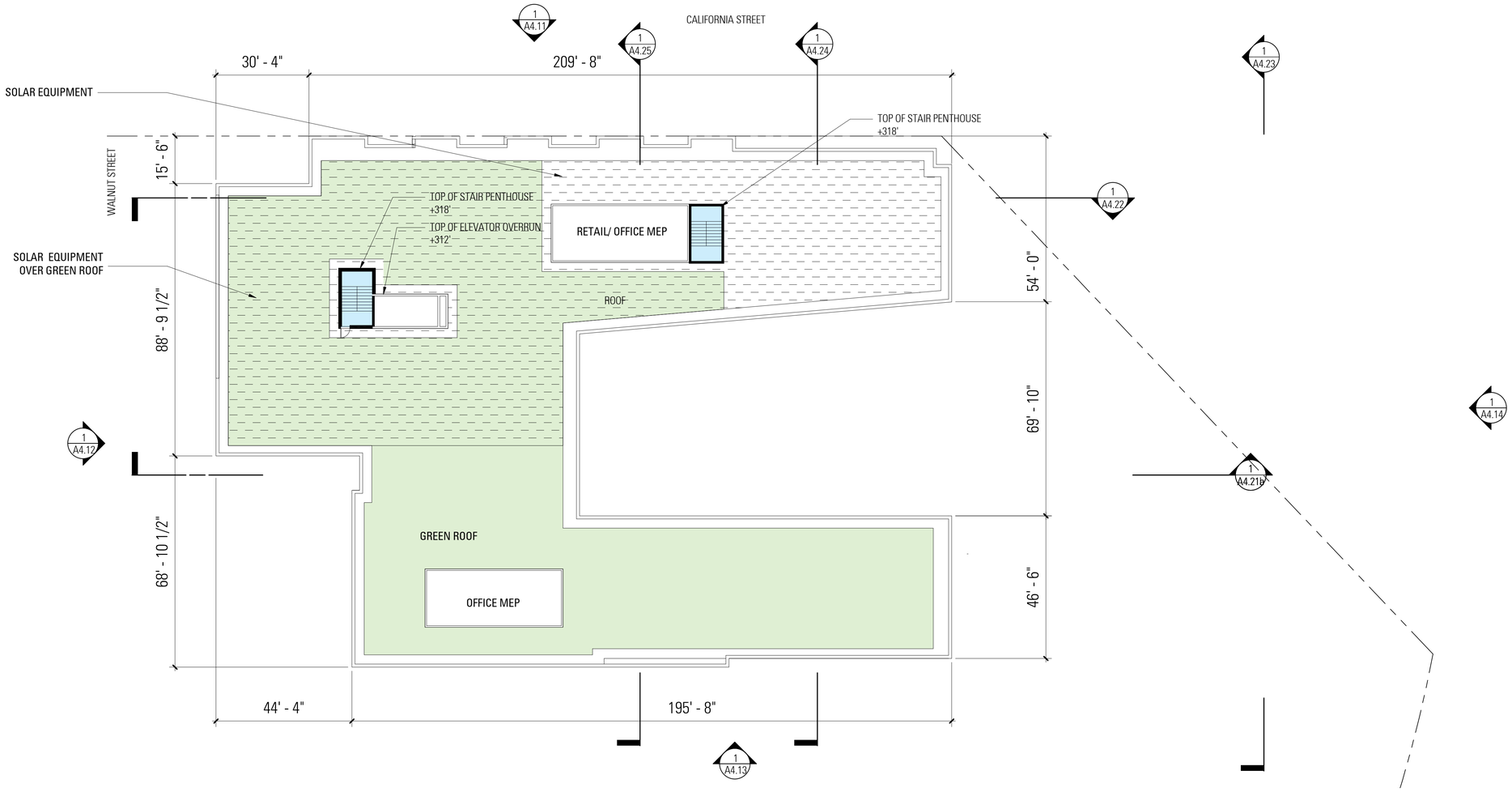
“WALNUT” OFFICE BUILDING PLANS - LEVEL 2

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10’ 20’ 40’ 60’

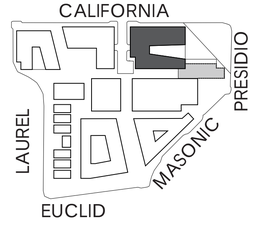
A4.04

COPYRIGHT© 2017 BAR architects



CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



ROOF PLAN +307’

NOTE: MEP LAYOUT IS CONCEPTUAL

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

“WALNUT” OFFICE BUILDING PLANS - LEVEL ROOF

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 10’ 20’ 40’ 60’

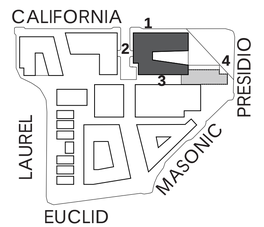
A4.05



MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

1. CALIFORNIA STREET ELEVATION (NORTH) WITH ILLUSTRATIVE PLAN AT LEVEL 2



3333 CALIFORNIA STREET SAN FRANCISCO, CA

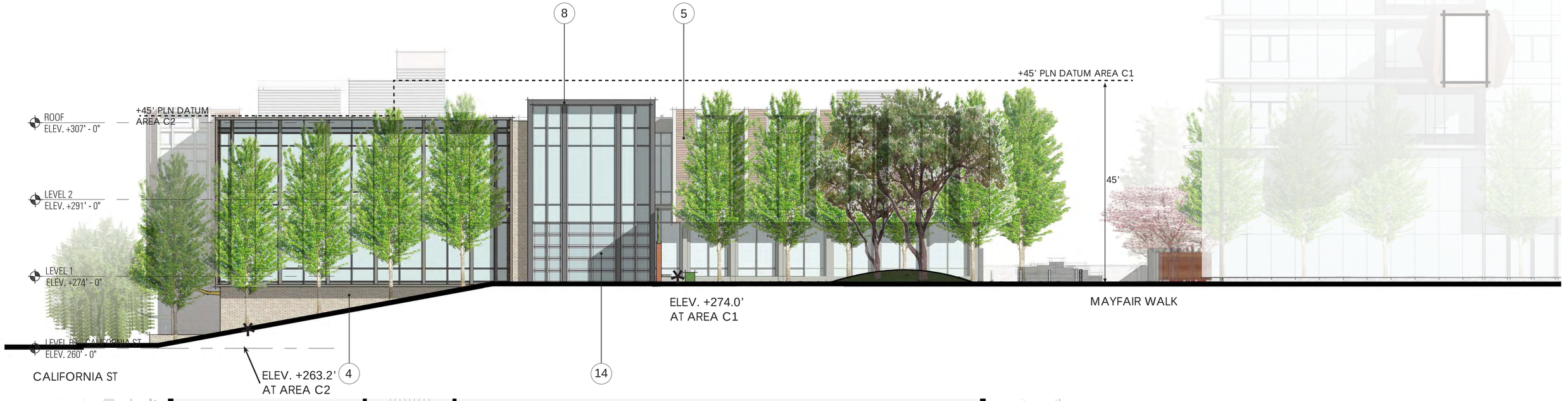
"WALNUT" OFFICE BUILDING ELEVATIONS

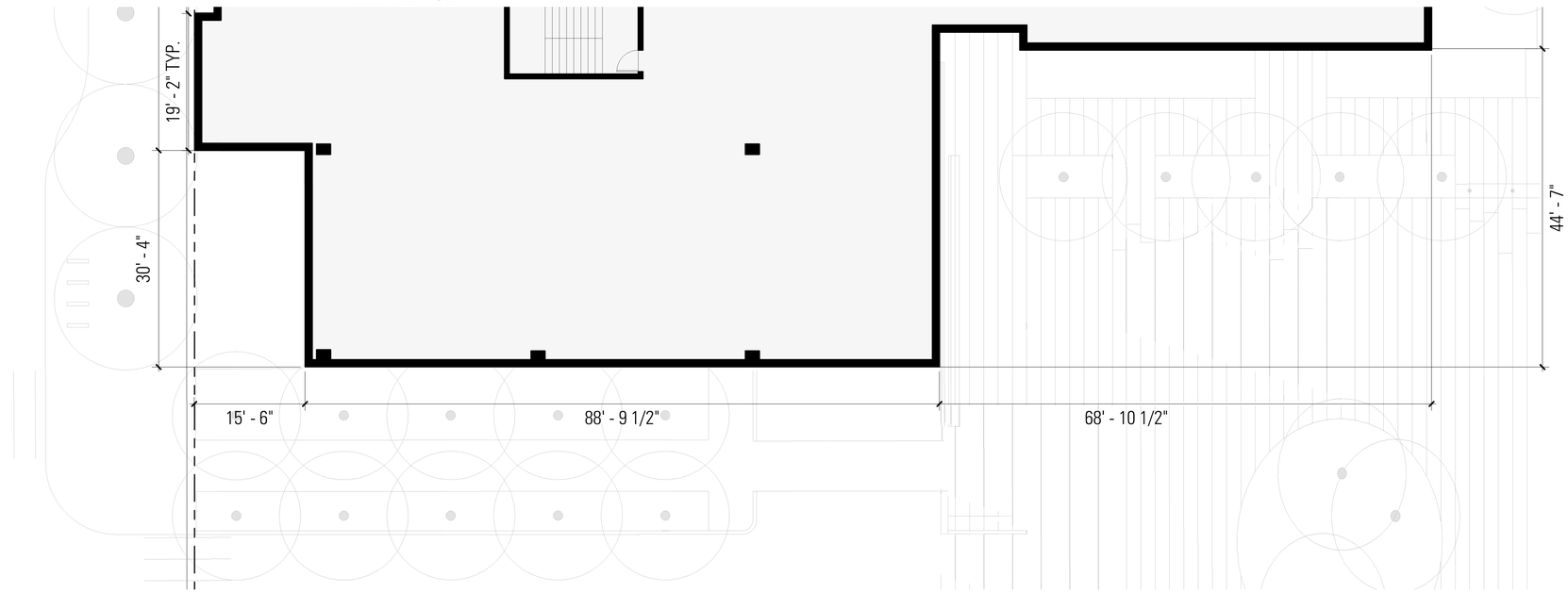
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

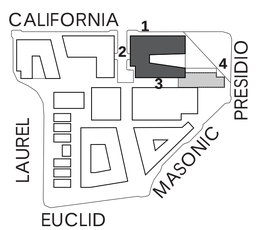
A4.11





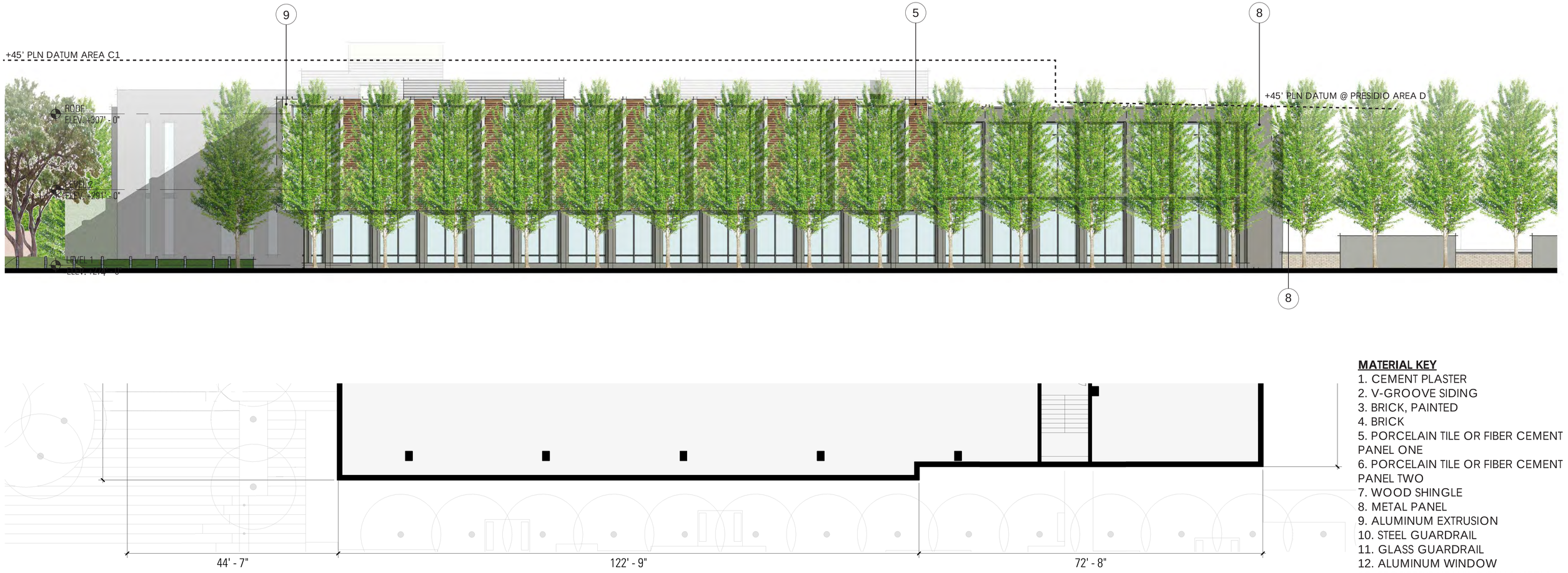
MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE



2. WALNUT STREET ELEVATION (WEST) WITH ILLUSTRATIVE PLAN AT LEVEL 2

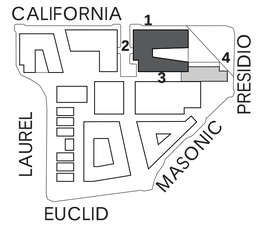
*BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT, SEE SHEET G3.04



MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

3. MAYFAIR WALK ELEVATION (SOUTH) WITH ILLUSTRATIVE PLAN AT LEVEL 2



3333 CALIFORNIA STREET SAN FRANCISCO, CA

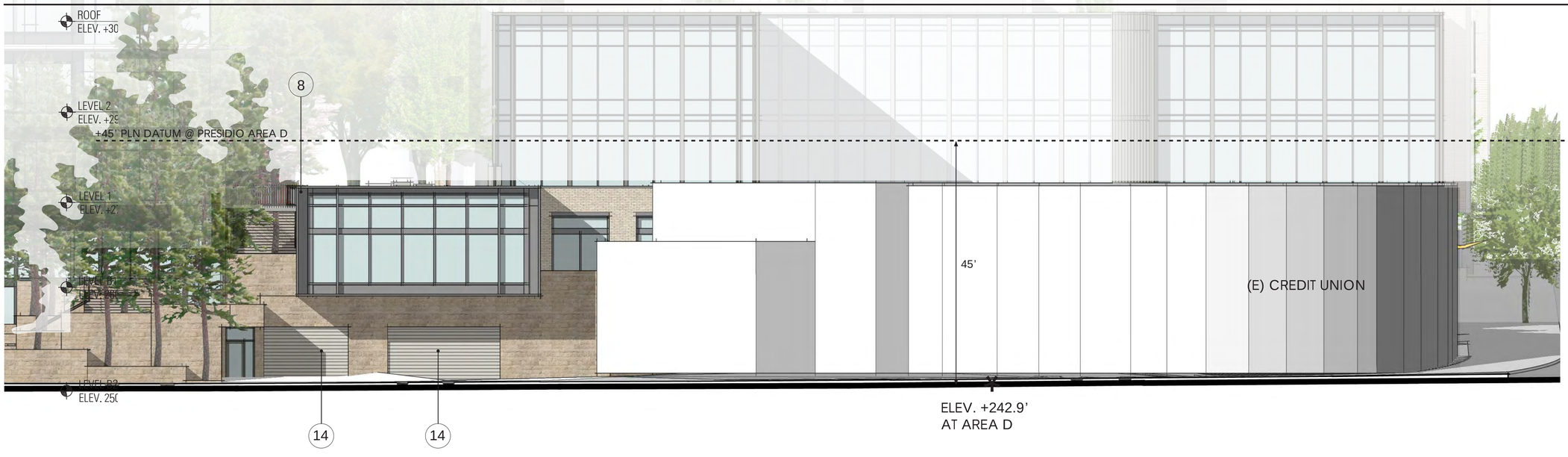
"WALNUT" OFFICE BUILDING ELEVATIONS

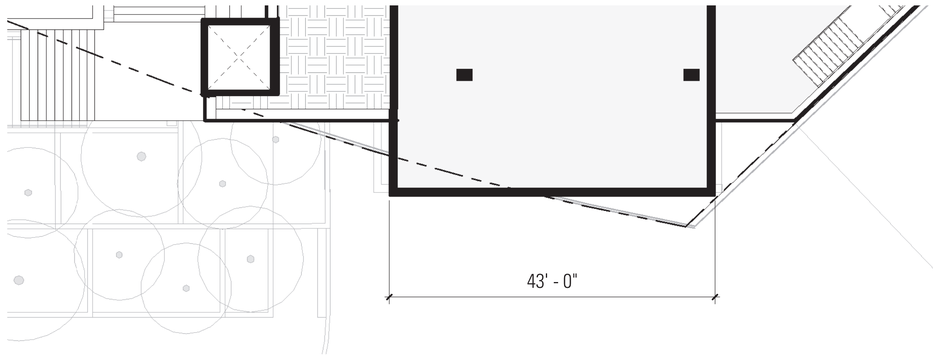
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

A4.13



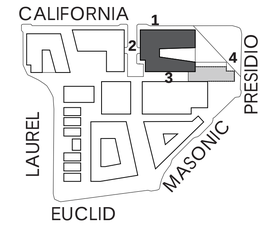


MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

4-A. PRESIDIO ELEVATION (EAST) WITH ILLUSTRATIVE PLAN AT LEVEL B1

*BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT, SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

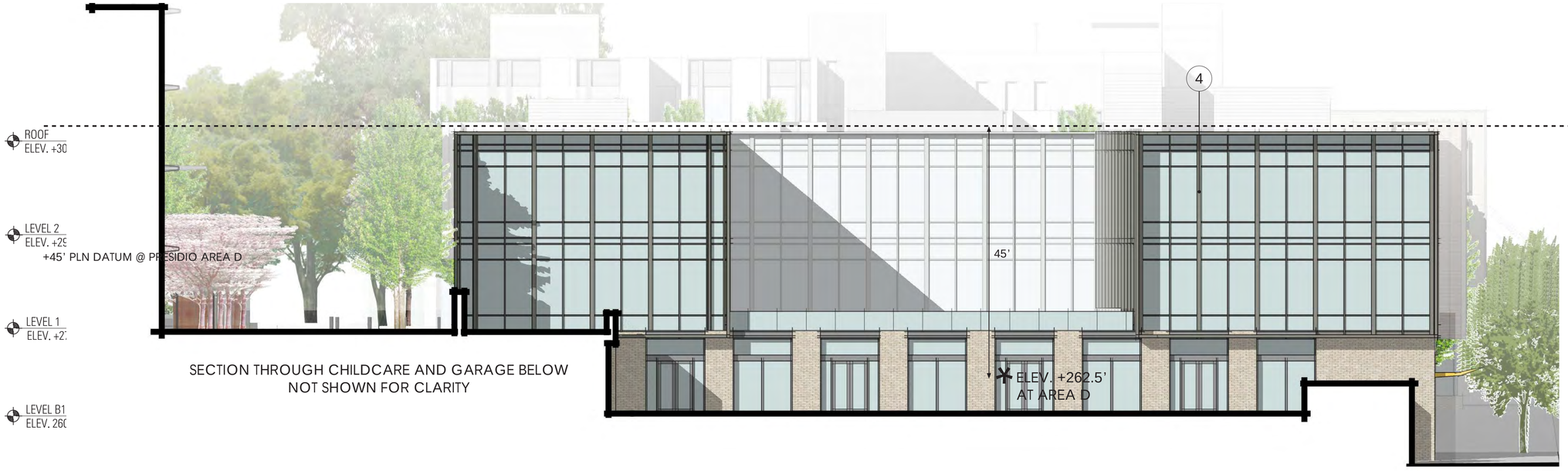
"WALNUT" OFFICE BUILDING ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

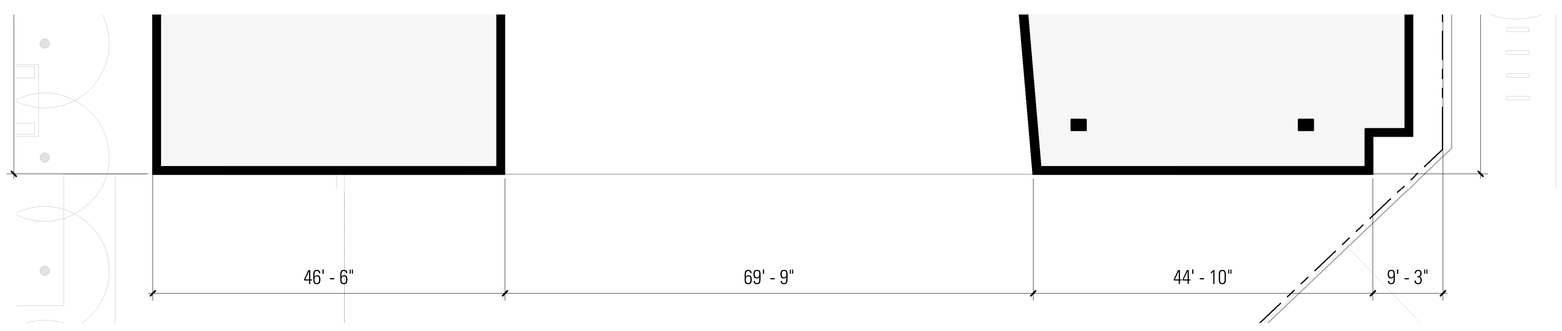
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

A4.14



SECTION THROUGH CHILDCARE AND GARAGE BELOW
NOT SHOWN FOR CLARITY

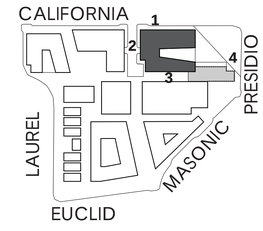


MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

4-B. PRESIDIO ELEVATION (EAST) WITH ILLUSTRATIVE PLAN AT LEVEL 2

*BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT, SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

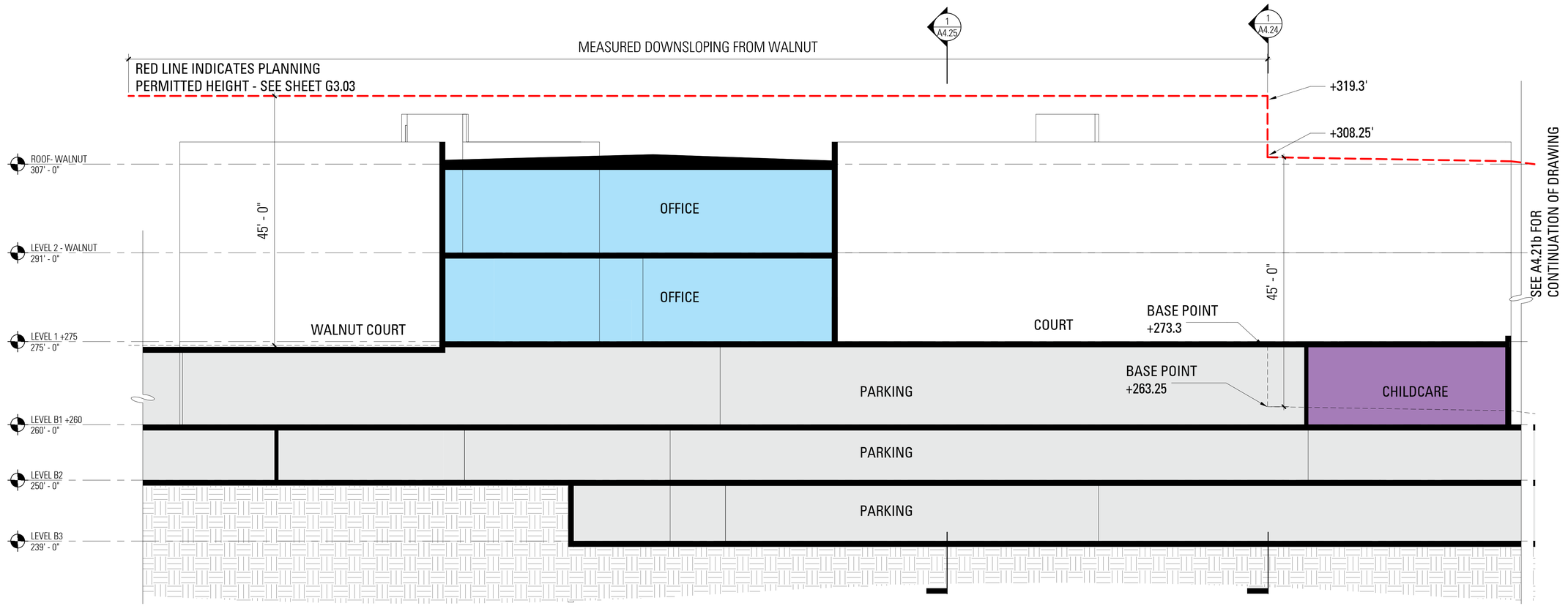
"WALNUT" OFFICE BUILDING ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

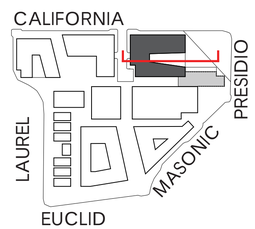
0 5' 10' 20' 30'

A4.15



1A. “WALNUT” EAST/WEST SECTION A LOOKING NORTH

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“WALNUT” OFFICE BUILDING SECTION

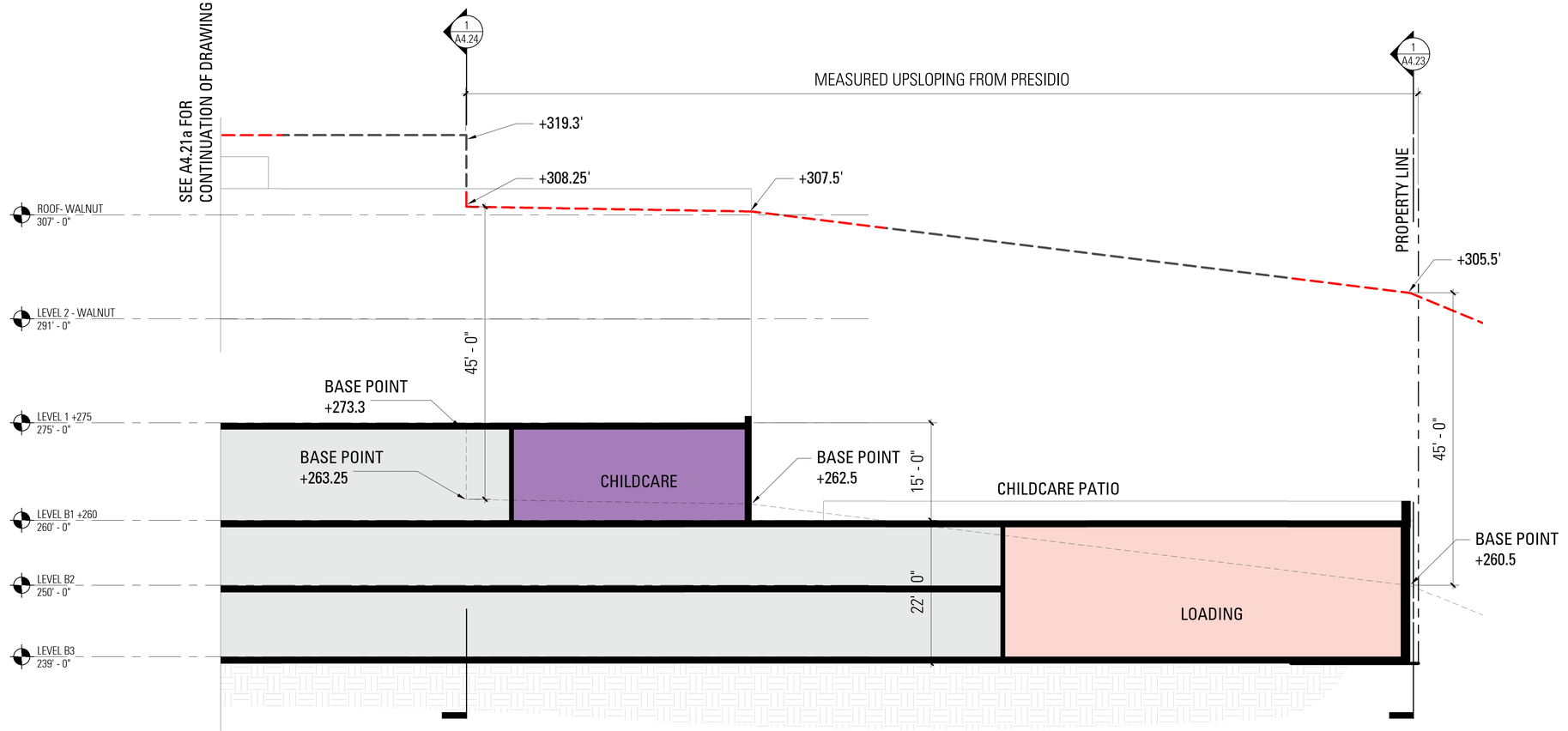
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5’ 10’ 20’ 30’

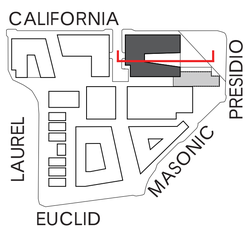
A4.21a

COPYRIGHT © 2017 BAR architects



1B. “WALNUT” EAST/WEST SECTION B LOOKING NORTH

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“WALNUT” OFFICE BUILDING SECTION

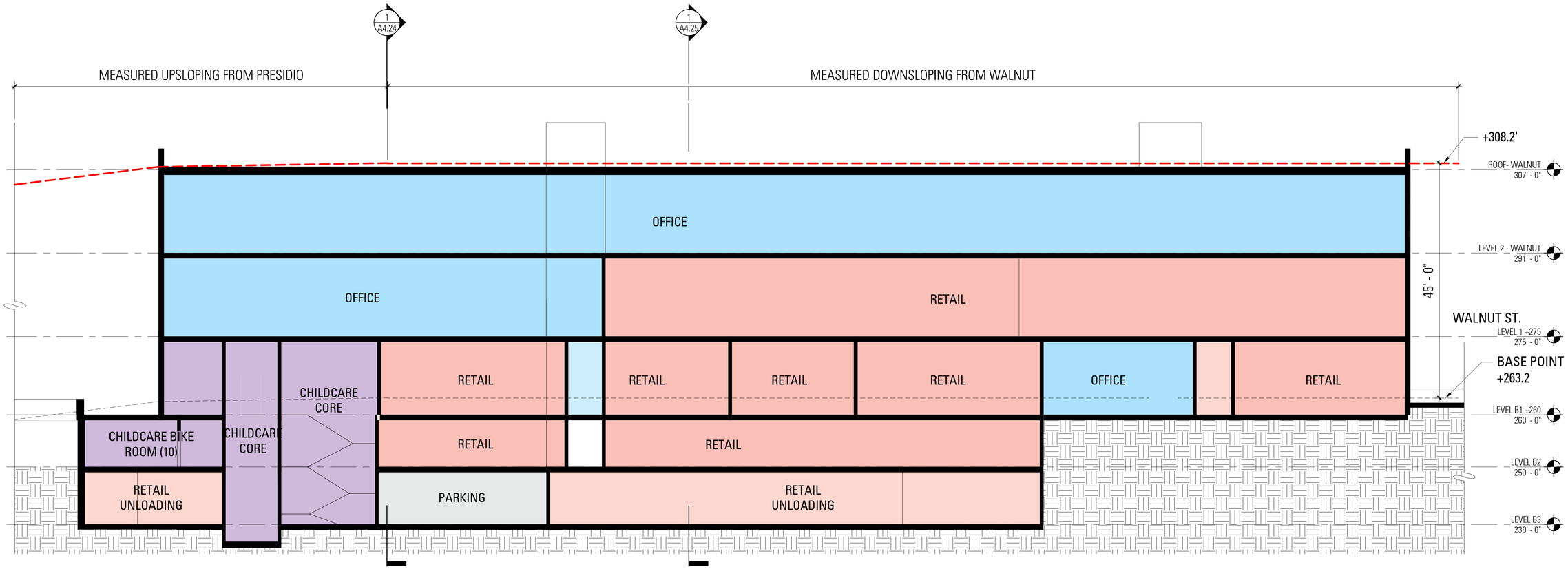
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5’ 10’ 20’ 30’

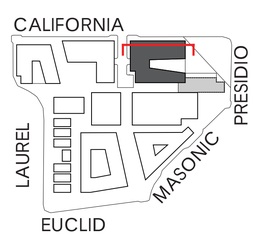
A4.21b

COPYRIGHT © 2017 BAR architects



1. “WALNUT” EAST/WEST SECTION LOOKING SOUTH

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“WALNUT” OFFICE BUILDING SECTION

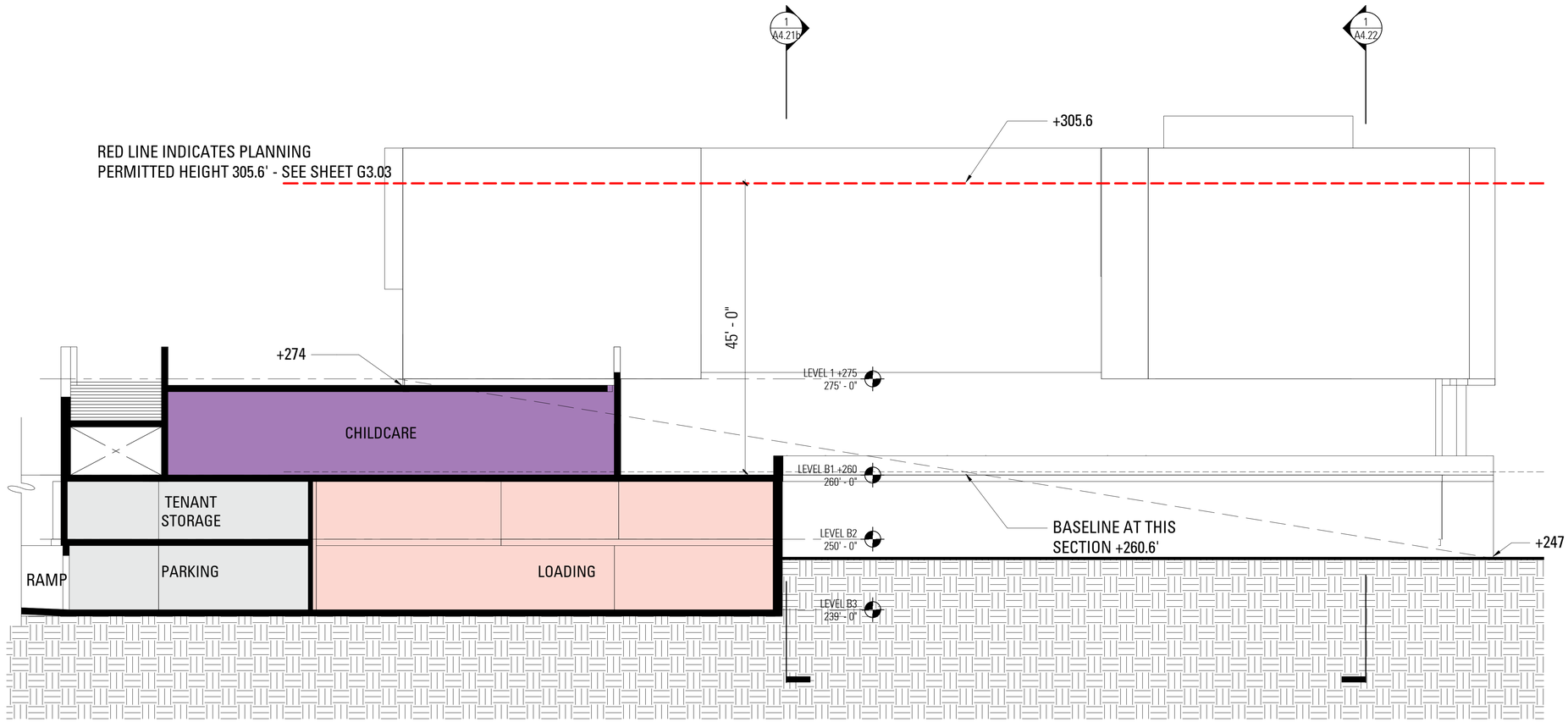
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5’ 10’ 20’ 30’

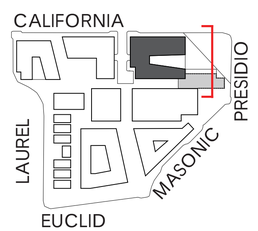
A4.22

COPYRIGHT © 2017 BAR architects



1. “WALNUT” NORTH/SOUTH SECTION THROUGH OVERLOOK

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“WALNUT” OFFICE BUILDING SECTION

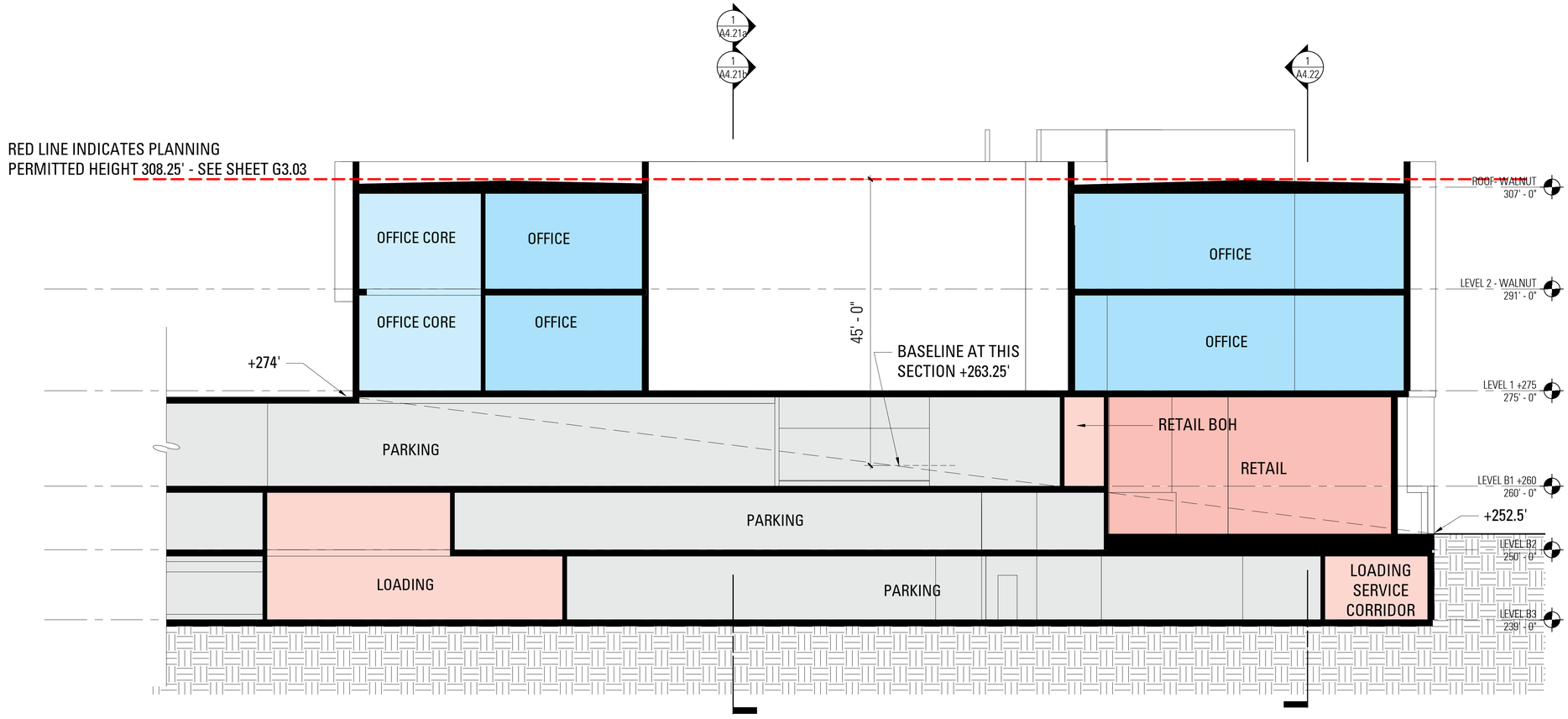
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5’ 10’ 20’ 30’

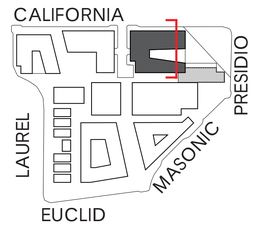
A4.23

COPYRIGHT © 2017 BAR architects



1. “WALNUT” NORTH/SOUTH SECTION

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

“WALNUT” OFFICE BUILDING SECTION

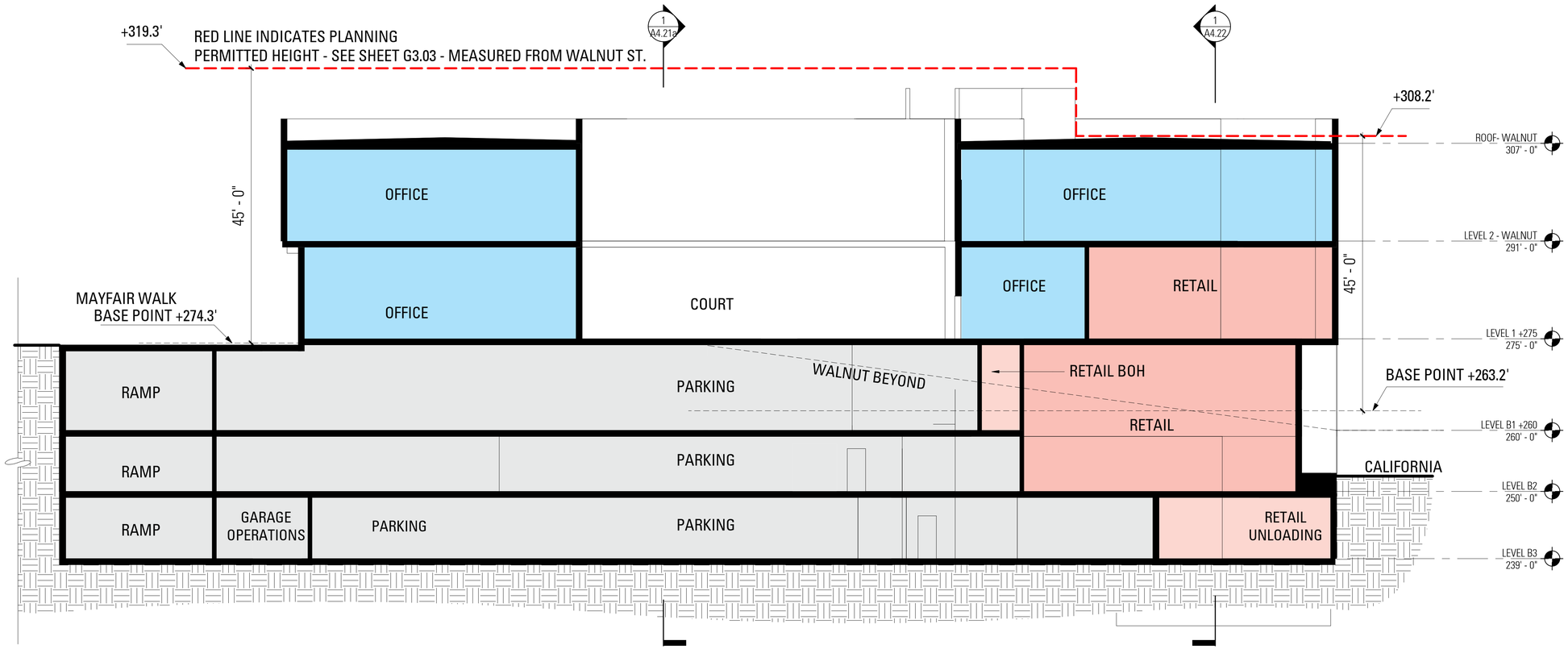
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5’ 10’ 20’ 30’

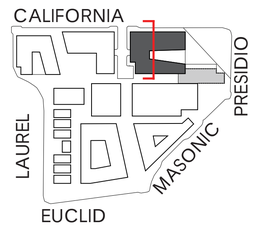
A4.24

COPYRIGHT © 2017 BAR architects



1. “WALNUT” NORTH/SOUTH SECTION

1”=10’



3333 CALIFORNIA STREET SAN FRANCISCO, CA

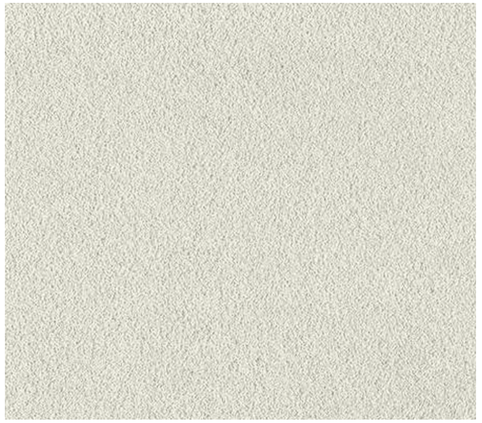
“WALNUT” OFFICE BUILDING SECTION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5’ 10’ 20’ 30’

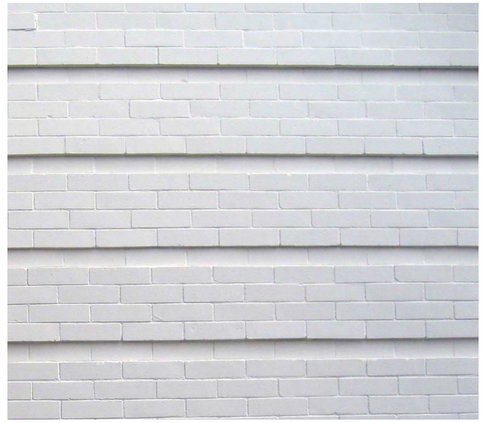
A4.25



1 CEMENT PLASTER



2 V-GROOVE SIDING



3 BRICK, PAINTED



4 BRICK



5 PORCELAIN TILE OR FIBER CEMENT PANEL ONE



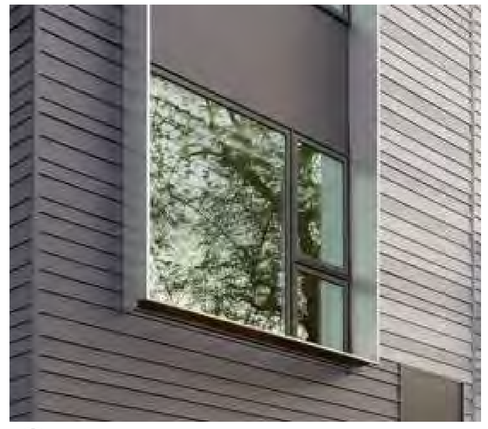
6 PORCELAIN TILE OR FIBER CEMENT PANEL TWO



7 WOOD SHINGLE



8 METAL PANEL



9 ALUMINUM EXTRUSION



10 STEEL GUARDRAIL



11 GLASS GUARDRAIL



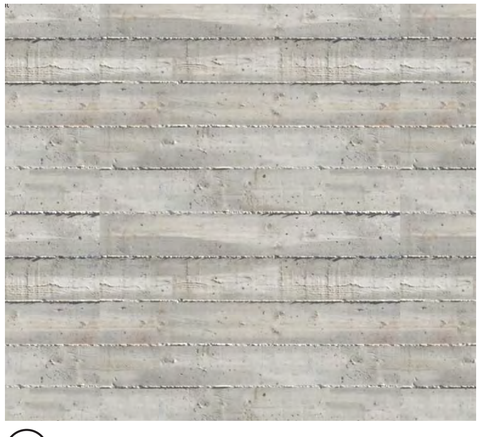
12 ALUMINUM WINDOW



13 STOREFRONT WINDOW SYSTEM



14 VENTILATED GARAGE DOOR



15 BOARD FORMED CONCRETE

3333 CALIFORNIA STREET SAN FRANCISCO, CA

NOTE: NOT ALL COLORS REPRESENTED

MATERIAL BOARD

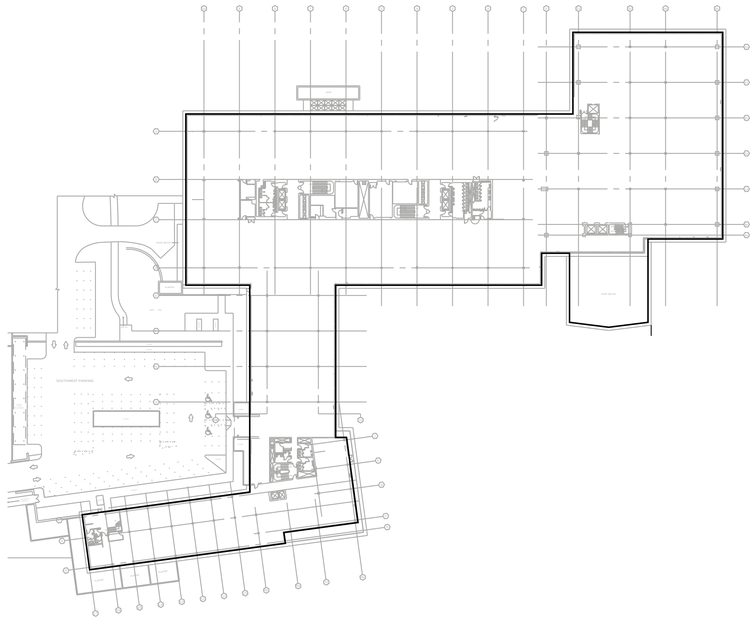
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

A4.50

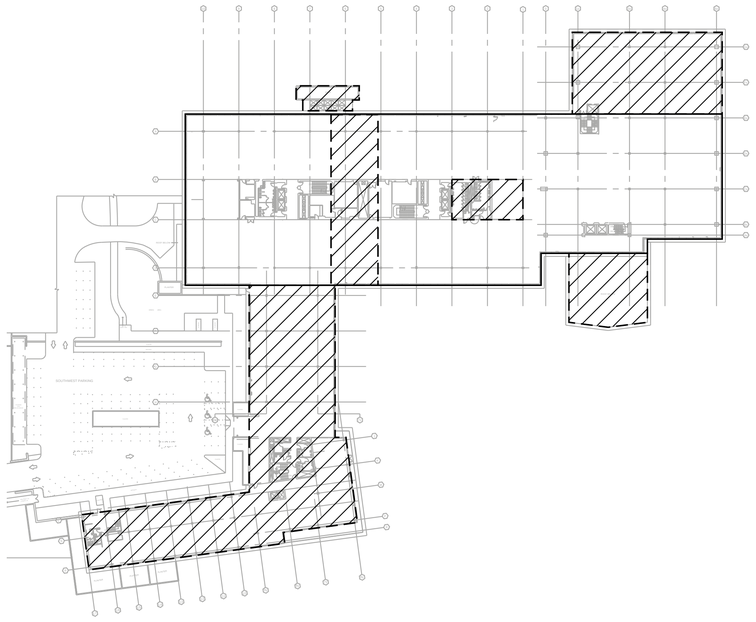
EXISTING BUILDING

362,300 GSF
(not including parking or annex)



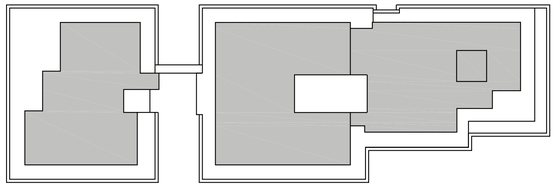
PROPOSED DEMOLITION

186,000 GSF DEMOLISHED
(not including parking)



PROPOSED BUILDING

321,400 GSF
(not including parking)



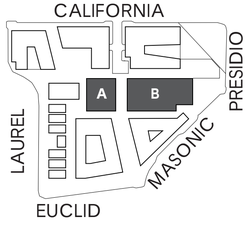
CENTER A

CENTER B

EXISTING

PROPOSED DEMOLITION

PROPOSED ADDITION



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EXISTING CONDITIONS + PROPOSED ADAPTATION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

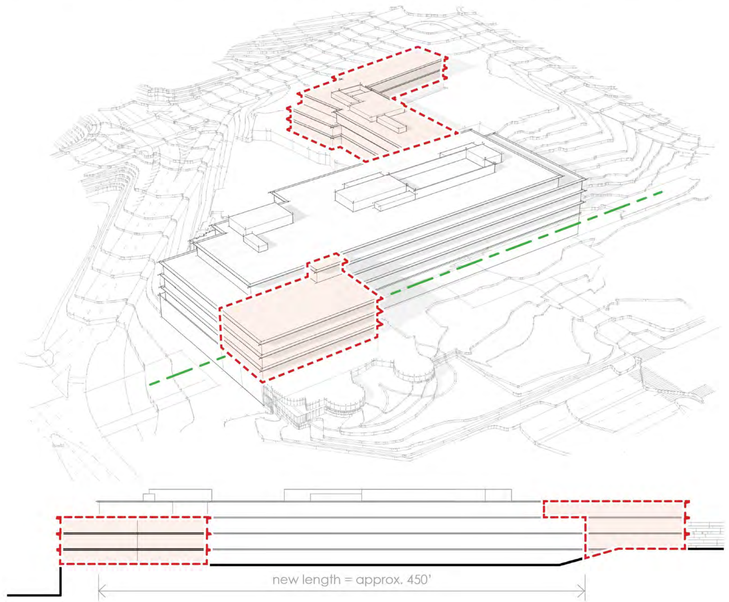
7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

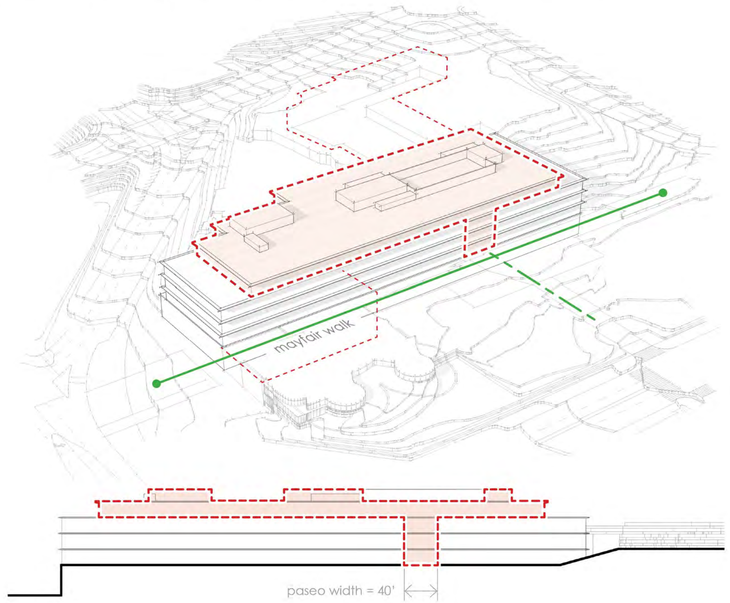
N

A6.00

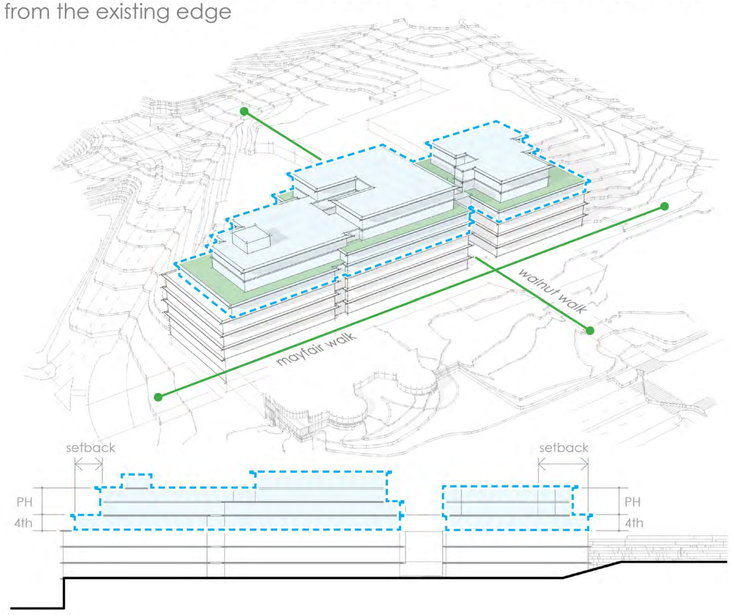
1 Partial demolition of existing structure, freeing up Mayfair Walk axis



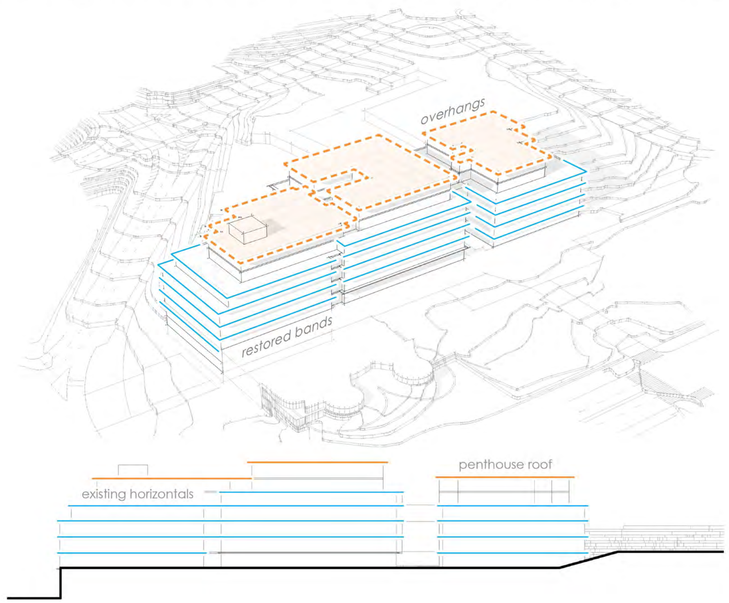
2 Remove existing 4th floor and cut opening for Walnut Walk axis



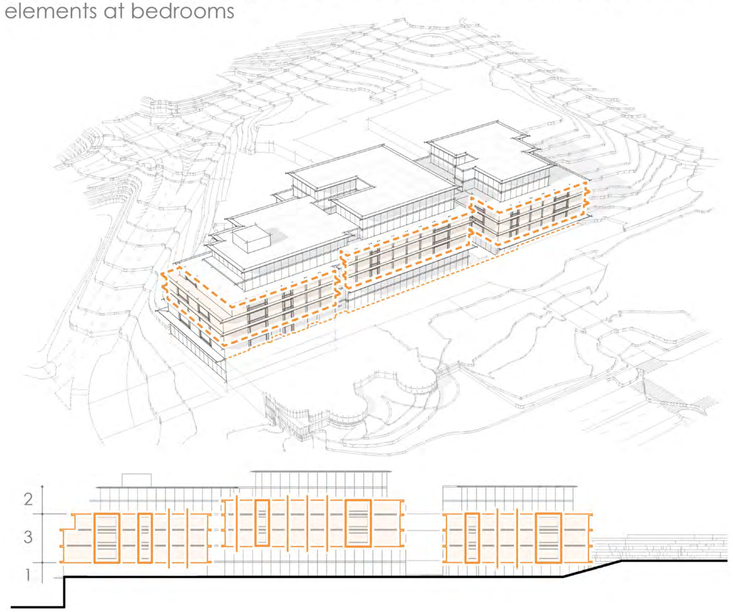
3 Rebuild 4th floor and add two additional 'penthouse' floors set back from the existing edge



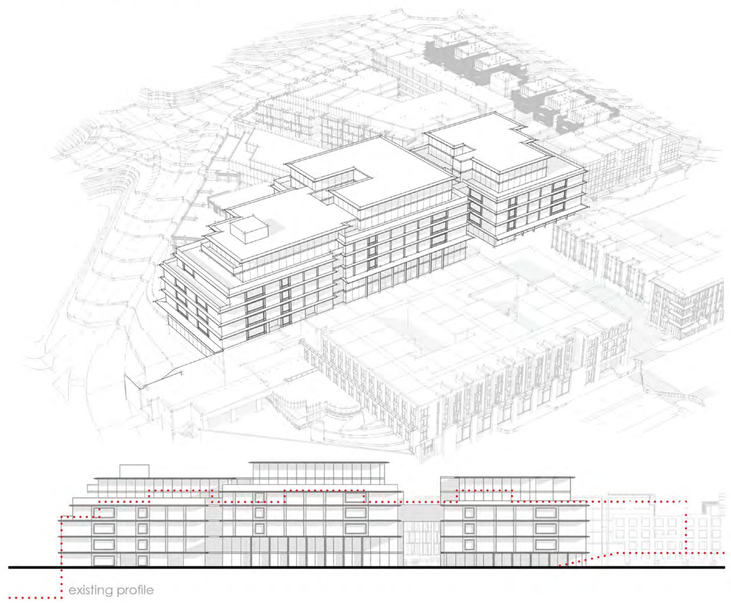
4 Restore horizontal bands and add warm soffits to penthouse overhangs



5 Articulate with low-iron glass, recesses at demising walls and windows elements at bedrooms



6 Completed design



3333 CALIFORNIA STREET SAN FRANCISCO, CA

ADAPTIVE REUSE STRATEGY

PRADO GROUP · SKS · JAMES CORNER FIELD OPERATIONS · MSLA · ARUP · BAR architects · JENSEN · SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.01



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B: LEVEL B3 PLAN - elev. 239'-6"

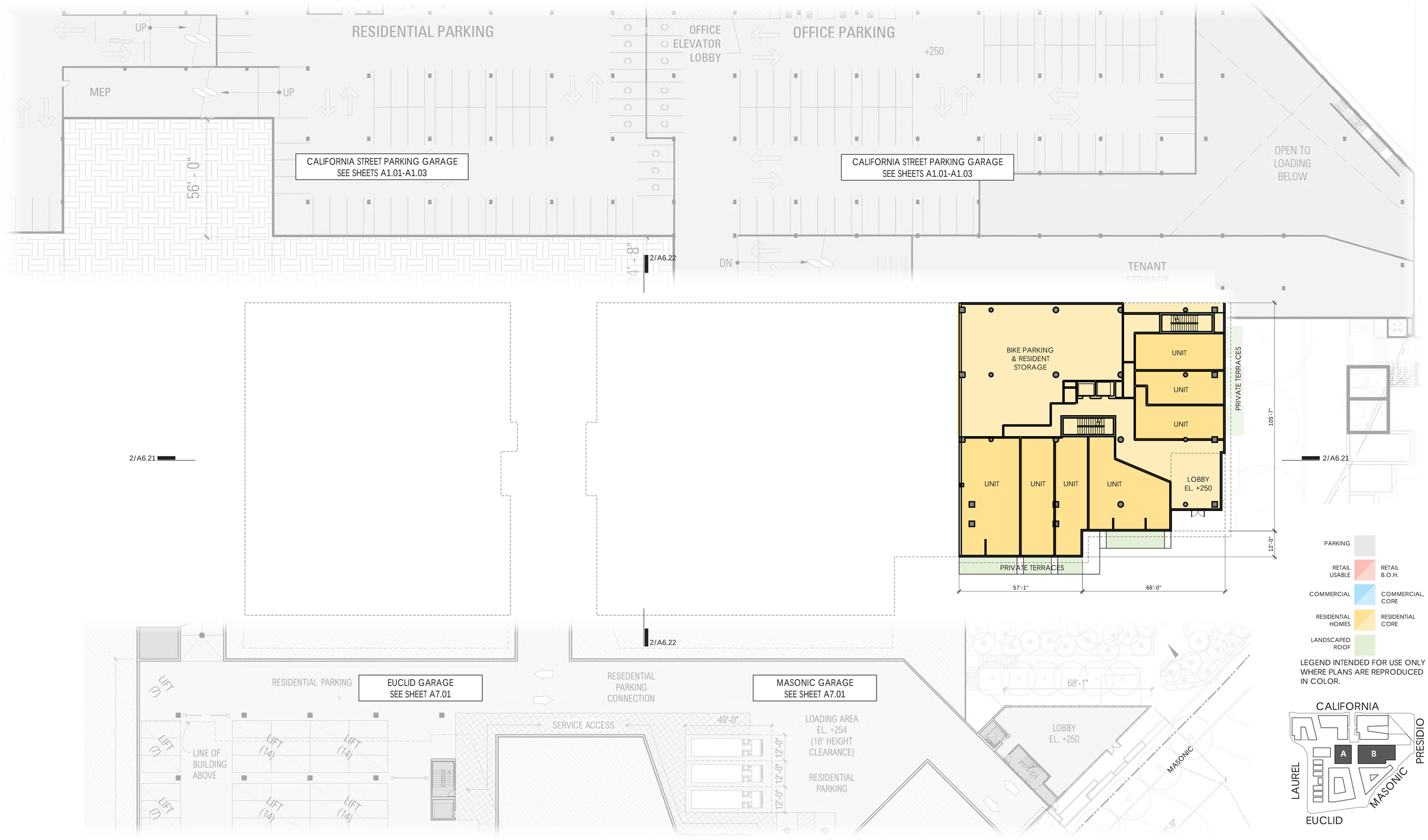
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.02



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER B: LEVEL B2 PLAN - elev. 250'-0"

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.03

RAMP TO RETAIL PARKING

RETAIL BIKE ROOM (10)

+274

UP

DN

CHILDCARE

+260

CHILDCARE PATIO

7,600 SF

CALIFORNIA STREET PARKING GARAGE
SEE SHEETS A1.01-A1.03

RESIDENTIAL PARKING

CALIFORNIA STREET PARKING GARAGE
SEE SHEETS A1.01-A1.03

56'-0"

5"

TREE PITS

2/A6.22

MEP

106'-10"

2/A6.21

DRIVE-WAY

LOBBY

LOBBY

STORAGE

PARKING 6 SPACES

BIKE PARK-ING

BIKE PARKING

UNIT

UNIT

UNIT

UNIT

UNIT

UNIT

UNIT

UNIT

UNIT

OPEN TO BELOW

80'-11"

2/A6.21

PARKING

RETAIL USABLE

RETAIL B.O.H.

COMMERCIAL

COMMERCIAL, CORE

RESIDENTIAL HOMES

RESIDENTIAL CORE

LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.

2/A6.22

RESIDENTIAL PARKING

EUCLID GARAGE
SEE SHEET A7.01

RESEDENTIAL PARKING CONNECTION

MASONIC GARAGE
SEE SHEET A7.01

LIFT (7)

LIFT (14)

LINE OF BUILDING ABOVE

SERVICE ACCESS

40'-0"

LOADING AREA EL. +254 (18' HEIGHT CLEARANCE)

12'-0"

RESIDENTIAL PARKING

68'-1"

LOBBY EL. +250

MASONIC

CALIFORNIA

PRESIDIO

LAUREL

MASONIC

EUCLID

A

B

3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER B: LEVEL B1 PLAN - elev. 260'-6"

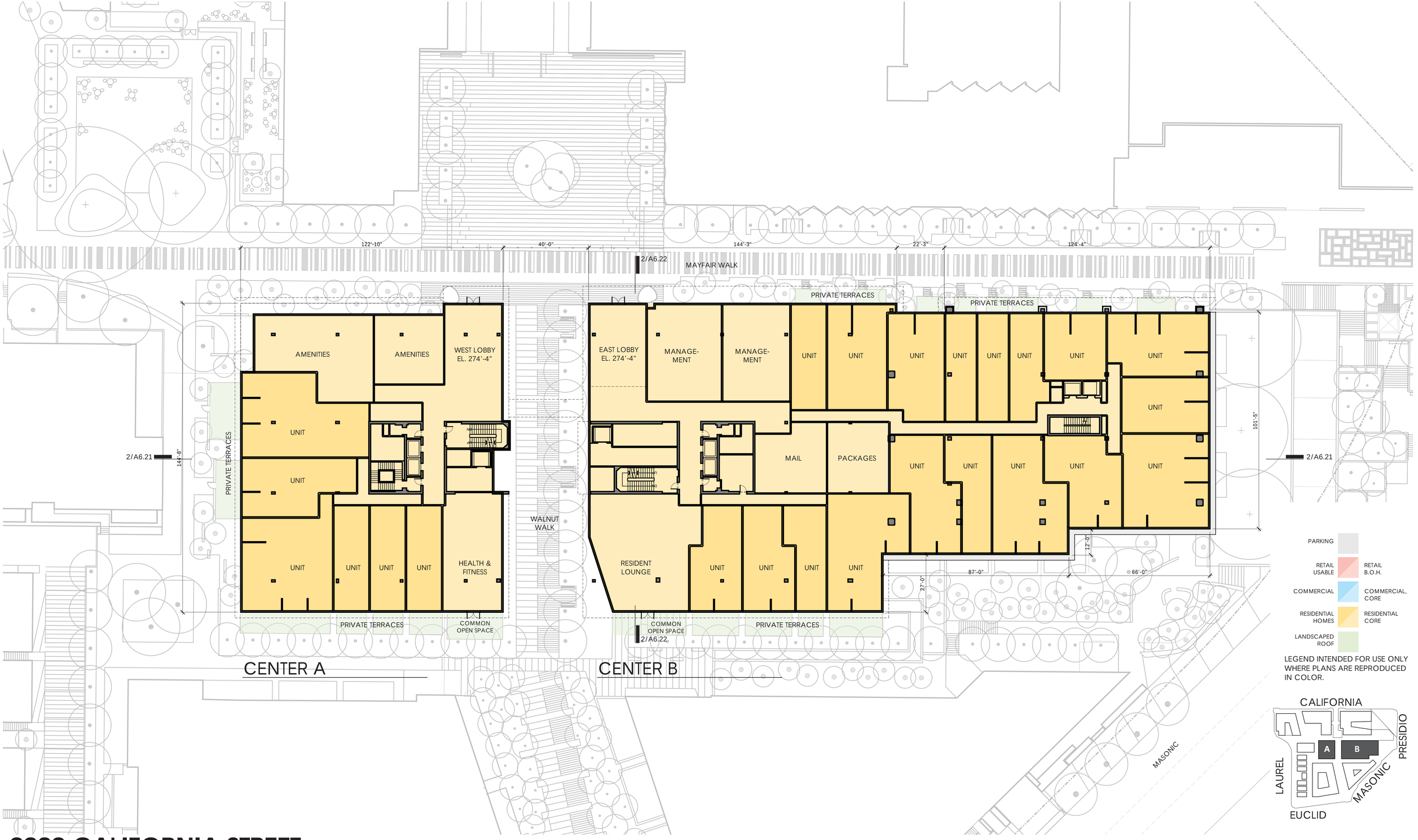
PRADO GROUP · SKS · JAMES CORNER FIELD OPERATIONS · MSLA · ARUP · BAR architects · JENSEN · SCB

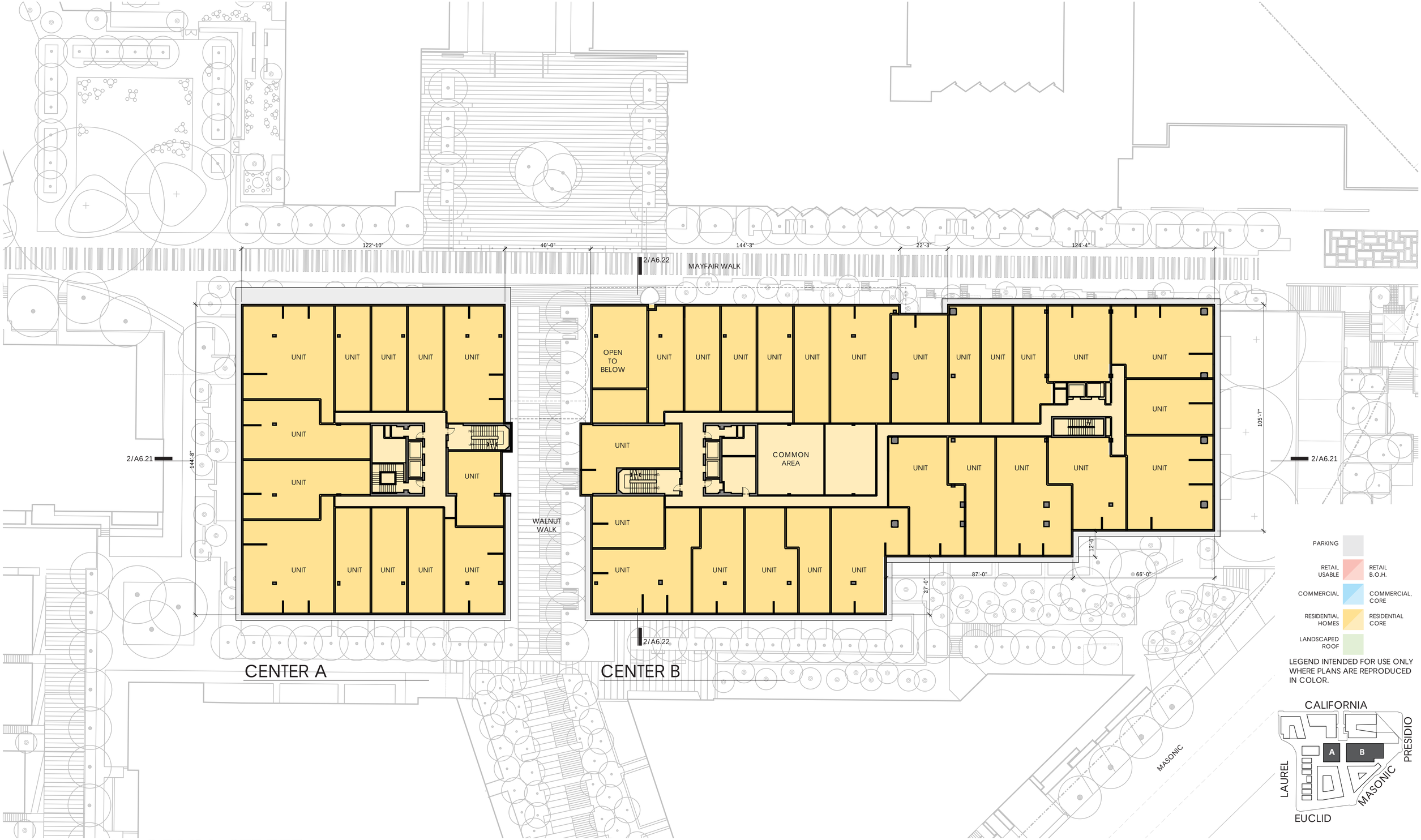
7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.04


122'-10"
40'-0"
144'-3"
22'-3"
124'-4"
2/A6.22
MAYFAIR WALK
PRIVATE TERRACES
PRIVATE TERRACES
AMENITIES
AMENITIES
WEST LOBBY
EL. 274'-4"
EAST LOBBY
EL. 274'-4"
MANAGE-
MENT
MANAGE-
MENT
UNIT
UNIT
UNI



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B: LEVEL L2 PLAN - elev. 288'-2"

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.06

122'-10"
40'-0"
144'-3"
22'-3"
124'-4"
2/A6.22
MAYFAIR WALK
UNIT
LIGHT COURT-
COMMON
OPEN SPACE
WALNUT
WALK
2/A6.21
144'-8"
105'-7"
12'-0"
87'-0"
66'-0"
27'-0"
2/A6.22
CENTER A
CENTER B
MASONIC
PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.
CALIFORNIA
PRESIDIO
LAUREL
MASONIC
EUCLID
A
B

3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B: LEVEL L3 PLAN - elev. 302'-0"

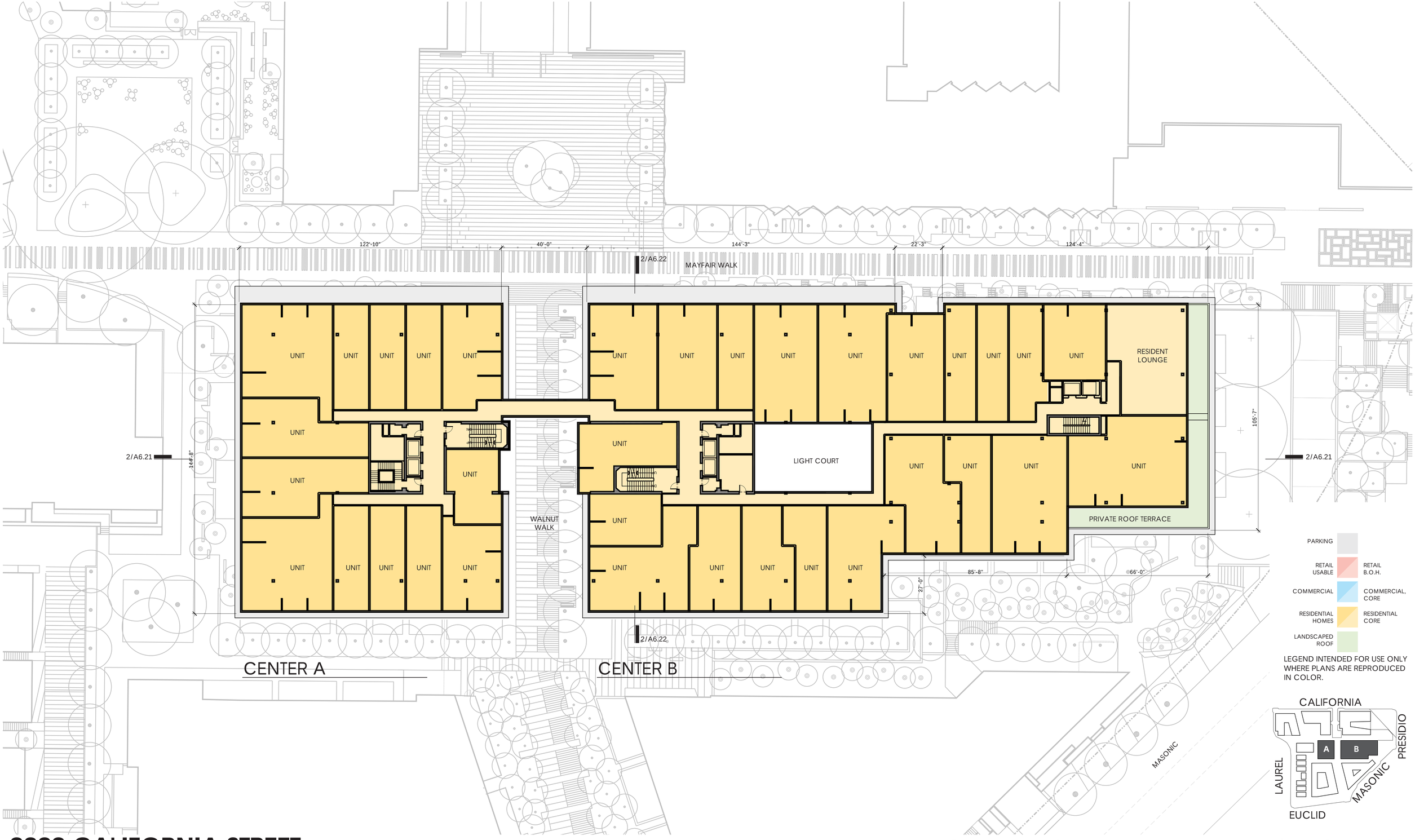
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.07



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B: LEVEL L4 PLAN - elev. 315'-10"

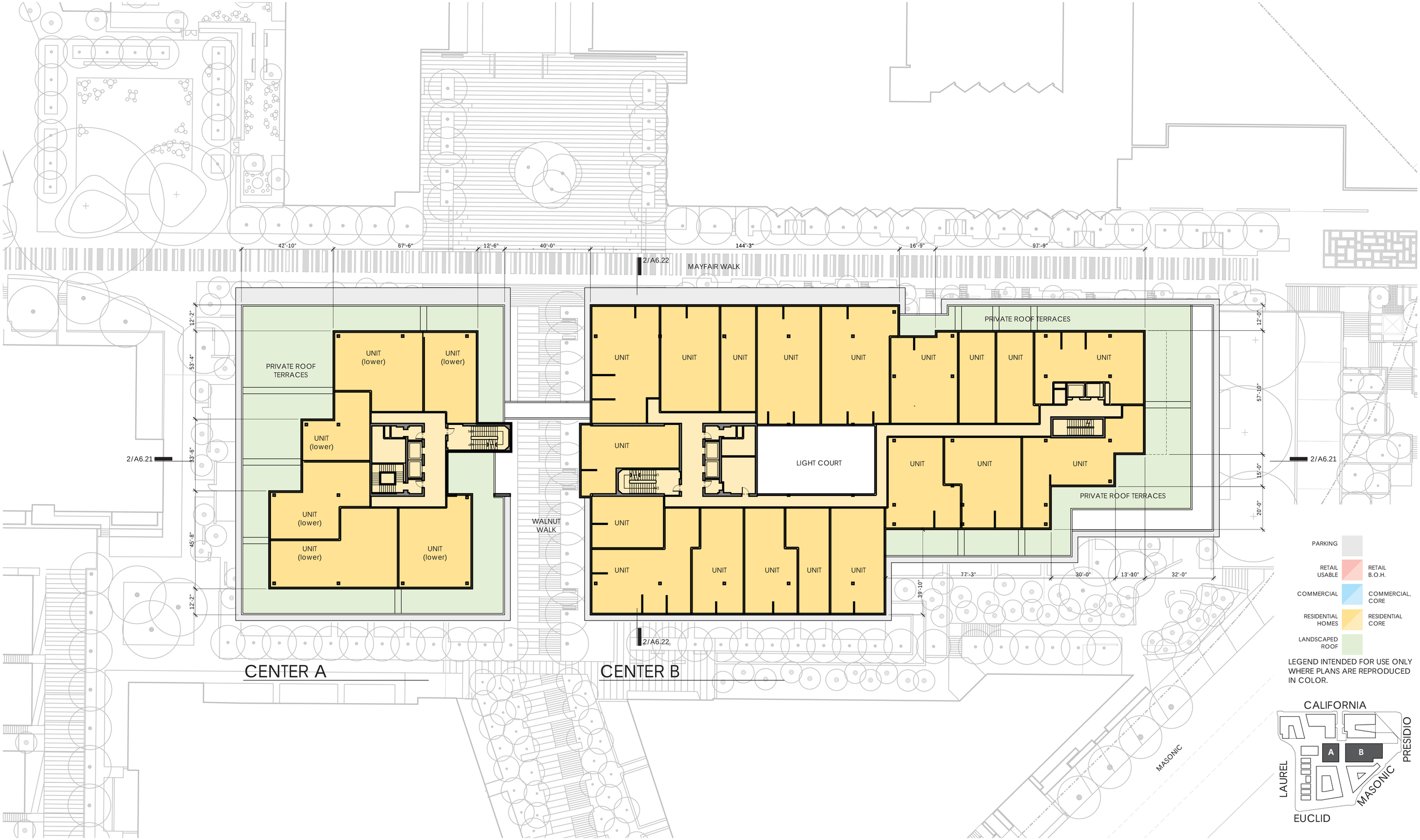
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.08



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B: LEVEL L5 PLAN - elev. 329'-0"

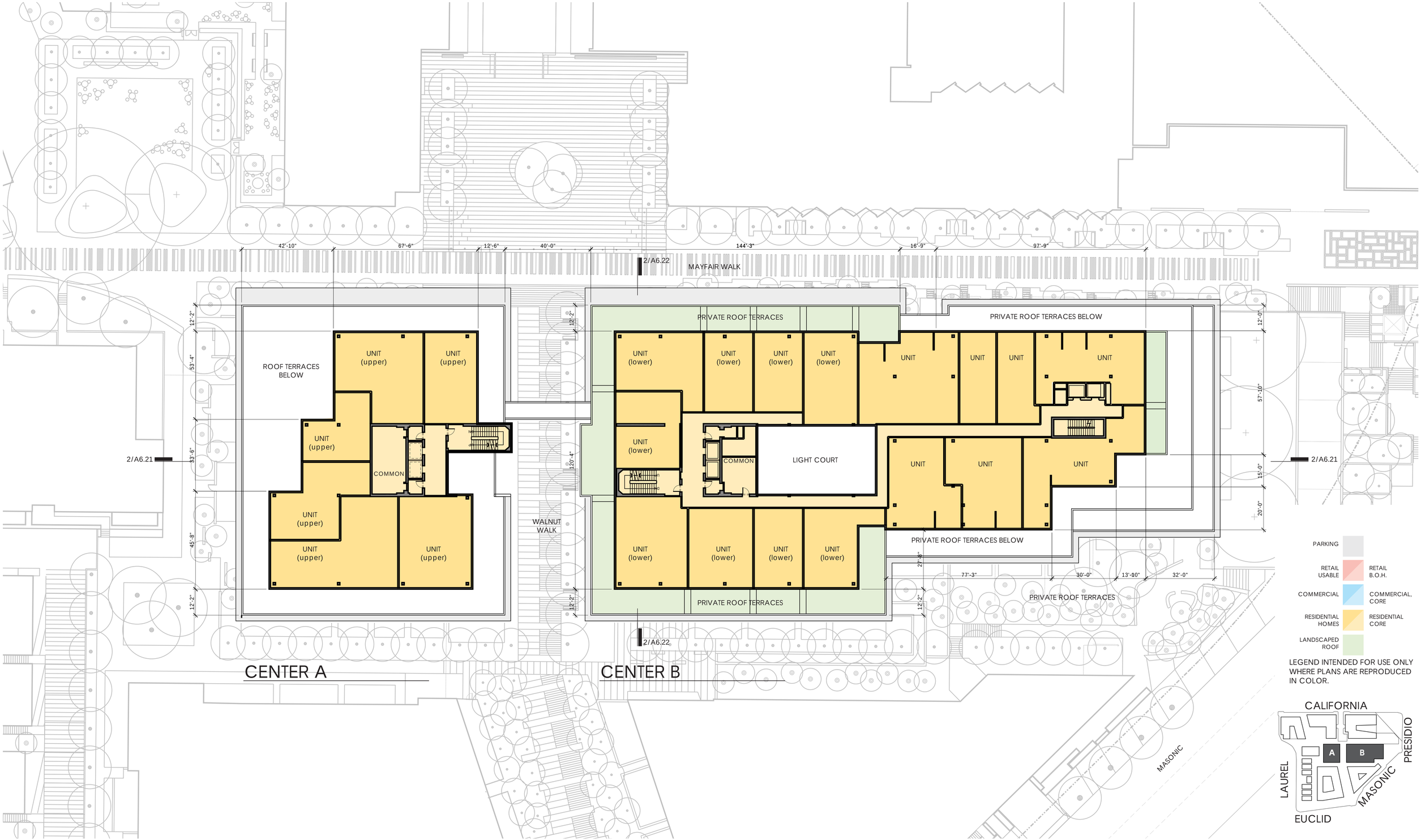
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.09



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B: LEVEL L6 PLAN - elev. 340'-9"

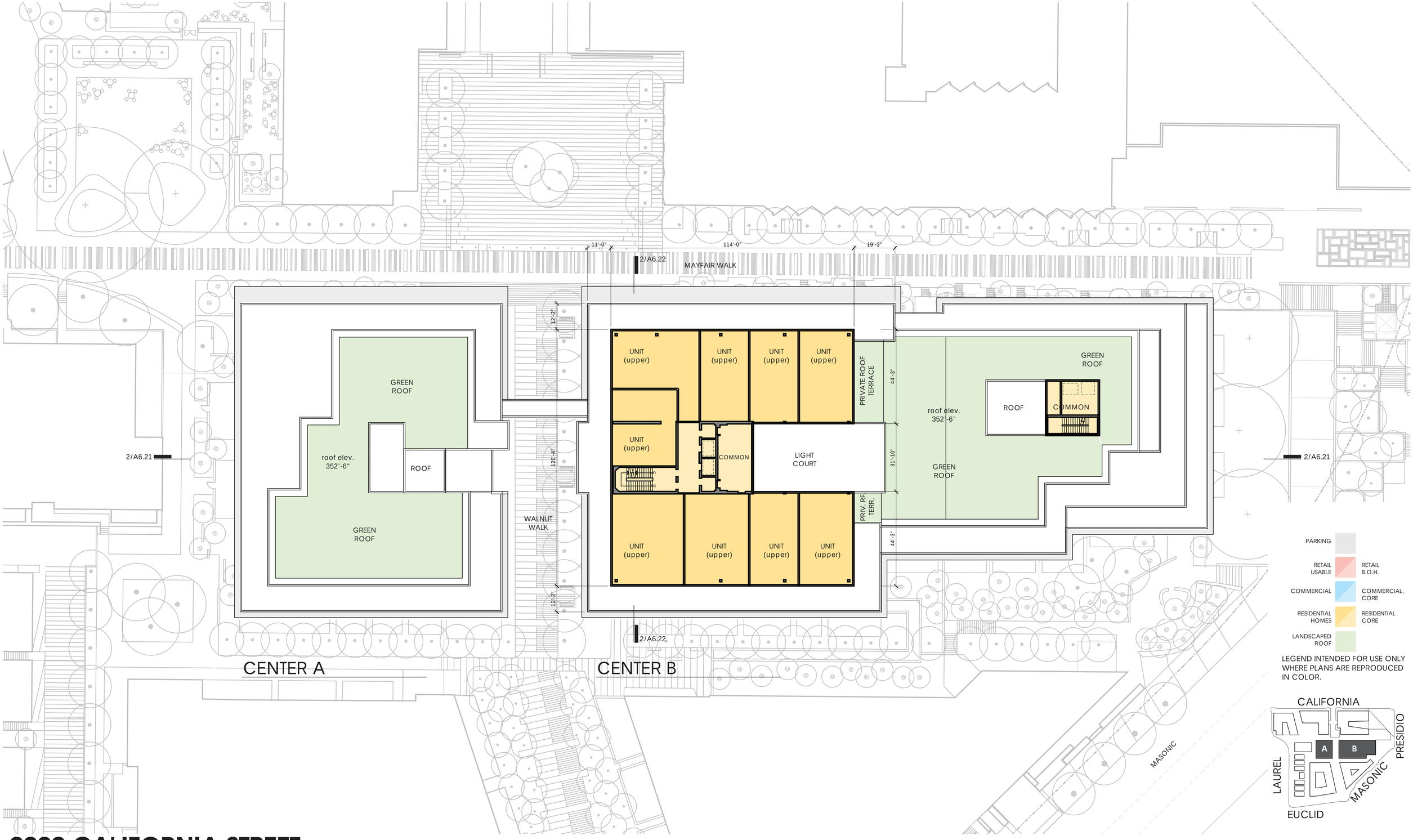
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.10



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B: LEVEL L7 PLAN - ELEV. 352'-6"

PRADO GROUP · SKS · JAMES CORNER FIELD OPERATIONS · MSLA · ARUP · BAR architects · JENSEN · SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.11

MAYFAIR WALK

122'-10" | 40'-0" | 144'-3" | 22'-3" | 124'-4"

2/A6.40

3/A6.40

1/A6.40

144'-8"

105'-8"

roof below;
elev. 352'-6"

solar
equipment

roof elev.
366'-3"

ROOF

LIGHT
COURT

roof below;
elev. 352'-6"

WALNUT
WALK

12'-0"

27'-0"

87'-0" | 66'-0"

137'-10" | 153'-0"

2/A6.40

3/A6.40

CENTER A

CENTER B

MASONIC

PARKING

RETAIL USABLE

RETAIL B.O.H.

COMMERCIAL

COMMERCIAL, CORE

RESIDENTIAL HOMES

RESIDENTIAL CORE

LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.

CALIFORNIA

PRESIDIO

LAUREL

MASONIC

EUCLID

A

B

3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B: ROOF PLAN - elev. 366'-3"

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.12

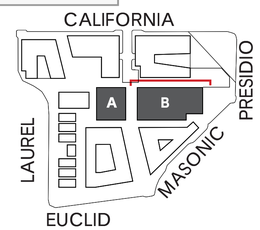


illustrative plan @ level 6

MATERIAL KEY

AA. PAINTED METAL EYEBROW
BB. HIGH-PERFORMANCE VISION GLASS
CC. PAINTED METAL MULLIONS
DD. ACCENT PANEL
EE. ACCENT PANEL & UPPER SOFFT
FF. SPANDREL GLASS

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT - SEE SHT. G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER B - NORTH ELEVATION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 5' 10' 20' 30'

A6.13

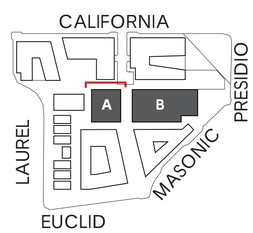


illustrative plan @ level 6

MATERIAL KEY

AA. PAINTED METAL EYEBROW
BB. HIGH-PERFORMANCE VISION GLASS
CC. PAINTED METAL MULLIONS
DD. ACCENT PANEL
EE. ACCENT PANEL & UPPER SOFFT
FF. SPANDREL GLASS

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT - SEE SHT. G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A - NORTH ELEVATION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 5' 10' 20' 30'

A6.14

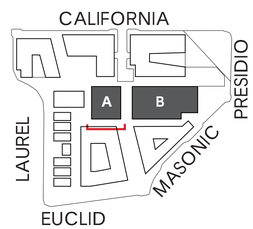


illustrative plan @ level 5

MATERIAL KEY

AA. PAINTED METAL EYEBROW
BB. HIGH-PERFORMANCE VISION GLASS
CC. PAINTED METAL MULLIONS
DD. ACCENT PANEL
EE. ACCENT PANEL & UPPER SOFFT
FF. SPANDREL GLASS

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT - SEE SHT. G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A - SOUTH ELEVATION

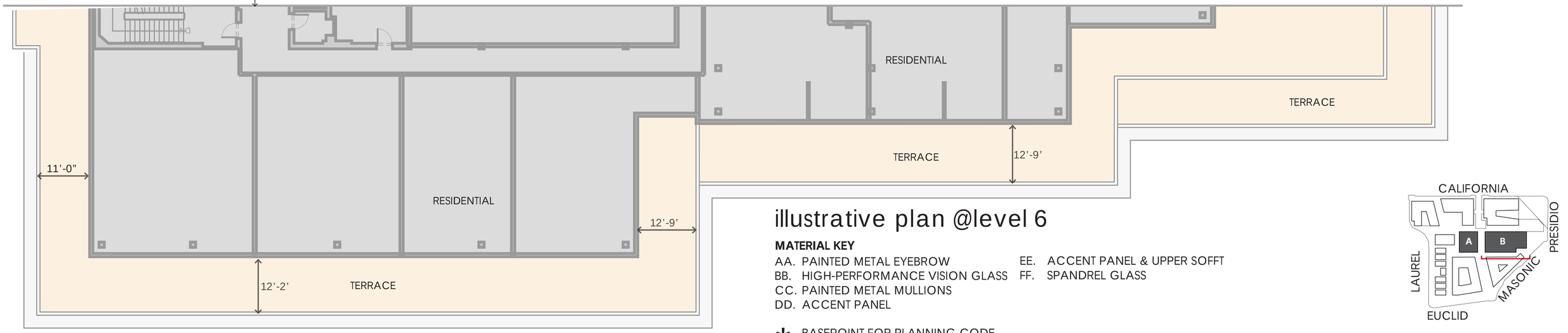
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 5' 10' 20' 30'

A6.15





illustrative plan @level 6

MATERIAL KEY

AA. PAINTED METAL EYEBROW
BB. HIGH-PERFORMANCE VISION GLASS
CC. PAINTED METAL MULLIONS
DD. ACCENT PANEL
EE. ACCENT PANEL & UPPER SOFFT
FF. SPANDREL GLASS

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT - SEE SHT. G3.04

3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER B - SOUTH ELEVATION

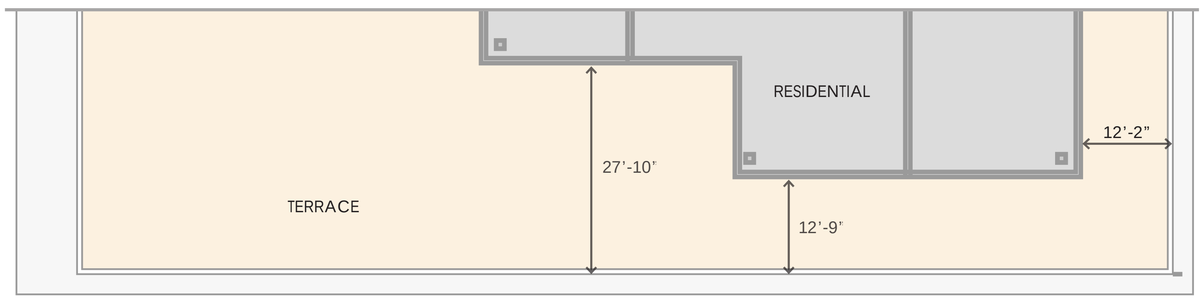
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 5' 10' 20' 30'

A6.16



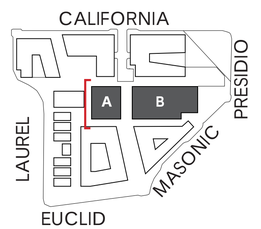


illustrative plan @ level 5

MATERIAL KEY

AA. PAINTED METAL EYEBROW
BB. HIGH-PERFORMANCE VISION GLASS
CC. PAINTED METAL MULLIONS
DD. ACCENT PANEL
EE. ACCENT PANEL & UPPER SOFFT
FF. SPANDREL GLASS

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT - SEE SHT. G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A - WEST ELEVATION

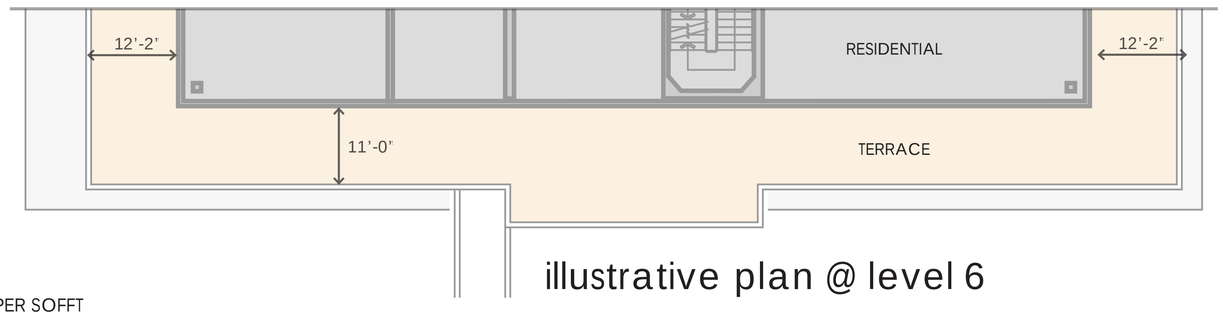
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 5' 10' 20' 30'

A6.17



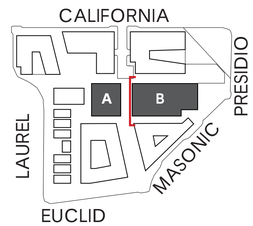


illustrative plan @ level 6

MATERIAL KEY

AA. PAINTED METAL EYEBROW
BB. HIGH-PERFORMANCE VISION GLASS
CC. PAINTED METAL MULLIONS
DD. ACCENT PANEL
EE. ACCENT PANEL & UPPER SOFFT
FF. SPANDREL GLASS

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT - SEE SHT. G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER B - WEST ELEVATION

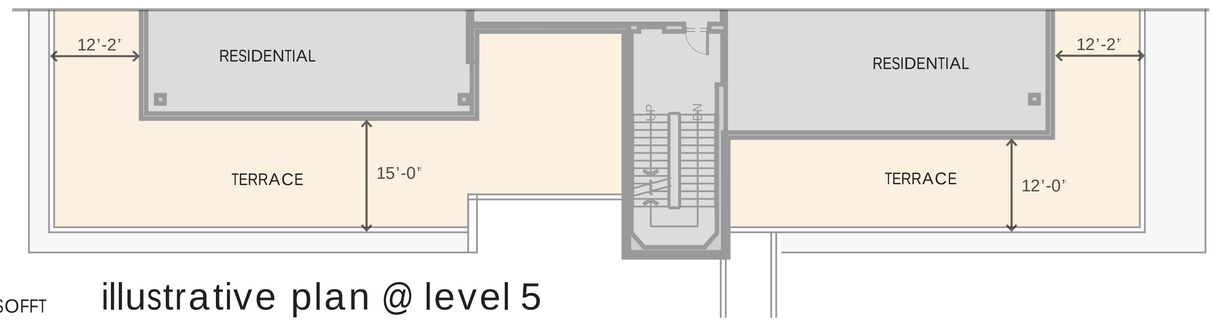
PRADO GROUP · SKS · JAMES CORNER FIELD OPERATIONS · MSLA · ARUP · BAR architects · JENSEN · SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 5' 10' 20' 30'

A6.18



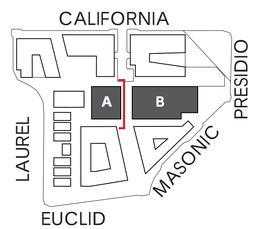


illustrative plan @ level 5

MATERIAL KEY

AA. PAINTED METAL EYEBROW
BB. HIGH-PERFORMANCE VISION GLASS
CC. PAINTED METAL MULLIONS
DD. ACCENT PANEL
EE. ACCENT PANEL & UPPER SOFFT
FF. SPANDREL GLASS

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT - SEE SHT. G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A - EAST ELEVATION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 5' 10' 20' 30'

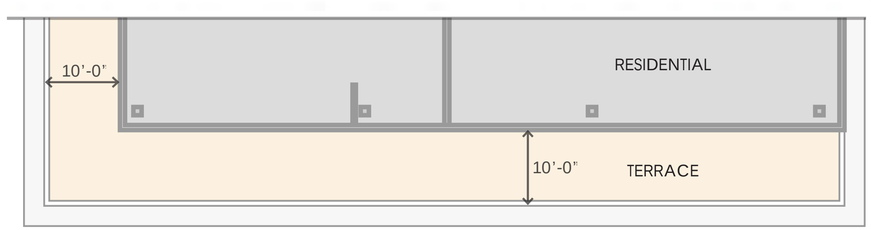
A6.19



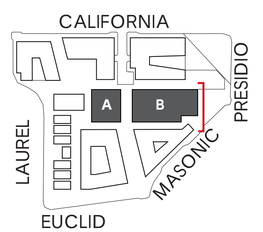
MATERIAL KEY

AA. PAINTED METAL EYEBROW
BB. HIGH-PERFORMANCE VISION GLASS
CC. PAINTED METAL MULLIONS
DD. ACCENT PANEL
EE. ACCENT PANEL & UPPER SOFFT
FF. SPANDREL GLASS

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT - SEE SHT. G3.04



illustrative plan @ level 4



3333 CALIFORNIA STREET SAN FRANCISCO, CA

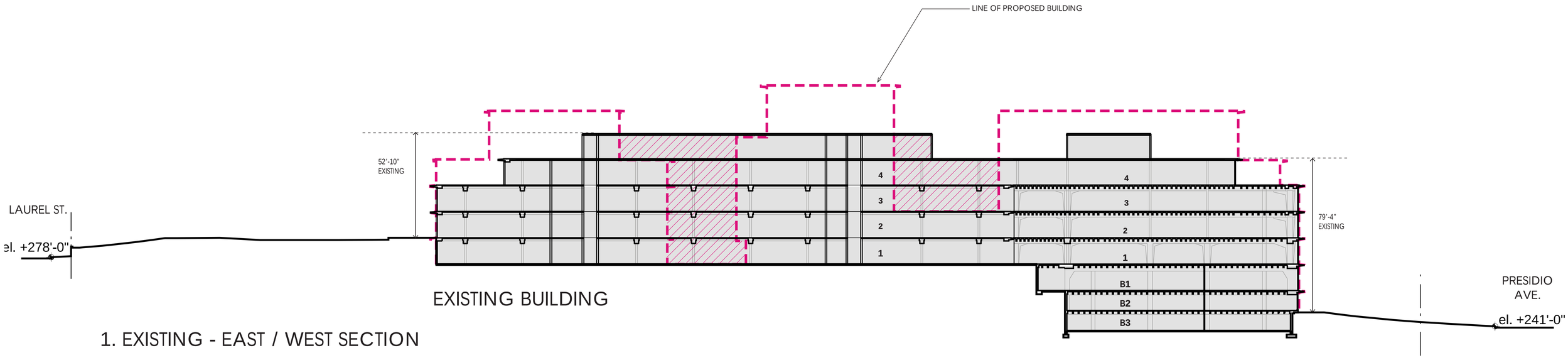
CENTER B - EAST ELEVATION

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

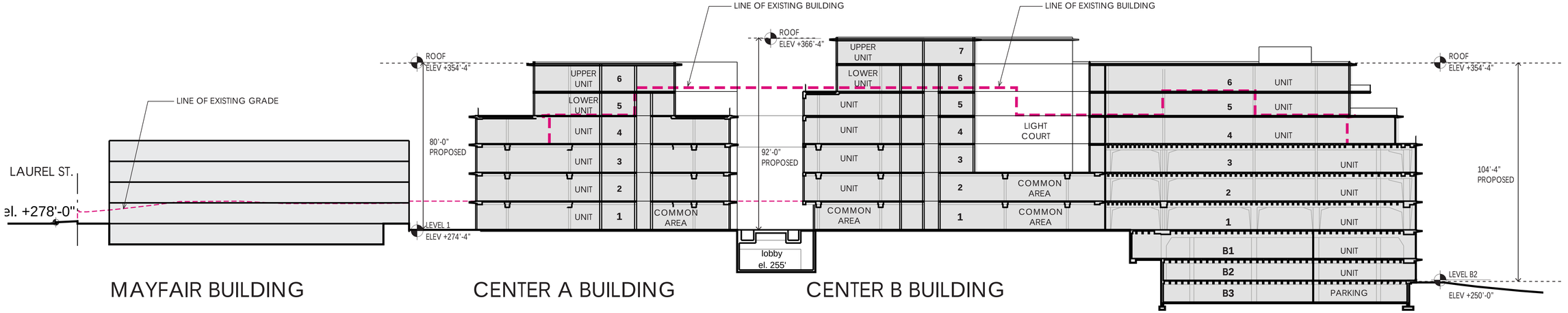
0 5' 10' 20' 30'

A6.20



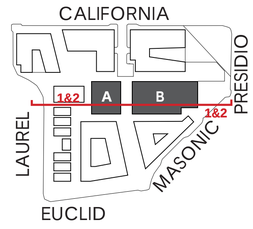
EXISTING BUILDING

1. EXISTING - EAST / WEST SECTION



MAYFAIR BUILDING CENTER A BUILDING CENTER B BUILDING

2. PROPOSED - EAST / WEST SECTION



3333 CALIFORNIA STREET SAN FRANCISCO, CA

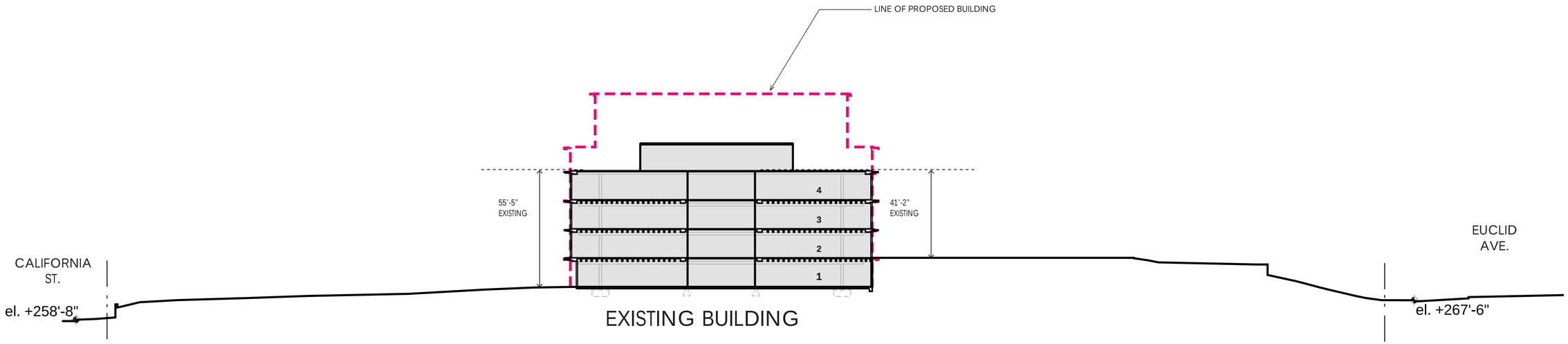
CENTER A + B: EXISTING & PROPOSED SITE SECTIONS

PRADO GROUP · SKS · JAMES CORNER FIELD OPERATIONS · MSLA · ARUP · BAR architects · JENSEN · SCB

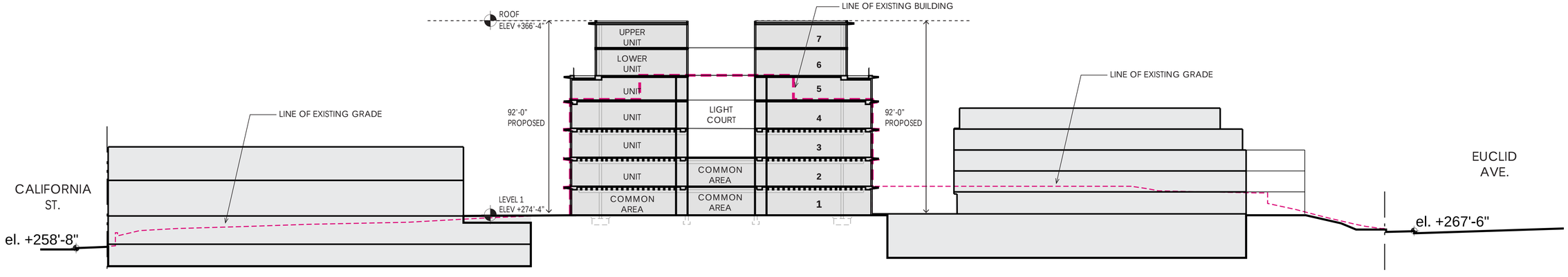
7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

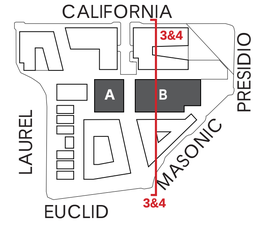
A6.21



1. EXISTING - NORTH / SOUTH SECTION



2. PROPOSED - NORTH / SOUTH SECTION



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

CENTER A + B: EXISTING & PROPOSED SITE SECTIONS

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

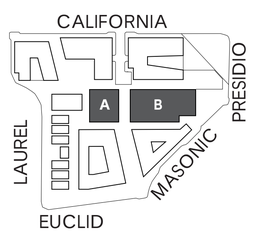
A6.22



1. ILLUSTRATIVE UNIT PLANS - CENTER A



2. ILLUSTRATIVE UNIT PLANS - CENTER B



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B - ILLUSTRATIVE UNIT PLANS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 5' 10' 20' 30'

N

A6.30

SUMMARY OF OPEN SPACE COMPLIANCE FOR CENTER A/B

	CENTER A		CENTER B	
	COMMON OPEN SPACE	PRIVATE OPEN SPACE	COMMON OPEN SPACE	PRIVATE OPEN SPACE
L6	0	0	0	1200
L5	0	600	0	700
L4	0	0	750	100
L3	0	0	0	0
L1	435	600	525	1200
B2	0	0	0	700
TOTAL (SF)	435	1200	1275	3900
		COMPLIANT UNITS = 12		COMPLIANT UNITS = 39



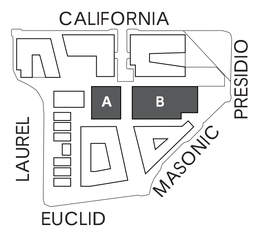
EACH PRIVATE OPEN SPACE IS 100 SF
(8'-4" X 12' MINIMUM)

CENTER A

CENTER B

CENTER A
B2 SUMMARY
COMMON: NONE
PRIVATE: NONE

CENTER B
B2 SUMMARY
COMMON: NONE
PRIVATE: 7 UNITS * 100 SF = 700 SF



3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B - BUILDING OPEN SPACE - LEVEL B2 PLAN - elev. 250'-0"

PRADO GROUP SKS JAMES CORNER FIELD OPERATIONS MSLA ARUP BAR architects JENSEN SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

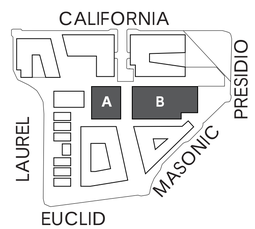
N

A6.40



CENTER A

CENTER B



CENTER A
L1 SUMMARY
COMMON: 435 SF
PRIVATE: 6 UNITS * 100 SF = 600 SF

CENTER B
L1 SUMMARY
COMMON: 525 SF
PRIVATE: 12 UNITS * 100 SF = 1,200 SF

3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B - BUILDING OPEN SPACE - LEVEL L1 PLANS - elev. 274'-4"

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

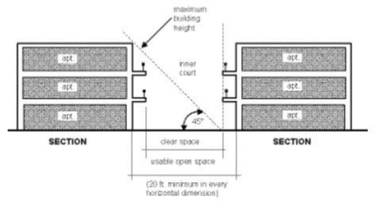
N

A6.41

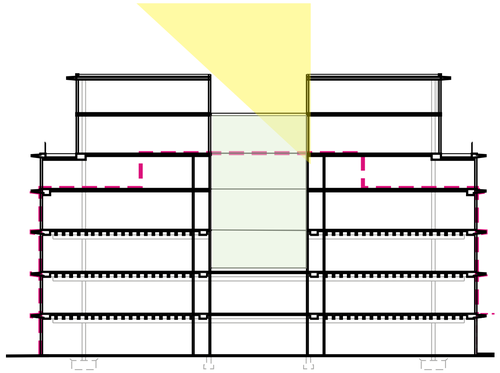
(g) Common Usable Open Space: Additional Standards.

(1) **Minimum Dimensions and Minimum Area.** Any space credited as common usable open space shall be at least 15 feet in every horizontal dimension and shall have a minimum area of 300 square feet.

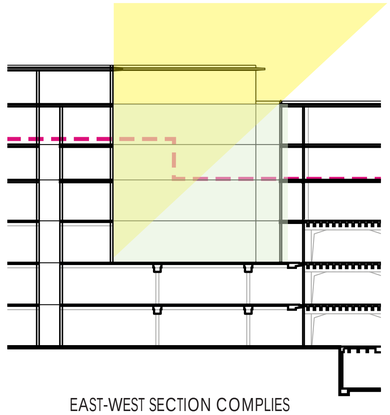
(2) **Use of Inner Courts.** The area of an inner court, as defined by this Code, may be credited as common usable open space, if the enclosed space is not less than 20 feet in every horizontal dimension and 400 square feet in area; and if (regardless of the permitted obstructions referred to in Subsection 135(c) above) the height of the walls and projections above the court on at least three sides (or 75 percent of the perimeter, whichever is greater) is such that no point on any such wall or projection is higher than one foot for each foot that such point is horizontally distant from the opposite side of the clear space in the court. Exceptions from these requirements for certain qualifying historic buildings may be permitted, subject to the requirements and procedures of Section 307(h) of this Code.



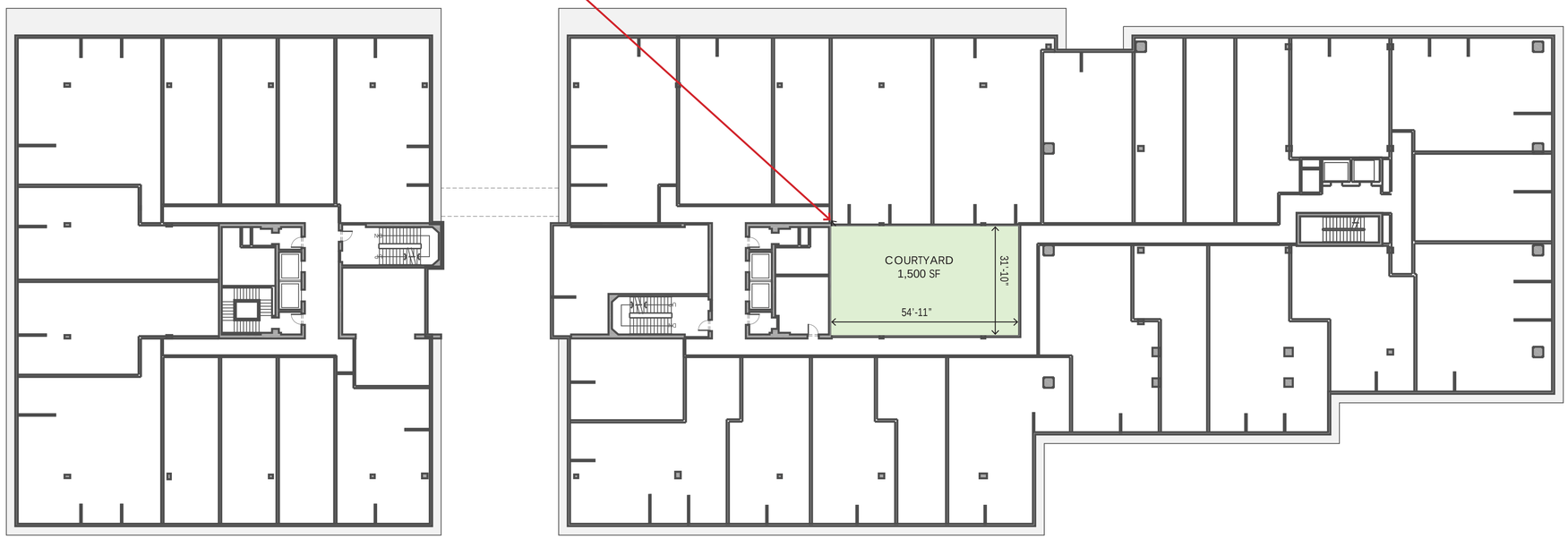
THIS COURTYARD DOES NOT COUNT TOWARDS COMMON OPEN SPACE PER SF PLANNING CODE SECTION 135(G)2



NORTH-SOUTH SECTION DOES NOT COMPLY WITHTHE 45-DEGREE RULE

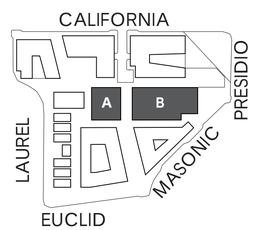


EAST-WEST SECTION COMPLIES WITHTHE 45-DEGREE RULE



CENTER A

CENTER B



CENTER A
L3 SUMMARY
COMMON: NONE
PRIVATE: NONE

CENTER B
L3 SUMMARY
COMMON: 0 SF
PRIVATE: NONE

3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B - BUILDING OPEN SPACE - LEVEL L3 PLANS - elev. 302'-0"

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

N

A6.42

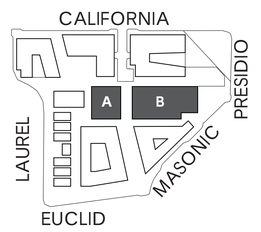


750 SF (15' X 50')
COMMON OPEN SPACE

EACH PRIVATE OPEN SPACE IS 100 SF
(8'-4" X 12' MINIMUM)

CENTER A

CENTER B



CENTER A
L5 SUMMARY
COMMON: NONE
PRIVATE: NONE

CENTER B
L5 SUMMARY
COMMON: 750 SF
PRIVATE: 1 UNITS * 100 SF = 100 SF

3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B - BUILDING OPEN SPACE - LEVEL L4 PLANS - elev. 315'-10"

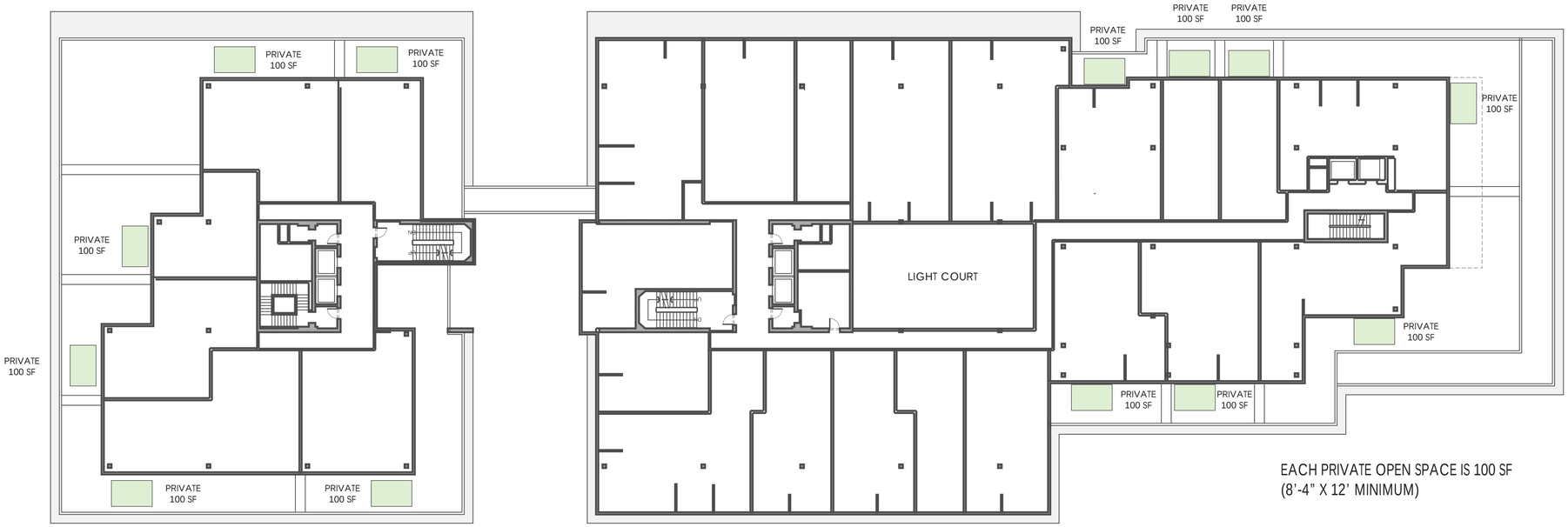
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

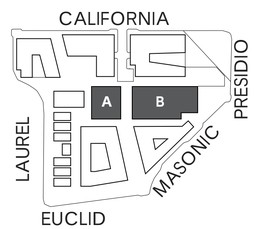
N

A6.43



CENTER A

CENTER B



CENTER A
L5 SUMMARY
COMMON: NONE
PRIVATE: 6 UNITS * 100 SF = 600 SF

CENTER B
L5 SUMMARY
COMMON: NONE
PRIVATE: 7 UNITS * 100 SF = 700 SF

3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B - BUILDING OPEN SPACE - LEVEL L5 PLANS - elev. 329'-0"

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

0 10' 20' 40' 60'

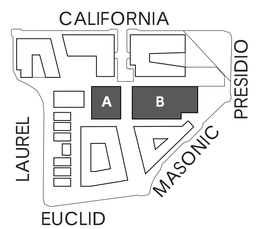
N

A6.44



CENTER A

CENTER B



CENTER A
L6 SUMMARY
COMMON: NONE
PRIVATE: NONE

CENTER B
L6 SUMMARY
COMMON: NONE
PRIVATE: 12 UNITS * 100 SF = 1,200 SF

3333 CALIFORNIA STREET SAN FRANCISCO, CA

CENTER A & B - BUILDING OPEN SPACE - LEVEL L6 PLANS - elev. 340'-9"

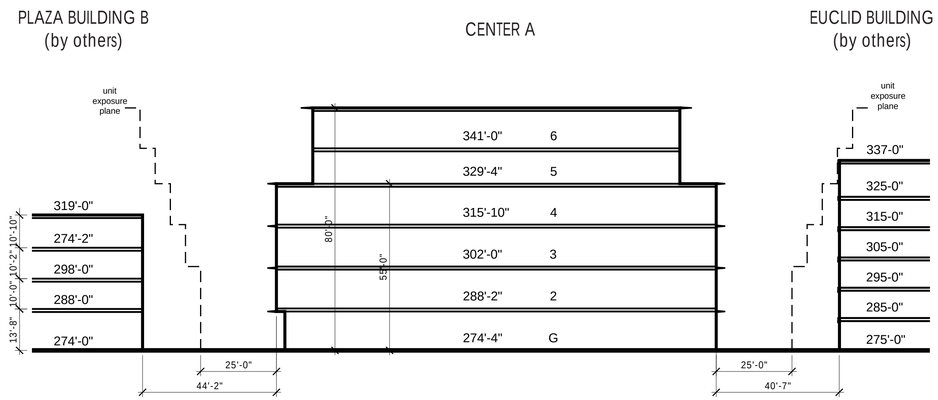
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

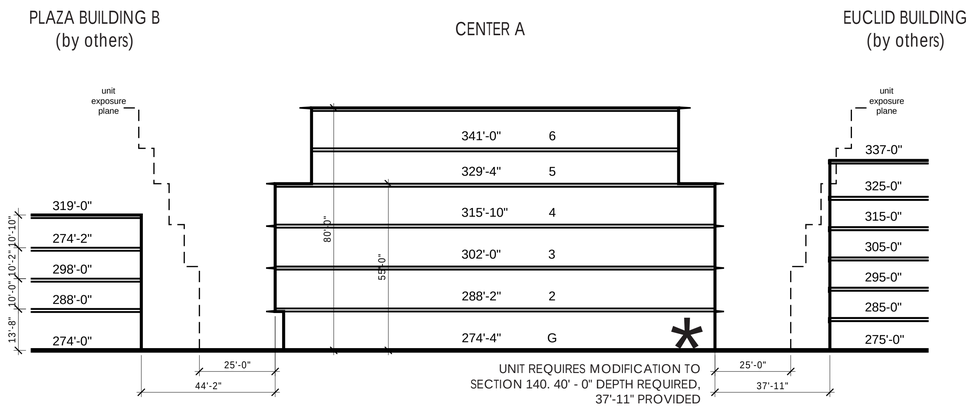
0 10' 20' 40' 60'

N

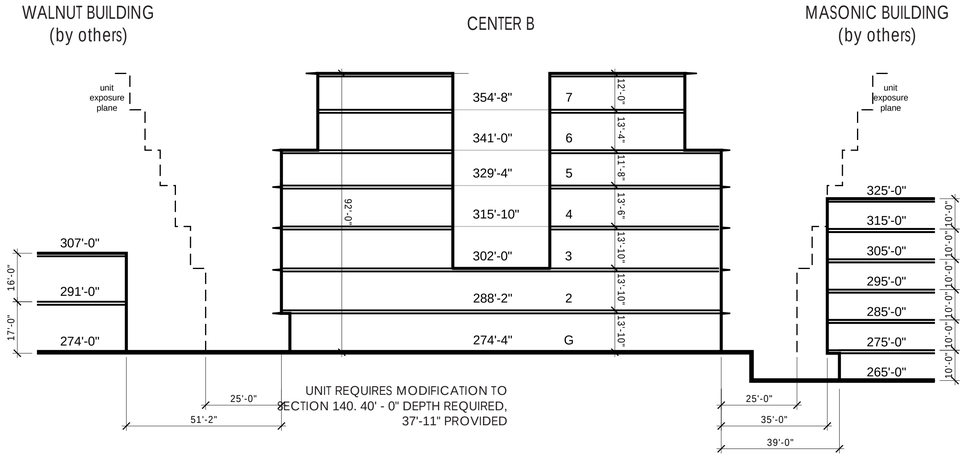
A6.45



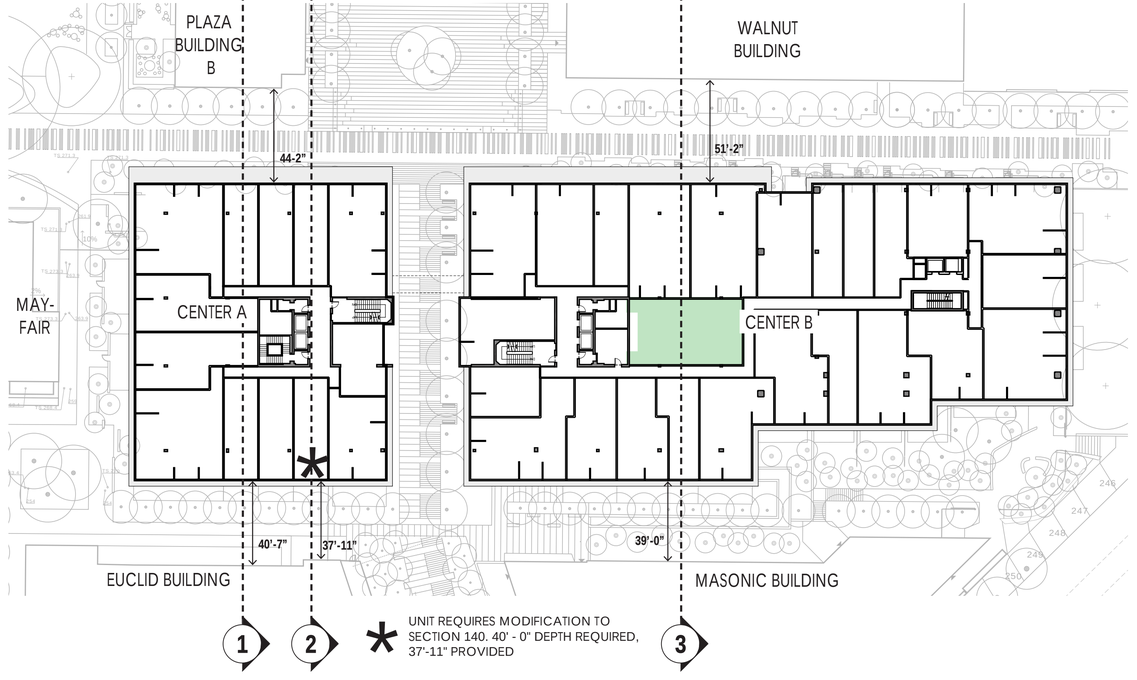
1. NORTH-SOUTH SECTION - CENTER A



2. NORTH-SOUTH SECTION - CENTER A



3. NORTH-SOUTH SECTION - CENTER B



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP · SKS · JAMES CORNER FIELD OPERATIONS · MSLA · ARUP · BAR architects · JENSEN · SCB

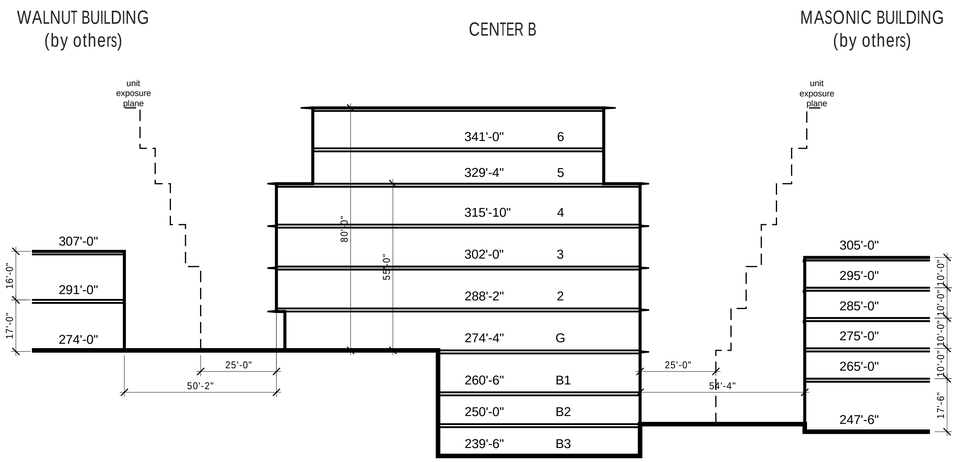
CENTER A & B - UNIT EXPOSURE SECTIONS

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

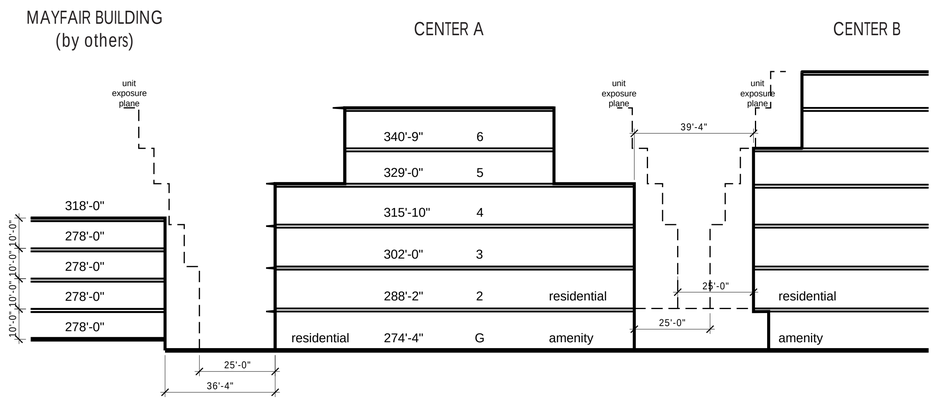
0 10' 20' 40' 60'

N

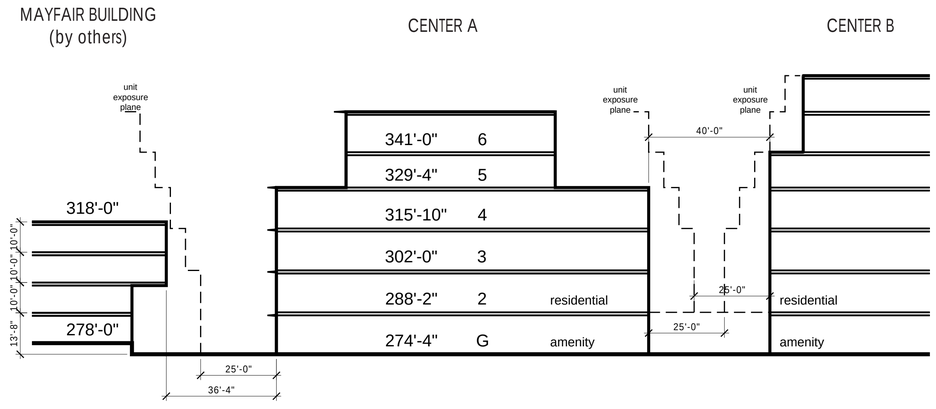
A6.46



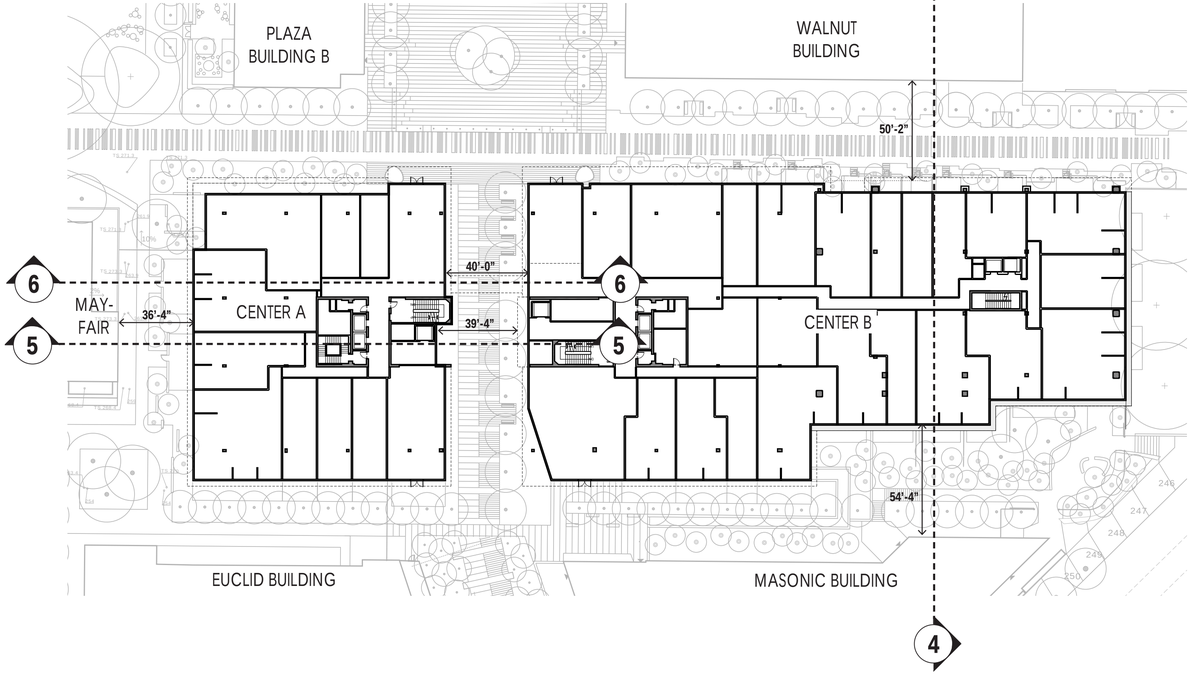
4. NORTH-SOUTH SECTION
CENTER A



5. EAST-WEST SECTION - CENTER A & B



6. EAST-WEST SECTION - CENTER A & B



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

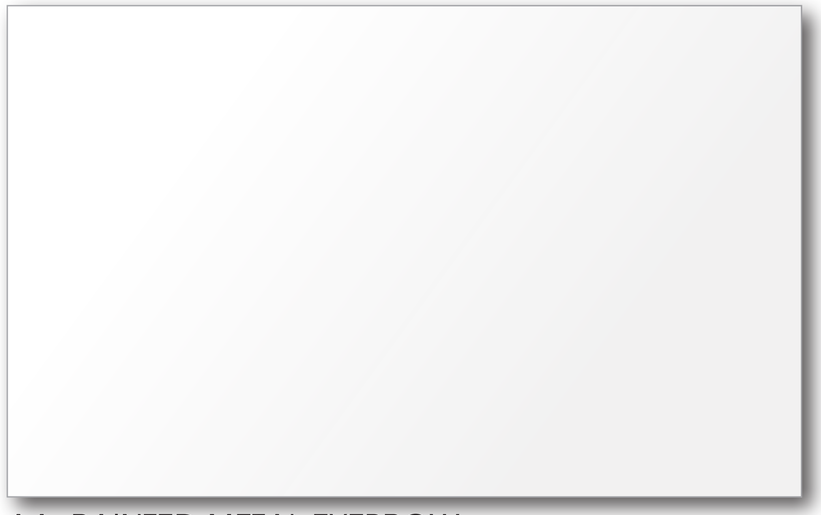
CENTER A & B - UNIT EXPOSURE SECTIONS

7.3.2019
PLANNING APPLICATION SUBMITTAL (REVISED)

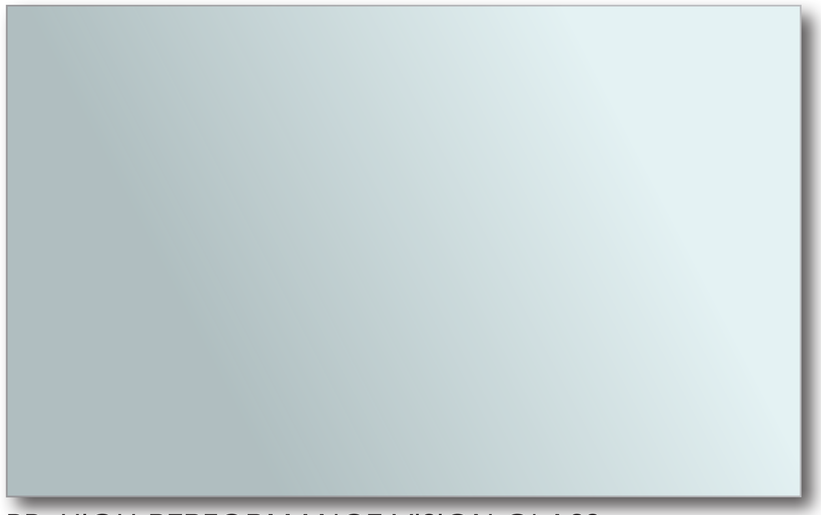
0 10' 20' 40' 60'

N

A6.47



AA. PAINTED METAL EYEBROW



BB. HIGH-PERFORMANCE VISION GLASS



CC. PAINTED METAL MULLIONS



DD. ACCENT PANEL



EE. ACCENT PANEL & UPPER SOFFIT



FF. SPANDREL GLASS



WALNUT COURT



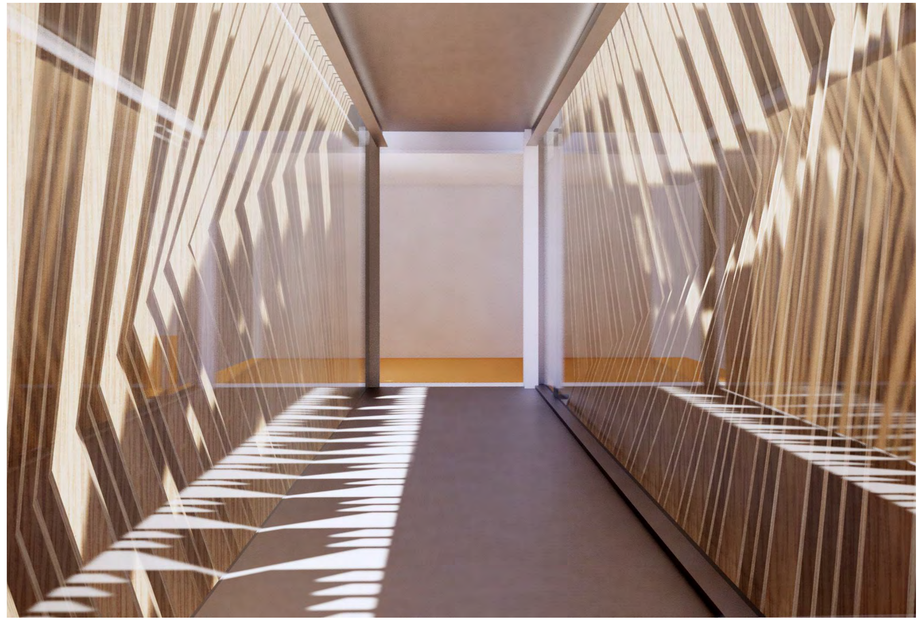
BRIDGE - EXTERIOR DETAIL



BRIDGE - EXTERIOR DETAIL



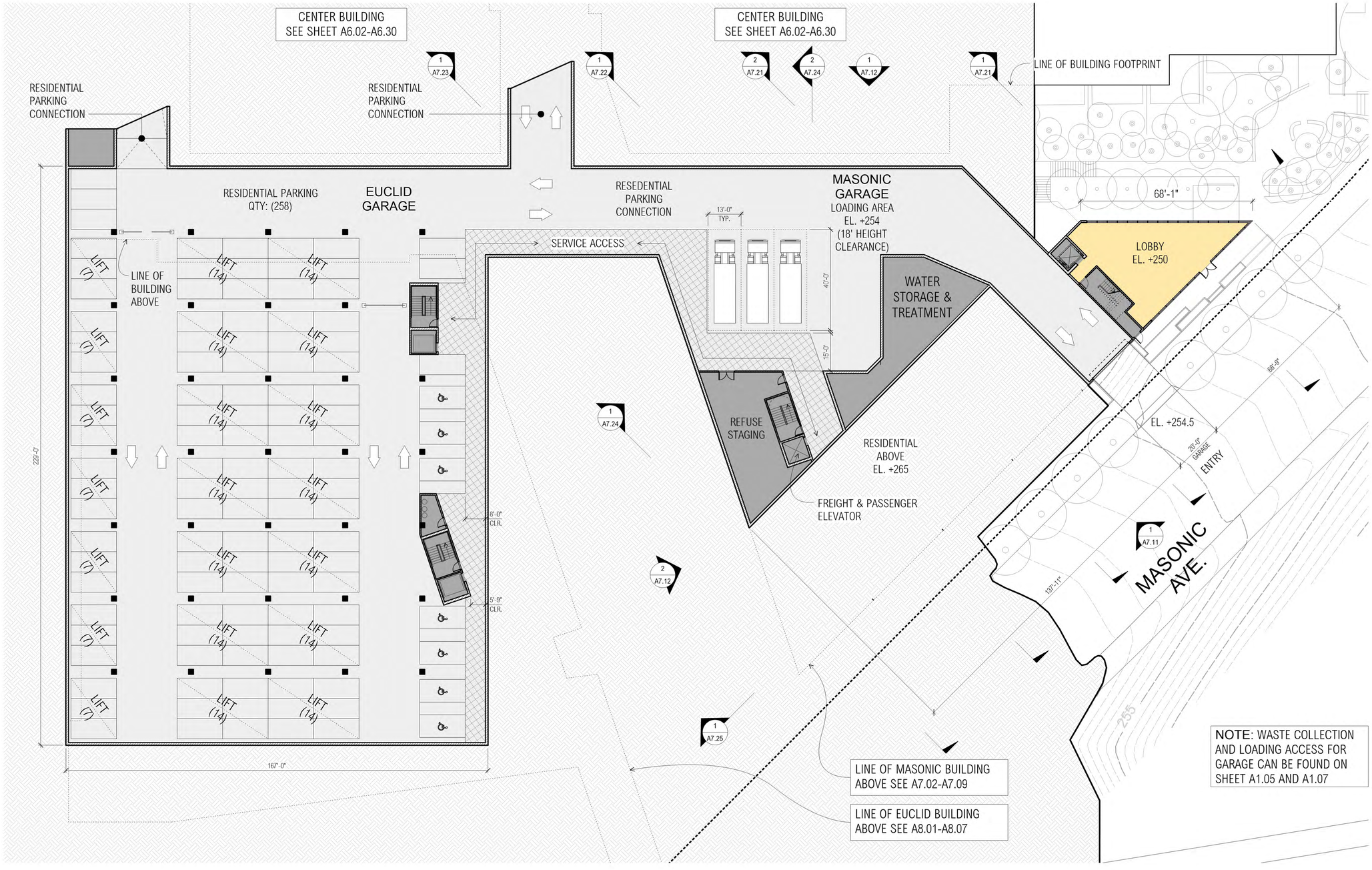
BRIDGE - EXTERIOR DETAIL



BRIDGE - INTERIOR VIEW



MAYFAIR WALK



PARKING

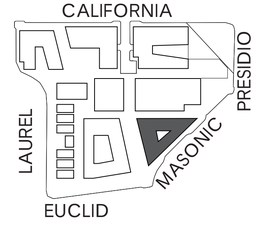
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



1 MASONIC BUILDING PLAN - B1 (EL +254)

1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

MASONIC BUILDING PLAN - B1

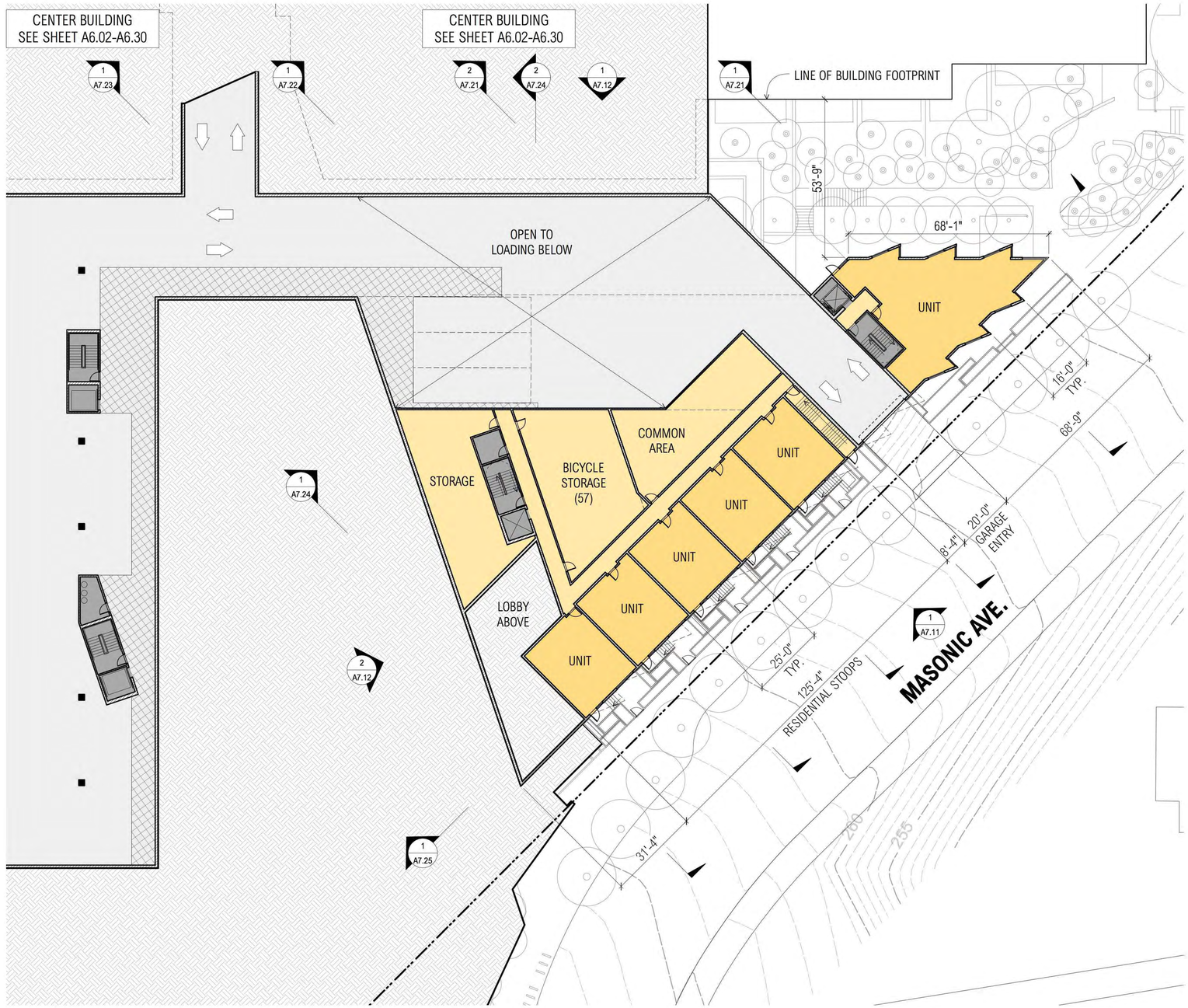
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A7.01



PARKING

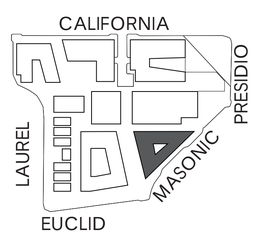
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



1 MASONIC BUILDING PLAN - LEVEL 1 (EL +265)
1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

MASONIC BUILDING PLAN - LEVEL 1

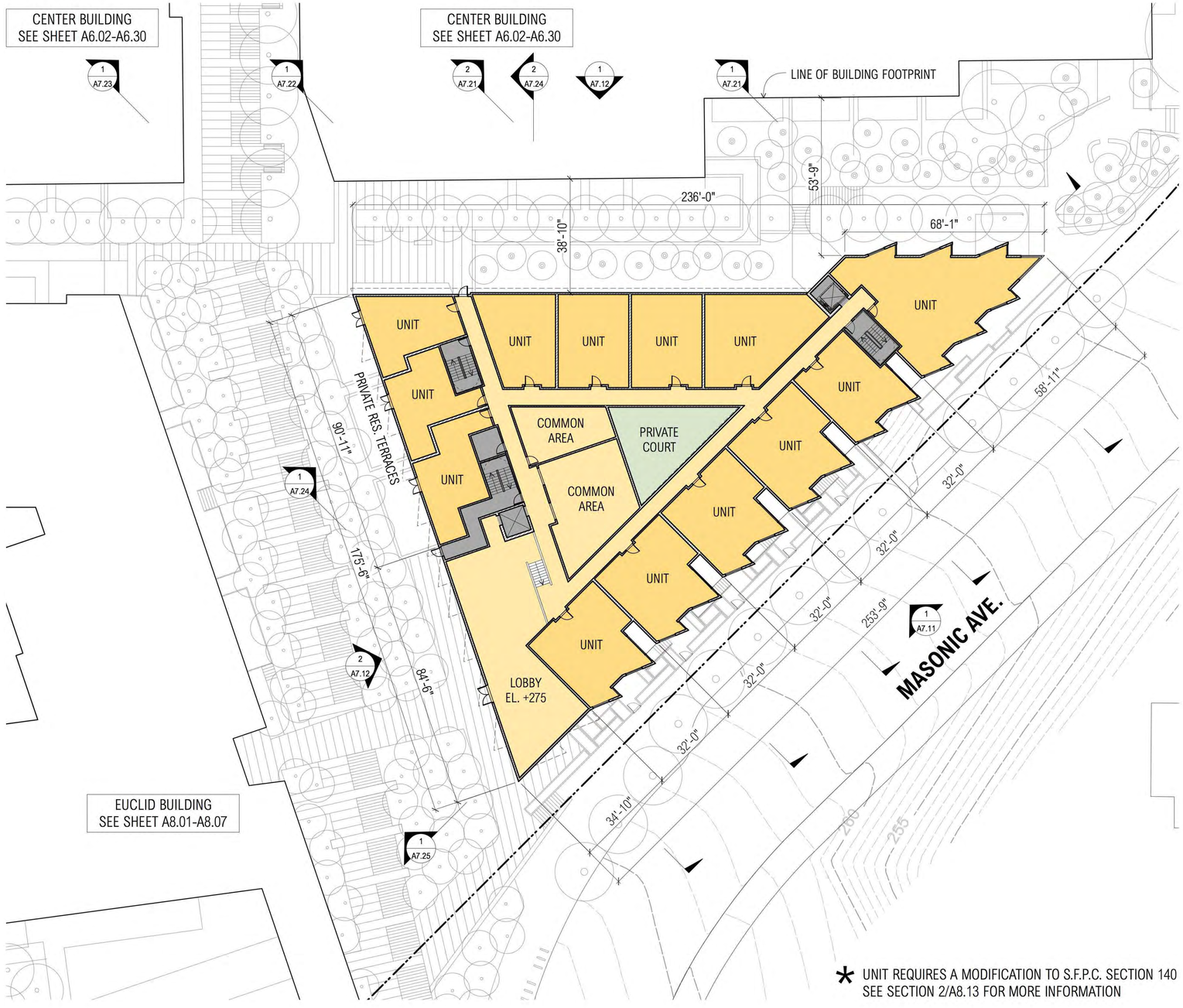
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A7.02



* UNIT REQUIRES A MODIFICATION TO S.F.P.C. SECTION 140
SEE SECTION 2/A8.13 FOR MORE INFORMATION

PARKING

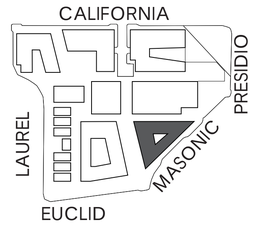
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



1 MASONIC BULIDING PLAN - LEVEL 2 (+275)
1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

MASONIC BUILDING PLAN - LEVEL 2

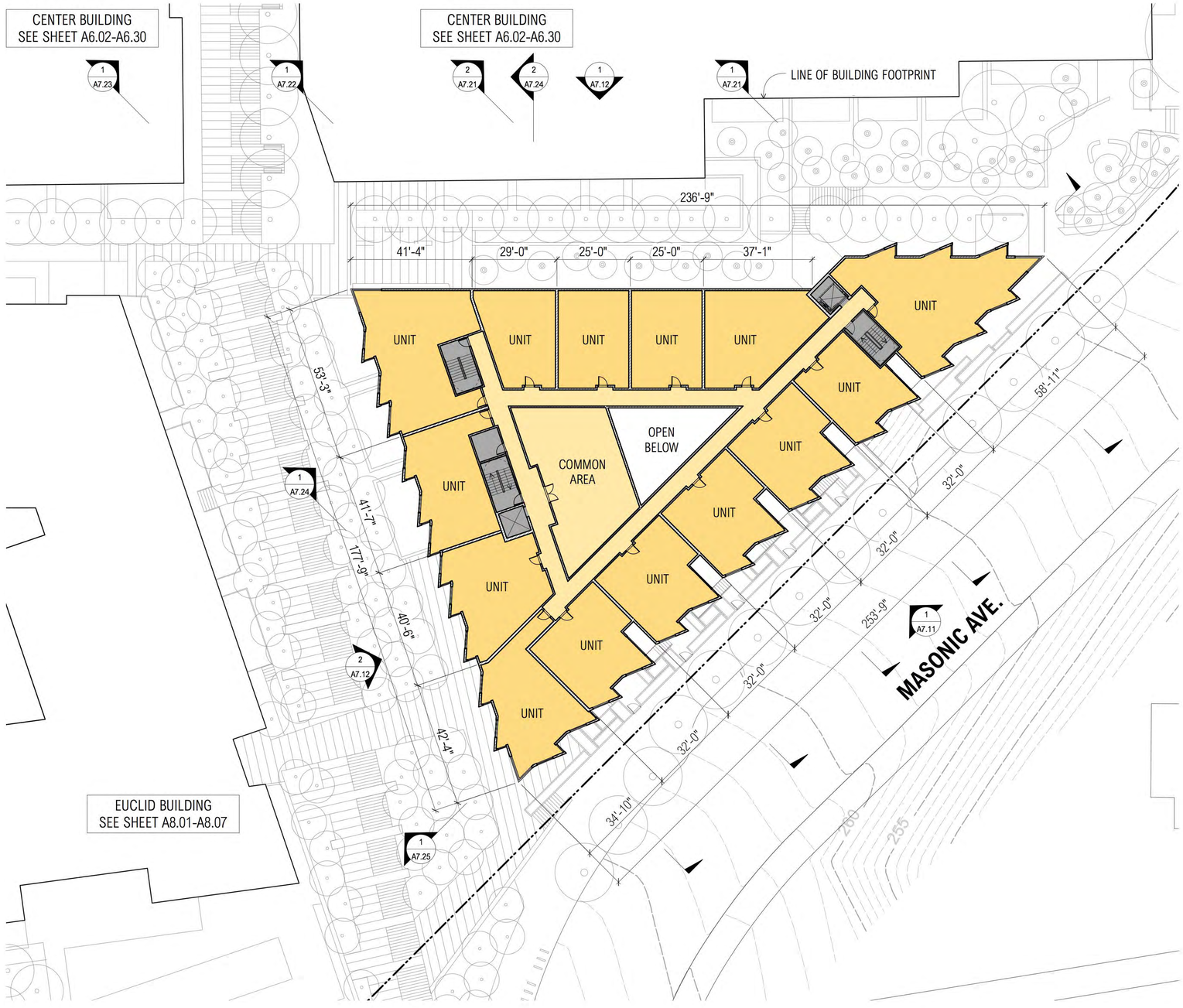
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

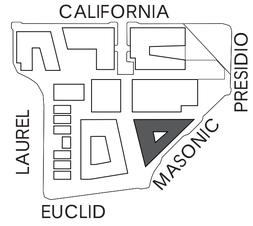
A7.03



1 MASONIC BULIDING PLAN - LEVEL 3 (+285)
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC BUILDING PLAN - LEVEL 3

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A7.04



1 MASONIC BULIDING PLAN - LEVEL 4 (+295)

1" = 20 ft

PARKING

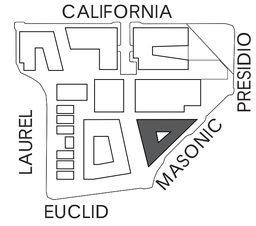
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

MASONIC BUILDING PLAN - LEVEL 4

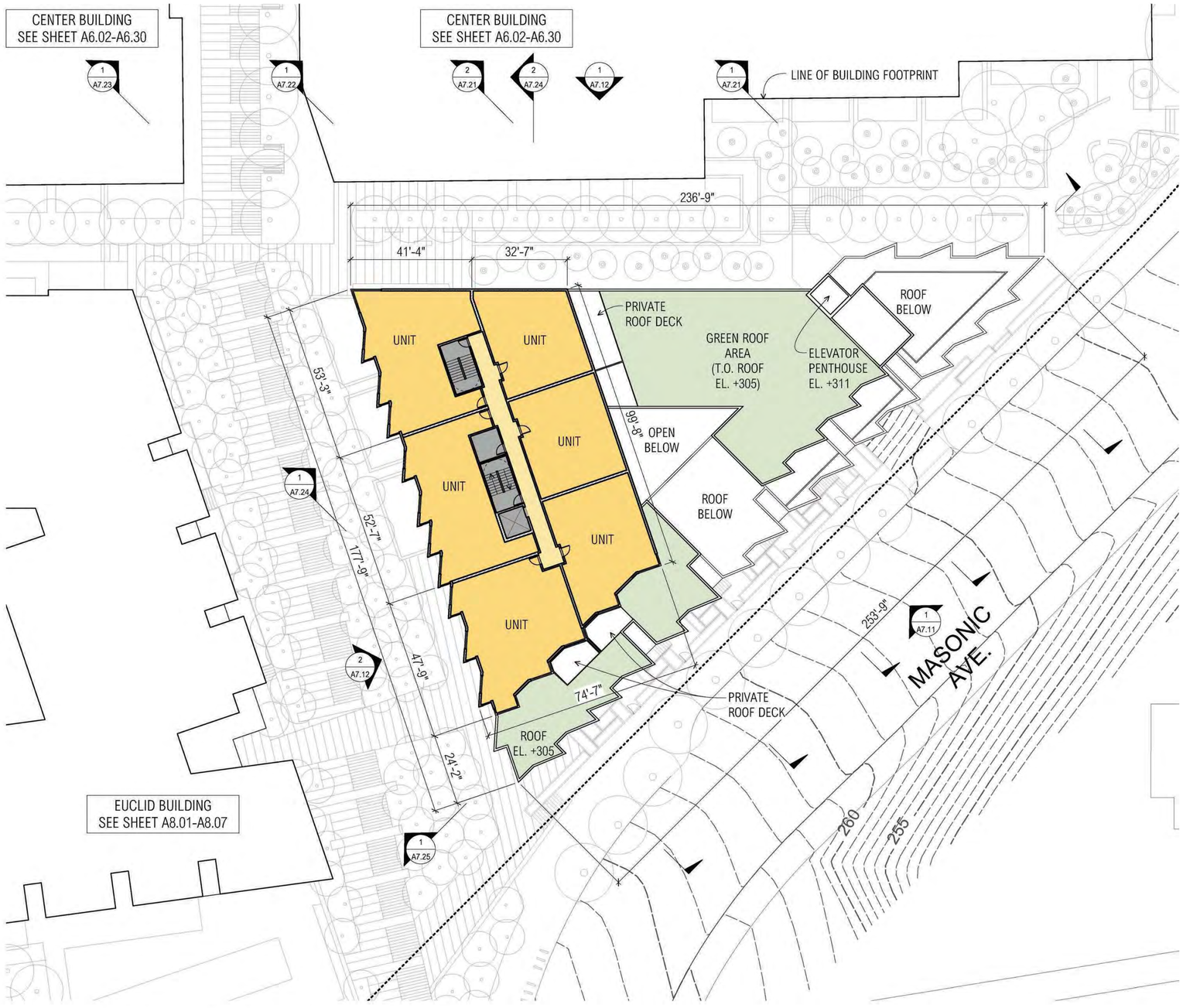
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A7.05



PARKING

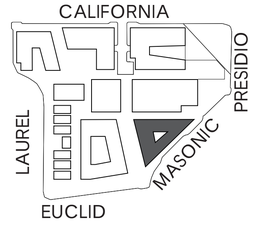
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



1 MASONIC BULIDING PLAN - LEVEL 5 (+305)
1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

MASONIC BUILDING PLAN - LEVEL 5

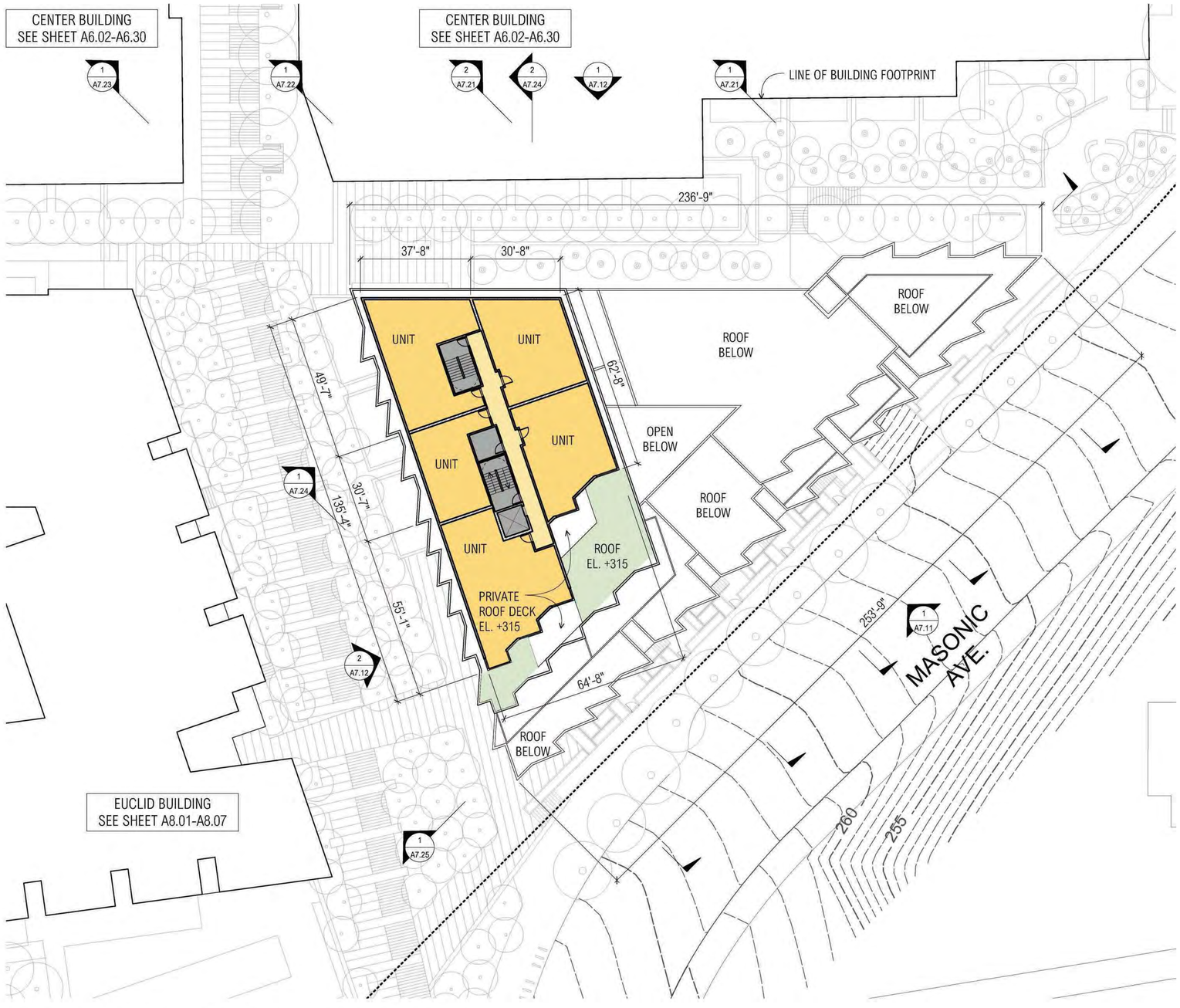
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A7.06



PARKING

RETAIL USABLE

RETAIL B.O.H.

COMMERCIAL

COMMERCIAL, CORE

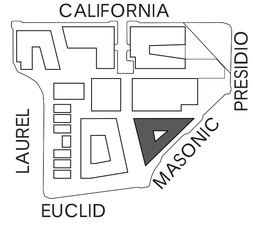
RESIDENTIAL HOMES

RESIDENTIAL CORE

LANDSCAPED ROOF

OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



1 MASONIC BULIDING PLAN - LEVEL 6 (+315)
1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

MASONIC BUILDING PLAN - LEVEL 6

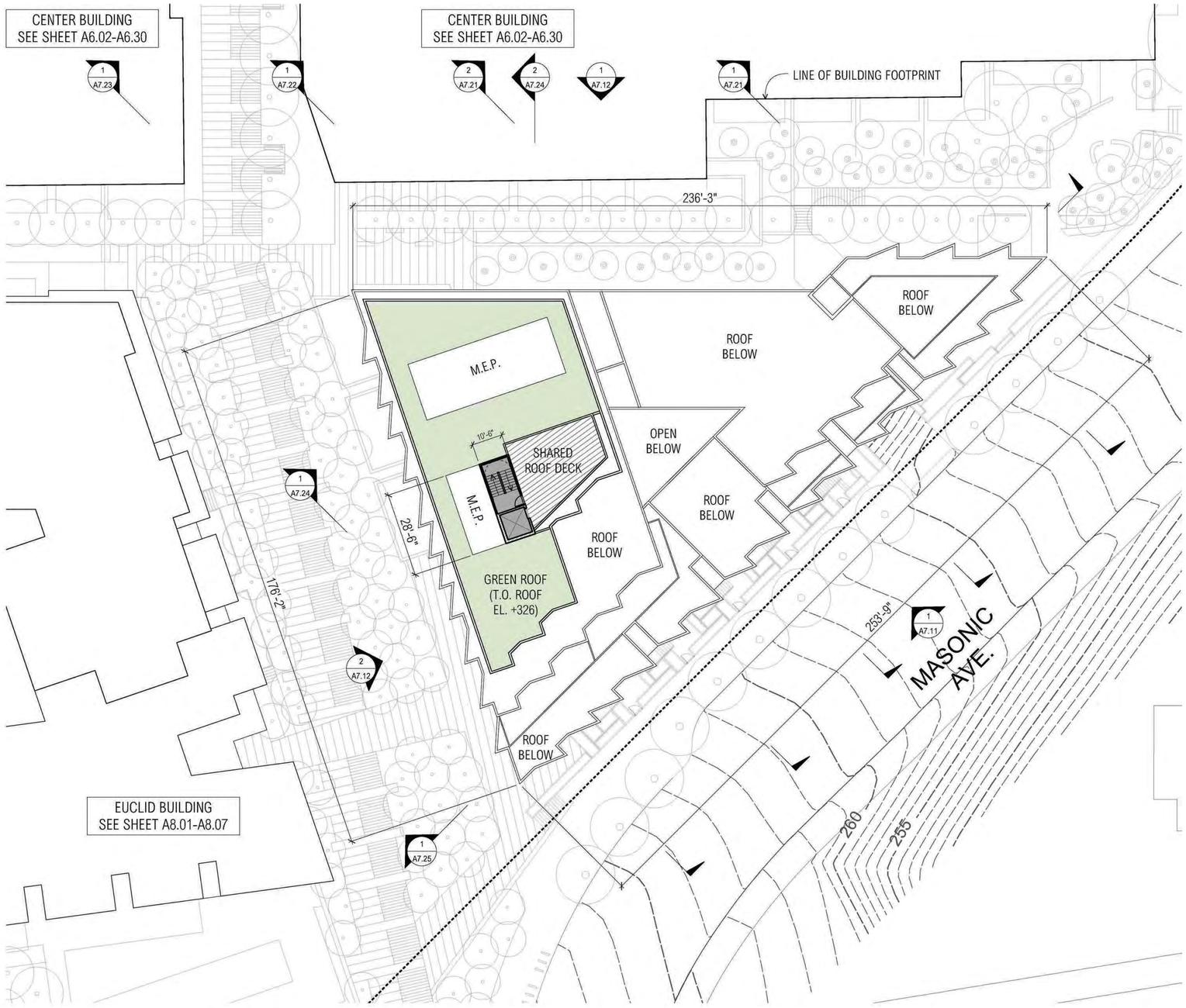
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A7.07



1 **MASONIC BULIDING ROOF PLAN (+325)**
1" = 20 ft

PARKING

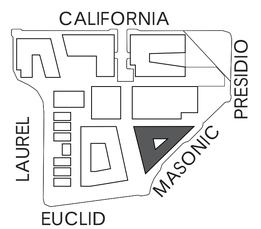
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

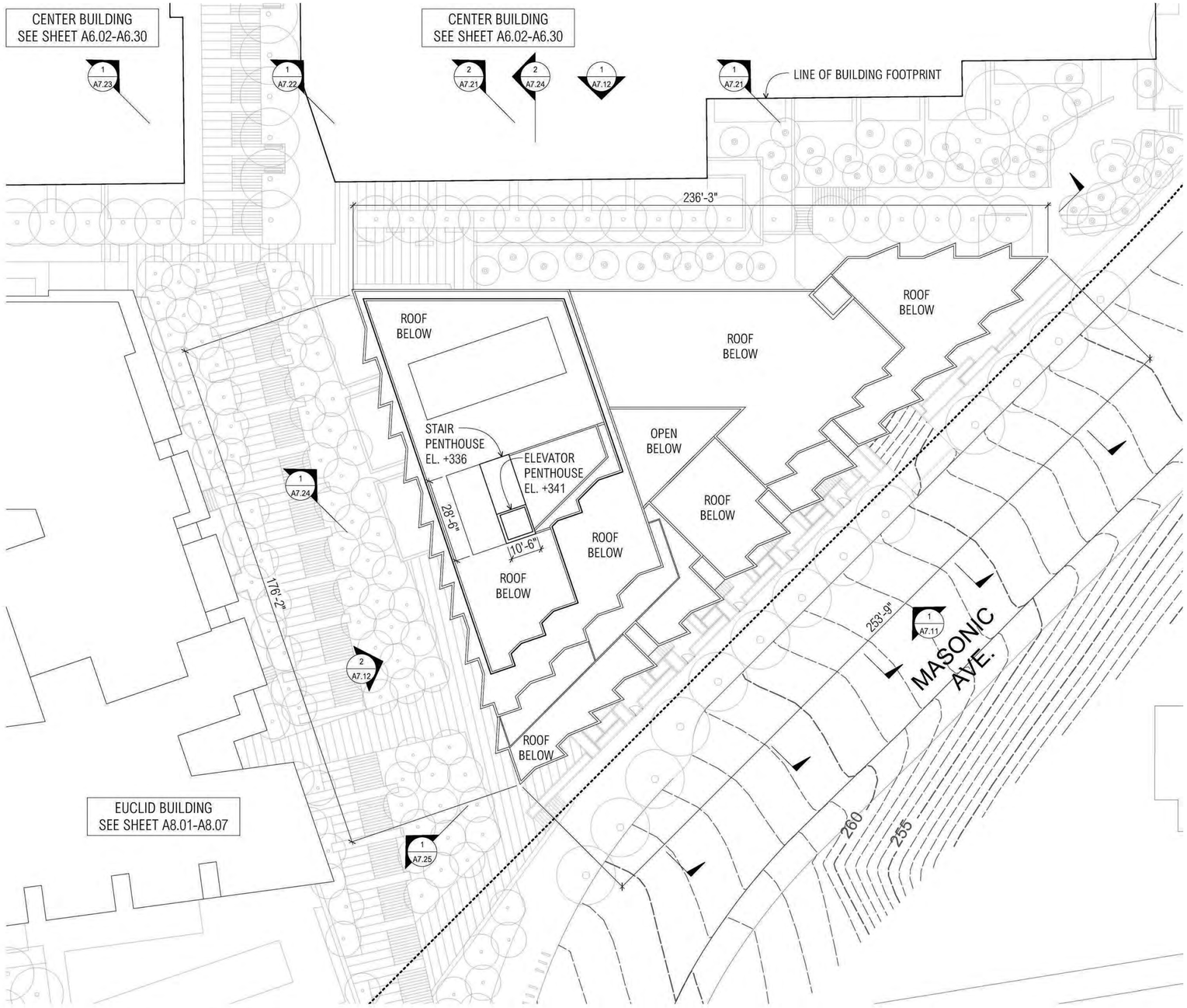
MASONIC BUILDING ROOF PLAN

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A7.08



1 MASONIC BULIDING ROOF PLAN (+341)

1" = 20 ft

PARKING

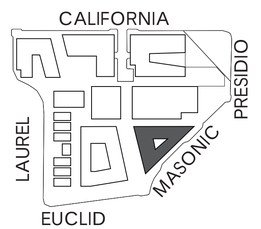
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC BUILDING ROOF PLAN

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

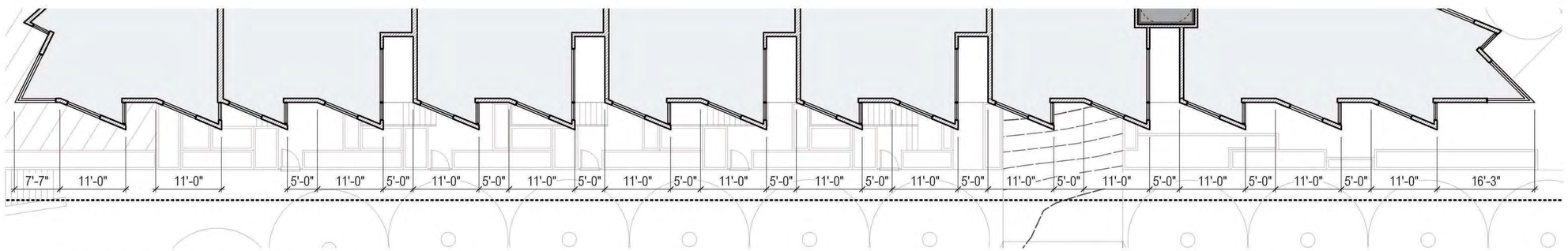
N

A7.09



2 SOUTH ELEVATION - MASONIC AVE.

1" = 10 ft



1 ILLUSTRATIVE PLAN @ LEVEL 3 (EL. +285)

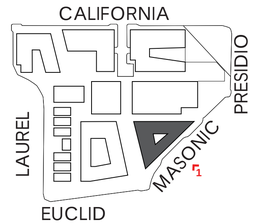
1" = 10 ft

MATERIALS KEY

- A. CEMENT BOARD SIDING
- B. CEMENT PLASTER
- C. METAL PANEL
- D. ALUMINUM WINDOW
- E. ALUMINUM & GLASS STOREFRONT SYSTEM
- F. METAL GARAGE DOOR
- G. STEEL GUARDRAIL / SCREEN
- H. COMPOSITE WOOD PLANK SIDING
- I. GREEN WALL
- J. METAL FASCIA / SUNSHADE
- K. ARCHITECTURAL CONCRETE
- L. SLAT SCREEN / RAIL
- M. BOARD AND BATTEN SIDING
- N. WOOD SHINGLES
- O. WOOD SIDING
- P. BRICK

SHEET NOTE

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC BUILDING ELEVATIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A7.11



2 WEST ELEVATION
1" = 10 ft



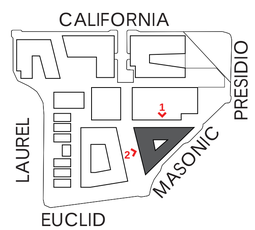
1 NORTH ELEVATION
1" = 10 ft

MATERIALS KEY

- A. CEMENT BOARD SIDING
- B. CEMENT PLASTER
- C. METAL PANEL
- D. ALUMINUM WINDOW
- E. ALUMINUM & GLASS STOREFRONT SYSTEM
- F. METAL GARAGE DOOR
- G. STEEL GUARDRAIL / SCREEN
- H. COMPOSITE WOOD PLANK SIDING
- I. GREEN WALL
- J. METAL FASCIA / SUNSHADE
- K. ARCHITECTURAL CONCRETE
- L. SLAT SCREEN / RAIL
- M. BOARD AND BATTEN SIDING
- N. WOOD SHINGLES
- O. WOOD SIDING
- P. BRICK

SHEET NOTE

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

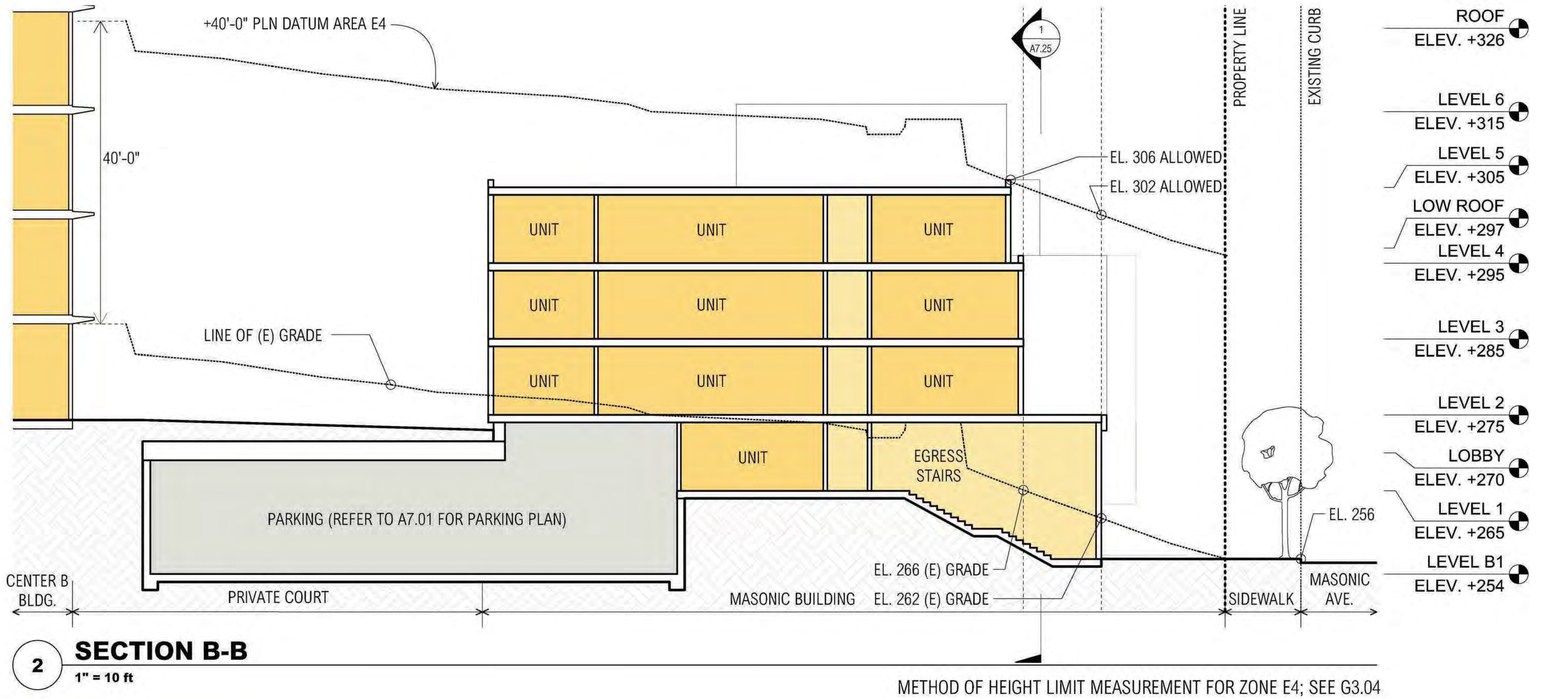
MASONIC BUILDING ELEVATIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

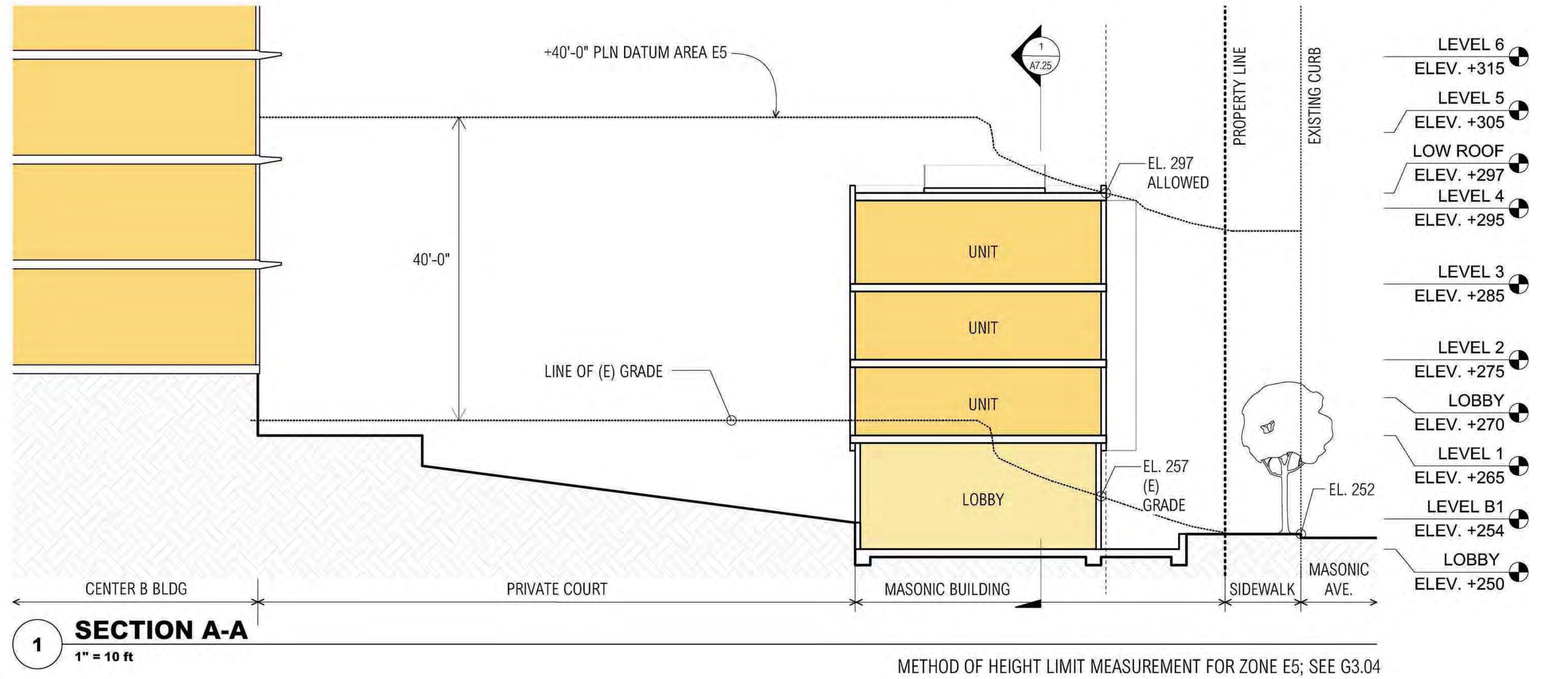
N

A7.12



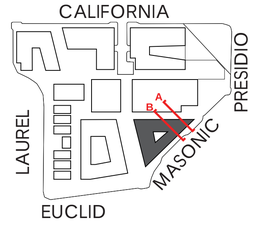
2 SECTION B-B
1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE E4; SEE G3.04



1 SECTION A-A
1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE E5; SEE G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

MASONIC BUILDING SECTIONS

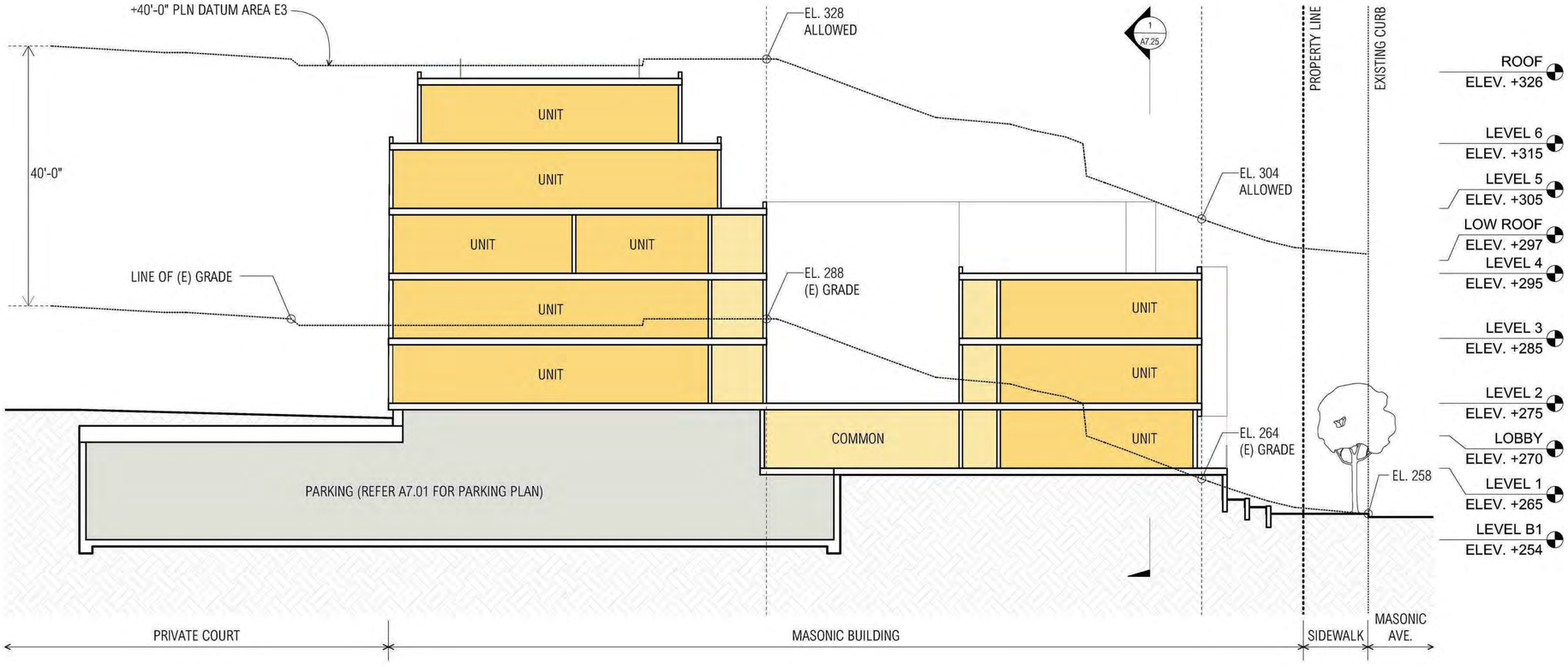
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

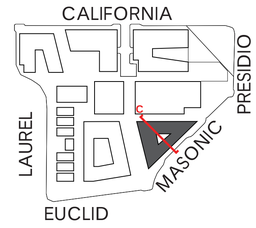
N

A7.21



1 **SECTION C-C**
1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE E3; SEE G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

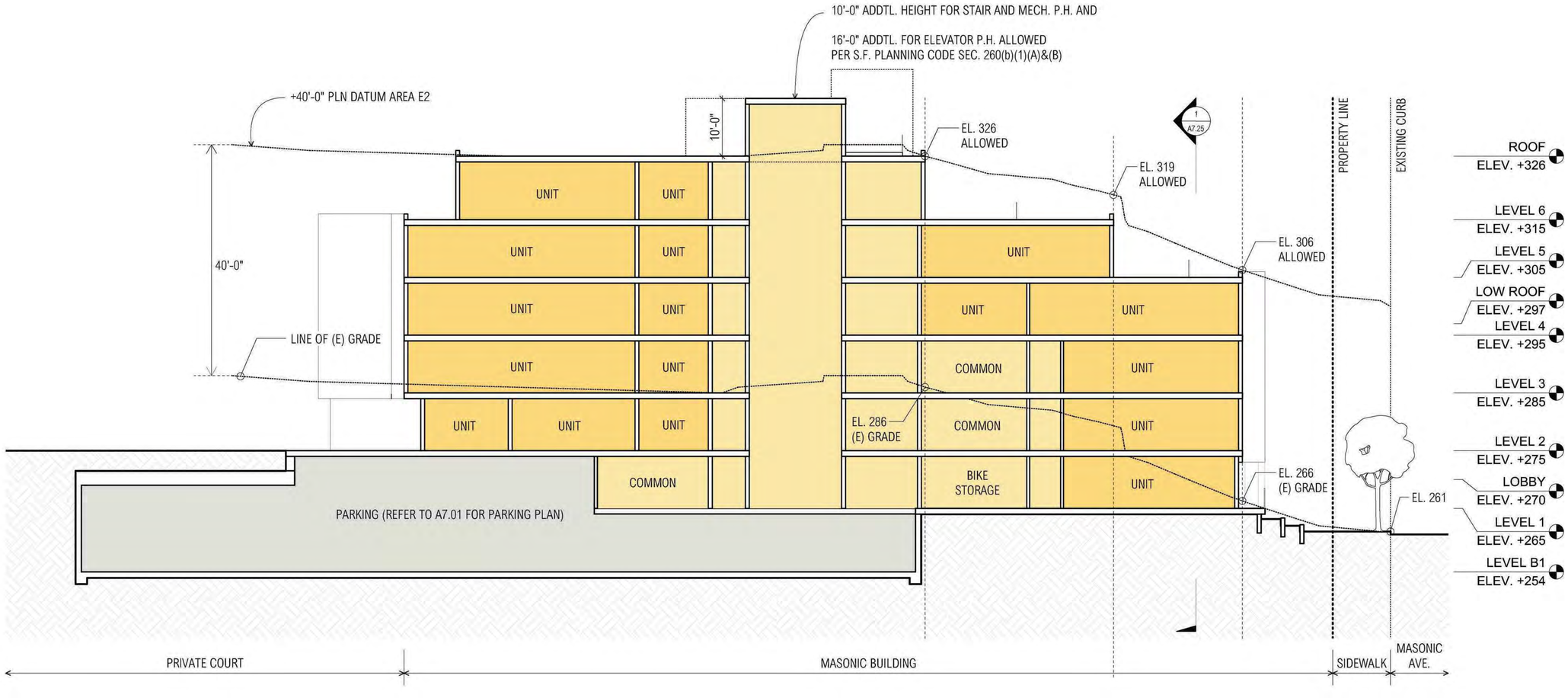
MASONIC BUILDING SECTIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

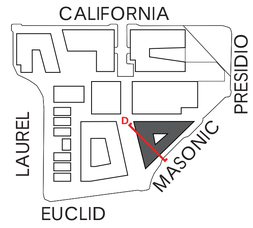
N

A7.22



1 **SECTION D-D**
1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE E2; SEE G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

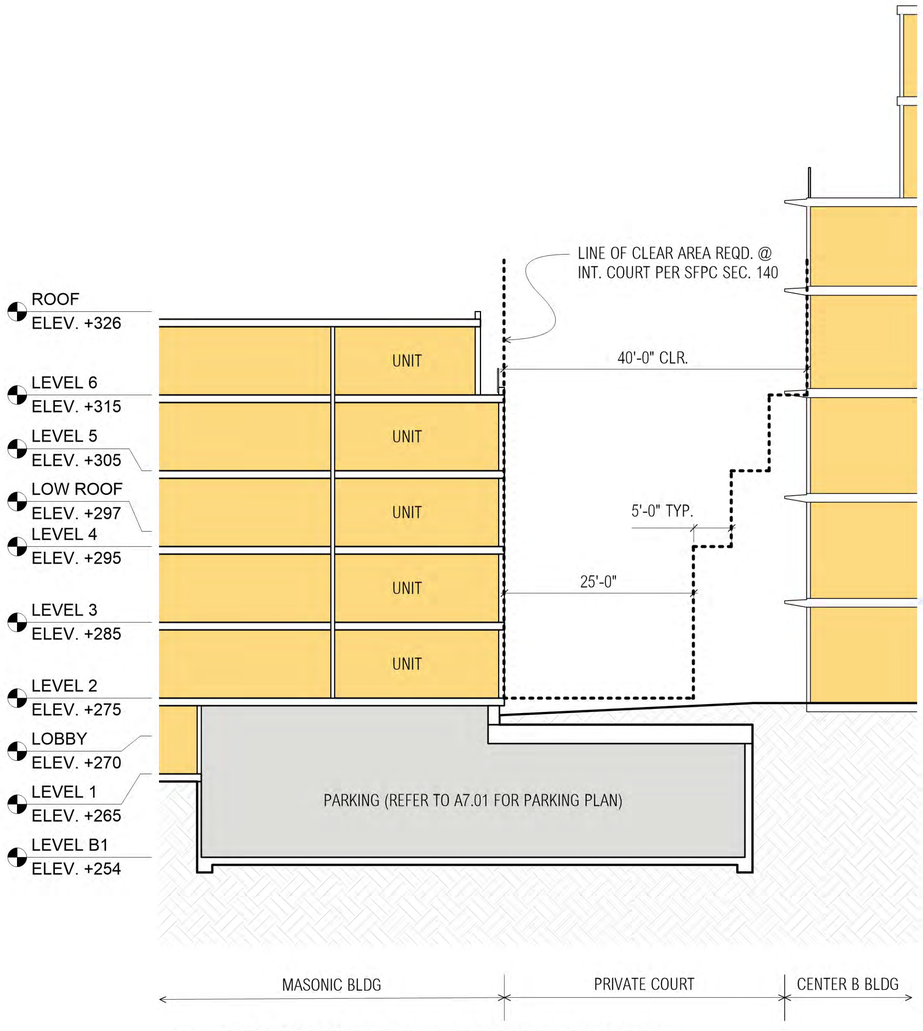
MASONIC BUILDING SECTIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

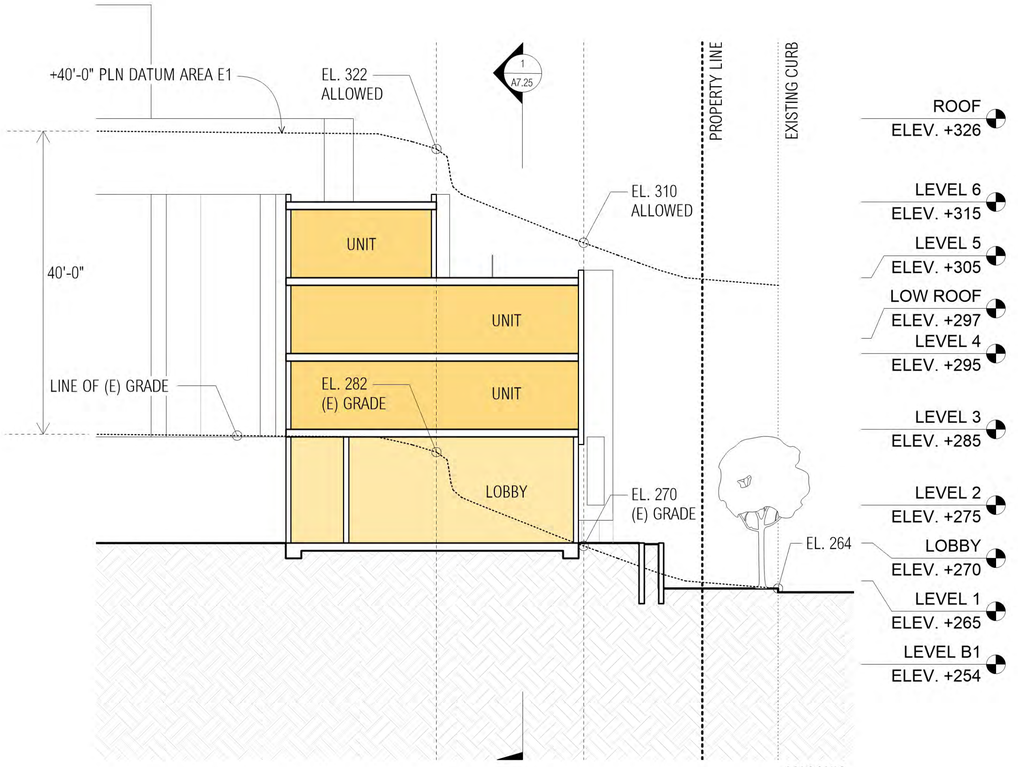
0 5' 10' 20' 30'

N

A7.23

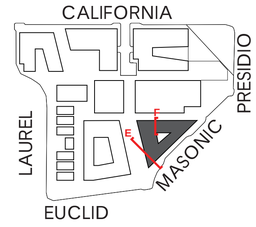


2 SECTION F-F @ INTERIOR COURT
1" = 10 ft



1 SECTION E-E
1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE E1; SEE G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

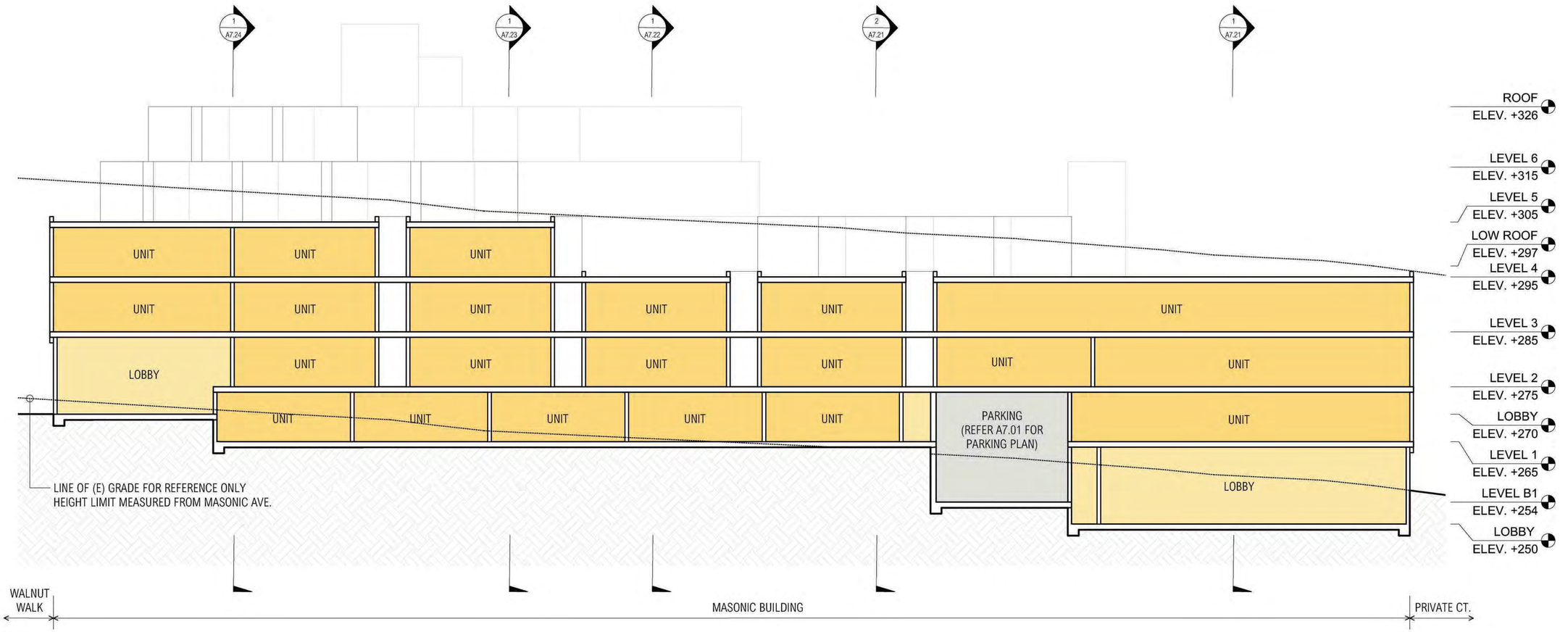
MASONIC BUILDING SECTIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

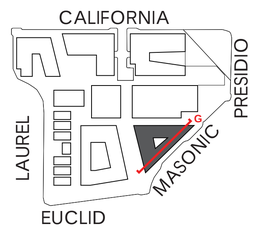
N

A7.24



1 SECTION G-G

1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

MASONIC BUILDING SECTIONS

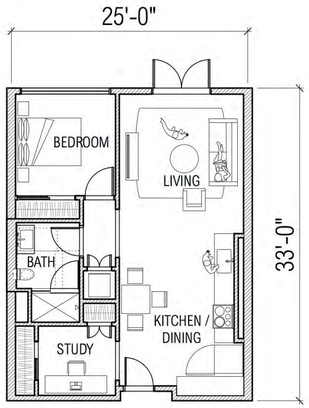
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

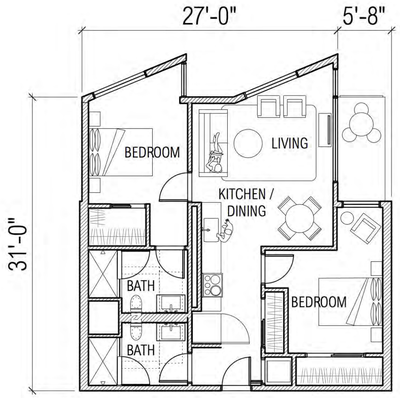
0 5' 10' 20' 30'

N

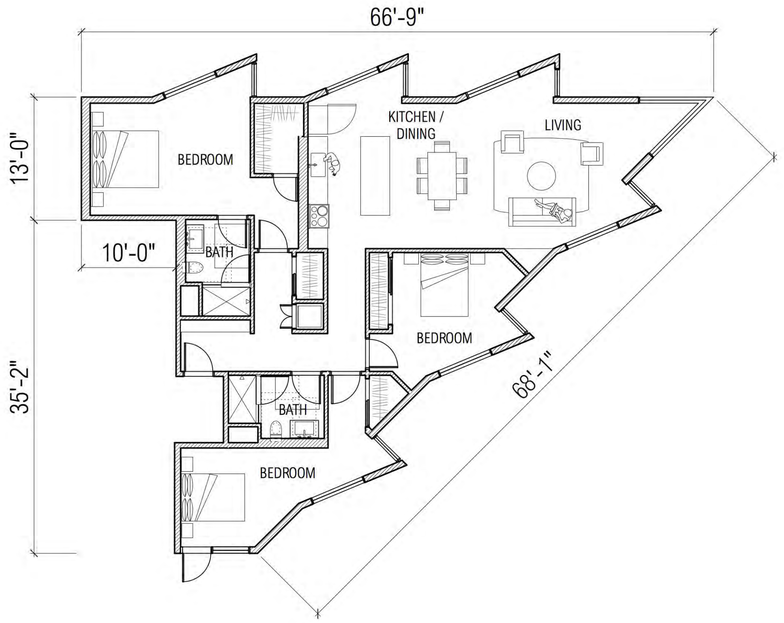
A7.25



1-BEDROOM

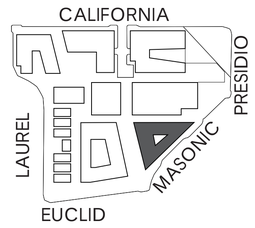


2-BEDROOM



3-BEDROOM

NOTE: UNITS ARE SHOWN FOR SCALE & REFERENCE ONLY. ADDITIONAL UNIT TYPES NOT SHOWN.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

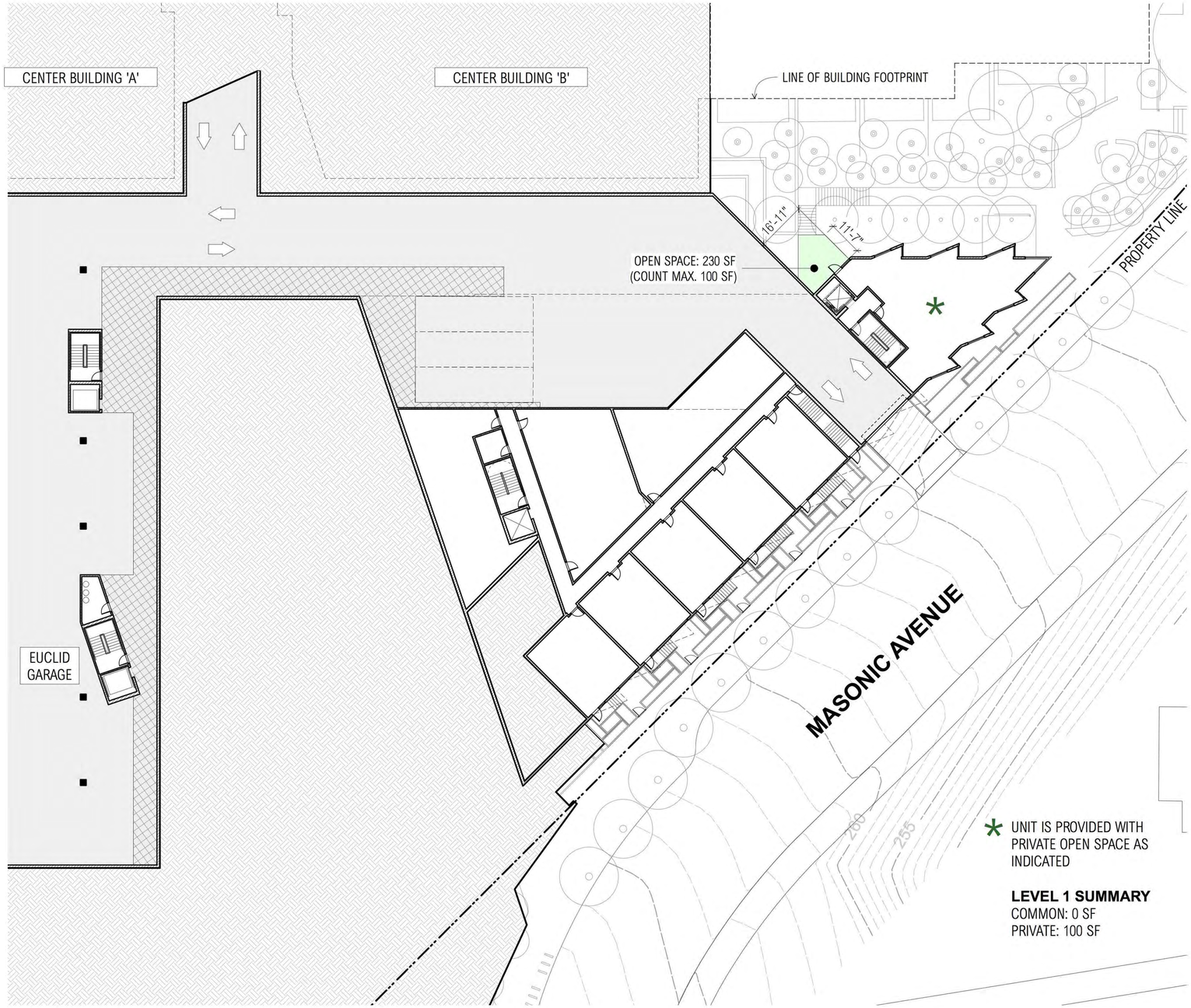
MASONIC TYPICAL UNIT PLANS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 4' 8' 16' 24'

N

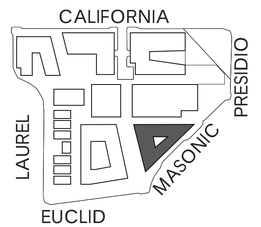
A7.30



1 **MASONIC BUILDING OPEN SPACE - LEVEL 1 (+265)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC BUILDING OPEN SPACE - LEVEL 1

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

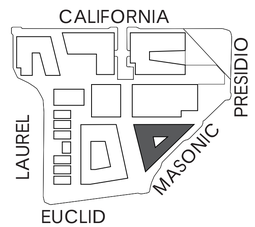
A7.41



1 **MASONIC BUILDING OPEN SPACE - LEVEL 2 (+275)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC BUILDING OPEN SPACE - LEVEL 2

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

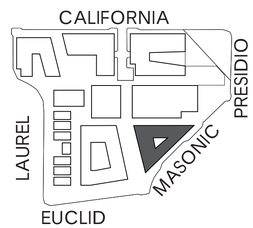
A7.42



1 **MASONIC BUILDING OPEN SPACE - LEVEL 4 (+295)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC BUILDING OPEN SPACE - LEVEL 4

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

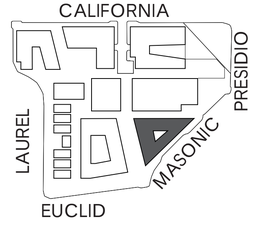
A7.43



1 **MASONIC BUILDING OPEN SPACE - LEVEL 5 (+305)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

MASONIC BUILDING OPEN SPACE - LEVEL 5

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

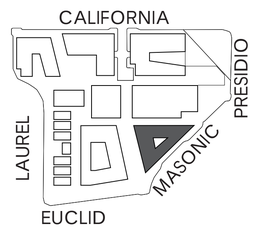
A7.44



1 **MASONIC BUILDING OPEN SPACE - LEVEL 6 (+315)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC BUILDING OPEN SPACE - LEVEL 6

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

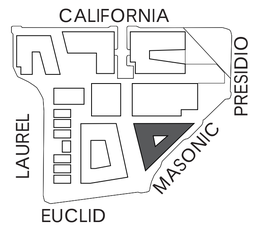
A7.45



1 **MASONIC BUILDING OPEN SPACE - ROOF LEVEL (+325)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

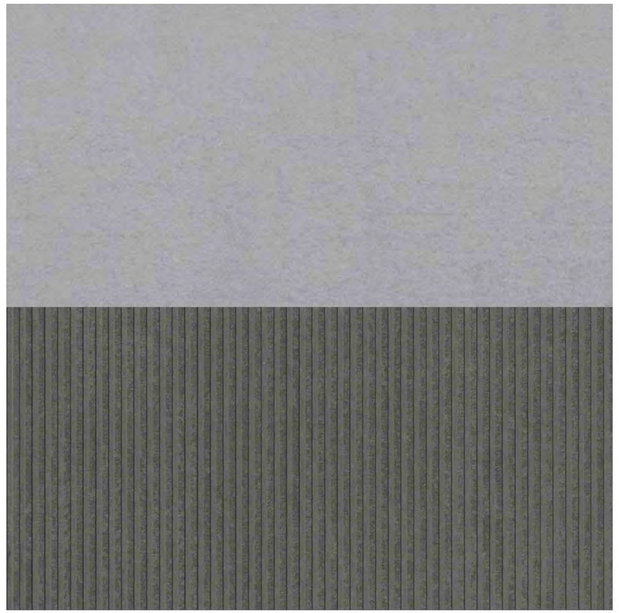
MASONIC BUILDING OPEN SPACE - ROOF

07.03.2019
PLANNING APPLICATION SUBMITTAL

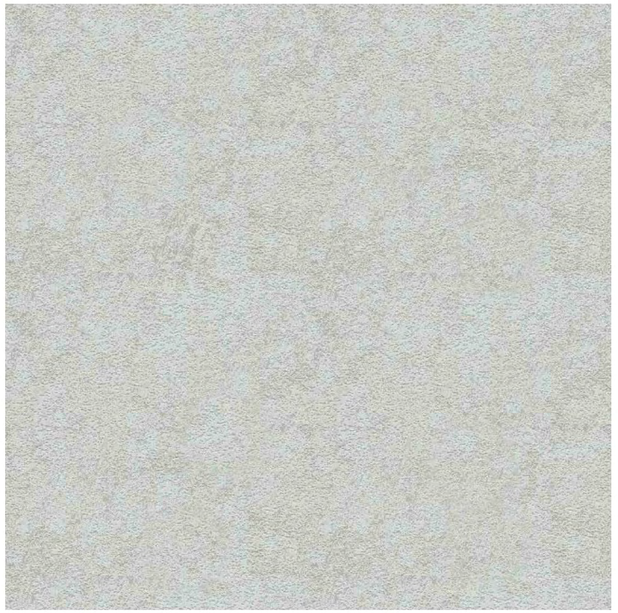
0 10' 20' 40' 60'

N

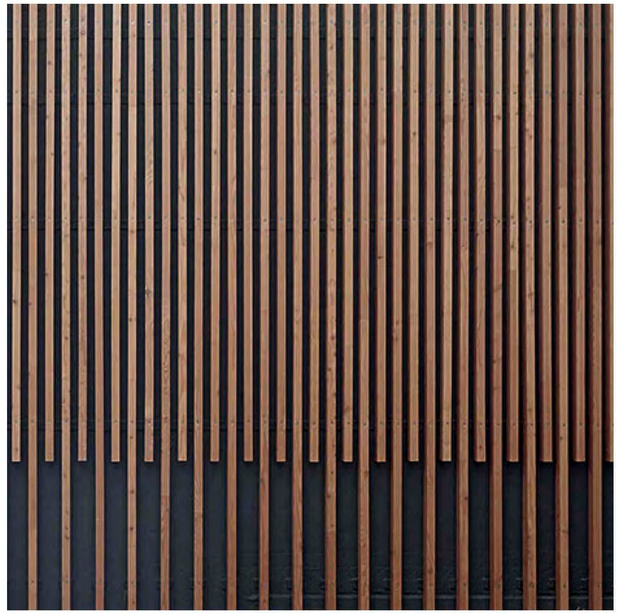
A7.46



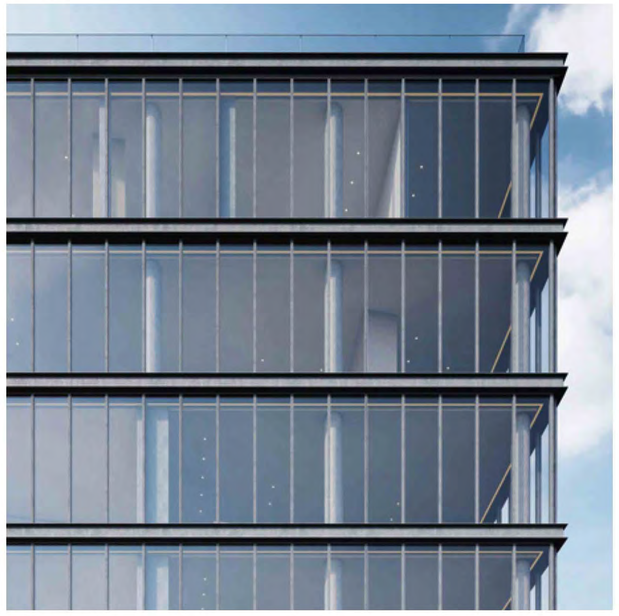
A CEMENT BOARD



B CEMENT PLASTER



L SLAT SCREEN



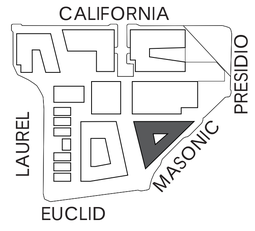
D E ALUMINUM STOREFRONT WINDOW SYSTEM



G STEEL GUARDRAIL



K ARCHITECTURAL CONCRETE PLANTERS



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC MATERIAL PALETTE

07.03.2019
PLANNING APPLICATION SUBMITTAL

A7.50



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MASONIC BULDING PERSPECTIVE

07.03.2019
PLANNING APPLICATION SUBMITTAL

A7.60



PARKING

RETAIL USABLE

RETAIL B.O.H.

COMMERCIAL

COMMERCIAL, CORE

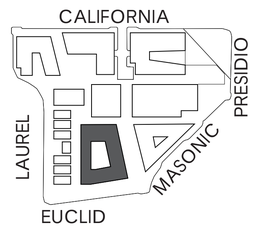
RESIDENTIAL HOMES

RESIDENTIAL CORE

LANDSCAPED ROOF

OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



* UNIT REQUIRES A MODIFICATION TO S.F.P.C. SECTION 140
SEE SECTION 2/A8.13 FOR MORE INFORMATION

1 **EUCLID BUILDING PLAN - LEVEL 1 (EL. +275)**
1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

EUCLID BUILDING PLAN - LEVEL 1

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A8.01



PARKING

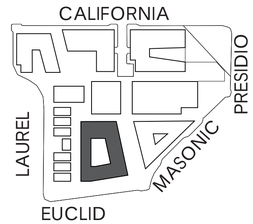
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



* UNIT REQUIRES A MODIFICATION TO S.F.P.C. SECTION 140
SEE SECTION 2/A8.13 FOR MORE INFORMATION

1 **EUCLID BUILDING PLAN - LEVEL 2 (EL. +285)**
1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

EUCLID BUILDING PLAN - LEVEL 2

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A8.02



PARKING

RETAIL USABLE

RETAIL B.O.H.

COMMERCIAL

COMMERCIAL, CORE

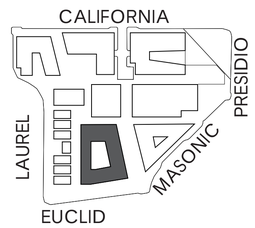
RESIDENTIAL HOMES

RESIDENTIAL CORE

LANDSCAPED ROOF

OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



1 EUCLID BUILDING PLAN - LEVEL 3 (EL. +295)

1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING PLAN - LEVEL 3

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

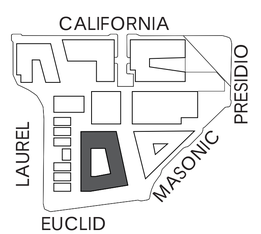
A8.03



1 **EUCLID BUILDING PLAN - LEVEL 4 (EL. +305)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

EUCLID BUILDING PLAN - LEVEL 4

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A8.04



PARKING

RETAIL USABLE

RETAIL B.O.H.

COMMERCIAL

COMMERCIAL, CORE

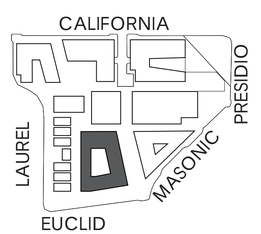
RESIDENTIAL HOMES

RESIDENTIAL CORE

LANDSCAPED ROOF

OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



1 EUCLID BUILDING PLAN - LEVEL 5 (EL. +315)

1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING PLAN - LEVEL 5

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

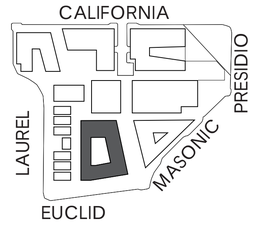
A8.05



1 **EUCLID BUILDING PLAN - LEVEL 6 (EL. +325)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

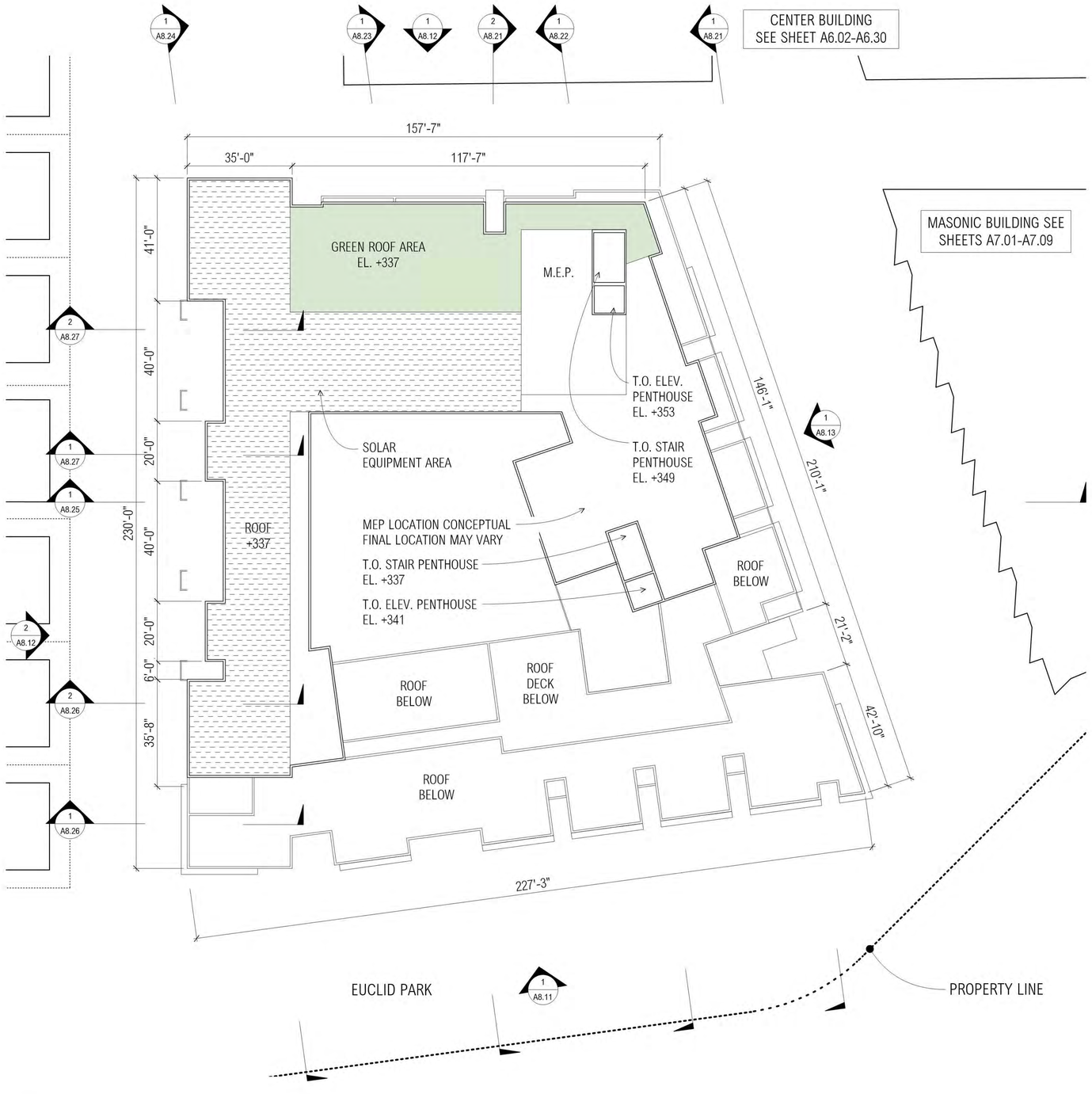
EUCLID BUILDING PLAN - LEVEL 6

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A8.06



PARKING

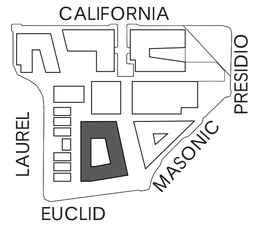
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



1 EUCLID BUILDING ROOF PLAN (EL. +337)

1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING ROOF PLAN

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

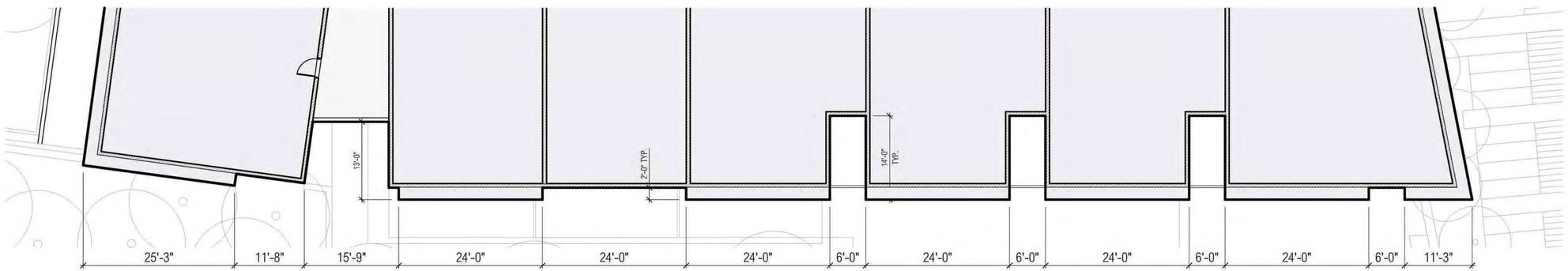
N

A8.07



2 SOUTH ELEVATION - EUCLID AVE

1" = 10 ft



1 ILLUSTRATIVE PLAN @ LEVEL 3 (EL. +295)

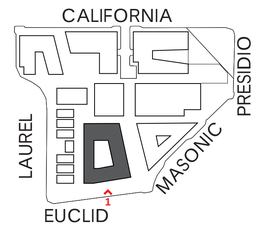
1" = 10 ft

MATERIALS KEY

- A. CEMENT BOARD SIDING
- B. CEMENT PLASTER
- C. METAL PANEL
- D. ALUMINUM WINDOW
- E. ALUMINUM & GLASS STOREFRONT SYSTEM
- F. METAL GARAGE DOOR
- G. STEEL GUARDRAIL / SCREEN
- H. COMPOSITE WOOD PLANK SIDING
- I. GREEN WALL
- J. METAL FASCIA / SUNSHADE
- K. ARCHITECTURAL CONCRETE
- L. SLAT SCREEN / RAIL
- M. BOARD AND BATTEN SIDING
- N. WOOD SHINGLES
- O. WOOD SIDING
- P. BRICK

SHEET NOTE

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

EUCLID BUILDING ELEVATIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

A8.11



2 WEST ELEVATION

1" = 10 ft



1 NORTH ELEVATION

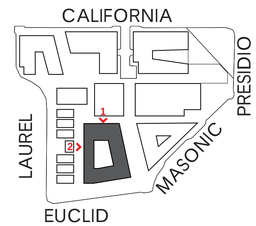
1" = 10 ft

MATERIALS KEY

- A. CEMENT BOARD SIDING
- B. CEMENT PLASTER
- C. METAL PANEL
- D. ALUMINUM WINDOW
- E. ALUMINUM & GLASS STOREFRONT SYSTEM
- F. METAL GARAGE DOOR
- G. STEEL GUARDRAIL / SCREEN
- H. COMPOSITE WOOD PLANK SIDING
- I. GREEN WALL
- J. METAL FASCIA / SUNSHADE
- K. ARCHITECTURAL CONCRETE
- L. SLAT SCREEN / RAIL
- M. BOARD AND BATTEN SIDING
- N. WOOD SHINGLES
- O. WOOD SIDING
- P. BRICK

SHEET NOTE

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

EUCLID BUILDING ELEVATIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

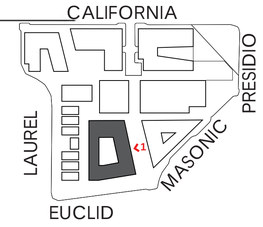
A8.12

MATERIALS KEY		SHEET NOTE
A. CEMENT BOARD SIDING	H. COMPOSITE WOOD PLANK SIDING	* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04
B. CEMENT PLASTER	I. GREEN WALL	
C. METAL PANEL	J. METAL FASCIA / SUNSHADE	
D. ALUMINUM WINDOW	K. ARCHITECTURAL CONCRETE	
E. ALUMINUM & GLASS STOREFRONT SYSTEM	L. SLAT SCREEN / RAIL	
F. METAL GARAGE DOOR	M. BOARD AND BATTEN SIDING	
G. STEEL GUARDRAIL / SCREEN	N. WOOD SHINGLES	
	O. WOOD SIDING	
	P. BRICK	



1 EAST ELEVATION

1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

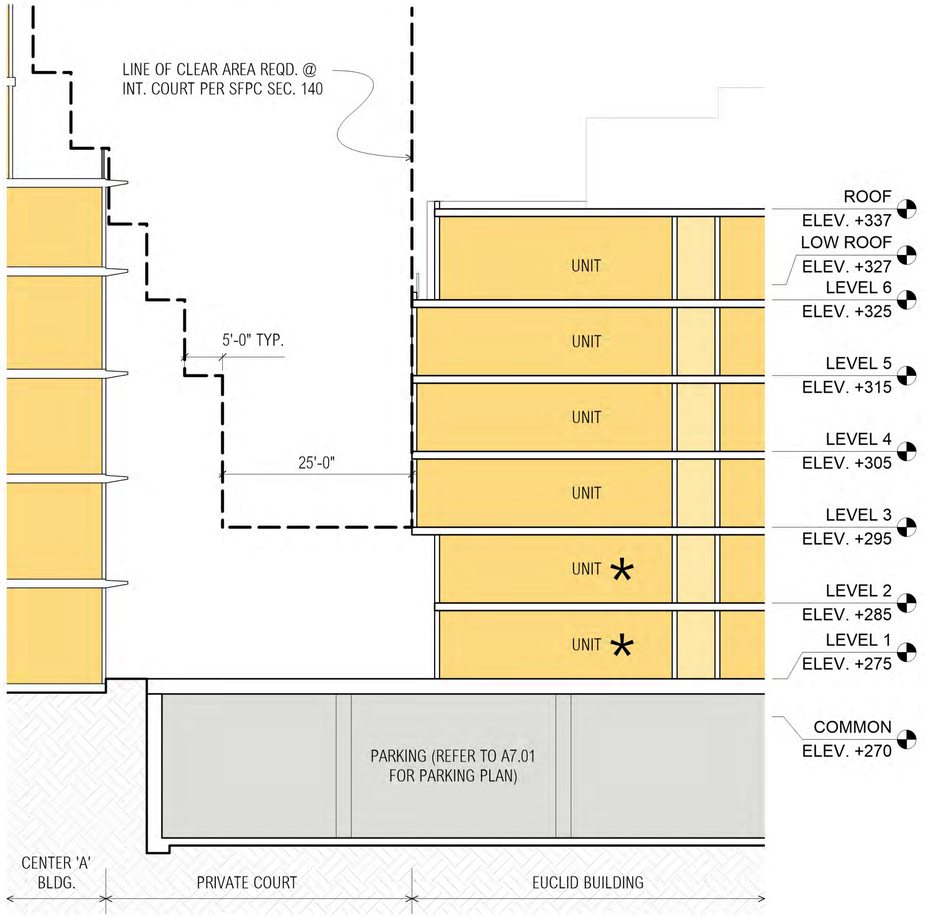
07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

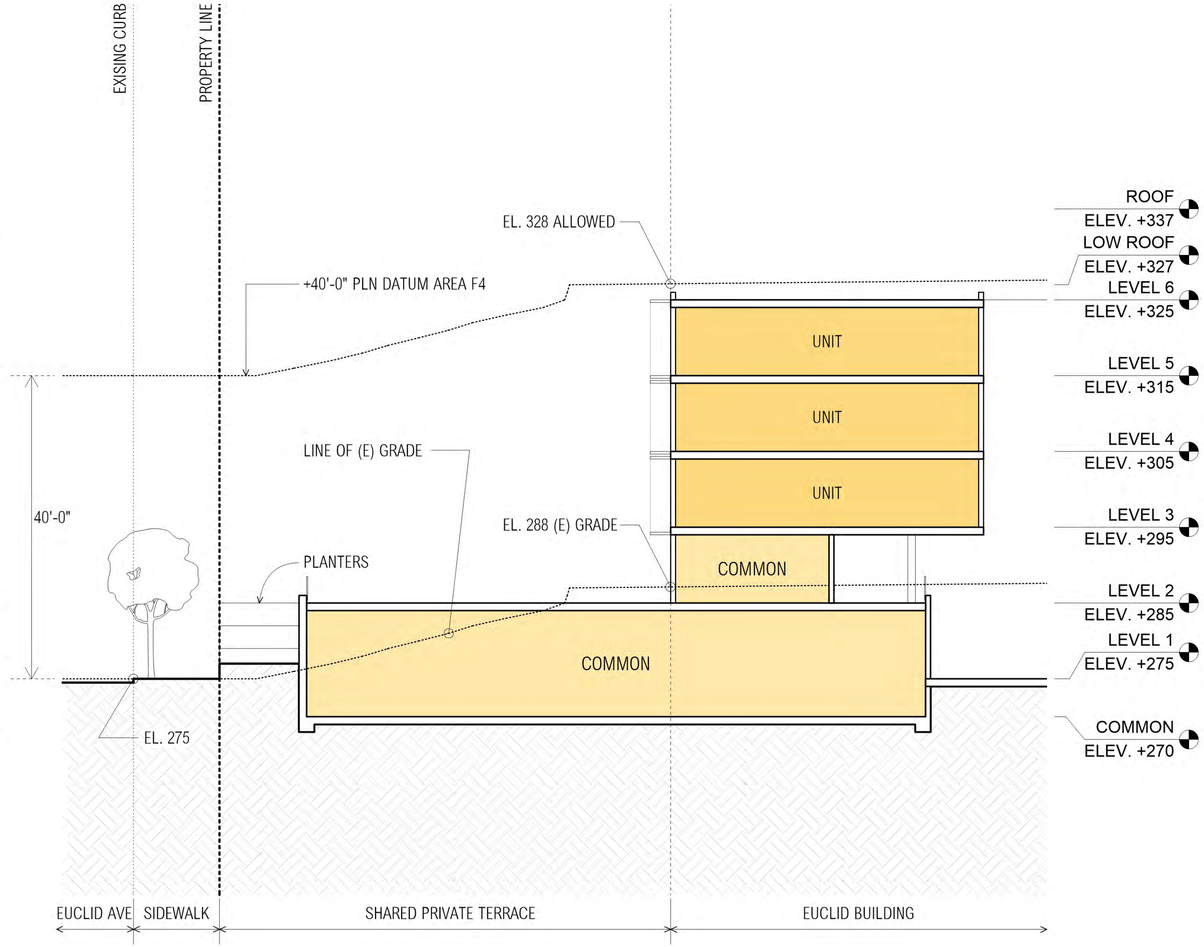
A8.13

* UNIT REQUIRES A MODIFICATION TO S.F.P.C. SECTION 140
SEE SECTION 2/A9.12 FOR MORE INFORMATION



2 SECTION F-F @ INTERIOR COURT

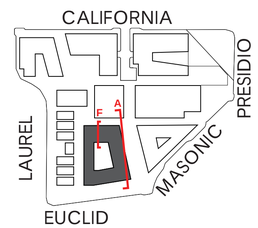
1" = 10 ft



1 SECTION A-A

1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE F4; SEE G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING SECTIONS

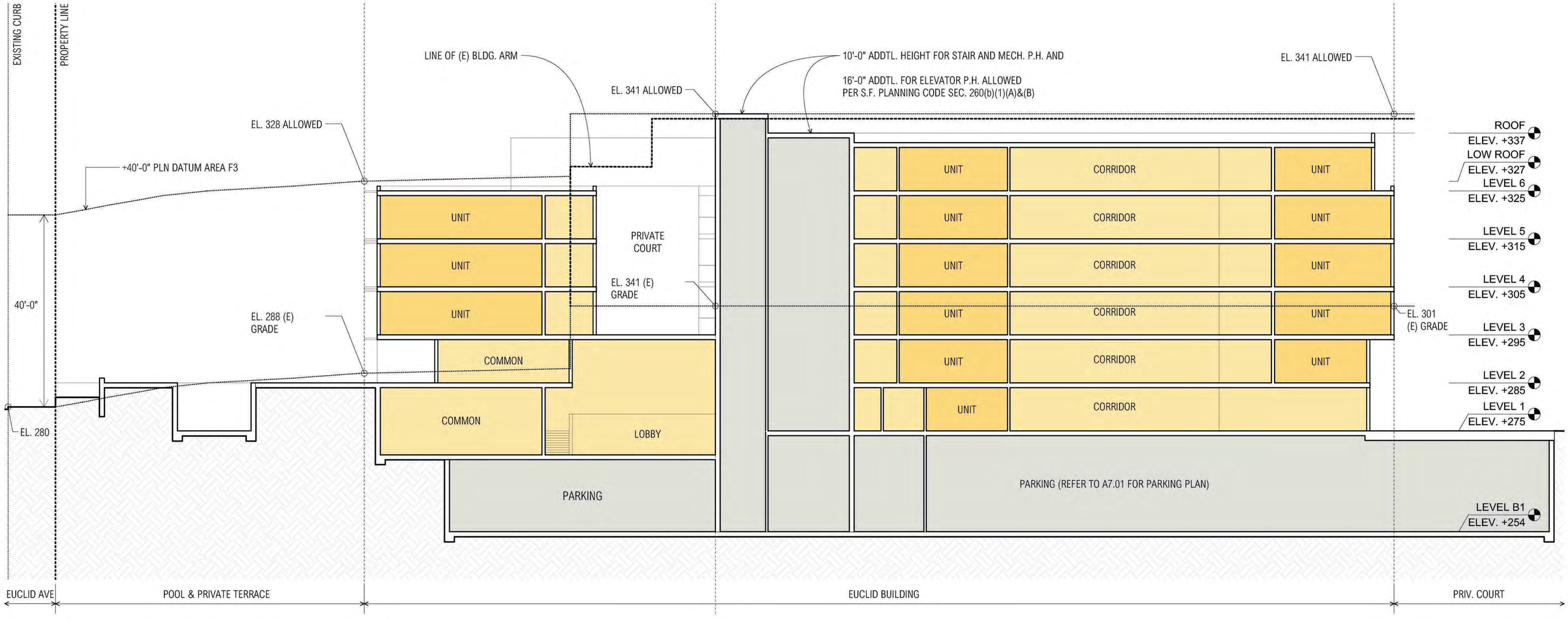
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

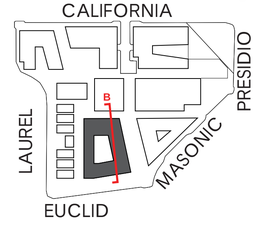
A8.21



1 SECTION B-B

1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE F3; SEE G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING SECTIONS

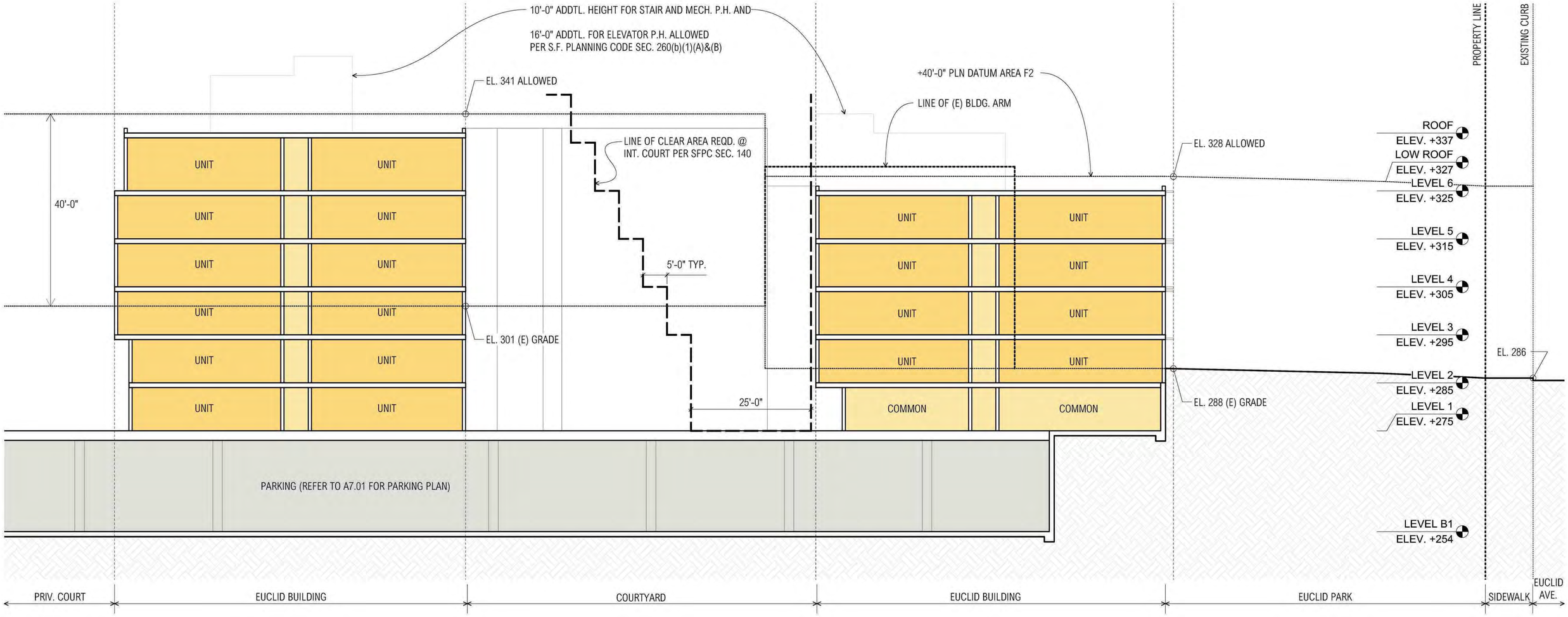
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

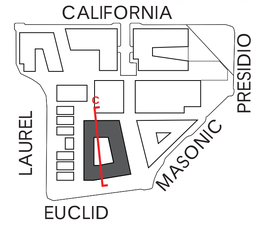
A8.22



1 SECTION C-C

1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE F2; SEE G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

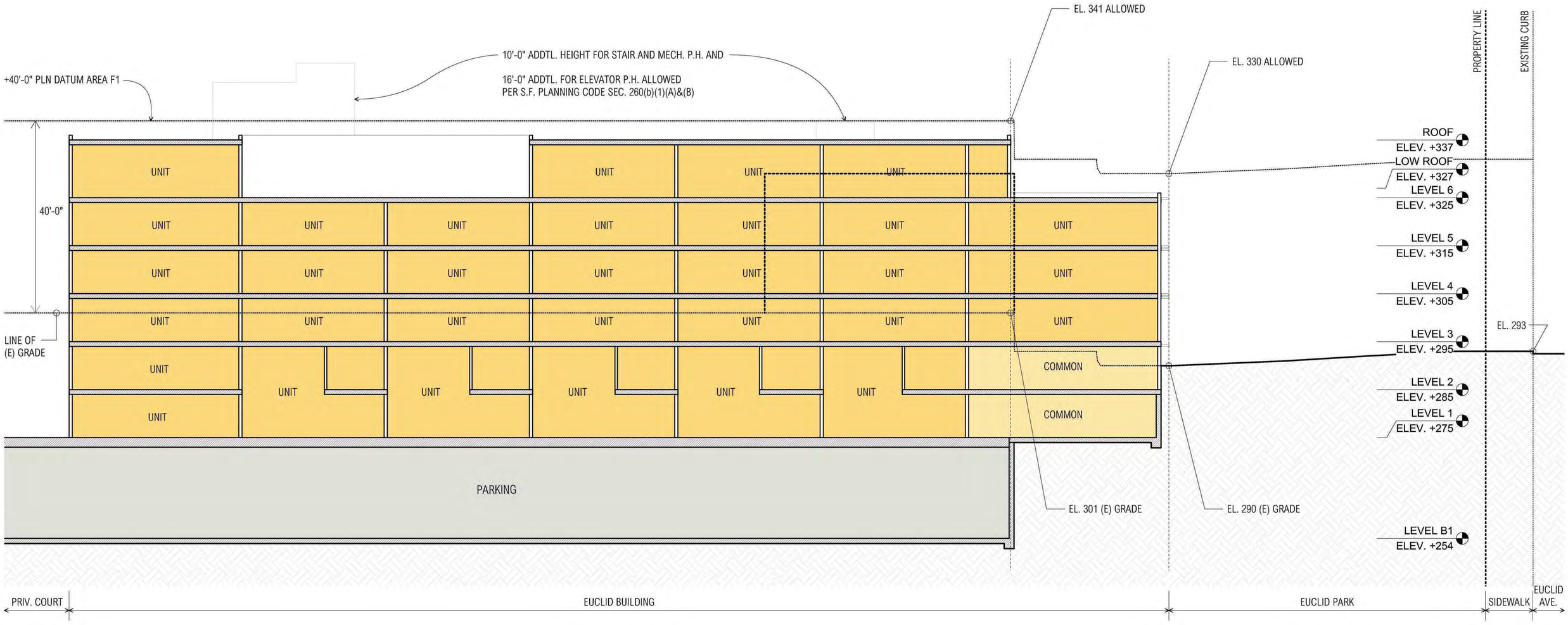
07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

EUCLID BUILDING SECTIONS

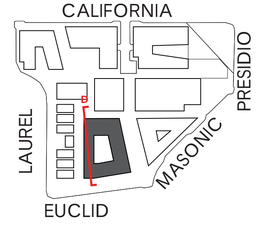
A8.23



1 SECTION D-D

1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE F1; SEE G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING SECTIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

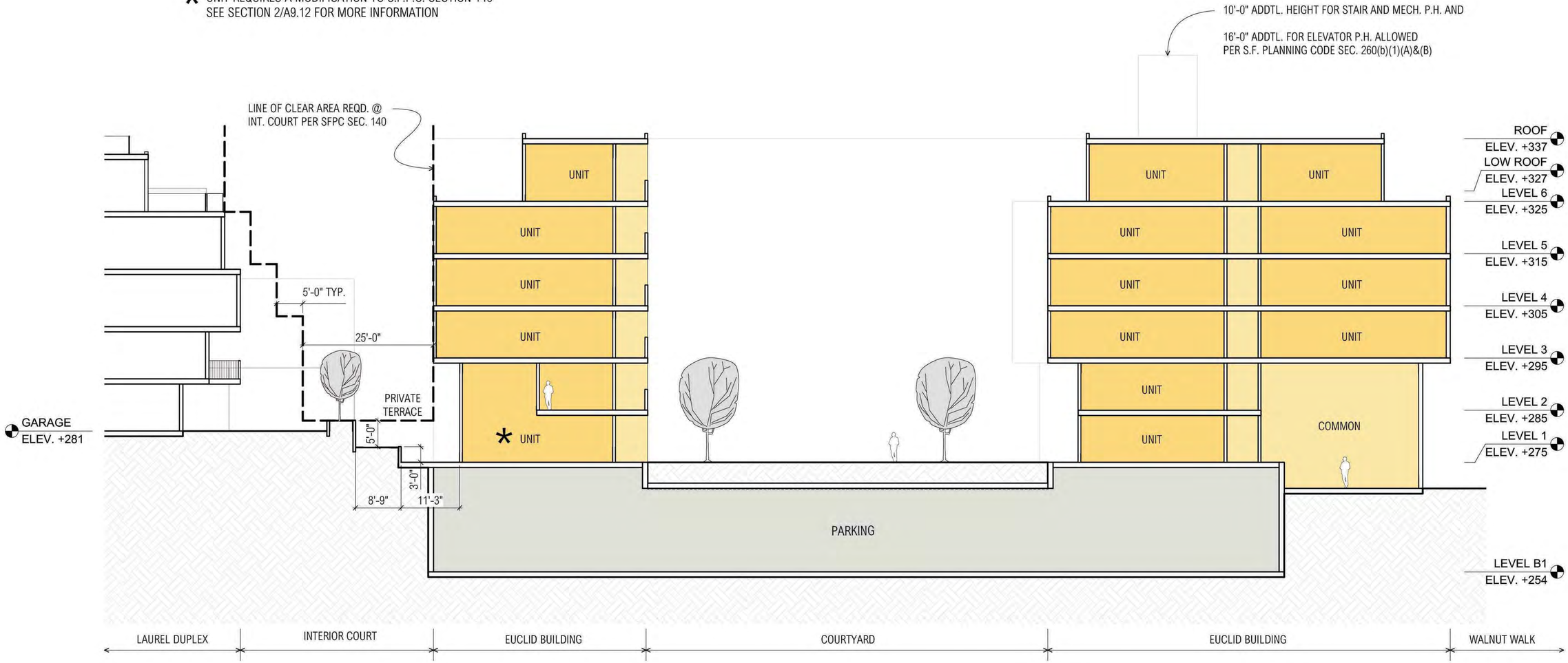
07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

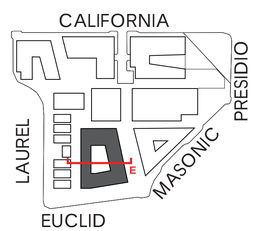
N

A8.24

* UNIT REQUIRES A MODIFICATION TO S.F.P.C. SECTION 140
SEE SECTION 2/A9.12 FOR MORE INFORMATION



1 SECTION E-E
1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING SECTIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

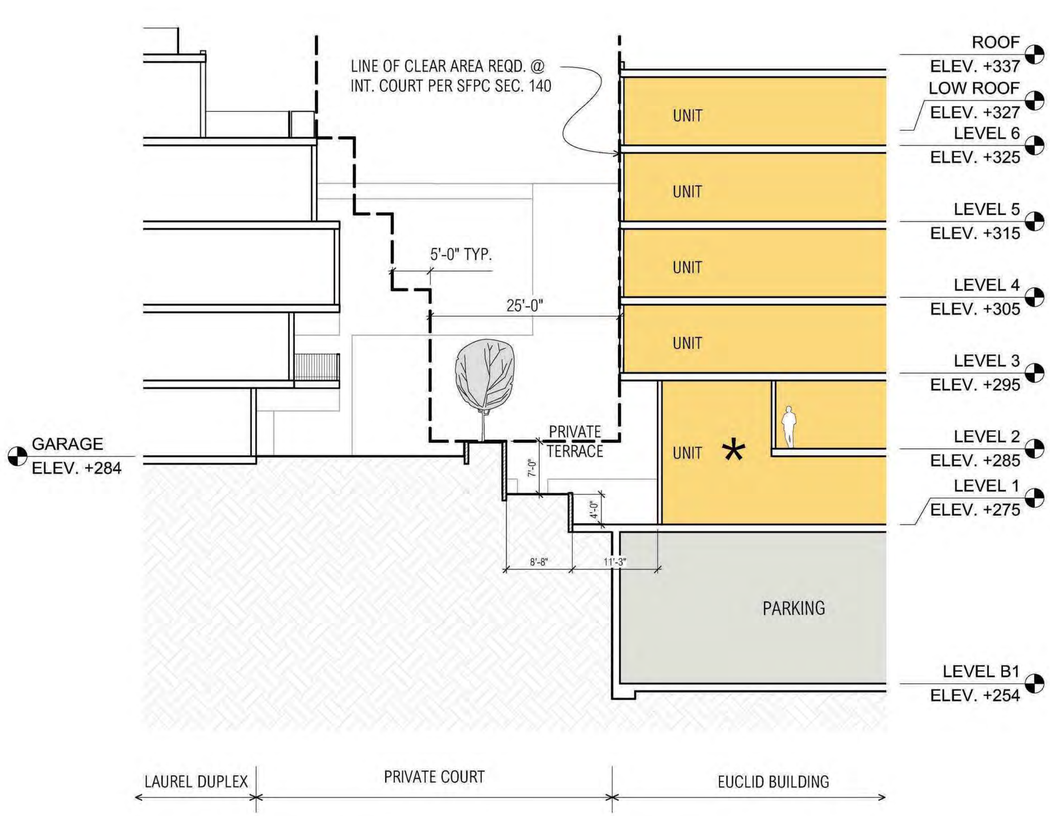
07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

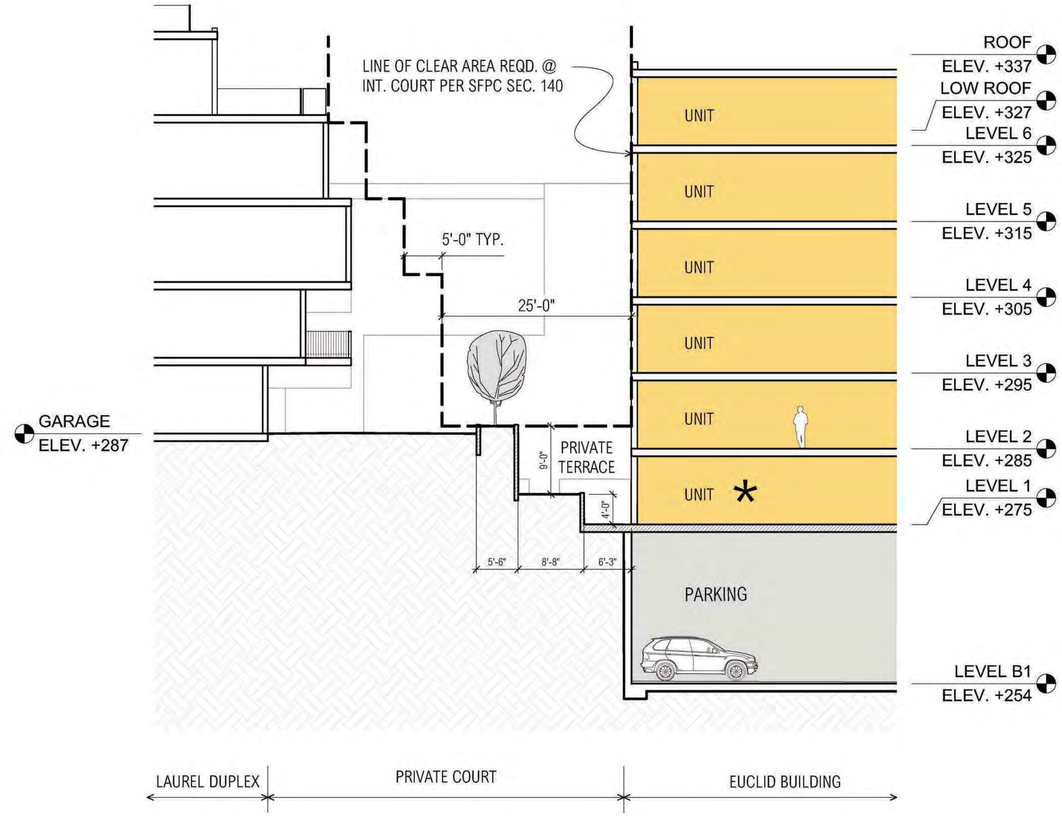
N

A8.25

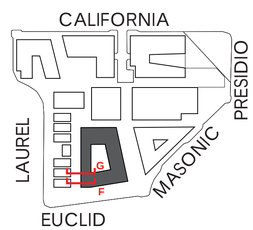
* UNIT REQUIRES A MODIFICATION TO S.F.P.C. SECTION 140
SEE SECTION 2/A9.12 FOR MORE INFORMATION



2 SECTION G-G
1" = 10 ft



1 SECTION F-F
1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING SECTIONS

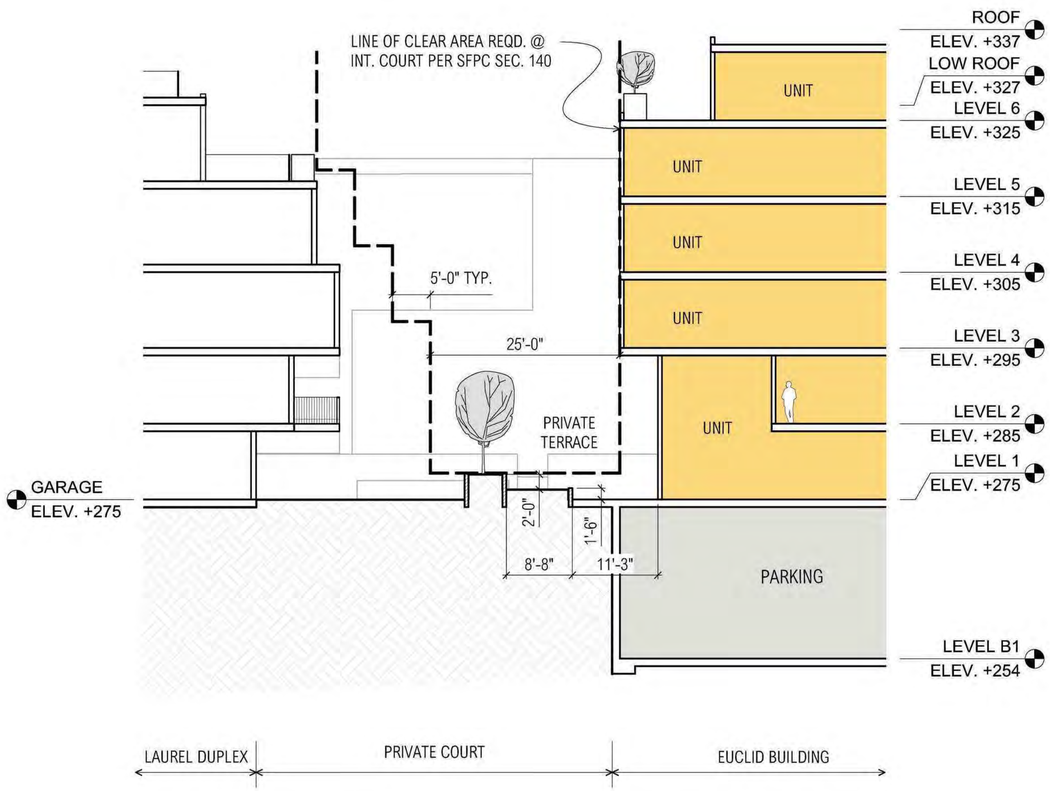
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

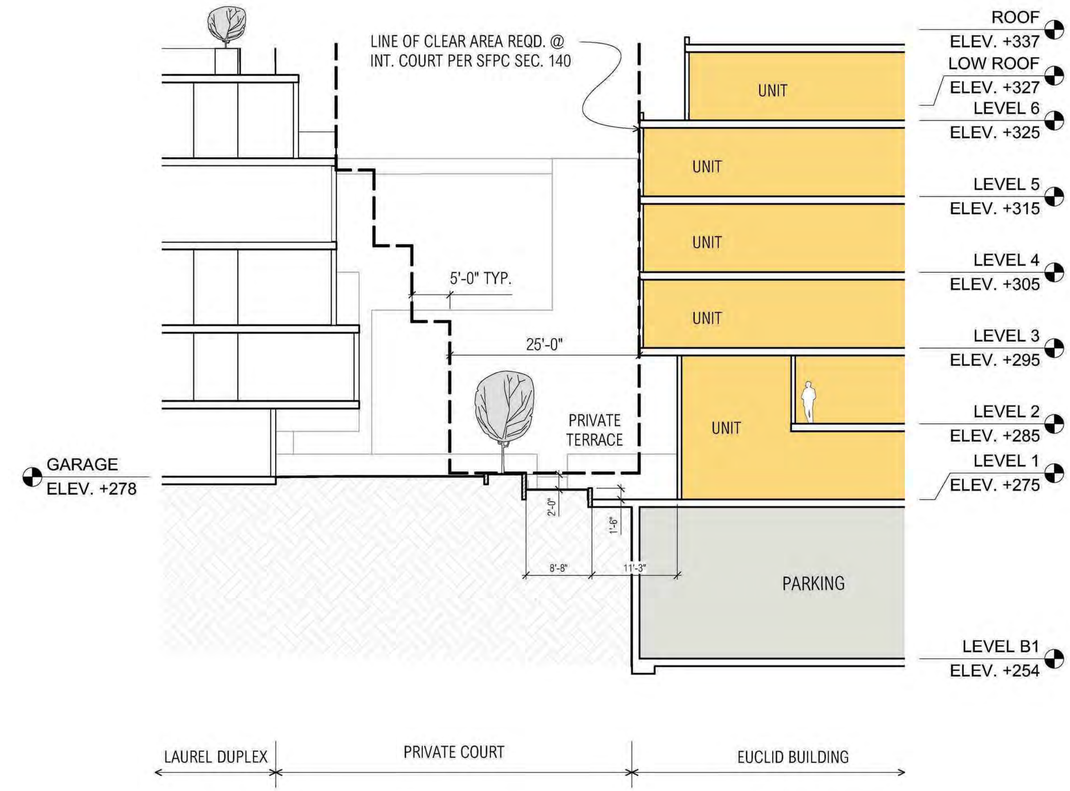
N

A8.26



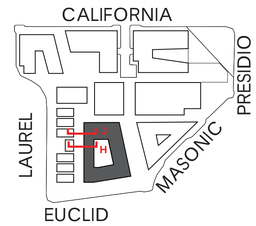
2 SECTION J-J

1" = 10 ft



1 SECTION H-H

1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING SECTIONS

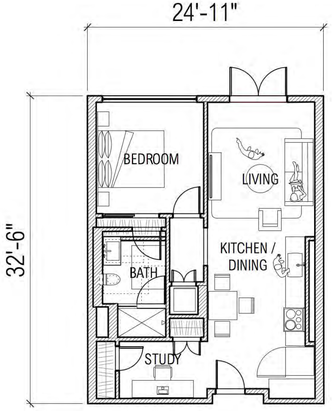
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

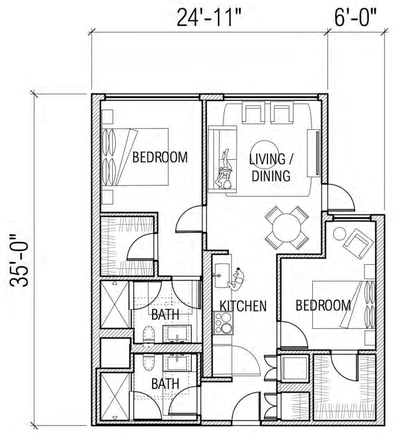
0 5' 10' 20' 30'

N

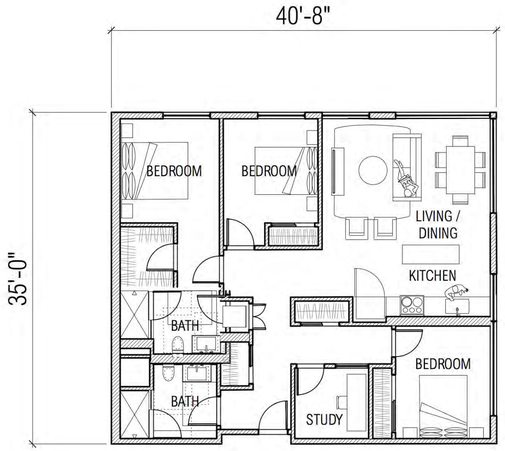
A8.27



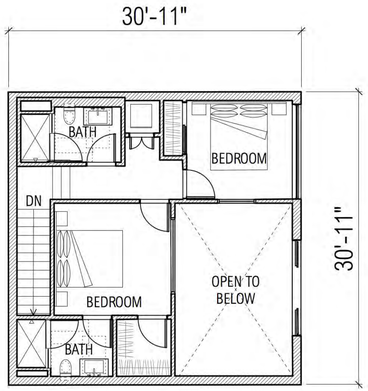
1-BEDROOM



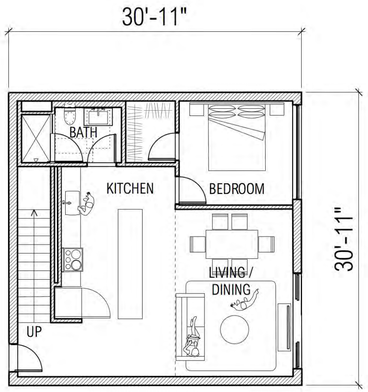
2-BEDROOM



3-BEDROOM

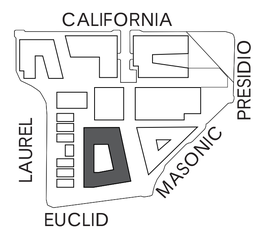


TOWNHOUSE LEVEL 2



TOWNHOUSE LEVEL 1

NOTE: UNITS ARE SHOWN FOR SCALE & REFERENCE ONLY. ADDITIONAL UNIT TYPES NOT SHOWN.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID TYPICAL UNIT PLANS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 4' 8' 16' 24'

N

A8.30



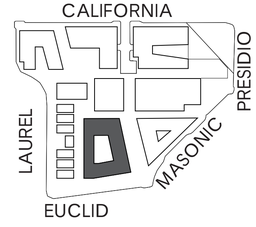
1 **EUCLID BUILDING OPEN SPACE - LEVEL 1 (EL. +275)**
1" = 20 ft

* UNIT IS PROVIDED WITH PRIVATE OPEN SPACE AS INDICATED

LEVEL 1 SUMMARY
COMMON: 4000 SF
PRIVATE: 2000 SF

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING OPEN SPACE - LEVEL 1

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A8.41



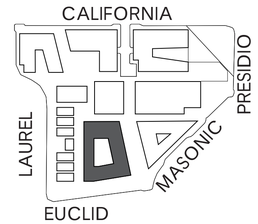
1 **EUCLID BUILDING OPEN SPACE - LEVEL 2 (EL. +285)**
1" = 20 ft

* UNIT IS PROVIDED WITH PRIVATE OPEN SPACE AS INDICATED

LEVEL 2 SUMMARY
COMMON: 2780 SF
PRIVATE: 0 SF

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING OPEN SPACE - LEVEL 2

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A8.42



1 **EUCLID BUILDING OPEN SPACE - LEVEL 3 (EL. +295)**
1" = 20 ft

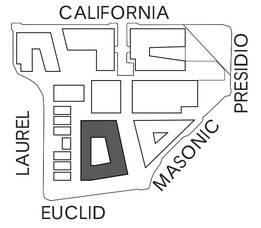
* UNIT IS PROVIDED WITH PRIVATE OPEN SPACE AS INDICATED

LEVEL 3 SUMMARY
COMMON: 1000 SF
PRIVATE: 0 SF

NOTE: NO OPEN SPACE PROVIDED ON LEVEL 4 & 5

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING OPEN SPACE - LEVEL 3

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A8.43



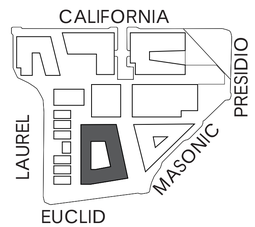
1 **EUCLID BUILDING OPEN SPACE - LEVEL 6 (EL. +325)**
1" = 20 ft

* UNIT IS PROVIDED WITH PRIVATE OPEN SPACE AS INDICATED

LEVEL 6 SUMMARY
COMMON: 1,880 SF
PRIVATE: 500 SF

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING OPEN SPACE - LEVEL 6

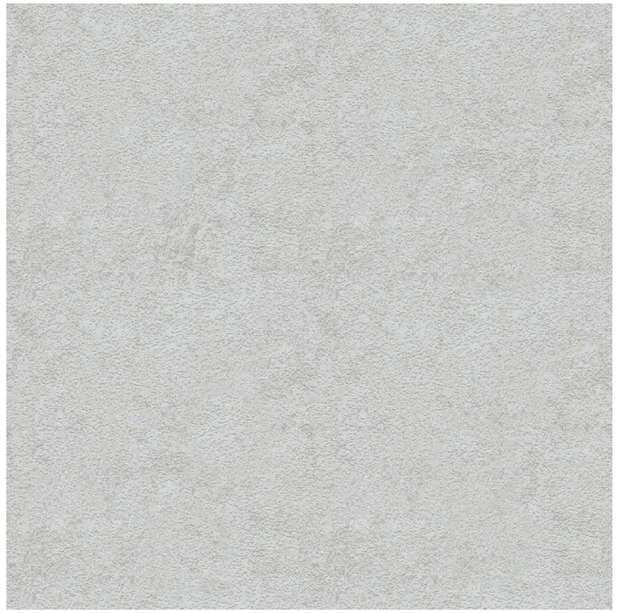
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

A8.44



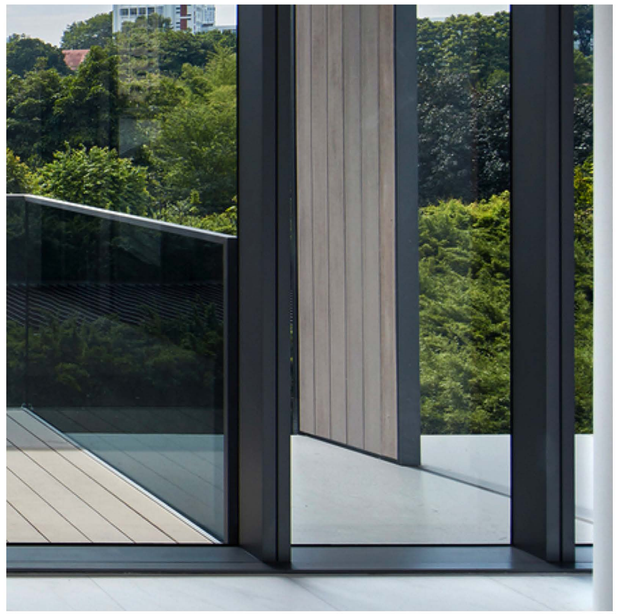
B CEMENT PLASTER



H COMPOSITE WOOD PLANK SIDING



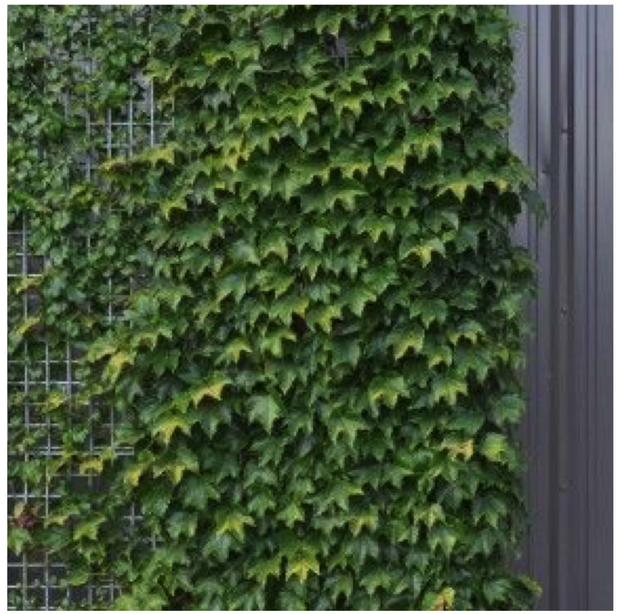
K ARCHITECTURAL CONCRETE



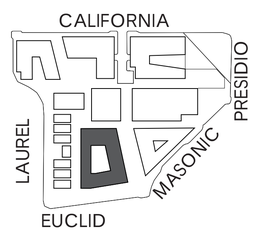
D **E** ALUMINUM STOREFRONT WINDOW SYSTEM



G STEEL GUARDRAIL



I GREEN WALL



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID BUILDING PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

A8.60



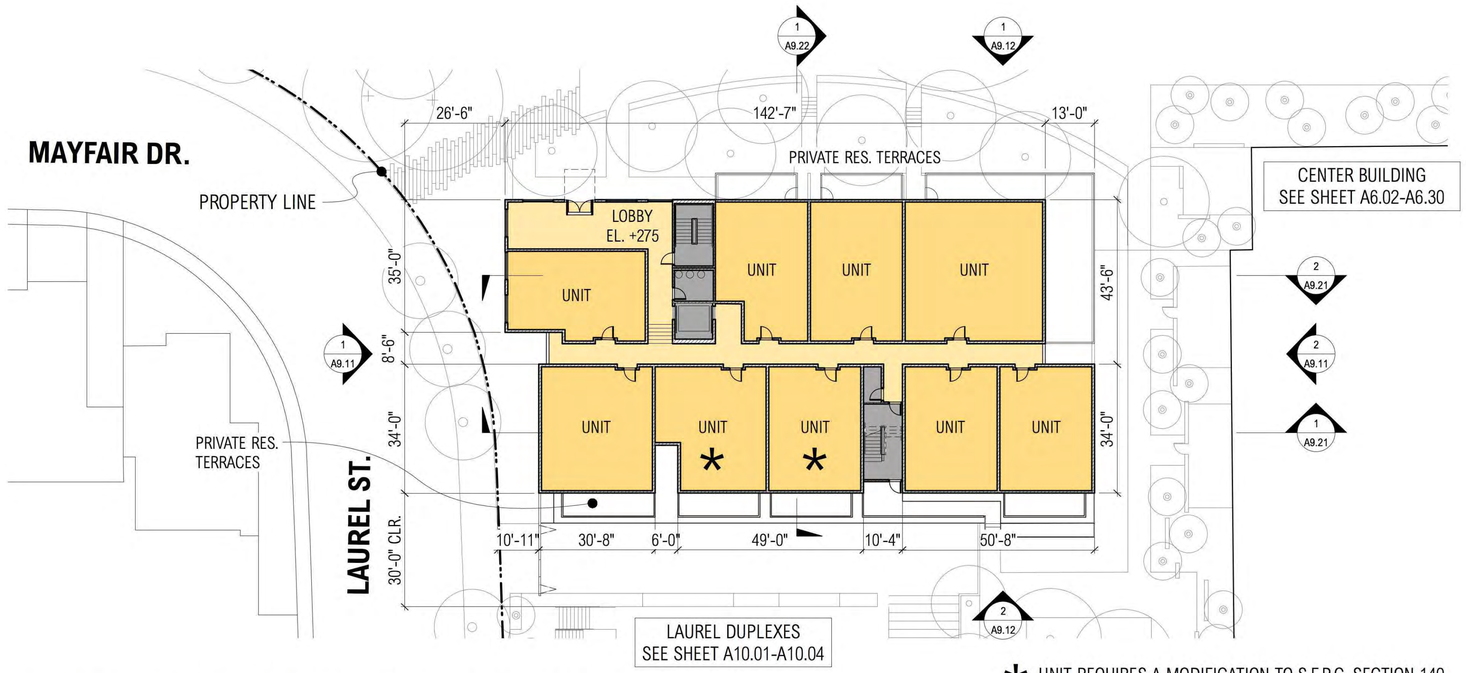
3333 CALIFORNIA STREET SAN FRANCISCO, CA

EUCLID GREEN PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

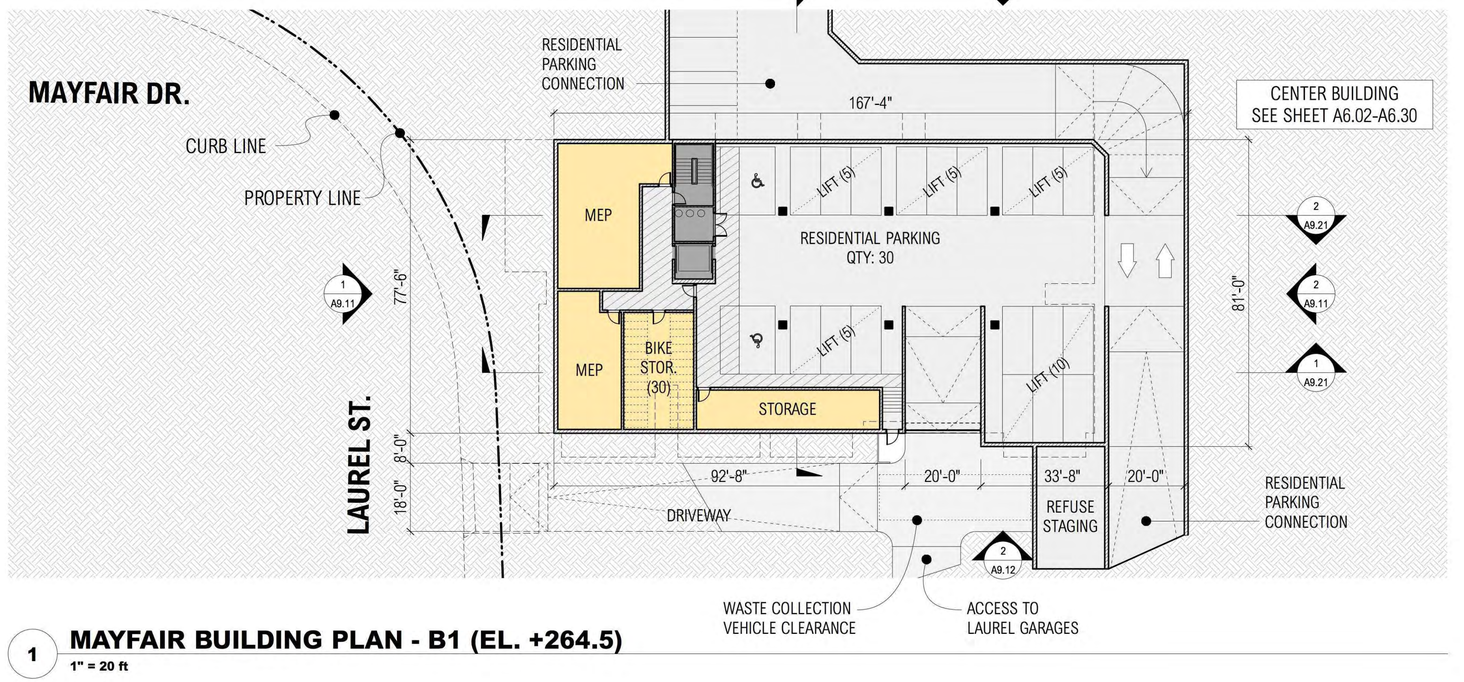
A8.61



2 MAYFAIR BUILDING PLAN - LEVEL 1 (EL. +278)

1" = 20 ft

* UNIT REQUIRES A MODIFICATION TO S.F.P.C. SECTION 140
SEE SECTION 2/A9.12 FOR MORE INFORMATION

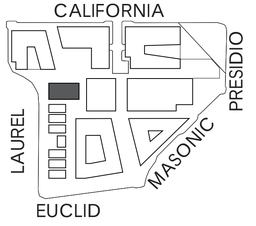


1 MAYFAIR BUILDING PLAN - B1 (EL. +264.5)

1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

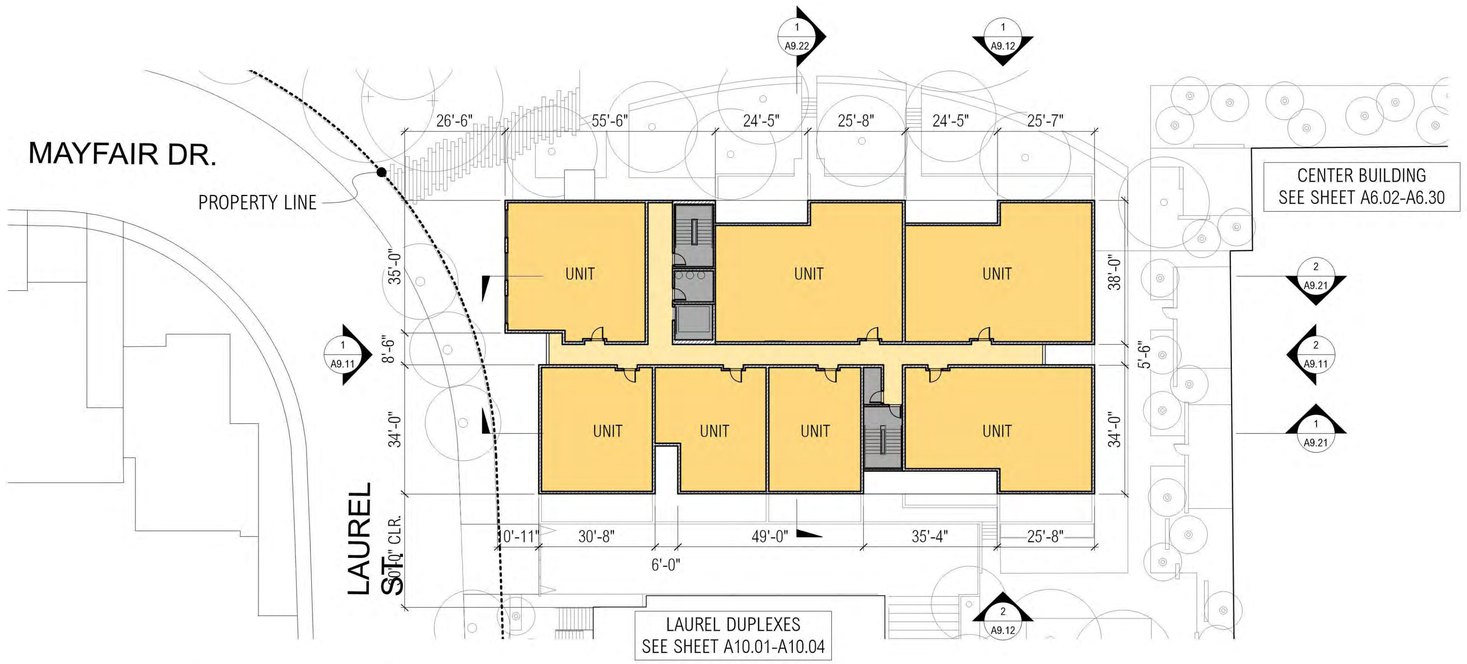
MAYFAIR BUILDING PLANS - B1 & LEVEL 1

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

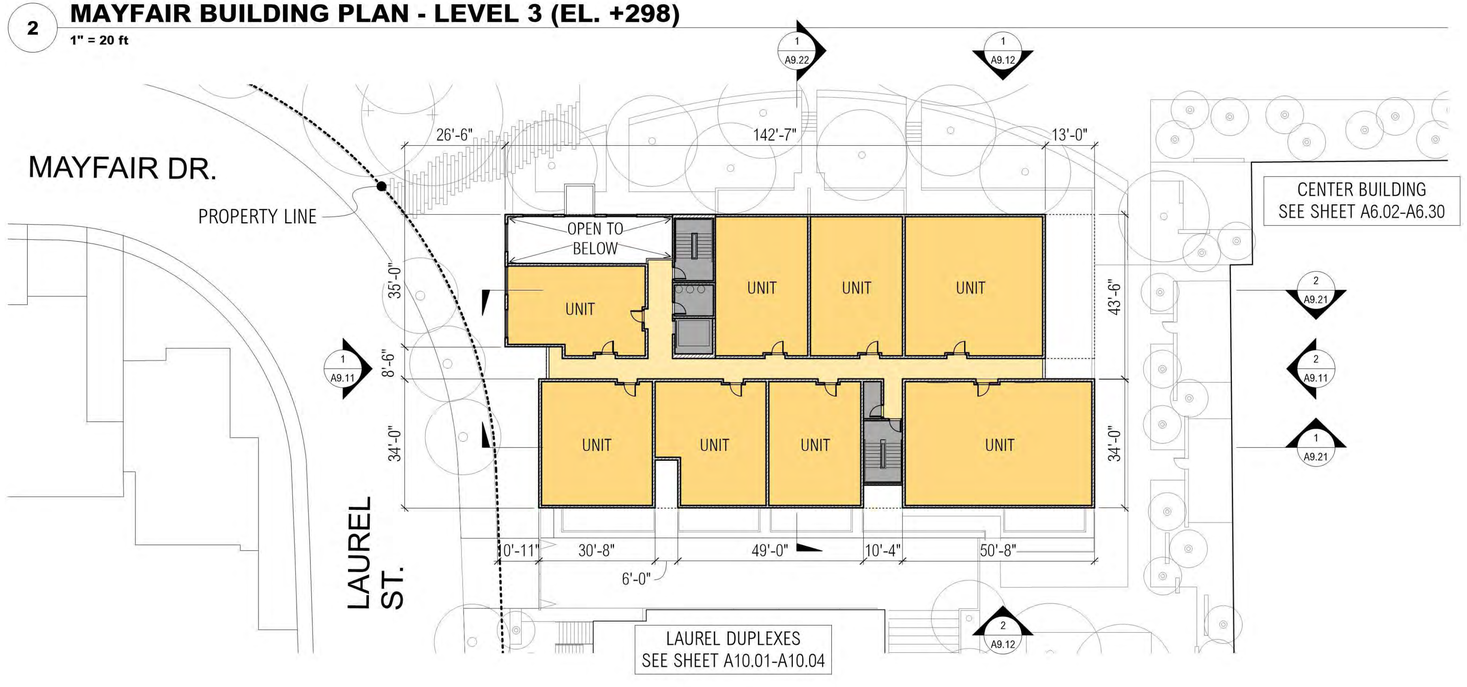
N

A9.01



2 MAYFAIR BUILDING PLAN - LEVEL 3 (EL. +298)

1" = 20 ft



1 MAYFAIR BUILDING PLAN - LEVEL 2 (EL. +288)

1" = 20 ft

PARKING

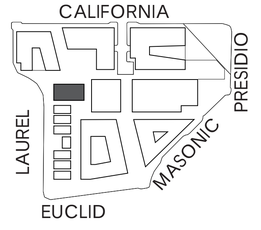
RETAIL USABLE — RETAIL B.O.H.

COMMERCIAL — COMMERCIAL, CORE

RESIDENTIAL HOMES — RESIDENTIAL CORE

LANDSCAPED ROOF — OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

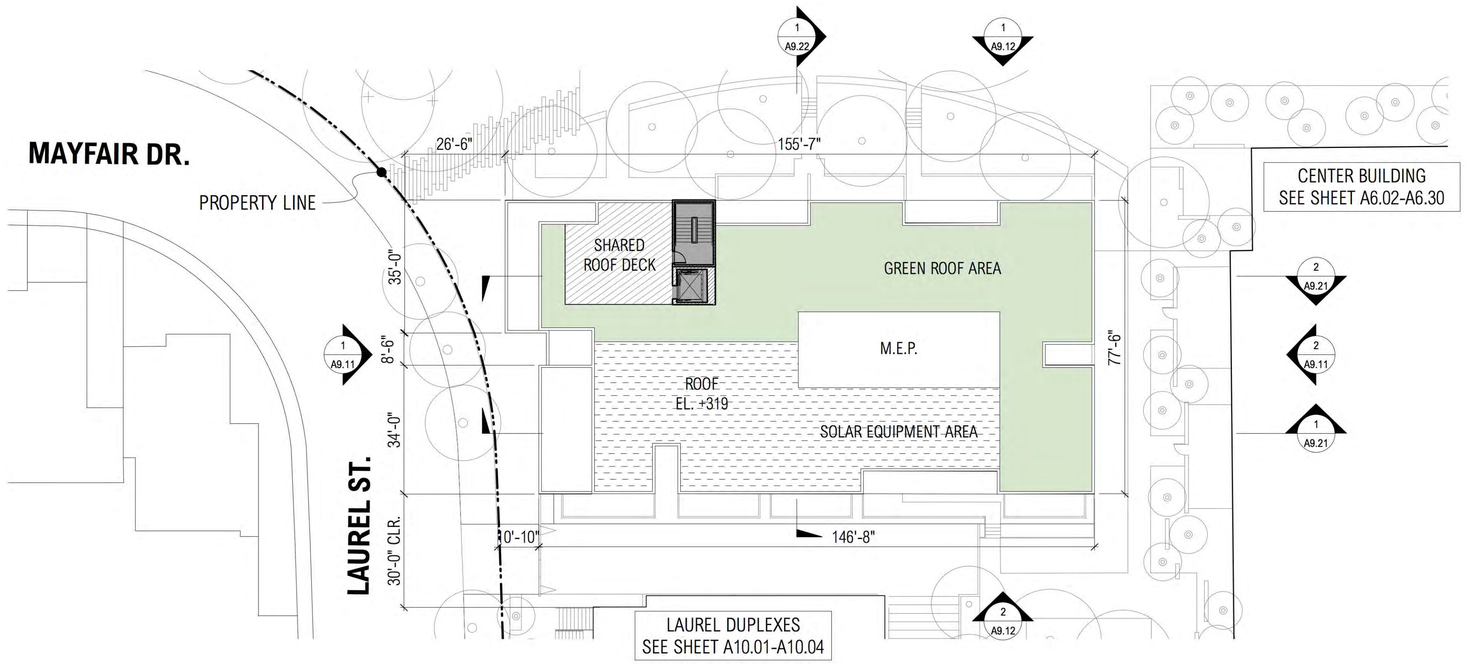
MAYFAIR BUILDING PLANS - LEVEL 2 & 3

07.03.2019
PLANNING APPLICATION SUBMITTAL

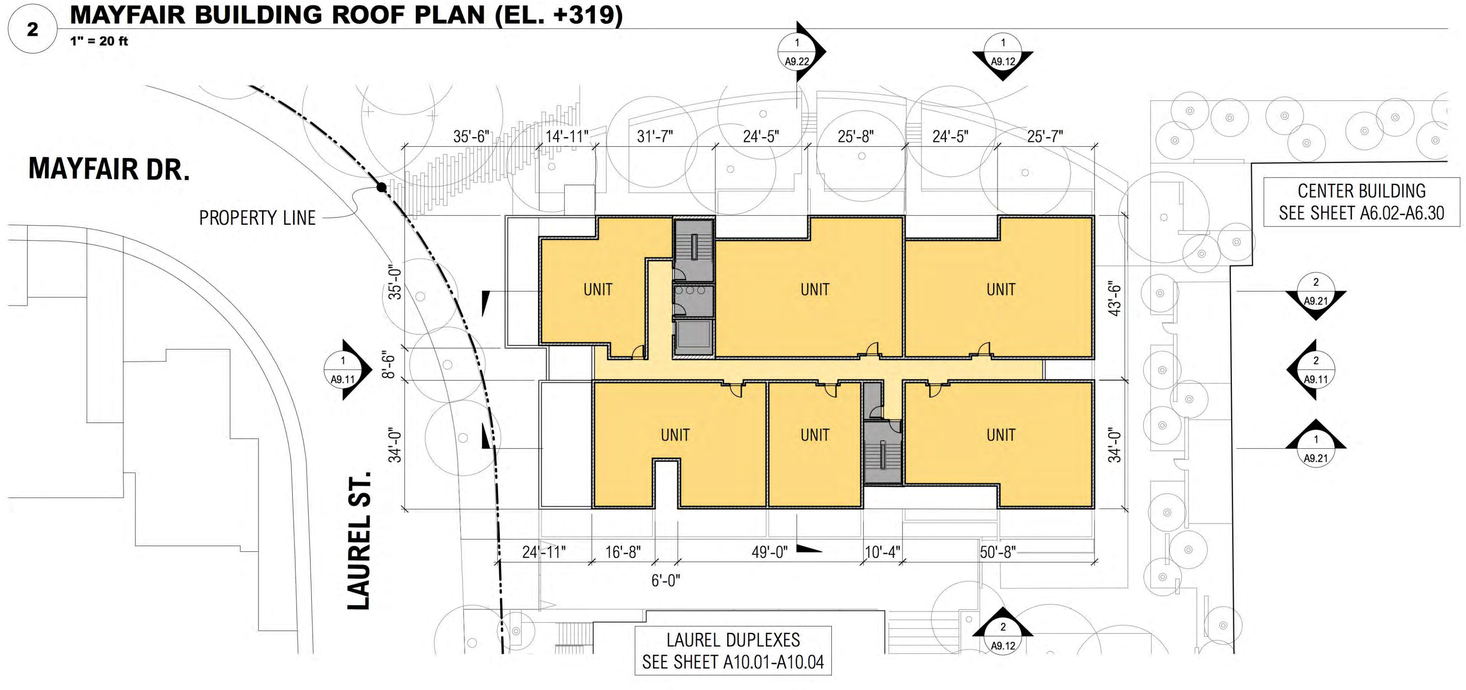
0 10' 20' 40' 60'

N

A9.02



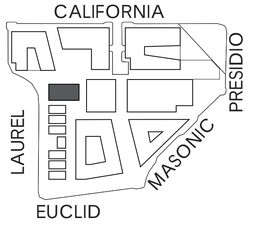
2 MAYFAIR BUILDING ROOF PLAN (EL. +319)
1" = 20 ft



1 MAYFAIR BUILDING PLAN - LEVEL 4 (EL. +308)
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

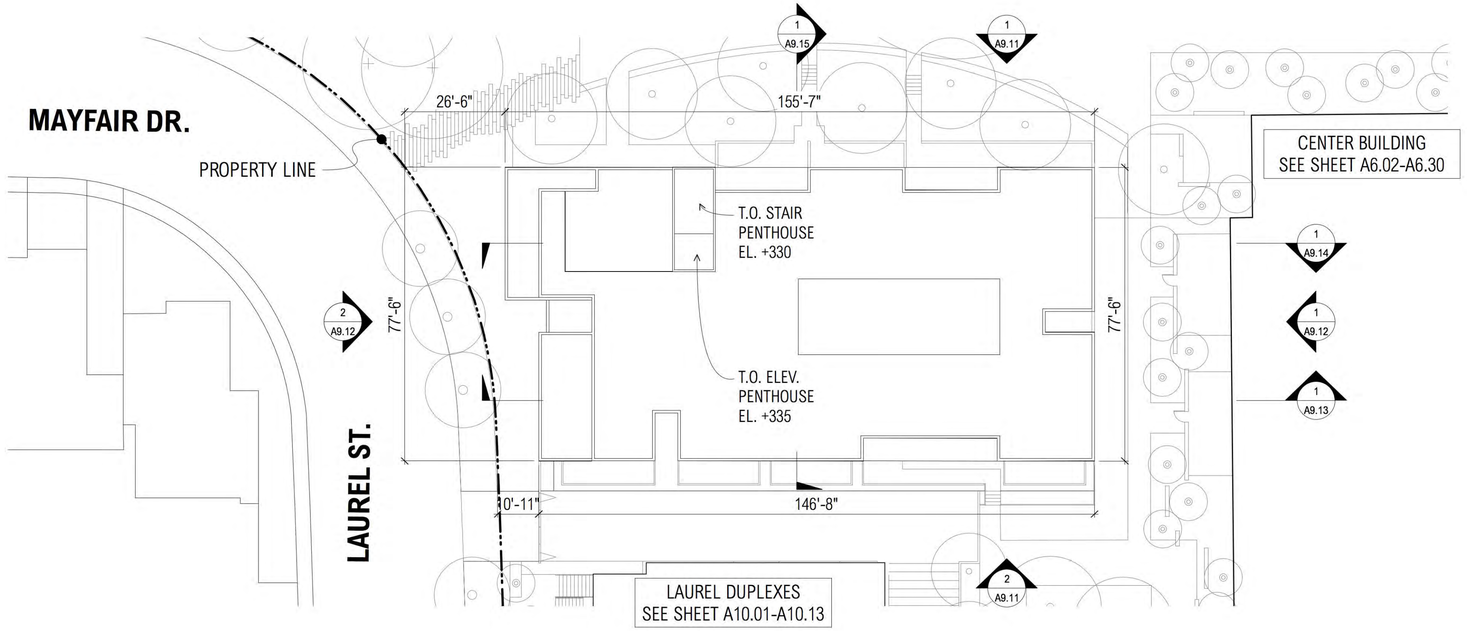
MAYFAIR BUILDING PLANS - LEVEL 4 & ROOF

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

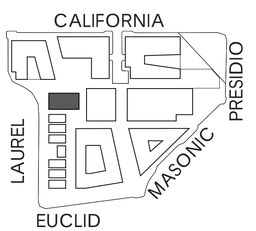
A9.03



1 **MAYFAIR BUILDING ROOF PLAN (EL. +330)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

MAYFAIR BUILDING PLANS - ROOF

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

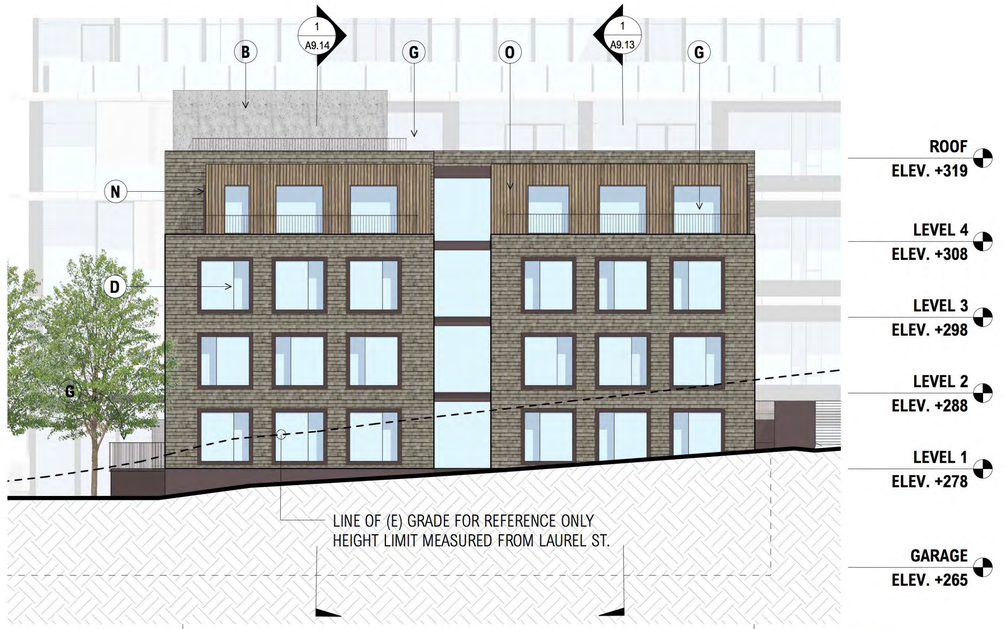
N

A9.04



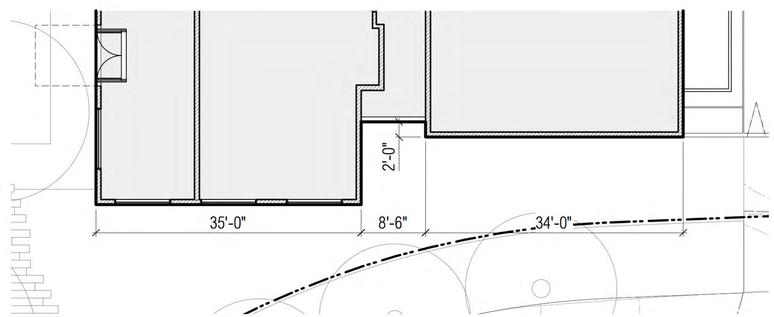
3 EAST ELEVATION

1" = 10 ft



2 WEST ELEVATION - LAUREL ST.

1" = 10 ft



1 ILLUSTRATIVE PLAN @ LEVEL 1 (EL. +278)

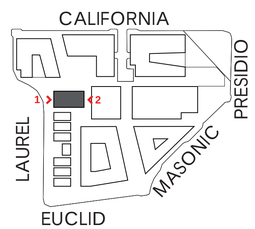
1" = 10 ft

MATERIALS KEY

- **A.** CEMENT BOARD SIDING
- **B.** CEMENT PLASTER
- **C.** METAL PANEL
- **D.** ALUMINUM WINDOW
- **E.** ALUMINUM & GLASS STOREFRONT SYSTEM
- **F.** METAL GARAGE DOOR
- **G.** STEEL GUARDRAIL / SCREEN
- **H.** COMPOSITE WOOD PLANK SIDING
- **I.** GREEN WALL
- **J.** METAL FASCIA / SUNSHADE
- **K.** ARCHITECTURAL CONCRETE
- **L.** SLAT SCREEN / RAIL
- **M.** BOARD AND BATTEN SIDING
- **N.** WOOD SHINGLES
- **O.** WOOD SIDING
- **P.** BRICK

SHEET NOTE

✱ BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MAYFAIR BUILDING ELEVATIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

A9.11



2 SOUTH ELEVATION

1" = 10 ft



1 NORTH ELEVATION

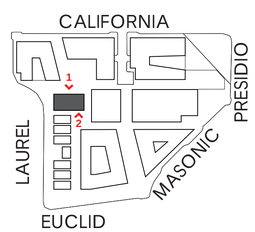
1" = 10 ft

MATERIALS KEY

- **A.** CEMENT BOARD SIDING
- **B.** CEMENT PLASTER
- **C.** METAL PANEL
- **D.** ALUMINUM WINDOW
- **E.** ALUMINUM & GLASS STOREFRONT SYSTEM
- **F.** METAL GARAGE DOOR
- **G.** STEEL GUARDRAIL / SCREEN
- **H.** COMPOSITE WOOD PLANK SIDING
- **I.** GREEN WALL
- **J.** METAL FASCIA / SUNSHADE
- **K.** ARCHITECTURAL CONCRETE
- **L.** SLAT SCREEN / RAIL
- **M.** BOARD AND BATTEN SIDING
- **N.** WOOD SHINGLES
- **O.** WOOD SIDING
- **P.** BRICK

SHEET NOTE

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

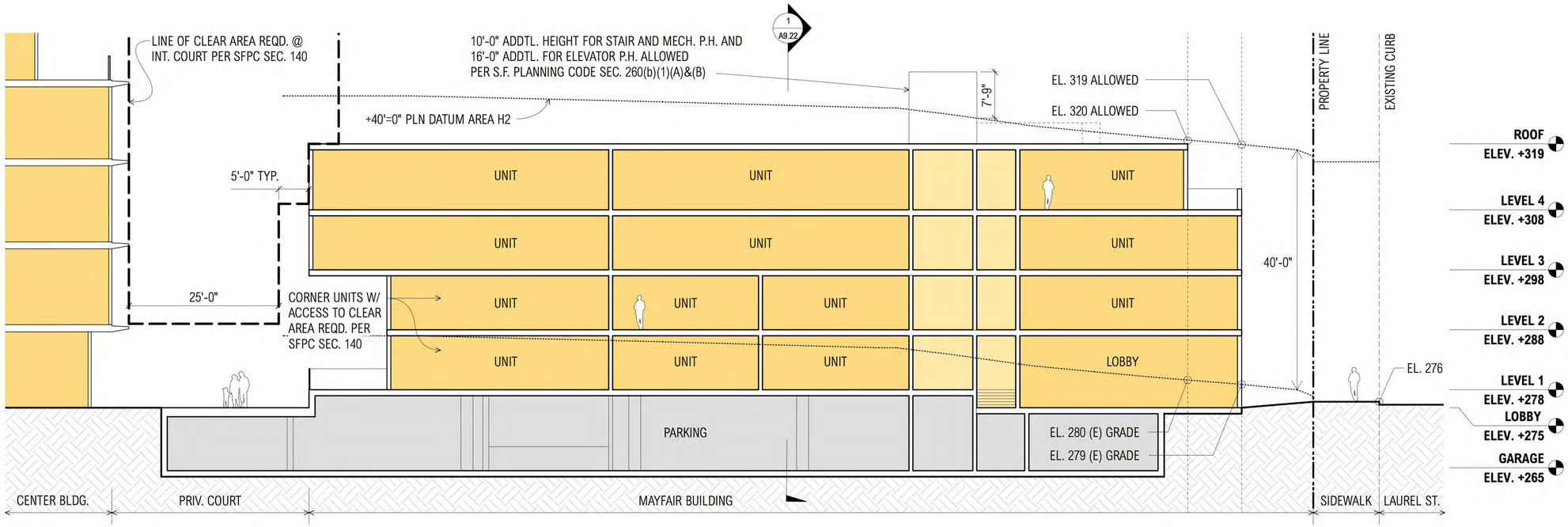
MAYFAIR BUILDING ELEVATIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

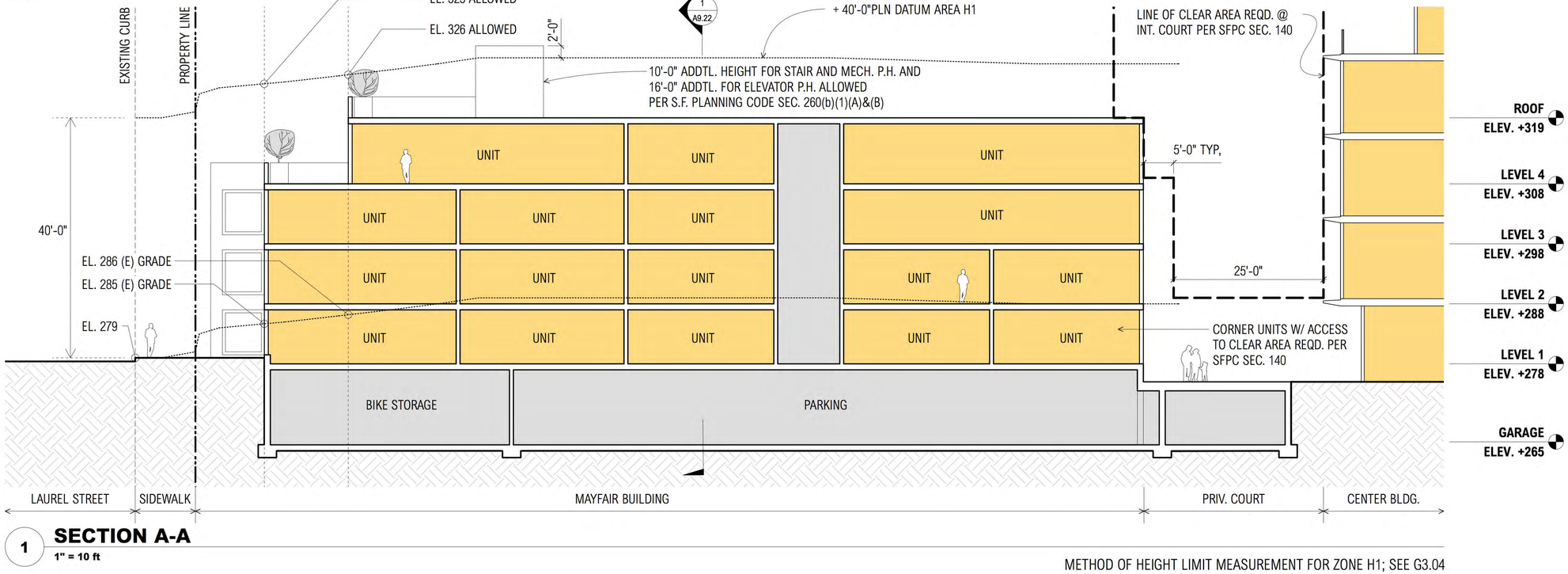
A9.12



2 SECTION B-B

1" = 10 ft

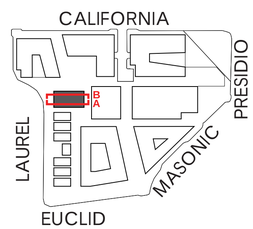
METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE H2; SEE G3.04



1 SECTION A-A

1" = 10 ft

METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE H1; SEE G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

MAYFAIR BUILDING SECTIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

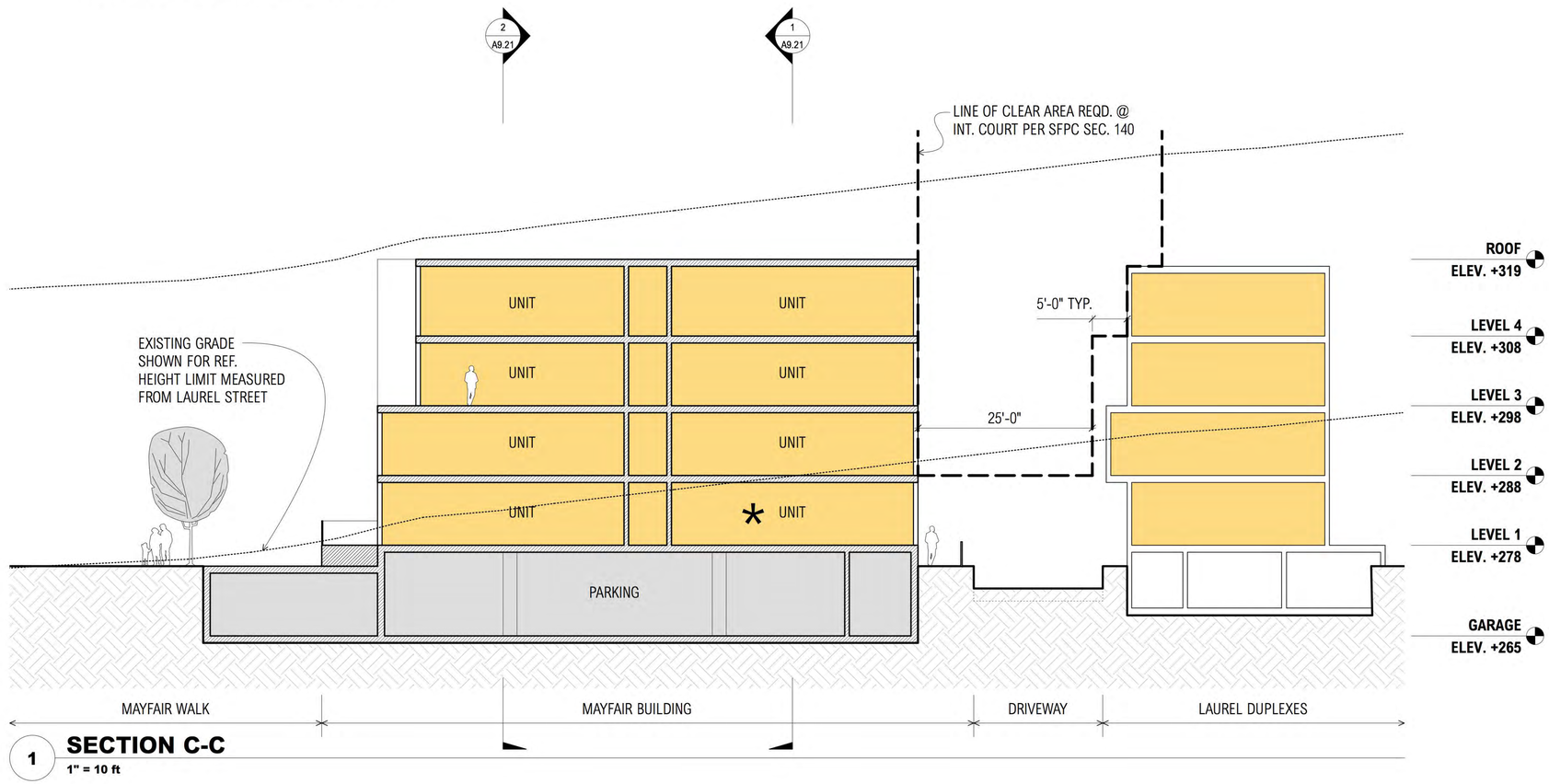
07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

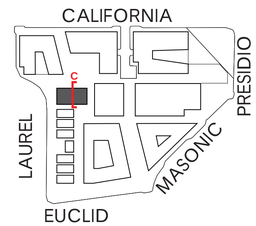
N

A9.21

* UNIT REQUIRES A MODIFICATION TO S.F.P.C. SECTION 140
SEE SECTION 2/A9.12 FOR MORE INFORMATION



1 **SECTION C-C**
1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

MAYFAIR BUILDING SECTIONS

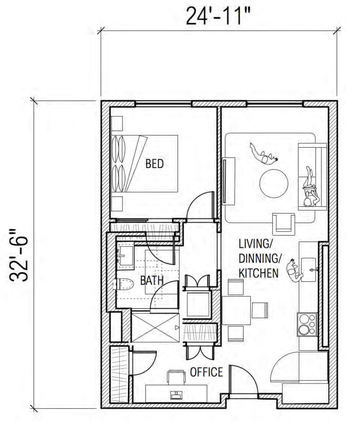
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

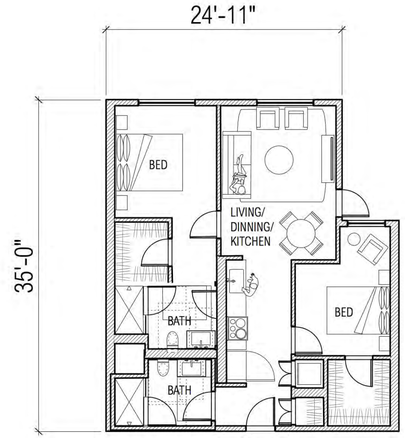
0 5' 10' 20' 30'

N

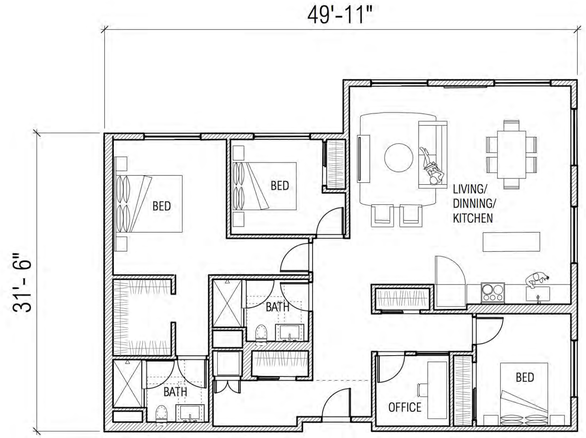
A9.22



1-BEDROOM

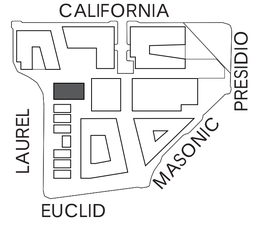


2-BEDROOM



3-BEDROOM

NOTE: UNITS ARE SHOWN FOR SCALE & REFERENCE ONLY. ADDITIONAL UNIT TYPES NOT SHOWN.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

MAYFAIR TYPICAL UNIT PLANS

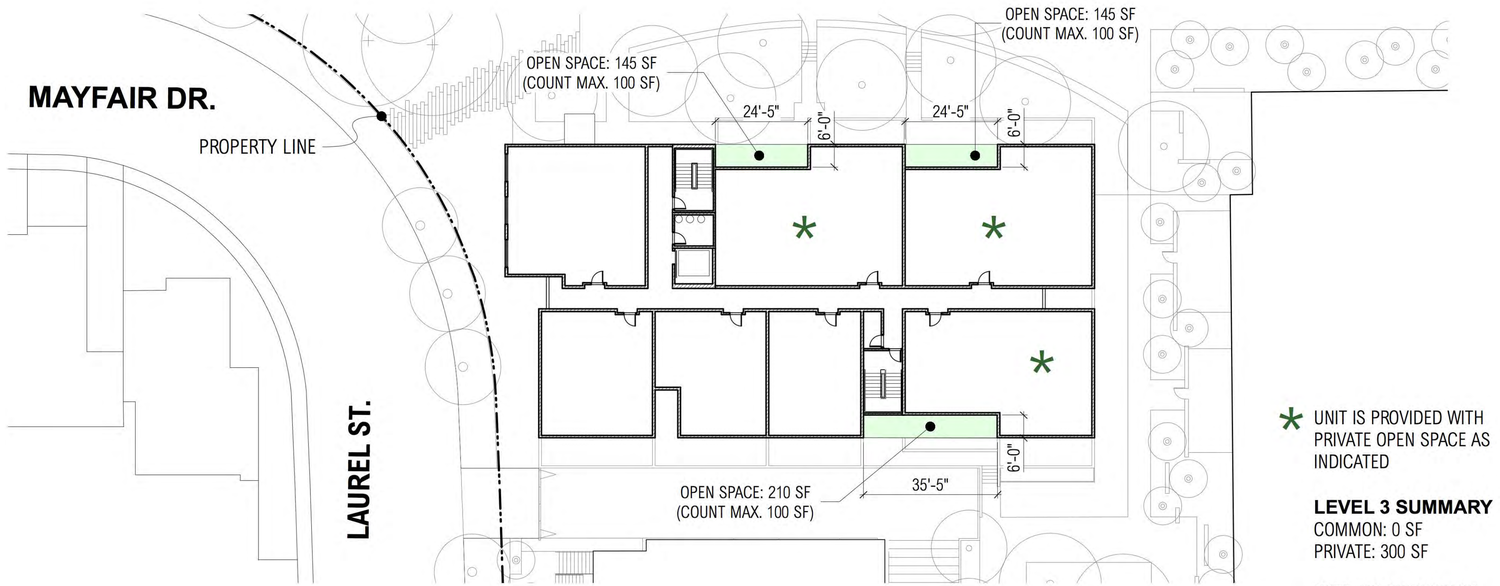
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 4' 8' 16' 24'

N

A9.30



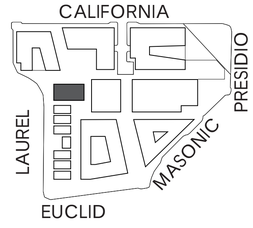
2 **MAYFAIR BUILDING OPEN SPACE - LEVEL 3 (EL. +298)**
1" = 20 ft



1 **MAYFAIR BUILDING OPEN SPACE - LEVEL 1 (EL. +278)**
1" = 20 ft

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

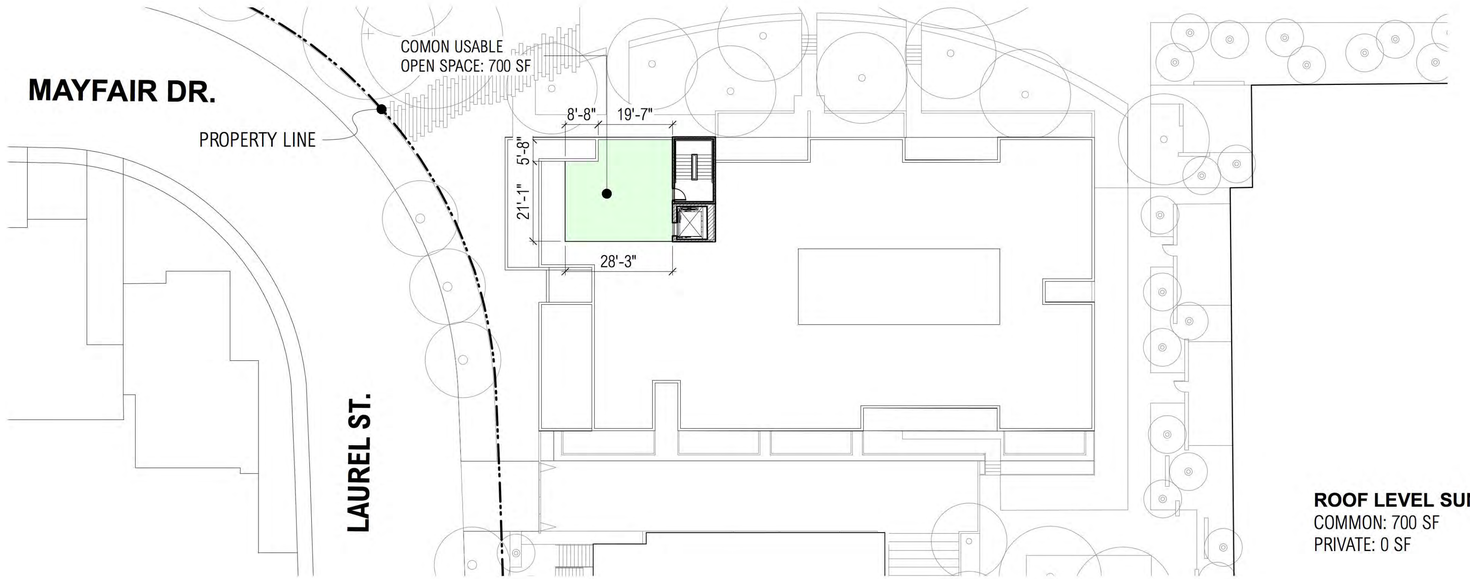
MAYFAIR BUILDING OPEN SPACE - LEVEL 1 & 3

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

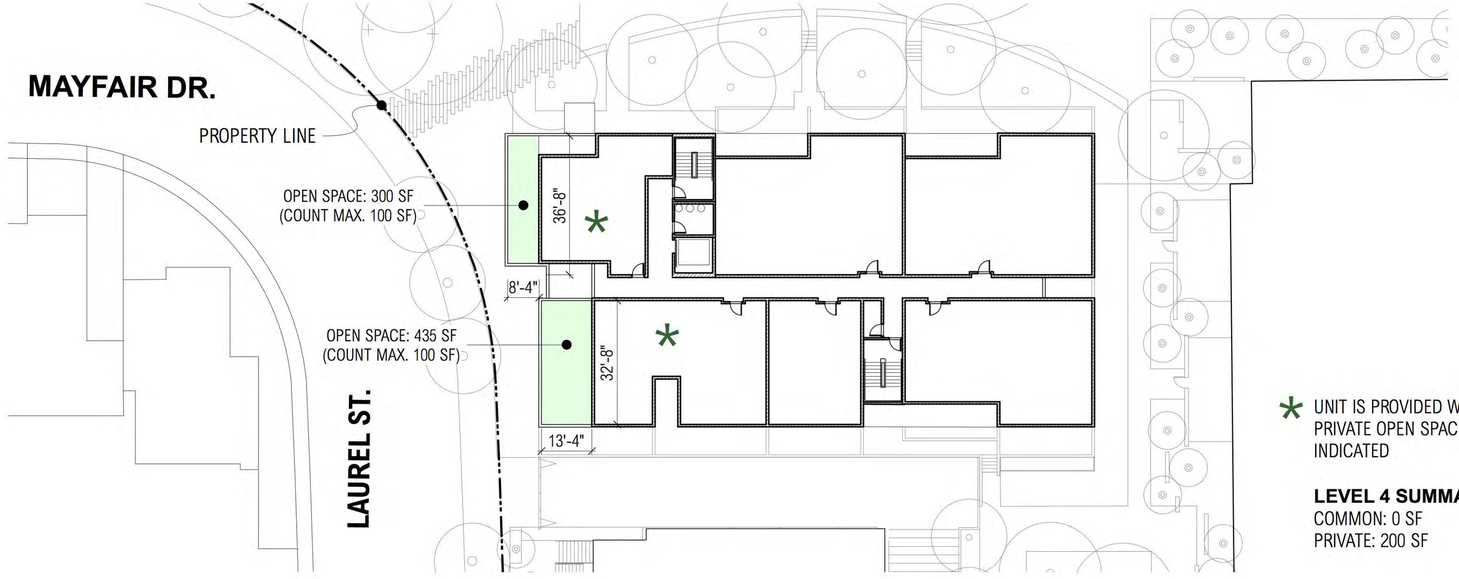
A9.41



ROOF LEVEL SUMMARY
COMMON: 700 SF
PRIVATE: 0 SF

2 MAYFAIR BUILDING OPEN SPACE - ROOF (EL. +319)

1" = 20 ft

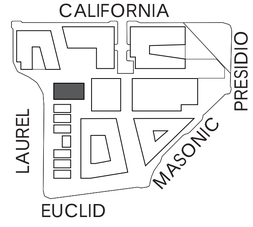


* UNIT IS PROVIDED WITH PRIVATE OPEN SPACE AS INDICATED

LEVEL 4 SUMMARY
COMMON: 0 SF
PRIVATE: 200 SF

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



1 MAYFAIR BUILDING OPEN SPACE - LEVEL 4 (EL. +308)

1" = 20 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MAYFAIR BUILDING OPEN SPACE - LEVEL 4 & ROOF

07.03.2019
PLANNING APPLICATION SUBMITTAL

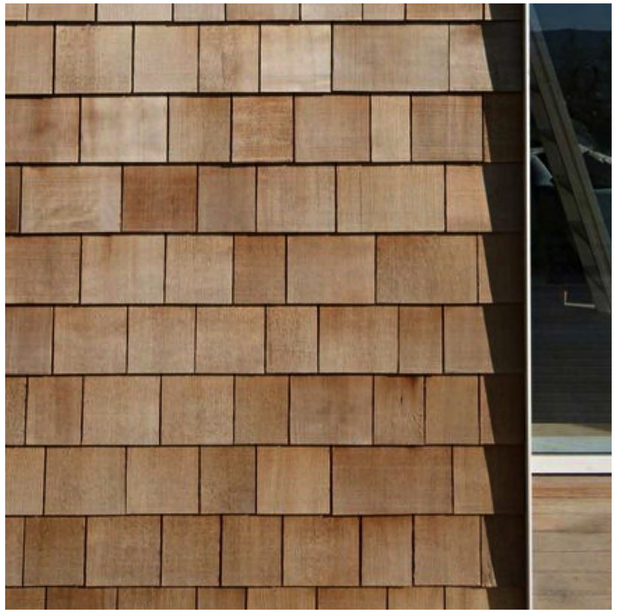
0 10' 20' 40' 60'

N

A9.42



C METAL PANEL



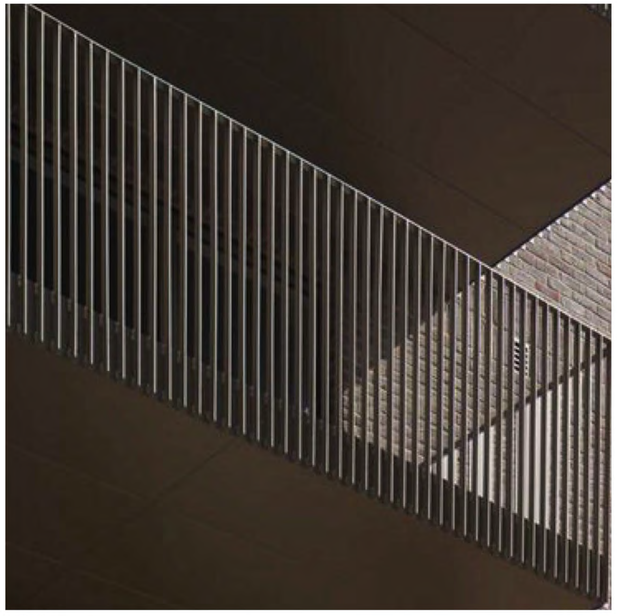
N WOOD SHINGLES



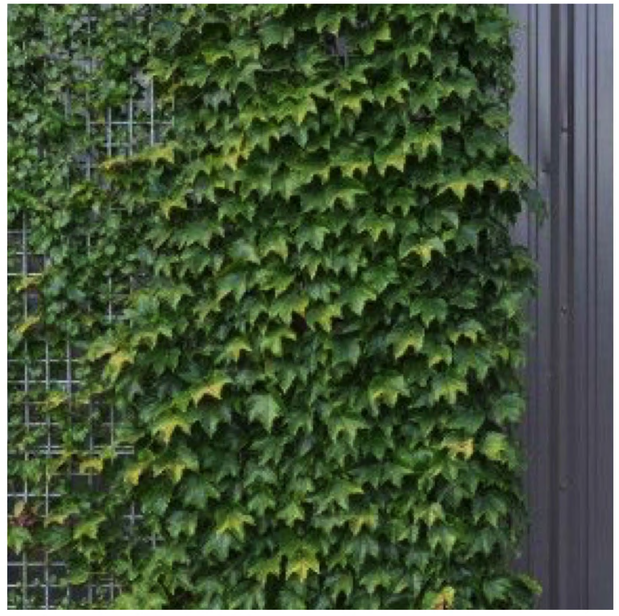
O WOOD SIDING



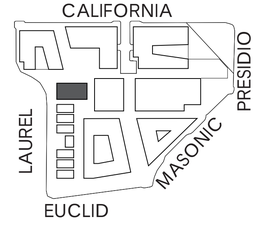
D ALUMINUM WINDOW SYSTEM



G STEEL GUARDRAIL



I GREEN WALL



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

MAYFAIR MATERIAL PALETTE

07.03.2019
PLANNING APPLICATION SUBMITTAL

A9.50



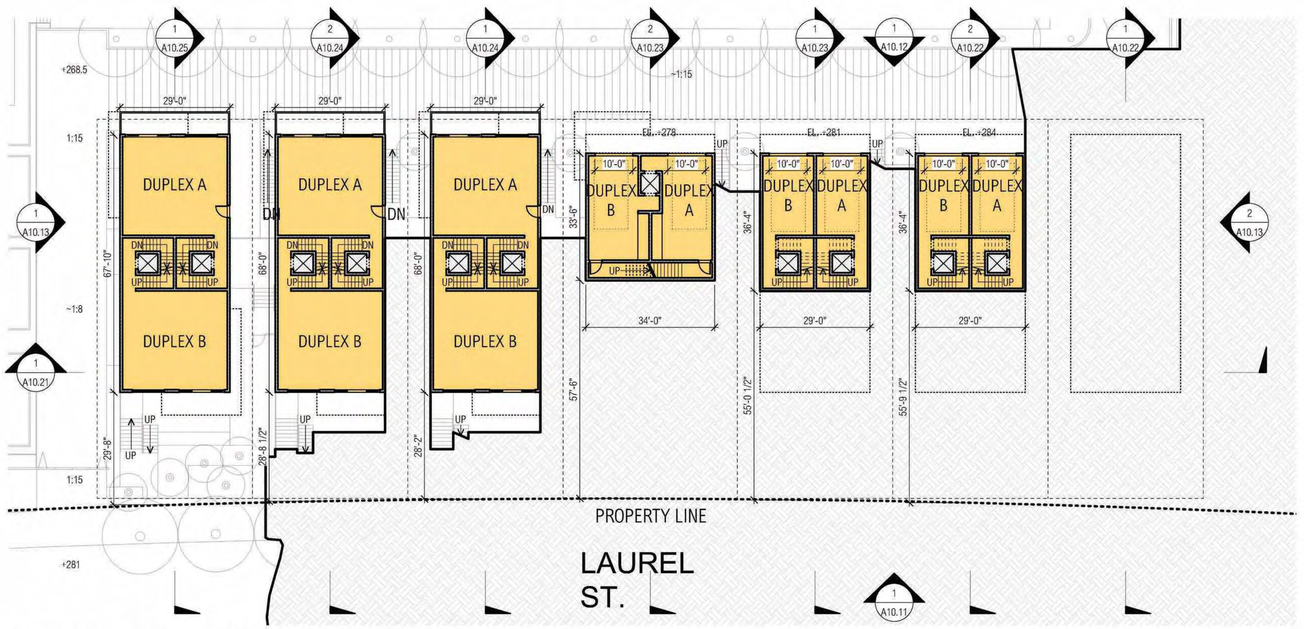
3333 CALIFORNIA STREET SAN FRANCISCO, CA

MAYFAIR PERSPECTIVE

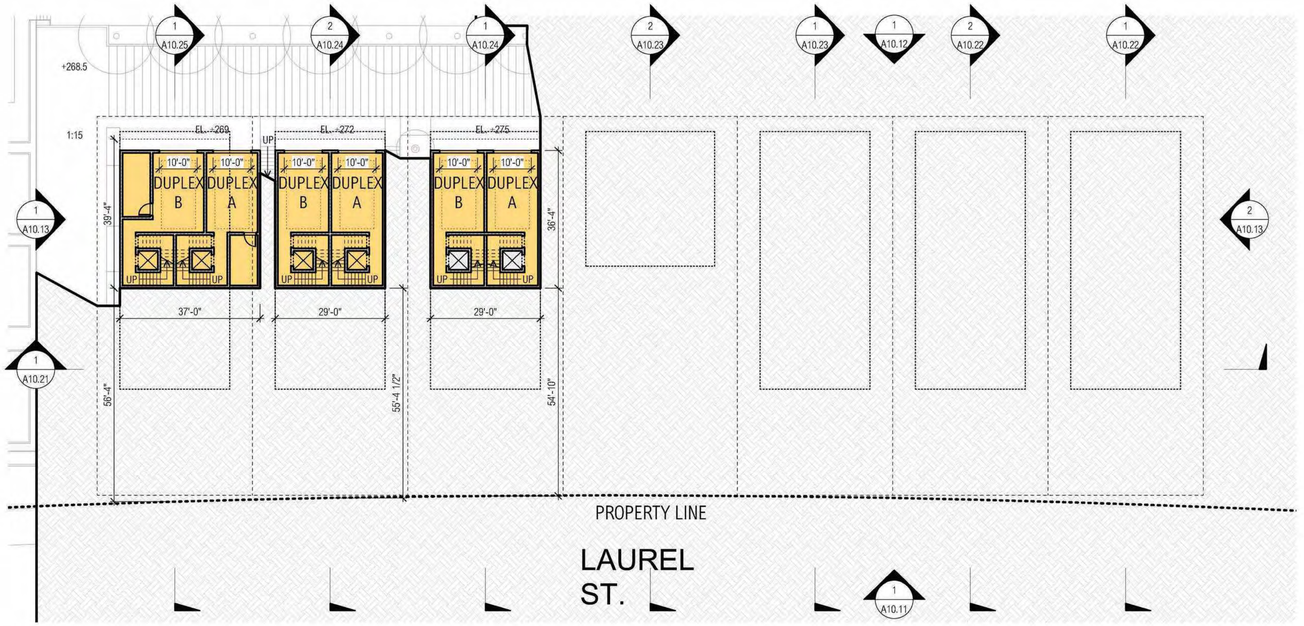
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

A9.60



2 LAUREL DUPLEX PLAN (+285)
1" = 20 ft



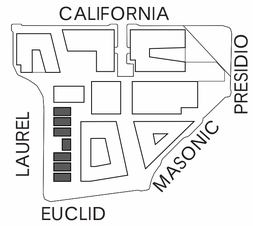
1 LAUREL DUPLEX PLAN (+275)
1" = 20 ft

SHEET NOTE:

1. 1 CLASS 1 BIKE PARKING SPACE PROVIDED AT EACH TOWNHOUSE GARAGE, TYP. (14 SPACES TOTAL)

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

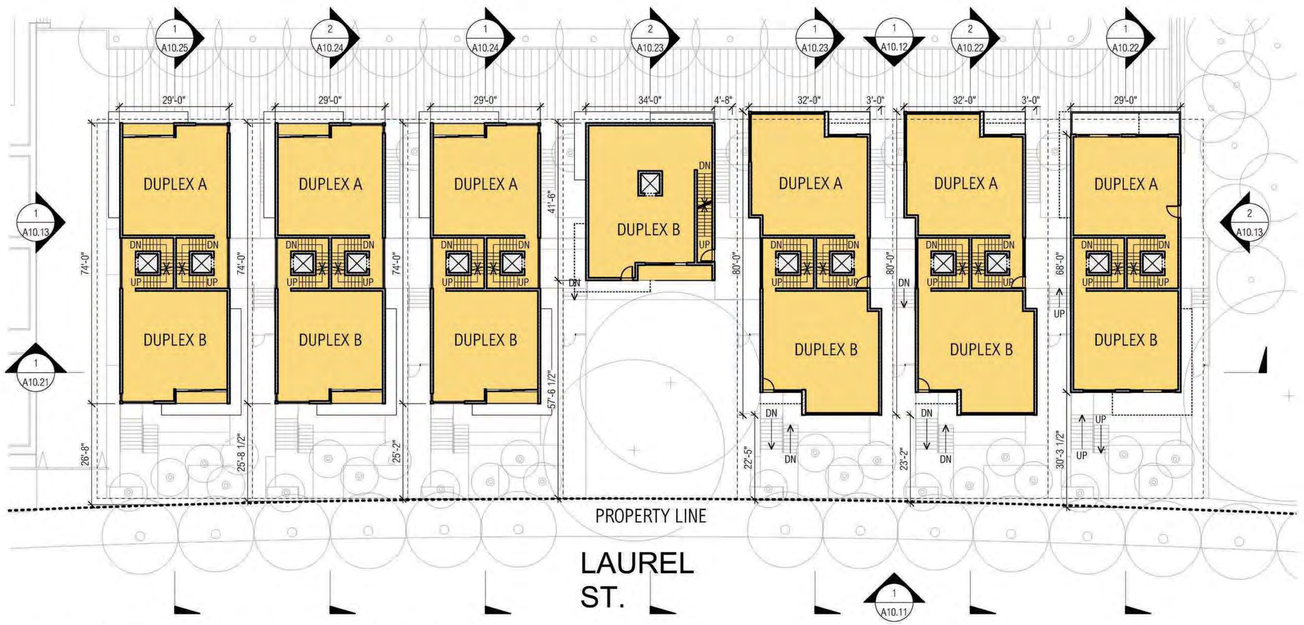
07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

LAUREL DUPLEX PLANS

A10.01



2 LAUREL DUPLEX PLAN (+305)
1" = 20 ft



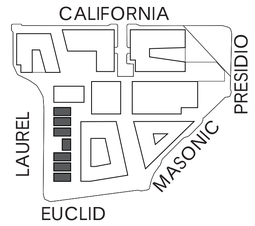
1 LAUREL DUPLEX PLAN (+295)
1" = 20 ft

SHEET NOTE:

1. 1 CLASS 1 BIKE PARKING SPACE PROVIDED AT EACH TOWNHOUSE GARAGE, TYP. (14 SPACES TOTAL)

PARKING
RETAIL USABLE
RETAIL B.O.H.
COMMERCIAL
COMMERCIAL, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF
OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

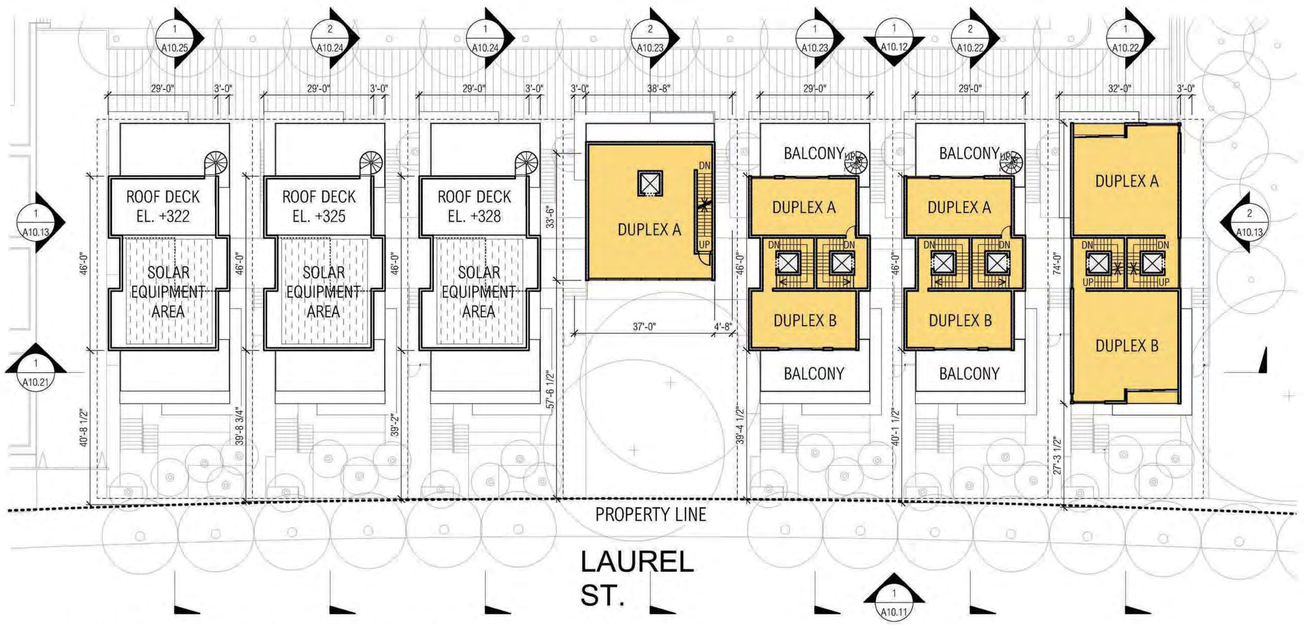
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

LAUREL DUPLEX PLANS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60' N

A10.02



2 LAUREL DUPLEX PLAN (+325)

1" = 20 ft



1 LAUREL DUPLEX PLAN (+315)

1" = 20 ft

SHEET NOTE:

1. 1 CLASS 1 BIKE PARKING SPACE PROVIDED AT EACH TOWNHOUSE GARAGE, TYP. (14 SPACES TOTAL)

PARKING

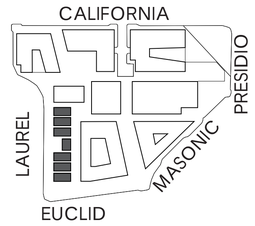
RETAIL USABLE | RETAIL B.O.H.

COMMERCIAL | COMMERCIAL, CORE

RESIDENTIAL HOMES | RESIDENTIAL CORE

LANDSCAPED ROOF | OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

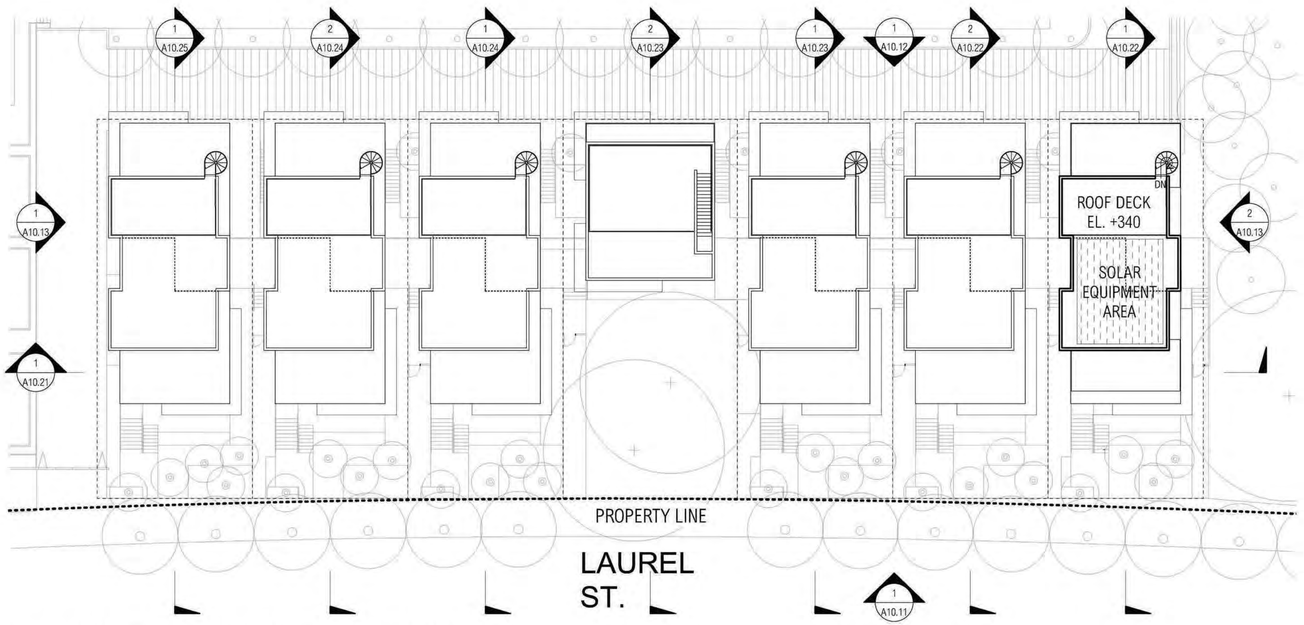
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

LAUREL DUPLEX PLANS

07.03.2019
PLANNING APPLICATION SUBMITTAL

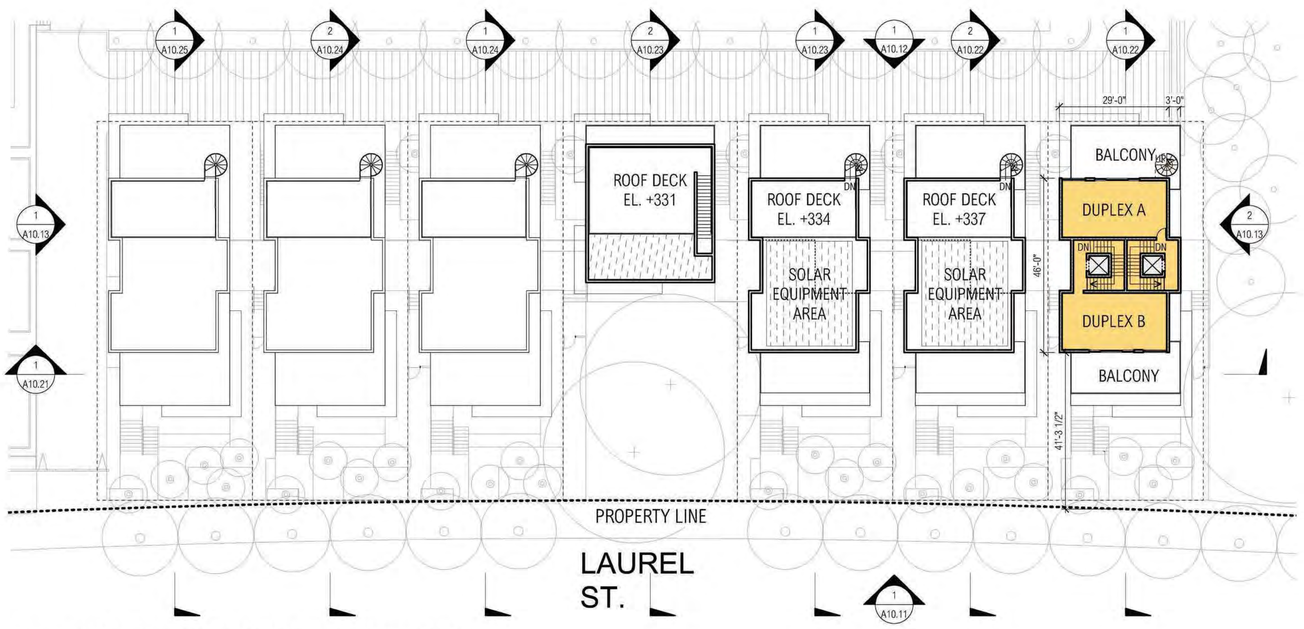
0 10' 20' 40' 60' N

A10.03



2 LAUREL DUPLEX ROOF PLAN

1" = 20 ft



1 LAUREL DUPLEX PLAN (+335)

1" = 20 ft

SHEET NOTE:

1. 1 CLASS 1 BIKE PARKING SPACE PROVIDED AT EACH TOWNHOUSE GARAGE, TYP. (14 SPACES TOTAL)

PARKING

RETAIL USABLE

RETAIL B.O.H.

COMMERCIAL

COMMERCIAL, CORE

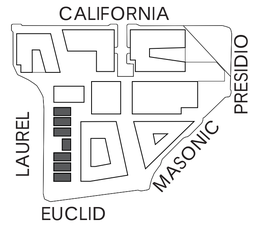
RESIDENTIAL HOMES

RESIDENTIAL CORE

LANDSCAPED ROOF

OPEN SPACE

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

LAUREL DUPLEX PLANS

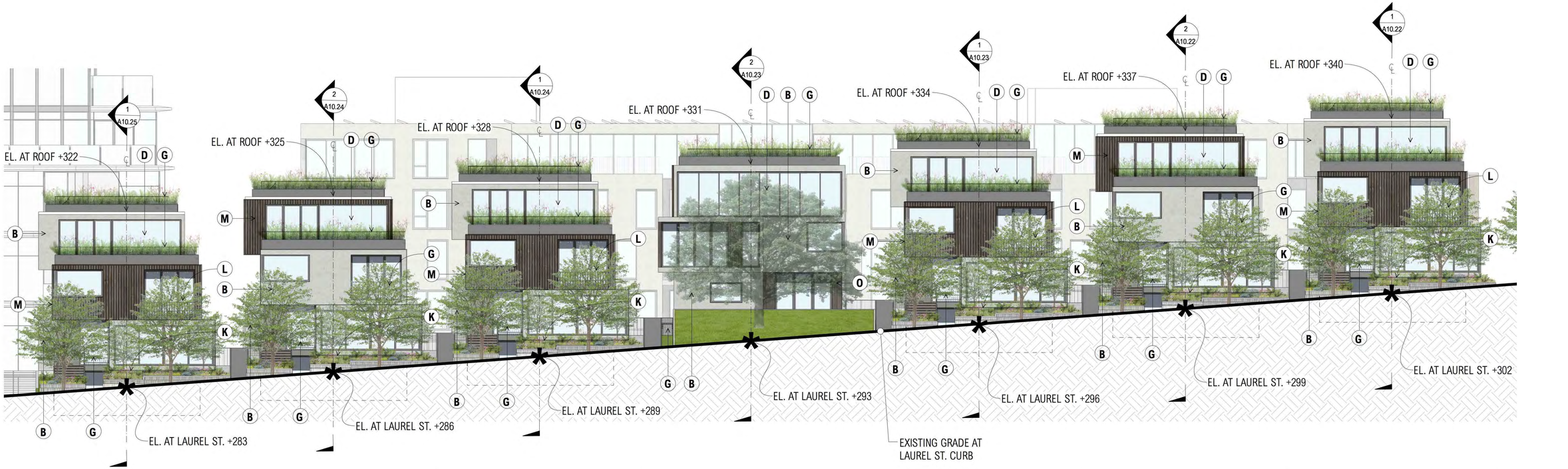
07.03.2019
PLANNING APPLICATION SUBMITTAL

0 10' 20' 40' 60'

N

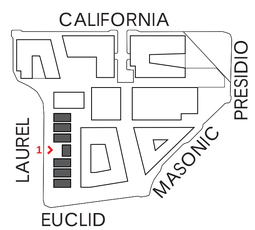
A10.04

MATERIALS KEY		SHEET NOTE
A. CEMENT BOARD SIDING	**H.** COMPOSITE WOOD PLANK SIDING	* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04
B. CEMENT PLASTER	**I.** GREEN WALL	
C. METAL PANEL	**J.** METAL FASCIA / SUNSHADE	
D. ALUMINUM WINDOW	**K.** ARCHITECTURAL CONCRETE	
E. ALUMINUM & GLASS STOREFRONT SYSTEM	**L.** SLAT SCREEN / RAIL	
F. METAL GARAGE DOOR	**M.** BOARD AND BATTEN SIDING	
G. STEEL GUARDRAIL / SCREEN	**N.** WOOD SHINGLES	
	O. WOOD SIDING	
	P. BRICK	



1 WEST ELEVATION - LAUREL ST

1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

LAUREL DUPLEX ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

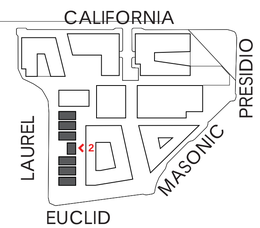
A10.11

MATERIALS KEY		SHEET NOTE
A. CEMENT BOARD SIDING	**H**. COMPOSITE WOOD PLANK SIDING	✱ BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04
B. CEMENT PLASTER	**I**. GREEN WALL	
C. METAL PANEL	**J**. METAL FASCIA / SUNSHADE	
D. ALUMINUM WINDOW	**K**. ARCHITECTURAL CONCRETE	
E. ALUMINUM & GLASS STOREFRONT SYSTEM	**L**. SLAT SCREEN / RAIL	
F. METAL GARAGE DOOR	**M**. BOARD AND BATTEN SIDING	
G. STEEL GUARDRAIL / SCREEN	**N**. WOOD SHINGLES	
	O. WOOD SIDING	
	P. BRICK	



1 EAST ELEVATION

1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

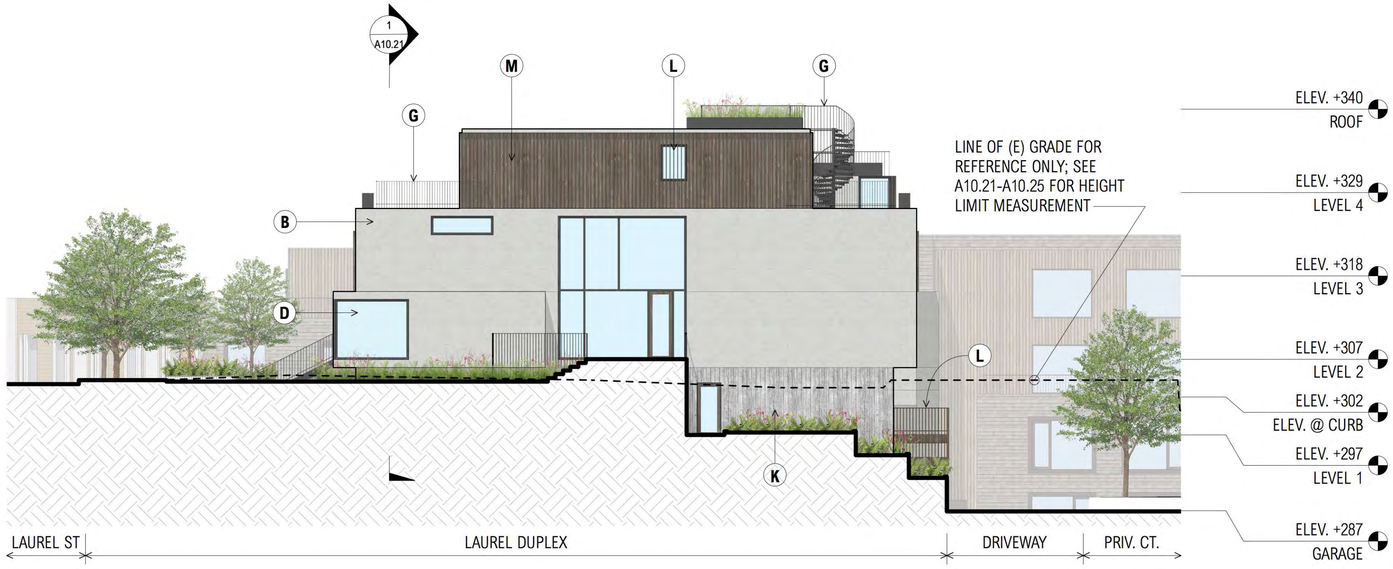
LAUREL DUPLEX ELEVATIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

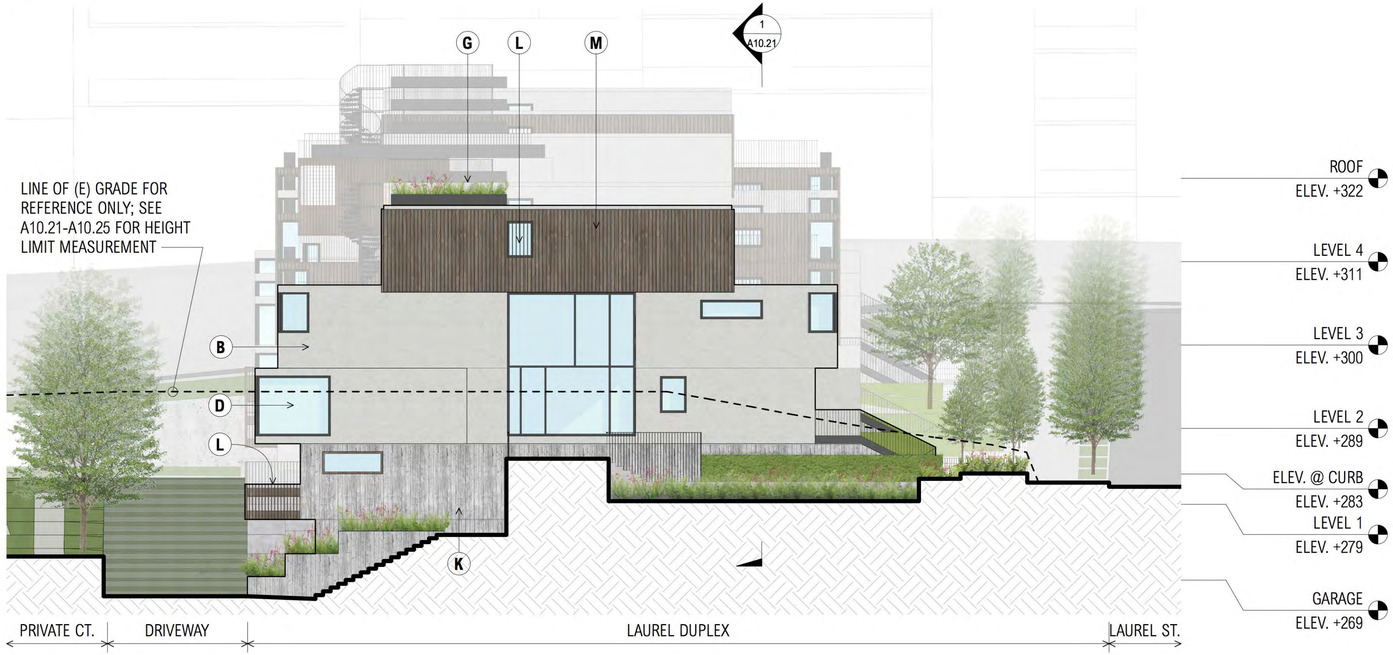
N

A10.12



2 SOUTH ELEVATION

1" = 10 ft



1 NORTH ELEVATION

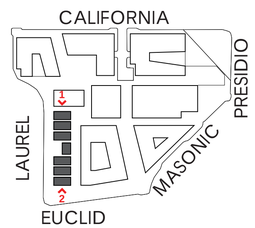
1" = 10 ft

MATERIALS KEY

- **A.** CEMENT BOARD SIDING
- **B.** CEMENT PLASTER
- **C.** METAL PANEL
- **D.** ALUMINUM WINDOW
- **E.** ALUMINUM & GLASS STOREFRONT SYSTEM
- **F.** METAL GARAGE DOOR
- **G.** STEEL GUARDRAIL / SCREEN
- **H.** COMPOSITE WOOD PLANK SIDING
- **I.** GREEN WALL
- **J.** METAL FASCIA / SUNSHADE
- **K.** ARCHITECTURAL CONCRETE
- **L.** SLAT SCREEN / RAIL
- **M.** BOARD AND BATTEN SIDING
- **N.** WOOD SHINGLES
- **O.** WOOD SIDING
- **P.** BRICK

SHEET NOTE

* BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT (POINTS MEASURED FROM (E) GRADE OF SITE) SEE SHEET G3.04



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

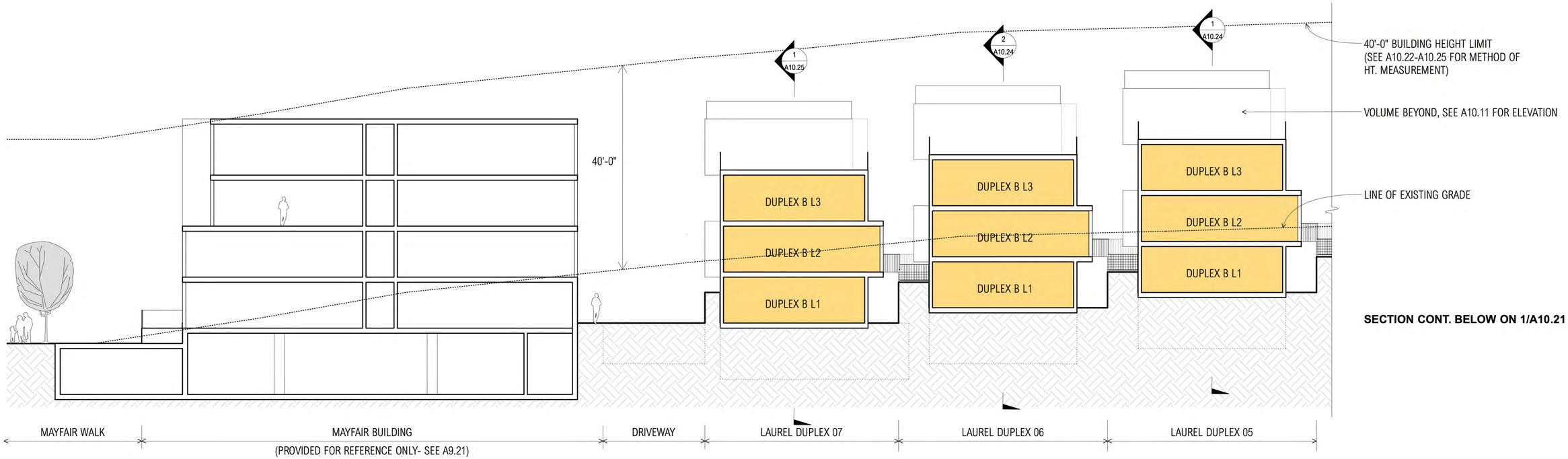
LAUREL DUPLEX ELEVATIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

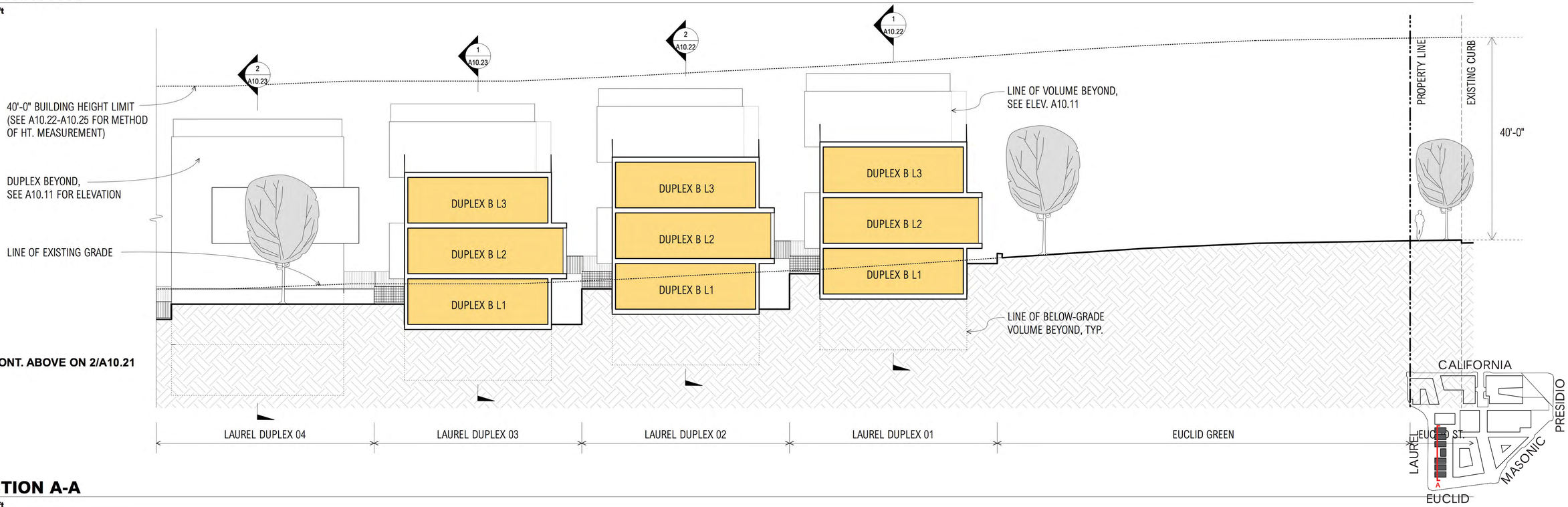
N

A10.13



2 SECTION A-A

1" = 10 ft



1 SECTION A-A

1" = 10 ft

3333 CALIFORNIA STREET SAN FRANCISCO, CA

LAUREL DUPLEX SECTIONS

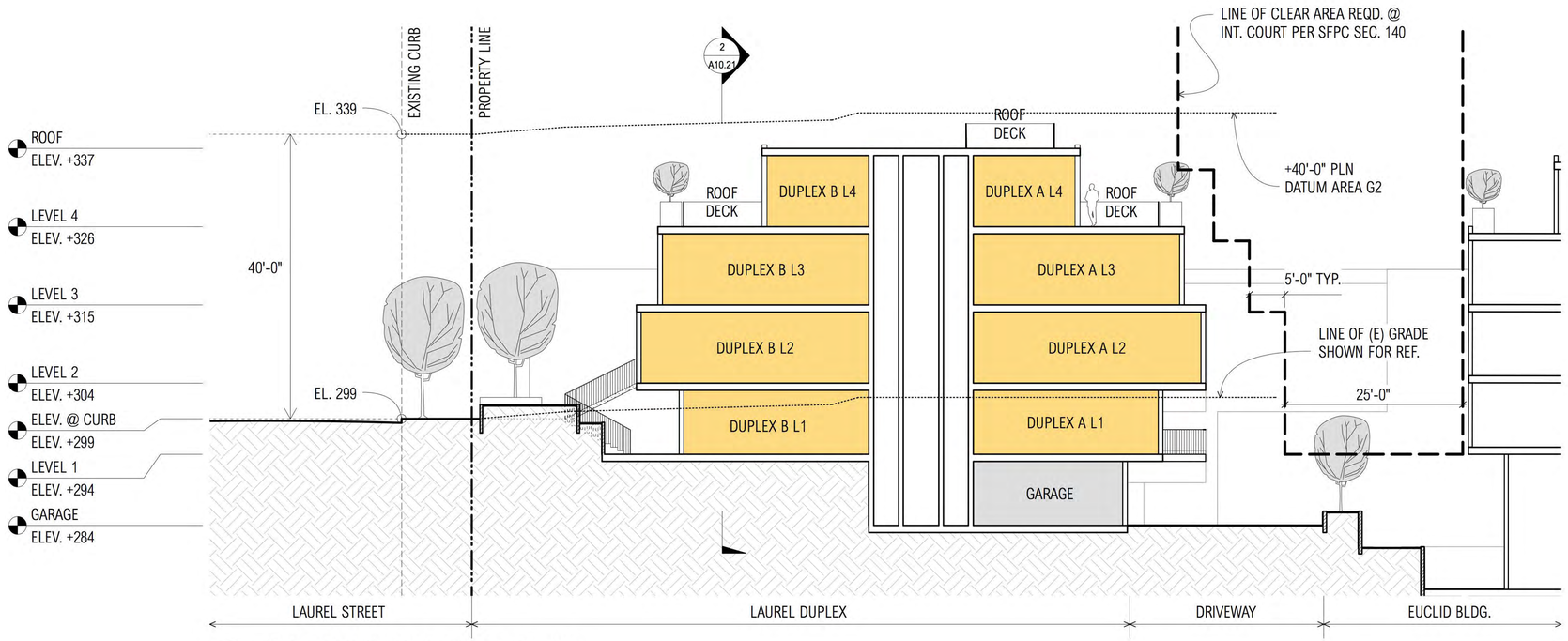
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

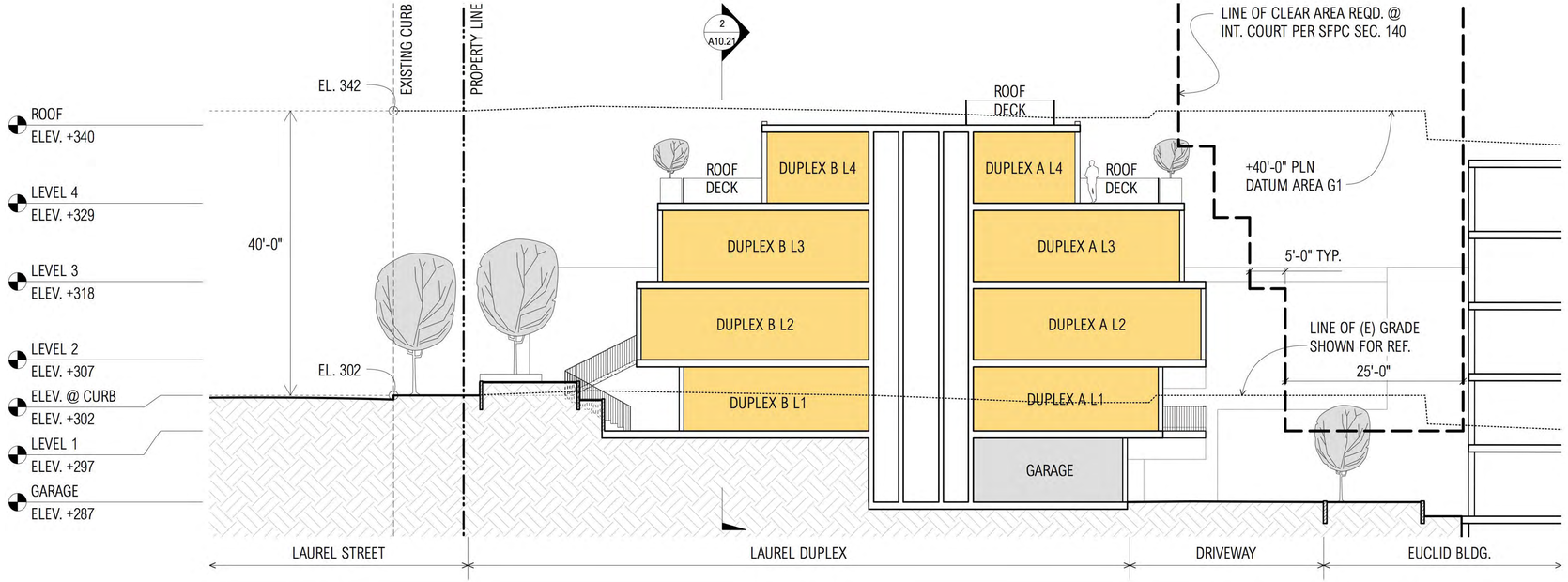
N

A10.21



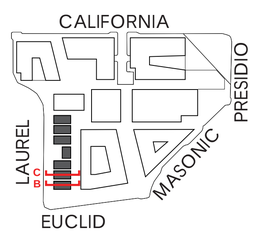
2 SECTION C-C- DUPLEX 02
1" = 10 ft

NOTE: METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE G2; SEE SHEET G3.04. SECTION TAKEN AT C.L. OF BUILDING PER SFPC SECTION 260(a)(1)(C),



1 SECTION B-B- DUPLEX 01
1" = 10 ft

NOTE: METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE G1; SEE SHEET G3.04. SECTION TAKEN AT C.L. OF BUILDING PER SFPC SECTION 260(a)(1)(C),



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

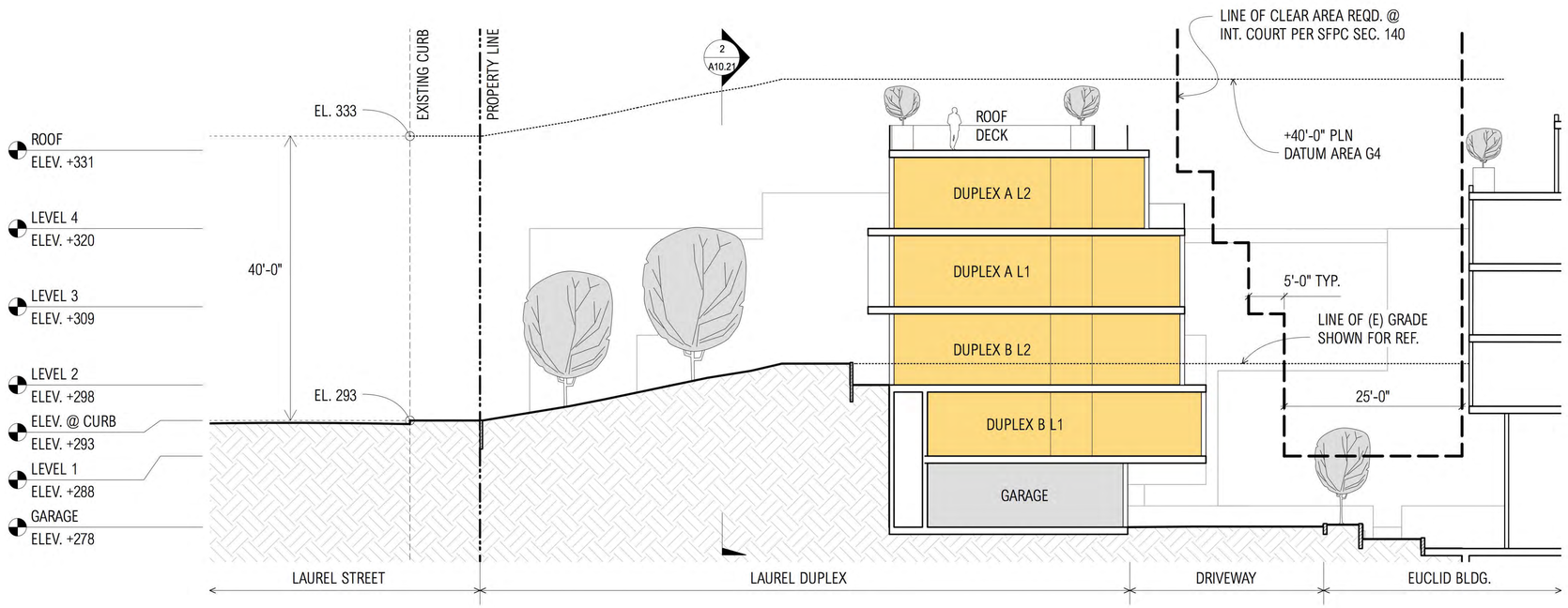
LAUREL DUPLEX SECTIONS

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

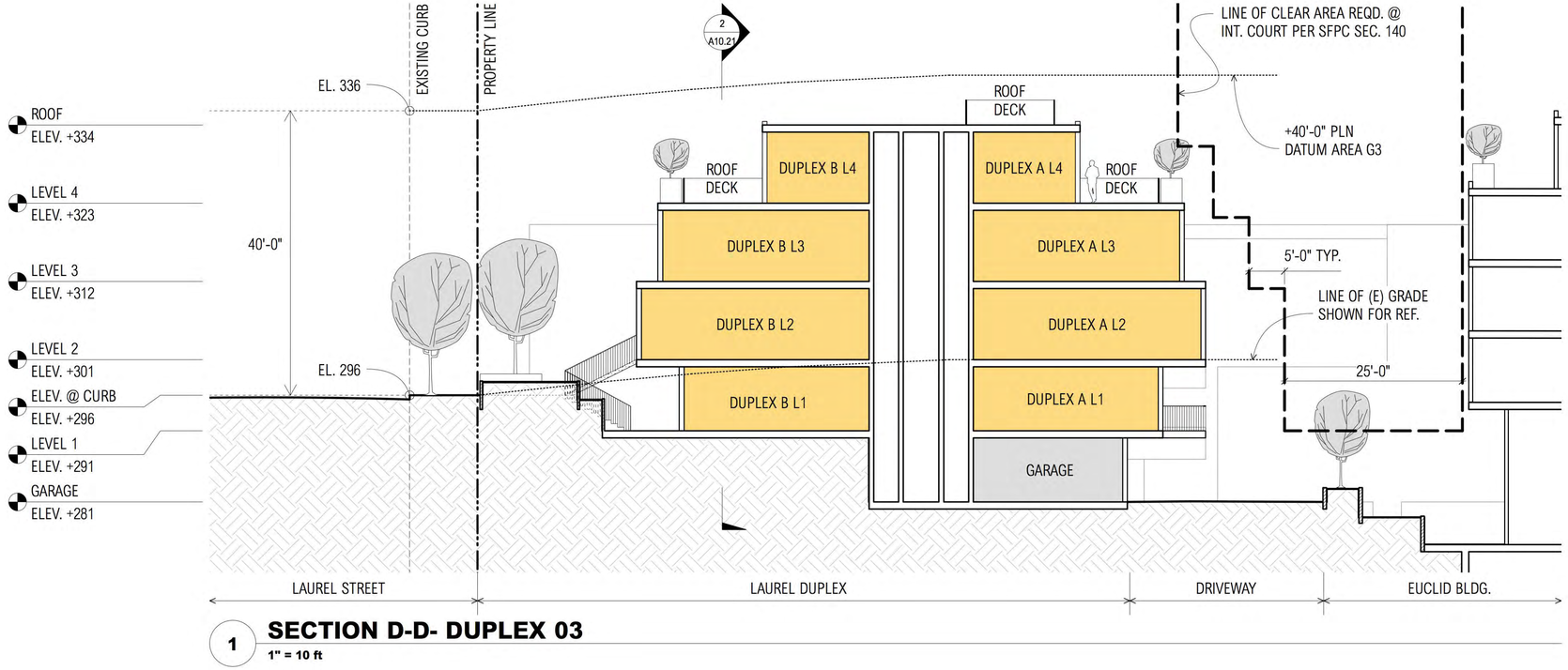
A10.22



NOTE: METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE G4; SEE SHEET G3.04. SECTION TAKEN AT C.L. OF BUILDING PER SFPC SECTION 260(a)(1)(C),

2 SECTION E-E- DUPLEX 04

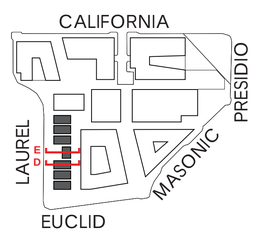
1" = 10 ft



NOTE: METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE G3; SEE SHEET G3.04. SECTION TAKEN AT C.L. OF BUILDING PER SFPC SECTION 260(a)(1)(C),

1 SECTION D-D- DUPLEX 03

1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

LAUREL DUPLEX SECTIONS

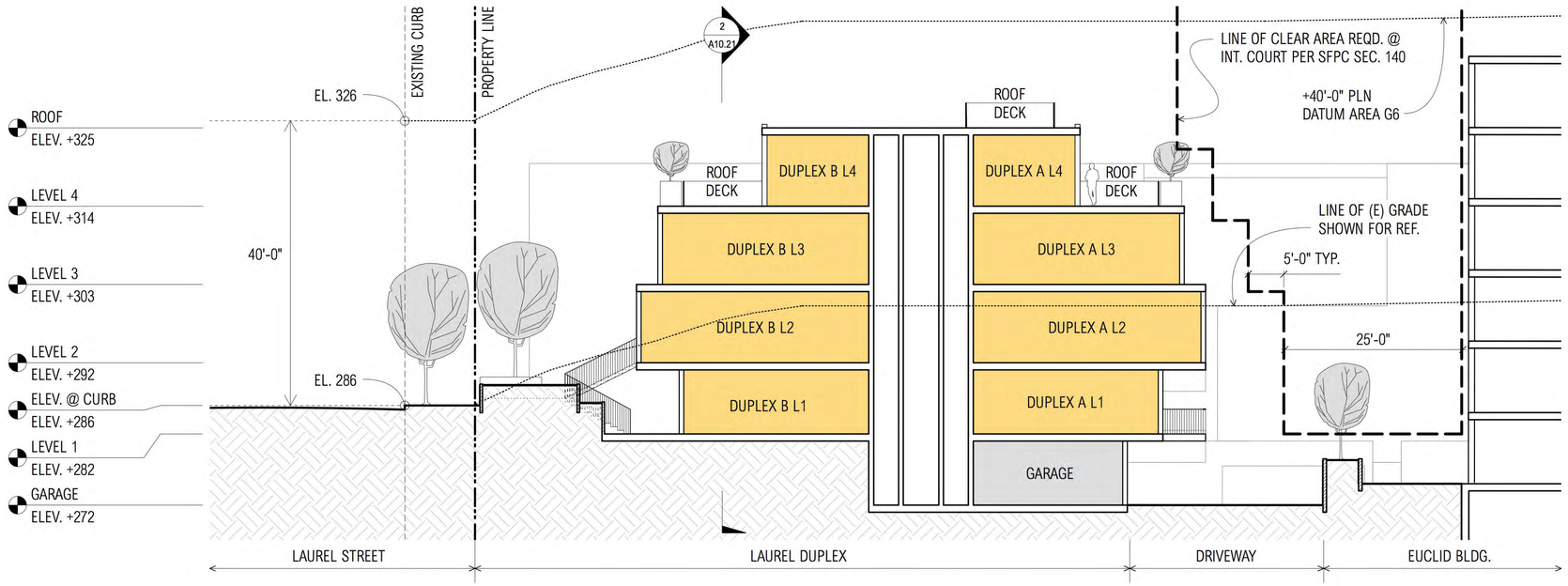
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

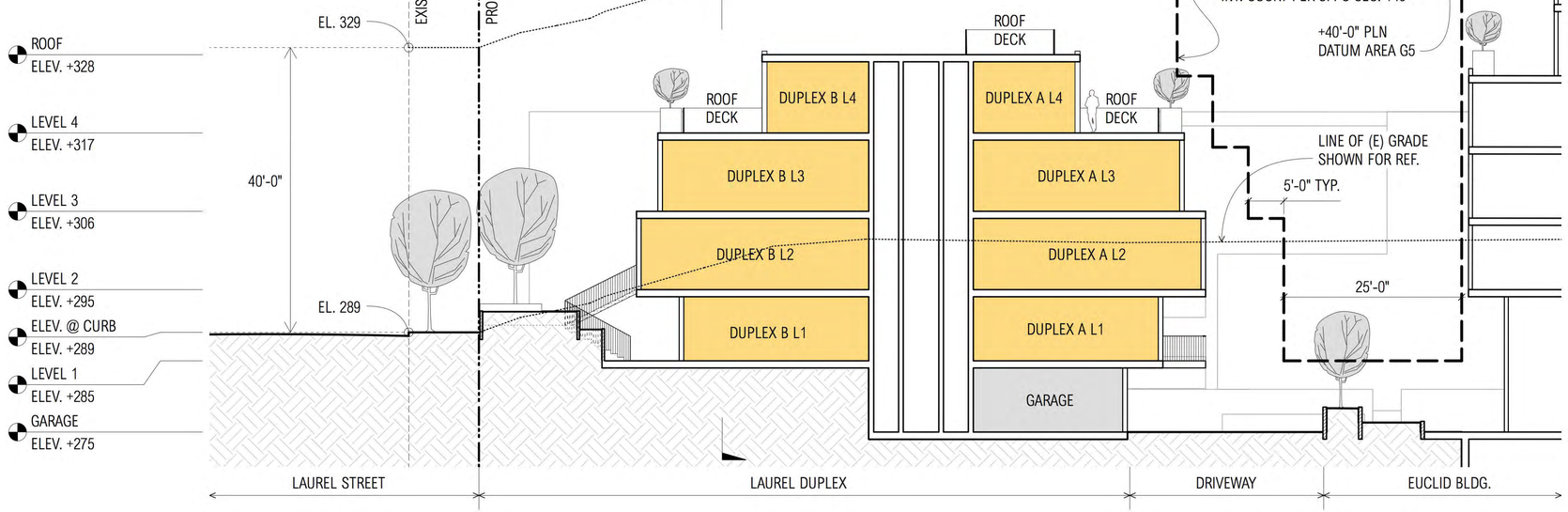
A10.23



NOTE: METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE G6; SEE SHEET G3.04. SECTION TAKEN AT C.L. OF BUILDING PER SFPC SECTION 260(a)(1)(C),

2 SECTION G-G- DUPLEX 06

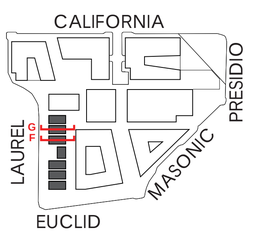
1" = 10 ft



NOTE: METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE G5; SEE SHEET G3.04. SECTION TAKEN AT C.L. OF BUILDING PER SFPC SECTION 260(a)(1)(C),

1 SECTION F-F- DUPLEX 05

1" = 10 ft



3333 CALIFORNIA STREET SAN FRANCISCO, CA

LAUREL DUPLEX SECTIONS

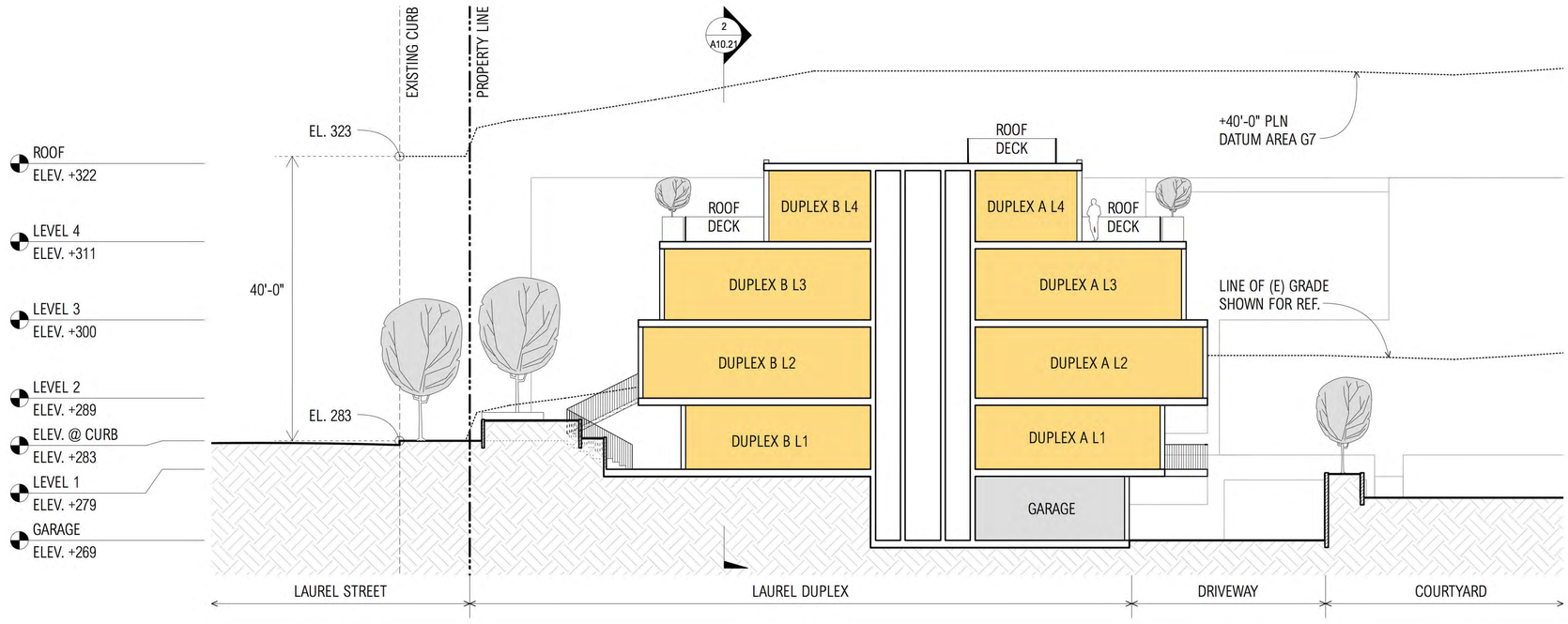
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

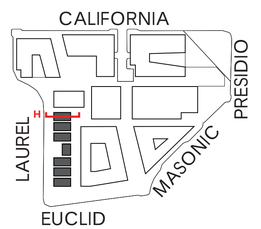
N

A10.24



1 **SECTION H-H- DUPLEX 07**
1" = 10 ft

NOTE: METHOD OF HEIGHT LIMIT MEASUREMENT FOR ZONE G7; SEE SHEET G3.04. SECTION TAKEN AT C.L. OF BUILDING PER SFPC SECTION 260(a)(1)(C),



3333 CALIFORNIA STREET SAN FRANCISCO, CA

LAUREL DUPLEX SECTIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

A10.25



2 **LAUREL DUPLEX OPEN SPACE - ROOF**
1" = 20 ft

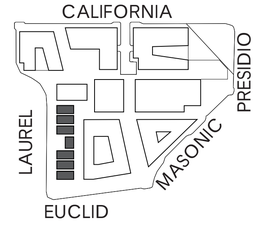
* UNIT IS PROVIDED WITH PRIVATE OPEN SPACE AS INDICATED

ROOF LEVEL SUMMARY
COMMON: 0 SF
PRIVATE: 1300 SF

1 **LAUREL DUPLEX OPEN SPACE - ELEV. +315**
1" = 20 ft

* UNIT IS PROVIDED WITH PRIVATE OPEN SPACE AS INDICATED

ELEV. 315 SUMMARY
COMMON: 0 SF
PRIVATE: 100 SF



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

LAUREL DUPLEX OPEN SPACE

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 5' 10' 20' 30'

N

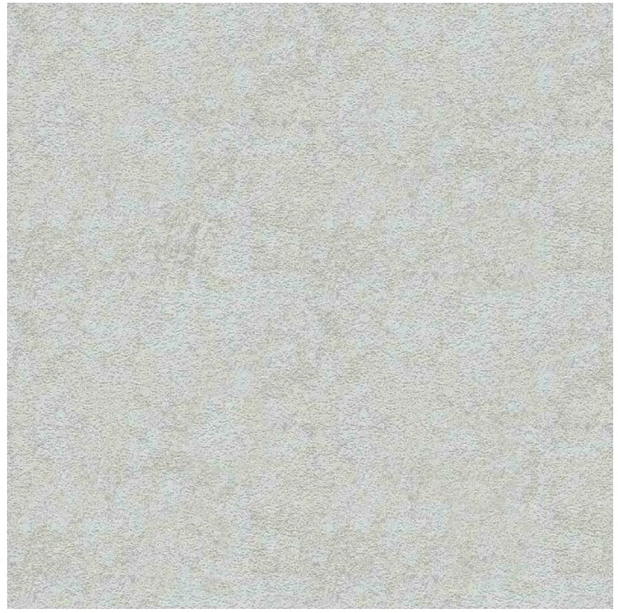
A10.40



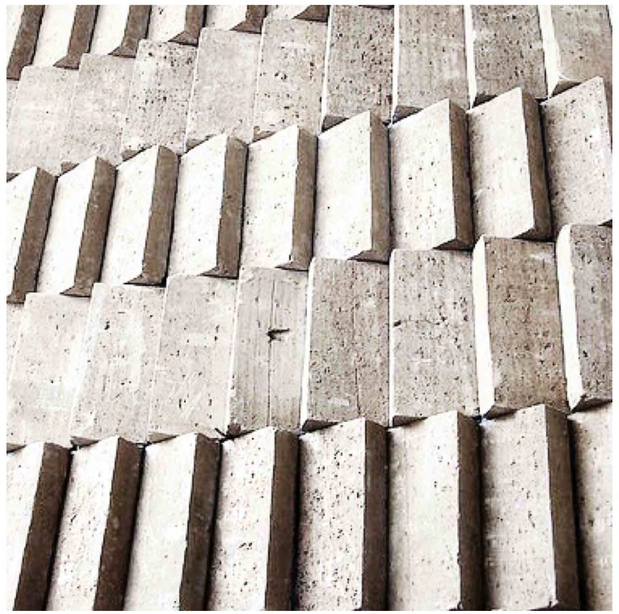
L SLAT SCREEN



D ALUMINUM WINDOW SYSTEM



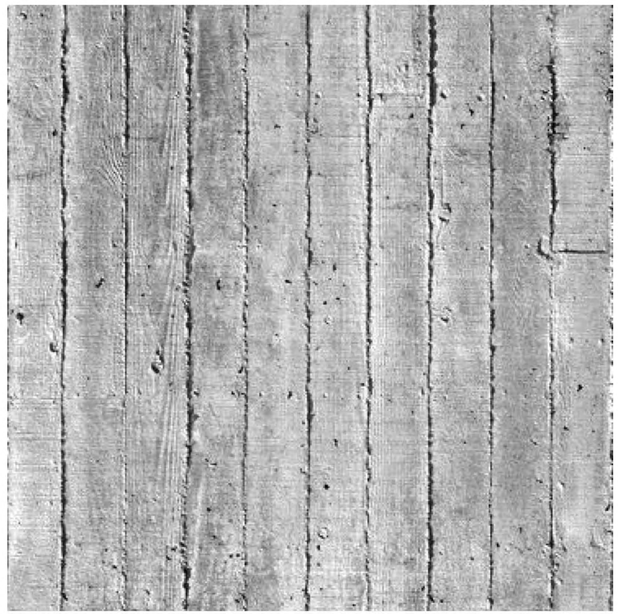
B CEMENT PLASTER



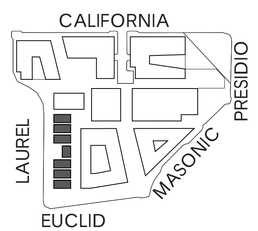
P BRICK



G STEEL GUARDRAIL



K ARCHITECTURAL CONCRETE



3333 CALIFORNIA STREET SAN FRANCISCO, CA

LAUREL MATERIAL PALETTE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

A10.50



3333 CALIFORNIA STREET SAN FRANCISCO, CA

LAUREL TOWNHOMES PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

A10.60

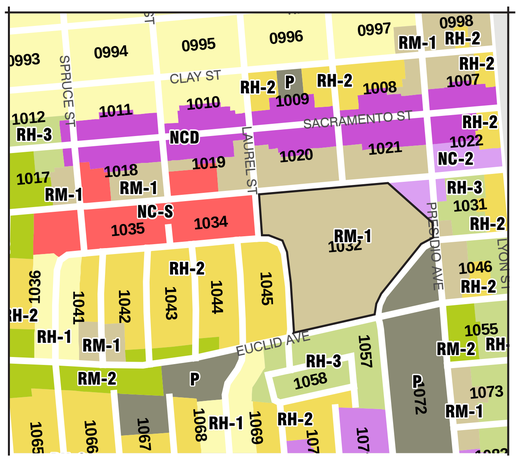
PROJECT DESCRIPTION

THE 3333 CALIFORNIA STREET MIXED-USE PROJECT (PROPOSED PROJECT) SITE IS A 446,468-SQUARE-FOOT, OR AN APPROXIMATELY 10.25-ACRE PARCEL BOUNDED BY CALIFORNIA STREET TO THE NORTH, PRESIDIO AVENUE TO THE EAST, MASONIC AVENUE TO SOUTHEAST, EUCLID AVENUE TO THE SOUTH, AND LAUREL STREET/MAYFAIR DRIVE TO THE WEST, IN SAN FRANCISCO'S PRESIDIO HEIGHTS NEIGHBORHOOD, IN THE NORTHWEST PORTION OF SAN FRANCISCO. THE PROJECT SPONSOR, LAUREL HEIGHTS PARTNERS LLC, OWNS THE SITE AND LEASES IT TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH USES THE PROJECT SITE FOR ITS UNIVERSITY OF CALIFORNIA SAN FRANCISCO (UCSF) LAUREL HEIGHTS CAMPUS. PRIOR TO THE PROJECT SPONSOR'S ACQUISITION OF FEE TITLE TO THE SITE, THE PROJECT SPONSOR HAD ENTERED INTO A 99-YEAR PRE-PAID GROUND LEASE WITH THE REGENTS, THE FORMER OWNER OF THE SITE, IN 2014. THE PROJECT SITE DOES NOT INCLUDE THE SAN FRANCISCO FIREMAN'S CREDIT UNION (NOW CALLED SF FIRE CREDIT UNION) AT THE SOUTHWEST CORNER OF CALIFORNIA STREET AND PRESIDIO AVENUE, WHICH IS ON A SEPARATE PARCEL.

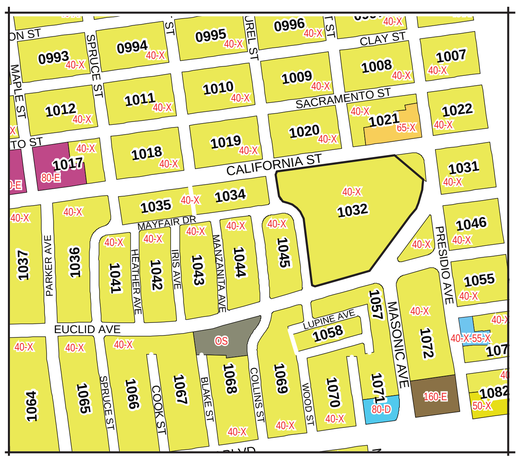
THE PROJECT SITE IS DEVELOPED WITH A FOUR-STORY, 455,000-GROSS-SQUARE-FOOT (GSF) OFFICE BUILDING WITH A THREE-LEVEL, 212-SPACE, PARTIALLY BELOW-GRADE PARKING GARAGE AT THE CENTER OF THE SITE; A ONE-STORY, 14,000-GSF ANNEX BUILDING AT THE CORNER OF CALIFORNIA AND LAUREL STREETS; THREE SURFACE PARKING LOTS WITH A TOTAL OF 331 SPACES CONNECTED BY INTERNAL ROADWAYS; TWO CIRCULAR GARAGE RAMP STRUCTURES LEADING TO BELOW-GRADE PARKING LEVELS; AND LANDSCAPING OR LANDSCAPED OPEN SPACE. THE CAMPUS SERVES AS THE PRIMARY LOCATION FOR UCSF'S OFFICES FOR ITS SOCIAL, BEHAVIORAL, AND POLICY SCIENCE RESEARCH DEPARTMENTS.

THE PROPOSED PROJECT CONSISTS OF REDEVELOPMENT OF THE SITE FROM OFFICE, RESEARCH, CHILD CARE, AND PARKING USES TO A MIX OF RESIDENTIAL, RETAIL, CHILD CARE, AND ASSOCIATED PARKING USES. THESE PROPOSED USES WOULD BE LOCATED IN 13 NEW BUILDINGS AND IN THE ADAPTIVELY REUSED OFFICE BUILDING, WHICH WOULD BE DIVIDED INTO TWO SEPARATE RESIDENTIAL BUILDINGS. PROPOSED PARKING WOULD BE PROVIDED IN FOUR BELOW-GRADE PARKING GARAGES AND SEVEN INDIVIDUAL, TWO-CAR PARKING GARAGES. THE PROPOSED PROJECT WOULD REQUIRE DEMOLITION, SOILS DISTURBANCE, AND EXCAVATION TO DEPTHS RANGING FROM 7 TO 40 FEET BELOW THE EXISTING GRADE FOR CONSTRUCTION OF THE BELOW-GRADE PARKING GARAGES, BUILDING FOUNDATIONS, AND SITE TERRACING.

ZONING MAP*



HEIGHT / BULK MAP*



* MAPS FROM WWW.SF-PLANNING.ORG

PROJECT TOTALS SUMMARY

PROJECT TOTALS SR HOUSING

		EXISTING (area or count)	PROPOSED (area or count)	DELTA
AREA SUMMARY				
	RESIDENTIAL	0	977,437	977,437
	RETAIL	0	21,498	21,498
	RETAIL F&B	0	12,998	12,998
	OFFICE	364,500	0	-364,500
	CHILDCARE	11,500	14,665	3,165
	GARAGE	93,000	401,234	308,234
	Total	469,000	1,427,832	958,832
TOTAL UNIT COUNT SUMMARY				
	JR	0	27	27
	1-BED	0	392	392
	2-BED	0	195	195
	3-BED	0	103	103
	4-BED	0	27	27
	Total	0	744	744
PARKING SUMMARY				
	RESIDENTIAL	0	744	744
	RETAIL	0	46	46
	RETAIL F&B	0	28	28
	OFFICE	483	0	-483
	CHILDCARE	0	29	29
	COMMERCIAL	60	0	-60
	Total	543	847	304
	CAR SHARE	0	10	10
SECTION 135 OPEN SPACE SUMMARY				
	RESIDENTIAL PRIVATE	0	11,700	11,700
	TENANT COMMON	160,700	28,170	-132,530
	PUBLIC	0	53,821	53,821
	COMMON NON-SEC.135	4,500	45,300	40,800
	PUBLIC NON-SEC.135		71,405	71,405
	Total	165,200	210,396	45,196

BELOW MARKET RATE UNITS NOTE:
THE PROPOSED PROJECT INCLUDES AFFORDABLE HOUSING UNITS AS REQUIRED UNDER PLANNING CODE SECTION 415 AND/OR AS SET FORTH IN A DEVELOPMENT AGREEMENT (DA) FOR THE PROJECT BETWEEN THE PROJECT SPONSOR AND THE CITY.

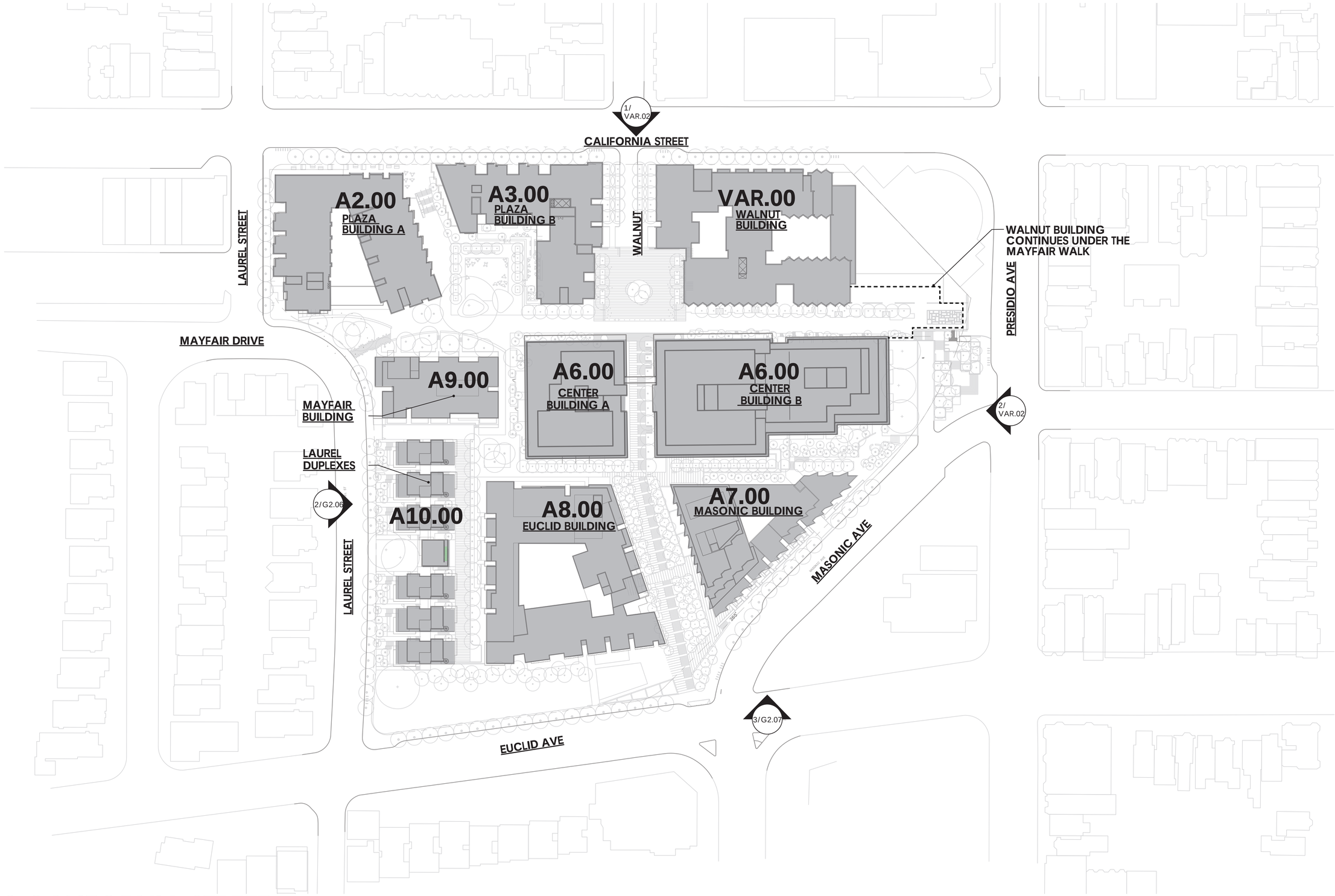
PROPERTY SUMMARY:

ADDRESS:	3333 CALIFORNIA STREET
SUPERVISOR:	DISTRICT 2 / CATHERINE STEFANI
BLOCK/LOT:	1032/003
LOT AREA:	446,468 SF
ZONING:	RM-1
HEIGHT/BULK:	40-X

ZONING SUMMARY:

	REQUIRED / PERMITTED	PROVIDED
USES PERMITTED: (TABLE 209.2)	DWELLING UNITS (P) RETAIL SALES (NP)[1] COMMERCIAL USE (NP)[1] CHILDCARE (P)	744 RESIDENTIAL DWELLING UNITS 34,496 SF RETAIL 0 SF OFFICE 14,665 SF
DWELLING UNIT DENSITY : (TABLE 209.2)	1:600 SF LOT AREA WITH C.U.A./P.U.D.	744 DU - COMPLIES
HEIGHT (SEC. 260):	40-FT[2] (E) BLDG A - 68'-6"(NON-CONFORMING) (E) BLDG B - 67'-0"(NON-CONFORMING)	CALIFORNIA ST - 45-FT WALNUT - 68-FT MASONIC AVE - 40-FT EUCLID AVE - 40-FT LAUREL - 30 TO 40FT MAYFAIR - 40-FT (E) BLDG A - 11'-6" ABOVE (E) BLDG (E) BLDG B - 25 FT ABOVE (E) BLDG
BULK (SEC. 270):	"X" - HEIGHT STEPPING REQ'D IF GRADE EXCEEDS 5% SLOPE.	COMPLIES, SEE SHEET G3.04 + VAR.44
FAR (SEC. 124(b))	1.8:1-ONLY APPLIES TO NON-RESI USES 803,642.4 GSF NON-RESI PERMITTED	NON-RESI AREA LESS THAN 803,642 SF
UNIT MIX	MIN. 25% 2-BED; 10% 3 BED PER SFP SEC. 207.7	COMPLIES -44% 2BD OR LARGER
REAR YARD (SEC. 209.2):	45% LOT DEPTH	52 % OF SITE IS OPEN AREA[3]
OPEN SPACE (SEC. 135):	100 SF/UNIT PRIVATE, 133 SF/UNIT COMMON	COMPLIES, SEE SHEET VAR.43
PARKING (SEC. 150):	RES: REQ'D 1.0/1.0 DU RETAIL GEN: REQ'D 2/1000 UP TO 20K GSF RETAIL F+B: 4/1000 OSF CHILDCARE 1/25 CHILDREN = 7 PARKING TOTAL:	744 SPACES, OR 1.0/1.0 46 (PER MITIGATION MEASURE 2.14/1000 OSF) 28 (PER MITIGATION MEASURE 2.14/1000 OSF) 29 SPACES (PER S.U.D.) 847
CAR SHARE (SEC. 166):	201+ DU: 2, + 1/200 = 5 REQ'D 50+ STALLS: 1+ 1/50 OVER 50 = 3 REQ'D CAR SHARE TOTAL:	5 - COMPLIES 5 - COMPLIES[4] 10
OFF-STREET LOADING: (SEC. 152)	1 FOR 10,000-60,000 SF RETAIL 3 FOR 500,000-900,000 SF RES+OFFICE	TOTAL OF 6 PROVIDED - COMPLIES (3 IN WALNUT BLDG, 3 IN MASONIC BLDG)
BIKE PARKING (SEC. 155):	CLASS ONE: RES: 100 + 1/4 DU OVER 100 = 653 RETAIL: 1/7,500 OSF = 34,496/7,500 = 5 CHILDCARE: 1/20 CHILDREN = 172/20=9 TOTAL CLASS 1 BIKE STALLS: CLASS TWO: RES: 1 / 20 DU = 744/20 = 38 RETAIL: 1/2,500 NSF IF <50K GSF = 8 FOOD/BEV: 1/750 NSF = 10,398/750 CHILDCARE: 1/20 CHILDREN = 8 TOTAL CLASS 2 BIKE STALLS:	 744 - COMPLIES[4] 8 - COMPLIES 10 - COMPLIES 762 45 - COMPLIES[4] 8 - COMPLIES 14 - COMPLIES 10 - COMPLIES 77

1. *SPONSOR WILL BE REQUESTING A S.U.D. TO INCLUDE THESE USES.*
2. *SPONSOR WILL BE REQUESTING A HEIGHT MAP CHANGE TO ALLOW FOR HEIGHTS PROVIDED.*
3. *SPONSOR WILL BE REQUESTING TO SATISFY THE REAR YARD REQUIREMENT THROUGH AN S.U.D. OPEN SPACE EQUIVALENCY.*
4. *ADDITIONAL SPACES PROVIDED, BEYOND CODE REQUIRED.*
5. *PC RESOLUTION 4109 WILL BE EXTINGUISHED THROUGH ORDINANCE APPROVED BY THE BOARD OF SUPERVISORS.*



3333 CALIFORNIA STREET SAN FRANCISCO, CA

KEYING SITE PLAN - EIR VARIANT 1

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019

0 30' 60' 120' 180'

N

VAR.00

WALNUT VARIANT AREAS

Level	Residential Gross SF	Retail SF	Retail Food and Bev. SF	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
5	26,910	0	0	0	0	0	26,910
4	29,445	0	0	0	0	0	29,445
3	29,445	0	0	0	0	0	29,445
2	29,445	0	0	0	0	0	29,445
1	31,180	0	0	0	0	0	31,180
B1	1,165	8,500	0	0	13,465	39,635	62,765
B2	0	0	0	0	1,200	47,865	49,065
B3	0	0	0	0	0	78,445	78,445
Total	147,590	8,500	0	0	14,665	165,945	**336,700**

WALNUT VARIANT UNIT MIX

Level	JR	1-BED	2-BED	3-BED	4-BED	TOTAL
5	0	36	0	0	0	36
4	0	39	0	0	0	39
3	0	39	0	0	0	39
2	0	37	0	0	0	37
1	0	34	1	0	0	35
B1	0	0	0	0	0	0
B2	0	0	0	0	0	0
B3	0	0	0	0	0	0
Total	0	185	1	0	0	**186**
Percentage	*0%*	*99%*	*1%*	*0%*	*0%*	*100%*

VARIANT TOTALS AREAS

Bldg	Residential Gross SF	Retail Gross SF	Retail Food and Bev. SF	Office Gross SF	Childcare Gross SF	Garage Gross SF	TOTAL GSF
Plaza Bldg A	66,755	7,408	7,408	0	0	69,329	150,900
Plaza Bldg B	72,035	5,590	5,590	0	0	69,329	152,544
Walnut Variant	147,590	8,500	0	0	14,665	165,945	336,700
Center Bldg A	89,735	0	0	0	0	0	89,735
Center Bldg B	231,667	0	0	0	0	22,731	254,398
Masonic	83,505	0	0	0	0	14,220	97,725
Euclid	184,170	0	0	0	0	42,360	226,530
Laurel Duplexes	55,300	0	0	0	0	4,960	60,260
Mayfair	46,680	0	0	0	0	12,360	59,040
Total	**977,437**	**21,498**	**12,998**	**0**	**14,665**	**401,234**	**1,427,832**

VARIANT UNIT MIX TOTALS

Level	JR	1-BED	2-BED	3-BED	4-BED or PH	TOTAL
Plaza Bldg A	18	22	23	4	0	67
Plaza Bldg B	9	21	25	6	0	61
Walnut Variant	0	185	1	0	0	186
Center Bldg A	0	24	11	10	6	51
Center Bldg B	0	51	49	30	9	139
Masonic	0	22	25	10	0	57
Euclid	0	55	54	30	0	139
Laurel Duplexes	0	0	0	2	12	14
Mayfair	0	12	7	11	0	30
Total	**27**	**392**	**195**	**103**	**27**	**744**
	4%	*53%*	*26%*	*14%*	*4%*	*100%*

PARKING PROVIDED

VARIANT PARKING

Bldg	Dwelling Units	Res *0 to 1.5 / DU*	Res Total TDM Provided	Childcare	Childcare Req'd *1.5/25 children*	Total TDM Provided	Retail (general) x 0.8 *	Retail (general) *Code 1.5/500 osf*	Total Retail TDM Provided	Retail (F&B) x 0.8*	Retail (F&B) *Code 1.5/200 osf*	Total Retail TDM Provided	Office x 0.8*	Office Req'd 1.5/*500 osf*	Total Office TDM Provided	Commercial	Commercial Req'd	Total Com. Provided
Plaza Bldg A	67	101	**67**	0	0	**0**	5,926	18	**16**	5,926	44	**14**	0	0	**0**	0	0	**0**
Plaza Bldg B	61	92	**61**	0	0	**0**	4,472	14	**12**	4,472	34	**14**	0	0	**0**	0	0	**0**
Walnut	186	279	**186**	179 children	11	**29**	6,800	21	**18**	0	0	**0**	0	0	**0**	0	0	**0**
Center Bldg A	51	77	**51**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Center Bldg B	139	209	**139**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Masonic	57	86	**57**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Euclid	139	209	**139**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Laurel Duplexes	14	21	**14**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Mayfair	30	45	**30**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Total		1,116	**744**		11	**29**		53	**46**		78	**28**		0	**0**		0	**0**

Car Share: 5 | Required Residential | 3 | Required Non-Residential | 8 | Total Required | 10 | Total Car Share Provided | Total Parking on Site: 857

* Occupied Floor Area (OFA) is assumed to be 80% of tenant floor area per NOPDR1

CLASS ONE BIKE

Bldg	Dwelling Units	Stalls Req'd *1/du to 100 then 1/4du*	Total Res. Provided	Childcare	Stalls Req'd *1/20 children*	Total Provided	Retail (general) x 0.8	Retail (general) Req'd *1/7,500sf*	Total Retail Provided	Retail (F&B) x 0.8	Retail (F&B) *Req'd 1/7,500sf*	Total Retail Provided	Office x 0.8	Office Req'd *1/5000sf*	Total Office Provided
Plaza Bldg A	67	67	**67**	0	0	**0**	5,926	1	**0***	5,926	1	**0***	0	0	**0**
Plaza Bldg B	61	61	**61**	0	0	**0**	4,472	1	**2**	4,472	1	**2**	0	0	**0**
Walnut	186	122	**186**	179 children	9	**10**	6,800	1	**4**	0	0	**0**	0	0	**0**
Center Bldg A	51	51	**51**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Center Bldg B	139	110	**139**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Masonic	57	89	**57**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Euclid	139	110	**139**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Laurel Duplexes	14	14	**14**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Mayfair	30	30	**30**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Total		653	**744**		9	**10**		2	**6**		2	**2**		0	**0**

* Class 1 bike parking for retail in the Plaza buildings is centralized at the B1 level in Plaza B and adjacent to a locker and shower room

Total on Site: 762

CLASS TWO BIKE

Bldg	Dwelling Units	Stalls Req'd *1/20 du*	Total Res. Provided	Childcare	Stalls Req'd *1/20 children*	Total Provided	Retail (general) x 0.8	Retail (general) Req'd *1/2,500sf*	Total Retail Provided	Retail (F&B) x 0.8	Retail (F&B) *Req'd 1/750sf*	Total Retail Provided	Office x 0.8	Office *min 2, plus 1/50,000 sf*	Total Office Provided
Plaza Bldg A	67	3	**4**	0	0	**0**	5,926	2	**2**	5,926	8	**8**	0	0	**0**
Plaza Bldg B	61	3	**4**	0	0	**0**	4,472	2	**2**	4,472	6	**6**	0	0	**0**
Walnut	186	9	**9**	179 children	9	**10**	6,800	3	**4**	0	0	**0**	0	0	**0**
Center Bldg A	51	3	**4**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Center Bldg B	139	7	**8**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Masonic	61	3	**4**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Euclid	139	7	**8**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Laurel Duplexes	14	1	**2**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Mayfair	30	2	**2**	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**
Total		38	**45**		9	**10**		8	**8**		14	**14**		0	**0**

Total on Site: 77



(E) CREDIT UNION -
NOT PART OF SITE

1. CALIFORNIA STREET ELEVATION - OVERALL



4. PRESIDIO / MASONIC ELEVATION - OVERALL



3333 CALIFORNIA STREET SAN FRANCISCO, CA

LANDSCAPE SITE PLAN

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION SUBMITTAL

0 25' 50' 100' 150'

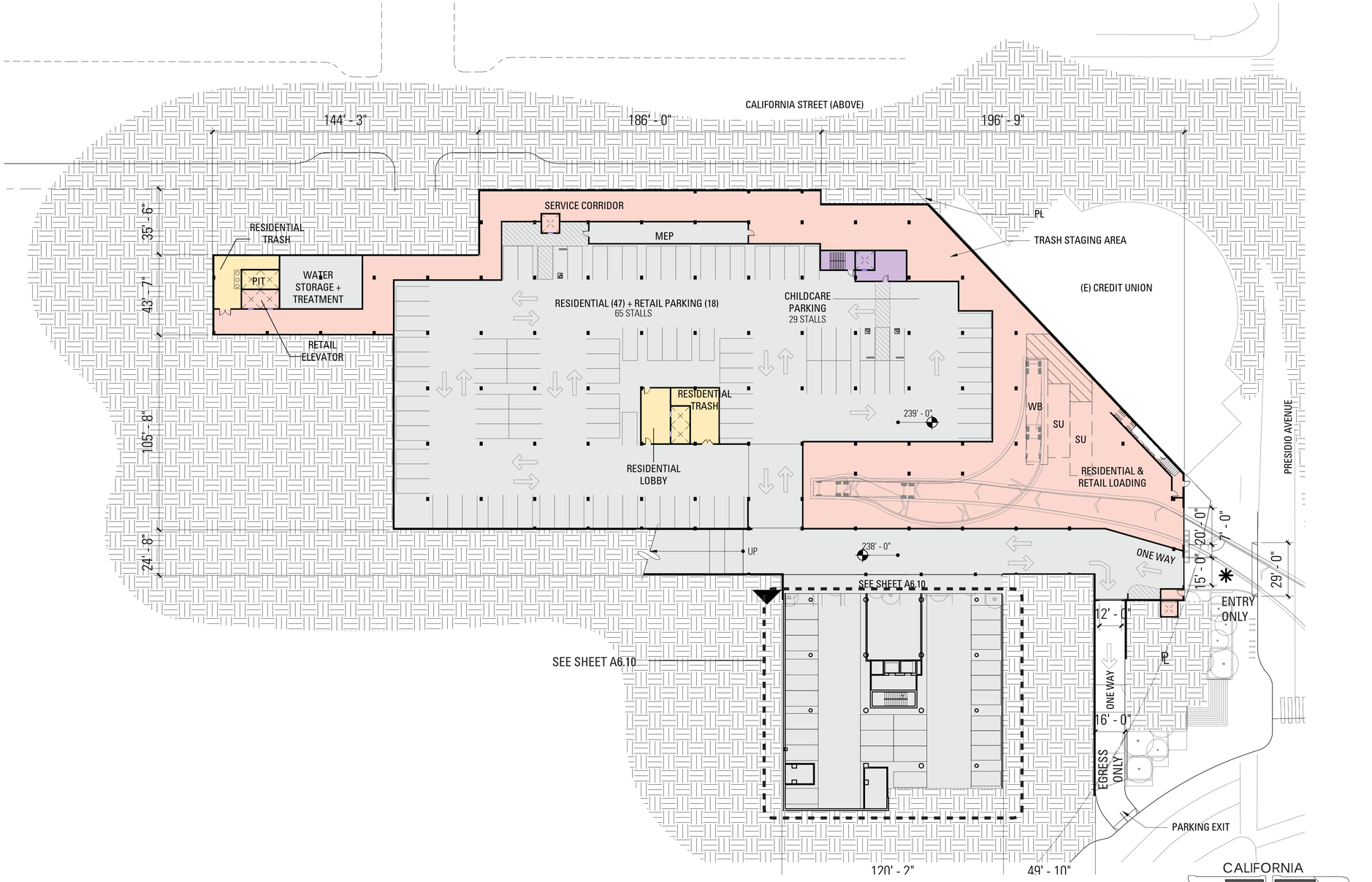
VAR.04



LAUREL STREET ENTRY	**128 STALLS**
PLAZA A BLDG. RESIDENTIAL PARKING	67 STALLS
PLAZA B BLDG. RESIDENTIAL PARKING	61 STALLS
WALNUT STREET ENTRY	**168 STALLS**
CENTER BLDG. RESIDENTIAL PARKING	102 STALLS
PLAZA A&B BLDG. RETAIL	56 STALLS
CAR SHARE	10 STALLS
PRESIDIO AVENUE ENTRY	**259 STALLS**
WALNUT BLDG. CHILDCARE	29 STALLS
WALNUT BLDG. RETAIL	18 STALLS
WALNUT SR. RESIDENTIAL	186 STALLS
CENTER BLDG. RESIDENTIAL PARKING	26 STALLS
MASONIC AVENUE ENTRY	**258 STALLS**
MASONIC RESIDENTIAL PARKING	57 STALLS
EUCLID RESIDENTIAL PARKING	139 STALLS
CENTER BLDG. RESIDENTIAL PARKING	62 STALLS
LAUREL STREET ENTRY	**44 STALLS**
MAYFAIR BLDG. RESIDENTIAL PARKING	30 STALLS
LAUREL RESIDENTIAL PARKING	14 STALLS
TOTAL ON-SITE PARKING	**857 STALLS**

SITE PLAN LEGEND

X PRIMARY VEHICLE ACCESS



CHILDCARE USABLE — CHILDCARE B.O.H.

PARKING

RETAIL USABLE — RETAIL B.O.H.

OFFICE — OFFICE, CORE

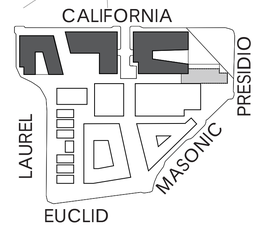
RESIDENTIAL HOMES — RESIDENTIAL CORE

LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.

* ENTRY FOR: RETAIL, SR. HOUSING, CHILDCARE, OFFICE, & CENTER BUILDING B (SELECT STALLS)

** LOADING AREA USED FOR RETAIL, OFFICE, AND RESIDENTIAL TRASH COLLECTION AS WELL AS RESIDENTIAL AND RETAIL LOADING.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: CALIFORNIA STREET PARKING GARAGE - LEVEL B3

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

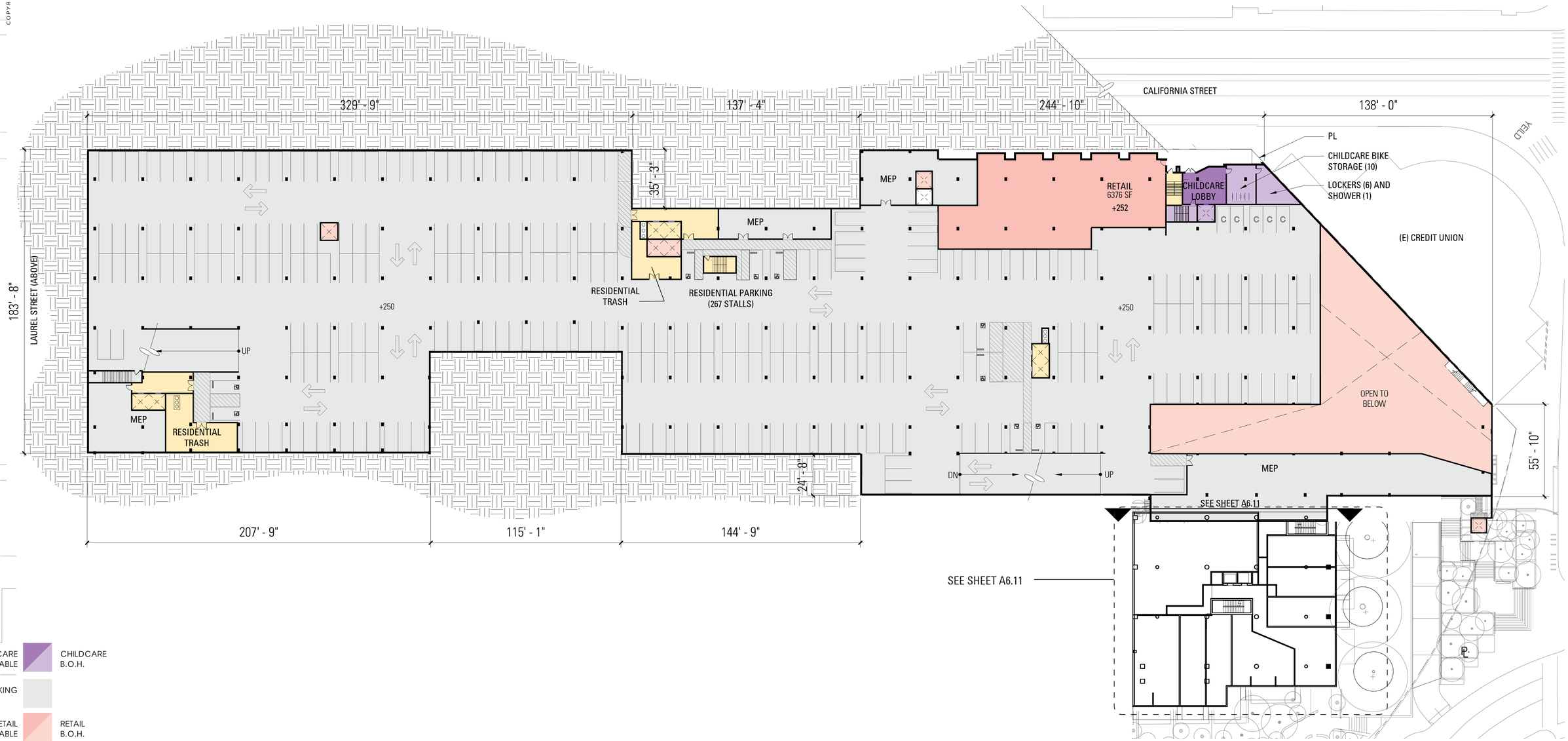
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 15' 30' 60' 90'

N

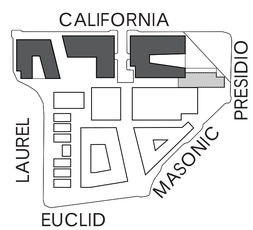
VAR.11

COPYRIGHT © 2017 BAR architects



CHILDCARE USABLE
CHILDCARE B.O.H.
PARKING
RETAIL USABLE
RETAIL B.O.H.
OFFICE
OFFICE, CORE
RESIDENTIAL HOMES
RESIDENTIAL CORE
LANDSCAPED ROOF

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: CALIFORNIA STREET PARKING GARAGE - LEVEL B2

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

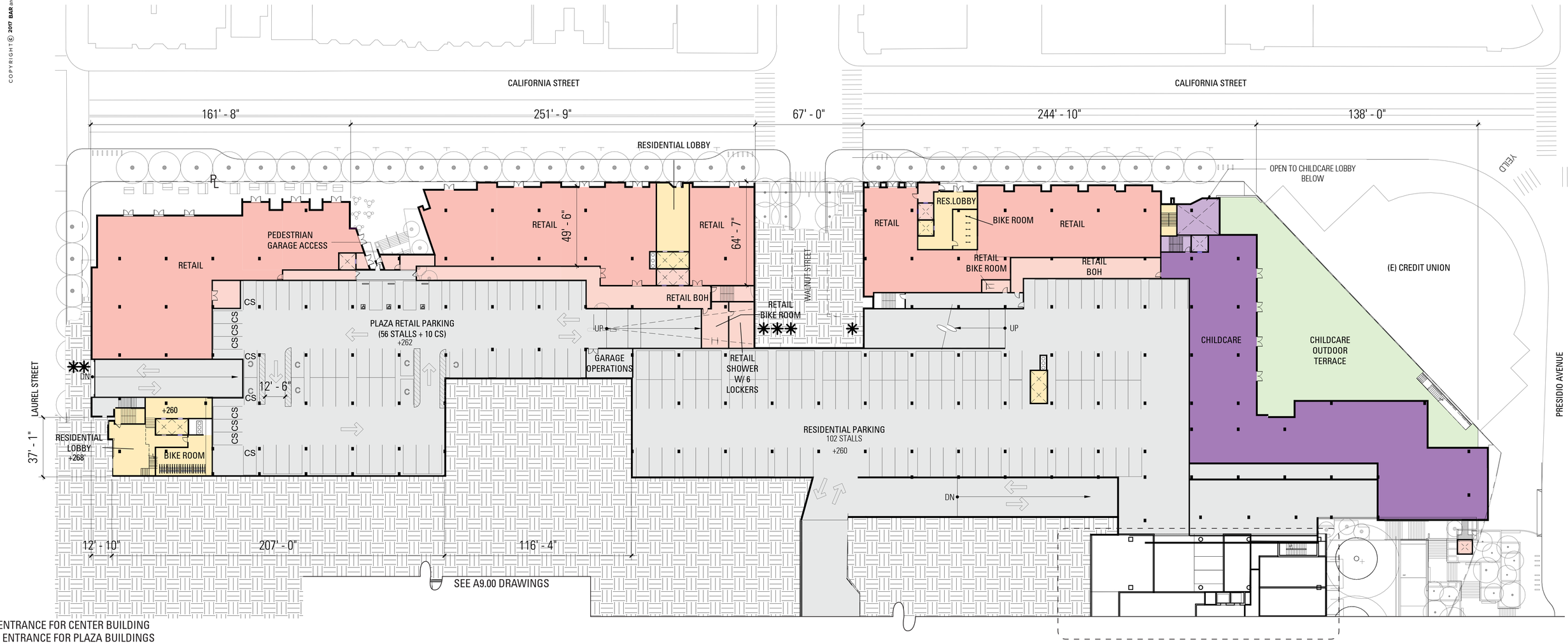
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 15' 30' 60' 90'

N

VAR.12

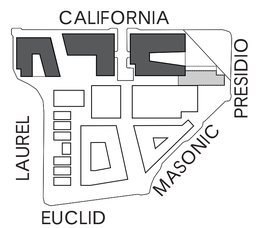
COPYRIGHT © 2017 BAR architects



* ENTRANCE FOR CENTER BUILDING
** ENTRANCE FOR PLAZA BUILDINGS
*** ENTRANCE FOR RETAIL AND CAR SHARE

CHILDCARE USABLE	CHILDCARE B.O.H.
PARKING	
RETAIL USABLE	RETAIL B.O.H.
OFFICE	OFFICE, CORE
RESIDENTIAL HOMES	RESIDENTIAL CORE
LANDSCAPED ROOF	

LEGEND INTENDED FOR USE ONLY WHERE PLANS ARE REPRODUCED IN COLOR.



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: CALIFORNIA STREET PARKING GARAGE - LEVEL B1

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

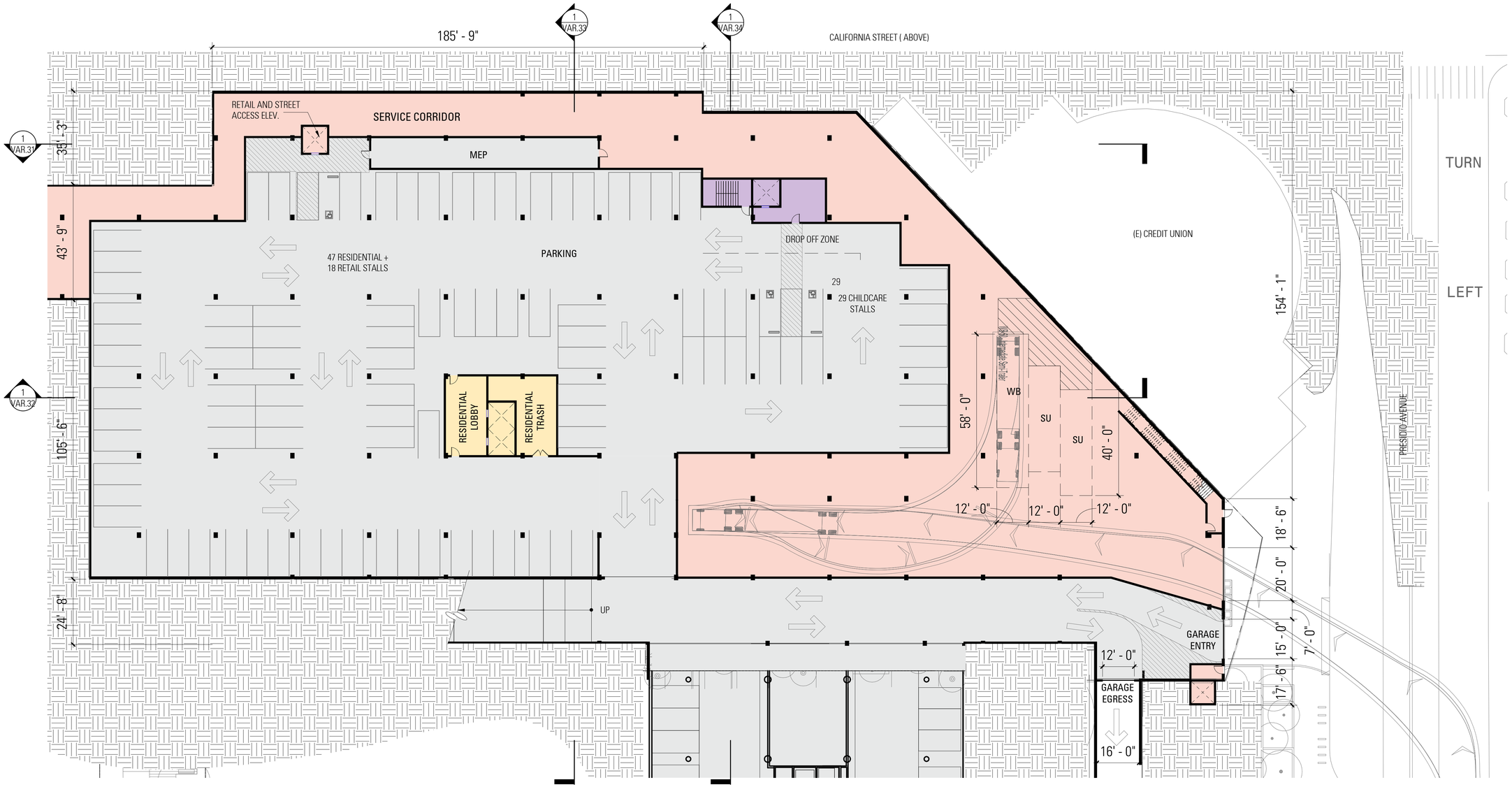
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 15' 30' 60' 90'

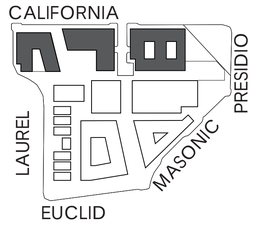
N

VAR.13

COPYRIGHT© 2017 BAR



* ENTRY FOR: RETAIL, CHILDCARE, SENIOR HOUSING, CENTER BUILDING B (SELECT STALLS)



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: "WALNUT" BUILDING PLANS - B3

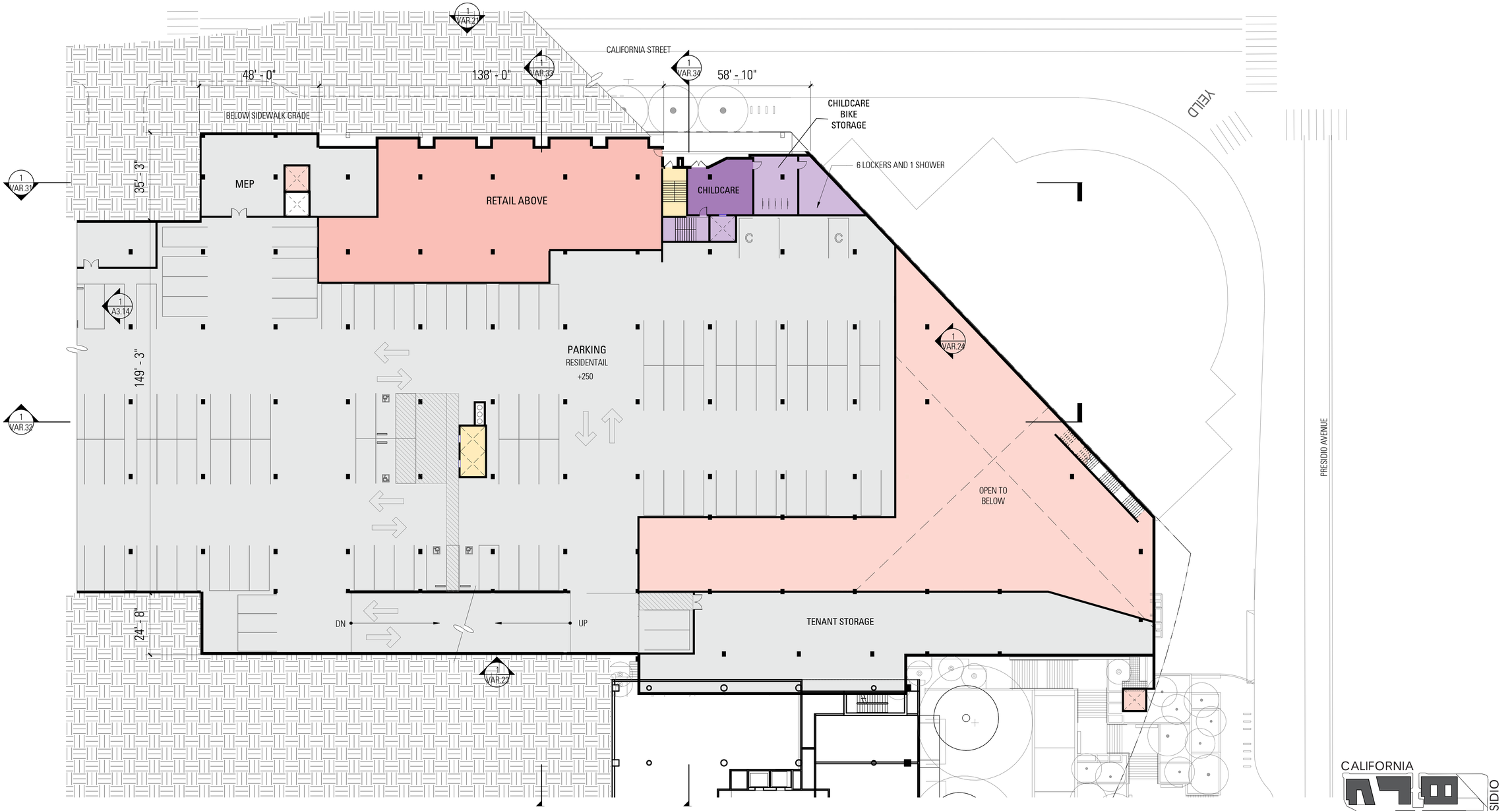
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

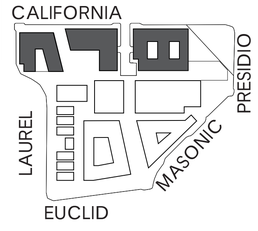
0 30' 60' 90'

VAR.14

63 stalls reduced area_rpprvwda.rvt



s reduced area_approveda.rvt



3333 CALIFORNIA STREET SAN FRANCISCO, CA

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

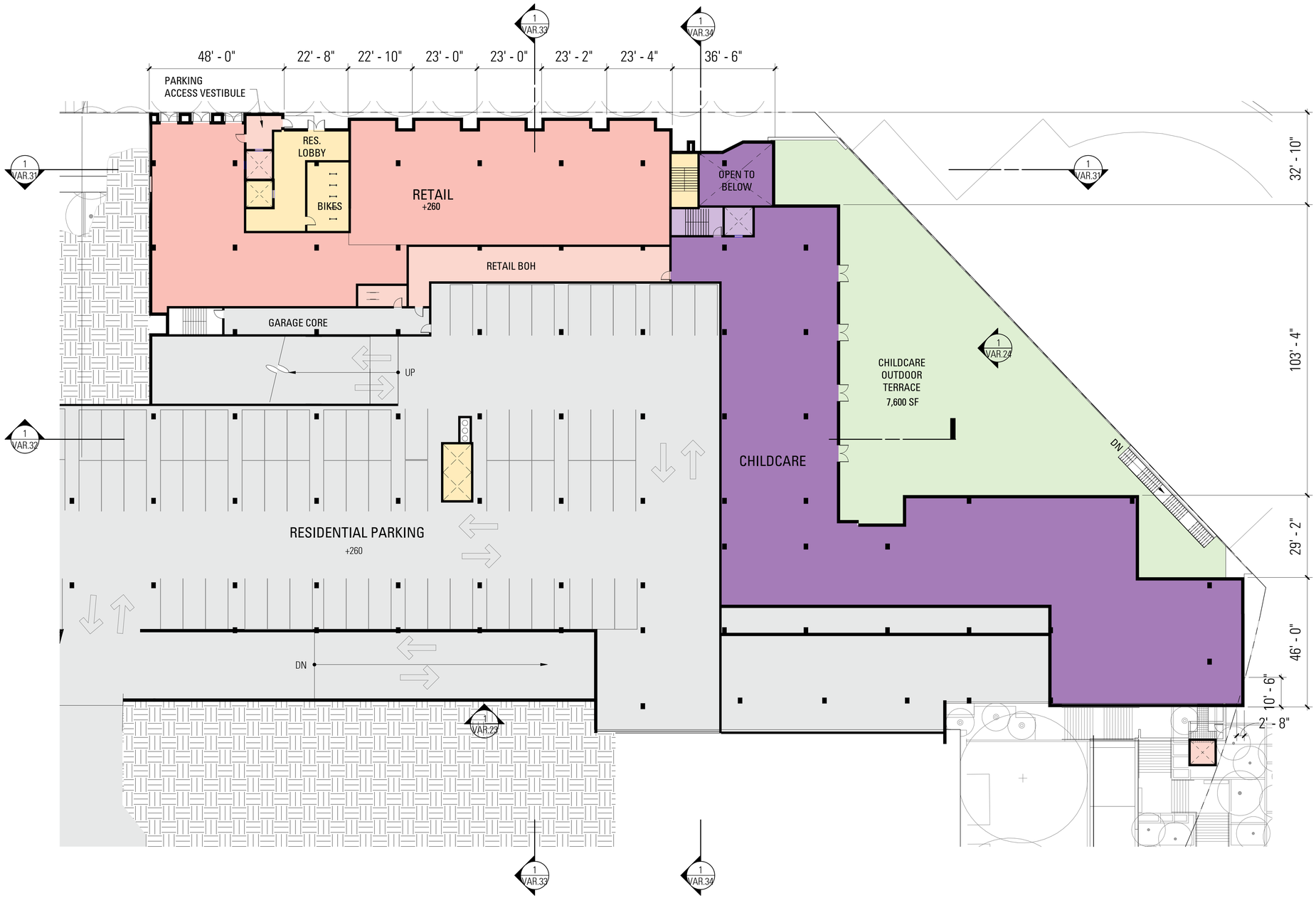
EIR VARIANT 1: "WALNUT" BUILDING PLANS - B2

07.03.2019
PLANNING APPLICATION RESUBMITTAL

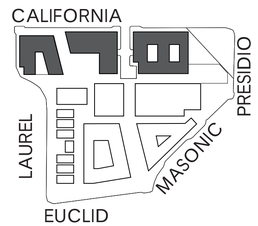
0 30' 60' 90'

VAR.15

COPYRIGHT © 2017 BAR architects



hsing R0 stalls reduced area_zgrowvda.rvt



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: "WALNUT" BUILDING PLANS - B1

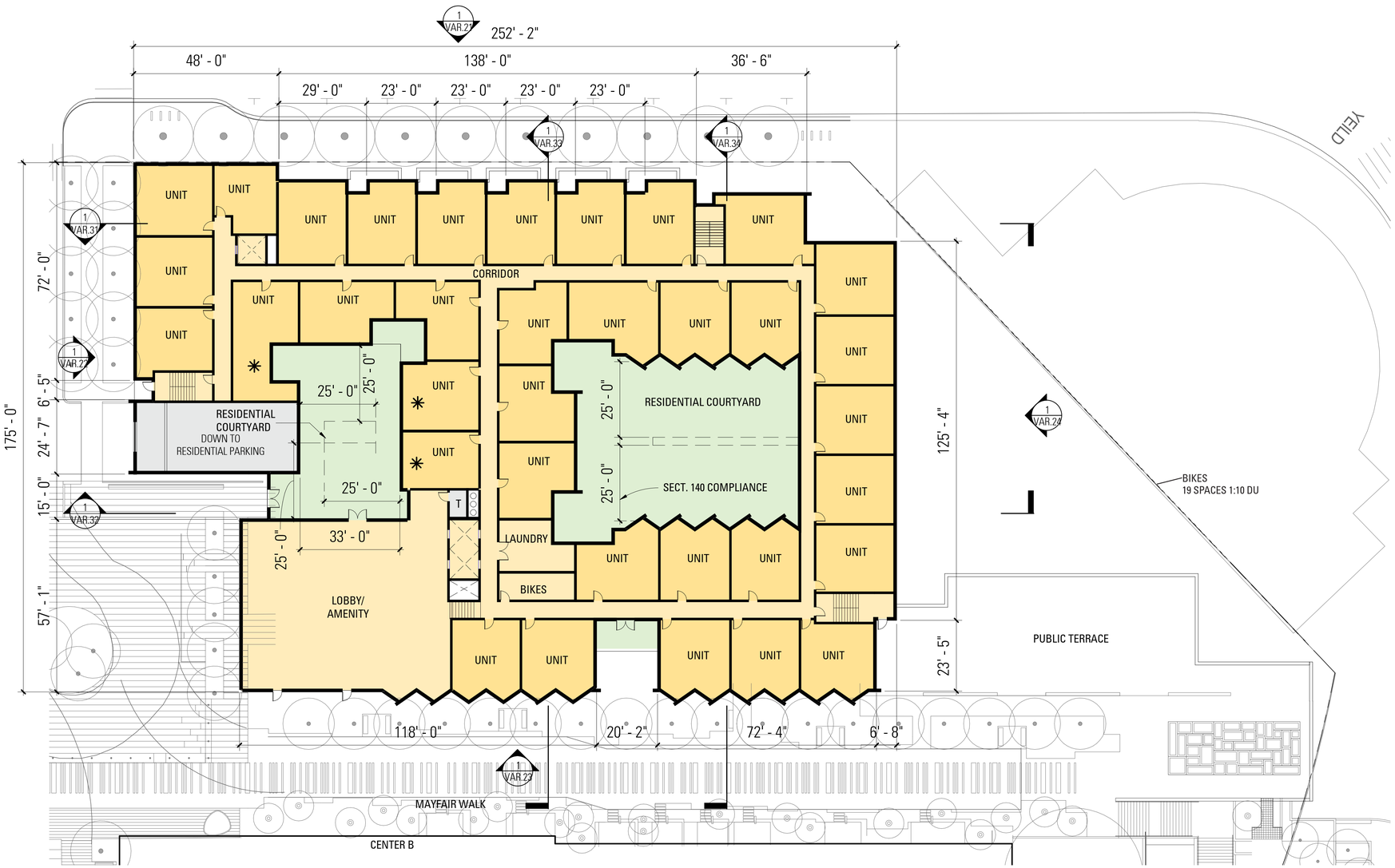
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

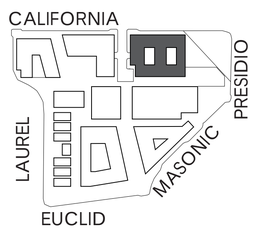
0 30' 60' 90'

VAR.16

COPYRIGHT © 2017 BAR architects



✱ UNIT REQUIRES MODIFICATION TO SECTION 140. 40' - 0" DEPTH REQUIRED, 33'-0" PROVIDED



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: "WALNUT" BUILDING PLANS - LEVEL 1

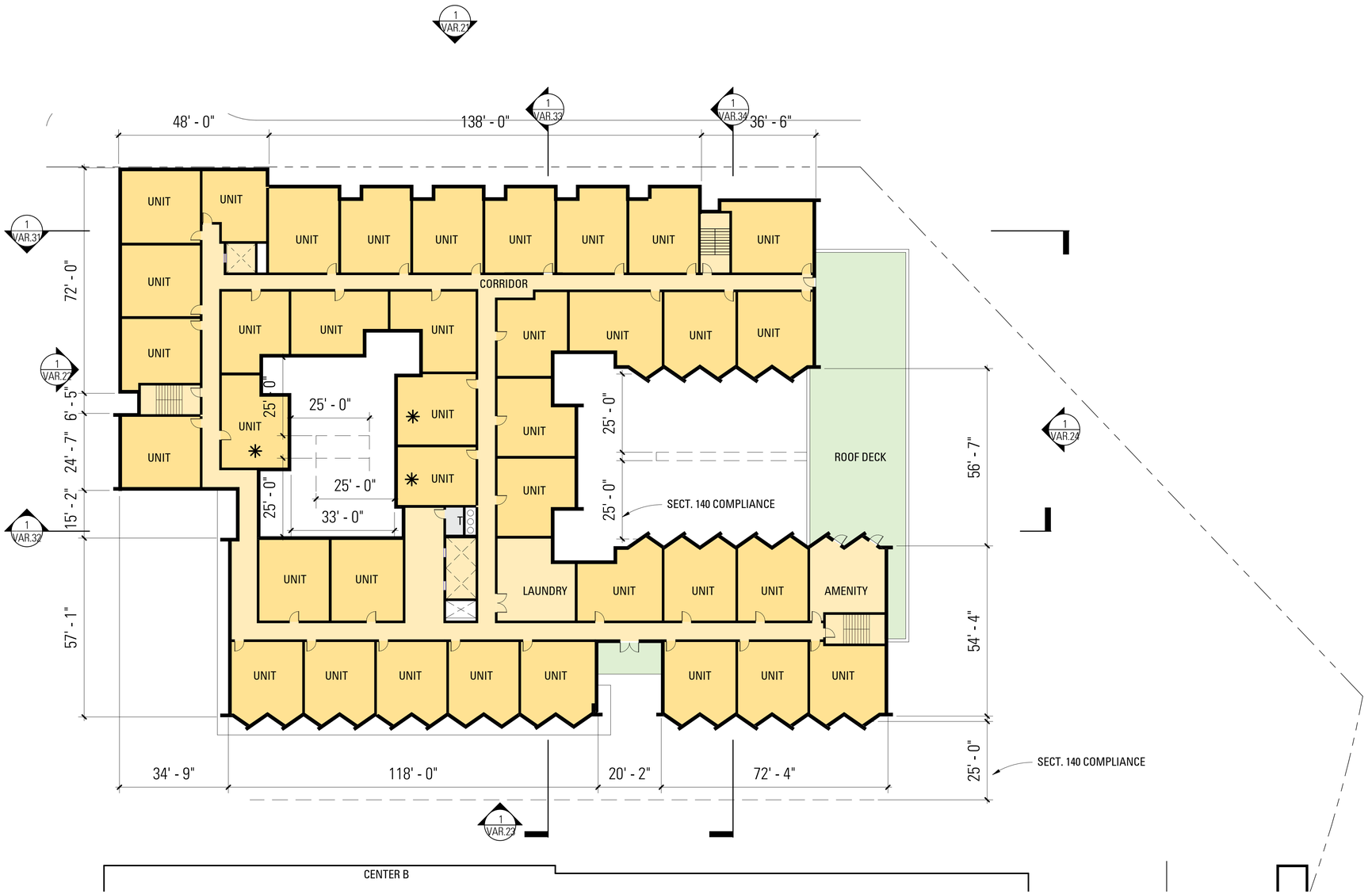
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

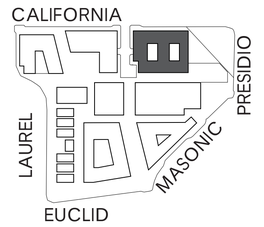
0 30' 60' 90'

VAR.17

COPYRIGHT © 2017 BAR architects



✱ UNIT REQUIRES MODIFICATION TO SECTION 140. 35' - 0" DEPTH REQUIRED, 33'-0" PROVIDED



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: "WALNUT" BUILDING PLANS - LEVEL 2

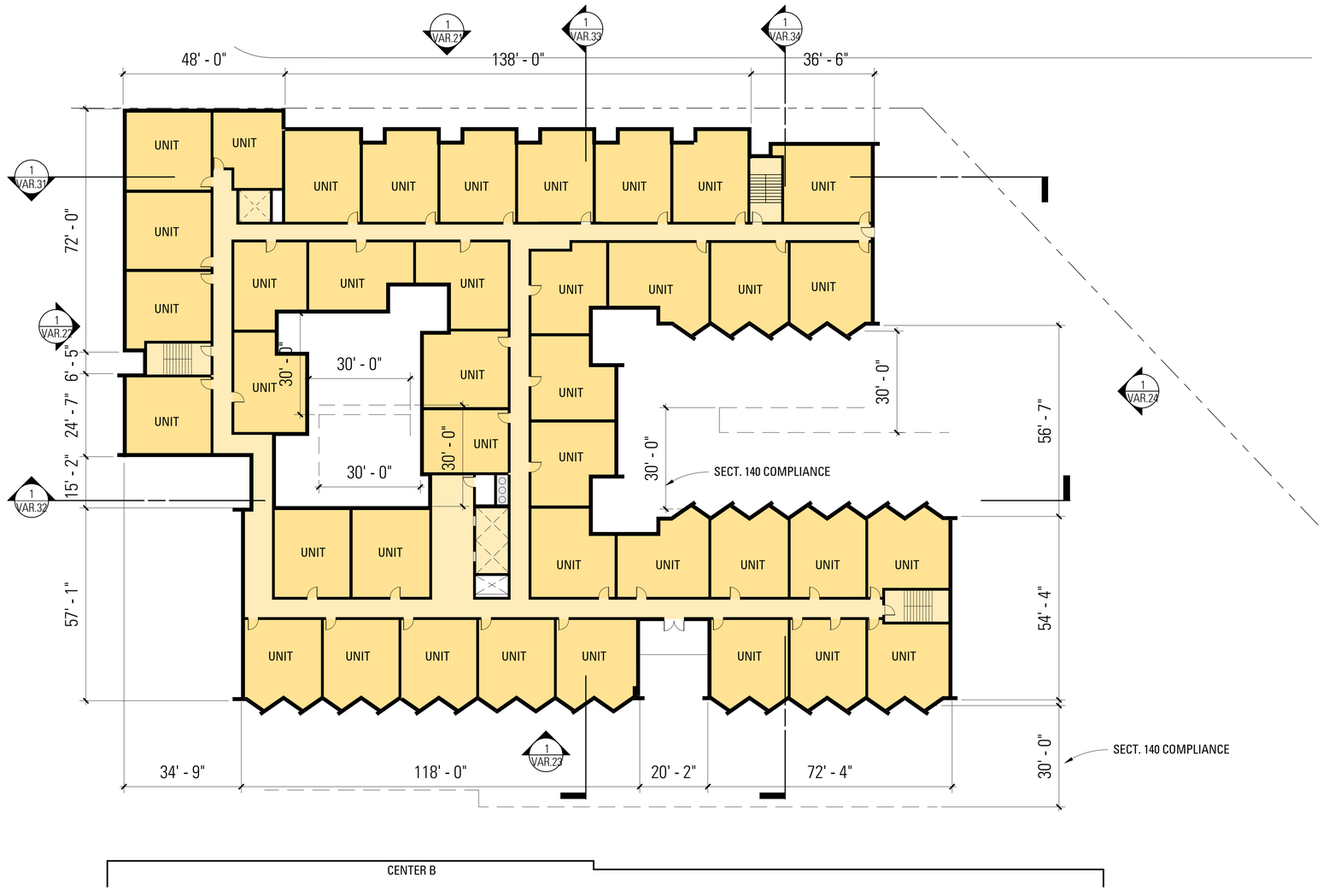
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

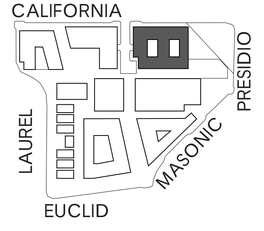
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 30' 60' 90'

VAR.18

COPYRIGHT © 2017 BAR architects





3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: “WALNUT” BUILDING PLANS - LEVEL 3-4

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

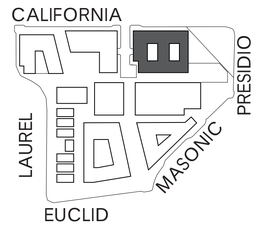
07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 30’ 60’ 90’

VAR.19

COPYRIGHT © 2017 BAR architects





3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: "WALNUT" BUILDING PLANS - LEVEL 5

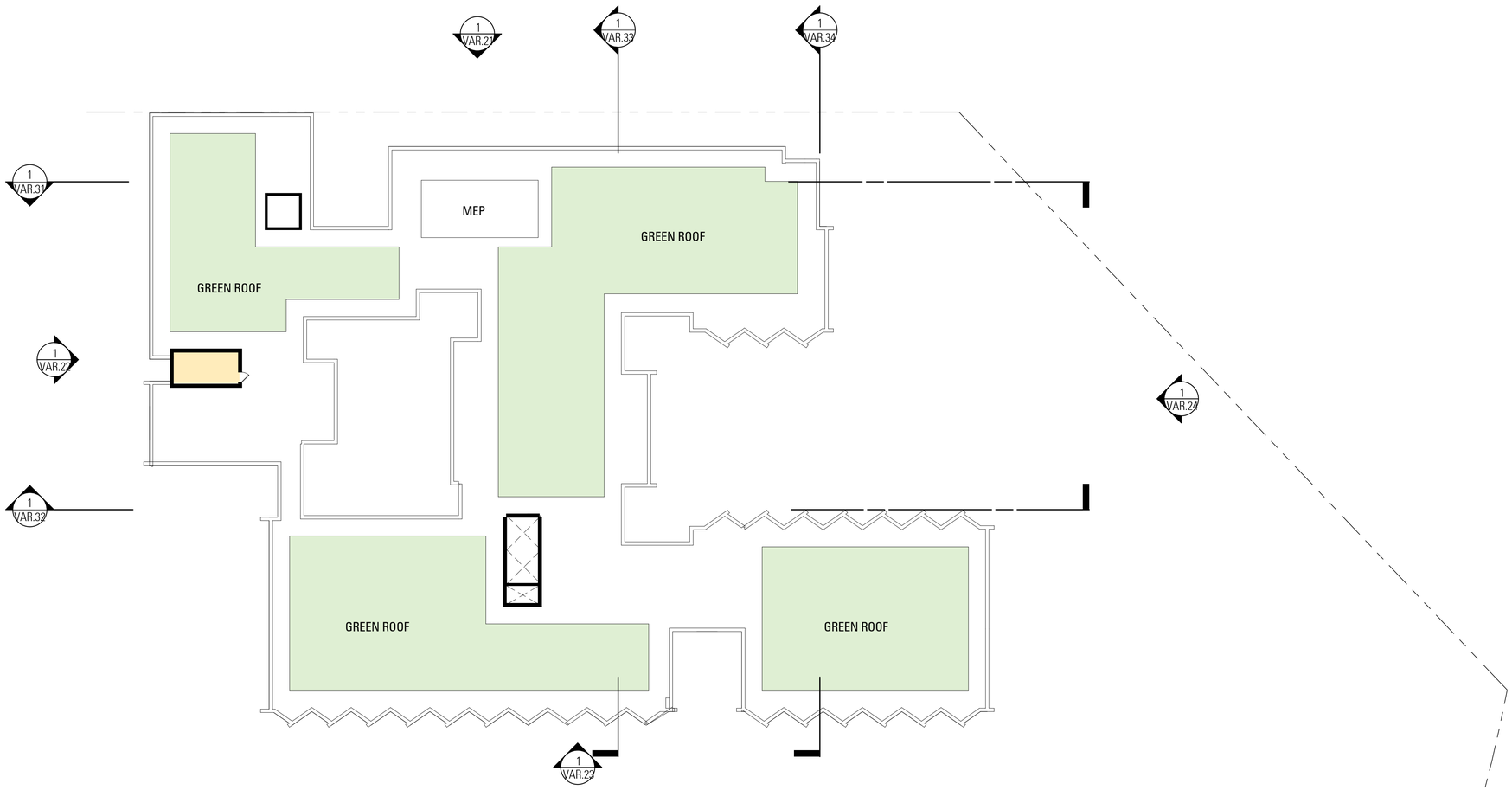
PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 30' 60' 90'

VAR.20

COPYRIGHT © 2017 BAR architects



3333 CALIFORNIA STREET SAN FRANCISCO, CA

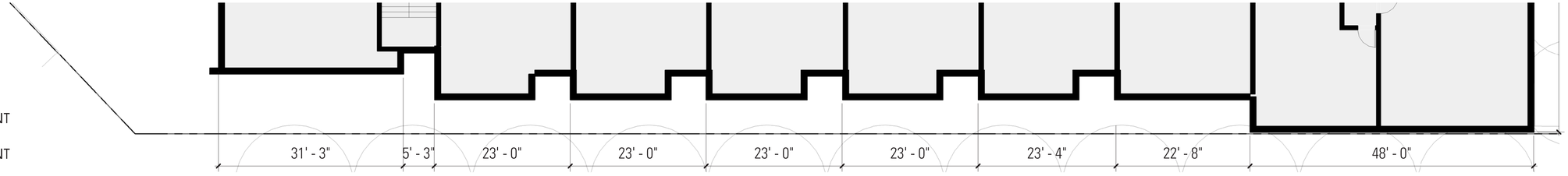
EIR VARIANT 1: "WALNUT" BUILDING PLANS - ROOF

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

VAR.21

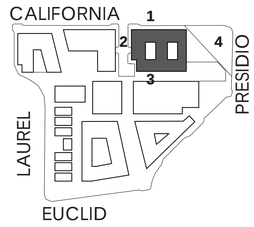




MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

1. CALIFORNIA STREET ELEVATION (NORTH) WITH ILLUSTRATIVE SITE PLAN @ LEVEL 1



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: "WALNUT" BUILDING ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

VAR.22

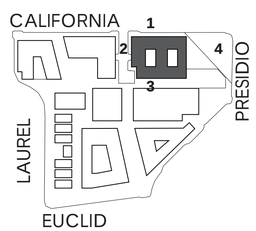


2. WALNUT STREET ELEV WITH ILLUSTRATIVE SITE PLAN @ LEVEL 2

*BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT, SEE SHEET G3.04

MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE



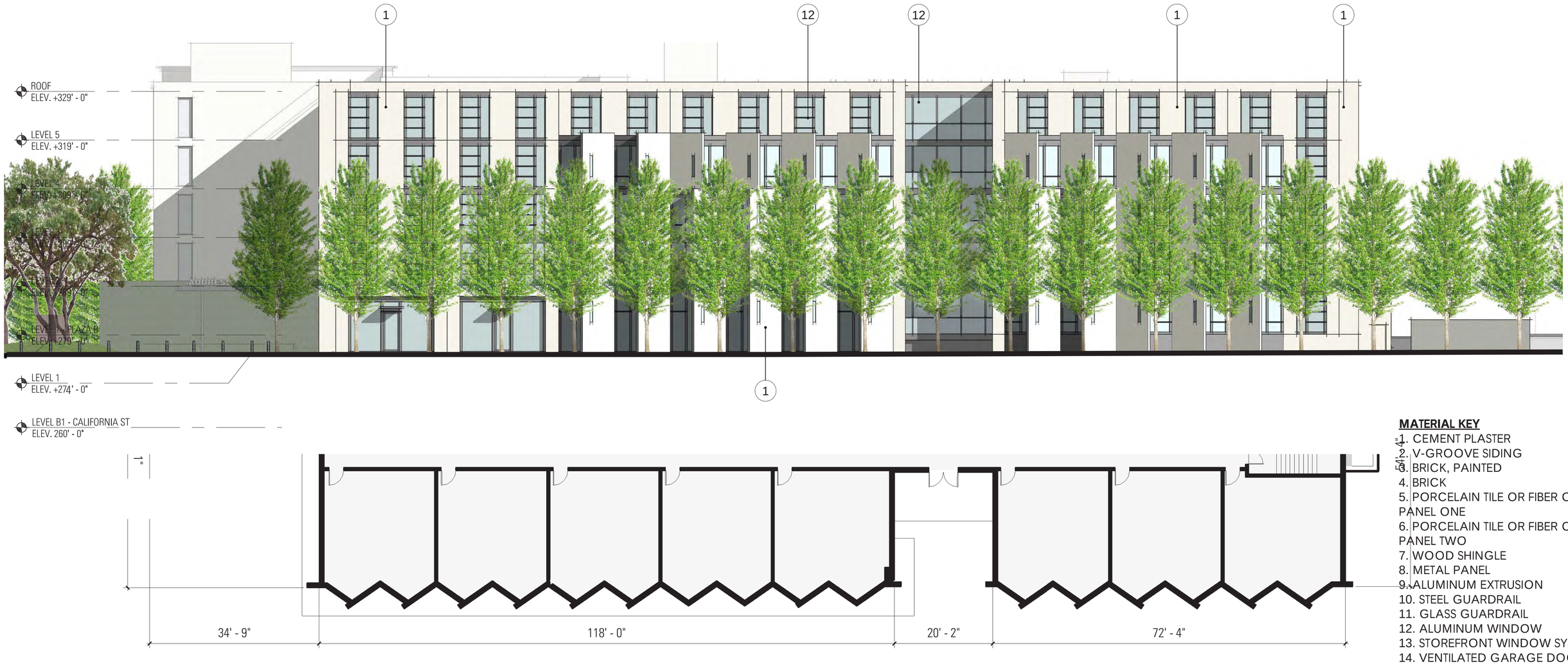
3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: "WALNUT" BUILDING ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

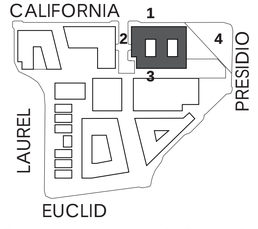
VAR.23



MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

3. MAYFAIR WALK ELEVATION (SOUTH) WITH ILLUSTRATIVE SITE PLAN @ LEVEL 2



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: "WALNUT" BUILDING ELEVATIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

0 5' 10' 20' 30'

VAR.24

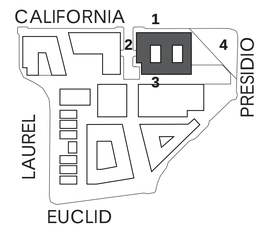


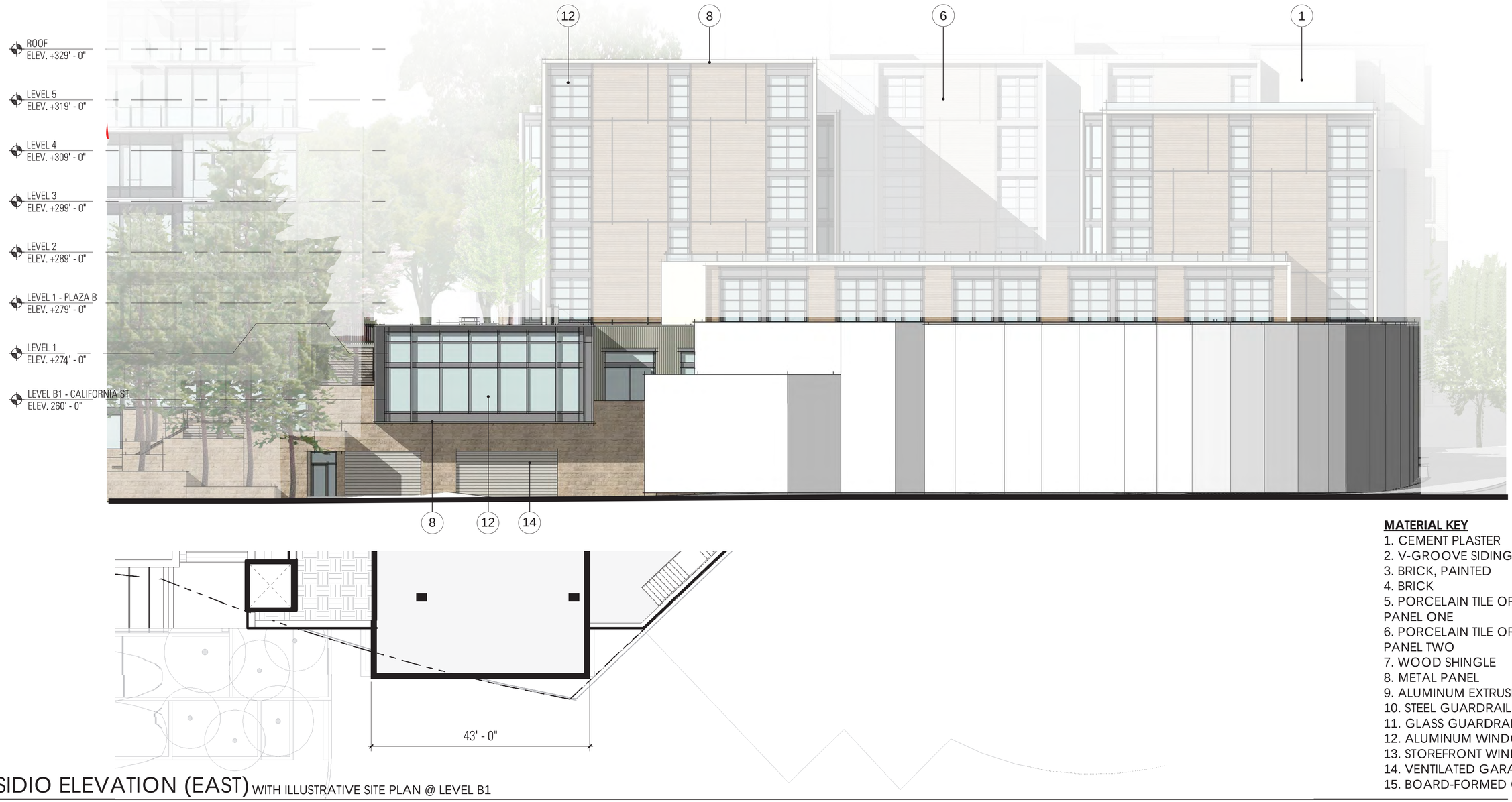
MATERIAL KEY

1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE

4. PRESIDIO ELEVATION (EAST) WITH ILLUSTRATIVE SITE PLAN @ LEVEL 2

*BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT, SEE SHEET G3.04



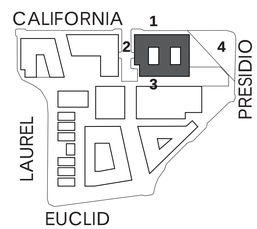


4. PRESIDIO ELEVATION (EAST) WITH ILLUSTRATIVE SITE PLAN @ LEVEL B1

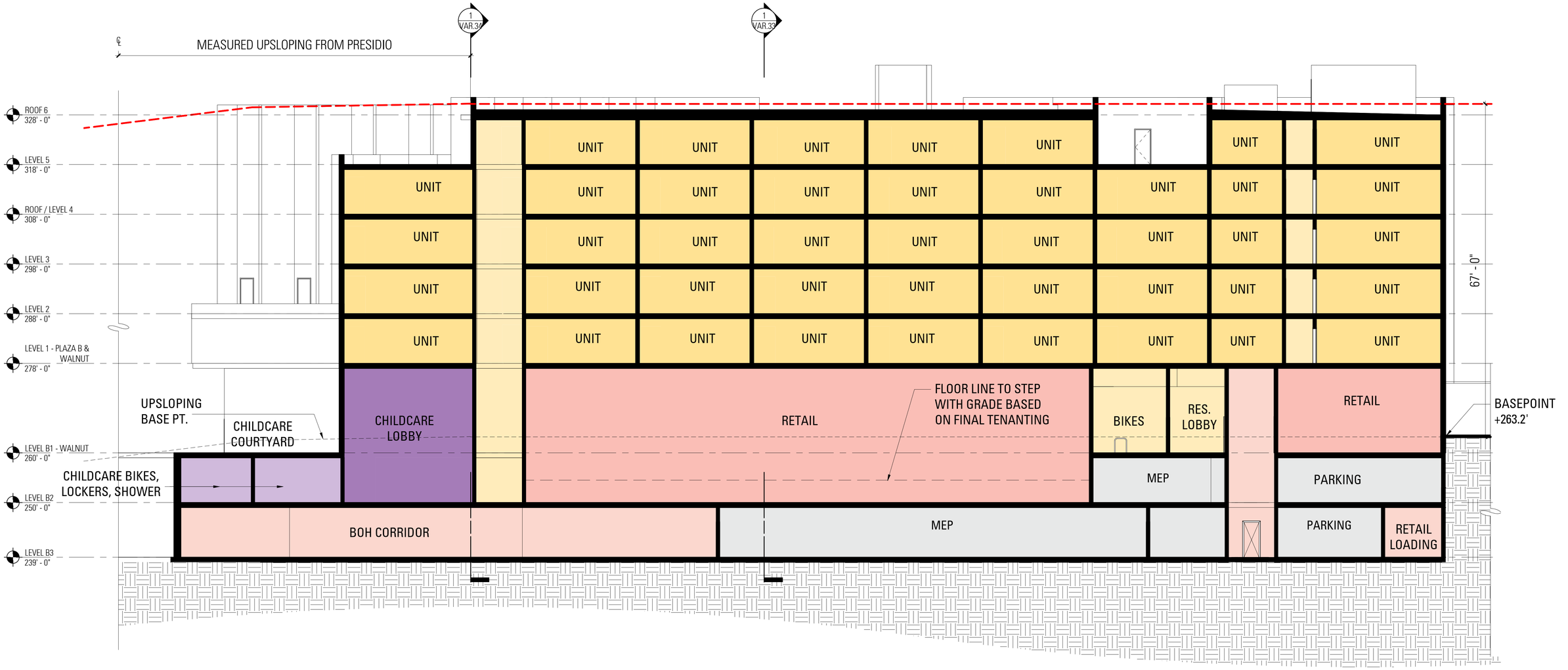
*BASEPOINT FOR PLANNING CODE HEIGHT MEASUREMENT, SEE SHEET G3.04

MATERIAL KEY

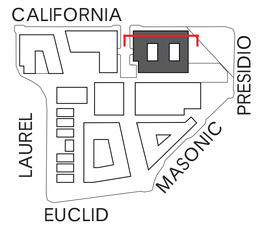
1. CEMENT PLASTER
2. V-GROOVE SIDING
3. BRICK, PAINTED
4. BRICK
5. PORCELAIN TILE OR FIBER CEMENT PANEL ONE
6. PORCELAIN TILE OR FIBER CEMENT PANEL TWO
7. WOOD SHINGLE
8. METAL PANEL
9. ALUMINUM EXTRUSION
10. STEEL GUARDRAIL
11. GLASS GUARDRAIL
12. ALUMINUM WINDOW
13. STOREFRONT WINDOW SYSTEM
14. VENTILATED GARAGE DOOR
15. BOARD-FORMED CONCRETE



COPYRIGHT © 2017 BAR architects



1. WALNUT BUILDING EAST/WEST SECTION



3333 CALIFORNIA STREET SAN FRANCISCO, CA

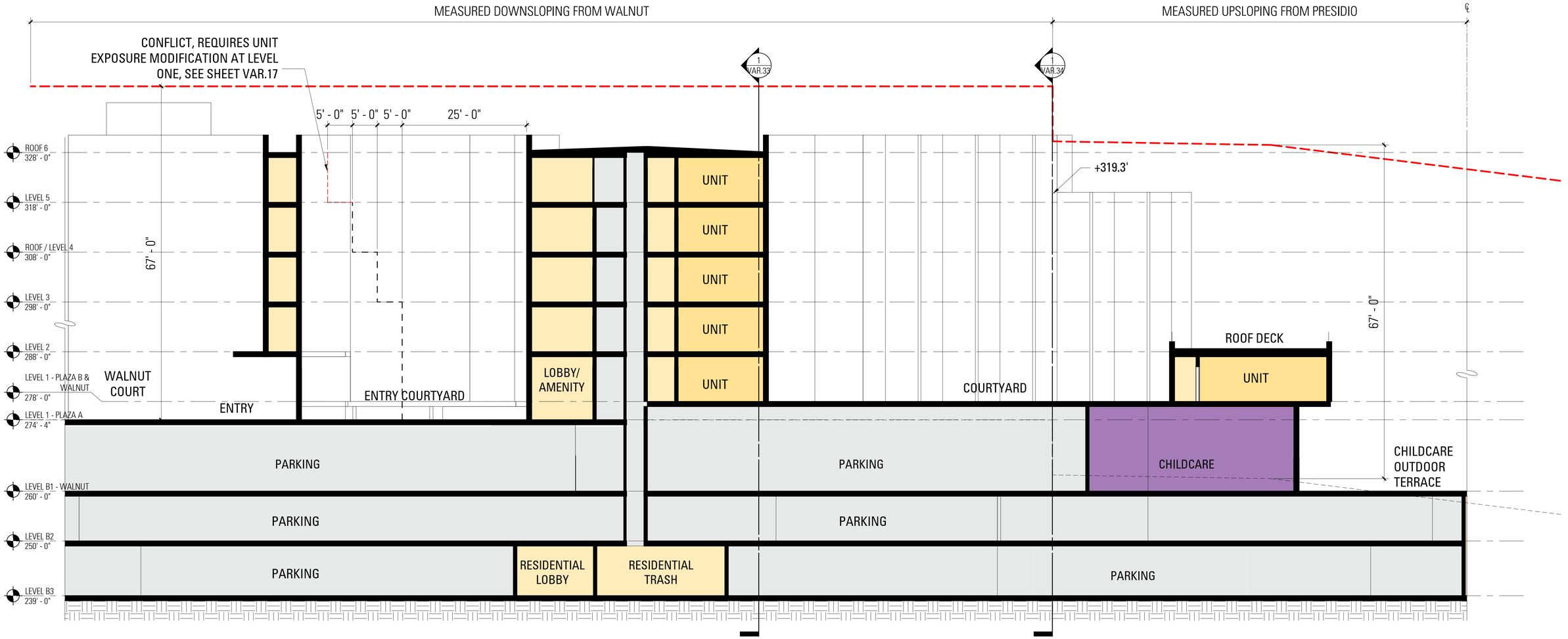
EIR VARIANT 1: WALNUT SECTIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

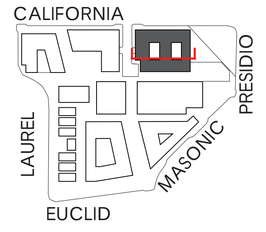
07.03.2019
PLANNING APPLICATION RESUBMITTAL

VAR.31

COPYRIGHT © 2017 BAR architects



1. WALNUT BUILDING EAST/WEST SECTION



3333 CALIFORNIA STREET SAN FRANCISCO, CA

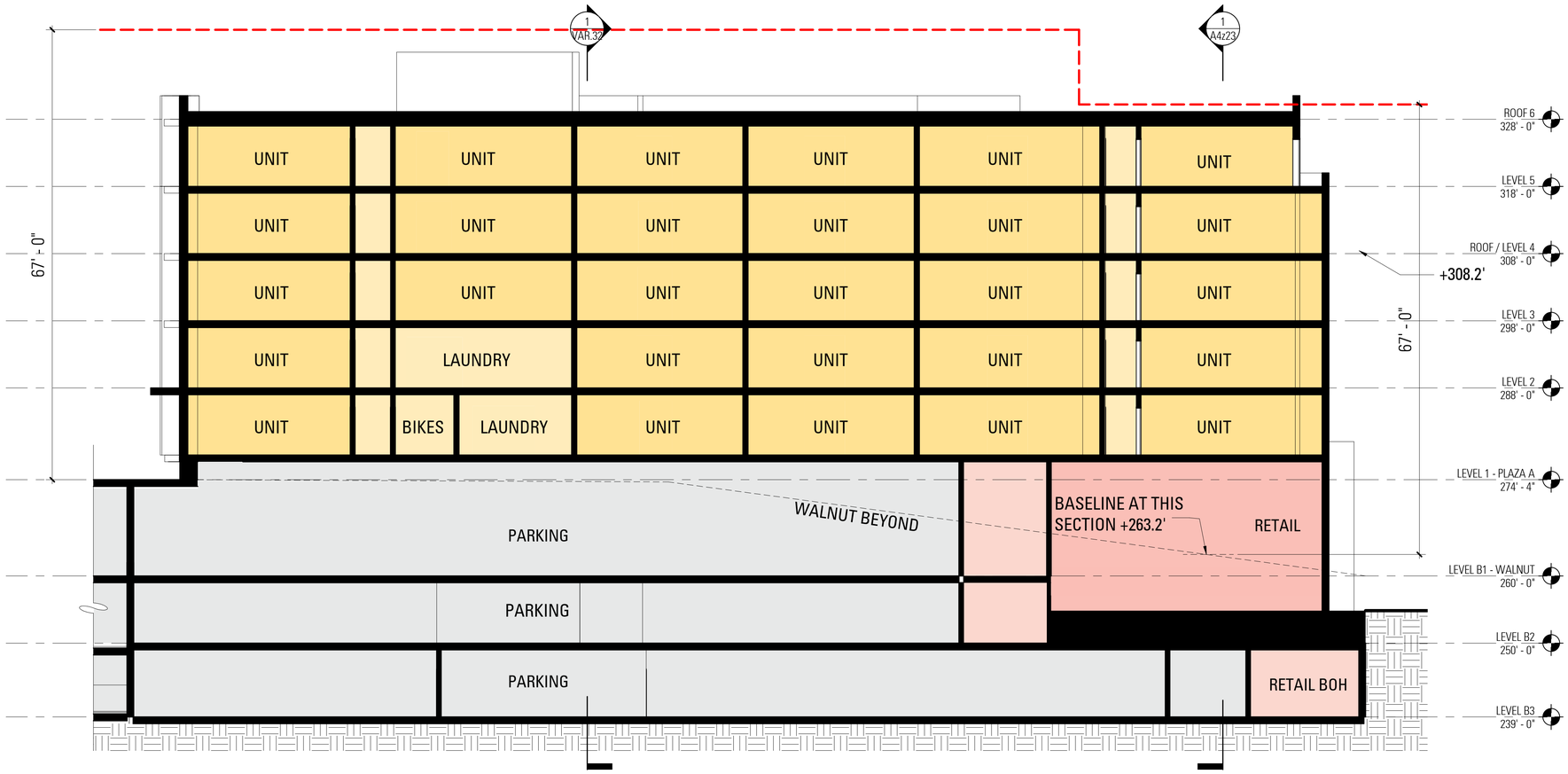
EIR VARIANT 1: WALNUT SECTIONS

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MSLA | ARUP | BAR architects | JENSEN | SCB

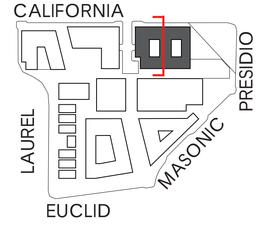
07.03.2019
PLANNING APPLICATION RESUBMITTAL

VAR.32

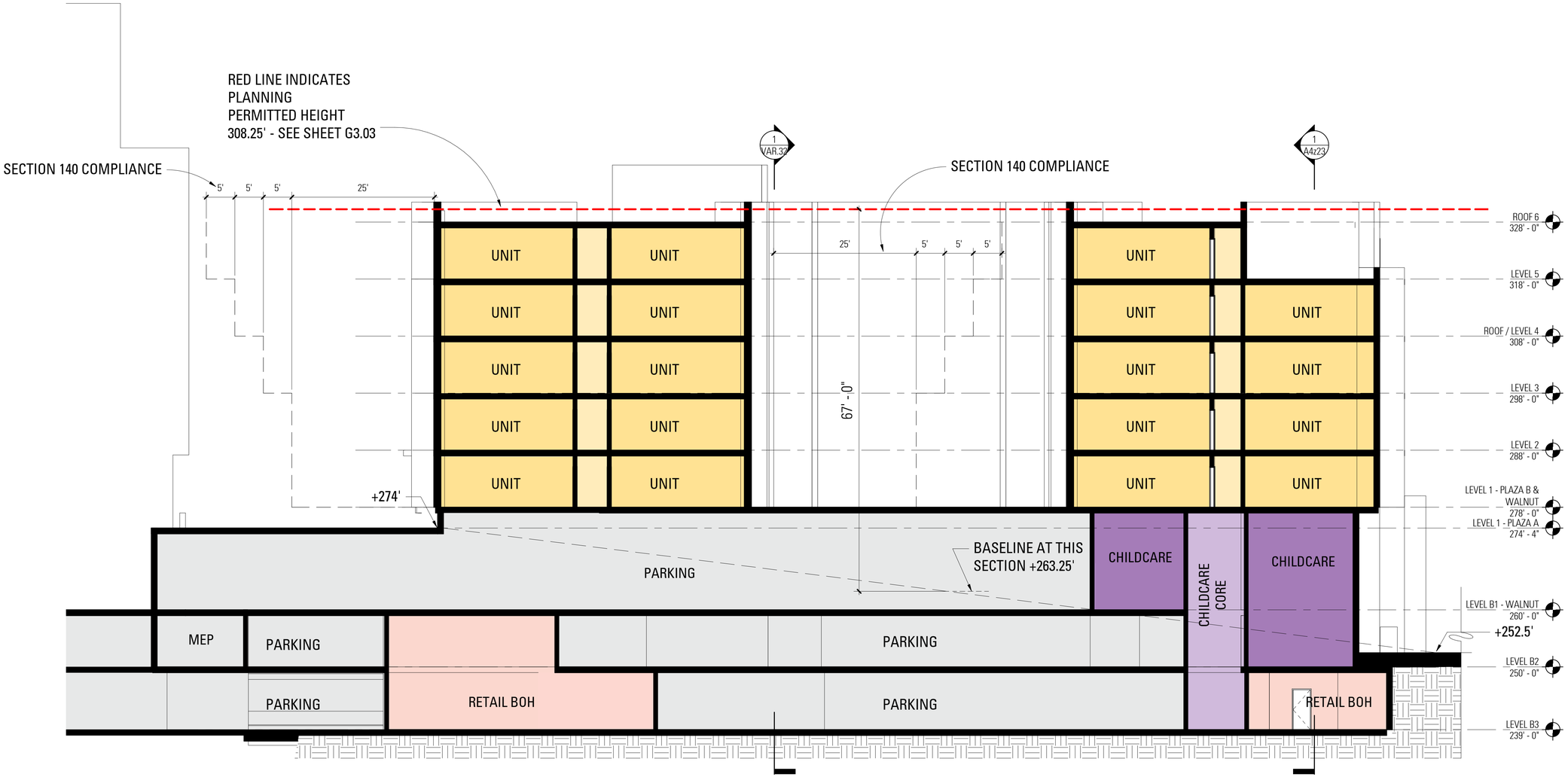
COPYRIGHT © 2017 BAR architects



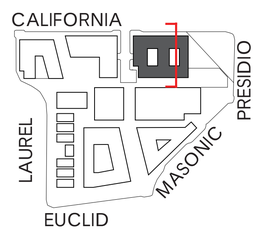
1. WALNUT BUILDING NORTH/SOUTH SECTION

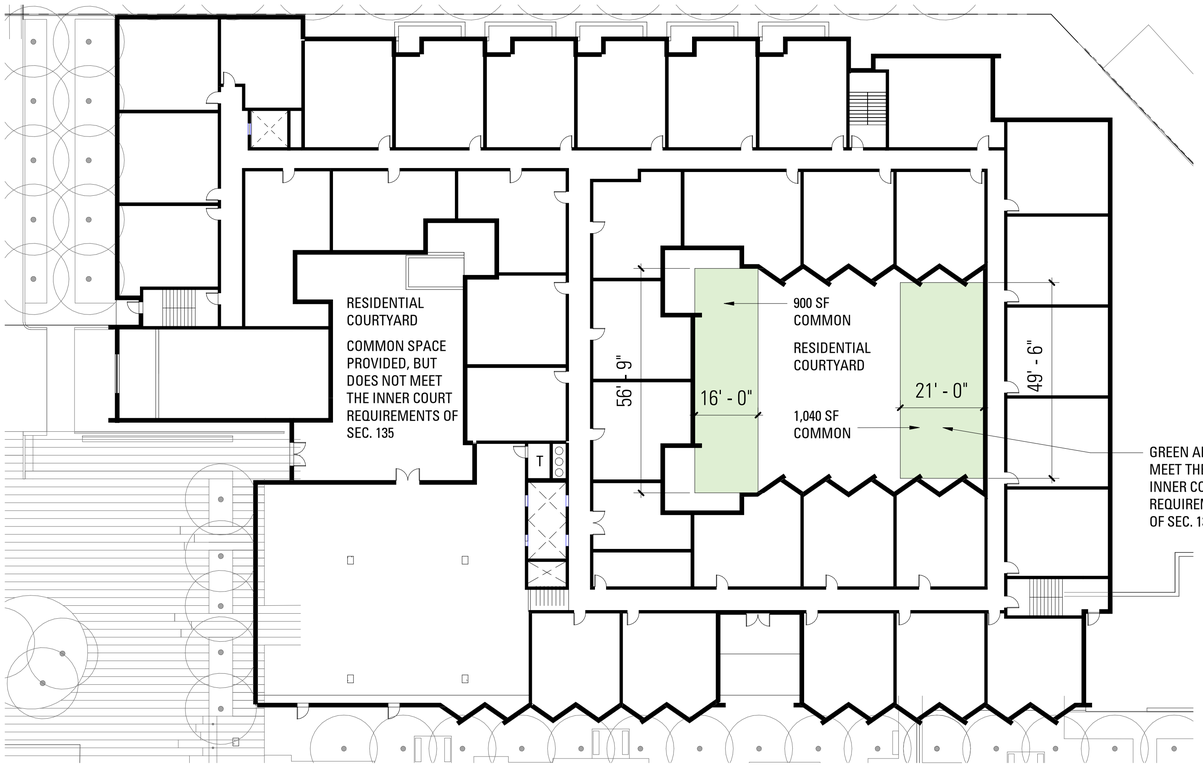


COPYRIGHT © 2017 BAR architects



1. WALNUT BUILDING NORTH/SOUTH SECTION

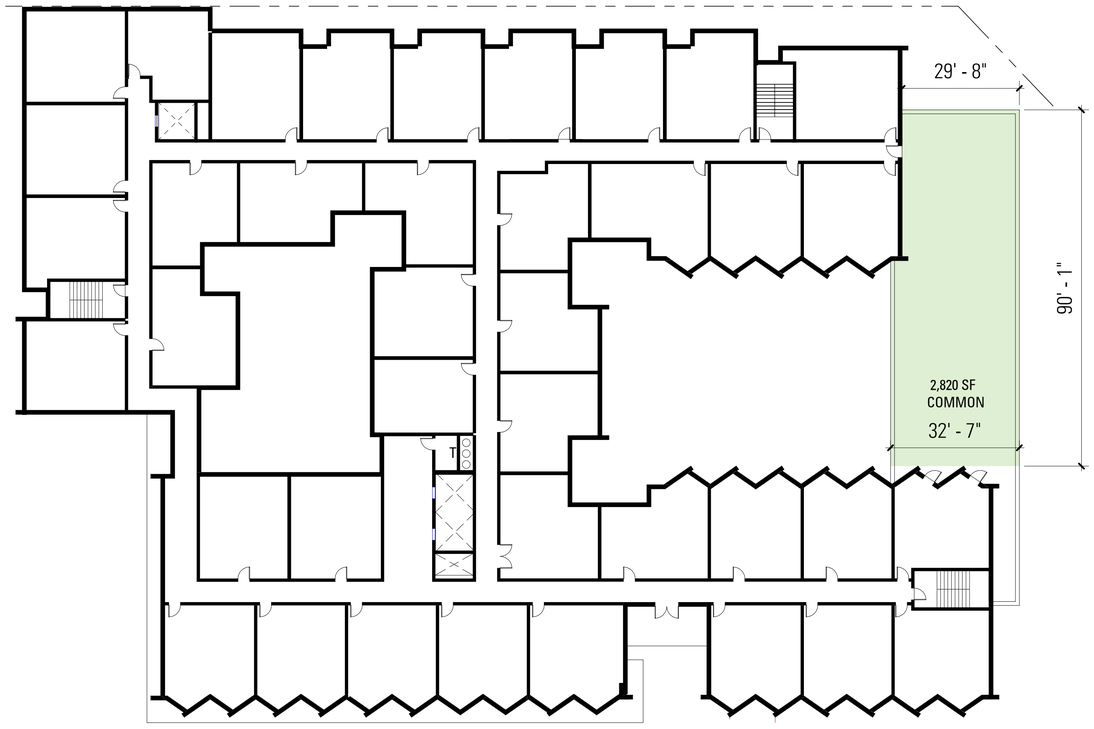




LEVEL 1 - WALNUT OPEN SPACE

1" = 20'-0"

LEVEL 1 SUMMARY:
COMMON: 1,940 SF
PRIVATE: 0 SF

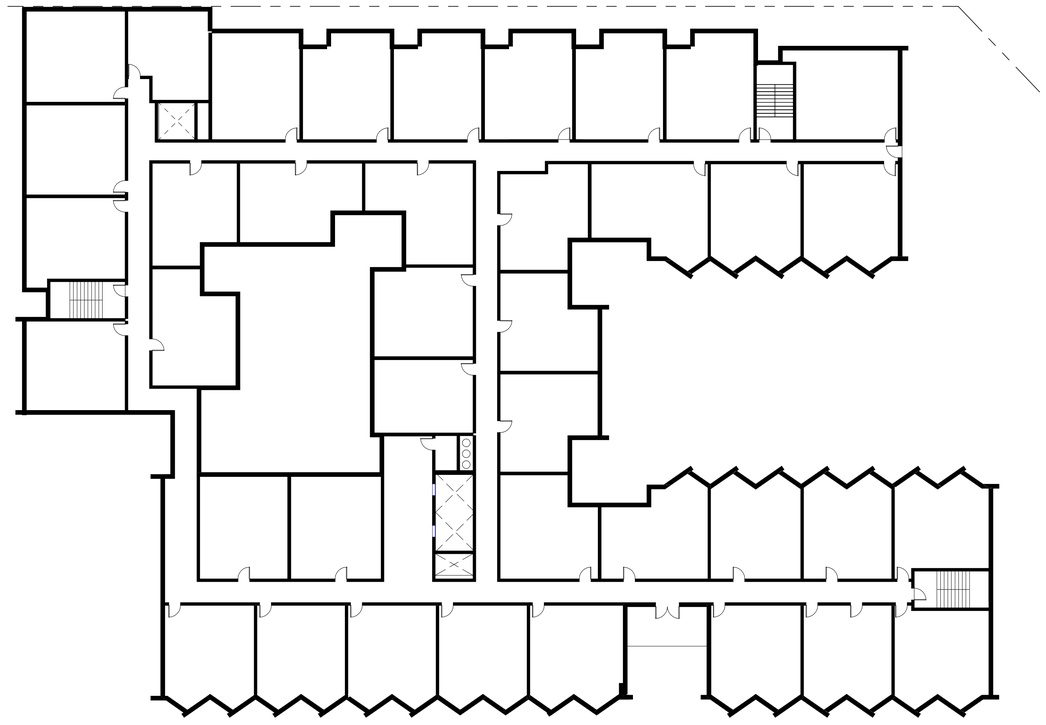


LEVEL 2 - WALNUT OPEN SPACE

1" = 20'-0"

LEVEL 2 SUMMARY:
COMMON: 2,820 SF
PRIVATE: 0 SF

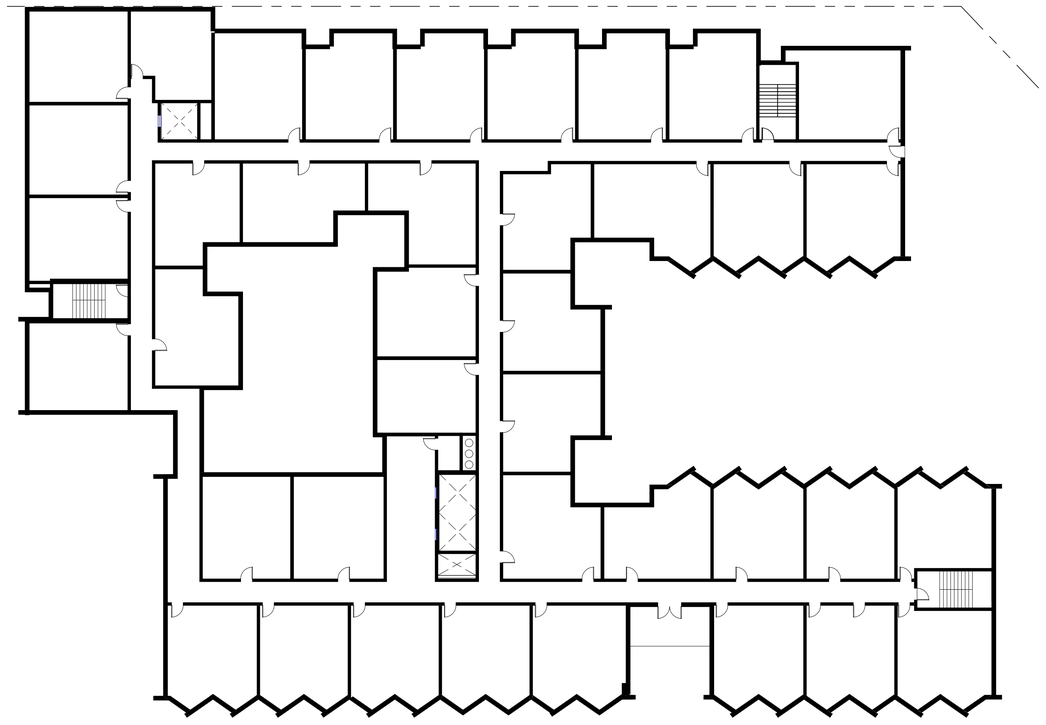
✱ UNIT WITH CODE COMPLYING OPEN SPACE
(MAX 100 SF/UNITS COUNTED TOWARD REQUIREMENT)



LEVEL 3 - WALNUT OPEN SPACE

1" = 20'-0"

LEVEL 3 SUMMARY:
COMMON: 0 SF
PRIVATE: 0 SF



LEVEL 4 - WALNUT OPEN SPACE

1" = 20'-0"

LEVEL 4 SUMMARY:
COMMON: 0 SF
PRIVATE: 0 SF

✱ UNIT WITH CODE COMPLYING OPEN SPACE
(MAX 100 SF/UNITS COUNTED TOWARD REQUIREMENT)

Building	Total Units	Base O.S. Req'd (100/du)	Units with Private O.S.	Provided Private O.S.	Remaining Area	Area Req'd as Common (x1.33)	Provided Common O.S.	Remaing Area Req'd on Project Site
Plaza Bldg A	67	6,700	1	100	6,600	8,778	5,550	3,228
Plaza Bldg B	61	6,100	4	400	5,700	7,581	5,180	2,401
Walnut Variant	186	18,600	0	0	18,600	24,738	5,370	19,368
Center Bldg A	51	5,100	12	1,200	3,900	5,187	435	4,752
Center Bldg B	139	13,900	39	3,900	10,000	13,300	1,275	12,025
Masonic	57	5,700	11	1,100	4,600	6,118	1,400	4,718
Euclid	139	13,900	24	2,400	11,500	15,295	9,660	5,635
Laurel Duplexes	14	1,400	14	1,400	0	0	0	0
Mayfair	30	3,000	12	1,200	1,800	2,394	700	1,694
Total	**744**	**74,400**	**117**	**11,700**	**62,700**	**83,391**	**29,570**	**53,821**

COMMON SITE PLAN OPEN SPACE CONTRIBUTING TO SECTION 135 REQUIREMENT:

CYPRESS SQUARE + WESTERN MAYFAIR WALK:	24,780 SF
LOWER WALNUT WALK:	16,850 SF
CALIFORNIA PLAZA:	4,290 SF
OVERLOOK:	10,450 SF
TOTAL COMMON OPEN SPACE*:	**56,370 SF, EXCEEDS REQUIRED -- COMPLIES**

LOCATIONS FOR REQUIRED OPEN SPACE ON SITE:

PLAZA BLDG A: 3,228 SF REQUIRED ON PROJECT SITE
3,228 (OF 4,290) SF PROVIDED AT CALIFORNIA PLAZA

PLAZA BLDG B: 2,401 SF REQUIRED ON PROJECT SITE
2,401 (OF 24,780) SF PROVIDED AT CYPRESS SQUARE

WALNUT: 19,368 SF REQUIRED ON PROJECT SITE
10,450 (OF 10,450) SF PROVIDED AT OVERLOOK
8,918 (OF 24,780) SF PROVIDED AT CYPRESS SQUARE

CENTER BLDG. A: 4,752 SF REQUIRED ON PROJECT SITE
4,752 (OF 24,780) SF PROVIDED AT CYPRESS SQUARE

CENTER BLDG. B: 12,025 SF REQUIRED ON PROJECT SITE
6,400 (OF 16,850) SF PROVIDED AT LOWER WALNUT WALK
5,625 (OF 24,780) SF PROVIDED AT CYPRESS SQUARE

MASONIC: 4,718 SF REQUIRED ON PROJECT SITE
4,718 (OF 16,850) SF PROVIDED AT LOWER WALNUT WALK

EUCLID: 5,635 SF REQUIRED ON PROJECT SITE
5,635 (OF 16,850) SF PROVIDED AT LOWER WALNUT WALK

LAUREL DUPLEXES: 0 SF REQUIRED ON PROJECT SITE

MAYFAIR: 1,694 SF REQUIRED ON SITE
1,694 (OF 24,780) PROVIDED AT CYPRESS SQUARE

OPEN SPACE USE

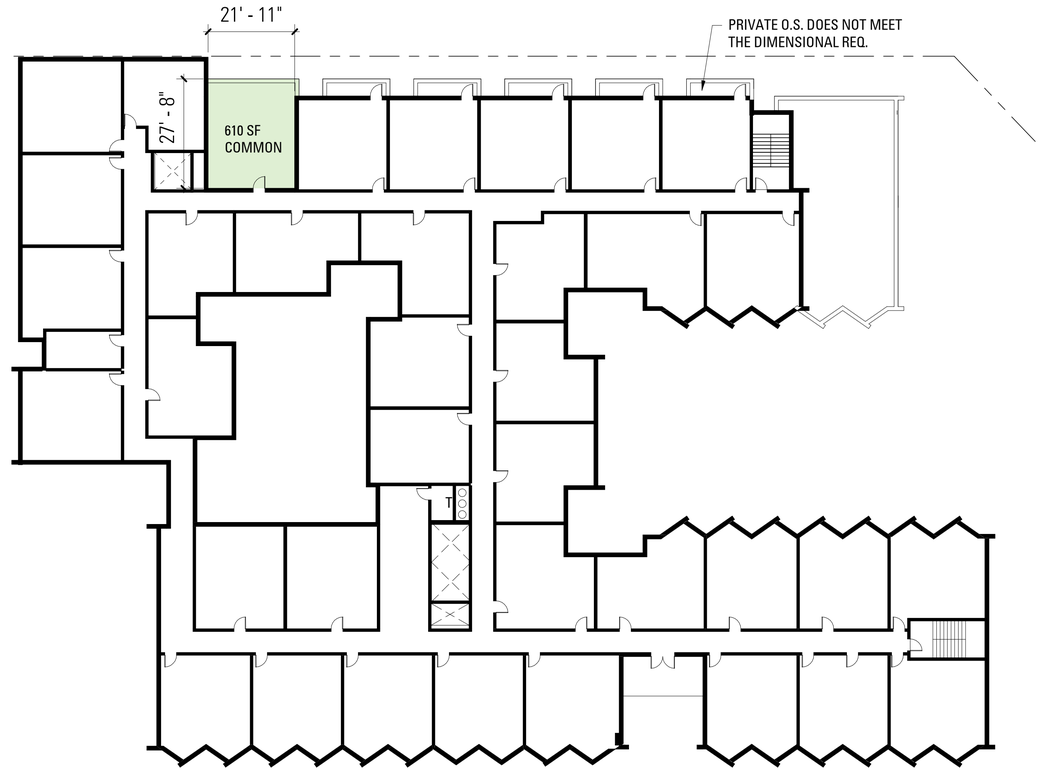
CALIFORNIA PLAZA: 3,228 SF FOR PLAZA A BLDG
T: 3,228 SF OF 4,290

CYPRESS SQUARE: 2,401 SF FOR PLAZA B BLDG
8,918 SF FOR WALNUT BLDG
4,752 SF FOR CENTER BLDG A
5,625 SF FOR CENTER BLDG B
1,694 SF FOR MAYFAIR BLDG
T: 23,390 SF OF 24,780

OVERLOOK: 10,450 SF FOR WALNUT
T: 10,450 SF OF 10,450

LOWER WALNUT WALK: 6,400 SF FOR CENTER BLDG B
4,718 SF FOR MASONIC BLDG
5,635 SF FOR EUCLID BLDG
T: 16,753 SF OF 16,850

* UNIT WITH CODE COMPLYING OPEN SPACE
(MAX 100 SF/UNITS COUNTED TOWARD REQUIREMENT)

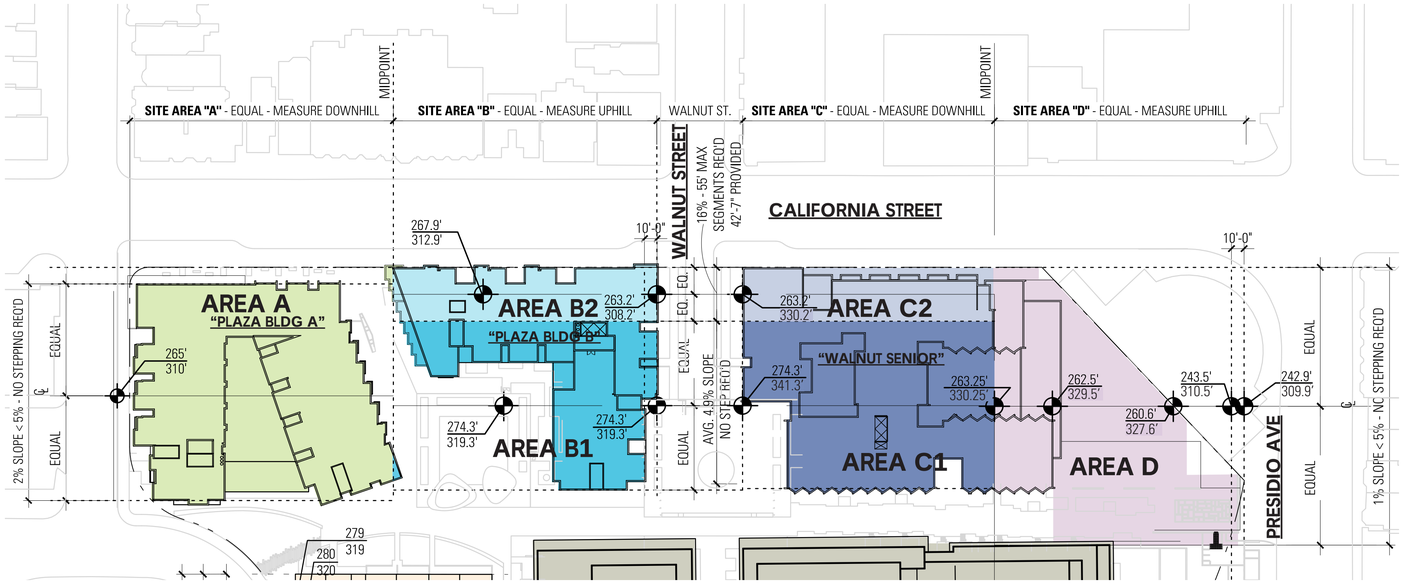


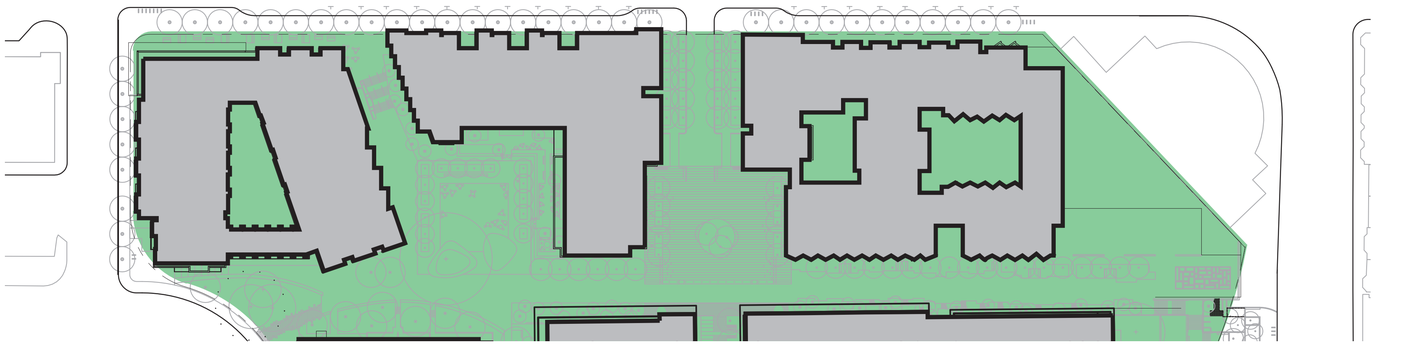
LEVEL 5 - WALNUT OPEN SPACE

1" = 20'-0"

LEVEL 5 SUMMARY:
COMMON: 610 SF
PRIVATE: 0 SF

WALNUT TOTALS:
COMMON: 5,370 SF
PRIVATE: 0 SF COMPLIANT AND COUNTED





BUILDING HEIGHTS SUMMARY (SECTION 260):

The project is composed of a site plan with several different buildings. Each building's height is measured independantly and in compliance with the provisions of Section 260.

Section 260(a)(1)(D): Where a building has frontages on two or more streets the owner may elect the street frontage from which the measurement is taken.

Section 260(a)(1)(B): Where the lot slopes downward from the street the point of measurement shall be taken from curb. This point may be used to measure all portions of the building within100-ft of the street or to a point equidistant between such street and the street on the opposite side of the block - whichever is greater.

Section 260(a)(1)(C) Where the lot slopes upward from the street, the point of measurement shall be taken from the curb at the centerline of the frontage or building step for the first 10-ft of the building. At all other sections the height shall be taken at the average of the grades on either side of the building or building step.

Table 260

Avg. Slope of Curb	Maximum width for portions of the building that may be measured from a single point
0% - 5% Slope:	No Requirement
6%-15% Slope:	65-ft
15% - 20% Slope:	55-ft

BUILDING	MEASUREMENT NARRATIVE
WALNUT SENIOR	The Walnut Building is within height measurement "Area C" and "Area D." and fronts California Street, Walnut Street Extension and Presidio Streets. For the western portions of the building the project elects to measure downsloping from the Walnut Street Extension per Section 260(a)(1)(D). The slope of the Walnut Street Extension varies, with the Southern portion under 5% and the portion closer to California requiring stepping. Per Table 260 the portion closer to California Street is measured in 55-ft segments. The measurement from the Walnut Street Extension is downloping and is carried to the line equidistant between Walnut Street and Presidio Avenue. The Eastern portions of the Walnut building building fall within "Area D" and is measured upsloping from Presidio per Section 260(a)(1)(B). The slope of Presidio is less than 5% and is therefore measured at the midpoint of the frontage. Measuring from Presidio Avenue is upsloping and complies with Section 260(a)(1)(C), with the first 10-ft measured from the centerline of frontage at existing curb, thereafter measured from the average of new grades on either side of the building. The measurement is taken to 45-ft, to allow an additional 5-ft for adequate retail and commercial floor-to-floor heights. See sheet A4.21 A and B for building section showing height compliance. **EIR Variant 1:** The Walnut Senior Building is requesting a height increease to 67-ft as part of the PUD.

LOT COVERAGE / YARD COMPLIANCE SUMMARY:

LOT AREA:	446,468 SF
45% OF LOT AREA:	200,911 SF REQUIRED REAR YARD EQUIVALENT *
OPEN AREA PROVIDED:	232,846 SF OR 52% OF SITE AREA

DENOTES OPEN AREA



3333 CALIFORNIA STREET SAN FRANCISCO, CA

EIR VARIANT 1: “WALNUT” RESIDENTIAL PERSPECTIVE

PRADO GROUP | SKS | JAMES CORNER FIELD OPERATIONS | MS LA | ARUP | BAR architects | JENSEN | SCB

07.03.2019
PLANNING APPLICATION RESUBMITTAL

VAR.60