

# Balboa Reservoir Study

## *Task 1: Planning Context*

*December 19, 2014*

*Task 1 of the CS-229C SFPUC Specialized and Technical Services Contract Water, Consulting Services for the  
Public Sites Program - Balboa Reservoir*

**AECOM**



*All deliverables for Task 1 of the CS-229 SFPUC Specialized and Technical Services Contract Water Consulting Services for the Public Sites Program - Balboa Reservoir can be found within this memo. Deliverables include:*

Task 1:

- Technical/engineering findings memorandum and graphics summarizing physical opportunities and constraints of site development
- Memorandum and/or maps of relevant findings, real estate findings, opportunities and constraints from surrounding urban design, land use and socio-economic analysis
- Memorandum stating any data that is either unavailable and/or still needed in order to proceed

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# PLANNING CONTEXT

## Introduction

The City and County of San Francisco (City), through the San Francisco Public Utilities Commission (SFPUC), owns the property and improvements commonly known as the Balboa Reservoir. In accordance with the City Charter, SFPUC has exclusive charge over the use and control of all real property assets under SFPUC's jurisdiction.<sup>1</sup>

The intent of this document is to explore the existing conditions, regulatory tools, and policies regulating Balboa Reservoir to understand underlying conditions that could influence its future development potential.

Mayor Ed Lee initiated the Public Sites Program (PSP) in his State of the City address in January 2014. The PSP calls for City agencies to examine underutilized sites for their potential to address San Francisco's pressing issues such as housing shortages and affordability. The PSP identifies City-owned properties across San Francisco that could be converted to housing or other uses that would both benefit the public and provide financial returns to the City. The criteria for site selection are based on the public benefits that developing the site will provide. Key issues considered during site selection are housing, transportation, and neighborhood resilience and sustainability.<sup>2</sup>

Community meetings for the PSP were held on October 7 and October 21, 2014. Meeting attendees heard an overview of the program and then engaged in small-group discussions intended to solicit feedback regarding topics such as site selection, priorities for public benefits, and guiding principles. The meeting attendees identified Balboa Reservoir as an underutilized property that would meet PSP criteria. As a result, considering Balboa Reservoir for development may be appropriate.

This memorandum focuses on the "Balboa Reservoir Site," the rectangular western portion of Balboa Reservoir, which is referred to in the remainder of this document as simply "Balboa Reservoir." Balboa Reservoir is located north of Ocean Avenue and west of Phelan Avenue in the Balboa Park neighborhood of San Francisco. The approximately 17.4-acre property is located across Phelan Avenue from the City College of San Francisco (City College) campus and adjacent to a City College parking lot that fronts onto Phelan Avenue.

This document summarizes existing conditions at Balboa Reservoir including planning context and site setting. The "Plan Overview and Existing Conditions" section below includes a discussion of the current policies regulating Balboa Reservoir and the districts that immediately surround Balboa Reservoir.

<sup>1</sup> San Francisco City Charter, Section 8B.121, "Public Utilities Commission."

<sup>2</sup> San Francisco Planning Department. 2014. Public Sites Portfolio. Available: <http://www.sf-planning.org/index.aspx?page=3913>. Last updated December 11, 2014.



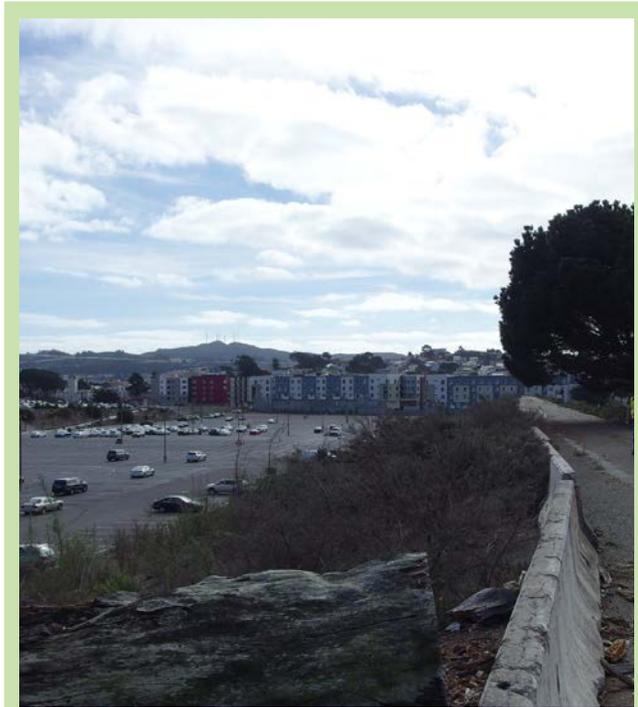
*Looking south towards Ocean Avenue*



*View of the berm dividing SFPUC and City College property*

## BALBOA RESERVOIR SETTING

### Plan Overview and Existing Conditions



*Balboa Reservoir from the western berm looking south*

**FIGURE 1: BALBOA RESERVOIR CONTEXT MAP**

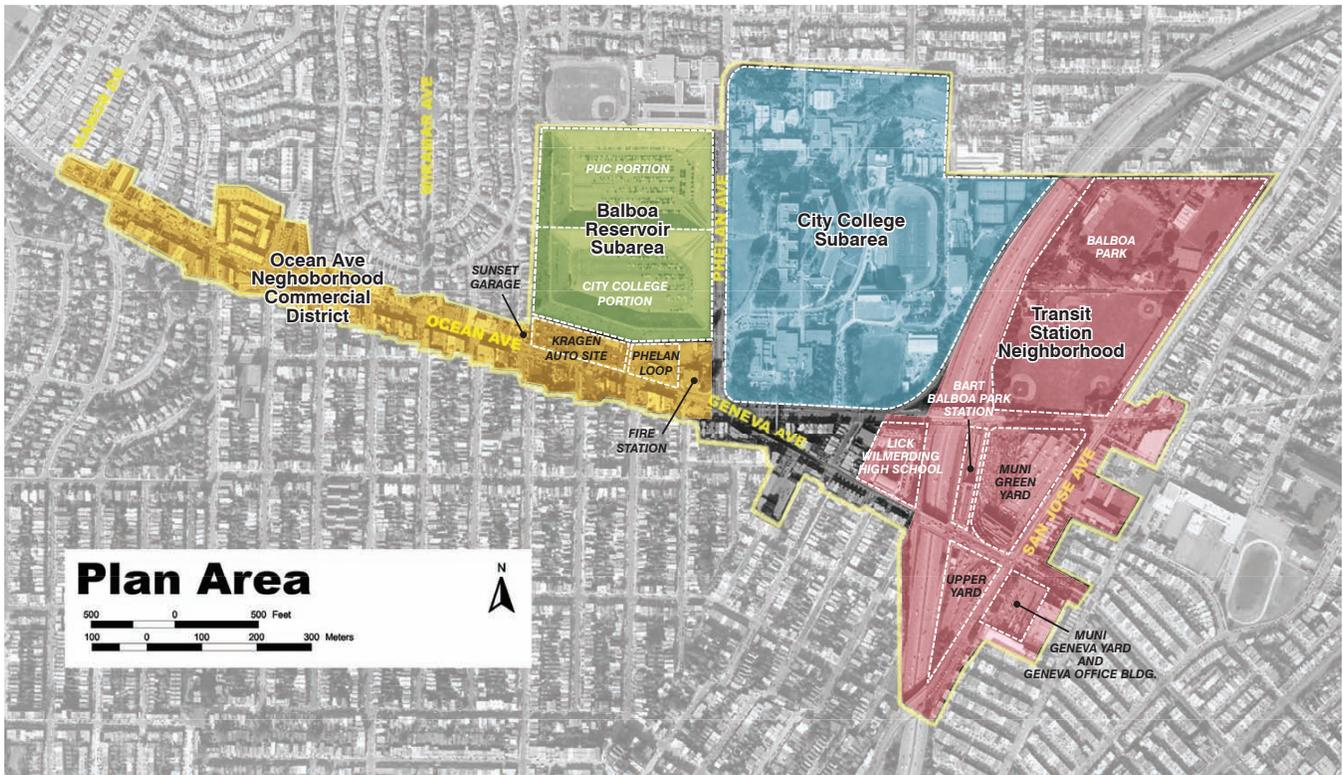


Originally constructed in 1957 by the San Francisco Water Department (now SFPUC), Balboa Reservoir has never been used for its original purpose of water storage. SFPUC has not declared Balboa Reservoir as a surplus property.

Balboa Reservoir is located across from City College's Ocean Avenue Campus, west of Phelan Avenue. Balboa Reservoir and other properties were part of a series of land transfers completed in 2011 and 2012 to allow development of certain City property in accordance with the Balboa Park Station Area Plan (Balboa Park Plan), adopted in 2009. These transfers occurred among the now-defunct San Francisco Redevelopment Agency, the San Francisco Municipal Transportation Agency (Muni), SFPUC, the Mayor's Office of Housing, and the Mayor's Office of Economic and Workforce Development.

In this context, SFPUC and the San Francisco Community College District exchanged property at Balboa Reservoir on May 17, 2012. The original Balboa Reservoir was reconfigured into western and eastern portions. City College now owns the eastern portion of Balboa Reservoir and SFPUC

FIGURE 2: BALBOA STATION AREA PLAN - PLAN AREAS



Source: Balboa Park Station Area Plan

owns the western portion. City College uses the western portion of Balboa Reservoir for student parking under the terms of a fully revocable no-fee license with SFPUC.

Figure 1 locates the Balboa Reservoir in the context of the City of San Francisco.

Balboa Reservoir is a large, distinctive basin. This basin was graded to serve as a water reservoir. The configuration of Balboa Reservoir has changed over time, however, and it is no longer bounded by berms on all four sides. The reservoir’s base has long been paved. Sloping berms on three sides surround the bottom of Balboa Reservoir, which City College students currently use for parking. There is existing development on all four sides of Balboa Reservoir.

To the north is Archbishop Riordan High School. Directly west of Balboa Reservoir on the other side of a large berm is the Westwood Park neighborhood. Westwood Park is a historic neighborhood of around 600 homes that was built in the 1920s and 1930s. The neighborhood is characterized by its oval shape and curving streets.<sup>3</sup> Most of the houses in this neighborhood and others bordering Balboa Reservoir are single-family homes. The southern boundary of

Balboa Reservoir borders the Ocean Avenue Neighborhood Commercial Transit District. Mixed-use residential-retail developments have been added recently on the land between the southern boundary of Balboa Reservoir and Ocean Avenue. These mixed-use residential developments include the Avalon Bay and Mercy Housing developments. Mercy Housing is an affordable housing project that is currently under construction.

Figure 2 shows the location of Balboa Reservoir in the context of the Balboa Park Station Area Plan. This plan is further discussed on page 22.

<sup>3</sup> Westwood Park.com. 2014. A Short History of Westwood Park. Available: <http://www.westwoodpark.com/history.htm>.

FIGURE 3: EXISTING CONDITIONS



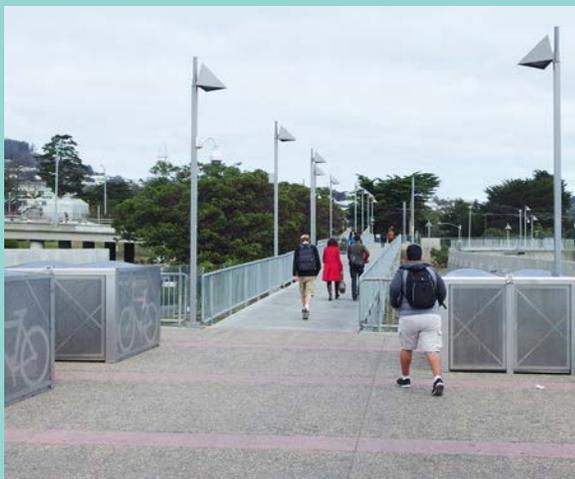
Source: 1) Aerial Image from Google Earth, 2) Project Boundary from Balboa Reservoir Boundary Survey.dwg by SFPUC, 3) Other information from City of SF GIS database



*View of Archbishop Riordan High School to the north of Balboa Reservoir*



*San Francisco City College to the east*



*Pedestrian crossing near City College*

## SURROUNDING DEVELOPMENT

As shown in Figure 3, Balboa Reservoir is surrounded by a unique combination of public, residential, and institutional uses. The entire region near Balboa Reservoir is intensely developed. Ocean Avenue, the main east-west artery, serves an important role in organizing the area’s land use patterns. The Ocean Avenue Neighborhood Commercial Transit District is dominated by small-scale commercial development. Many businesses along this commercial corridor offer neighborhood-serving uses, such as convenience stores, auto repair shops, and pharmacies. The Muni light rail K line runs down Ocean Avenue, providing a convenient way to access the entire Balboa Park area and other parts of San Francisco. North and south of Ocean Avenue are neighborhoods composed mostly of single-family homes. San Francisco Fire Department Station Number 15, which serves the area, is located on the corner of Ocean Avenue and Phelan Avenue. The fire station’s parking lot is on SFPUC property.

Balboa Reservoir is adjacent to City College, one of the more prominent uses that define the area. City College is visually dominant from within Balboa Reservoir because the campus sits atop a small knoll.

In addition to City College, many other educational institutions are located near Balboa Reservoir. Directly north of Balboa Reservoir is Archbishop Riordan High School; Lick Wilmerding High School and Balboa High School are located to the southeast across Ocean Avenue. Sunnyside Elementary School and Aptos Middle School are also located in the neighborhoods that surround Balboa Reservoir.

The Ingleside Branch Library opened in 2009 on the corner of Ocean Avenue and Plymouth Avenue, southwest of Balboa Reservoir. The courtyard on the east side of the library is adjacent to Avalon Bay, the new mixed-use development recently constructed along the north side of Ocean Avenue. A future playground is planned for construction within this courtyard space.

The 25-acre recreational park located across Interstate 280 east of Balboa Reservoir is called Balboa Park. The park has an indoor pool and several sports fields. Balboa Park occupies the tract that extends southward from

Havelock Street to Ocean Avenue and serves as a significant recreational amenity for nearby residents and the greater San Francisco population.

Across Ocean Avenue from Balboa Park is the multimodal transit facility officially called the Curtis E. Green Light Rail Center (Green Yard). Portions of the Green Yard are owned by Muni, the Bay Area Rapid Transit District (BART), and the California Department of Transportation. Muni stores and repairs light rail vehicles at this location. The Balboa Park BART station is located on the west side of the Green Yard. This BART station is heavily used by riders accessing City College and riders from surrounding neighborhoods who are traveling into downtown San Francisco. Because of the concentration of transit resources, the area at Ocean Avenue and Interstate 280 is primarily an urbanized transit corridor. The area known as the Muni Upper Yard, a triangular piece of land located between Geneva Avenue, Interstate 280, and San Jose Avenue, is set to be developed. Muni will transfer ownership of the current vehicle storage facility to the Mayor's Office of Housing, and the site will house a mixed-use project. The project will include 80–90 affordable units and ground-floor retail development.<sup>4</sup>

Interstate 280 curves through the Balboa Park neighborhood, creating a barrier between the lands located on either side of the freeway. The freeway is lower in elevation than the surrounding areas, so it is generally hidden from view from most vantage points. Ocean Avenue crosses over Interstate 280 and links Balboa Reservoir and City College to the Balboa Park BART station.

<sup>4</sup> San Francisco Planning Department. 2014. Interagency Plan Implementation Committee Annual Report, 2014. San Francisco, CA.



*Whole Foods grocery tenant on the ground floor of the Avalon Bay development*



*City College completed the Multiuse Building in 2010*



*Public space and roadway between Avalon Bay buildings looking towards Balboa Reservoir*



*View from the southeast corner of Balboa Reservoir looking south towards Ocean Avenue. The change in elevation is evident in this image.*

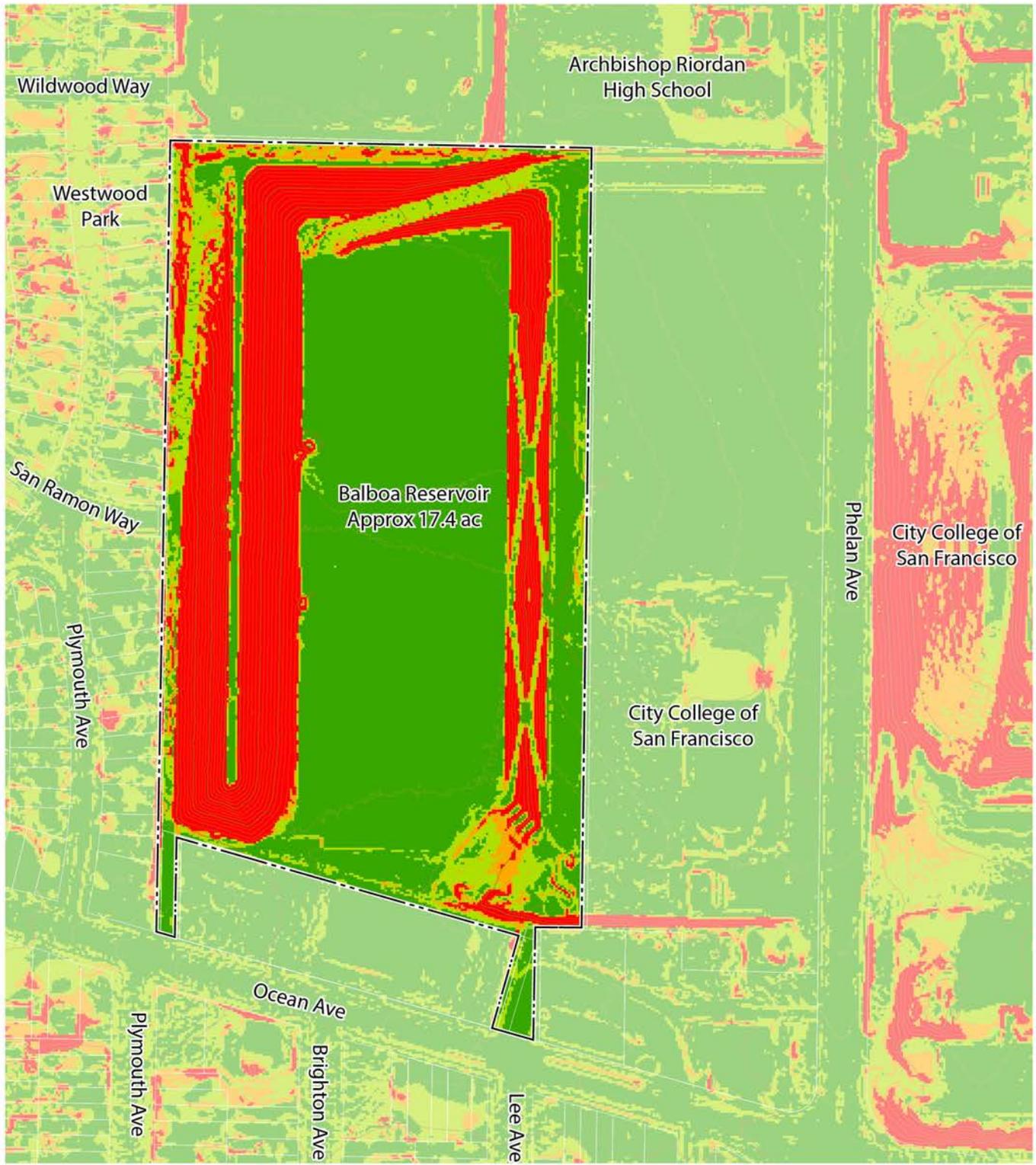


*The earth berms surrounding Balboa Reservoir are steep. The back side of the Avalon Bay development is in the background of this image.*

## SLOPE AND ELEVATION

Balboa Reservoir is bounded on three sides by sloping earth berms (Figure 4). These berms are particularly evident because they are about 28 feet high with steep banks, are visually distinctive, and display prominently when mapped. The reservoir bottom is relatively level, with a slope of 0–5%. The surrounding neighborhoods also are relatively level, with a 0–5% slope. The elevation at the bottom of Balboa Reservoir is 282 feet. On each side of Balboa Reservoir, the elevation increases by 18 feet (from 282 feet to 300 feet) between the reservoir bottom and the top of the berms (Figure 5). The slope and elevation also change as one moves north toward Archbishop Riordan High School and east toward City College. The slope mapping presented in Figure 4 clearly shows City College’s higher elevation and the relatively sharp incline as one crosses Phelan Avenue and ascends to the City College campus. This incline is prominently seen from Balboa Reservoir because City College is the highest point in the area.

FIGURE 4: SLOPE



**Slope**

**Legend**

- 0-5%
- 5-10%
- 10-15%
- over 15%

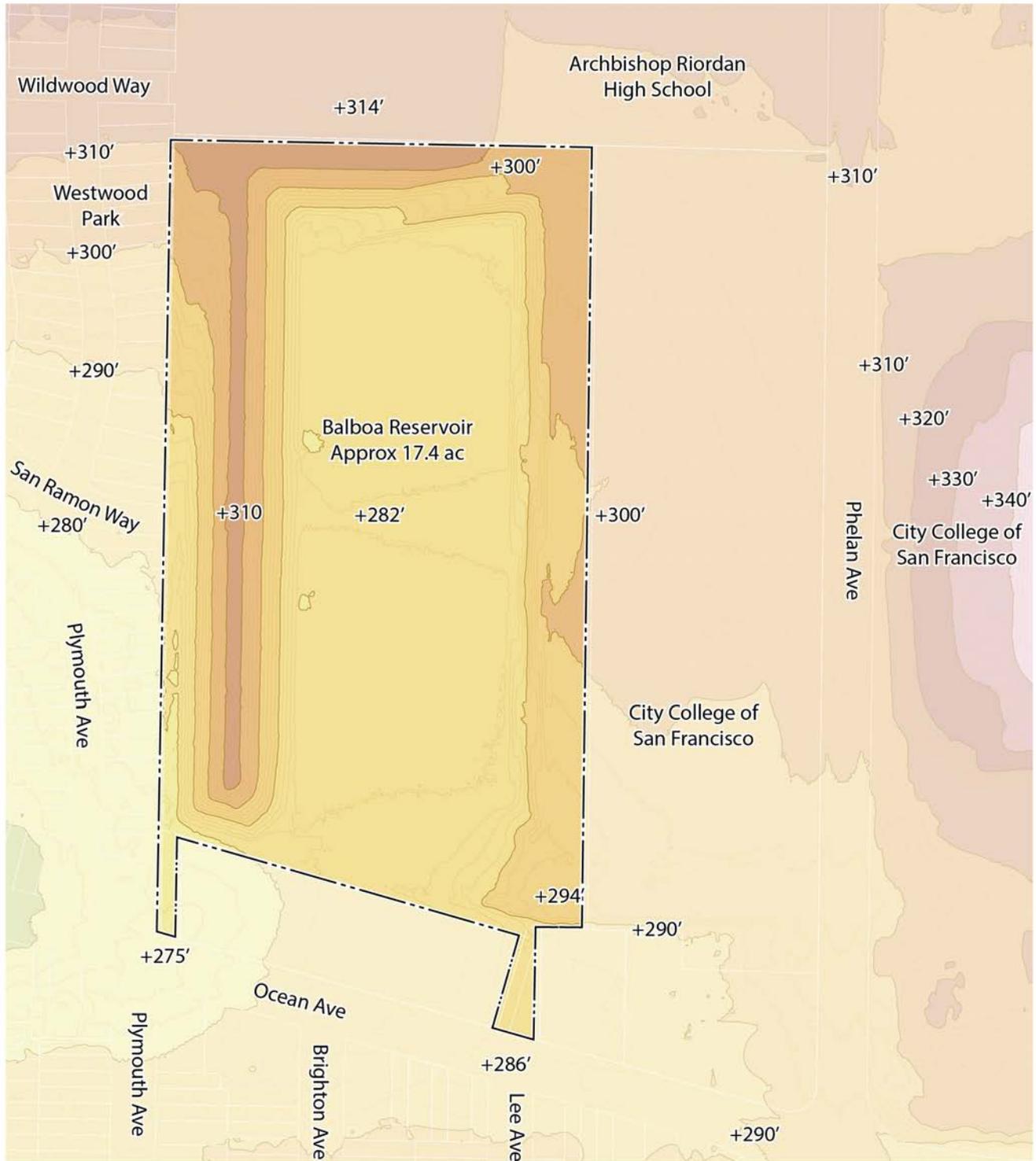
Source: 1) Aerial Image from Google Earth  
 2) Project Boundary from Balboa Reservoir Boundary Survey.dwg by SFPUC  
 3) Contour line Generated by AECOM based on City-wide LIDAR survey  
 4) Other information from City of SF GIS database



**AECOM**

December 5, 2014

FIGURE 5: ELEVATION



**Elevation**

**Legend**

	-270'		310-320'
	270-280'		320-330'
	280-290'		330-340'
	290-300'		340'-

Source: 1) Aerial Image from Google Earth  
 2) Project Boundary from Balboa Reservoir Boundary Survey.dwg by SFPUC  
 3) Contour line Generated by AECOM based on City-wide LIDAR survey  
 4) Other information from City of SF GIS database

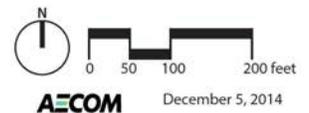


FIGURE 6: CURRENT OWNERSHIP

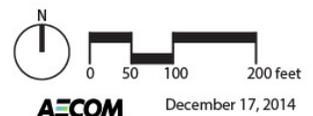


**Current Ownership Condition**

**Legend**

<b>Ownership</b>	<b>Easement</b>
<span style="display:inline-block; width:15px; height:15px; background-color:lightgreen; border:1px solid black;"></span> SFPUC	<span style="display:inline-block; width:15px; height:15px; border-bottom:1px dashed black;"></span> Easement - Pipeline
<span style="display:inline-block; width:15px; height:15px; background-color:purple; border:1px solid black;"></span> CCSF	<span style="display:inline-block; width:15px; height:15px; border:1px dotted black;"></span> Easement - Road
<span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span> OTHERS	<span style="display:inline-block; width:15px; height:15px; border:1px dashed blue;"></span> Potential Site Access (Future Easment)

- Source:
- 1) Aerial Image from Google Earth
  - 2) Project Boundary from Balboa Reservoir Boundary Survey.dwg by SFPUC
  - 3) Current Easement Info from "Balboa Reservoir Plat 2014.pdf" by SFPUC on 01/15/2014
  - 4) Other information from City of SF GIS database



## BALBOA RESERVOIR OWNERSHIP AND PROPERTY EASEMENTS

In recent years, transfers of land and easements have reconfigured the parcels at Balboa Reservoir and in the vicinity. This section describes the most significant land transfers and Figure 6 shows information about current property ownership. See Appendix A for detailed information regarding easements on Balboa Reservoir.

Before May 17, 2012, a berm running east to west divided Balboa Reservoir into two basins, with SFPUC owning the land in the northern basin and City College owning the land in the southern basin. Balboa Reservoir was subsequently reconfigured so that the eastern portion of Balboa Reservoir was capped over and the remaining basin was reoriented north to south.

SFPUC transferred ownership of a 6.21-acre parcel in the northeastern corner of Balboa Reservoir to City College on May 17, 2012. In exchange, City College transferred ownership of a 6.60-acre parcel at the southwestern corner of Balboa Reservoir to SFPUC. The new configuration allowed City College to expand its campus, while the western portion of Balboa Reservoir remained suitable for future water storage.

As part of the associated transfer agreement, City College granted the City a 60-foot access easement running east-west on the northern boundary of the City College parcel. This easement allows SFPUC to construct a 60-foot-wide right-of-way to Phelan Avenue (Figure 6). Also in accordance with the agreement, SFPUC granted City College a 50-foot access easement running north-south, to be built along the eastern edge of the SFPUC property. The accessway, also known as the Lee Avenue Extension, allows for pedestrian and vehicular access. The transfer agreement ultimately calls for City College to connect the accessway to Lee Avenue.

As described in Appendix A, City College and SFPUC have reached several other agreements. Easements and encroachments related to the agreements may require resolution before future development of Balboa Reservoir can proceed.

Also at Balboa Reservoir are two high-pressure underground pipelines maintained by SFPUC that deliver water across San Francisco. The pipelines run east-west through the southern portion of Balboa Reservoir in SFPUC-owned land.

In the southwest corner of Balboa Reservoir between the Avalon Bay development and the Ingleside Branch Library, SFPUC owns a narrow parcel that also serves as a rear driveway providing access to Avalon Bay. Should development occur on Balboa Reservoir in the future, this parcel could provide access for pedestrians or others. This parcel is referred to as “Parcel 22 Alley” in the remainder of this report.



*Lee Avenue Extension constructed by City College*



*View of Parcel 22 Alley from Ocean Avenue*

## Transportation

See the Task 2 Transportation Analysis memorandum for existing transit conditions in the vicinity of Balboa Reservoir.



*MUNI stop*



*City College upper parking lot*



*Various modes of transit near the CCSF campus*



*Phelan Loop*



*Pedestrian Bridge over Ocean Avenue*

# UTILITIES AND INFRASTRUCTURE

## History of Balboa Reservoir Infrastructure

Balboa Reservoir is a water storage facility that has never been used to store water in SFPUC's potable-water distribution system. Completed in the 1950s, the reservoir consisted of two basins capable of storing 150 million gallons, but the basins were never filled. The existing, partially enclosed basin could store approximately 95 million gallons<sup>5</sup> if it were completed as a water storage facility. For this memorandum, the project team conducted a desktop review of existing infrastructure technical studies and the 2004 City College of San Francisco Master Plan (City College Master Plan) to determine the condition of the adjacent utilities and infrastructure and to determine whether any significant capacity or connection issues were evident. The results of this review reveal that adjacent infrastructure is well developed and most likely has the capacity to accommodate future development at Balboa Reservoir.

To determine a development threshold, the team would need to develop a maximum development program to generate demands for the water, power, gas and sewer. The team would meet with SFPUC's and Pacific Gas and Electric Company's (PG&E's) engineering divisions to submit the demands and determine whether adjacent infrastructure has the capacity to accommodate the maximum development program. If any of the existing connections are inadequate, SFPUC or PG&E, or both, can provide the maximum demand threshold available without significant upgrades to the existing system or network.

Figure 7 shows existing infrastructure near Balboa Reservoir. Not shown in the figure is the existing private infrastructure on the City College property to the north.

5 Kubick, Karen. [Wastewater Enterprise Capital Program Director], San Francisco Public Utilities Commission, San Francisco, CA. May 26, 2000—internal SFPUC memorandum to John Mullane, [General Manager], titled "Balboa Reservoir Activation."



*Location of pipeline easement behind Avalon Bay development*



*Access to utility lines may be available via the Ocean Avenue right-of-way.*

## POTABLE WATER

The area around Balboa Reservoir is currently served by a well-developed water distribution network operated by the City Distribution Division that has the capacity to provide potable and fire-protection water to Balboa Reservoir. Balboa Reservoir is located within the Sutro Reservoir pressure zone and supplied with SFPUC water from the Hetch Hetchy Regional Water System via the Sutro Reservoir. According to the 2004 City College Master Plan, the area's distribution mains are adequately sized to accommodate the future demands of City College's campus expansion. Given the size of the mains and the configuration of the network, it is assumed that the system would also have hydraulic capacity to serve additional development at SFPUC's Balboa Reservoir. Once potential development scenarios are presented, the project team will meet with representatives from the City Distribution Division to confirm the system's hydraulic capacity to serve the various proposed development programs.

Access to water service for Balboa Reservoir is available from the 8-inch and/or 12-inch water mains within the Ocean Avenue and Phelan Avenue rights-of-way (public rights-of-way) to the south and east, respectively. To connect Balboa Reservoir to the water mains in Phelan Avenue, SFPUC would most likely have to use an existing 60-foot-wide pipeline easement southeast of Balboa Reservoir or the 60-foot-wide public-access easement to the northeast. SFPUC would have to connect Balboa Reservoir to the Ocean Avenue water mains either via the Parcel 22 Alley to the southwest or

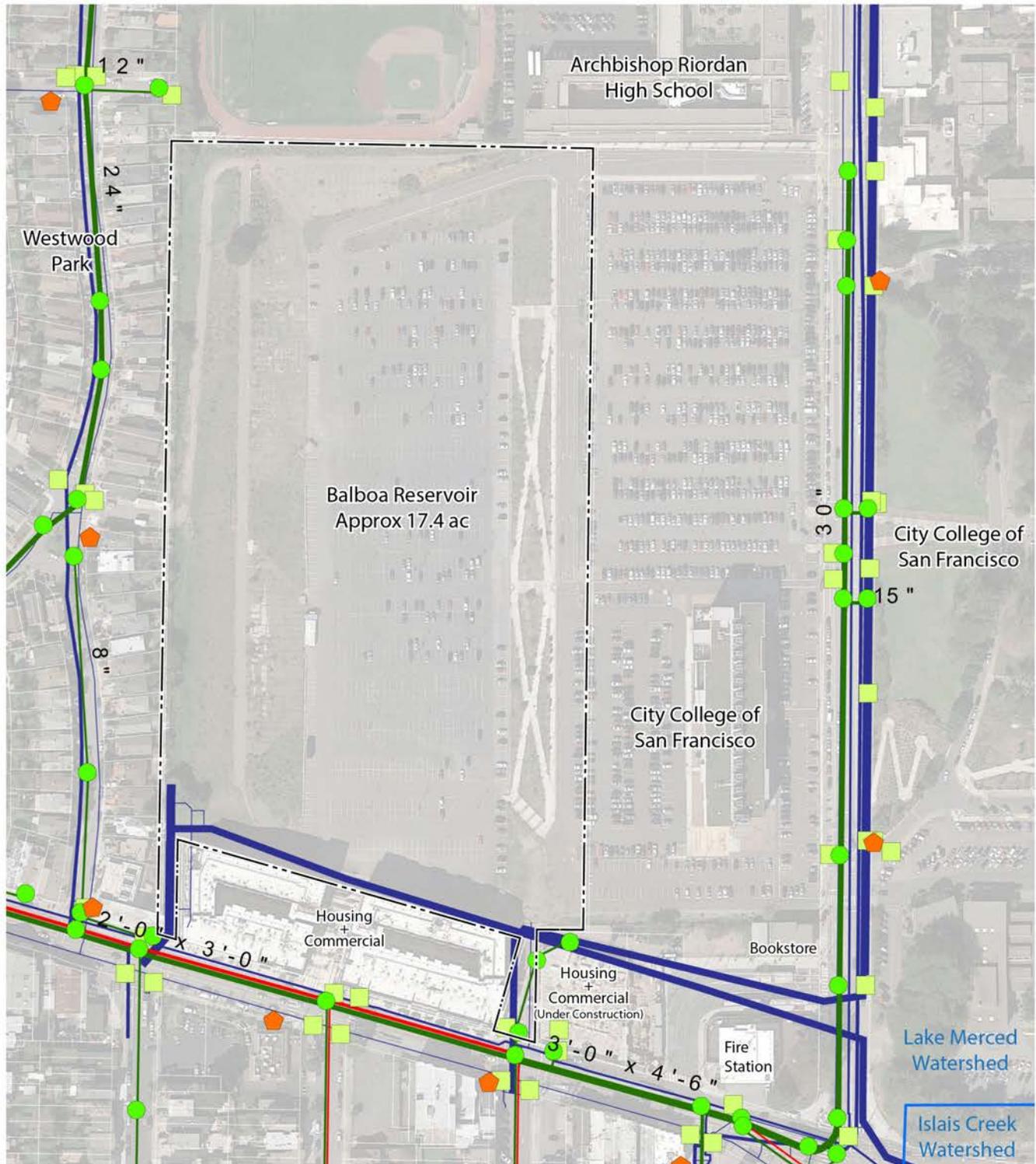
via Lee Avenue. The closest water distribution lines to the north and west are both bifurcated from Balboa Reservoir by existing residential development. A 36-inch crosstown transmission line also runs along the southern boundary of Balboa Reservoir. The primary purpose of this transmission line, however, is to provide a redundant water supply to Sunset Reservoir for emergencies. For this reason, this line most likely will not be considered as a potable-water service connection to Balboa Reservoir.

There is also a 44-inch water line stub in the southwest corner of Balboa Reservoir that connects to the 36-inch crosstown transmission main. The project team assumes that this line was originally designed to be an intake line if the reservoir had ever been activated, but that the line could potentially be considered a connection for emergency fire-protection water supply. Additionally, a 20-inch auxiliary water-supply system line exists in the public right-of-way of Ocean Avenue (i.e., within the horizontal extent of the road's public right-of-way). This line could also be considered a source of emergency fire-protection water supply if approved by SFPUC.



*Balboa Reservoir has never been utilized for water storage*

FIGURE 7: EXISTING INFRASTRUCTURE



**Wet Utility Infrastructure**

**Legend**

- Watershed Boundaries
- Fire Hydrant
- Inlet
- Manhole
- ▲ Pump
- CSAMP Risk >=70

**Sewer Pipe by Size (in)**

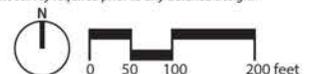
- Less Than 6"
- 6"-12"
- 12"-18"
- 18" - 36"
- 3' - 6'

**Water Distribution Pipe by Size (in)**

- 1 - 8
- 9 - 14
- 15 - 20
- 21 - 37
- 38 - 60

Source: 1) Aerial Image from Google Earth  
 2) Project Boundary from Balboa Reservoir Boundary Survey.dwg by SFPUC  
 3) Propose Easement Alignment based on "Proposed Easements Across City College Property.pdf" by SFPUC on 11/21/2012  
 4) Wet Utility Infra Information from SFPUC GIS, October, 2012  
 5) Other Information from City of SF GIS database

Figure does not include wet utilities belonging to other entities, including those of City College.  
 Figure for conceptual planning purposes only; site survey required prior to any detailed design.



**AECOM**

December 05, 2014

## SANITARY AND STORM SEWER

Balboa Reservoir is currently served by SFPUC’s combined sewer system, which collects both sanitary and storm drainage. Balboa Reservoir is within the Lake Merced urban watershed and the Ocean subwatershed. All runoff and sanitary flow from Balboa Reservoir is collected and diverted to the Westside Pump Station for treatment by the Oceanside Treatment Plant or discharged as combined-sewer discharges during large storm events. The Oceanside Treatment Plant has capacity to treat up to 17 million gallons per day (mgd) of dry-weather flow and up to 175 mgd of wet-weather flow. The plant currently treats approximately 15 mgd of dry-weather flow and is assumed to have adequate capacity to accommodate additional sanitary flows from the redevelopment of Balboa Reservoir.

There are no known sewer connections at Balboa Reservoir. The most likely point of connection of Balboa Reservoir to the sewer system is at the 2-foot by 3-foot concrete box sewer main in the Ocean Avenue public right-of-way. However, this sewer main is designated as high risk and is slated for replacement through SFPUC’s Collections System Asset Management Program (CSAMP). CSAMP assets with a ranking of “very high” are considered a priority for replacement based on multiple criteria such as age, type of construction, and consequences of failure. A CSAMP ranking of “high” still indicates a potential need for replacement. Therefore, the development feasibility analysis should consider the CSAMP ranking of the sewer main and include coordination with SFPUC’s Collection System Division. Alternatively, there is a 30-inch-diameter sewer main in Phelan Avenue; however, all combined sanitary and storm flows would require pumping to connect to this system at this location, and the elevation differential from Balboa Reservoir to Phelan Avenue, this option is unlikely to be feasible in the long term. The closest sewer collection lines to the north and west are both bifurcated from Balboa Reservoir by existing residential development and most likely do not have adequate capacity to accommodate the potential combined-sewer flows from Balboa Reservoir.

To connect Balboa Reservoir to the Ocean Avenue sewer main, the connection would have to be made via the Parcel 22 Alley or Lee Avenue. Because buildings could be developed on a podium or above parking, the sanitary flow and stormwater could be collected separately on

Balboa Reservoir before being combined and discharged to the sewer mains to accommodate a less complicated on-Balboa Reservoir sewer configuration. Additionally, any new development on Balboa Reservoir must comply with the San Francisco Stormwater Ordinance by complying with the San Francisco Stormwater Design Guidelines, which call for retaining a portion of stormwater runoff on Balboa Reservoir for reuse or infiltration. The ordinance requires that a new development or redeveloped site served by the combined sewer system achieve a 25% reduction of both peak-flow and runoff volumes between the existing and proposed conditions. To achieve this volume reduction, the development would have four options for potential compliance strategies:

1. Using cisterns to harvest rainwater for reuse
2. Installing a vegetated roof and/or other permeable surfaces to reduce the area covered by impervious surfaces enough to achieve the 25% reduction
3. Using engineered flow-through planters for detention and evapotranspiration
4. Installing an infiltration-based stormwater management system, such as bioretention cells or infiltration trenches<sup>6</sup>

Maintaining separate sanitary and storm sewer systems within Balboa Reservoir would make a site-wide compliance strategy more attainable.

The project team would meet with representatives from SFPUC and the San Francisco Department of Public Works’s Engineering Hydraulics Division to confirm that adjacent sewer infrastructure has adequate capacity and integrity to serve the potential development program.

<sup>6</sup> Pending a geotechnical investigation.

## POWER

Because SFPUC owns Balboa Reservoir, it is likely that SFPUC’s Hetch Hetchy Power System would provide power for Balboa Reservoir. PG&E has both overhead and underground lines along Phelan Avenue and only underground lines along Ocean Avenue. Once potential development scenarios are presented, the project team would meet with SFPUC’s Power Enterprise Division to evaluate the power issues in a more comprehensive fashion.

## NATURAL GAS

It is assumed that PG&E would provide natural gas to Balboa Reservoir. The natural gas infrastructure in the area is well established and is likely to have capacity to serve Balboa Reservoir. There is currently a 4-inch high-pressure gas main in the Phelan Avenue public right-of-way and a 12-inch gas main in the Ocean Avenue public right-of-way. To connect Balboa Reservoir to the gas main on Phelan Avenue, SFPUC may utilize its existing 60-foot-wide pipeline easement southeast of Balboa Reservoir or the 60-foot-wide public-access easement to the northeast. To connect Balboa Reservoir to the Ocean Avenue gas main, the connection would have to be made via the Parcel 22 Alley or Lee Avenue. The project team would meet with PG&E representatives to determine service requirements and locate the best points of connection to the PG&E gas distribution system, if necessary.



*Should development occur on Balboa Reservoir, utilities may be connected via the Parcel 22 Alley*

## SUMMARY OF EXISTING POLICY

### San Francisco General Plan

The City adopted the San Francisco General Plan (General Plan) by resolution on June 27, 1996. Elements of the General Plan that may apply to the development of Balboa Reservoir are described in more detail below.

#### HOUSING ELEMENT

The Housing Element of the General Plan was written to help implement state and regional housing objectives. Based on population growth estimates from the California Department of Housing and Community Development and the Association of Bay Area Governments, San Francisco must plan to accommodate roughly 31,000 new housing units. Of these new housing units, 60% should be suitable for housing moderate-, low-, and very-low-income households.<sup>7</sup> Mayor Lee has set forth the goal of creating 30,000 new housing units in San Francisco by 2020.<sup>8</sup>

As part of the effort to increase the affordability and supply of housing in San Francisco, the City has developed area plans that focus on particular parts of the city. One of these is the Balboa Park Plan, described in further detail on the following page. If implemented, each area plan could provide capacity for more than the 31,000 units called for by the California Department of Housing and Community Development and the Association of Bay Area Governments. The Balboa Park Station Area Plan estimates that the potential exists to construct 1,800 new housing units.<sup>9</sup> The development of Balboa Reservoir could make a contribution to this estimate.

#### URBAN DESIGN ELEMENT

The Urban Design Element of the General Plan is concerned primarily with development and preservation. It emphasizes the critical relationships between open spaces, buildings, hills, and streets in San Francisco. A guiding principle of this element is to emphasize the “characteristic pattern which gives to the City and its neighborhoods an image, a sense of purpose, and a means of orientation.”<sup>10</sup>

In the Urban Design Element, the section “Major New Development” is particularly relevant when considering an area like Balboa Reservoir. This section emphasizes that new development in San Francisco must carefully consider the size, height, texture, and character of its surroundings. In particular, achieving a good scale for new development depends on establishing a height, bulk, and appearance that are complementary and not overwhelming.<sup>11</sup>

#### RECREATION AND OPEN SPACE ELEMENT

Policy 4.6 in the General Plan’s Recreation and Open Space Element was written to ensure that adequate public open space in San Francisco is dedicated to new residential development.<sup>12</sup> Specifically, in areas where infill housing may occur, sub-neighborhood-level parks may be needed because existing parks will experience more intensive use and increased demand. Although no determination of future development has been made for Balboa Reservoir, open space may need to be provided.

7 City and County of San Francisco. 1996 (June 27). San Francisco General Plan, Housing Element, “Introduction.” San Francisco, CA.

8 Lee, Ed. “2014 State of the City Address.” City and County of San Francisco. 2014 (January 17). Transcript available: <http://sfmayor.org/index.aspx?page=983>

9 City and County of San Francisco. 1996. San Francisco General Plan, Housing Element, Policy 1.2. San Francisco, CA.

10 City and County of San Francisco. 1996. San Francisco General Plan, Urban Design Element, “Introduction.” San Francisco, CA.

11 City and County of San Francisco. 1996. San Francisco General Plan, Urban Design Element, Policy 2.10. San Francisco, CA.

12 City and County of San Francisco. 1996. San Francisco General Plan, Recreation and Open Space Element, Policy 4.6. San Francisco, CA.

## Balboa Park Station Area Plan

The Balboa Park Station Area Plan (Balboa Park Plan) was adopted in 2009 as part of the Better Neighborhoods Program. Originally launched in 2000, the Balboa Park Plan comprises approximately 210 acres in total. As stated in the introduction to the Balboa Park Plan, the plan area is characterized by distinct areas: City College, Balboa Reservoir, the Ocean Avenue Neighborhood Commercial Transit District, and the Transit Station Neighborhood.

The Balboa Park Plan presents policies and objectives related to land use, transportation, parking, housing, streets and open space, urban form, historic preservation, and public art. Three overarching principles inform the Balboa Park Plan:<sup>13</sup>

- Improve the area’s public realm.
- Make the transit experience safer and more enjoyable.
- Improve the economic vitality of the Ocean Avenue Neighborhood Commercial Transit District.

<sup>13</sup> City and County of San Francisco. 2009. Balboa Park Station, an Area Plan of the General Plan of the City and County of San Francisco. Draft for adoption October 2008; adopted by the Board of Supervisors April 7, 2009. San Francisco, CA. Page 2.

A key objective of the Balboa Park Plan is to consider housing as a primary component of any new development that may occur in the reservoir. Specifically, Policy 4.4.1 reads: “Develop housing on the West basin if it is not needed for water storage.”<sup>14</sup> The Balboa Park Plan also suggests that mixed-use housing be considered for Balboa Reservoir to address housing demand.

Objective 5.2 of the Balboa Park Plan requires major new developments to provide good-quality public open space that also contributes to the open space system.<sup>15</sup> Because major new developments put greater pressure on existing open spaces, new development should provide publicly accessible open space that is proportionate to the size of new development. A project built on Balboa Reservoir would likely be considered a major new development, and therefore must have a public open space component. When considering potential development opportunities at Balboa Reservoir, project proponents must ensure that open space is an integral part of the design.

Section 6, “Built Form,” in the Balboa Park Plan is also highly applicable to new development opportunities on Balboa Reservoir. For example, Objective 6.2 reads: “Knit together isolated sections of the Plan Area with new mixed-use infill

buildings.”<sup>16</sup> Adding infill buildings on and near Ocean Avenue would help make the Balboa Park transit station and the Ocean Avenue Neighborhood Commercial Transit District feel more physically connected. Although Balboa Reservoir does not directly front Ocean Avenue, adding new development in this area would certainly facilitate the creation of connections between City College, the Ocean Avenue corridor, and surrounding neighborhoods.

<sup>14</sup> City and County of San Francisco. 2009. Balboa Park Station, an Area Plan of the General Plan of the City and County of San Francisco. Draft for adoption October 2008; adopted by the Board of Supervisors April 7, 2009. San Francisco, CA. Page iv.

<sup>15</sup> City and County of San Francisco. 2009. Balboa Park Station, an Area Plan of the General Plan of the City and County of San Francisco. Draft for adoption October 2008; adopted by the Board of Supervisors April 7, 2009. San Francisco, CA. Page 34.

<sup>16</sup> City and County of San Francisco. 2009. Balboa Park Station, an Area Plan of the General Plan of the City and County of San Francisco. Draft for adoption October 2008; adopted by the Board of Supervisors April 7, 2009. San Francisco, CA. Page 37.

## City College of San Francisco Master Plan

Given the close proximity of City College to Balboa Reservoir, the project team reviewed the City College Master Plan for relevant policies that have the potential to affect the future development of Balboa Reservoir.

The City College Board of Trustees approved and adopted the City College Master Plan in June 2004. The plan outlines the following relevant fundamental concepts that are intended to guide future decision making on campus:

### ***“Improve the pedestrian environment and ease of access to and within campus”<sup>17</sup>***

- Restricting automobiles to the periphery of campus is a key first step in promoting a pedestrian-friendly environment.
- Locating future development and facilities along the central pedestrian walkway will enhance the sense of community.
- Siting of future development and buildings can help achieve topographic transitions between different elevations that will make pedestrian movement easier.

### ***“Provide flexibility to accommodate long-term program needs”***

- Because future programs and facility needs are dependent on budgetary, demographic, and other trends, it is difficult to predict exactly what the 10- to 15-year program for campus may be. Therefore, City College intends to retain flexibility for future plans.

### ***“Support neighborhood revitalization and vitality”***

- The City College Master Plan identifies measures to increase connections between the campus and the surrounding community. Improvements of particular value to the community will be implemented on campus so that they are also accessible to the public. These include the Wellness Center, athletic venues, cultural events, and other linkages between the campus and community.

### ***“Improve the image and identity of the College”***

- City College lacks a coherent campus image. As City College receives investment in the coming years, these investments should be leveraged to improve the image of the campus as a whole. This includes open space design and building design.
- Wayfinding signage and campus identity signs will enhance campus image and improve public and student accessibility.

### ***“Sustainable planning and design”***

- New facilities, major renovations, and any other projects should be a model of sustainable planning and design. Examples listed in the City College Master Plan include increasing transit and bicycle use and minimizing energy use and waste.

City College has plans to eventually expand its campus facility. New buildings included in the Potential Additional 2015 Building Program include an advanced-technology learning center, a student center, and a facility for City College’s administration. The City College Master Plan was developed before Balboa Reservoir basins were reconfigured. However, the 2015 Illustrative Plan in the document shows proposed building footprints just east of Balboa Reservoir. In 2010, City College completed the Multiuse Building located on this land. The four-level structure contains classrooms, offices, computer labs, and other uses. City College is planning to embark on a new master plan in 2015.

<sup>17</sup> City College of San Francisco. 2004 (June 10). City College of San Francisco, Master Plan. As approved by the City College Board of Trustees. San Francisco, CA. Prepared by Skidmore, Owings & Merrill LLP, BMS Design Group, Levy Design Partners, Arup, Davis Langdon Adamson, Fehr & Peers Associates, Kennedy/Jenks, Simon & Associates, and SWA Group. Pages 61–63.

## CURRENT PLANNING AND DEVELOPMENT PROJECTS NEAR BALBOA RESERVOIR

### Phelan Loop Project

One objective of the Balboa Park Plan was to reconfigure the Phelan Loop, an existing bus turnaround. The new design of Phelan Loop is intended to serve as a gateway feature to the commercial district and a “new front door” on Ocean Avenue.<sup>18</sup> The bus loop is now completed and the mixed-use and affordable housing project on the old Phelan Loop is under construction. Eventually, a public plaza will be located between the new mixed-use building and the Phelan Loop. This public plaza will be called Unity Plaza. The plaza will include trees, benches, a domed play structure, and historical photos of the area.<sup>19</sup>

The existing fire station at the corner of Ocean Avenue and Phelan Avenue will receive some upgrades as part of the Phelan Loop Project.

### Ocean Avenue Corridor Design

The San Francisco Planning Department and the San Francisco Department of Public Works have partnered to implement streetscape improvements along Ocean Avenue. Workshops were held throughout spring and summer 2014 to gather community feedback regarding two projects on Ocean Avenue. Short-term improvements are set to take place on Ocean Avenue from Howth Street to Manor Drive. These short-term efforts are funded by Proposition B, the Road Repaving and Street Safety Bond. Longer term efforts are planned for Ocean Avenue from Phelan Avenue to the Balboa Park BART Station. Community outreach efforts have resulted in a conceptual design for the intersection of Ocean Avenue and Phelan Avenue. The intersection will eventually be realigned and safety measures such as bike lanes, bulb-outs, and pedestrian amenities will increase the safety of the corridor. Workshop attendees also viewed three potential

<sup>18</sup> City and County of San Francisco. 2009. Balboa Park Station, an Area Plan of the General Plan of the City and County of San Francisco. Draft for adoption October 2008; adopted by the Board of Supervisors April 7, 2009. San Francisco, CA. Page 13.

<sup>19</sup> San Francisco Municipal Transportation Agency. 2014 (July 7). SFMTA and Community Name Ocean Avenue Plaza, “Unity Plaza.” Press release. Available: <http://www.sfmta.com/sites/default/files/pressreleases/Press%20Release--SFMTA%20and%20Community%20Name%20Ocean%20Avenue%20Plaza%20Unity%20Plaza.pdf>.

options for streetscape changes along Geneva Avenue. The analysis and planning and design phase is ongoing and will continue through August 2015.

### San Francisco Bicycle Plan

The goals of the San Francisco Bicycle Plan are to increase the safe use of bicycles throughout San Francisco and to adopt more bicycle-friendly policies in the city. Increasing bicycle use in San Francisco is an important component of the City’s climate action plan and Transit-First Policy.

Multiple streets around Balboa Reservoir are identified in the San Francisco Bicycle Plan for near-term improvements to bicycle route networks. These routes include Ocean Avenue (Alemany Boulevard to Lee Avenue) and Phelan Avenue (Judson Avenue to Ocean Avenue). Long-term improvements are planned for Holloway Avenue (Harold Avenue to Junipero Serra Boulevard).



*Completed Phelan Loop*

## Balboa Park Station Capacity and Conceptual Engineering Study

The Balboa Park Station Capacity and Conceptual Engineering Study (conducted by Jacobs Engineering Group) included a more detailed engineering feasibility analysis and other supporting studies that would help to refine the long-range vision presented in the Balboa Park Plan. Some of the projects included in the scope of the study have already been implemented. These projects include widening sidewalks along Geneva Avenue, installing pedestrian-scale lighting, and completing other accessibility improvements.<sup>20</sup> Station access and safety improvements are ongoing.

## Balboa Park Station Area Circulation Study

The final report of the Balboa Park Station Area Circulation Study was adopted by the Transportation Authority Board on June 24, 2014.

The purpose of the study is to establish implementable station and freeway access improvements based on the policies listed in the Balboa Park Plan.<sup>21</sup> Because the Balboa Park Station is one of the busiest intermodal transit facilities in San Francisco, the goals of this study include increasing bicycle and pedestrian safety, making transit operations more efficient, and reducing the negative effects of automobile traffic.<sup>22</sup>

## Balboa Park Area Plan & Historic Resource Survey

The Balboa Park Area Plan & Historic Resource Survey was completed in August 2008. The primary purpose was to identify historic and cultural resources along and off the spine of Ocean Avenue. The historic resource survey was a complementary effort to the Balboa Park Plan and the same geographic boundaries were used for this study. Balboa Reservoir is included in the study boundaries, but no historic resources are identified on Balboa Reservoir.<sup>23</sup> However, many historical buildings and architectural styles can be found along Ocean Avenue and in the Westwood Park neighborhood adjacent to Balboa Reservoir.

<sup>20</sup> San Francisco Planning Department. 2014. Interagency Plan Implementation Committee Annual Report, 2014. San Francisco, CA.

<sup>21</sup> San Francisco County Transportation Authority. 2014 (April). Balboa Park Station Area Circulation Study. Final Report. San Francisco, CA. Prepared by Fehr & Peers, Arup, and Nelson Nygaard. Available: <http://www.sfcta.org/transportation-planning-and-studies/current-research-and-other-projectsstudies/balboa-park-station-area-circulation-study>.

<sup>22</sup> San Francisco Planning Department. 2014. Interagency Plan Implementation Committee Annual IPIC Report, 2014. San Francisco, CA.

<sup>23</sup> San Francisco Planning Department. 2008 (August 3). Balboa Park Area Plan & Historic Resource Survey, San Francisco, California, Historic Context Statement. San Francisco, CA. Prepared by TBA West, Inc., Daly City, CA. Available: <http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=557>.

# RECENT PROJECTS AND PLANNED DEVELOPMENT

Ocean Avenue and the Ocean Avenue Neighborhood Commercial Transit District have had many significant development projects in recent years. Multiple new mixed-use developments have been built or are under construction along Ocean Avenue south of Balboa Reservoir. See the table below and Figure 8 for the locations and brief descriptions of significant developments near Balboa Reservoir.

PROJECT LOCATION	ADDRESS	PROJECT DESCRIPTION	PROJECT STATUS
1	1490 OCEAN AVENUE	<ul style="list-style-type: none"> <li>• Four-story mixed-use building</li> <li>• 15 residential units</li> <li>• 4,356 square feet of commercial</li> <li>• 15 off-street parking spaces</li> </ul>	APPROVED
2	1150 OCEAN AVENUE (AVALON BAY)	<ul style="list-style-type: none"> <li>• One four-story and one five-story mixed-use building</li> <li>• 173 residential units</li> <li>• 29,500 square feet of commercial</li> <li>• Whole Foods grocery tenant</li> </ul>	COMPLETED
3	270 BRIGHTON AVENUE	<ul style="list-style-type: none"> <li>• Two, four-story mixed-use buildings</li> <li>• 27 total residential units</li> <li>• 3,653 square feet of commercial</li> <li>• 13 off-street parking spaces</li> </ul>	UNDER CONSTRUCTION
4	1100 OCEAN AVENUE (MERCY HOUSING)	<ul style="list-style-type: none"> <li>• Five-story mixed-use building</li> <li>• 71 below market rate residential units</li> <li>• 7,300 square feet of commercial</li> <li>• Five off-street parking spaces</li> </ul>	UNDER CONSTRUCTION

FIGURE 8: SURROUNDING DEVELOPMENTS



Source: 1) Aerial Image from Google Earth, 2) Project Boundary from Balboa Reservoir Boundary Survey.dwg by SFPLUC, 3) Other information from City of SF GIS database

## ECONOMIC CONDITIONS

To anticipate market conditions for any potential future development on Balboa Reservoir, the project team undertook an analysis of prevailing market conditions in the Balboa Park neighborhood. This involved analyzing rents and vacancy conditions for retail space, multifamily housing, townhomes, and parking in the neighborhood and comparable developments over all of San Francisco.

The project team compared surrounding real estate market rents to citywide rents to estimate any associated discount that should be applied to new development at Balboa Reservoir compared to the city overall. The team also evaluated rents for townhomes in new developments citywide to inform future rents of new development at Balboa Reservoir.

The project team can establish a general rent multiplier using the average discount of prevailing rents in the immediate market area compared to the city overall, then applying the multiplier to prevailing rents of recently constructed development citywide. The result is a general order of magnitude rent expectations for the subject property. Note that all rent estimates evaluated in this early phase are subject to change as product mix, on-site amenities, and shifting real estate market conditions inform the overall economic value of Balboa Reservoir. Note that this Task 1 does not project rents for the subject property because of the preliminary condition of the analysis.



*City College parking lot*



*Mercy Housing development under construction in Fall of 2014*



*Muni line along Ocean Avenue in front of the Avalon Bay development*



*New development along Ocean Avenue including the Ingleside Branch Library*

## Existing Retail Market

Source: Data provided by CoStar Group in 2014

The project team reviewed rents and vacancy rates of nearby retail space. This includes considering retail leasing conditions on Ocean Avenue, West Portal, Excelsior, and The Triangle.

Balboa Reservoir is adjacent to the Ocean Avenue retail corridor and serves as the closest comparable retail space. Although vacancy levels remain slightly higher there than for the city, rental rates are healthy and equivalent to citywide retail rents.

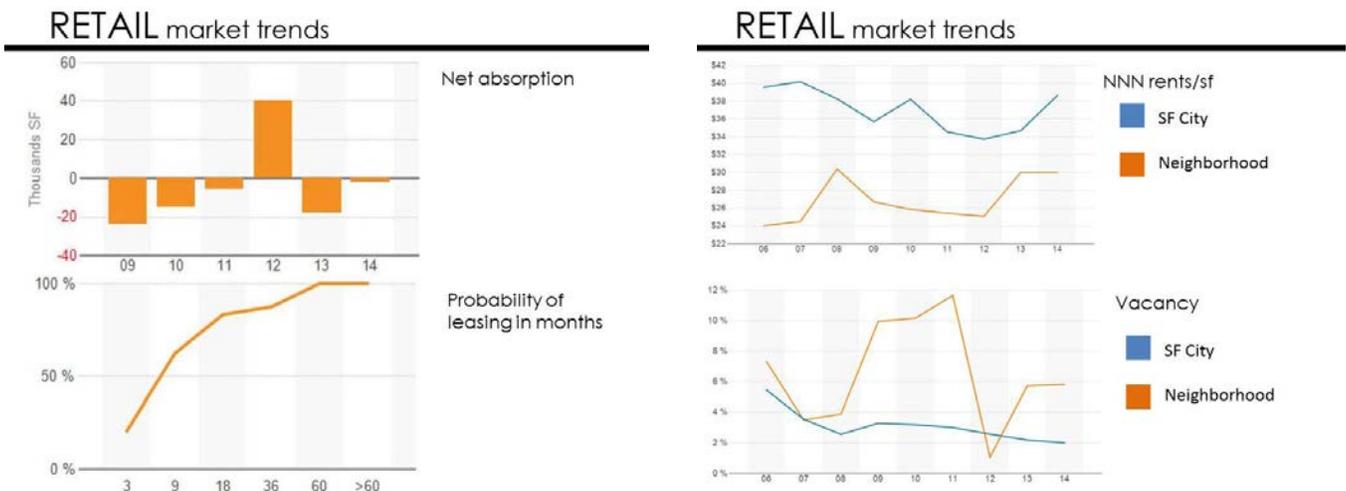
According to CoStar Group analytics, there is an 80% probability that all retail space along the Ocean Avenue corridor will be 100% leased within 12 months. Overall, the retail market appears healthy with availability rate (i.e. the percentage of space currently available for lease) of 2% and lease rates rising to \$30 per square foot per year. However, the average amount of time on available for lease (i.e. “months on market) is higher than the City overall estimated at approximately 11 months compared to approximately 9 months citywide (Figure 9).

FIGURE 9: EXISTING RETAIL MARKET

	OCEAN AVENUE RETAIL		SAN FRANCISCO CITY RETAIL	
AVAILABILITY	SURVEY	5-YEAR	SURVEY	5-YEAR
NNN* RENT PER SQUARE FOOT	\$30.00	\$27.52	\$39.79	\$33.56
VACANCY RATE	6.30%	7.80%	2.00%	2.80%
AVAILABILITY RATE	2.00%	8.40%	2.70%	3.70%
MONTHS ON MARKET	11.1	8.6	8.7	8.8

\*NNN = Triple Net Rates

FIGURE 10: RETAIL MARKET TRENDS



## Retail

Source: Data provided by CoStar Group in 2014

To compare the adjacent Ocean Avenue retail corridor to surrounding competition, the project team review CoStar retail real estate reports for four nearby commercial corridors. Specifically, the project team reviewed retail real estate market conditions for The Triangle, West Portal, Excelsior District, and Visitation Valley. CoStar reported average lease rates from approximately \$24 per square foot per year in Visitation Valley to \$48 per square foot per year in West Portal. The Triangle indicated the highest vacancy rate of 18% compared to 1% in West Portal. Rental rates for the Excelsior District and The Triangle were the closest to rents at Balboa Reservoir at approximately \$31 per square foot per and \$36 per square foot per year, respectively.

FIGURE 11: RETAIL COMPARABLES

# RETAIL comps

### EXCELSIOR

<b>NNN Rent Per SF</b>	\$30.61
<b>Vacancy Rate</b>	1.20%
<b>Availability Rate</b>	1.20%
<b>Months on Market</b>	18.8
<b>12 Mo. Absorption SF</b>	-1,570

### VIS VALLEY

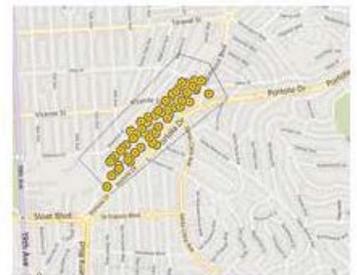
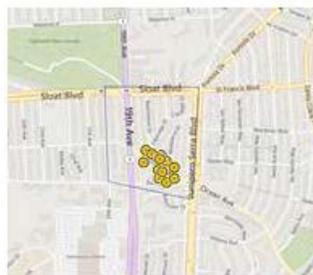
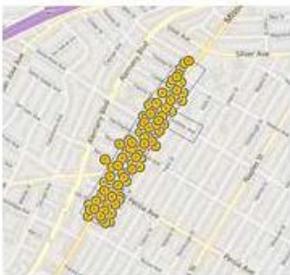
<b>NNN Rent Per SF</b>	\$24.08
<b>Vacancy Rate</b>	6.50%
<b>Availability Rate</b>	6.50%
<b>Months on Market</b>	19.3
<b>12 Mo. Absorption SF</b>	1,200

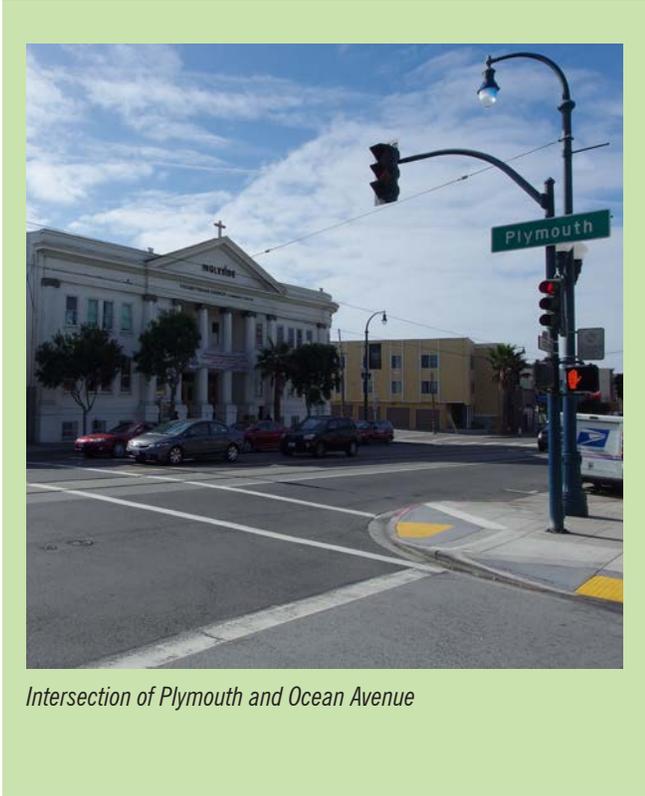
### THE TRIANGLE

<b>NNN Rent Per SF</b>	\$36.00
<b>Vacancy Rate</b>	18.30%
<b>Availability Rate</b>	18.30%
<b>Months on Market</b>	5.8
<b>12 Mo. Absorption SF</b>	-10,873

### WEST PORTAL

<b>NNN Rent Per SF</b>	\$48.00
<b>Vacancy Rate</b>	0.70%
<b>Availability Rate</b>	1.10%
<b>Months on Market</b>	40.4
<b>12 Mo. Absorption SF</b>	11,680





Intersection of Plymouth and Ocean Avenue

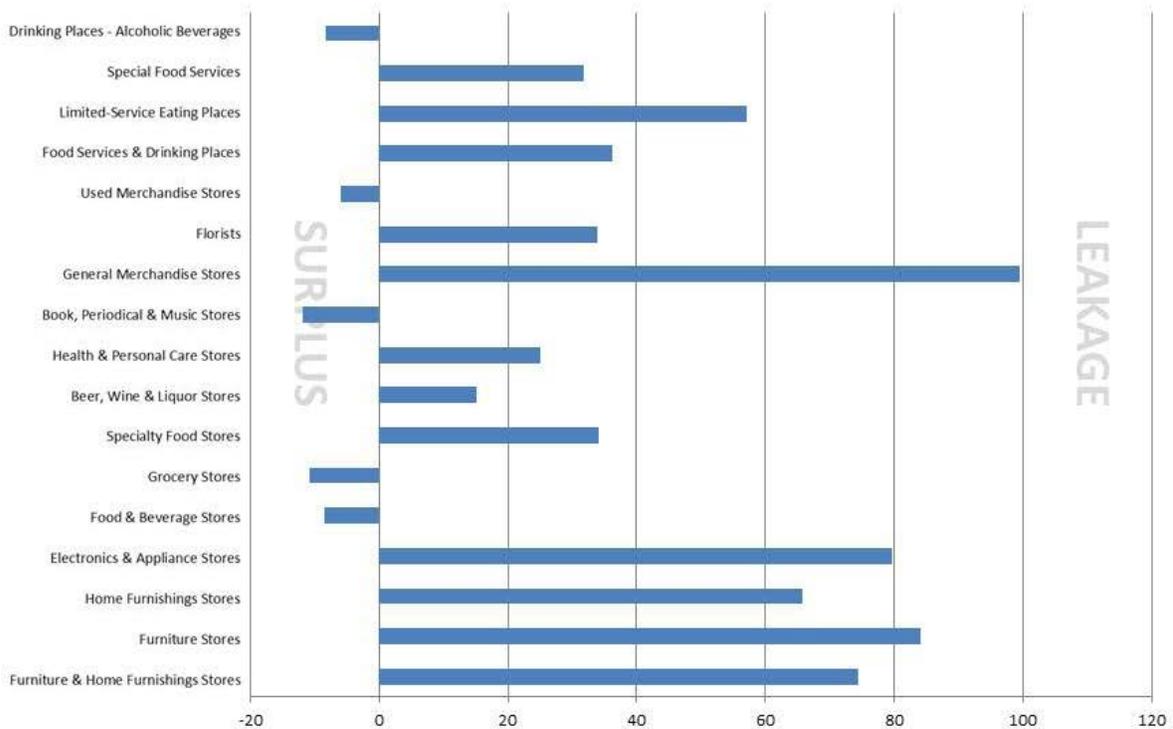
## Leakage Analysis

Source: Data compiled by AECOM in 2014 based on Esri Business Analyst Online

AECOM performed a leakage analysis using Esri Business Analyst Online, which compared neighborhood-area spending power versus estimated retail sales within Balboa Reservoir (see Figure 12). The leakage analysis indicates which retail goods and services are potentially unmet for surrounding residents in the Ocean Avenue corridor. This limited retail-leakage analysis identified several additional retail items that could be captured locally if available high-quality offerings were located within Balboa Reservoir. These include limited service eating places, florists, health and personal care stores, and food services and drinking places. The preliminary analysis could be used to indicate the potential goods and services that could be located in this neighborhood to attract the existing resident base. Moreover, it indicates additional demand for retail space beyond the available retail space supply.

FIGURE 12: LEAKAGE ANALYSIS

# RETAIL: Leakage analysis



## Multifamily

Source: Information compiled by AECOM in 2014 based on Realfacts data

The project team reviewed multifamily rental housing trends for the City of San Francisco and for select submarkets. Of particular interest was a review of prevailing rents and occupancy trends of rental housing offered near Balboa Reservoir. Specifically, the project team focused on multifamily project leasing in Zip Codes 94131 and 94112. The project team accessed RealFacts Apartment market data which surveys quarterly apartment developments of over 50 units. In addition, prevailing rents for recently developed housing was evaluated to understand the market premium commanded by more modern rental housing developments in San Francisco.

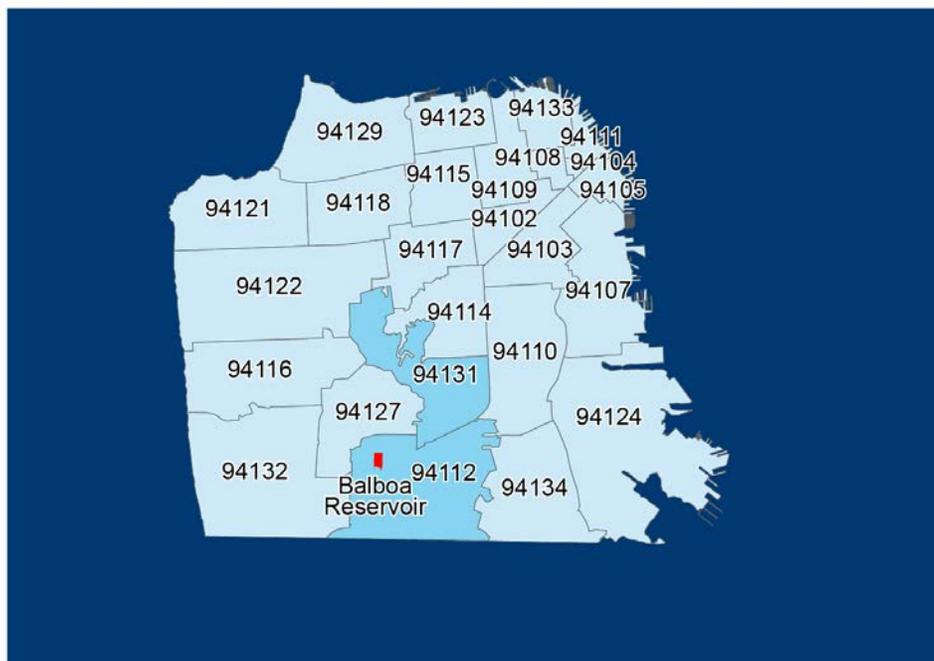
FIGURE 13: RENT AND OCCUPANCY RANKING

Rent ranking		Occupancy ranking	
for Zipcodes in San Francisco		for Zipcodes in San Francisco	
Zipcode	Avg Rent	Zipcode	Avg Occ.
1. 94129	\$3,822	1. 94130	100.00%
2. 94111	\$3,782	2. 94133	99.30%
3. 94105	\$3,780	3. 94111	98.80%
4. 94107	\$3,761	4. 94112	98.30%
5. 94103	\$3,615	5. 94134	97.30%
6. 94158	\$3,590	6. 94131	97.20%
7. 94134	\$3,486	7. 94109	97.10%
8. 94109	\$3,387	8. 94129	96.90%
9. 94132	\$3,284	9. 94122	96.70%
10. 94108	\$3,240	10. 94115	96.40%
11. 94123	\$3,171	11. 94103	96.00%
12. 94122	\$3,126	12. 94102	95.70%
13. 94115	\$3,124	13. 94105	95.50%
14. 94131	\$3,072	14. 94123	95.00%
15. 94133	\$2,933	15. 94132	94.80%
16. 94112	\$2,899	16. 94108	94.60%
17. 94102	\$2,830	17. 94107	90.80%
18. 94130	\$2,454	18. 94158	90.20%

## Neighborhood Rental Housing Conditions

Rent and occupancy rankings show that these two zip codes include products with lower rents than found in other zip codes in San Francisco, but at the same time display higher occupancy. Figure 13 shows the estimated average rents per square foot and occupancy rates by zip code. The zip codes' lower rents yet higher occupancy rates indicate potential for rent growth as the housing market remains relatively tight, creating upward pressure on rents. Overall, average monthly rents for Zip Codes 94131 and 94112 range between approximately \$3,100 and \$2,900 per month, respectively. On average, multifamily rents are approximately 10 percent lower than the citywide average.

FIGURE 14: SAN FRANCISCO ZIP CODES



## New Multifamily Rental Trends

The project team reviewed rents for multifamily projects that opened within the last year in San Francisco. On average, rents for these developments are approximately 16% higher than citywide multifamily rents. In other words, new housing commands higher rents than the overall supply. Rents for new multifamily housing average approximately \$4.90 per square foot compared to \$4.20 per square foot for multifamily housing citywide (i.e. the citywide average for housing regardless of the year constructed). As shown in Figure 15, the citywide supply of studios and 1-bedroom units rent at higher rates per square foot compared to larger two and three bedroom units. However, this variance in rents per square foot is more muted among new housing with the exception of two bedroom – two bathroom units. Avalon Ocean Avenue is the closest comparable multifamily housing project as it is directly south of Balboa Reservoir. Current asking rents at Avalon Bay Ocean Avenue range from approximately \$3.10 to \$5.40 per square foot with the smaller units commanding the highest rents per square foot. At the time of the background assessment (November, 2014), there were no available apartments rents. As such, apartment rents may be actually higher than those most recently documented by RealFacts or on Avalon Bay Ocean Avenue’s website as they have not had to update their rents to reflect prevailing market conditions.<sup>24</sup>

<sup>24</sup> Avalon Communities. Avalon Ocean Avenue. Available: <http://www.avaloncommunities.com/california/san-francisco-apartments/avalon-ocean-avenue/floor-plans>.

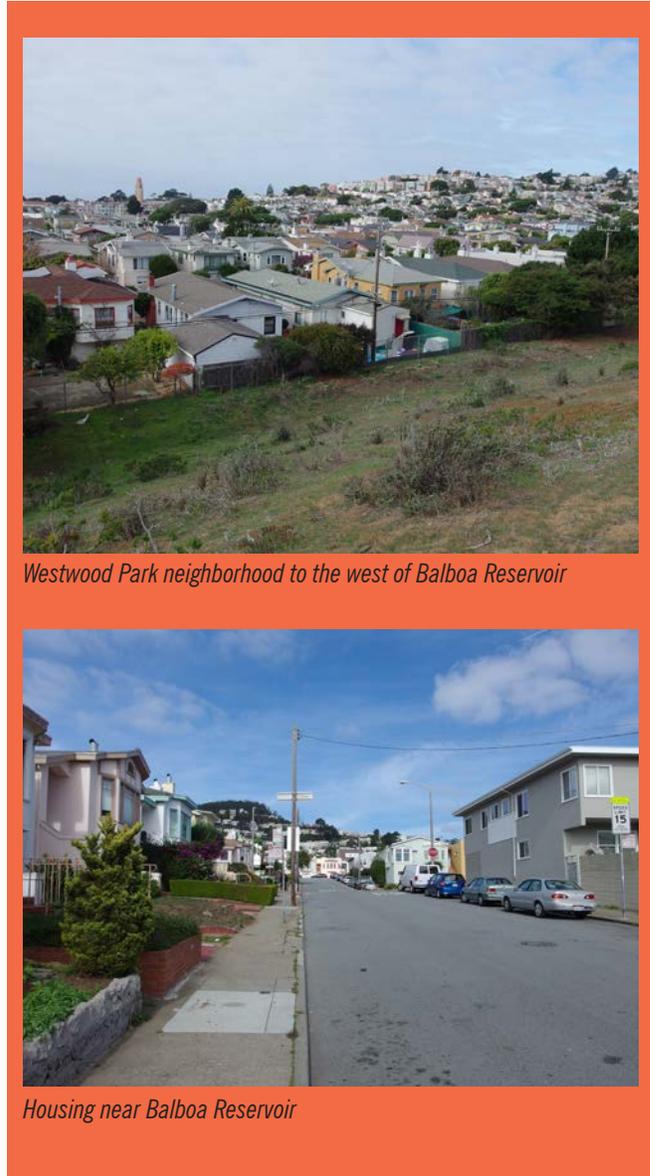


FIGURE 15: MULTIFAMILY RENT TRENDS

### MULTIFAMILY

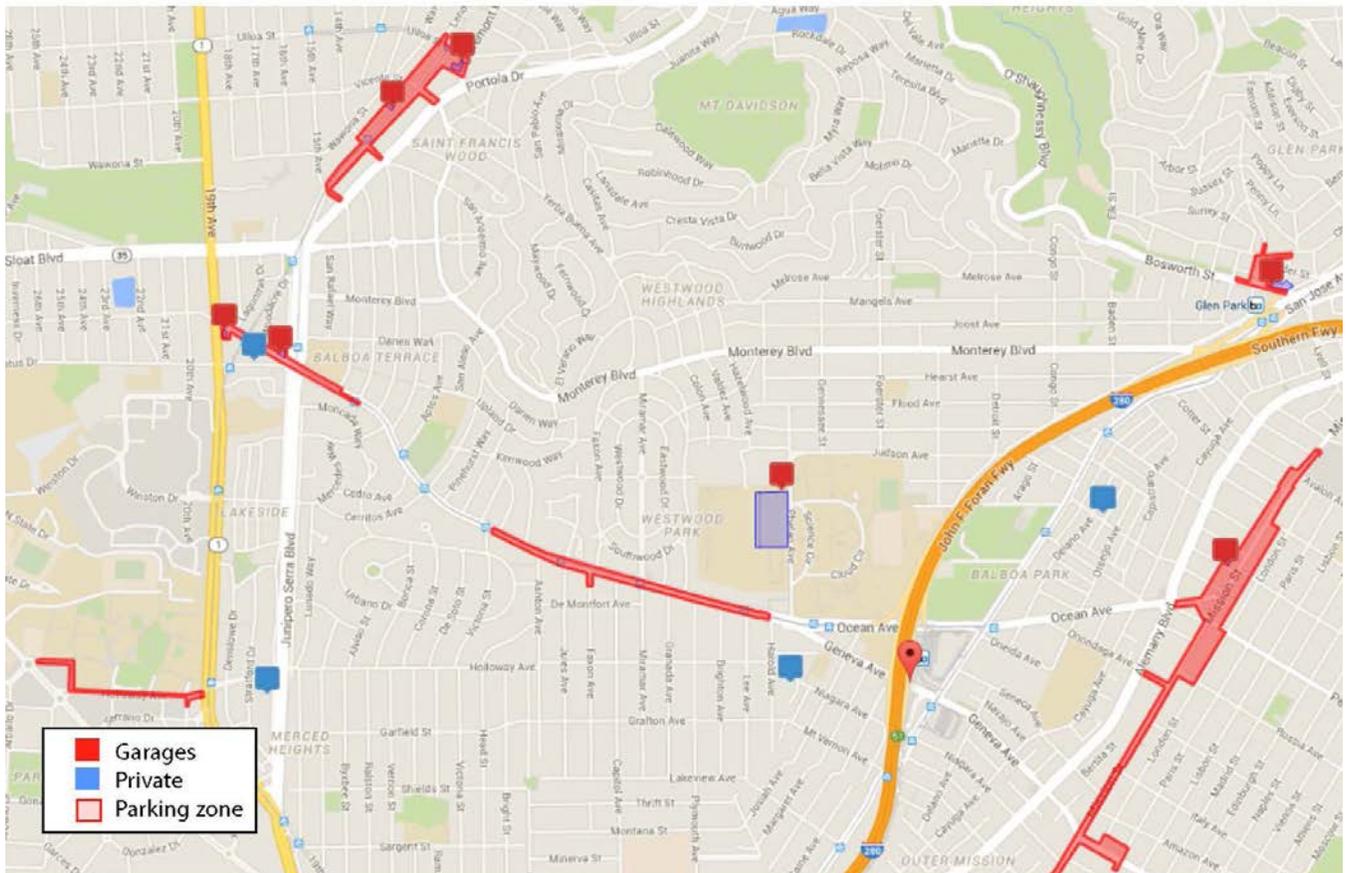
Average \$/sf	CITY	NEIGHBORHOOD	NEW PRODUCTS
	City San Francisco	(94112 and 94131)	new products in SF City
<b>All average</b>	\$4.24	\$3.83	\$4.94
<b>studio</b>	\$5.24	\$4.58	\$5.08
<b>1bd 1bth</b>	\$4.48	\$4.18	\$5.15
<b>2bd 1bth</b>	\$4.12	\$3.74	\$5.18
<b>2bd 2bth</b>	\$4.03	\$3.44	\$4.36
<b>3bd 2bth</b>	\$3.42	\$2.82	\$5.09

## Parking

Source: Data compiled by AECOM in 2014 based on DataSF and SFpark

The project team reviewed parking rates for on-street and off-street parking near the Balboa Station as future parking revenue will contribute to inform the development program and the underlying land value of Balboa Reservoir. Figure 16 shows the location of parking prices researched in this background analysis.

**FIGURE 16: PARKING COMPARABLES**



## Public Parking

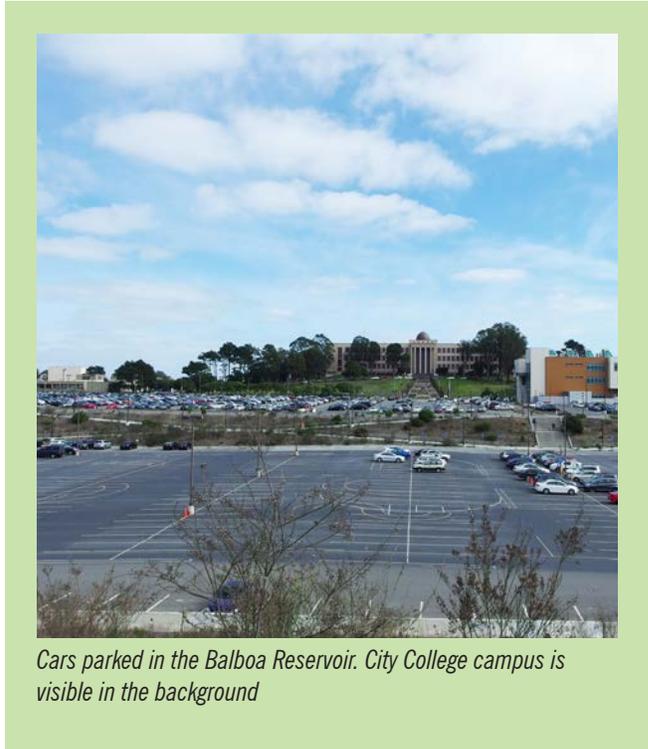
Overall, public parking rates in the surrounding market area average approximately \$2 per hour. The City College Reservoir lot charges \$3 per hour. Rates decrease for daily and monthly parking.

## Private Parking

Private parking lots charge higher rates at approximately \$3 per hour. As with public parking rates, pricing decreases for daily and monthly parking. Avalon Bay charges approximately \$200 per month for reserved parking and \$120 per month for motorcycle parking.

## Tier Parking Pricing Calculator

The City uses a tiered approach to pricing parking. Hourly rates are priced the highest with pricing decreased by tiers of time. Figure 17 shows a typical pricing calculator for San Francisco parking facilities.



*Cars parked in the Balboa Reservoir. City College campus is visible in the background*

**FIGURE 17: PARKING PRICING STRATEGY**

### Parking pricing strategy

(derived from SFPark base model)

\$3	<b>Hourly Rate: derived from neighborhood comps</b>
$\$3 \times 10 = \$30$	<b>Daily maximum:</b> 8 to 14 X average hourly rate.
$\$30 \times 10 = \$300$	<b>Monthly rates:</b> 8 to 14 X daily maximum rate
\$330	<b>Monthly area reserved rates:</b> Approx 10% surcharge
\$450	<b>Monthly reserved rates:</b> 40-67% surcharge
\$150	<b>Monthly carpool/car share rates:</b> 50% of the monthly rate.
While the rates for city parking lots average around \$2/hour in the area, we can price parking higher (as it would be a private development) at \$3/hour	

# ANALYSIS OF EXISTING CONDITIONS

## Zoning / Height Limits

Balboa Reservoir is zoned as P, “Public,” in the San Francisco Zoning Code. The adjacent land to the east that houses additional City College parking and the relatively new City College Multiuse Building is also zoned as Public. According to the San Francisco Planning Department, designation as a P District applies to land that is owned by a governmental agency and is in some form of public use.

The portion of Ocean Avenue between Phelan Avenue and Manor Avenue is part of the Ocean Avenue Neighborhood Commercial Transit District. The district is intended to provide resident-serving commercial uses on ground floors and housing on upper floors. Standards for residential uses include height and bulk, setbacks, and lot coverage. Access to off-street parking and loading is prohibited on Ocean Avenue to promote the pedestrian-oriented quality and character of the street. The commercial element of the Ocean Avenue Neighborhood Commercial Transit District is intended to provide convenience goods to neighborhoods surrounding Ocean Avenue. Commercial uses such as retail stores, restaurants, and neighborhood-service offices are permitted in this district.<sup>25</sup>

The Westwood Park neighborhood is zoned as RH-1(D), “Residential—House, One Family—Detached.” Structures in this district are characterized by wider lots and typically have side yards. The Westwood Park neighborhood falls within the Westwood Park Residential Character District, which is a special-use district identified in the San Francisco Planning Code. New and existing residential buildings in this district are subject to residential design guidelines that dictate siting, scale, texture, detailing, openings, and landscaping.<sup>26</sup> Neighborhoods south of Ocean Avenue are zoned as RH-2, “Residential—House, Two Family.” Homes in this district are typically one- and two-family homes.<sup>27</sup>

See Figure 18 for the zoning districts on and around Balboa Reservoir.



*Homes in the Westwood Park neighborhood within the ‘Westwood Park Residential Character District’*



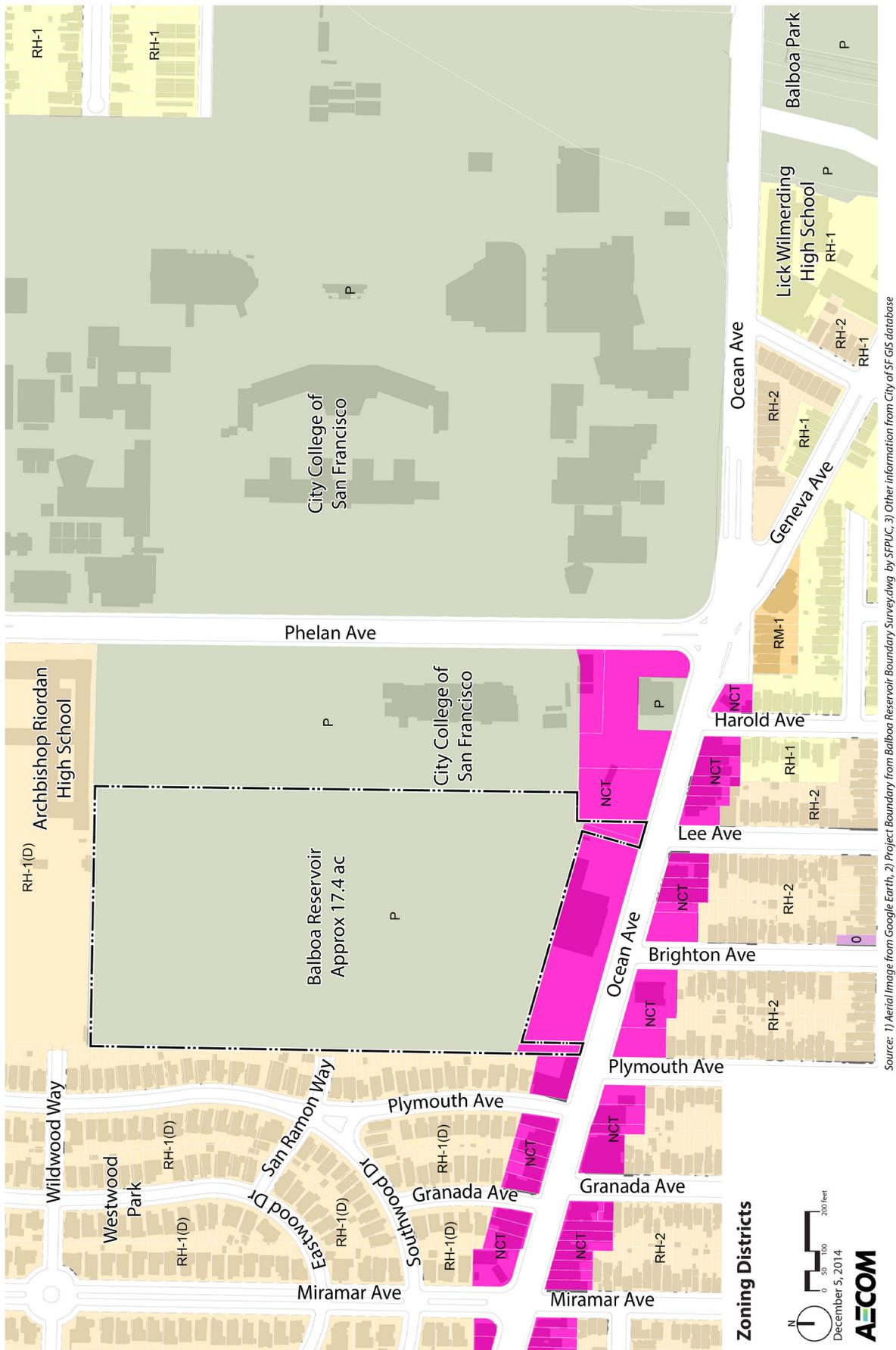
*Five-story Avalon Bay development along Ocean Avenue*

<sup>25</sup> San Francisco Zoning Code, Section 737.1.

<sup>26</sup> San Francisco Zoning Code, Section 244.1.

<sup>27</sup> San Francisco Zoning Code, Section 206.1.

FIGURE 18: ZONING DISTRICTS



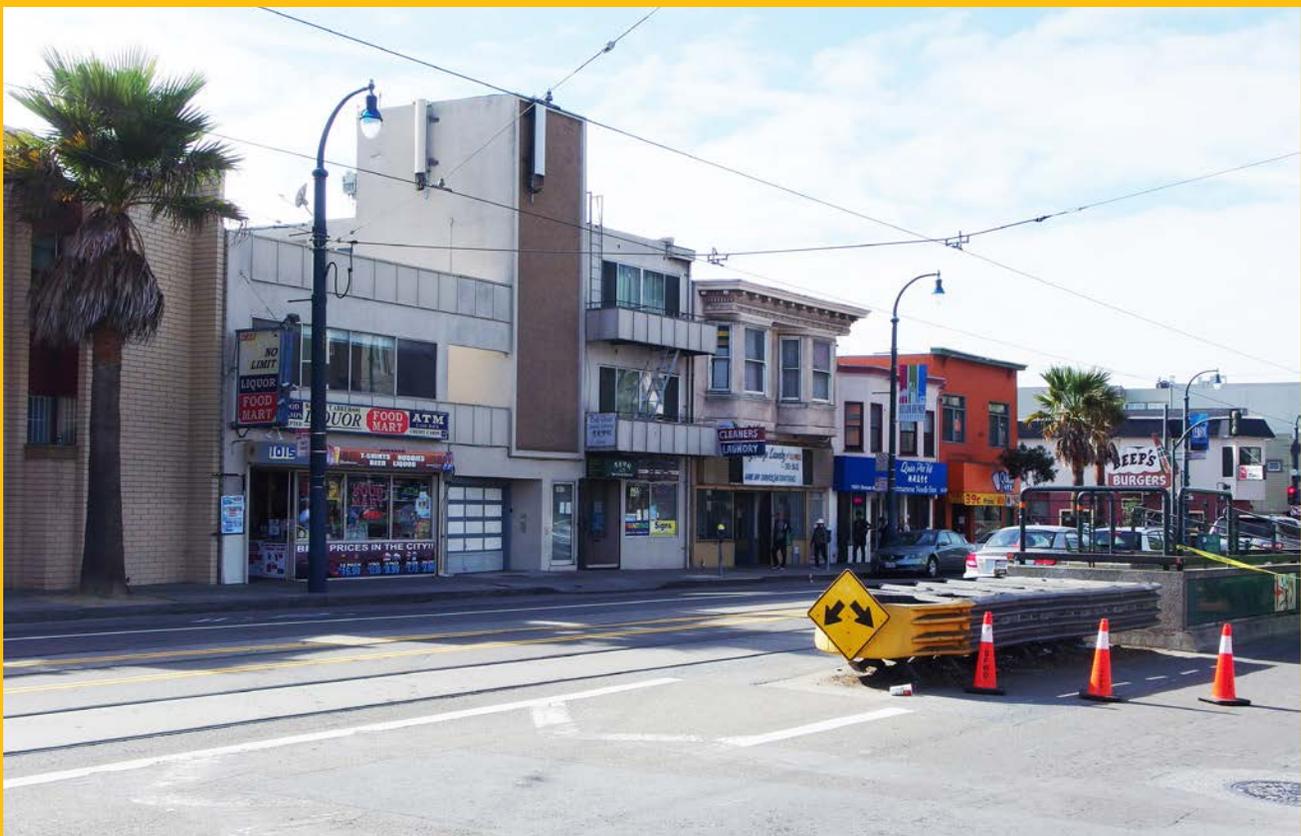
## Height and Bulk

Like much of the Balboa Park Station Area, Balboa Reservoir is in a 40-foot height district, meaning that project proponents can currently build structures to 40 feet. Along the Ocean Avenue Neighborhood Commercial Transit District, buildings are allowed up to 45 feet for the most part, except in the 55-foot zone along Ocean Avenue between Phelan and Plymouth Avenues. The parcels in this zone contain the recent Avalon Bay and Mercy Housing developments, both with ground-floor retail and four floors of residential above. The Westwood Park neighborhood directly west of Balboa Reservoir is in a 28-X zone. The City College parcels adjacent to Balboa Reservoir and adjacent to surrounding neighborhoods are limited to 65 feet in height. Most of the main campus east of Phelan Avenue has a height limit of 105 feet. These areas also have bulk controls that limit building dimensions at various height thresholds.

See Figure 19 for the height and bulk districts around Balboa Reservoir.

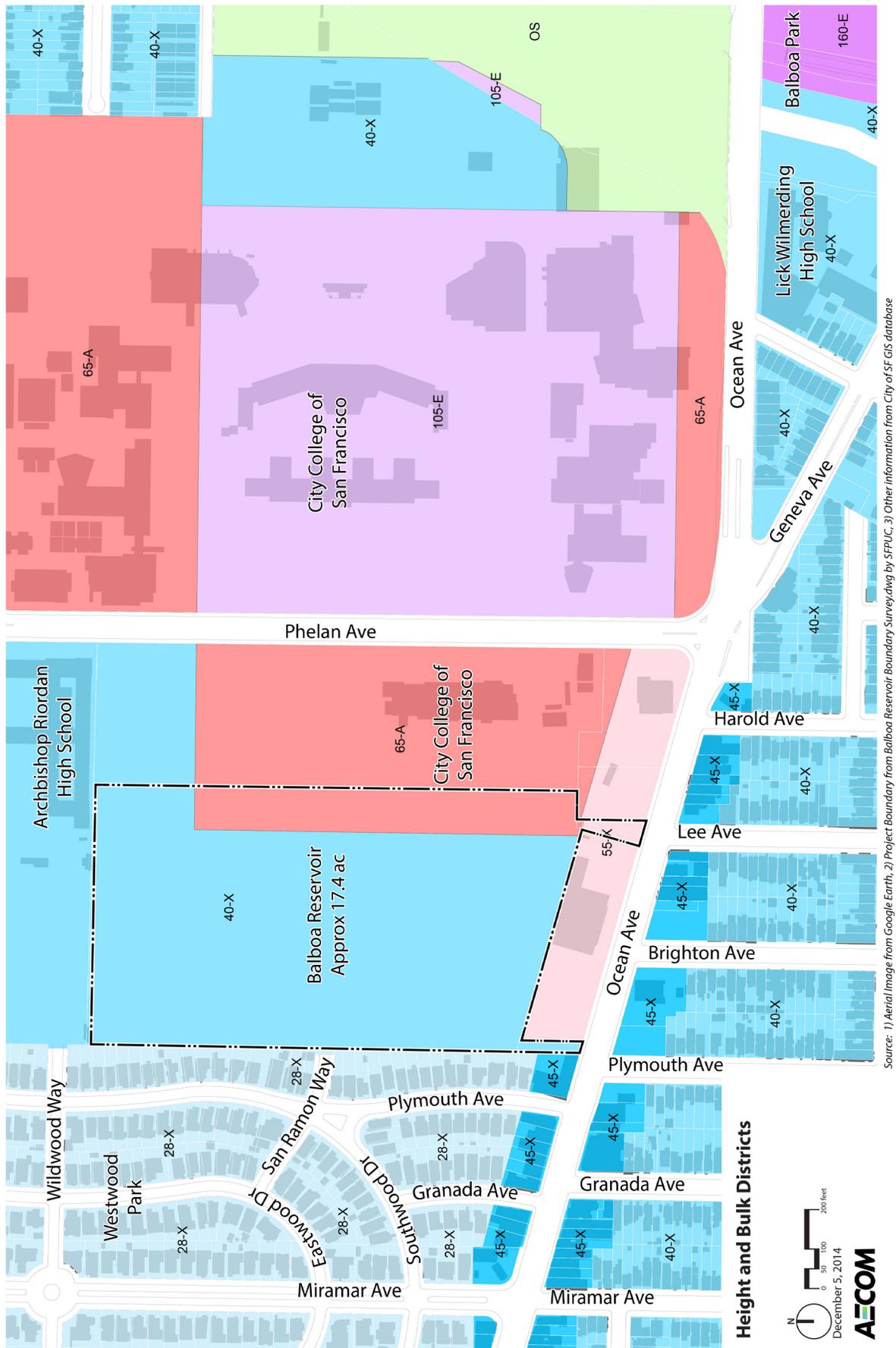


*City College is within the 106-E Height and Bulk district*



*Buildings within the Ocean Avenue Neighborhood Commercial Transit District have a maximum height of 45 feet*

FIGURE 19: HEIGHT AND BULK DISTRICTS



## CONCLUSIONS AND RECOMMENDATIONS

Balboa Reservoir presents an exciting potential opportunity site for development that could fulfill the objectives of the City's Public Sites Program by addressing housing shortages, and could provide financial returns to the City. After completing a preliminary review of existing conditions at Balboa Reservoir, the project team determined that the site presents the initial opportunities and constraints listed below. Note that opportunities and constraints related to transportation are summarized in the Transportation Analysis memorandum (Task 2), which is submitted concurrently with this study under separate cover. Figure 20 provides a visual interpretation of opportunities and constraints. The table on page 42 lists a summary of the opportunities and constraints provided in this section.

### Opportunities

From a development perspective, it is advantageous that the western portion of Balboa Reservoir is entirely owned by SFPUC. Balboa Reservoir itself is fairly large, thus allowing for increased flexibility when considering development opportunities. Given the size and shape of Balboa Reservoir, it could likely accommodate a neighborhood park or plaza in addition to housing and other uses. The park or plaza could be designed with a complementary open-space link to provide a physical connection to the Unity Plaza on Ocean Avenue, which is currently under construction.

The location of Balboa Reservoir is ideal from a transportation perspective. Given the proximity of BART, the K Ingleside, the 8X Bayshore Express, the 49 Van Ness–Mission, the 29 Sunset, and other transit lines, any future development occurring on Balboa Reservoir would be highly accessible by many transportation modes. Future residents of Balboa Reservoir could easily travel to any part of San Francisco and many parts of the Bay Area via BART, Muni, or other modes of transportation. See the Transportation Analysis memorandum for further discussion of transportation opportunities at Balboa Reservoir.

Ocean Avenue is becoming more attractive; appealing amenities such as the newly constructed Whole Foods Market have been added, and infill development has increased in the adjacent community. The growth surrounding Balboa Reservoir creates a favorable environment for housing and open space for a variety of families and household types. Background economic analysis indicate housing to be the highest and best use given low vacancy rates and increasing rents in the neighborhood, especially for new housing units.

Balboa Reservoir is located close to academic institutions of all levels: high schools, elementary schools, and City College. Families with children or students may find this

proximity appealing and support housing at Balboa Reservoir. Furthermore, the introduction of a variety of more units into the neighborhood would provide housing for a diversity of new residents.

The existing landforms on Balboa Reservoir provide an opportunity because of the volume of good soil fill material in the existing berms. This soil can be re-graded into a landform (such as stepped terraces) that could be well suited for new homes, streets, and parks. This is noteworthy because although the base of Balboa Reservoir is relatively flat, the boundaries or edges of the property range from flat to relatively steep. The soil available from the berms could be used to establish a smooth transition between the two via the creation of stepped terraces.

Utilities are well established in the Balboa Park neighborhood. Because the areas surrounding Balboa Reservoir are currently served by a water distribution network, a combined sewer system, power, and natural gas, one can assume that existing utility providers can also serve Balboa Reservoir.

Depending on the type of development that will occur on Balboa Reservoir, density bonuses may be available. In the Housing Element of the General Plan, a 25% density bonus is allowed on projects that provide 20% of units for lower income households or 50% of units for senior citizens.<sup>28</sup> Should either of these uses be considered for Balboa Reservoir, density bonuses may allow for more development options.

The Balboa Park Station Area Plan Final Environmental Impact Report (Balboa Park Plan FEIR) finds that the speculative development of 500 residential units on Balboa

<sup>28</sup> City and County of San Francisco. 1996. San Francisco General Plan, Housing Element, Policy 4.4. San Francisco, CA.

Reservoir would not result in significant land use impacts.<sup>29</sup> The Balboa Park Plan FEIR states that land use effects on Balboa Reservoir would minimally disrupt the established community because land use controls would be implemented to encourage transit-oriented development “for a more cohesive, livable neighborhood environment.”<sup>30</sup> Although any future proposed projects would require individual environmental review, development on Balboa Reservoir has received programmatic environmental clearance through the Balboa Park Plan FEIR.

## Constraints

In addition to the opportunities provided for potential development of Balboa Reservoir, there are some challenges to overcome. One challenge is the current zoning of Balboa Reservoir. Buildings under the current Public zoning restrictions are restricted to a maximum height of 40 feet. This limitation would not allow for a building of more than three stories; therefore, a zoning change would need to be requested for Balboa Reservoir.

Given the diversity of development surrounding Balboa Reservoir (City College, Archbishop Riordan High School, Westwood Park neighborhood), any new, large scale development may not initially be compatible with existing uses (perceived or otherwise). The design and layout of any new development should take extra care to ensure compatibility with the existing uses on all sides.

Completing the Lee Avenue Extension to improve access to Balboa Reservoir would involve placing the right-of-way for this road across a triangular parcel owned by SFPUC. Completing this road could be costly because of the engineering needed to accommodate the steep grade at the end of the Lee Avenue Extension. The result of this roadway not being available could result in the reduction in the number of housing units that could be accommodated on site due to limited roadway access. SFPUC may also need to move pipelines to accommodate the road extension. Any development proposed for the Balboa Reservoir must be aware of appropriate setback requirements for utilities owned

29 City and County of San Francisco. 2008 (December 4). Balboa Park Station Area Plan Final Environmental Impact Report. San Francisco Planning Department Case No. 2004.1059E, State Clearinghouse No. 2006072114. San Francisco, CA. Page 137.

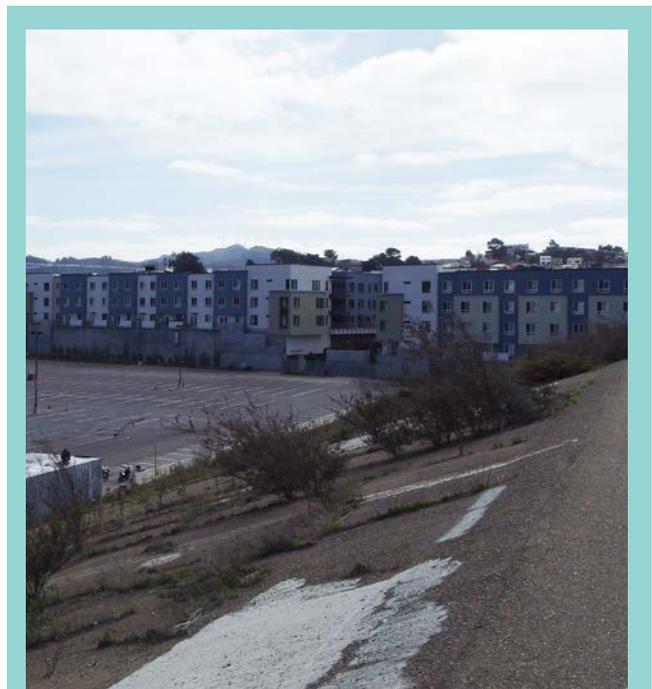
30 City and County of San Francisco. 2008 (December 4). Balboa Park Station Area Plan Final Environmental Impact Report. San Francisco Planning Department Case No. 2004.1059E, State Clearinghouse No. 2006072114. San Francisco, CA. Page 137.

or maintained by the SFPUC or other utility providers.

The existing landforms on-site do not exclude development opportunities but do limit them. In its current condition, Balboa Reservoir is bounded on three sides by earth berms, each with a slope exceeding 15%. These berms both limit access and, because of their land area, reduce the size of a cohesive development area.

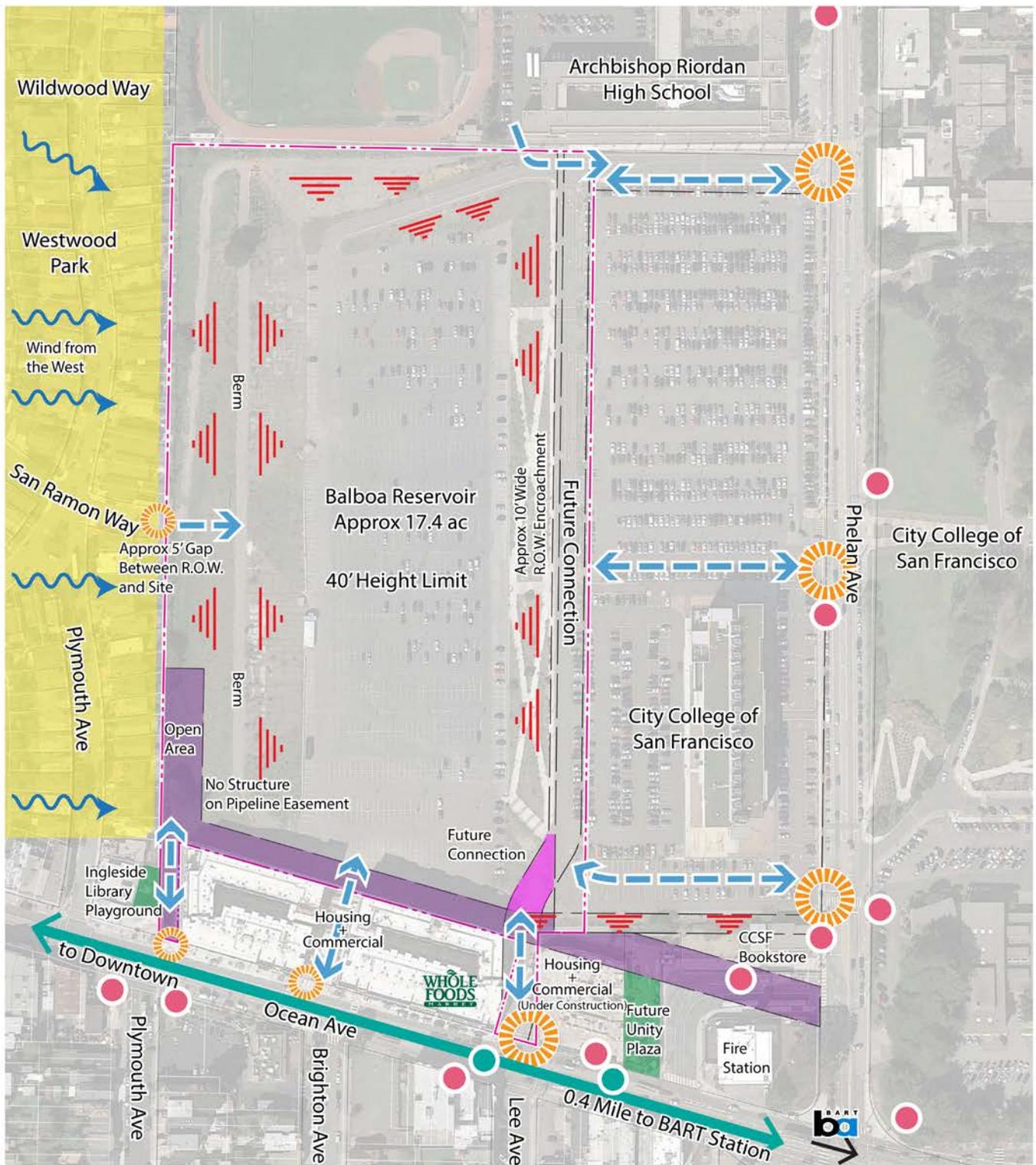
Because Balboa Reservoir has never been developed, infrastructure connections would need to be updated or created. Easements running along the southern edge of Balboa Reservoir limit the area available for new development, given that SFPUC prohibits structures on its infrastructure to protect it. The project team should meet with representatives from SFPUC and the San Francisco Department of Public Works’s Engineering Hydraulics Division to confirm whether the adjacent sewer infrastructure has adequate capacity and integrity to serve the potential development.

Lastly, retail real estate market conditions indicate only moderate demand for new retail space.



*There are steep berms on three sides of the Balboa Reservoir. The berms may limit the accessibility of Balboa Reservoir. However, the berms may also facilitate development because they provide soil fill material that may be re-graded.*

FIGURE 20: OPPORTUNITIES AND CONSTRAINTS



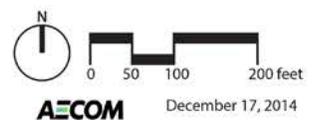
**Opportunities and Constraints**

**Legend**

- Westwood Park Neighborhood
- No Structure on Existing Pipelines
- Lee Avenue Connection
- Plaza / Open Space

- Bus Stops
- Muni Metro Stops
- Grade Change
- Potential Site Access Points (Ped, Bike, or Car)
- Potential Site Access (Ped, Bike, or Car)

Source: 1) Aerial Image from Google Earth  
 2) Project Boundary from Balboa Reservoir Boundary Survey.dwg by SFPUJ  
 3) Propose Easement Alignment based on "Proposed Easements Across City College Property.pdf" by SFPUJ on 11/21/2012  
 4) Other Information from City of SF GIS database



# OPPORTUNITIES AND CONSTRAINTS TABLE

TOPIC	POTENTIAL OPPORTUNITIES	POTENTIAL CONSTRAINTS
Urban Design	<ul style="list-style-type: none"> <li>The large size and rectangular shape of the Balboa Reservoir provides flexibility for site design</li> <li>New development on Balboa Reservoir would facilitate the creation of connections between City College, the Ocean Avenue Neighborhood Commercial Transit District, and surrounding neighborhoods.</li> </ul>	<ul style="list-style-type: none"> <li>Given the diversity of development surrounding Balboa Reservoir (City College, Archbishop Riordan High School, Westwood Park neighborhood), any new, large scale development may not initially be compatible with existing uses. The design and layout of any new development should take extra care to ensure compatibility with the existing uses on all sides.</li> </ul>
Land Use	<ul style="list-style-type: none"> <li>Given the size and shape of Balboa Reservoir, it could likely accommodate a neighborhood park or plaza in addition to housing and other uses.</li> <li>Recent development near the Balboa Reservoir on Ocean Avenue (resident serving uses like grocery stores and shops) would be complementary to proposed housing or mixed use development.</li> <li>The location of Balboa Reservoir is ideal from a transportation perspective (see Transportation Analysis Memo for more detail).</li> </ul>	<ul style="list-style-type: none"> <li>Completing the Lee Avenue Extension to improve access to Balboa Reservoir would involve placing the right-of-way for this road across a triangular parcel owned by SFPUC. Completing this road could be costly because of the engineering needed to accommodate the steep grade at the end of the Lee Avenue Extension. If this connection is not gained it could result in the reduction in the number of housing units that could be accommodated on site due to limited roadway access.</li> </ul>
Socio-Economics	<ul style="list-style-type: none"> <li>Balboa Reservoir is located close to academic institutions of all levels: high schools, elementary schools, and City College. Families with children or students may find this proximity appealing and support housing at Balboa Reservoir.</li> <li>The introduction of a variety of additional units into the neighborhood would provide housing for a cross-section of new residents.</li> </ul>	<ul style="list-style-type: none"> <li>Any new, large scale development may not initially be perceived by neighbors as compatible with existing uses.</li> </ul>
Physical	<ul style="list-style-type: none"> <li>The existing landforms on Balboa Reservoir provide an opportunity because of the volume of good soil fill material in the existing berms. This soil can be re-graded into a landform (such as stepped terraces) that could be well suited for new homes, streets, and parks. This is noteworthy because although the base of Balboa Reservoir is relatively flat, the boundaries or edges of the property range from flat to relatively steep. The soil available from the berms could be used to establish a smooth transition between the two via the creation of stepped terraces.</li> </ul>	<ul style="list-style-type: none"> <li>Berms are steep (15% slope); because of their size the berms limit the buildable land area and create potential site access issues.</li> </ul>
Real Estate	<ul style="list-style-type: none"> <li>Balboa Reservoir is one large parcel under SFPUC ownership; a single owner facilitates the development process.</li> <li>Background economic analysis indicate housing to be the highest and best use with low vacancy rates and increasing rents in the neighborhood; especially for new housing units.</li> </ul>	<ul style="list-style-type: none"> <li>Retail real estate market conditions indicate moderate demand for new retail space.</li> </ul>

TOPIC	POTENTIAL OPPORTUNITIES	POTENTIAL CONSTRAINTS
Utilities	<ul style="list-style-type: none"> <li>Public utilities already serve the areas surrounding the Balboa Reservoir; therefore it can be assumed that new development could also be served.</li> </ul>	<ul style="list-style-type: none"> <li>Because Balboa Reservoir has never been developed, infrastructure connections would need to be updated or created.</li> <li>Development cannot occur on existing infrastructure easements.</li> <li>SFPUC may need to move pipelines to accommodate the Lee Avenue Extension. Any development proposed for the Balboa Reservoir must be aware of appropriate setback requirements for utilities owned or maintained by the SFPUC or other utility providers.</li> </ul>
Policy / Zoning	<ul style="list-style-type: none"> <li>The Balboa Park Plan FEIR finds that the speculative development of 500 residential units on Balboa Reservoir would not result in significant land use impacts. Development on Balboa Reservoir has received programmatic environmental clearance through the Balboa Park Plan FEIR.</li> <li>Depending on the type of development that will occur on Balboa Reservoir, density bonuses may be available. In the Housing Element of the General Plan, a 25% density bonus is allowed on projects that provide 20% of units for lower income households or 50% of units for senior citizens.</li> </ul>	<ul style="list-style-type: none"> <li>'Public' zoning restricts the height of development to 40 feet; therefore a zoning change would be needed to facilitate development of more than 3 stories.</li> <li>Future proposed projects would require individual environmental review.</li> </ul>

## NEXT STEPS

This memorandum represents the deliverable for Task 1, "Review Planning Context," of AECOM's scope of work.

The memorandum for Task 2, "Transportation Analysis," is being submitted concurrently under separate cover. Assumptions are being made to inform next steps in developing land use and urban design concept alternatives for Balboa Reservoir and holding public workshops.



APPENDICES





**Appendix A: Balboa Reservoir Easements**

Appendix Number	Document Date	Document Title	Description	San Francisco Assessor-Recorder Document Number	Board of Supervisors' Resolution Number	Notes
<b>A1</b>	May 17, 2012	Termination of Easements	City College and the City and County of San Francisco (CCSF) terminated: (1) CCSF Grant of Easement to City College recorded on October 15, 1992 (2) City College Grant of Pipeline Easement to CCSF recorded on October 15, 1992	2012-J414054 F223284 F223285	File No. 110771, Resolution No. 304-11	
<b>A2</b>	May 17, 2012	Quitclaim Deed (Portion of Block 3180, Lot 1)	CCSF quitclaimed 6.21 acres of Block 3180, Lot 1 to City College (eastern portion of the north basin retained in 1992)	2012-J414055	File No. 110771, Resolution No. 304-11	<ul style="list-style-type: none"> <li>As part of this transfer, City College agreed to reimburse the SFPUC for 50% of the total costs to install any reinforcement improvements in the event that the SFPUC decided to use its adjacent property as a water storage reservoir.</li> </ul>
<b>A3</b>	May 17, 2012	Quitclaim Deed (Portion of Block 3180, Lot 1)	CCSF quitclaimed the Bookstore Property (5,835 sq. ft.) to City College	2012-J414056	File No. 110771, Resolution No. 304-11	
<b>A4</b>	May 17, 2012	Quitclaim Deed (Portion of Block 3180, Lot 1)	City College quitclaimed 6.60 acres of Block 3180, Lot 001 to CCSF	2012-J414057	File No. 110771, Resolution No. 304-11	
<b>A5</b>	May 17, 2012	Access Easement Agreement (Portion of Block 3180, Lot 001)	City College granted CCSF a 60' access easement over the City College property (running east/west on the northern edge); CCSF granted City College a 50' access easement over the CCSF property (running north/south on the eastern edge)	2012-J414058	File No. 110771, Resolution No. 304-11	<ul style="list-style-type: none"> <li>As part of this agreement, SFPUC and City College recorded an Access Easement Agreement where the parties granted reciprocal access over their respective property for the "construction, use, operation, maintenance, and repair of an accessway with two (2) sidewalks" (Access Agreement 2012-J414058)</li> <li>This agreement calls for City College to connect the accessway to Lee Avenue. Completion of the Lee Avenue Extension will require substantial funding in light of the steep grade and possible need to relocate underlying water distribution pipelines (Refer to Utilities and Infrastructure text).</li> </ul>
<b>A6</b>	May 17, 2012	Pipeline Easement Agreement (Portion of Block 3180, Lot 001)	City College granted CCSF a pipeline easement across the southwest corner of the Bookstore Property	2012-J414494	File No. 110771, Resolution No. 304-11	<ul style="list-style-type: none"> <li>The pipelines also continue to the south of the City College property through pipeline easements. One pipeline easement runs through the Mercy Housing property to the north of Ocean Avenue, which Mercy Housing acquired in a series of transactions that first began in 2010 with the City's transfer of the Mercy Housing property to the former Redevelopment Agency. Another SFPUC pipeline easement occurs through a portion of the City College bookstore property. This occurred concurrently with the bookstore property transfer, when City College granted SFPUC a water pipeline easement over the southwestern portion of the bookstore property transferred to City College. The SFPUC pipelines also run through the subsurface of the Phelan Loop parallel to Ocean Avenue on property which the SFMTA owns. In an agreement between the Municipal Transit Authority (MTA) and the SFPUC, MTA agreed to allow the 60-foot wide pipeline easement running parallel to Ocean Avenue.</li> </ul>

Source: SFPUC

APPENDIX A1



Free Recording Requested Pursuant to  
Government Code Section 27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

with a copy to:

Peter Goldstein  
Vice Chancellor of Finance and Administration  
San Francisco Community College District  
33 Gough Street  
San Francisco, CA 94103

WE HEREBY CERTIFY THAT THIS IS FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
DOCUMENT AS THE SAME APPEARS IN THE  
OFFICE OF THE COUNTY RECORDER OF  
San Francisco COUNTY, STATE OF  
CA RECORDED ON 5/17/12  
IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS  
AT PAGE \_\_\_\_\_ SERIAL NO. 20123414054  
CHICAGO TITLE INSURANCE COMPANY  
By Jeff M Bellman

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

### TERMINATION OF EASEMENTS

THIS TERMINATION OF EASEMENTS (this "**Termination**"), dated as of MAY 17, 2012, is by and between SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code ("**College**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**").

1. College and City entered into that certain Grant of Easement, which was recorded in the Official Records of San Francisco County on October 15, 1992, as Document No. F223284, pursuant to which City granted an air rights easement to College (the "**Air Rights Easement**"), which encumbers certain property owned by City and located in the City and County of San Francisco, California, as further described on the attached Exhibit A ("**Parcel 1**").
2. College and City additionally entered into that certain Grant of Easement, which was recorded in the Official Records of San Francisco County on October 15, 1992, as Document No. F223285, pursuant to which College granted a pipeline easement to City (the "**1992 Pipeline Easement**"), which encumbers certain property owned by College and located in the City and County of San Francisco, California, as further described on the attached Exhibit B ("**Parcel 2**").
3. College and City hereby agree to terminate the Air Rights Easement and the 1992 Pipeline Easement (together, the "**Easements**"), and shall take all actions reasonably necessary to remove the Easements from encumbering or affecting Parcel 1 or Parcel 2 in any way.
4. The purpose of this Termination is to give notice of such termination of the Easements and shall be binding upon, and shall inure to the benefit of, City and College, and their respective legal representatives, successors and assigns.
5. This Termination may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first written above.

**COLLEGE:**

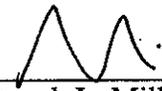
**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT**, an institution of higher education organized under the State of California Education Code

By:   
Peter Goldstein  
Vice Chancellor of Finance and Administration

Date: 4/2/12

APPROVED AS TO FORM:

SHUTE, MIHALY & WEINBERGER LLP

By:   
Deborah L. Miller

**CITY:**

**CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation

By: \_\_\_\_\_  
John Updike  
Acting Director of Property

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

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Carol Wong, Deputy City Attorney

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first written above.

**COLLEGE:**

**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT**, an institution of higher education organized under the State of California Education Code

By: \_\_\_\_\_  
Peter Goldstein  
Vice Chancellor of Finance and Administration

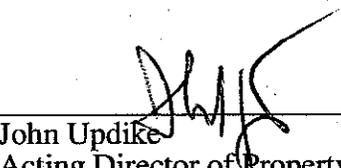
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
SHUTE, MIHALY & WEINBERGER LLP

By: \_\_\_\_\_  
Deborah L. Miller

**CITY:**

**CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation

By: \_\_\_\_\_  
  
John Updike  
Acting Director of Property

Date: 4/27/2012

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

By: \_\_\_\_\_  
  
Carol Wong, Deputy City Attorney

State of California )  
County of San Francisco )

On April 20, 2012, before me, Jeanne Cain Freed, Notary Public, personally appeared Peter Goldstein, 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 Jeanne Cain Freed (Seal)



State of California )  
 )  
County of San Francisco )

On April 27<sup>th</sup>, 2012, before me, CHRISTINE M. SILVA, a notary public in and for said State, personally appeared JOHN UPDIKE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *Christine M. Silva* (Seal)



**Exhibit A**

**Parcel 1**

*[see attached]*

All that real property situated in the City and County of San Francisco, State of California, described as follows:

ALL that certain property within Parcel 22 as shown in that certain deed from Spring Valley Water Company, to City and County of San Francisco recorded March 3, 1930 in Book 2002, Page 1 of Official Records, described as follows:

A tract of land bounded on the southerly side by the northerly line of Ocean Avenue, on the easterly side by the westerly line of Phelan Avenue and on the northerly and westerly sides by the subdivision known as Westwood Park, said tract being described as follows:

COMMENCING at the point of intersection of the northeasterly line of Ocean Avenue with the easterly line of that portion of Plymouth Avenue which lies south of Ocean Avenue, if said easterly line be extended northerly along its present course, and running thence southeasterly along said northeasterly line of Ocean Avenue 592.788 feet; thence at an angle of  $0^{\circ}26'04''$  to the left 318.374 feet; thence along the northeasterly line of Ocean Avenue, as formerly laid out, at an angle of  $20^{\circ}4'$  to the right 152.757 feet; thence at an angle of  $55^{\circ}22'45''$  to the right 34.017 feet; thence at an angle of  $89^{\circ}59'33''$  to the left 25.591 feet; thence leaving the line of Ocean Avenue, as formerly laid out, and running northerly at an angle of  $90^{\circ}24'30''$  to the left 33.527 feet to the intersection of the northeasterly line of Ocean Avenue as now laid out, with the westerly line of Phelan Avenue; thence northerly 1954.893 feet along the westerly line of Phelan Avenue, thence westerly at an angle of  $89^{\circ}38'42''$  to the left 1019.46 feet; and thence at right angles southerly along the easterly line of Plymouth Avenue, if produced as aforesaid, 1633.504 feet to the northeasterly line of Ocean Avenue and the point of commencement.

EXCEPTING THEREFROM, all that certain property within the map entitled "Map Showing the Opening of the Northeast and Northwest corners of Ocean and Phelan Avenues" filed for record on April 19, 1937 in Book N of Maps at page 31.

FURTHER EXCEPTING THEREFROM, all that certain property within the map entitled, "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed for record on February 15, 1954 in Book R of Maps, at page 56.

FURTHER EXCEPTING THEREFROM, all that certain property described in the deed from the City and County of San Francisco to the Roman Catholic Archbishop of San Francisco recorded June 14, 1933 in Book 2512, Page 415, Official Records.

FURTHER EXCEPTING THEREFROM, all that certain property described in the deed from the City and County of San Francisco to Safeway Stores Incorporated, a corporation recorded June 2, 1954 in Book 6386, Page 412, Official Records.

FURTHER EXCEPTING THEREFROM, all that certain property described in the deed from the City and County of San Francisco to San Francisco Community College District, a public entity recorded October 19, 1992 in Book F734, Page 746, Official Records.

Being a portion of Assessor's Block 3180, Lot 1.

**Exhibit B**

**Parcel 2**

*[see attached]*

All that certain property within the City and County of San Francisco, described  
as follows:

**COMMENCING** at the point of intersection of the northeasterly line of Ocean Avenue with the easterly line of that portion of Plymouth Avenue which lies south of Ocean Avenue if said easterly line be extended northerly along its present course, said line bearing N 00° 24' 00"W and being the basis of bearings for this description; thence proceeding northerly along said northerly extension of said easterly line of Plymouth Avenue, a distant of 155.32 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence S 75° 21' 56" E a distance of 584.33 feet along a line parallel with and distant 150 feet northerly of the northeasterly line of Ocean Avenue;

Thence N 14° 38' 04" E a distance of 13.86 feet

Thence N 89° 01' 17" E a distance of 460.15 feet to the westerly line of Phelan Avenue; Thence N 00° 39' 51" W a distance of 512.45 feet to the westerly line of Phelan Avenue; Thence S 88° 35' 39" W a distance of 917.58 feet;

Thence S 01° 24' 21" E a distance of 100 feet;

Thence S 89° 36' 00" W a distance of 110.00 feet to a point on said easterly line of Plymouth Avenue Extended;

Thence S 00° 24' 00" E a distance of 262.81 feet along said easterly line of Plymouth Avenue Extended to the **TRUE POINT OF BEGINNING**

APN: Lot 1 Block 3180

APPENDIX A2



Free Recording Requested Pursuant to  
Government Code Section 27383

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Peter Goldstein  
Vice Chancellor of Finance and Administration  
San Francisco Community College District  
33 Gough Street  
San Francisco, CA 94103

Documentary Transfer Tax of \$0 based on full value of  
the property conveyed (CA Rev. & Tax Code § 11922  
and S.F. Bus. & Tax Reg. Code § 1105)

WE HEREBY CERTIFY THAT THIS IS FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
DOCUMENT AS THE SAME APPEARS IN THE  
OFFICE OF THE COUNTY RECORDER OF  
SAN FRANCISCO COUNTY, STATE OF  
CA RECORDED ON 5/17/12  
IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS  
AT PAGE \_\_\_\_\_ SERIAL NO. 20125414055  
CHICAGO TITLE INSURANCE COMPANY  
By Jeff Bellman

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

**QUITCLAIM DEED**  
(Portion of Block 3180, Lot 1)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), pursuant to Resolution No. 304-11, adopted by the Board of Supervisors on July 19, 2011, and approved by the Mayor on July 20, 2011, hereby RELEASES, REMISES AND QUITCLAIMS to SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code ("**Grantee**"), any and all right, title and interest City may have in and to the real property located in the City and County of San Francisco, State of California, described on the attached Exhibit A (the "**East Property**"), subject to the following continuing restrictions and obligations:

1. Grantee and all future owners of the East Property shall (i) use the East Property only for educational purposes or other uses that are permitted for a property located within a "Public Use District", also known as a "P District", under the City and County of San Francisco Planning Code, as amended from time to time (the "**Public Use Restriction**"), (ii) maintain a minimum building setback of twenty feet (20') along the western boundary of the East Property, and (iii) prevent the dumping, release or other disposal of landfill, refuse, pesticides, hazardous materials or any other material in, on, or under the East Property that could impact or pose a hazard to any water storage, processing or distribution activities at the property described on the attached Exhibit B (the "**City Property**"), and to immediately notify City if Grantee learns of, or has reason to believe, that there has been a release of any such materials on any portion of the East Property.

2. Grantee acknowledges that City may elect to use all or any portion of the City Property as a water storage reservoir and, in such event, it will be the mutual interest of the owner of the East Property and the owner of the City Property to have sufficient reinforcements at the shared boundary of the East Property and the City Property. If City makes such election, City shall provide Grantee with no less than thirty (30) months prior written notice of such election, and Grantee (or the then owner of the East Property at such time) shall reimburse City fifty percent (50%) of the total costs incurred by City (the "**Reinforcement Costs**") to install or construct any underground, surface and/or above-ground reinforcement improvements (the "**Reinforcement Improvements**") on the City Property, at the boundary of the City Property and the East Property, that City deems reasonably necessary to address public safety concerns that would be posed, or to provide subjacent and lateral support to the East Property that would be needed, if any or all of the City Property were used as a water storage reservoir.

City shall notify Grantee of its intent to construct the Reinforcement Improvements at least thirty (30) months prior to commencing to construct the Reinforcement Improvements. City shall provide Grantee with a copy of City's preliminary design drawings, construction plans and specifications for the Reinforcement Improvements (the "**Draft Plans**") at least six (6) months prior to finalizing the Draft Plans. Grantee shall have the right provide comments to the Draft Plans, but City's right to construct the Reinforcement Improvements shall not be subject to Grantee's approval of the Draft Plans. City shall provide Grantee with a copy of the final design drawings, construction plans and specifications for the Reinforcement Improvements, together with City's reasonable estimate of the Reinforcement Costs that will be incurred by City pursuant to such final drawings, plans and specifications (the "**Projected Reinforcement Costs**") prior to, or at the time of, commencing the construction of the Reinforcement Improvements.

Grantee agrees to reimburse to City fifty percent (50%) of the Reinforcement Costs within one hundred twenty (120) days' of receiving City's request therefor, which request shall be accompanied with documentation of such costs; provided, however, that if the total Reimbursement Costs exceed the Projected Reinforcement Costs, City shall provide Grantee with written notice of such excess amount at least three (3) months prior to submitting its one hundred twenty (120) day reimbursement request to Grantee therefor.

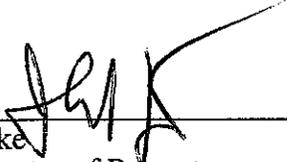
Grantee's agreement to the obligations of Grantee or any future owner of the East Property pursuant to this Section is partial consideration for City's agreement to transfer the East Property to Grantee.

3. If any improvements are constructed on the East Property, Grantee and all future owners of the East Property shall comply with the stormwater mitigation requirements described on the attached Exhibit C.

4. The rights and obligations of Grantee and City specified in this Quitclaim Deed and its exhibits shall run with the land and shall bind and inure to the benefit of the successors and assigns of the parties hereto.

Executed as of ~~April 27, 2012~~  
MAY 17, 2012

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By:   
John Updike  
Acting Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:   
Carol Wong, Deputy City Attorney

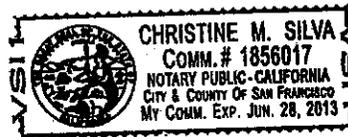
State of California )  
County of San Francisco )

On April 27, 2012, before me, CHRISTINE M. SILVA, a notary public in and for said State, personally appeared JOHN UPDIKE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

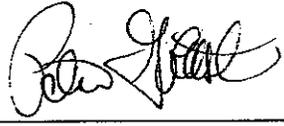
Signature Christine M. Silva (Seal)



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this deed dated MAY 17, 2012 from the first part to the San Francisco Community College District, is hereby accepted pursuant to San Francisco Community College District Board of Trustees Resolution No. 081120-W1 (adopted November 20, 2008) and Resolution No. 081218-W1 (adopted December 18, 2008), and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 5/17/12

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

Peter Goldstein

Vice Chancellor of Finance and Administration

**Exhibit A**

**Legal Description of East Property**

*[see attached]*

**LEGAL DESCRIPTION**  
**OF**  
**TRANSFER PARCEL (CITY to SFCCD)**

All that real property situated in the City and County of San Francisco, State of California.

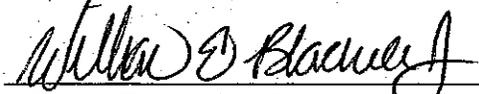
A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, more particularly described as follows:

**BEGINNING** at the southeast corner of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, said corner also being on the westerly of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along the southerly line of said parcel South  $89^{\circ} 36' 00''$  West 366.02 feet, more or less, to a point westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from the westerly line of Phelan Avenue South  $00^{\circ} 40' 45''$  East 706.19 feet to the northerly line of that parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records ; thence along said northerly line North  $88^{\circ} 35' 39''$  East 366.05 feet to said westerly line of Phelan Avenue; thence northerly along said westerly line North  $00^{\circ} 40' 45''$  West 699.76 feet to the **POINT OF BEGINNING**.

Containing an area of 5.91 acres, more or less.

Being a portion of Assessor's Block 3180, lot 1

This real property description was prepared by me, or under my direction in conformance with the Land Surveyors Act.



William E. Blackwell Jr.  
Survey Associate

P.L.S. No. 8251

Dated

4.24.2012

City and County of San Francisco, Ca.



## Exhibit B

### Legal Description of City Property

All that real property situate in the City and County of San Francisco, State of California, described as follows:

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, also being a portion of that certain parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records, more particularly described as follows:

**BEGINNING** at a point on the southerly line of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, from which the southeasterly corner of said Parcel bears North 89°36'00" East, 366.02 feet distant; said corner also being on the westerly line of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along said southerly line of said parcel

1. South 89° 36' 00" West 656.18 feet, to the southwest corner of said parcel, said corner also being the northwest corner of said Parcel 22; thence southerly along the westerly line of last said Parcel
2. South 00°24' 00" East, 1078.75 feet to a point, from which the southwest corner of said Parcel 22, said point also being on the northerly line of Ocean Avenue (80.00 feet wide), bears South 00°24'00" East, 155.32 feet distant; thence leaving the line of said Parcel 22 and along the southerly line of said parcel described in said deed from the City and County of San Francisco to the San Francisco Community College District
3. South 75°22'33" East 584.33 feet; thence
4. North 14°38'04" East 13.86 feet; thence
5. North 89°01'17" East 94.17 feet to a point westerly 366.02 feet perpendicularly distant from the westerly line of said Phelan Avenue; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue
6. North 00°40'45" West 1215.91 feet to the **POINT OF BEGINNING.**

Being a portion of Assessor's Block 3180, lot 1

Containing an area of 17.60 acres, more or less.

## Exhibit C

### **Stormwater Mitigation Work**

Prior to constructing or installing any improvement on or at the East Property or substantially modifying any existing improvement on or at the East Property (each, a "**Proposed Improvement**"), Grantee shall (i) comply with the matters specified in this Exhibit (the "**Specified Requirements**"), (ii) comply with the sewer, stormwater control and water conservation requirements that would be applicable to any non-governmental party if it were to construct or install the Proposed Improvement on or at privately-owned property (the "**Additional Requirements**"), and (iii) obtain from the San Francisco Public Utilities Commission ("PUC") of the City and County of San Francisco ("**City**") any water connection permit that would be required under PUC's regulations and rules, and any sewer connection permit that would be required under the San Francisco Public Works Code, if such Proposed Improvement were to be constructed by a non-governmental party (each, a "**Connection Permit**", and together, the "**Connection Permits**").

1. Demonstration of Requirement Compliance. Grantee shall not construct or install any Proposed Improvement without first demonstrating, to the reasonable satisfaction of the PUC, that such Proposed Improvement will comply with the Specified Requirements and the Additional Requirements. To make such demonstration, Grantee shall deliver a written request describing the Proposed Improvement to PUC and a copy of the following items:

(a) A vicinity map showing the location for the Proposed Improvement and the connections to the City's existing sewerage system that would be used for such Proposed Improvement.

(b) A site plan of the Proposed Improvement, including the proposed City sewerage system connections that would be used for the Proposed Improvement, showing the names of the cross streets, dimensions for street widths and sidewalks, street grade elevations, and location of the then-existing City sewer lines.

(c) A plan view of the lowest floor of the Proposed Improvement, showing the relevant elevations and including any patios, decks, courtyards, and parking lots, if applicable.

(d) A profile view of the Proposed Improvement, showing the number of floors and elevations.

(e) A plan view of the proposed sewer and water laterals that would be associated with such Proposed Improvement from the East Property to the then-existing City mains, showing the locations and sizes.

(f) Cross sections of proposed sewer and water laterals that would be associated with such Proposed Improvement from the East Property to the City mains, showing the street elevation, building floor elevation, sewer slope, size, and inverts and for the proposed lateral installation and connection to the then-existing City mains.

(g) Plumbing plans for the bottom and first floor drainage for the Proposed Improvement that show the locations of gravity lines, sewage pumps, backflow prevention units, force mains, including the flow rates and location of the toilets, sinks, showers, floor drains, and other drainage fixtures.

(h) The storm drainage and grading plan for any parking lot, open areas, and roofs included as part of the Proposed Improvement, showing drainage facilities, connection to City sewer system, and flow rates.

(i) Documentation demonstrating that the Proposed Improvement would result in the reduction (the "**Landscape Water Reduction**") in the use of potable water for the landscaping for the Proposed Improvement required to qualify for LEED (as defined in Section 5 below) Water Efficiency Credit 1.1.

(j) Documentation demonstrating that any Proposed Improvement would result in a reduction of the use of potable water (the "**Potable Water Reduction**") of no less than (i) twenty percent (20%) less potable water than the water use baseline calculated for the Proposed Improvement (excluding irrigation) after meeting the fixture performance requirements in the Energy Policy Act of 1992, if such documentation is submitted to PUC for review prior to January 1, 2011, (ii) thirty percent (30%) less potable water than the water use baseline calculated for the Proposed Improvement (excluding irrigation) after meeting the fixture performance requirements in the Energy Policy Act of 1992, if such documentation is submitted to PUC for review after to January 1, 2011, or (iii) any more stringent requirement necessary to qualify for LEED Water Efficiency Credits 3.1 or 3.2.

2. Discharge Permit and State Permit. At least ninety (90) days prior to commencing to construct or install any Proposed Improvement, Grantee shall deliver to PUC (a) evidence of Grantee's coverage for such Proposed Improvement to the extent required by the State of California under its construction stormwater management regulations, as specified in California State Water Resources Control Board Order 99-08-DWQ (National Pollutant Discharge Elimination System General Permit For Storm Water Discharges Associated With Construction Activity), as may be amended or superceded from time to time (the "**State Permit**"), (b) a copy of an application filed by Grantee with the PUC, acting in its regulatory capacity, for a discharge permit (a "**Discharge Permit**") for such Proposed Improvement in accordance with the requirements of Article 4.1 of the San Francisco Public Works Code, as may be amended from time to time, or any similar requirements promulgated by the City and applicable to a non-governmental party constructing or installing any similar improvement, and (c) evidence that Grantee has paid City, acting in its regulatory capacity, the required water and wastewater capacity charges required as part of the application processes for the Connection Permits and the Discharge Permit and any other rates and fees that would then be applicable to any non-governmental party constructing or installing a similar improvement on non-governmental property located in San Francisco, California.

Grantee acknowledges that PUC's review of any application submitted by Grantee for a Discharge Permit shall be pursuant to City's regulatory capacity and PUC's decision to issue or deny a requested Discharge Permit shall be made in City's sole discretion, subject to all regulatory terms and criteria (if any) that would apply if PUC were making such decision for a similar Discharge Permit requested by a non-governmental party. PUC's determination that a Proposed Improvement complies with the Specified Requirements and/or Additional Requirements shall not affect PUC's regulatory decision to issue or deny a Discharge Permit application for a Proposed Improvement.

3. Proposed Improvement Stormwater Management.

(a) Any Proposed Improvement shall be designed to (i) capture or detain at least eighty percent (80%) of the annual runoff volume from the Proposed Improvement, based on a unit basin storage volume, (ii) ensure that a minimum of twenty-five percent (25%) of the surface of the setback area for the Proposed Improvement is pervious, (iii) reuse stormwater on-site, to the extent commercially feasible, (iv) have stormwater management controls required to qualify for LEED Sustainable Sites Credits 6.1 and 6.2.

(b) The drainage plan design for each Proposed Improvement shall (i) use elevations related to the City's datum of 8.61 feet above the sea level, or as otherwise modified by the City, (ii) design all proposed drainage elevations in accordance with the official grade elevations then

in use by the City, and (iii) make all proposed sanitary and storm flow calculations in compliance with the criteria set forth in the City's subdivision regulations, or other similar criteria otherwise approved of by PUC.

(c) All Proposed Improvement sewer and water connections shall comply with San Francisco Public Works Code sewer connection requirements and all water supply connections must comply with all PUC regulations regarding water use in effect at the time as the connection applications are deemed complete by the PUC. Grantee shall not complete any sewer connections or water supply connections for a Proposed Improvement prior to issuance, if any, of a Connection Permit issued by the PUC, acting in its regulatory capacity, for such Proposed Improvement. Grantee shall pay City, acting in its regulatory capacity, any fees required to apply for such Connection Permit.

Grantee acknowledges that PUC's review of any application submitted by Grantee for a Connection Permit shall be pursuant to City's regulatory capacity, and PUC's decision to issue or deny a requested Connection Permit shall be made in its sole discretion subject to all regulatory terms and criteria (if any) that would apply if PUC were making such decision for a similar Connection Permit requested by a non-governmental party. PUC's determination that a Proposed Improvement complies with the Specified Requirements and/or Additional Requirements shall not affect PUC's regulatory decision to issue or deny a Connection Permit application for such Proposed Improvement.

4. Operation of Constructed Proposed Improvement. If any Proposed Improvement is constructed, Grantee shall operate it in a manner that meets the anticipated Landscape Water Reduction and Potable Water Reduction for such Proposed Improvement and shall comply with the requirements of any Connection Permit, State Permit, or Discharge Permit issued for such Proposed Improvement and pay all fees or charges required under such permits.

5. LEED Standards. "LEED" shall mean Version 2.2 of the Leadership in Energy and Environment Design certification system for new construction and major renovations ("LEED") developed by the United States Green Building Council, Inc., a Washington, D.C. nonprofit corporation ("USGBC"), dated October 2005, as may be later modified or replaced by the USGBC. In reviewing any Proposed Improvement, the PUC may, in its sole discretion, elect to replace any LEED requirement specified in this Exhibit with a comparable equivalent rating system.

6. Consents and Approvals. Any approvals or consents of City or PUC required under this Exhibit may be given by the General Manager of PUC or any other person so designated by PUC in writing, unless otherwise provided in the City's Charter or applicable City ordinances.

7. Notices. Any notice made pursuant to this Exhibit shall be in writing and shall be deemed to be delivered upon (i) personal delivery, or the day the addressee refuses to accept such delivery, (ii) one (1) business day after being deposited with a reliable overnight courier service, or (iii) two (2) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Grantee:

Vice Chancellor of Finance and Administration  
San Francisco Community College District  
33 Gough Street  
San Francisco, CA 94103  
Facsimile: (415) 241-2344

If to City:

General Manager  
San Francisco Public Utilities Commission  
1155 Market Street, 11<sup>th</sup> Floor  
San Francisco, CA 94102  
Facsimile: (415) 554-3161

With a copy to:

Real Estate Director  
San Francisco Public Utilities Commission  
1145 Market Street, 7<sup>th</sup> Floor  
San Francisco, CA 94102  
Facsimile: (415) 487-5200

For the convenience of the parties, copies of any such notice may also be given by facsimile, but a neither party may give official or binding notice by facsimile and the effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a facsimile copy of the notice. Any mailing address or facsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. If delivery of any notice given hereunder is rejected, such notice shall be deemed to have been made on the attempted delivery date.

8. Definitions. Any undefined, initially-capitalized terms used in this Exhibit shall have the meanings given to them in the quitclaim deed to which it is attached.

9. Conflict Between Specified Requirements and Additional Requirements. If there is any conflict between the Specified Requirements and any existing Additional Requirements existing at the time of any proposed improvements, the then-existing Additional Requirements shall control.

1 [Jurisdictional Transfer and Exchange of City Property - Ocean Avenue and Phelan Avenue]

2  
3 Resolution 1) approving the jurisdictional transfer of an approximately 5,835 square foot  
4 portion of City property located near Ocean Avenue and Phelan Avenue under the  
5 jurisdiction of the San Francisco Public Utilities Commission with an approximately 6,264  
6 square foot portion of adjacent City property under the jurisdiction of the San Francisco  
7 Municipal Transportation Agency; 2) approving the subsequent exchange of the 6,264  
8 square foot portion of such City property and an approximately 6.21 acre portion of  
9 adjacent City property under the jurisdiction of the San Francisco Public Utilities  
10 Commission for adjacent real property owned by the San Francisco Community College  
11 District and comprised of approximately 6.60 acres; adopting environmental findings and  
12 other findings that the actions set forth in this Resolution are consistent with the City's  
13 General Plan and Eight Priority Policies of City Planning Code Section 101.1; and 3)  
14 authorizing other actions in furtherance of this Resolution.

15  
16 WHEREAS, The City and County of San Francisco (City) owns certain real property  
17 located on Phelan Avenue near Ocean Avenue, in San Francisco, California, and known as  
18 Assessor's Block Number 3180, Lot 001 (City Property); and

19 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has jurisdiction over  
20 a portion of the City Property that is comprised of approximately 6.21 acres, as depicted on a map  
21 of the City Property (Project Map) on file with the Clerk of the Board of Supervisors in File No.  
22 110771 and incorporated herein by reference (SFPUC Reservoir Property); and

23 WHEREAS, SFPUC has jurisdiction over another portion of the City Property that is  
24 comprised of approximately 5,835 square feet and depicted on the Project Map (SFPUC  
25 Additional Property); and

1           WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) has jurisdiction  
2 over a portion of the City Property that is comprised of approximately 6,264 square feet and  
3 depicted on the Project Map (SFMTA Property); and

4           WHEREAS, The San Francisco Community College District (College) owns real property  
5 that is adjacent to the City Property and comprised of approximately 6.60 acres, as depicted on  
6 the Project Map (College Property); and

7           WHEREAS, SFPUC wishes to acquire fee interest in the College Property and the College  
8 wishes to acquire fee interest in the SFPUC Reservoir Property and the SFMTA Property through  
9 an exchange and conveyance of the properties (Exchange), all pursuant to an Agreement for the  
10 Exchange and Conveyance of Real Property (Exchange Agreement); and

11           WHEREAS, SFPUC and College have each independently verified that the collective fair  
12 market value of the consideration received by College for the Exchange is equal to the collective  
13 fair market value of the consideration received by SFPUC for the Exchange; and

14           WHEREAS, The execution of the Exchange Agreement and performance of their  
15 respective obligations under the Exchange Agreement was approved by SFPUC's Commission on  
16 December 9, 2008 through Resolution No. 08-0029 (SFPUC Exchange Resolution), and by  
17 College's Board of Trustees through Resolution No. 081218-W1. Copies of such resolutions are  
18 on file with the Clerk of the Board of Supervisors in File No. 110771 and are incorporated  
19 herein by reference; and

20           WHEREAS, SFPUC wishes to have jurisdiction of the SFMTA Property to facilitate the  
21 Exchange, and SFMTA wishes to have jurisdiction of the SFPUC Additional Property to facilitate  
22 its efforts to relocate its bus loop operations at the City Property; and

23           WHEREAS, SFMTA is not actively using the SFMTA Property and the SFPUC is only  
24 using the SFPUC Additional Property for the installation and operation of pipelines, and the  
25 jurisdictional transfers of the SFMTA Property and the SFPUC Additional Property will facilitate

1 cooperative City governance and progress toward the implementation of the Balboa Park Station  
2 Area Plan, which was adopted by the Board of Supervisors under Ordinance No. 60-09. A copy  
3 of Ordinance No. 60-09 is on file with the Clerk of the Board of Supervisors in File No. 110115 and  
4 is incorporated herein by reference; and

5 WHEREAS, SFMTA and SFPUC have verified that the fair market value of the SFMTA  
6 Property is equal to the collective fair market value of the SFPUC Additional Property; and

7 WHEREAS, SFMTA and SFPUC are parties to a Memorandum of Understanding dated  
8 March 1, 2009, which provides for the jurisdictional transfer of the SFMTA Property to SFPUC and  
9 the jurisdictional transfer of the SFPUC Additional Property to SFMTA (Transfer MOU); and

10 WHEREAS, The Transfer MOU was approved by SFMTA's Board of Directors on March  
11 17, 2009 through Resolution No. 09-043 and by SFPUC's Commission on February 10, 2009  
12 through Resolution No. 09-0030 (Jurisdictional Transfer Resolutions). Copies of the Jurisdictional  
13 Transfer Resolutions are on file with the Clerk of the Board of Supervisors in File No. 110771  
14 and are incorporated herein by reference; and

15 WHEREAS, In accordance with the provisions of Section 23.14 of the San Francisco  
16 Administrative Code, the Director of Property has determined and reported to the Mayor that the  
17 estimated fair market value of the SFMTA Property is equal to the fair market value of the SFPUC  
18 Additional Property, the fair market value of the SFPUC Additional Property exceeds its historical  
19 cost, and in his opinion, the SFPUC Additional Property can be used more advantageously by  
20 SFMTA and the SFMTA Property can be used more advantageously by SFPUC; and

21 WHEREAS, In accordance with the provisions of Section 23.15 of the San Francisco  
22 Administrative Code, the Mayor believes the SFPUC Additional Property can be used more  
23 advantageously by SFMTA and the SFMTA Property can be used more advantageously by  
24 SFPUC and recommends the proposed jurisdictional transfers of the SFMTA Property to SFPUC  
25 and the SFPUC Additional Property to SFMTA; and

1           WHEREAS, In a letter to the Department of Real Estate dated November 5, 2010, the  
2 City's Planning Department found that the jurisdictional transfers of the SFPUC Additional  
3 Property to SFMTA and the SFMTA Property to SFPUC, and the subsequent Exchange, were all  
4 consistent with the City's General Plan and with Planning Code Section 101.1(b). A copy of such  
5 letter is on file with the Clerk of the Board of Supervisors in File No. 110115 and is incorporated  
6 herein by reference. The Board of Supervisors finds that the actions contemplated in this  
7 Resolution are consistent with the City's General Plan and with Planning Code Section 101.1(b)  
8 for the reasons set forth in said letter; and

9           WHEREAS, Under Motion No. 17774, the San Francisco Planning Commission (Planning  
10 Commission) adopted the Balboa Park Station Area Plan Environmental Impact Report (SCH#  
11 2006072114 (Plan EIR) pursuant to the requirements the California Environmental Quality Act,  
12 California Public Resources Code Sections 21000 et seq. (CEQA), and the Guidelines for  
13 Implementation of CEQA, 14 California Code of Regulations Sections 15000 et seq. (CEQA  
14 Guidelines) on December 4, 2008, which certified the Plan EIR as complete along with other  
15 required findings, and the Plan EIR contemplated, among other things, the jurisdictional transfer of  
16 the SFMTA Property and the SFPUC Property and the Exchange; and

17           WHEREAS, The Planning Commission also adopted environmental findings for the Plan  
18 EIR pursuant to CEQA and a Statement of Overriding Considerations for significant and  
19 unavoidable transportation and historical resources impacts, and established a Mitigation  
20 Monitoring Program that attaches mitigation measures and improvement measures identified in  
21 the Plan EIR (Environmental Findings), all under Motion No. 17775 on December 4, 2008; and

22           WHEREAS, The Board of Supervisors approved Ordinance No. 60-09 to adopt the Balboa  
23 Park Station Area Plan and, as part of that action, also adopted the Environmental Findings as its  
24 own. The Board of Supervisors determines there are no significant new information since its  
25 adoption of the Balboa Park Station Area Plan and Environmental Findings that would change the

1 conclusions of the Plan EIR, or require any changes to the Environmental Findings on which the  
2 Board of Supervisors continues to rely in accordance with CEQA for the actions contemplated  
3 herein. A copy of Ordinance No. 60-09, the Plan EIR and the Planning Commission motions,  
4 including the Environmental Findings, are on file with the Clerk of the Board of Supervisors in File  
5 No. 110115 and are incorporated herein by reference; and

6 WHEREAS, In adopting the SFPUC Exchange Resolution, SFPUC, in accordance with  
7 CEQA, adopted the Environmental Findings, as its own and adopted additional overriding benefits  
8 associated with the actions contemplated in the SFPUC Exchange Resolution; and,

9 WHEREAS, In adopting the Jurisdictional Transfer Resolutions, each of SFPUC and  
10 SFMTA adopted the Environmental Findings as its own; and

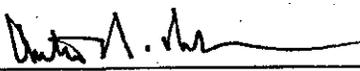
11 WHEREAS, In accordance with the recommendation of the Executive Director/CEO of the  
12 SFMTA, the General Manager of SFPUC, and the Director of Property, the Board of Supervisors  
13 hereby declares that the public interest or necessity will not be inconvenienced by the Exchange  
14 or the jurisdictional transfer of the SFMTA Property and the SFPUC Additional Property; now,  
15 therefore, be it

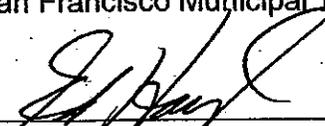
16 RESOLVED, That the Board of Supervisors hereby authorizes and directs the Director of  
17 Property, to transfer jurisdiction of the SFMTA Property to SFPUC and the SFPUC Additional  
18 Property to SFMTA; and, be it

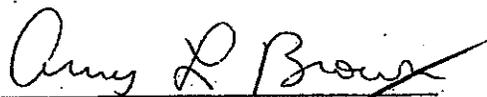
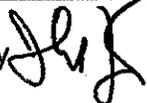
19 RESOLVED, That the Board of Supervisors hereby authorizes and directs the Director of  
20 Property to transfer the SFMTA Property and the SFPUC Reservoir Property to College in  
21 exchange for the College Property and to perform the other transactions described in the  
22 Exchange Agreement; and, be it

1           FURTHER RESOLVED, That The Mayor, the Clerk of the Board of Supervisors, and  
2 the Director of Property are each authorized and directed to enter to take any and all actions  
3 which such party, in consultation with the City Attorney, determines are in the best interest of  
4 the City, do not materially increase the obligations of the City or materially decrease the  
5 benefits to the City, are necessary or advisable to consummate the performance of the  
6 purposes and intent of this Resolution, and comply with all applicable laws, including the  
7 City's Charter, including any modifications or amendments to the Exchange Agreement.  
8

9 RECOMMENDED:

10  
11   
12 \_\_\_\_\_  
13 Nathaniel P. Ford Sr.  
14 Executive Director/CEO,  
15 San Francisco Municipal Transportation Agency

16  
17   
18 \_\_\_\_\_  
19 Ed Harrington  
20 General Manager, SFPUC

21  
22   
23 \_\_\_\_\_  
24 Amy L. Brown  
25 Director of Property 

26  
27   
28 \_\_\_\_\_  
29 Edwin M. Lee, Mayor



City and County of San Francisco  
**Tails**  
**Resolution**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 110771

Date Passed: July 19, 2011

Resolution 1) approving the jurisdictional transfer of an approximately 5,835 square foot portion of City property located near Ocean Avenue and Phelan Avenue under the jurisdiction of the San Francisco Public Utilities Commission with an approximately 6,264 square foot portion of adjacent City property under the jurisdiction of the San Francisco Municipal Transportation Agency; 2) approving the subsequent exchange of the 6,264 square foot portion of such City property and an approximately 6.21 acre portion of adjacent City property under the jurisdiction of the San Francisco Public Utilities Commission for adjacent real property owned by the San Francisco Community College District and comprised of approximately 6.60 acres; adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1; and 3) authorizing other actions in furtherance of this Resolution.

July 11, 2011 Land Use and Economic Development Committee - RECOMMENDED..

July 19, 2011 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Mirkarimi and Wiener

File No. 110771

I hereby certify that the foregoing  
Resolution was ADOPTED on 7/19/2011 by  
the Board of Supervisors of the City and  
County of San Francisco.

Angela Catvillo  
Clerk of the Board

  
Mayor Edwin Lee

Date Approved

## APPENDIX A3



Free Recording Requested Pursuant to  
Government Code Section 27383

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Peter Goldstein  
Vice Chancellor of Finance and Administration  
San Francisco Community College District  
33 Gough Street  
San Francisco, CA 94103

Documentary Transfer Tax of \$0 based on full value of  
the property conveyed (CA Rev. & Tax Code § 11922  
and S.F. Bus. & Tax Reg. Code § 1105)

WE HEREBY CERTIFY THAT THIS IS FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
DOCUMENT AS THE SAME APPEARS IN THE  
OFFICE OF THE COUNTY RECORDER OF  
San Francisco COUNTY, STATE OF  
CA RECORDED ON 5/17/12  
IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS  
AT PAGE \_\_\_\_\_ SERIAL NO. 20125414056  
CHICAGO TITLE INSURANCE COMPANY  
By [Signature]

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

**QUITCLAIM DEED**  
(Portion of Block 3180, Lot 1)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Resolution No. 304-11, adopted by the Board of Supervisors on July 19, 2011, and approved by the Mayor on July 20, 2011, hereby RELEASES, REMISES AND QUITCLAIMS to SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code ("Grantee"), any and all right, title and interest City may have in and to the real property located in the City and County of San Francisco, State of California, described on the attached Exhibit A (the "**Bookstore Property**"), subject to the following continuing restrictions and obligations:

1. Grantee and all future owners of the Bookstore Property shall (i) use the Bookstore Property only for educational purposes or other uses that are permitted for a property located within a "Public Use District", also known as a "P District", under the City and County of San Francisco Planning Code, as amended from time to time (the "**Public Use Restriction**"), (ii) maintain a minimum building setback of twenty feet (20') along the western boundary of the Bookstore Property, and (iii) prevent the dumping, release or other disposal of landfill, refuse, pesticides, hazardous materials or any other material in, on, or under the Bookstore Property that could impact or pose a hazard to any water storage, processing or distribution activities at the property described on the attached Exhibit B (the "**City Property**"), and to immediately notify City if Grantee learns of, or has reason to believe, that there has been a release of any such materials on any portion of the Bookstore Property.

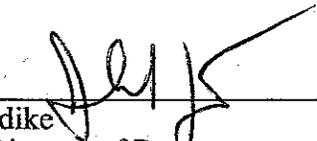
2. If any improvements are constructed on the Bookstore Property, Grantee and all future owners of the Bookstore Property shall comply with the stormwater mitigation requirements described on the attached Exhibit C.

3. The rights and obligations of Grantee and City specified in this Quitclaim Deed and its exhibits shall run with the land and shall bind and inure to the benefit of the successors and assigns of the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

Executed as of MAY 17, 2012.

**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation.

By:   
John Updike  
Acting Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:   
Carol Wong, Deputy City Attorney

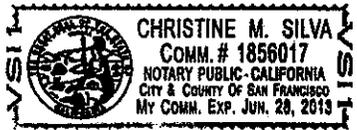
State of California )  
 )  
County of San Francisco )

On April 27<sup>th</sup>, 2012, before me, CHRISTINE M. SILVA, a notary public in and for said State, personally appeared JOHN UPDIKE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *Christine M. Silva* (Seal)



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this deed dated MAY 17, 2012 from the first part to the San Francisco Community College District, is hereby accepted pursuant to San Francisco Community College District Board of Trustees Resolution No. 081120-W1 (adopted November 20, 2008) and Resolution No. 081218-W1 (adopted December 18, 2008), and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 5/17/12

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

Peter Goldstein

Vice Chancellor of Finance and Administration

**Exhibit A**

**Legal Description of Bookstore Property**

*[see attached]*

**LEGAL DESCRIPTION**  
OF  
**TRANSFER PARCEL (CITY to SFCCD)**

All that real property situated in the City and County of San Francisco, State of California.

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, also being a portion of that certain parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records, more particularly described as follows:

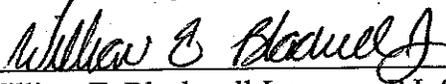
**COMMENCING** at the southwest corner of said Parcel 22, said point being on the northerly line of Ocean Avenue; thence northerly along the westerly line of said Parcel 22 North 00°24'00" West 155.32 feet to the southerly line described in that deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992, in Book f-734 at page 746, Official Records; thence along said southerly line South 75°22'33" East 584.33 feet; thence North 14°38'04" East 13.86 feet; thence North 89°01'17" East 242.20 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said southerly line North 89°01'17" East 218.00 feet to the westerly line of Phelan Avenue, (78.403 feet wide) as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence southerly along said westerly line South 00°40'45" East 58.00 feet; thence leaving said westerly line North 89°01'17" West 217.67 feet; thence at a right angle North 00°58'43" West 58.00 feet **TO THE TRUE POINT OF BEGINNING**.

Containing an area of 0.29 acres (12,635 square feet), more or less

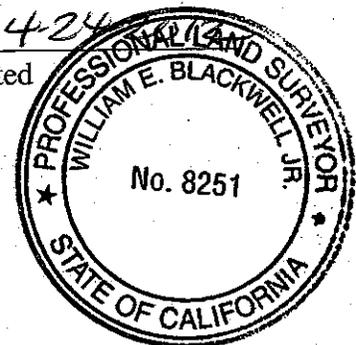
Being a portion of Assessor's Block 3180, lot 1

The Basis of Bearing for these parcels is the westerly line of the Spring Valley Water Company Parcel as said parcel is shown on that certain map entitled "Map of Westwood Park" filed in Book H of Maps, at pages 65-71, inclusive, Official records of the City and County of San Francisco, taken as South 00°24'00" East.

This real property description was prepared by me, or under my direction, in conformance with the Land Surveyors Act.

  
\_\_\_\_\_  
William E. Blackwell Jr. P.L.S. No. 8251  
Survey Associate  
City and County of San Francisco, Ca.

424  
Dated



## Exhibit B

### Legal Description of City Property

All that real property situate in the City and County of San Francisco, State of California, described as follows:

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, also being a portion of that certain parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records, more particularly described as follows:

**BEGINNING** at a point on the southerly line of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, from which the southeasterly corner of said Parcel bears North 89°36'00" East, 366.02 feet distant; said corner also being on the westerly line of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along said southerly line of said parcel

1. South 89° 36' 00" West 656.18 feet, to the southwest corner of said parcel, said corner also being the northwest corner of said Parcel 22; thence southerly along the westerly line of last said Parcel
2. South 00°24' 00" East, 1078.75 feet to a point, from which the southwest corner of said Parcel 22, said point also being on the northerly line of Ocean Avenue (80.00 feet wide), bears South 00°24'00" East, 155.32 feet distant; thence leaving the line of said Parcel 22 and along the southerly line of said parcel described in said deed from the City and County of San Francisco to the San Francisco Community College District
3. South 75°22'33" East 584.33 feet; thence
4. North 14°38'04" East 13.86 feet; thence
5. North 89°01'17" East 94.17 feet to a point westerly 366.02 feet perpendicularly distant from the westerly line of said Phelan Avenue; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue
6. North 00°40'45" West 1215.91 feet to the **POINT OF BEGINNING.**

Being a portion of Assessor's Block 3180, lot 1

Containing an area of 17.60 acres, more or less.

## Exhibit C

### Stormwater Mitigation Work

Prior to constructing or installing any improvement on or at the East Property or substantially modifying any existing improvement on or at the East Property (each, a "**Proposed Improvement**"), Grantee shall (i) comply with the matters specified in this Exhibit (the "**Specified Requirements**"), (ii) comply with the sewer, stormwater control and water conservation requirements that would be applicable to any non-governmental party if it were to construct or install the Proposed Improvement on or at privately-owned property (the "**Additional Requirements**"), and (iii) obtain from the San Francisco Public Utilities Commission ("PUC") of the City and County of San Francisco ("City") any water connection permit that would be required under PUC's regulations and rules, and any sewer connection permit that would be required under the San Francisco Public Works Code, if such Proposed Improvement were to be constructed by a non-governmental party (each, a "**Connection Permit**", and together, the "**Connection Permits**").

1. Demonstration of Requirement Compliance. Grantee shall not construct or install any Proposed Improvement without first demonstrating, to the reasonable satisfaction of the PUC, that such Proposed Improvement will comply with the Specified Requirements and the Additional Requirements. To make such demonstration, Grantee shall deliver a written request describing the Proposed Improvement to PUC and a copy of the following items:

(a) A vicinity map showing the location for the Proposed Improvement and the connections to the City's existing sewerage system that would be used for such Proposed Improvement.

(b) A site plan of the Proposed Improvement, including the proposed City sewerage system connections that would be used for the Proposed Improvement, showing the names of the cross streets, dimensions for street widths and sidewalks, street grade elevations, and location of the then-existing City sewer lines.

(c) A plan view of the lowest floor of the Proposed Improvement, showing the relevant elevations and including any patios, decks, courtyards, and parking lots, if applicable.

(d) A profile view of the Proposed Improvement, showing the number of floors and elevations.

(e) A plan view of the proposed sewer and water laterals that would be associated with such Proposed Improvement from the East Property to the then-existing City mains, showing the locations and sizes.

(f) Cross sections of proposed sewer and water laterals that would be associated with such Proposed Improvement from the East Property to the City mains, showing the street elevation, building floor elevation, sewer slope, size, and inverts and for the proposed lateral installation and connection to the then-existing City mains.

(g) Plumbing plans for the bottom and first floor drainage for the Proposed Improvement that show the locations of gravity lines, sewage pumps, backflow prevention units, force mains, including the flow rates and location of the toilets, sinks, showers, floor drains, and other drainage fixtures.

(h) The storm drainage and grading plan for any parking lot, open areas, and roofs included as part of the Proposed Improvement, showing drainage facilities, connection to City sewer system, and flow rates.

(i) Documentation demonstrating that the Proposed Improvement would result in the reduction (the "**Landscape Water Reduction**") in the use of potable water for the landscaping for the Proposed Improvement required to qualify for LEED (as defined in Section 5 below) Water Efficiency Credit 1.1.

(j) Documentation demonstrating that any Proposed Improvement would result in a reduction of the use of potable water (the "**Potable Water Reduction**") of no less than (i) twenty percent (20%) less potable water than the water use baseline calculated for the Proposed Improvement (excluding irrigation) after meeting the fixture performance requirements in the Energy Policy Act of 1992, if such documentation is submitted to PUC for review prior to January 1, 2011, (ii) thirty percent (30%) less potable water than the water use baseline calculated for the Proposed Improvement (excluding irrigation) after meeting the fixture performance requirements in the Energy Policy Act of 1992, if such documentation is submitted to PUC for review after to January 1, 2011, or (iii) any more stringent requirement necessary to qualify for LEED Water Efficiency Credits 3.1 or 3.2.

2. Discharge Permit and State Permit. At least ninety (90) days prior to commencing to construct or install any Proposed Improvement, Grantee shall deliver to PUC (a) evidence of Grantee's coverage for such Proposed Improvement to the extent required by the State of California under its construction stormwater management regulations, as specified in California State Water Resources Control Board Order 99-08-DWQ (National Pollutant Discharge Elimination System General Permit For Storm Water Discharges Associated With Construction Activity), as may be amended or superceded from time to time (the "**State Permit**"), (b) a copy of an application filed by Grantee with the PUC, acting in its regulatory capacity, for a discharge permit (a "**Discharge Permit**") for such Proposed Improvement in accordance with the requirements of Article 4.1 of the San Francisco Public Works Code, as may be amended from time to time, or any similar requirements promulgated by the City and applicable to a non-governmental party constructing or installing any similar improvement, and (c) evidence that Grantee has paid City, acting in its regulatory capacity, the required water and wastewater capacity charges required as part of the application processes for the Connection Permits and the Discharge Permit and any other rates and fees that would then be applicable to any non-governmental party constructing or installing a similar improvement on non-governmental property located in San Francisco, California.

Grantee acknowledges that PUC's review of any application submitted by Grantee for a Discharge Permit shall be pursuant to City's regulatory capacity and PUC's decision to issue or deny a requested Discharge Permit shall be made in City's sole discretion, subject to all regulatory terms and criteria (if any) that would apply if PUC were making such decision for a similar Discharge Permit requested by a non-governmental party. PUC's determination that a Proposed Improvement complies with the Specified Requirements and/or Additional Requirements shall not affect PUC's regulatory decision to issue or deny a Discharge Permit application for a Proposed Improvement.

3. Proposed Improvement Stormwater Management.

(a) Any Proposed Improvement shall be designed to (i) capture or detain at least eighty percent (80%) of the annual runoff volume from the Proposed Improvement, based on a unit basin storage volume, (ii) ensure that a minimum of twenty-five percent (25%) of the surface of the setback area for the Proposed Improvement is pervious, (iii) reuse stormwater on-site, to the extent commercially feasible, (iv) have stormwater management controls required to qualify for LEED Sustainable Sites Credits 6.1 and 6.2.

(b) The drainage plan design for each Proposed Improvement shall (i) use elevations related to the City's datum of 8.61 feet above the sea level, or as otherwise modified by the City, (ii) design all proposed drainage elevations in accordance with the official grade elevations then

in use by the City, and (iii) make all proposed sanitary and storm flow calculations in compliance with the criteria set forth in the City's subdivision regulations, or other similar criteria otherwise approved of by PUC.

(c) All Proposed Improvement sewer and water connections shall comply with San Francisco Public Works Code sewer connection requirements and all water supply connections must comply with all PUC regulations regarding water use in effect at the time as the connection applications are deemed complete by the PUC. Grantee shall not complete any sewer connections or water supply connections for a Proposed Improvement prior to issuance, if any, of a Connection Permit issued by the PUC, acting in its regulatory capacity, for such Proposed Improvement. Grantee shall pay City, acting in its regulatory capacity, any fees required to apply for such Connection Permit.

Grantee acknowledges that PUC's review of any application submitted by Grantee for a Connection Permit shall be pursuant to City's regulatory capacity, and PUC's decision to issue or deny a requested Connection Permit shall be made in its sole discretion subject to all regulatory terms and criteria (if any) that would apply if PUC were making such decision for a similar Connection Permit requested by a non-governmental party. PUC's determination that a Proposed Improvement complies with the Specified Requirements and/or Additional Requirements shall not affect PUC's regulatory decision to issue or deny a Connection Permit application for such Proposed Improvement.

4. Operation of Constructed Proposed Improvement. If any Proposed Improvement is constructed, Grantee shall operate it in a manner that meets the anticipated Landscape Water Reduction and Potable Water Reduction for such Proposed Improvement and shall comply with the requirements of any Connection Permit, State Permit, or Discharge Permit issued for such Proposed Improvement and pay all fees or charges required under such permits.

5. LEED Standards. "LEED" shall mean Version 2.2 of the Leadership in Energy and Environment Design certification system for new construction and major renovations ("LEED") developed by the United States Green Building Council, Inc., a Washington, D.C. nonprofit corporation ("USGBC"), dated October 2005, as may be later modified or replaced by the USGBC. In reviewing any Proposed Improvement, the PUC may, in its sole discretion, elect to replace any LEED requirement specified in this Exhibit with a comparable equivalent rating system.

6. Consents and Approvals. Any approvals or consents of City or PUC required under this Exhibit may be given by the General Manager of PUC or any other person so designated by PUC in writing, unless otherwise provided in the City's Charter or applicable City ordinances.

7. Notices. Any notice made pursuant to this Exhibit shall be in writing and shall be deemed to be delivered upon (i) personal delivery, or the day the addressee refuses to accept such delivery, (ii) one (1) business day after being deposited with a reliable overnight courier service, or (iii) two (2) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Grantee:	Vice Chancellor of Finance and Administration San Francisco Community College District 33 Gough Street San Francisco, CA 94103 Facsimile: (415) 241-2344
----------------	--

If to City:                   General Manager  
San Francisco Public Utilities Commission  
1155 Market Street, 11<sup>th</sup> Floor  
San Francisco, CA 94103  
Facsimile: (415) 554-3161

With a copy to:           Real Estate Asset Manager  
San Francisco Public Utilities Commission  
1145 Market Street, 7<sup>th</sup> Floor  
San Francisco, CA 94103  
Facsimile: (415) 487-5200

For the convenience of the parties, copies of any such notice may also be given by facsimile, but a neither party may give official or binding notice by facsimile and the effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a facsimile copy of the notice. Any mailing address or facsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. If delivery of any notice given hereunder is rejected, such notice shall be deemed to have been made on the attempted delivery date.

8.     Definitions. Any undefined, initially-capitalized terms used in this Exhibit shall have the meanings given to them in the quitclaim deed to which it is attached.

9.     Conflict between Specified Requirements and Additional Requirements. If there is any conflict between the Specified Requirements and any existing Additional Requirements existing at the time of any proposed improvements, the then-existing Additional Requirements shall control.

1 [Jurisdictional Transfer and Exchange of City Property - Ocean Avenue and Phelan Avenue]

2  
3 **Resolution 1) approving the jurisdictional transfer of an approximately 5,835 square foot**  
4 **portion of City property located near Ocean Avenue and Phelan Avenue under the**  
5 **jurisdiction of the San Francisco Public Utilities Commission with an approximately 6,264**  
6 **square foot portion of adjacent City property under the jurisdiction of the San Francisco**  
7 **Municipal Transportation Agency; 2) approving the subsequent exchange of the 6,264**  
8 **square foot portion of such City property and an approximately 6.21 acre portion of**  
9 **adjacent City property under the jurisdiction of the San Francisco Public Utilities**  
10 **Commission for adjacent real property owned by the San Francisco Community College**  
11 **District and comprised of approximately 6.60 acres; adopting environmental findings and**  
12 **other findings that the actions set forth in this Resolution are consistent with the City's**  
13 **General Plan and Eight Priority Policies of City Planning Code Section 101.1; and 3)**  
14 **authorizing other actions in furtherance of this Resolution.**

15  
16 WHEREAS, The City and County of San Francisco (City) owns certain real property  
17 located on Phelan Avenue near Ocean Avenue, in San Francisco, California, and known as  
18 Assessor's Block Number 3180, Lot 001 (City Property); and

19 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has jurisdiction over  
20 a portion of the City Property that is comprised of approximately 6.21 acres, as depicted on a map  
21 of the City Property (Project Map) on file with the Clerk of the Board of Supervisors in File No.  
22 110771 and incorporated herein by reference (SFPUC Reservoir Property); and

23 WHEREAS, SFPUC has jurisdiction over another portion of the City Property that is  
24 comprised of approximately 5,835 square feet and depicted on the Project Map (SFPUC  
25 Additional Property); and

1           WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) has jurisdiction  
2 over a portion of the City Property that is comprised of approximately 6,264 square feet and  
3 depicted on the Project Map (SFMTA Property); and

4           WHEREAS, The San Francisco Community College District (College) owns real property  
5 that is adjacent to the City Property and comprised of approximately 6.60 acres, as depicted on  
6 the Project Map (College Property); and

7           WHEREAS, SFPUC wishes to acquire fee interest in the College Property and the College  
8 wishes to acquire fee interest in the SFPUC Reservoir Property and the SFMTA Property through  
9 an exchange and conveyance of the properties (Exchange), all pursuant to an Agreement for the  
10 Exchange and Conveyance of Real Property (Exchange Agreement); and

11           WHEREAS, SFPUC and College have each independently verified that the collective fair  
12 market value of the consideration received by College for the Exchange is equal to the collective  
13 fair market value of the consideration received by SFPUC for the Exchange; and

14           WHEREAS, The execution of the Exchange Agreement and performance of their  
15 respective obligations under the Exchange Agreement was approved by SFPUC's Commission on  
16 December 9, 2008 through Resolution No. 08-0029 (SFPUC Exchange Resolution), and by  
17 College's Board of Trustees through Resolution No. 081218-W1. Copies of such resolutions are  
18 on file with the Clerk of the Board of Supervisors in File No. 110771 and are incorporated  
19 herein by reference; and

20           WHEREAS, SFPUC wishes to have jurisdiction of the SFMTA Property to facilitate the  
21 Exchange, and SFMTA wishes to have jurisdiction of the SFPUC Additional Property to facilitate  
22 its efforts to relocate its bus loop operations at the City Property; and

23           WHEREAS, SFMTA is not actively using the SFMTA Property and the SFPUC is only  
24 using the SFPUC Additional Property for the installation and operation of pipelines, and the  
25 jurisdictional transfers of the SFMTA Property and the SFPUC Additional Property will facilitate

1 cooperative City governance and progress toward the implementation of the Balboa Park Station  
2 Area Plan, which was adopted by the Board of Supervisors under Ordinance No. 60-09. A copy  
3 of Ordinance No. 60-09 is on file with the Clerk of the Board of Supervisors in File No. 110115 and  
4 is incorporated herein by reference; and

5 WHEREAS, SFMTA and SFPUC have verified that the fair market value of the SFMTA  
6 Property is equal to the collective fair market value of the SFPUC Additional Property; and

7 WHEREAS, SFMTA and SFPUC are parties to a Memorandum of Understanding dated  
8 March 1, 2009, which provides for the jurisdictional transfer of the SFMTA Property to SFPUC and  
9 the jurisdictional transfer of the SFPUC Additional Property to SFMTA (Transfer MOU); and

10 WHEREAS, The Transfer MOU was approved by SFMTA's Board of Directors on March  
11 17, 2009 through Resolution No. 09-043 and by SFPUC's Commission on February 10, 2009  
12 through Resolution No. 09-0030 (Jurisdictional Transfer Resolutions). Copies of the Jurisdictional  
13 Transfer Resolutions are on file with the Clerk of the Board of Supervisors in File No. 110771  
14 and are incorporated herein by reference; and

15 WHEREAS, In accordance with the provisions of Section 23.14 of the San Francisco  
16 Administrative Code, the Director of Property has determined and reported to the Mayor that the  
17 estimated fair market value of the SFMTA Property is equal to the fair market value of the SFPUC  
18 Additional Property, the fair market value of the SFPUC Additional Property exceeds its historical  
19 cost, and in his opinion, the SFPUC Additional Property can be used more advantageously by  
20 SFMTA and the SFMTA Property can be used more advantageously by SFPUC; and

21 WHEREAS, In accordance with the provisions of Section 23.15 of the San Francisco  
22 Administrative Code, the Mayor believes the SFPUC Additional Property can be used more  
23 advantageously by SFMTA and the SFMTA Property can be used more advantageously by  
24 SFPUC and recommends the proposed jurisdictional transfers of the SFMTA Property to SFPUC  
25 and the SFPUC Additional Property to SFMTA; and

1           WHEREAS, In a letter to the Department of Real Estate dated November 5, 2010, the  
2 City's Planning Department found that the jurisdictional transfers of the SFPUC Additional  
3 Property to SFMTA and the SFMTA Property to SFPUC, and the subsequent Exchange, were all  
4 consistent with the City's General Plan and with Planning Code Section 101.1(b). A copy of such  
5 letter is on file with the Clerk of the Board of Supervisors in File No. 110115 and is incorporated  
6 herein by reference. The Board of Supervisors finds that the actions contemplated in this  
7 Resolution are consistent with the City's General Plan and with Planning Code Section 101.1(b)  
8 for the reasons set forth in said letter; and

9           WHEREAS, Under Motion No. 17774, the San Francisco Planning Commission (Planning  
10 Commission) adopted the Balboa Park Station Area Plan Environmental Impact Report (SCH#  
11 2006072114 (Plan EIR) pursuant to the requirements the California Environmental Quality Act,  
12 California Public Resources Code Sections 21000 et seq. (CEQA), and the Guidelines for  
13 Implementation of CEQA, 14 California Code of Regulations Sections 15000 et seq. (CEQA  
14 Guidelines) on December 4, 2008, which certified the Plan EIR as complete along with other  
15 required findings, and the Plan EIR contemplated, among other things, the jurisdictional transfer of  
16 the SFMTA Property and the SFPUC Property and the Exchange; and

17           WHEREAS, The Planning Commission also adopted environmental findings for the Plan  
18 EIR pursuant to CEQA and a Statement of Overriding Considerations for significant and  
19 unavoidable transportation and historical resources impacts, and established a Mitigation  
20 Monitoring Program that attaches mitigation measures and improvement measures identified in  
21 the Plan EIR (Environmental Findings), all under Motion No. 17775 on December 4, 2008; and

22           WHEREAS, The Board of Supervisors approved Ordinance No. 60-09 to adopt the Balboa  
23 Park Station Area Plan and, as part of that action, also adopted the Environmental Findings as its  
24 own. The Board of Supervisors determines there are no significant new information since its  
25 adoption of the Balboa Park Station Area Plan and Environmental Findings that would change the

1 conclusions of the Plan EIR, or require any changes to the Environmental Findings on which the  
2 Board of Supervisors continues to rely in accordance with CEQA for the actions contemplated  
3 herein. A copy of Ordinance No. 60-09, the Plan EIR and the Planning Commission motions,  
4 including the Environmental Findings, are on file with the Clerk of the Board of Supervisors in File  
5 No. 110115 and are incorporated herein by reference; and

6 WHEREAS, In adopting the SFPUC Exchange Resolution, SFPUC, in accordance with  
7 CEQA, adopted the Environmental Findings, as its own and adopted additional overriding benefits  
8 associated with the actions contemplated in the SFPUC Exchange Resolution; and,

9 WHEREAS, In adopting the Jurisdictional Transfer Resolutions, each of SFPUC and  
10 SFMTA adopted the Environmental Findings as its own; and

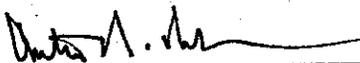
11 WHEREAS, In accordance with the recommendation of the Executive Director/CEO of the  
12 SFMTA, the General Manager of SFPUC, and the Director of Property, the Board of Supervisors  
13 hereby declares that the public interest or necessity will not be inconvenienced by the Exchange  
14 or the jurisdictional transfer of the SFMTA Property and the SFPUC Additional Property; now,  
15 therefore, be it

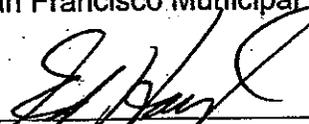
16 RESOLVED, That the Board of Supervisors hereby authorizes and directs the Director of  
17 Property, to transfer jurisdiction of the SFMTA Property to SFPUC and the SFPUC Additional  
18 Property to SFMTA; and, be it

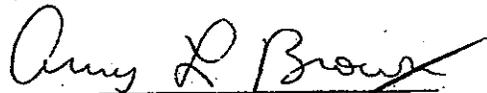
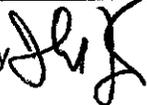
19 RESOLVED, That the Board of Supervisors hereby authorizes and directs the Director of  
20 Property to transfer the SFMTA Property and the SFPUC Reservoir Property to College in  
21 exchange for the College Property and to perform the other transactions described in the  
22 Exchange Agreement; and, be it

1           FURTHER RESOLVED, That The Mayor, the Clerk of the Board of Supervisors, and  
2 the Director of Property are each authorized and directed to enter to take any and all actions  
3 which such party, in consultation with the City Attorney, determines are in the best interest of  
4 the City, do not materially increase the obligations of the City or materially decrease the  
5 benefits to the City, are necessary or advisable to consummate the performance of the  
6 purposes and intent of this Resolution, and comply with all applicable laws, including the  
7 City's Charter, including any modifications or amendments to the Exchange Agreement.  
8

9 RECOMMENDED:

10  
11   
12 \_\_\_\_\_  
13 Nathaniel P. Ford Sr.  
14 Executive Director/CEO,  
15 San Francisco Municipal Transportation Agency

16  
17   
18 \_\_\_\_\_  
19 Ed Harrington  
20 General Manager, SFPUC

21  
22   
23 \_\_\_\_\_  
24 Amy L. Brown  
25 Director of Property 

26  
27   
28 \_\_\_\_\_  
29 Edwin M. Lee, Mayor



City and County of San Francisco

Tails

Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 110771

Date Passed: July 19, 2011

Resolution 1) approving the jurisdictional transfer of an approximately 5,835 square foot portion of City property located near Ocean Avenue and Phelan Avenue under the jurisdiction of the San Francisco Public Utilities Commission with an approximately 6,264 square foot portion of adjacent City property under the jurisdiction of the San Francisco Municipal Transportation Agency; 2) approving the subsequent exchange of the 6,264 square foot portion of such City property and an approximately 6.21 acre portion of adjacent City property under the jurisdiction of the San Francisco Public Utilities Commission for adjacent real property owned by the San Francisco Community College District and comprised of approximately 6.60 acres; adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1; and 3) authorizing other actions in furtherance of this Resolution.

July 11, 2011 Land Use and Economic Development Committee - RECOMMENDED..

July 19, 2011 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Eisbernd, Farrell, Kim, Mar, Mirkarimi and Wiener

File No. 110771

I hereby certify that the foregoing Resolution was ADOPTED on 7/19/2011 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo  
Clerk of the Board

Mayor Edwin Lee

Date Approved

APPENDIX A4



Free Recording Requested Pursuant to  
Government Code Section 27383

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax of \$0 based on full value of  
the property conveyed (CA Rev. & Tax Code § 11922  
and S.F. Bus. & Tax Reg. Code § 1105)

WE HEREBY CERTIFY THAT THIS IS FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
DOCUMENT AS THE SAME APPEARS IN THE  
OFFICE OF THE COUNTY RECORDER OF  
San Francisco COUNTY, STATE OF  
CA RECORDED ON 5/17/12  
IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS  
AT PAGE \_\_\_\_\_ SERIAL NO. 20123414057  
CHICAGO TITLE INSURANCE COMPANY  
By: Jeff M. Bellucci

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

**QUITCLAIM DEED**  
(a portion of Lot 001, Block 3180)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education  
organized under the State of California Education Code ("Grantor"), hereby RELEASES,  
REMISES AND QUITCLAIMS to the CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation, any and all right, title and interest Grantor may have in and to the real  
property located in the City and County of San Francisco, State of California, described on the  
attached **Exhibit A**.

Executed as of

~~April 20, 2012~~  
MAY 17, 2012

**SAN FRANCISCO COMMUNITY COLLEGE  
DISTRICT**, an institution of higher education  
organized under the State of California Education  
Code

By:

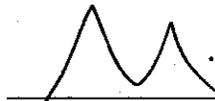


Peter Goldstein  
Vice Chancellor of Finance and Administration

APPROVED AS TO FORM:

SHUTE, MIHALY & WEINBERGER LLP

By:



Deborah L. Miller

State of California )  
County of San Francisco }

On April 20, 2012, before me, Jeanne Cain Freed, Notary Public  
personally appeared Peter Goldstein, 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 Jeanne Cain Freed (Seal)

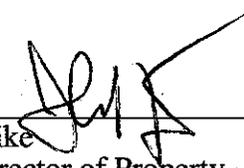


CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated ~~MAY 17, 2012~~ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: ~~4/27/2012~~  
5/17/2012

By:

  
John Updike  
Acting Director of Property

**EXHIBIT A**

**Legal Description of Property**

*[see attached]*

## LEGAL DESCRIPTION OF TRANSFER PARCEL (SFCCD to CITY)

All that real property situated in the City and County of San Francisco, State of California.

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, also being a portion of that certain parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records, more particularly described as follows:

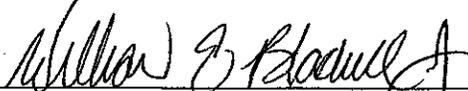
**COMMENCING** at the southwest corner of said Parcel 22, said point being on the northerly line of Ocean Avenue; thence northerly along the westerly line of said Parcel 22 North  $00^{\circ}24'00''$  West 155.32 feet to the **TRUE POINT OF BEGINNING**; thence leaving said westerly line and continuing on the southerly line of said parcel described in said deed from the City and County of San Francisco to the San Francisco Community College District South  $75^{\circ}22'33''$  East 584.33 feet; thence North  $14^{\circ}38'04''$  East 13.86 feet; thence North  $89^{\circ}01'17''$  East 94.17 feet to a point westerly 366.02 feet perpendicularly distant from the westerly line of Phelan Avenue, as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue North  $00^{\circ}40'45''$  West 509.72 feet to the northerly line of last said parcel; thence along said northerly line South  $88^{\circ}35'39''$  West 551.53 feet; thence South  $01^{\circ}24'21''$  East 100.00 feet; thence South  $89^{\circ}36'00''$  West 109.94 feet to the westerly line of said Parcel 22; thence along said westerly line South  $00^{\circ}24'00''$  East 262.91 feet **TO THE POINT OF BEGINNING**.

Containing an area of 6.60 acres, more or less.

Being a portion of Assessor's Block 3180, lot 1

The Basis of Bearing for these parcels is the westerly line of the Spring Valley Water Company Parcel as said parcel is shown on that certain map entitled "Map of Westwood Park" filed in Book H of Maps, at pages 65-71, inclusive, Official records of the City and County of San Francisco, taken as South  $00^{\circ}24'00''$  East.

This real property description was prepared by me, or under my direction, in conformance with the Land Surveyors Act.

  
\_\_\_\_\_  
William E. Blackwell Jr. R.L.S. No. 8251  
Survey Associate  
City and County of San Francisco, California

4-24-2012  
\_\_\_\_\_  
Dated



1 [Jurisdictional Transfer and Exchange of City Property - Ocean Avenue and Phelan Avenue]

2  
3 Resolution 1) approving the jurisdictional transfer of an approximately 5,835 square foot  
4 portion of City property located near Ocean Avenue and Phelan Avenue under the  
5 jurisdiction of the San Francisco Public Utilities Commission with an approximately 6,264  
6 square foot portion of adjacent City property under the jurisdiction of the San Francisco  
7 Municipal Transportation Agency; 2) approving the subsequent exchange of the 6,264  
8 square foot portion of such City property and an approximately 6.21 acre portion of  
9 adjacent City property under the jurisdiction of the San Francisco Public Utilities  
10 Commission for adjacent real property owned by the San Francisco Community College  
11 District and comprised of approximately 6.60 acres; adopting environmental findings and  
12 other findings that the actions set forth in this Resolution are consistent with the City's  
13 General Plan and Eight Priority Policies of City Planning Code Section 101.1; and 3)  
14 authorizing other actions in furtherance of this Resolution.

15  
16 WHEREAS, The City and County of San Francisco (City) owns certain real property  
17 located on Phelan Avenue near Ocean Avenue, in San Francisco, California, and known as  
18 Assessor's Block Number 3180, Lot 001 (City Property); and

19 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has jurisdiction over  
20 a portion of the City Property that is comprised of approximately 6.21 acres, as depicted on a map  
21 of the City Property (Project Map) on file with the Clerk of the Board of Supervisors in File No.  
22 110771 and incorporated herein by reference (SFPUC Reservoir Property); and

23 WHEREAS, SFPUC has jurisdiction over another portion of the City Property that is  
24 comprised of approximately 5,835 square feet and depicted on the Project Map (SFPUC  
25 Additional Property); and

1           WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) has jurisdiction  
2 over a portion of the City Property that is comprised of approximately 6,264 square feet and  
3 depicted on the Project Map (SFMTA Property); and

4           WHEREAS, The San Francisco Community College District (College) owns real property  
5 that is adjacent to the City Property and comprised of approximately 6.60 acres, as depicted on  
6 the Project Map (College Property); and

7           WHEREAS, SFPUC wishes to acquire fee interest in the College Property and the College  
8 wishes to acquire fee interest in the SFPUC Reservoir Property and the SFMTA Property through  
9 an exchange and conveyance of the properties (Exchange), all pursuant to an Agreement for the  
10 Exchange and Conveyance of Real Property (Exchange Agreement); and

11           WHEREAS, SFPUC and College have each independently verified that the collective fair  
12 market value of the consideration received by College for the Exchange is equal to the collective  
13 fair market value of the consideration received by SFPUC for the Exchange; and

14           WHEREAS, The execution of the Exchange Agreement and performance of their  
15 respective obligations under the Exchange Agreement was approved by SFPUC's Commission on  
16 December 9, 2008 through Resolution No. 08-0029 (SFPUC Exchange Resolution), and by  
17 College's Board of Trustees through Resolution No. 081218-W1. Copies of such resolutions are  
18 on file with the Clerk of the Board of Supervisors in File No. 110771 and are incorporated  
19 herein by reference; and

20           WHEREAS, SFPUC wishes to have jurisdiction of the SFMTA Property to facilitate the  
21 Exchange, and SFMTA wishes to have jurisdiction of the SFPUC Additional Property to facilitate  
22 its efforts to relocate its bus loop operations at the City Property; and

23           WHEREAS, SFMTA is not actively using the SFMTA Property and the SFPUC is only  
24 using the SFPUC Additional Property for the installation and operation of pipelines, and the  
25 jurisdictional transfers of the SFMTA Property and the SFPUC Additional Property will facilitate

1 cooperative City governance and progress toward the implementation of the Balboa Park Station  
2 Area Plan, which was adopted by the Board of Supervisors under Ordinance No. 60-09. A copy  
3 of Ordinance No. 60-09 is on file with the Clerk of the Board of Supervisors in File No. 110115 and  
4 is incorporated herein by reference; and

5 WHEREAS, SFMTA and SFPUC have verified that the fair market value of the SFMTA  
6 Property is equal to the collective fair market value of the SFPUC Additional Property; and

7 WHEREAS, SFMTA and SFPUC are parties to a Memorandum of Understanding dated  
8 March 1, 2009, which provides for the jurisdictional transfer of the SFMTA Property to SFPUC and  
9 the jurisdictional transfer of the SFPUC Additional Property to SFMTA (Transfer MOU); and

10 WHEREAS, The Transfer MOU was approved by SFMTA's Board of Directors on March  
11 17, 2009 through Resolution No. 09-043 and by SFPUC's Commission on February 10, 2009  
12 through Resolution No. 09-0030 (Jurisdictional Transfer Resolutions). Copies of the Jurisdictional  
13 Transfer Resolutions are on file with the Clerk of the Board of Supervisors in File No. 110771  
14 and are incorporated herein by reference; and

15 WHEREAS, In accordance with the provisions of Section 23.14 of the San Francisco  
16 Administrative Code, the Director of Property has determined and reported to the Mayor that the  
17 estimated fair market value of the SFMTA Property is equal to the fair market value of the SFPUC  
18 Additional Property, the fair market value of the SFPUC Additional Property exceeds its historical  
19 cost, and in his opinion, the SFPUC Additional Property can be used more advantageously by  
20 SFMTA and the SFMTA Property can be used more advantageously by SFPUC; and

21 WHEREAS, In accordance with the provisions of Section 23.15 of the San Francisco  
22 Administrative Code, the Mayor believes the SFPUC Additional Property can be used more  
23 advantageously by SFMTA and the SFMTA Property can be used more advantageously by  
24 SFPUC and recommends the proposed jurisdictional transfers of the SFMTA Property to SFPUC  
25 and the SFPUC Additional Property to SFMTA; and

1           WHEREAS, In a letter to the Department of Real Estate dated November 5, 2010, the  
2 City's Planning Department found that the jurisdictional transfers of the SFPUC Additional  
3 Property to SFMTA and the SFMTA Property to SFPUC, and the subsequent Exchange, were all  
4 consistent with the City's General Plan and with Planning Code Section 101.1(b). A copy of such  
5 letter is on file with the Clerk of the Board of Supervisors in File No. 110115 and is incorporated  
6 herein by reference. The Board of Supervisors finds that the actions contemplated in this  
7 Resolution are consistent with the City's General Plan and with Planning Code Section 101.1(b)  
8 for the reasons set forth in said letter; and

9           WHEREAS, Under Motion No. 17774, the San Francisco Planning Commission (Planning  
10 Commission) adopted the Balboa Park Station Area Plan Environmental Impact Report (SCH#  
11 2006072114 (Plan EIR) pursuant to the requirements the California Environmental Quality Act,  
12 California Public Resources Code Sections 21000 et seq. (CEQA), and the Guidelines for  
13 Implementation of CEQA, 14 California Code of Regulations Sections 15000 et seq. (CEQA  
14 Guidelines) on December 4, 2008, which certified the Plan EIR as complete along with other  
15 required findings, and the Plan EIR contemplated, among other things, the jurisdictional transfer of  
16 the SFMTA Property and the SFPUC Property and the Exchange; and

17           WHEREAS, The Planning Commission also adopted environmental findings for the Plan  
18 EIR pursuant to CEQA and a Statement of Overriding Considerations for significant and  
19 unavoidable transportation and historical resources impacts, and established a Mitigation  
20 Monitoring Program that attaches mitigation measures and improvement measures identified in  
21 the Plan EIR (Environmental Findings), all under Motion No. 17775 on December 4, 2008; and

22           WHEREAS, The Board of Supervisors approved Ordinance No. 60-09 to adopt the Balboa  
23 Park Station Area Plan and, as part of that action, also adopted the Environmental Findings as its  
24 own. The Board of Supervisors determines there are no significant new information since its  
25 adoption of the Balboa Park Station Area Plan and Environmental Findings that would change the

1 conclusions of the Plan EIR, or require any changes to the Environmental Findings on which the  
2 Board of Supervisors continues to rely in accordance with CEQA for the actions contemplated  
3 herein. A copy of Ordinance No. 60-09, the Plan EIR and the Planning Commission motions,  
4 including the Environmental Findings, are on file with the Clerk of the Board of Supervisors in File  
5 No. 110115 and are incorporated herein by reference; and

6 WHEREAS, In adopting the SFPUC Exchange Resolution, SFPUC, in accordance with  
7 CEQA, adopted the Environmental Findings, as its own and adopted additional overriding benefits  
8 associated with the actions contemplated in the SFPUC Exchange Resolution; and,

9 WHEREAS, In adopting the Jurisdictional Transfer Resolutions, each of SFPUC and  
10 SFMTA adopted the Environmental Findings as its own; and

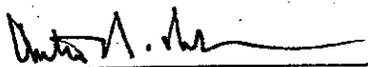
11 WHEREAS, In accordance with the recommendation of the Executive Director/CEO of the  
12 SFMTA, the General Manager of SFPUC, and the Director of Property, the Board of Supervisors  
13 hereby declares that the public interest or necessity will not be inconvenienced by the Exchange  
14 or the jurisdictional transfer of the SFMTA Property and the SFPUC Additional Property; now,  
15 therefore, be it

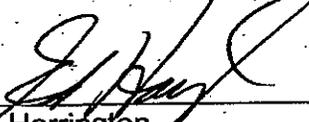
16 RESOLVED, That the Board of Supervisors hereby authorizes and directs the Director of  
17 Property, to transfer jurisdiction of the SFMTA Property to SFPUC and the SFPUC Additional  
18 Property to SFMTA; and, be it

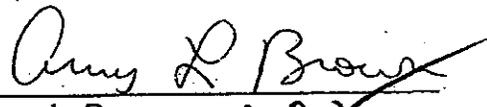
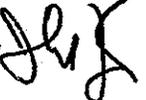
19 RESOLVED, That the Board of Supervisors hereby authorizes and directs the Director of  
20 Property to transfer the SFMTA Property and the SFPUC Reservoir Property to College in  
21 exchange for the College Property and to perform the other transactions described in the  
22 Exchange Agreement; and, be it

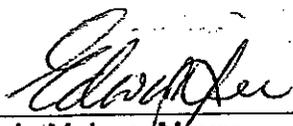
1           FURTHER RESOLVED, That The Mayor, the Clerk of the Board of Supervisors, and  
2 the Director of Property are each authorized and directed to enter to take any and all actions  
3 which such party, in consultation with the City Attorney, determines are in the best interest of  
4 the City, do not materially increase the obligations of the City or materially decrease the  
5 benefits to the City, are necessary or advisable to consummate the performance of the  
6 purposes and intent of this Resolution, and comply with all applicable laws, including the  
7 City's Charter, including any modifications or amendments to the Exchange Agreement.  
8

9 RECOMMENDED:

10  
11   
12 Nathaniel P. Ford Sr.  
13 Executive Director/CEO,  
14 San Francisco Municipal Transportation Agency

15   
16 Ed Harrington  
17 General Manager, SFPUC

18   
19 Amy L. Brown  
20 Director of Property 

21   
22 Edwin M. Lee, Mayor



City and County of San Francisco

Tails

Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 110771

Date Passed: July 19, 2011

Resolution 1) approving the jurisdictional transfer of an approximately 5,835 square foot portion of City property located near Ocean Avenue and Phelan Avenue under the jurisdiction of the San Francisco Public Utilities Commission with an approximately 6,264 square foot portion of adjacent City property under the jurisdiction of the San Francisco Municipal Transportation Agency; 2) approving the subsequent exchange of the 6,264 square foot portion of such City property and an approximately 6.21 acre portion of adjacent City property under the jurisdiction of the San Francisco Public Utilities Commission for adjacent real property owned by the San Francisco Community College District and comprised of approximately 6.60 acres; adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1; and 3) authorizing other actions in furtherance of this Resolution.

July 11, 2011 Land Use and Economic Development Committee - RECOMMENDED..

July 19, 2011 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Mirkarimi and Wiener

File No. 110771

I hereby certify that the foregoing Resolution was ADOPTED on 7/19/2011 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo  
Clerk of the Board.

  
Mayor Edwin Lee

Date Approved

APPENDIX A5



Free Recording Requested Pursuant to Government Code Section 27383

Recording requested by and when recorded mail to:

City and County of San Francisco  
San Francisco Public Utilities Commission  
Real Estate Director  
Public Utilities Commission  
1145 Market Street, 7<sup>th</sup> Floor  
San Francisco, CA 94102

WE HEREBY CERTIFY THAT THIS IS FULL, TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT AS THE SAME APPEARS IN THE OFFICE OF THE COUNTY RECORDER OF SAN FRANCISCO COUNTY, STATE OF CA RECORDED ON 5/17/12 IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS AT PAGE \_\_\_\_\_ SERIAL NO. 2012-J 414058  
CHICAGO TITLE INSURANCE COMPANY  
By Jeff M. Billman

with a copy to:

Real Estate Division  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
Attn: Director of Property

24-1  
27P

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

25 Van Ness Ave  
Lot 1  
Block 3180

ACCESS EASEMENT AGREEMENT  
(Portion of Assessor's Parcel No.1, Block 3180)

This Access Easement Agreement (this "**Agreement**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), and the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code ("**College**"), is executed as of MAY 17, 2012 (the "**Effective Date**").

RECITALS

A. City owns that certain real property described on the attached Exhibit A (the "**City Property**") and College owns that certain adjacent real property described on the attached Exhibit B (the "**College Property**").

B. City and College wish to provide for the construction, use, operation, maintenance and repair of a nonexclusive accessway over the portion of the City Property described on the attached Exhibit C (the "**City Property Easement Area**") and over the portion of the College Property described on the attached Exhibit D (the "**College Property Easement Area**") on the terms specified in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and College hereby agree as follows:

1. Grant of Easement; Accessway. Pursuant to the terms and conditions specified in this Agreement, City grants to College an access easement over the City Property Easement Area and College grants to City an access easement over the College Property Easement Area, for the construction, use, operation, maintenance, and repair of an accessway with two (2) sidewalks (collectively, the "**Accessway**") and for the exercise of their respective rights and obligations hereunder. The City Property Easement Area and the College Property Easement Area shall be collectively referred to as the "**Access Easement Area**".

2. Accessway. College shall construct the Accessway at its sole cost and in compliance with the conditions specified in this Section and in Section 4 (collectively, the "**Minimum Requirements**"). College shall take such actions as may be reasonably necessary to cause such construction to be completed on or before the fifth (5th) anniversary of the Effective Date, subject to any delays caused by City's failure to review, and accept or reject, any documents or materials submitted by College for an Application Package (as defined below) within a reasonable time period, in keeping with the City's standard review and approval processes for similar documents or materials submitted by a Private Party (as defined below). College understands that it shall be College's responsibility to prepare and submit all documents and materials required for a complete Application Package with sufficient time to allow for City review and approval or rejection, and potential resubmission following a City rejection, if applicable, and College shall account for this review and approval process in preparing and scheduling its submittal of such documents and materials to City.

(a) Accessway Configuration. The portion of the Accessway shown as the "East-West Portion" on the attached Exhibit E (the "**Drawing**") shall be sixty feet (60') in width, with three (3) vehicle lanes, two (2) bicycle lanes, and two (2) concrete sidewalks, and provide for two (2) way traffic. The portion of the Accessway shown as the "North-South Portion" on the Drawing shall be fifty feet (50') in width, with two (2) vehicle lanes, two (2) bicycle lanes, and two (2) concrete sidewalks and provide for two (2) way traffic.

The Accessway shall be constructed in conformity with the requirements and standards applicable to a "neighborhood residential street" at the time of construction (a "**Residential Street**"), including all standard improvements. "Neighborhood residential street" shall be as described in Chapter 4.0 of the draft Better Streets Plan Draft for Public Review, released by the City's Planning Department for public comment in June of 2008 (the "**Draft Better Streets Plan**"), as such description may be modified in any final version of the Draft Better Streets Plan adopted by the City. The Accessway shall materially conform to plans and specifications approved in advance by City (the "**Plans**"), or to any modifications to such Plans approved of in advance and in writing by City.

(b) Approval of Plans and Application Package. To request City's approval of College's proposed plans for the Accessway (the "**Draft Plans**"), College shall prepare, at its sole cost, and deliver the following items (collectively, the "**Application Package**") to City's Department of Public Works ("**DPW**") Bureau of Street-Use and Mapping, with a copy to the City contact person specified in Section 9: (i) the Draft Plans, which shall have been prepared by a certified civil engineer at College's sole cost, (ii) a completed and duly executed original of City's application form for a Street Improvement Permit, together with all materials that would customarily be required to be submitted by a non-governmental party pursuant to such application, (iii) College's estimate of the costs it would incur to construct the Accessway pursuant to the Draft Plans, and (iv) the application fee that would be required from a non-governmental party applying to DPW to construct a Public Road (as defined in Section 11) similar to the Accessway (a "**Private Party**").

The Draft Plans shall incorporate all of the Minimum Requirements and all other safety and utility requirements that City requires to construct the Accessway in compliance with the requirements that would be required of a Private Party. College shall further provide City with any other materials that City deems to be necessary for its review of the Application Package, which shall be incorporated as part of the Application Package. Once City receives the complete Application Package and any additional materials so requested by City, the Application Package shall then be submitted for the City review process that would apply to a Private Party.

(c) Construction of Accessway. If City approves of the Application Package, City shall notify College in writing (the "**Construction Approval Notice**"). The Construction Approval Notice may be conditioned on College's agreement to, and performance of, any

conditions precedent specified by City therein, provided that such conditions are those that would be required of a Private Party. Such conditions may include, but are not limited to, College's (i) modification of the Draft Plans to incorporate the requirements typically required for the construction of a similar Residential Street or that would otherwise be required of a Private Party by City, (ii) delivery of an excavation bond and a performance bond, and (iii) acquisition of any additional permits that City would typically require of a Private Party.

If City delivers the Construction Approval Notice, College shall cause the Accessway to be constructed in compliance with the Draft Plans, the Minimum Requirements, the other applicable terms of this Agreement and any conditions specified in the Construction Approval Notice (collectively, the "**Conditions**") within three hundred sixty-five (365) days of the date City delivers the Construction Approval Notice, but not later than the fifth (5<sup>th</sup>) anniversary of the Effective Date (the "**Initial Completion Date**"), unless (i) City and College agree to a later date in writing, or (ii) College cannot complete such construction due to City's failure to perform its obligation to timely review, and approve or reject, Application Package documents and materials pursuant to this Section. City shall have the right to monitor and inspect College's construction of the Accessway at any time, provided that City shall take reasonable efforts to minimize any interference with College's construction activities.

(d) Acceptance of Accessway by College. College shall not accept the constructed Accessway from its contractor without first determining it complies with the Conditions and obtaining agreement of City, acting in its proprietary capacity, to such determination. To request City's agreement to such determination, College shall deliver written notice (the "**Completion Notice**") to City once College determines the Accessway has been constructed in compliance with the Conditions, together with satisfactory evidence that College has obtained the Maintenance Bond (as defined in Section 5 below). City shall deliver written notice to College specifying the agreement, conditional agreement, or disagreement of City, acting in its proprietary capacity, to such determination, and further specifying the reasons for any conditional agreement or disagreement. If City delivers written notice of its conditional agreement or disagreement with the Completion Notice, College shall cause such matter to be satisfactorily corrected prior to accepting the Accessway from its contractor. City shall not unreasonably withhold its agreement to the Completion Notice if the Accessway conforms to the Conditions.

If College and City mutually agree the Accessway has been constructed in compliance with the Conditions, College shall accept the constructed Accessway from its contractor and provide City with a copy of the as-built plans for the Accessway. College acknowledges that City's review or approval of the Accessway pursuant to this Agreement shall be conducted pursuant to City's proprietary capacity only, and College shall, at its sole cost, additionally obtain all necessary reviews and approvals with respect to the Accessway required at any time from City, acting in its regulatory capacity.

(e) Review by City. College acknowledges and agrees that (i) City's review of the Draft Plans, the Application Package and any additional materials related thereto, and City's issuance of the Construction Approval Notice, if any, shall be conducted under City's proprietary capacity and will only be a courtesy review that does not involve the actual issuance of a permit, (ii) City makes no representations or warranties as to the length of time that will be actually necessary for City's full consideration and review of the Draft Plans or the Application Package, (iii) City makes no representations or warranties that it will ultimately approve of the Draft Plans or the Application Package or issue the Construction Approval Notice or respond to a Completion Notice. College further acknowledges and agrees that the Accessway will be a private accessway for use by College and City and their respective invitees, contractors, employees and agents, and governed by the terms of this Agreement.

3. Use of the Access Easement Area. The Access Easement Area shall be used only for the following purposes (collectively, the "**Permitted Uses**"): the construction of the Accessway in

compliance with the terms of this Agreement, pedestrian and vehicular access over the constructed Accessway, and performance of each party's respective rights and obligations under this Agreement. Neither party shall do anything in, on, under or about the Access Easement Area that could damage, endanger or interfere with the Permitted Uses. Without limiting the foregoing, neither party shall undertake or permit any of the following activities without first obtaining the other party's prior written consent: (i) plant trees or shrubs; (ii) construct or place any structures or improvements of any kind or character, including, but not limited to, any pavement, asphalt or similar impermeable ground cover; or (iii) perform any excavation or construction activities.

4. Construction and Maintenance Activities. In addition to complying with all requirements specified elsewhere in this Agreement, all construction or maintenance activities performed in the Access Easement Area shall comply with the following conditions:

(a) All construction and maintenance activities shall comply with all applicable laws and be performed using sound construction practices and in a manner that minimizes interference with the operation and use of the Accessway, the Access Easement Area, the College Property or the City Property. The performing party shall diligently pursue to completion all construction or maintenance activities commenced by such party in the Access Easement Area.

(b) A party shall give at least thirty (30) days' prior written notice of its construction or maintenance activities in the Access Easement Area to the other party, together with a copy of any plans and specifications or other materials reasonably sufficient to describe such planned activities. Such notice shall specify if such activities will interfere with the use and operation of the Accessway and, if so, the extent of the expected interference and the performing party's proposed actions to minimize such interference. A performing party may restrict access to the Access Easement Area while conducting any construction or maintenance activities therein if such restricted access is reasonably necessary to protect public health and safety.

(c) A party shall not be obligated to provide prior written notice of its construction or maintenance activities in the Access Easement Area the other party of in the event of any immediate danger to health or property, in which case a performing party shall verbally notify the other party as soon as reasonably possible.

(d) A party shall secure and pay for any building and other permits and approvals, government fees, licenses and inspections necessary for the proper performance and completion of its activities and that would be required to be obtained by a non-governmental party performing such activity.

(e) A performing party shall have the sole responsibility of locating any utilities that may be on, in or under the Access Easement Area, protect them from damage while conducting any construction or maintenance activities, and arrange and pay for any necessary temporary relocation of City and public utility company facilities, subject to the prior written approval by operator of such affected facilities.

5. Maintenance and Repair.

(a) Once constructed, College shall, at its sole cost, maintain the Accessway in good working order and in a clean, safe and sanitary condition at all times, even if damaged by casualty. If College fails to so maintain the Accessway, and further fails to commence to perform such maintenance within thirty (30) days after receiving City's written notice of such failure, City shall have the right to correct such matter after providing ten (10) days prior notice of such election to College. College shall promptly reimburse City's costs in correcting such matter within thirty (30) days following City's invoice therefor.

(b) Prior to delivering a Completion Notice to City, College shall post a maintenance bond or other acceptable security ("**Maintenance Bond**") for 100% of actual cost of the Accessway and naming City and College as beneficiaries thereunder to guarantee that the Accessway shall be free from defects in material or workmanship and shall perform satisfactorily for a period (the "**Maintenance Bond Period**") of three (3) years after the date the Completion Notice is delivered to City.

(c) If City accepts the Accessway as a Public Road (as defined in Section 11) during the Maintenance Bond Period, such acceptance shall not constitute a waiver of defects by the City. College guarantees that the Accessway shall be free from defects in material or workmanship and shall perform satisfactorily during the entire Maintenance Bond Period. During the Maintenance Bond Period, College shall correct, repair, or replace any defects in the Accessway at its own expense within ten (10) days following the date that City delivers notice any such defect to College. College's obligation to correct, repair, or replace any defects in the Accessway during the Maintenance Bond Period shall survive the City's acceptance of the Accessway as a Public Road.

6. **Hazardous Materials.** Neither party shall use, store, locate, handle or cause or permit the dumping or other disposal or release on or about the Access Easement Area of any Hazardous Material. Unless caused by the activities of City or its Agents, if there is a leakage or spill of Hazardous Materials on the College Property Easement Area, College shall bear the cost and expense to clean the contaminated property in compliance with applicable laws. Unless caused by the activities of College or its Agents, if there is a leakage or spill of Hazardous Materials on the City Property Easement Area, City shall bear the cost and expense to clean the contaminated property in compliance with applicable laws.

"**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Access Easement Area or are naturally occurring substances in the Access Easement Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Access Easement Area.

If either party defaults in its obligations under this Section, then such defaulting party shall indemnify, defend and hold harmless the other party against any and all Claims (defined as follows) arising at any time as a result of such default, except to the extent the other party or its Agents are responsible for such Claims. "**Claims**" shall mean all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind. Each party's foregoing indemnity obligation shall survive the termination or extinguishment of this Agreement or the easements granted hereunder.

7. Insurance.

(a) Each party shall procure at its expense and keep in effect at all time, in form and from an insurer reasonably accept to the other party, as follows:

(i) Commercial general liability insurance with limits not less than \$2,000,000 each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. Such policy shall include endorsements for (1) false arrest, detention or imprisonment or malicious prosecution; (2) libel, slander or defamation of character; (3) wrongful entry or eviction or invasion of the right of privacy. Any deductible under such policy shall not exceed \$10,000 for each occurrence.

(ii) Business automobile liability insurance with limits not less than \$1,000,000 for each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles, as applicable. Any deductible under such policy shall not exceed \$10,000 for each occurrence.

(iii) Workers' Compensation Insurance, including Employers' Liability, with limits not less than \$1,000,000 for each accident, covering all employees employed in or about the Access Easement Area to provide statutory benefits as required by the laws of the State of California.

(b) All insurance policies required hereunder shall (i) be written on an occurrence basis, (ii) name the other party, together with its officers, agents and employees, as additional insureds, (iii) specify that such policies are primary insurance to any other insurance available to the additional insureds with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought, (iv) provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, (v) afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period, and (vi) be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage to the other party.

(c) requested, a party shall deliver to the other party certificates of insurance in form and with insurers satisfactory to the requesting party, evidencing the coverages required hereunder, together with complete copies of the policies at such requesting party's request. If a party fails to procure such insurance, or to deliver such policies or certificates, the other party may procure, at its option, such insurance on such defaulting party's behalf, and the defaulting party shall pay the acting party for the cost thereof within five (5) days of the acting party's delivery of bills therefor.

(d) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(e) A party's compliance with the provisions of this Section shall in no way relieve or decrease such party's indemnification obligations or other obligations under this Agreement. Each party shall be responsible, at its expense, for separately insuring its personal property.

(f) Notwithstanding anything to the contrary contained herein, each party hereby waives any right of recovery against the other party for any loss or damage sustained by such damaged party with respect to the Access Easement Area, whether or not such loss is caused by the fault or negligence of the other party, to the extent such loss or damage is covered by insurance that the damaged party is required to purchase under this Agreement or is otherwise actually recovered from valid and collectible insurance covering such damaged party. Each party agrees to obtain a waiver of subrogation endorsement from each insurance carrier issuing policies

relative to the Access Easement Area; provided, however, that failure to do so shall not affect the above waiver.

(g) College acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any insurance with respect to this Agreement; provided, however, that if any of City's successors or assigns under this Agreement is not a public entity, such non-public successor or assign shall carry the insurance specified in this Section. City assumes the risk of damage to any of its personal property, except for damage caused by College or its Agents.

8. Indemnity. City shall indemnify, defend, reimburse and hold harmless College from and against any and all Claims arising out of or relating to the activities of City or any City Agent in the Access Easement Area, except to the extent caused by the intentional acts or negligence of College or any College Agents or the failure of City to perform or comply with its obligations under this Agreement; provided, however, that City shall not be liable to College under any circumstances for any consequential, incidental or punitive damages. "**Agents**" shall mean a party's officers, agents, employees, representatives, trustees, contractors or invitees.

College shall indemnify, defend, reimburse and hold harmless City and City's Agents and each of them, from and against any and all Claims arising out of or relating to the use of the Access Easement Area by College or any College Agents, except to the extent caused by the intentional acts or negligence of City or any City Agents, except to the extent caused by the intentional acts or negligence of College or any College Agents or the failure of City to perform or comply with its obligations under this Agreement; provided, however, that College shall not be liable to City under any circumstances for any consequential, incidental or punitive damages.

The foregoing indemnities shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, and shall survive any termination or extinguishment of this Agreement or the easements granted hereunder.

9. Notices. All notices, demand, consents or approvals given hereunder shall be in writing and shall be personally delivered, or sent by a nationally-recognized overnight courier service that provides next business day delivery services, provided that next business day service is requested, or by United States first-class mail, postage prepaid, to the following addresses (or any other address that a party designates by written notice delivered to the other party pursuant to the provisions of this Section):

If to City:

Rosanna S. Russell  
Real Estate Director  
San Francisco Public Utilities Commission  
1145 Market Street, 7<sup>th</sup> Floor  
San Francisco, CA 94102

with a copy to:

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

If to College:

Peter Goldstein  
Vice Chancellor of Finance and Administration  
San Francisco Community College District  
33 Gough Street  
San Francisco, CA 94103

with a copy to:

Deborah L. Miller  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

10. Waiver of Claims. College covenants and agrees that City shall not be responsible for or liable to College for, and College hereby waives all rights against City and its Agents and releases City and its Agents from, any and all Claims relating to any injury, accident or death of any person or loss or damage to any property, in or about the Access Easement Area, from any cause whatsoever. Nothing herein shall relieve City from liability to the extent caused by the negligence or willful misconduct of City or its Agents or its failure to perform its obligations pursuant to this Agreement, but City shall not be liable under any circumstances for any consequential, incidental or punitive damages. City would not be willing to enter into this Agreement or transfer the Property to College in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its agents, and College expressly assumes the risk with respect thereto. Accordingly, as a material part of the consideration for this Agreement, College fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims, and covenants not to sue, City or its Agents for any matters arising out of this Agreement or the Access Easement Area, except to the extent such Claims result from the negligence and willful misconduct of City or its Agents or the failure of City to perform or comply with its obligations under this Agreement. In connection with the foregoing release, College acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

College acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. College realizes and acknowledges that it has agreed to this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination or extinguishment of this Agreement or the easements granted hereunder.

11. Conversion of Accessway Into Public Road.

(a) City shall have the right, in its sole discretion, to cause the Accessway to become a road that is a part of City's street system (a "**Public Road**"). If City elects to exercise such right, City shall deliver at least sixty (60) days' prior written notice to College of such election (a "**Termination Notice**") and specifying the date the Accessway shall be accepted by City and dedicated as a Public Road. On or before such date, College shall (i) transfer fee title in the College Property Easement Area and all of its interest in the Access Easement Area and the Accessway to City, subject only to the title exceptions existing as of the date of this Agreement or otherwise agreed to in writing by City (each, a "**Permitted Exception**"), at no cost to City, provided that if City elects to obtain title insurance to insure such fee title interest or if City elects to cause the transfer to be handled through a private escrow holder, City shall pay the premium of such title insurance and the escrow costs, subject to College's obligation to remove, at its sole cost, any title exceptions it is required to remove pursuant to this Section, (ii) deliver any documents reasonably required by City to terminate the easement interests granted to College pursuant to this Agreement, (iii) cause any title exception that affects the College Property Easement Area or its interest in the Access Easement Area that is not a Permitted Exception to be removed from record title at College's sole cost, and (iv) duly execute, acknowledge and deliver

to City a quitclaim deed in substantially the form attached as Exhibit F to transfer fee title to the College Property Easement Area to City.

(b) The "**Acceptance Date**" shall mean the date that each of the following conditions is satisfied or waived by City: (i) all requirements, if any, specified in the Termination Notice are satisfied or waived by City; (ii) College has performed its obligations under this Section; (iii) each of City's Board of Supervisors and Mayor finally approves of the ordinance that accepts the Accessway as a Public Road and any appeal period for such approval has lapsed; (iv) a City engineer issues a certification that the Accessway has been completed in compliance with this Agreement and that all construction and maintenance costs for the Accessway accrued as of such date have been paid; and (v) City causes a "Notice of Completion and Acceptance" for the Accessway to be recorded in the Official Records of San Francisco County. Neither any City reviews pursuant Section 2(e) nor City's issuance of a Construction Approval Notice shall be deemed to affect, or be a waiver of, any additional review or inspection that City elects to perform in determining whether to accept the Accessway as a Public Road.

(c) As of the Acceptance Date, College shall be released from its Accessway maintenance and repair obligations under Section 5(a) above; provided, however, that if the Acceptance Date occurs during the Maintenance Bond Period, College shall continue to maintain the Maintenance Bond for the remainder of the Maintenance Bond Period. College acknowledges that City's acceptance of the Accessway as a Public Road and the termination of College's Accessway maintenance obligations under Section 5(a) above shall be sufficient consideration for the termination of College's interest in the Access Easement Area and the Accessway and transfer of fee title in the College Property Easement Area to City.

12. Run with the Land; Exclusive Benefit of Parties. The rights and obligations set forth herein shall run with the land and shall bind and inure to the benefit of the successors and assigns of the parties hereto. This Agreement is for the exclusive benefit of College and City and their respective successors and assigns and not for the benefit of, nor give rise to any claim or cause of action by, any other party. This Agreement shall not be deemed a dedication of any portion of the Access Easement Area to or for the benefit of the general public.

13. Proprietary Capacity. College understands and agrees that City is entering into this Agreement in its proprietary capacity and not as a regulatory agency with certain police powers. Notwithstanding anything to the contrary herein, no approval by City of the Plans, or any other plans submitted by College to City for City's approval pursuant to this Agreement nor any other approvals by City hereunder shall be deemed to constitute approval of City acting in its regulatory capacity or any governmental or regulatory authority with jurisdiction over the Access Easement Area.

14. As Is Condition. COLLEGE ACCEPTS THE ACCESS EASEMENT AREA IN ITS "AS IS" CONDITION, AND ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCESS EASEMENT AREA. CITY ACCEPTS THE ACCESS EASEMENT AREA IN ITS "AS IS" CONDITION, AND ACKNOWLEDGES AND AGREES THAT NEITHER COLLEGE NOR ANY OF ITS AGENTS HAVE MADE, AND COLLEGE HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCESS EASEMENT AREA. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules and ordinances governing the use of the Access Easement Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Access Easement Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is each party's sole obligation to conduct an independent investigation of the Access Easement Area and all matters relating to its use hereunder, including, without limitation, the suitability of

the Access Easement Area for such uses. Each party, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for such party to make use of the Access Easement Area in the manner contemplated hereby.

15. No Liens, Encumbrances or Signs. Each party shall keep the Access Easement Area free from liens arising out of any work performed, material furnished or obligations incurred such party, and College shall keep the College Property Easement Area free from any liens or encumbrances. Neither party shall place, erect or maintain any sign, advertisement, banner or similar object on or about the Access Easement Area without first obtaining the other party's written consent, which shall not be unreasonably withheld provided that such proposed item is necessary to manage the flow of vehicular, bicycle and pedestrian use of the Accessway.

16. Possessory Interest Taxes. College recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that College may be subject to the payment of property taxes levied on such interest under applicable law. College agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on College's interest under this Agreement or use of the Access Easement Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on College's usage of the Access Easement Area that may be imposed upon College by applicable law. College shall pay all of such charges when they become due and payable and before delinquency.

17. Prevailing Wages. City and College agree that the provisions of Section 6.22(E) of the San Francisco Administrative Code, as such provisions may be amended from time to time, shall be incorporated by this reference in this Agreement to the extent applicable. Any person performing labor for the Easement Work (as defined below) shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco 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. Each party shall include, in any contract for any Easement Work, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Each party shall further require that any contractor performing any of the Easement Work shall provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the construction of any Easement Work.

"Easement Work" shall mean the construction of the Accessway or any other improvements to the Access Easement Area pursuant to this Agreement or in the maintenance, repair, or replacement of the Accessway or such other improvements.

18. Covenant Not to Discriminate. Each of College and City covenants and agrees not to discriminate on the basis of the 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, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee or, any employee working with, or applicant for employment with, such party in any of such party's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by either party.

19. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and College and recorded in the Official Records of the City and County of San Francisco. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This Agreement contains the entire agreement between the parties with respect to the matters set forth herein and all prior negotiations, discussions, understandings and agreements are merged herein. (d) This Agreement

shall be governed by California law and City's Charter. (e) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience, notwithstanding City's or College's use of its own attorneys. (f) This Agreement does not create a partnership or joint venture between City and College as to any activity conducted by College on, in or relating to the Access Easement Area. (g) City's obligations hereunder are contingent upon approval of this instrument by City's Public Utilities Commission and the City's Board of Supervisors and Mayor, each in their respective sole discretion, and the easements granted hereunder and this Agreement shall be null and void if such approval is not obtained, and College's obligations hereunder are contingent upon approval of this instrument by the College's Board of Trustees, in its sole discretion, and the easements granted hereunder and this Agreement shall be null and void if such approval is not obtained. (h) Time is of the essence of this Agreement and each party's performance of its obligations hereunder. (i) All representations, warranties, waivers, releases, and indemnities given or made in this Agreement shall survive the termination of this Agreement or the extinguishment of the easements granted hereunder. (j) If any provision of this Agreement is deemed invalid by a judgment or court order, such invalid provision shall not affect any other provision of this Agreement, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as partially invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purpose of this Agreement. (k) All section and subsection titles are included only for convenience of reference and shall be disregarded in the construction and interpretation of the Agreement. (l) College represents and warrants to City that the execution and delivery of this Agreement by College and the person signing on behalf of College below has been duly authorized, and City represents and warrants to College that the execution and delivery of this Agreement by City and the person signing on behalf of City below has been duly authorized.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COLLEGE:**

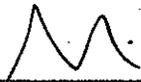
**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT**, an institution of higher education organized under the State of California Education Code

By:   
Peter Goldstein  
Vice Chancellor of Finance and Administration

Date: 4/20/12

APPROVED AS TO FORM:

SHUTE, MIHALY & WEINBERGER LLP

By:   
Deborah L. Miller

**CITY:**

**CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation

By: \_\_\_\_\_  
John Updike  
Acting Director of Property

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

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Carol Wong, Deputy City Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COLLEGE:**

**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT**, an institution of higher education organized under the State of California Education Code

By: \_\_\_\_\_  
Peter Goldstein  
Vice Chancellor of Finance and Administration

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

APPROVED AS TO FORM:

SHUTE, MIHALY & WEINBERGER LLP

By: \_\_\_\_\_  
Deborah L. Miller

**CITY:**

**CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation

By: \_\_\_\_\_  
John Updike  
Acting Director of Property

Date: 4/27/2012

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Carol Wong, Deputy City Attorney

State of California )  
County of San Francisco )

On April 20, 2012, before me, Jeanne Cain Freed, Notary Public, personally appeared Peter Goldstein, 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 Jeanne Cain Freed (Seal)



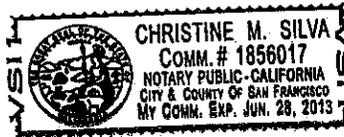
State of California        )  
                                      )  
County of San Francisco    )

On April 27<sup>th</sup>, 2012, before me, CHRISTINE M. SILVA, a notary public in and for said State, personally appeared JOHN UPDIKE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *Christine M. Silva* (Seal)



## Exhibit A

### Legal Description of City Property

All that real property situate in the City and County of San Francisco, State of California, described as follows:

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, also being a portion of that certain parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records, more particularly described as follows:

**BEGINNING** at a point on the southerly line of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, from which the southeasterly corner of said Parcel bears North  $89^{\circ}36'00''$  East, 366.02 feet distant; said corner also being on the westerly line of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along said southerly line of said parcel

1. South  $89^{\circ}36'00''$  West 656.18 feet, to the southwest corner of said parcel, said corner also being the northwest corner of said Parcel 22; thence southerly along the westerly line of last said Parcel
2. South  $00^{\circ}24'00''$  East, 1078.75 feet to a point, from which the southwest corner of said Parcel 22, said point also being on the northerly line of Ocean Avenue (80.00 feet wide), bears South  $00^{\circ}24'00''$  East, 155.32 feet distant; thence leaving the line of said Parcel 22 and along the southerly line of said parcel described in said deed from the City and County of San Francisco to the San Francisco Community College District
3. South  $75^{\circ}22'33''$  East 584.33 feet; thence
4. North  $14^{\circ}38'04''$  East 13.86 feet; thence
5. North  $89^{\circ}01'17''$  East 94.17 feet to a point westerly 366.02 feet perpendicularly distant from the westerly line of said Phelan Avenue; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue
6. North  $00^{\circ}40'45''$  West 1215.91 feet to the **POINT OF BEGINNING.**

Being a portion of Assessor's Block 3180, lot 1

Containing an area of 17.60 acres, more or less.

## Exhibit B

### Legal Description of College Property

All that real property situate in the City and County of San Francisco, State of California, described as follows:

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, also being a portion of that certain parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records, more particularly described as follows:

**BEGINNING** at the southeast corner of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, said corner also being on the westerly line of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along the southerly line of said parcel South  $89^{\circ} 36' 00''$  West 366.02 feet, more or less, to a point westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from the westerly line of Phelan Avenue

1. South  $00^{\circ} 40' 45''$  East 1215.91 feet to the southerly line of that parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records; thence along said southerly line
2. North  $89^{\circ} 01' 17''$  East 148.03 feet; thence leaving said southerly line,
3. South  $00^{\circ} 58' 43''$  East, 58.00 feet; thence
4. North  $89^{\circ} 01' 17''$  East 217.67 feet to said westerly line of Phelan Avenue; thence northerly along said westerly line
5. North  $00^{\circ} 40' 45''$  West 1270.21 feet to the **POINT OF BEGINNING.**

Being a portion of Assessor's Block 3180, lot 1

Containing an area of 10.49 acres, more or less

**Exhibit C**

**City Property Easement Area**

[see attached]

## LEGAL DESCRIPTION FOR ROAD EASEMENT

All that real property situated in the City and County of San Francisco, State of California.

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, more particularly described as follows:

An **EASEMENT** for road access purposes over a strip of land, fifty (50) feet wide, the easterly line of which is described as follows:

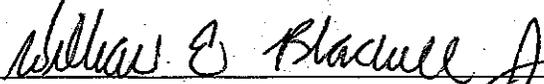
**COMMENCING** at the southeast corner of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, said corner also being on the westerly of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along the southerly line of said parcel South 89° 36' 00" West 366.02 feet, more or less, to a point westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue, said point being the **TRUE POINT OF BEGINNING**; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from the westerly line of Phelan Avenue South 00°40'45" East 1215.91 feet to the southern line of that parcel quitclaimed to the San Francisco Community College District, from the City and County of San Francisco, described in that exchange deed recorded October 15, 1992 in Reel F734 at Image 746, Official Records of the City and County of San Francisco.

Being a portion of Assessor's Block 3180, Lot 190

Containing an area of 1.40 acres (60,808 square feet), more or less

The Basis of Bearing for this parcel is the westerly line of the Spring Valley Water Company Parcel as said parcel is shown on that certain map entitled "Map of Westwood Park" filed in Book H of Maps, at pages 65-71, inclusive, Official records of the City and County of San Francisco, taken as South 00°24'00" East.

This real property description was prepared by me, or under my direction in conformance with the Land Surveyors Act.

  
William E. Blackwell Jr. P.I.S. No. 8251  
Survey Associate  
City and County of San Francisco, Ca.

4/24/2012  
Dated



**Exhibit D**

**College Property Easement Area**

[see attached]

**LEGAL DESCRIPTION**  
FOR  
**ROAD EASEMENT**

All that real property situated in the City and County of San Francisco, State of California.

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, described as follows:

An **EASEMENT** for road access purposes over a strip of land, sixty (60) feet wide, the northerly line of which is described as follows:

**BEGINNING** at the southeast corner of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, said corner also being on the westerly of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along the southerly line of said parcel South 89° 36' 00" West 366.02 feet, more or less, to a point westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue.

Being a portion of Assessor's Block 3180, Lot 191.

Containing an area of 0.50 acres (21,953 square feet), more or less. The Basis of Bearing for this parcel is the westerly line of the Spring Valley Water Company Parcel as said parcel is shown on that certain map entitled "Map of Westwood Park" filed in Book H of Maps, at pages 65-71, inclusive, Official records of the City and County of San Francisco, taken as South 00°24'00" East.

This real property description was prepared by me, or under my direction in conformance with the Land Surveyors Act.

  
William E. Blackwell Jr. P.L.S. No. 8251

Survey Associate  
City and County of San Francisco, Ca.

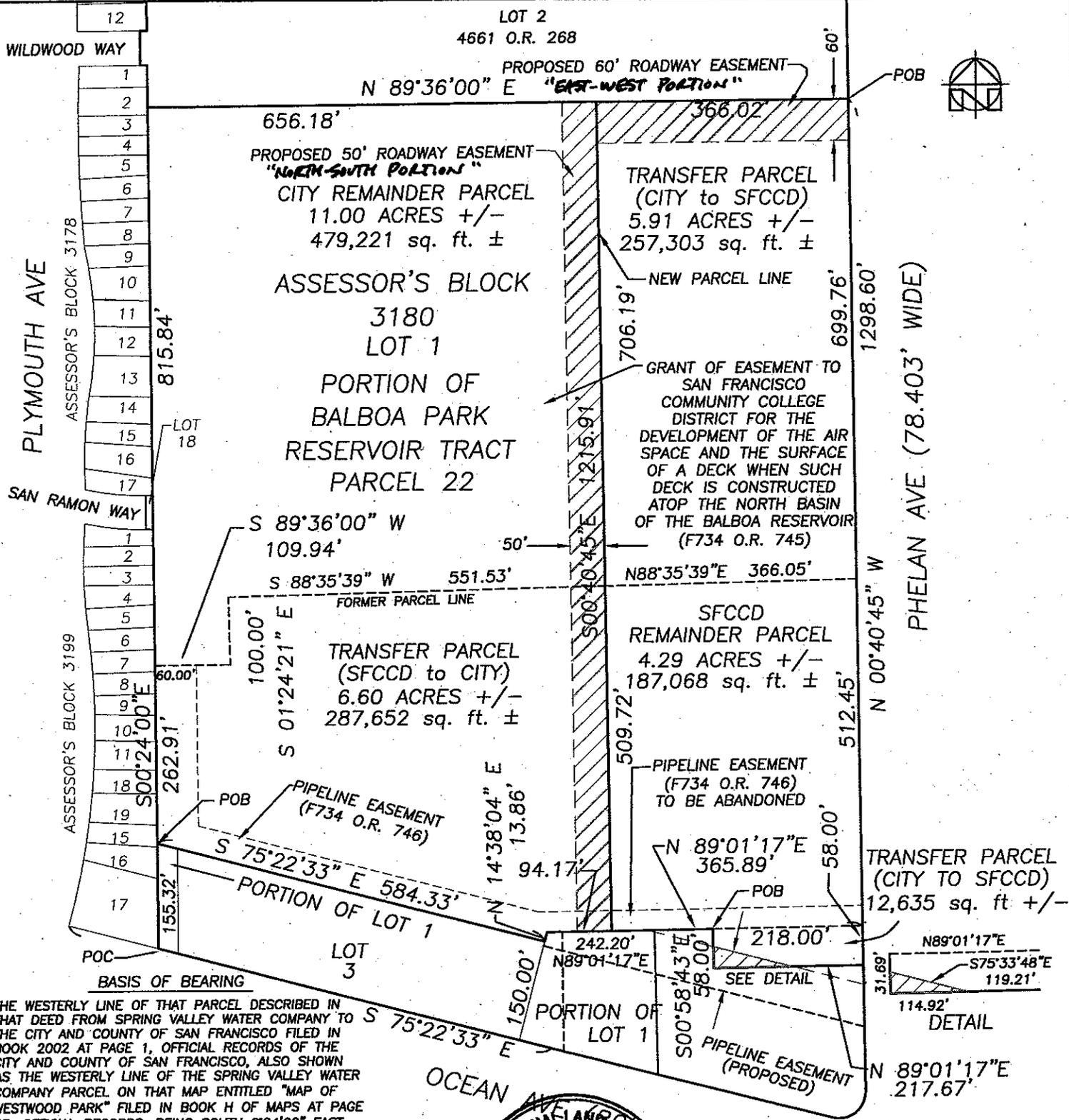
4-24-2012  
Dated



**Exhibit E**

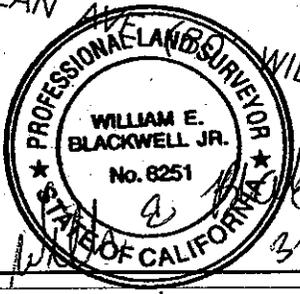
**Depiction of Accessway**

[see attached]



THE WESTERLY LINE OF THAT PARCEL DESCRIBED IN THAT DEED FROM SPRING VALLEY WATER COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO FILED IN BOOK 2002 AT PAGE 1, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO SHOWN AS THE WESTERLY LINE OF THE SPRING VALLEY WATER COMPANY PARCEL ON THAT MAP ENTITLED "MAP OF WESTWOOD PARK" FILED IN BOOK H OF MAPS AT PAGE 65, OFFICIAL RECORDS, BEING SOUTH 0°24'00" EAST, BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON A FIELD SURVEY.

**LEGEND**  
 CITY = CITY AND COUNTY OF SAN FRANCISCO  
 SFCCD = SAN FRANCISCO COMMUNITY COLLEGE DISTRICT  
 POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING



**EXHIBIT**

SKETCH TO ACCOMPANY  
 LEGAL DESCRIPTIONS  
 BALBOA RESERVOIR LAND TRANSFER

BY wb jr CHKD. \_\_\_\_\_ DATE 01/18/2012 SCALE 1" = 200' SHEET 6 of 6 JOB NO. 2012-03

CITY AND COUNTY OF SAN FRANCISCO  
 DEPARTMENT OF PUBLIC WORKS  
 BUREAU OF STREET USE AND MAPPING

875 STEVENSON STREET Rm 410  
 SAN FRANCISCO, CA. 94103  
 (415) 554-5833

**Exhibit F**

**Quitclaim Deed**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax of \$0 based on  
full value of the property conveyed

---

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

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code ("Grantor"), hereby RELEASES, REMISES AND QUITCLAIMS to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, any and all right, title and interest Grantor may have in and to the real property located in the City and County of San Francisco, State of California, described on the attached Exhibit A.

Executed as of \_\_\_\_\_.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT,  
an institution of higher education organized under the State  
of California Education Code

By: \_\_\_\_\_  
Peter Goldstein  
Its: Vice Chancellor of Finance and Administration

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

APPROVED AS TO FORM:

SHUTE, MIHALY & WEINBERGER LLP

By: \_\_\_\_\_  
Deborah L. Miller

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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

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

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

John Updike  
Acting Director of Property

**EXHIBIT A**

**Legal Description of Property**

APPENDIX A6



Free Recording Requested Pursuant to  
Government Code Section 27383

Recording requested by and  
when recorded mail to:

City and County of San Francisco  
San Francisco Public Utilities Commission  
Real Estate Asset Manager  
Public Utilities Commission  
1145 Market Street, 7<sup>th</sup> Floor  
San Francisco, CA 94102

WE HEREBY CERTIFY THAT THIS IS FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
DOCUMENT AS THE SAME APPEARS IN THE  
OFFICE OF THE COUNTY RECORDER OF  
San Francisco COUNTY, STATE OF  
CA RECORDED ON 5/17/12  
IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS  
AT PAGE \_\_\_\_\_ SERIAL NO. 2012J414494  
CHICAGO TITLE INSURANCE COMPANY  
By Jeff Bellmer

with a copy to:

Real Estate Division  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
Attn: Director of Property

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

PIPELINE EASEMENT AGREEMENT  
(Portion of Assessor's Parcel Block No. 3180, Lot 1)

This Pipeline Easement Agreement (this "**Agreement**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), and the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code ("**College**"), is executed as of MAY 17, 2012 (the "**Effective Date**").

RECITALS

A. City owns and operates two (2) thirty-six inch (36") diameter water transmission pipelines (the "**Pipelines**") on the real property described on the attached Exhibit A (the "**Pipeline Property**").

B. Immediately prior to the recordation of this Agreement, City owned the property described on the attached Exhibit B (the "**Bookstore Property**"), which is partially comprised of a portion of the Pipeline Property, and City agreed to transfer the Bookstore Property to College on the express condition that College immediately grant City a pipeline easement over the portion of the Bookstore Property described on the attached Exhibit C (the "**Pipeline Easement Area**") on the terms and conditions specified in this Agreement.

C. College accepted the Bookstore Property from City pursuant to such condition, and the parties wish to enter into this Agreement to set forth the terms of such pipeline easement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Easement. Pursuant to the terms and conditions specified in this Agreement, College grants to City a pipeline easement (the "**Pipeline Easement**") over, across, in, and on the

Pipeline Easement Area for the Pipelines and all appurtenances and appliances related thereto, including, but not limited to, casings, casements, sleeves, valves, braces, concrete vaults, fittings, and cathodic protection (collectively, the "**Pipeline Facilities**").

2. Permitted Uses. City shall have the right to access, install, construct, operate, maintain, use, repair and replace the Pipeline Facilities, to take all activities reasonably necessary to protect the Pipeline Facilities, and to exercise its rights and obligations set forth in this Agreement (collectively, the "**Permitted Uses**"). The Pipeline Facilities shall remain City's property at all times and City shall have the right to remove, or take out of active service, any or all of the Pipeline Facilities at any time and for any length of time.

3. Construction Activities and Uses.

(a) City's exercise of the Permitted Uses may result in the damage, removal or trimming of trees and landscaping, including shrubs, flowers, plants, and grass. City shall have no obligation to replace any such affected grass, trees or landscaping.

(b) While conducting any construction or maintenance activities pursuant to its rights under this Agreement, City may restrict access to Pipeline Easement Area to protect the health and safety of the public, and College shall cooperate with such restrictions.

(c) City shall deliver written notice to College at least five (5) business days prior to commencing any work in the Pipeline Easement Area, except in the event of any immediate danger to health or property, in which case City shall verbally notify College as soon as reasonably possible. City shall deliver written notice to College at least thirty (30) calendar days' prior to City's planned commencement of construction activities in the Pipeline Easement Area, together with any plans and specifications prepared by City for such construction activities.

4. College Use of the Pipeline Easement Area. College shall not do anything in, on, under or about the Pipeline Easement Area that could damage, endanger or interfere with the Pipeline Facilities or could interfere with the Permitted Uses. Without limiting the foregoing, College shall not undertake or permit any of the following activities within the Pipeline Easement Area without first obtaining the City's prior written consent, which consent shall not be unreasonably withheld: (i) plant or replant trees or shrubs; (ii) construct or place any structures or improvements of any kind or character, including, but not limited to, any pavement, asphalt or similar impermeable ground cover; (iii) operate or place vehicles or equipment in excess of the standards established by AASHTO-H20; or (iv) perform any excavation.

5. Maintenance and Repair. City will install, operate, maintain, repair and, at its sole election, replace or remove, the Pipeline Facilities at its sole cost; provided, however, that if any repair or replacement work arises from the actions of College or any Agents (as defined in Section 6) of College, College shall reimburse City for the cost of such repair or replacement work, and any resulting costs incurred by City if such actions impact the transmission and delivery of water, within thirty (30) days following City's written demand therefor. City shall keep the Pipeline Easement Area free from any liens arising out of any work performed, material furnished, or obligations incurred by or for City therein pursuant to this Agreement, and City shall maintain the Pipeline Facilities in a safe, secure, and sanitary condition at all times, even if damaged by casualty.

City, at its sole expense, shall comply with all applicable laws, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force with respect to City's activities in the Pipeline Easement Area. City shall conduct, or shall cause its Agents to conduct, all activities in the Pipeline Easement Area in a safe and reasonable manner. After any entry by City in the Pipeline Easement Area, City shall restore any affected portion of the Pipeline Easement Area to substantially the same condition

and grade it was in immediately prior to such entry (to the extent that such condition complies with the conditions set forth in this Agreement), provided that City shall have no obligation to remove any grass, landscaping or trees, as further specified in Section 3(a). If any portion of the Bookstore Property or any improvements, fixtures, equipment, or personal property thereon is damaged by the activities of City or any City Agents, City shall immediately, at its sole cost, repair any and all such damage.

6. Hazardous Materials. Neither party shall use, store, locate, handle or cause or permit the dumping or other disposal or release on or about the Pipeline Easement Area of any Hazardous Material. Unless caused by the activities of City or its Agents, if there is a leakage or spill of Hazardous Materials on the Pipeline Easement Area, College shall bear the cost and expense to clean the contaminated property in compliance with applicable laws.

"**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Pipeline Easement Area or are naturally occurring substances in the Pipeline Easement Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Pipeline Easement Area.

If either party defaults in its obligations under this Section, then such defaulting party shall indemnify, defend and hold harmless the other party against any and all Claims (defined as follows) arising at any time as a result of such default, except to the extent the other party or its Agents (defined as follows) are responsible for such Claims. "**Claims**" shall mean all demands, claims, legal or administrative proceedings, liabilities, losses, costs, penalties, expenses, fines, liens, judgments, damages and liabilities of any kind, and "**Agents**" shall mean a party's officers, agents, employees, representatives, trustees or contractors. Each party's foregoing indemnity obligation shall survive the termination or extinguishment of this Agreement or the Pipeline Easement.

7. Insurance. College acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any insurance with respect to this Agreement. City assumes the risk of damage to any of its personal property, except for any damage caused by College or its Agents.

8. Notices. All notices, demand, consents or approvals given hereunder shall be in writing and shall be personally delivered, or sent by a nationally-recognized overnight courier service that provides next business day delivery services, provided that next business day service is requested, or by United States first-class mail, postage prepaid, to the following addresses (or any other address that a party designates by written notice delivered to the other party pursuant to the provisions of this Section):

If to City: Rosanna S. Russell  
Real Estate Asset Manager  
San Francisco Public Utilities Commission  
1145 Market Street, 7<sup>th</sup> Floor  
San Francisco, CA 94102

with a copy to: City and County of San Francisco  
Real Estate Division  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
Attn: Director of Property

If to College: Peter Goldstein  
Vice Chancellor of Finance and Administration  
San Francisco Community College District  
33 Gough Street  
San Francisco, CA 94103

with a copy to: Deborah L. Miller  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

9. Indemnity. City shall indemnify, defend, reimburse and hold harmless College and any College Agents, and each of them, from and against any and all Claims arising out of or relating to the activities of City or any City Agent in the Pipeline Easement Area, except to the extent caused by the intentional acts or negligence of College or any College Agents or the failure of College to perform or comply with its obligations hereunder.

College shall indemnify, defend, reimburse and hold harmless City and any City Agents, and each of them, from and against any and all Claims arising out of or relating to the activities of College or any College Agents in the Pipeline Easement Area, except to the extent caused by the intentional acts or negligence of City or any City Agents or the failure of City to perform or comply with its obligations hereunder.

The foregoing indemnities shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, and shall survive any termination or extinguishment of the Pipeline Easement or this Agreement.

10. Waiver of Claims.

(a) Except for any indemnification obligations of City pursuant to this Agreement, College covenants and agrees that City shall not be responsible for or liable to College for, and College hereby waives all rights against City and its Agents and releases City and its Agents from, any and all Claims relating to any injury, accident or death of any person or loss or damage to any property, in or about the Pipeline Easement Area, from any cause whatsoever. Nothing herein shall relieve City from liability to the extent caused by the negligence or willful misconduct of City or its Agents, but City shall not be liable under any circumstances for any consequential, incidental or punitive damages. City would not be willing to enter into this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its agents, and College expressly assumes the risk with respect thereto

Accordingly, as a material part of the consideration for this Agreement, College fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims, and covenants not to

sue, City or its Agents for any matters arising out of this Agreement or the Pipeline Easement Area, except to the extent such Claims result from the negligence and willful misconduct of City or its Agents or the failure of City to perform its indemnification obligations pursuant to this Agreement. In connection with the foregoing release, College acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

College acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. College realizes and acknowledges that it has agreed to this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Agreement.

(b) Except for any indemnification obligations of College pursuant to this Agreement, City covenants and agrees that College shall not be responsible for or liable to City for, and City hereby waives all rights against College and its agents and releases College and its Agents from, any and all Claims relating to any injury, accident or death of any person or loss or damage to any property, in or about the Pipeline Easement Area, from any cause whatsoever. Nothing herein shall relieve College from liability to the extent caused by the negligence or willful misconduct of College or its Agents, but College shall not be liable under any circumstances for any consequential, incidental or punitive damages. College would not be willing to enter into this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of College or its agents, and City expressly assumes the risk with respect thereto. Accordingly, as a material part of the consideration for this Agreement, City fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims, and covenants not to sue, College or its Agents for any matters arising out of this Agreement or the Pipeline Easement Area, except to the extent such Claims result from the negligence and willful misconduct of College or its Agents or the failure of College to perform its indemnification obligations pursuant to this Agreement. In connection with the foregoing release, City acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

City acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. City realizes and acknowledges that it has agreed to this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Agreement.

11. Run with the Land; Exclusive Benefit of Parties. The rights and obligations set forth herein shall run with the land and shall bind and inure to the benefit of the successors and assigns of the parties hereto. This Agreement is for the exclusive benefit of College and City and their respective successors and assigns and not for the benefit of, nor give rise to any claim or cause of action by, any other party. This Agreement shall not be deemed a dedication of any portion of the Pipeline Easement Area to or for the benefit of the general public.

12. As Is Condition. CITY ACCEPTS THE PIPELINE EASEMENT AREA PURSUANT TO THIS AGREEMENT IN ITS "AS IS" CONDITION, AND ACKNOWLEDGES AND AGREES THAT NEITHER COLLEGE NOR ANY OF ITS AGENTS HAVE MADE, AND COLLEGE HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PIPELINE EASEMENT AREA. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules, and ordinances governing the use of the Pipeline Easement Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Pipeline Easement Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is City's sole obligation to conduct an independent investigation of the Pipeline Easement Area and all matters relating to its use hereunder, including, without limitation, the suitability of the Pipeline Easement Area for such uses. The City, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for such party to make use of the Pipeline Easement Area in the manner contemplated hereby.

13. MacBride Principles – Northern Ireland. 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. City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. College acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

14. Tropical Hardwood and Virgin Redwood Ban. 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.

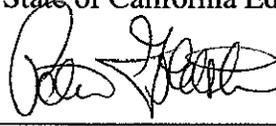
15. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and College and recorded in the Official Records of the City and County of San Francisco. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This Agreement contains the entire agreement between the parties with respect to the Pipeline Easement and all prior negotiations, discussions, understandings and agreements are merged herein. (d) This Agreement shall be governed by California law and City's Charter. (e) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience, notwithstanding City's or College's use of its own attorneys. (f) This Agreement does not create a partnership or joint venture between City and College as to any activity conducted by College on, in or relating to the Pipeline Easement Area. (g) City's obligations hereunder are contingent upon approval of this instrument by City's Public Utilities Commission and the City's Board of Supervisors and Mayor, each in their respective sole discretion, and the Pipeline Easement and this Agreement shall be null and void if such approval is not obtained, and College's obligations hereunder are contingent upon approval of this instrument by the College's Board of Trustees, in its sole discretion, and the Pipeline Easement and this Agreement shall be null and void if such approval is not obtained. (h) Time is of the essence of this Agreement and each party's performance of its obligations hereunder. (i) All representations, warranties, waivers, releases, indemnities and surrender obligations given or made in this Agreement shall survive the termination of this Agreement or the extinguishment of the Pipeline Easement. (j) If any provision of this Agreement is deemed invalid by a judgment or court order, such invalid provision shall not affect any other provision of this Agreement, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as partially invalidated would be unreasonable or grossly inequitable under all of the

circumstances or would frustrate the purpose of this Agreement. (k) All section and subsection titles are included only for convenience of reference and shall be disregarded in the construction and interpretation of the Agreement. (l) College represents and warrants to City that the execution and delivery of this Agreement by College and the person signing on behalf of College below has been duly authorized, and City represents and warrants to College that the execution and delivery of this Agreement by City and the person signing on behalf of City below has been duly authorized.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COLLEGE:** SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code

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

Peter Goldstein

Its: Vice Chancellor of Finance and Administration

Date: 4/2/12

APPROVED AS TO FORM:

SHUTE, MIHALY & WEINBERGER LLP

By:  \_\_\_\_\_  
Deborah L. Miller

**CITY:** CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Acting Director of Property

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

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Carol Wong  
Deputy City Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COLLEGE:** SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code

By: \_\_\_\_\_  
Peter Goldstein  
Its: Vice Chancellor of Finance and Administration  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
SHUTE, MIHALY & WEINBERGER LLP

By: \_\_\_\_\_  
Deborah L. Miller

**CITY:** CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: \_\_\_\_\_  
John Updike  
Acting Director of Property  
Date: 4/27/2012

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

By: \_\_\_\_\_  
Carol Wong  
Deputy City Attorney

State of California )  
 ) ss  
County of San Francisco )

On April 20, 2012, before me, Jeanne Cain Freed, a notary public in and for said State, personally appeared Peter Goldstein, 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 Jeanne Cain Freed (Seal)



State of California )  
County of San Francisco )

On April 27<sup>th</sup>, 2012, before me, CHRISTINE M. SILVA, a notary public in and for said State, personally appeared JOHN UPDIKE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *Christine M. Silva* (Seal)

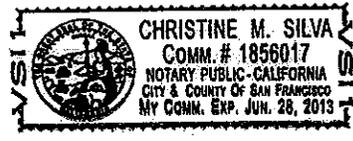


Exhibit A

**Legal Description of Pipeline Property**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Assessor's Block 3180; Lot 001, as shown on Record of Survey 5951, filed for record, June 2, 2010, in Book DD of Survey Maps at pages 38 and 39, and shown on those Certificates of Correction recorded July 20, 2010 as Document number 2010-I998415-00 and December 14, 2010 as Document number 2010-J098072-00, all Official Records of the City and County of San Francisco, said real property more particularly described as follows:

Beginning at the most easterly corner of Lot 003 of Assessor's Block 3180 as shown on said Record of Survey; thence,

North  $14^{\circ}38'00''$  East, 13.86 feet along the northerly prolongation of the easterly line of said Lot 003 to the westerly terminus of that certain course labeled " $N89^{\circ}01'17''E$  460.03' (T)"; thence,

Along last said course, North  $89^{\circ}01'17''$  East, 166.96 feet; thence,

South  $75^{\circ}22'00''$  East, 303.85 feet, to the westerly line of Phelan Avenue (78.403 feet wide); thence,

South  $00^{\circ}40'12''$  East, 62.21 feet along said westerly line; thence,

Leaving said westerly line, North  $75^{\circ}22'00''$  West, 481.07 feet, to the easterly line of Assessor's Block 3180, Lot 003, as said Block and Lot are shown on said Record of Survey; thence,

North  $14^{\circ}38'00''$  East, 1.21 feet to the Point of Beginning.

Containing 24,760 square feet/0.568 acres more or less.

Being a portion of Assessor's Block 3180, lot 1

Above described real property shown on attached plat and by reference made a part hereof.

  
Bruce R. Storrs, PLS. No. 6914 Date JUNE 17, 2011  
My license expires September 30, 2011  
City and County Surveyor  
City and County of San Francisco



**Exhibit B**

**Legal Description of Bookstore Property**

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, also being a portion of that certain parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records, more particularly described as follows:

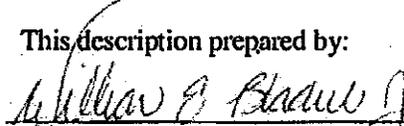
**COMMENCING** at the southwest corner of said Parcel 22, said point being on the northerly line of Ocean Avenue; thence northerly along the westerly line of said Parcel 22 North 00°24'00" West 155.32 feet to the southerly line described in that deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992, in Book f-734 at page 746, Official Records; thence along said southerly line South 75°22'33" East 584.33 feet; thence North 14°38'04" East 13.86 feet; thence North 89°01'17" East 242.20 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said southerly line North 89°01'17" East 218.00 feet to the westerly line of Phelan Avenue, (78.403 feet wide) as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence southerly along said westerly line South 00°40'45" East 58.00 feet; thence leaving said westerly line North 89°01'17" West 217.67 feet; thence at a right angle North 00°58'43" West 58.00 feet **TO THE TRUE POINT OF BEGINNING**.

Containing an area of 0.29 acres (12,635 sq. ft.), more or less

Being a portion of Assessor's Block 3180, lot 1

The Basis of Bearing for these parcels is the westerly line of the Spring Valley Water Company Parcel as said parcel is shown on that certain map entitled "Map of Westwood Park" filed in Book H of Maps, at pages 65-71, inclusive, Official records of the City and County of San Francisco, taken as South 00°24'00" East.

This description prepared by:

  
WILLIAM E. BLACKWELL JR, PLS, No. 8251  
Expires 12/31/13



**Exhibit C**

**Legal Description of Pipeline Easement Area**

*[see attached]*

## LEGAL DESCRIPTION FOR PIPELINE EASEMENT

All that real property situated in the City and County of San Francisco, State of California.

An **EASEMENT** for pipeline purposes, more particularly described as follows:

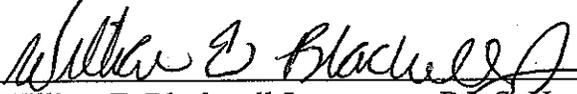
**COMMENCING** at the southwest corner of said Parcel 22, said point being on the northerly line of Ocean Avenue; thence northerly along the westerly line of said Parcel 22 North  $00^{\circ}24'00''$  West 155.32 feet to the southerly line described in that deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992, in Book f-734 at page 746, Official Records; thence along said southerly line South  $75^{\circ}22'33''$  East 584.33 feet; thence North  $14^{\circ}38'04''$  East 13.86 feet; thence North  $89^{\circ}01'17''$  East 242.20 feet; thence leaving said southerly line at a right angle South  $00^{\circ}58'43''$  East 58.00 feet to the **TRUE POINT OF BEGINNING**; thence at a right angle North  $89^{\circ}01'17''$  East 114.92 feet; thence North  $75^{\circ}33'48''$  West 119.21 feet; thence South  $00^{\circ}58'43''$  East 31.69 feet to the **TRUE POINT OF BEGINNING**.

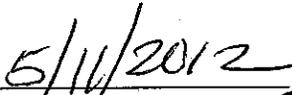
Being a portion of Assessor's Block 3180, Lot 191.

Containing an area of 1,821 square feet, more or less.

The Basis of Bearing for this parcel is the westerly line of the Spring Valley Water Company Parcel as said parcel is shown on that certain map entitled "Map of Westwood Park" filed in Book H of Maps, at pages 65-71, inclusive, Official records of the City and County of San Francisco, taken as South  $00^{\circ}24'00''$  East.

This real property description was prepared by me, or under my direction in conformance with the Land Surveyors Act.

  
William E. Blackwell Jr. P.L.S. No. 8251  
Survey Associate  
City and County of San Francisco, Ca.

  
Dated

