File No. 120363 Committee Item No. 11
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Land Use and Economic Development **Date** June 25, 2012

Board of Supervisors Meeting **Date** _____

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

☒	☐	Planning Commission Motion No. 18592
☒	☐	Planning Commission Motion No. 18596
☒	☐	DPW SUR Map No. Q-20-701, dtd 3/27/12
☒	☐	Agreement for Transfer of Real Estate
☒	☐	Notice of Public Hearing
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Completed by: Alisa Miller **Date** June 22, 2012
Completed by: _____ **Date** _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

[Land Transfer Agreement - Sale of a Portion of San Jose Avenue Between 27th Street and Cesar Chavez Street - Sutter West Bay Hospitals - California Pacific Medical Center: St. Luke's Campus]

Resolution authorizing the Director of Property to execute a Land Transfer Agreement with Sutter West Bay Hospitals, doing business as California Pacific Medical Center, for the future conveyance by the City and County of San Francisco to California Pacific Medical Center of real property consisting of a portion of San Jose Avenue between 27th Street and Cesar Chavez Street; and making findings, including findings under the California Environmental Quality Act and findings of consistency with the General Plan and Planning Code Section 101.1.

WHEREAS, The City and County of San Francisco (the "City") owns certain real property known as San Jose Avenue located between 27th Street and Cesar Chavez Street in the City ("Street Property"). The location and extent of the Street Property is shown on the Department of Public Works' SUR Map No. Q-20-701, dated March 27, 2012. A copy of this map is on file with the Clerk of the Board of Supervisors in File No. 120363 and is incorporated herein by reference; and,

WHEREAS, The Street Property is located within a portion of the St. Luke's Campus of California Pacific Medical Center ("CPMC"). The Street Property is gated at its northern end where it meets Cesar Chavez Street and has not been open to through traffic since at least 1968. The Street Property is used by CPMC for St. Luke's Campus related purposes under a Street Encroachment Permit, recorded May 15, 1968, as instrument No. Q 63257, in Book B 241, Page 991; and

WHEREAS, CPMC proposed to design and develop a new hospital on the St. Luke's Campus. The new hospital and associated entry plaza and pedestrian pathway, would be located on the Street Property; and

WHEREAS, CPMC and the City have negotiated an Agreement for Transfer of Real Estate (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. 120363, which provides for transfer of the City's interest in the Street Property to CPMC, subject to the satisfaction of express conditions, including the effective date of the street vacation after the relocation of existing utility facilities on the Street Property, and the vacation or releasing of the Encroachment Permit. The Agreement does not bind the City to approving the vacation of the Street Property or approving CPMC's Long Range Development Plan ("LRDP") or any other proposed development. Rather the Agreement sets forth the terms of the real estate transaction should the conditions, including the approval and effective date of the street vacation, be satisfied; and,

WHEREAS, On April 26, 2012, the City's Planning Commission conducted a duly noticed public hearing on CPMC's LRDP, including the proposed vacation and sale of the Street Property. The Planning Commission found by Motion No. 18596 that the LRDP and other actions contemplated therein, including the Street Property sale are consistent with the City's General Plan, as proposed to be amended concurrently herewith, and the eight priority policies of Planning Code Section 101.1. A copy of said Resolution is on file with the Clerk of the Board of Supervisors in File No. 120363; and

WHEREAS, At its hearing on April 26, 2012, the Planning Commission certified by Motion No. 18588 a Final Environmental Impact Report ("FEIR") for the CPMC LRDP pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"), the CEQA Guidelines (14 Cal. Code Reg. Section 15000 et seq.) and Chapter 31 of the Administrative Code, and in Motion

No. 18589, adopted on April 26, 2012, the Planning Commission adopted findings pursuant to CEQA, including a statement of overriding considerations and a mitigation monitoring and reporting program; now therefore, be it

RESOLVED, The Board of Supervisors finds that the transfer of the Street Property is consistent with the General Plan, amended concurrently herewith, and with the eight Priority Policies of Planning Code Section 101.1, for the reasons set forth in Planning Commission Motion No. 18592, and the Board hereby incorporates such findings by reference as though fully set forth herein; and, be it

FURTHER RESOLVED, The Board has reviewed the FEIR and adopts and incorporates by reference as though fully set forth herein, the findings, including a statement of overriding consideration and mitigation monitoring and reporting program, as adopted by the Planning Commission on April 26, 2012 in Planning Commission Motion No. 18589. Said findings and MMRP are on file with the Clerk of the Board of Supervisors in File No. 120357; and, be it

FURTHER RESOLVED, Pursuant to the appraisal prepared on behalf of the City's Department of Real Estate, the fair market value of the Street Property is One Million Ten Thousand Dollars ($1,010,000), which is the purchase price to be paid by CPMC as provided in and subject to the terms of the Agreement; and be it

FURTHER RESOLVED, Entering into the Agreement with CPMC is appropriate and in the City's best interests to allow for the redevelopment of the St. Luke's Campus and the construction of a new St. Luke's Hospital; and, be it

FURTHER RESOLVED, In accordance with the recommendation of the Director of Property, the Board of Supervisors hereby approves the Agreement and authorizes the Director of Property to execute the Agreement in substantially the form in the Board's file together with any other documents that are necessary or advisable to effectuate the purpose

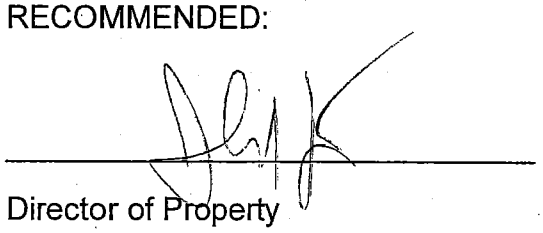
and intent of this Resolution, and further authorizes City staff to take such actions as may be required to complete the transaction as set forth in the Agreement; and, be it

FURTHER RESOLVED, The Board of Supervisors authorizes the Director of Property to enter into any additions or amendments to the Agreement and any related documents or instruments that the Director of Property determines, in consultation with the City Attorney, are in the City's best interests, do not materially decrease City's benefits, do not materially increase City's obligations or liabilities, and are necessary and advisable to complete the transaction contemplated by the Agreement and effectuate the purpose of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Director of Property of any such document or instrument; and, be it

FURTHER RESOLVED, All actions before the adoption of this Resolution by City staff consistent with this resolution and the Agreement are hereby approved, confirmed and ratified; and be it

FURTHER RESOLVED, That this Resolution shall become effective 30 days from the date of passage. This Resolution shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance No. _____ becomes effective. A copy of said Ordinance is on file with the Clerk of the Board of Supervisors in File No. 120459.

RECOMMENDED:



Director of Property

BOARD of SUPERVISORS

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

April 25, 2012

Planning Commission
Attn: Linda Avery
1660 Mission Street, 5th Floor
San Francisco, CA 94103

Dear Commissioners:

April 10, 2012, Mayor Lee introduced the proposed legislation regarding the California Pacific Medical Center Long Range Development Plan (list of legislation attached).

These proposed ordinance and resolutions are being transmitted pursuant to Planning Code Section 302(b) for public hearing and recommendation. They are pending before the Land Use & Economic Development Committee and will be scheduled for hearing upon receipt of your response.

Angela Calvillo, Clerk of the Board
Alisa Miller
By: Alisa Miller, Committee Clerk
Land Use & Economic Development Committee

c: John Rahaim, Director of Planning
Scott Sanchez, Zoning Administrator
Bill Wycko, Chief, Major Environmental Analysis
AnMarie Rodgers, Legislative Affairs
Monica Pereira, Environmental Planning
Joy Navarrete, Environmental Planning

CEQA Clearance under Final Environmental Impact Report for California Pacific Medical Center Long Range Development Plan, Case 2005.0555E, Certified April 26, 2012. CPC M-19588

4/30/12

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
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April 27, 2012

Ms. Angela Calvillo, Clerk
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: **Transmittal of Planning Department Case Numbers:**
2009.0885MTZCBRSK, 2009.0886MTZCBRSK, 2012.0403W:
California Pacific Medical Center Long Range Development Plan Project

BOS File No.'s: 120357, 120358, 120359, 120360, 120366, plus *pending* General Plan Amendment File No's_____ and _____.
Planning Commission Recommendation: *Approval*

Dear Ms. Calvillo,

Attached please find one original hardcopy plus this electronic transmittal of the proposed General Plan Amendment Ordinances, Planning Code Text Amendment Ordinances, Zoning Map Amendment Ordinances, and a Development Agreement Ordinance (collectively, the "Ordinances") for Board of Supervisors' approval. These Ordinances are associated with the California Pacific Medical Center Long Range Development Plan Project (hereinafter "CPMC LRDP Project"), which is a multi-phased development strategy to meet state seismic safety requirements for hospitals and to create a 20-year framework for CPMC's four existing medical campuses and for construction of a proposed new medical campus (the "Cathedral Hill Campus") in San Francisco. The proposed LRDPs would facilitate the development of certain Near-Term Projects under the CPMC LRDP at CPMC's St. Luke's, Cathedral Hill, and Davies Campuses.

On April 5, 2012, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the initiation of the proposed General Plan Amendment Ordinances associated with the CPMC LRDP Project.

On April 10, 2012, the Mayor introduced at the regularly scheduled Board of Supervisors hearing various legislation associated with the CPMC LRDP Project, including the Planning Code Text Amendment Ordinances, Zoning Map Amendment Ordinances, and a Development Agreement Ordinance.

On April 26, 2012, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinances as part of the CPMC LRDP Project.

* Complete memorandum in File No. 120357 *

SAN FRANCISCO
PLANNING DEPARTMENT

Executive Summary

CPMC Long Range Development

HEARING DATE: APRIL 26, 2012

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Date:	April 12, 2012
Case No.:	**Cathedral Hill Campus:** 2009.0885MTZWCBRSK **St. Luke's Campus:** 2009.0886MTZWCBRSK **Davies Campus:** 2004.0603CW **All Campuses:** 2005.0555E; 2012.0403W
Project Address:	**Cathedral Hill Campus:** 1100 & 1101 Van Ness Avenue; 1255 Post Street; 1020, 1028-1030, 1034-1036, 1040-1052, 1054-1060, and 1062 Geary Street; 1375 Sutter Street **St. Luke's Campus:** 3555, 3615 Cesar Chavez Street; 1580 Valencia Street **Davies Campus:** 601 Duboce Avenue **Pacific Campus:** 2315 & 2333 Buchanan Street; 2300 California Street; 2330, 2340-2360, 2351, 2400, & 2405 Clay Street; 2315, 2323, 2324, 2329, & 2395 Sacramento Street; 2018, 2100 & 2200 Webster Street **California Campus:** 3698, 3700, 3838 & 3848-3850 California Street; 3801, 3905, 3773 & 3901 Sacramento Street; 460 Cherry Street
Zoning/Ht. & Blk.	**Cathedral Hill Campus:** RC-4,Van Ness Special Use District/130-V; NC-3/130-E **St. Luke's Campus:** RH-2/105-E, 65-A **Davies Campus:** RH-3/65-D, 130-E **Pacific Campus:** RM-1, RM-2; 40-X, 160-F **California Campus:** RH-2, RM-2; 40-X, 80-E
Proposed Zoning/ Height & Bulk:	**Cathedral Hill Campus:** RC-4, Van Ness Special Use District, Van Ness Avenue Medical Use Subdistrict/265-V (hospital site), 130-V (MOB site); NC-3/130-E (1375 Sutter Street site) **St. Luke's Campus:** RH-2, Cesar Chavez/Valencia Streets Medical Use Special Use District/105-E **Davies Campus:** No Change **Pacific Campus:** No Change **California Campus:** No Change
Assessor's Block/Lot:	**Cathedral Hill Campus:** 0695/005, 006; 0694/005, 006, 007, 008, 009, 009A, 010; 0690/016 **St. Luke's Campus:** 6575/001, 002; 6576/021 and a portion of San Jose Avenue between Cesar Chavez Street and 27th Street **Davies Campus:** 3539/001 **Pacific Campus:** 0612/008; 0613/002, 029; 0628/013, 014; 0629/041, 044; 0636/033; 0637/014, 015, 016, 017, 018, 019 **California Campus:** 1015/001, 016, 052, 053, 054; 1016/001, 002, 003, 004, 005, 006, 007, 008, 009; 1017/027, 028

* Complete memorandum in File No. 120357 *

SAN FRANCISCO
PLANNING DEPARTMENT

Planning Commission Motion No.18592
GENERAL PLAN FINDINGS
PLANNING CODE SECTION 101.1 FINDINGS
HEARING DATE: APRIL 26, 2012

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Date:	April 12, 2012
Project Name:	**California Pacific Medical Center Long Range Development Plan**
Case Numbers:	**2005.0555E; 2009.0886MTZCBRKS; 2009.0885MTZCBRKS; 2004.0603C; 2012.0403W**
Initiated by:	Geoffrey Nelson, CPMC 633 Folsom Street, 5th Floor San Francisco, CA 94107 (415) 600-7206 NelsonGK@Sutterhealth.org
Staff Contact:	Elizabeth Watty, Planner Elizabeth.Watty@sfgov.org, 415-558-6620
Reviewed By:	Kelley Amdur, Director Neighborhood Planning Kelley.Amdur@sfgov.org, 415-558-6351
Recommendation:	**Adopt General Plan/Planning Code 101.1 Consistency Findings**

ADOPTING FINDINGS OF CONSISTENCY WITH THE SAN FRANCISCO GENERAL PLAN AND PLANNING CODE SECTION 101.1 FOR THE CALIFORNIA PACIFICA MEDICAL CENTER'S LONG RANGE DEVELOPMENT PLAN TO ALLOW THE IMPLEMENTATION OF THE NEAR-TERM PROJECTS AND THE LEGISLATION ASSOCIATED THEREWITH, ALONG WITH THE DEVELOPMENT AGREEMENT ("PROJECT"), AT THE CATHEDRAL HILL CAMPUS (ASSESSOR'S BLOCKS-LOTS: 0690-016, 0694-005, 0694-006, 0694-007, 0694-008, 0694-009, 0694-009A, 0694-010, 0695-005, 0695-006); St. LUKE'S CAMPUS (ASSESSOR'S BLOCKS-LOTS 6575/001, 002; 6576/021 AND A PORTION OF SAN JOSE AVENUE BETWEEN CESAR CHAVEZ STREET AND 27TH STREET) AND THE DAVIES CAMPUS (ASSESSOR' BLOCK-LOTS 3539-001), AND INCLUDING ENVIRONMENTAL FINDINGS.

PREAMBLE

The CPMC Long Range Development Plan ("LRDP") is a multi-phased development strategy to meet state seismic safety requirements for hospitals mandated originally in 1994 by Senate Bill ("SB") 1953 as modified through successor legislation, and to create a 20-year framework for CPMC's four existing medical campuses and for construction of a proposed new medical campus in San Francisco.

The four existing CPMC medical campuses are the St. Luke's Campus in the Mission District, Pacific Campus in the Pacific Heights area, the California Campus in the Presidio Heights area, and the Davies Campus in the Duboce Triangle area. The proposed new medical campus is the Cathedral Hill

SAN FRANCISCO
PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- ☐ Affordable Housing (Sec. 415)
- ☐ Jobs Housing Linkage Program (Sec. 413)
- ☒ Other: Development Agreement
- ☐ First Source Hiring
- ☐ Child Care Requirement (Sec. 414)
- ☐ Other: Street Tree In-Lieu Fee

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Planning Commission Motion No. 18596
General Plan Referral

HEARING DATE: APRIL 26, 2012

Date:	April 12, 2012
Case No.:	2005.0555E; 2009.0886MTZCBRSK; 2012.0403W
Project Address:	3555 Cesar Chavez Street; 3615 Cesar Chavez Street; 1580 Valencia Street
Zoning/Ht. & Blk.	RH-2/105-E, 65-A
Proposed Zoning/ Height & Bulk:	RH-2, Cesar Chavez Valencia Streets Medical Use Special Use District/ 105-E
Assessor's Block/Lot:	6575/001, 002; 6576/021 and a portion of San Jose Avenue between Cesar Chavez Street and 27th Street
Project Sponsor:	Geoffrey Nelson, CPMC 633 Folsom Street, 5th Floor San Francisco, CA 94107 (415) 600-7206 NelsonGK@Sutterhealth.org
Staff Contact:	Elizabeth Watty – (415) 558-6620 Elizabeth.Watty@sfgov.org

ADOPTING FINDINGS RELATING TO THE DETERMINATION THAT: (1) THE SALE, VACATION, AND CHANGE OF USE OF A PORTION OF THE SAN JOSE AVENUE RIGHT-OF-WAY LOCATED BETWEEN 27TH STREET AND CESAR CHAVEZ STREET, (2) THE CHANGES TO THE SIDEWALK WIDTH ALONG (A) THE SOUTHERLY SIDE OF CESAR CHAVEZ STREET BETWEEN GUERRERO AND VALENCIA STREETS; (B) THE WESTERLY SIDE OF VALENCIA STREET BETWEEN CESAR CHAVEZ STREET AND DUNCAN STREET; AND (C) THE NORTHERN PORTION OF 27TH STREET STARTING AT THE INTERSECTION OF SAN JOSE AVENUE AND 27TH STREET CONTINUING WEST FOR 44.24 FEET, IN ASSOCIATION WITH THE DEVELOPMENT OF A NEW FIVE-STORY, 146,410 G.S.F, ST. LUKE'S REPLACEMENT HOSPITAL, WOULD BE CONSISTENT WITH THE OBJECTIVES AND POLICIES OF THE GENERAL PLAN AND THE PRIORITY POLICIES OF PLANNING CODE SECTION 101.1; AND MAKING AND ADOPTING ENVIRONMENTAL FINDINGS.

PREAMBLE

On June 10, 2005, Ralph F. Marchese of The Marchese Company, Inc., on behalf of California Pacific Medical Center (hereinafter referred to variously as "CPMC" and "Project Sponsor"), submitted an Environmental Evaluation Application ("EEA") with the Planning Department (hereinafter "Department"), Case No. 2005.0555E.[1] The Department issued a Notice of Preparation of Environmental Review on July 1, 2006, to owners of properties within 300 feet, adjacent tenants, and other potentially interested parties.

On January 13, 2009, CPMC revised its EEA to include updates regarding CPMC's Long Range Development Plan ("LRDP") Project, including the proposal for a new St. Luke's Replacement Hospital and St. Luke's Medical Office Building.

On June 10, 2010, the Project Sponsor submitted a request for a General Plan Referral regarding the vacation of a portion of San Jose Avenue between 27th and Cesar Chavez Streets. On September 26, 2011, the Project Sponsor submitted a request for a General Plan Referral associated with sidewalk width changes along certain streets adjacent to the St. Luke's Campus (2009.0886R).

On June 10, 2010, the Project Sponsor submitted a request, as modified by subsequent submittals, to amend the following sections of the General Plan: (1) "Map 4 – Height Map" of the Urban Design Element, to reflect a maximum height of 105'-0" applicable to the St. Luke's Campus (all of Assessor's Block 6575, Lot 021 in Block 6576, and a portion of San Jose Avenue between Cesar Chavez Street and 27th Street that will be vacated as part of the project, and their successor Blocks and Lots); and (2) "Map 5 – Bulk Map" of the Urban Design Element, to reflect the proposed maximum plan and maximum diagonal plan dimensions of 227' and 270', respectively, for the St. Luke's Replacement Hospital ("Replacement Hospital") site, and 204' and 228', respectively, for the St. Luke's Medical Office Building ("St. Luke's MOB") site (2009.0886M).

On June 10, 2010, the Project Sponsor submitted a request, as modified by subsequent submittals, to amend the following sections of the San Francisco Planning Code: (1) Add Section 249.68 to establish the Cesar Chavez/Valencia Streets Medical Use Special Use District ("SUD") and allow a floor area ratio of 2.5 to 1 in the Cesar Chavez/Valencia Streets Medical Use SUD; and (2) add Section 124(k) to allow a floor area ratio of 2.5 to 1 in the Cesar Chavez/Valencia Streets Medical Use SUD. (Case No. 2009.0886T).

On June 10, 2010, the Project Sponsor submitted a request, as modified by subsequent submittals, to amend the following Zoning Maps of the San Francisco Planning Code: (1) Map HT07 to reclassify the St. Luke's Hospital site and all other portions of the St. Luke's Campus within the 65-A Height and Bulk District to the 105-E Height and Bulk District; and (2) Map SU07 to show the boundaries of the Cesar Chavez/Valencia Streets Medical Use SUD (Case No. 2009.0886Z).

On June 10, 2010, the Project Sponsor filed an application with the Department, as modified by subsequent submittals, for Conditional Use authorization under Planning Code Sections 134, 136, 151,

[1] At the time of this application, the Cathedral Hill Hospital site was within the boundaries, and was governed by the land use controls, of the Western Addition A-2 Plan. Those controls expired on January 1, 2009.

303, 304, 209.3(a), 209.9(b), 253, 270, and 271, to amend the existing Planned Unit Development (hereinafter "PUD") for CPMC's St. Luke's Campus to allow construction of the St. Luke's Hospital building, demolition of the existing St. Luke's Hospital Tower, and the construction of the St. Luke's MOB with (1) exceptions to/exemptions from the rear yard and off-street parking requirements of Planning Code Sections 134 and 151; (2) exceptions from the dimension limitations for projections over streets or alleys; (3) to allow buildings over 40'-0" in an RH-2 District; and (4) to allow deviation from bulk limits, at Assessor's Block 6575/001, 002; 6576/021; and a portion of San Jose Avenue between Cesar Chavez Street and 27th Street (3555 Cesar Chavez Street, 3615 Cesar Chavez Street, 1580 Valencia Street), within an RH-2 (Residential, House, Two-Family) District and a 105-E Height and Bulk District ("St. Luke's Replacement Hospital and MOB Project").

On June 10, 2010, the Project Sponsor submitted a request, as modified by subsequent submittals, for the allocation of Office Space for approximately 99,848 s.f of medical office space in the proposed St. Luke's MOB (Case No. 2009.0886B).

On July 21, 2010, the Draft Environmental Impact Report ("DEIR") for CPMC's LRDP Project, including the St. Luke's Replacement Hospital and MOB Project, was prepared and published for public review, and was available for public comment until October 19, 2010.

On September 23, 2010, the Planning Commission ("Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the DEIR. On March 29, 2012, the Department published a Comments and Responses document, responding to comments made regarding the DEIR prepared for the LRDP. Together, the Comments and Responses ("C&R") document, the DEIR, and any Errata Sheets, (the Appendices to the DEIR and C&R document), Department staff testimony and responses to questions and comments at the Commission's April 26, 2012, public hearing regarding certification of the Final EIR, and all of the supporting information that has been reviewed and considered by the Department comprise the Final Environmental Impact Report for the LRDP ("FEIR").

On March 30, 2012, the Project Sponsor submitted an Application for a Development Agreement relating to the construction and reconstruction of health care facilities in furtherance of the CPMC's LRDP by and between the City and County of San Francisco and CPMC, pursuant to Administrative Code Section 56.4. This Application was endorsed and accepted as complete by the Planning Director on April 4, 2012.

On April 5, 2012, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting and adopted Motion No. 18571, initiating the requested General Plan Amendments.

On April 10, 2012, the Mayor, at the Board of Supervisors hearing, introduced the (1) Planning Code Text Amendments in Board File No. 120358; (2) the Zoning Map Amendments in Board File No. 120360, (3) the street vacation ordinance in Board File No. 120361, (4) the Transfer Agreement in Board File No. 120363, (5) the Development Agreement in Board File No. 120366, and (5) sidewalk width legislation in Board File No. 120365.

On April 26, 2012, the Commission reviewed and considered the FEIR and found that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 *et*

seq.)("CEQA"), 14 California Code of Regulations Sections 15000 *et seq.* (the "CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the FEIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the DEIR, and certified the FEIR for the LRDP Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Linda Avery, is the custodian of records, located in the File for Case No. 2005.0555E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the LRDP Project, which material was made available to the public and this Commission for this Commission's review, consideration and action.

On April 26, 2012, the Commission (1) adopted Motion No. 18588 certifying the FEIR as accurate, adequate and complete, (2) adopted Motion No. 18589, adopting CEQA findings, including a Statement of Overriding Considerations, and adopting the MMRP, and (3) adopted other Motions and Resolutions with respect to the LRDP Project.

On April 26, 2012, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting and adopted: (1) Resolution No. 18590, recommending that the Board of Supervisors approve the requested General Plan Amendments; (2) Motion No. 18592, making findings of consistency with the General Plan and Planning Code Section 101.1; (3) Resolution No. 18593, recommending that the Board of Supervisors approve the requested Planning Code Text and Map Amendments; (4) Motion No. 18594, approving the proposed Conditional Use authorization; (5) Motion No. 18595, approving the allocation of the proposed office space; and (6) Resolution No. 18602, recommending that the Board of Supervisors approve the proposed draft Development Agreement.

The Planning Department, Linda Avery, is the custodian of records, located in the File for Case No. 2009.0886MTZCBRSK, at 1650 Mission Street, Fourth Floor, San Francisco, California.

On April 26, 2012, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the General Plan Referral in Case No. 2009.0886MTZCBRSK.

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

MOVED, that the Commission hereby adopts the General Plan Referral described in Application No. 2009.0886MTZCBRSK, based on the following findings:

FINDINGS

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

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

2. **Site Description and Present Use.** The St. Luke's Campus is located in the southeastern quadrant of the City and occupies a full city block plus a surface parking lot on a portion of the adjacent block, totaling approximately 3.6 acres. It is bounded by Cesar Chavez Street, Valencia Street, Duncan Street, one lot to the west of San Jose Avenue, and 27th Street. The Campus currently contains eight buildings, totaling approximately 451,868 gsf of floor area and 329 parking spaces. The Hospital (comprised of the 1970 Tower, 1957 Building and Hartzell Building, described below) is licensed by the California Department of Public Health (CDPH) for 229 hospital beds.

   More specifically, the Campus includes the following facilities:

   - The St. Luke's Hospital Tower has 12 stories above ground and one story below ground, is approximately 197,983 gsf, and is primarily used for inpatient care, skilled nursing, and administrative support. There are eight surface parking spaces north of the Hospital Tower.
   - The 1957 Building has four stories above ground and is approximately 31,724 gsf. It is primarily used for the Emergency Department, diagnostic and treatment space, and support space. There are 106 parking spaces associated with this building; 74 spaces on a surface parking lot; and 32 street spaces along San Jose Avenue.
   - The 1912 Building has four stories above ground, is approximately 26,280 gsf, and is primarily used for hospital administration, outpatient care, diagnostic and treatment space, support space, and the chapel.
   - The Monteagle Medical Center has eight stories above ground and one story below ground and is approximately 90,005 gsf which includes medical office space, outpatient care space, diagnostic and treatment space, and support space.
   - The Redwood Administration Building is a portable one-story building containing approximately 2,400 gsf which is used for hospital administration.
   - The Hartzell Building has two stories above ground and one story below ground and has approximately 18,506 gsf primarily used for office and educational uses for the Samuel Merritt School of Nursing.
   - The Duncan Street Parking Garage is two stories above ground and contains approximately 83,370 gsf for 215 parking spaces. With the additional 114 off-street surface parking spaces on the St. Luke's Campus (described above), there are a total of 329 parking spaces on the campus.
   - The one story MRI Trailer contains 1,600 gsf used for diagnostic and treatment space.

Several buildings on the Campus are connected to each other: the Hospital Tower, the 1957 Building, the 1912 Building, and the Monteagle Medical Center connect north to south through internal corridors at various levels; and the MRI Trailer is connected via an enclosed passageway to the 1912 Building.

Gradual building development at St. Luke's has occurred since 1875, when St. Luke's moved into a new facility at its present location at Valencia and Cesar Chavez Streets. Today, the oldest building remaining on the Campus is the 1912 Building. The existing St. Luke's Hospital Tower was approved in 1967 when the Planning Commission authorized a conditional use for the St. Luke's Campus (Resolution No. 6078). In 1968, a temporary encroachment permit was issued to allow a portion of San Jose Avenue (between Cesar Chavez Street and 27th Street) to be used as parking for the St. Luke's Campus. In 1971, further development was approved (Resolution No. 6714) including the construction of the Monteagle Medical Center, Duncan Street Parking Garage, and surface parking. In 2001, St. Luke's Hospital became an affiliate of Sutter Health and formally merged with CPMC in 2007.

The portion of San Jose Avenue subject to this General Plan Referral is gated at its northern end where it meets Cesar Chavez Street and is not open to through traffic. The Street Area has been closed for public use under a temporary encroachment permit since 1968, when the Board of Supervisors approved Resolution No. 323-69, granting permission to St. Luke's Hospital to occupy the Street Area. On February 6, 2002, the Department of Parking and Traffic submitted a letter to the Board of Supervisors, which concluded that the encroachment permit had minimal negative impact on the traffic circulation in the adjacent area, because the Street Area had been closed to through traffic for over 30 years, and residents in the neighborhood had become accustomed to its closure. The Street Area currently includes perpendicular parking for CPMC staff on the west side and access to a loading and service entrance for the existing St. Luke's hospital tower on the east side.

The St. Luke's Campus is located in the RH-2 Zoning District (Residential, House, Two-Family). The RH-2 Districts are devoted to one-family and two-family houses. In some cases, group housing and institutions are found in these areas, although nonresidential uses tend to be quite limited. Hospitals and medical centers are permitted in this District with Conditional Use authorization.

3. **Surrounding Properties and Neighborhood.** The St. Luke's Campus is in the greater Mission neighborhood, surrounded by the Inner Mission, Outer Mission, Glen Park, Bernal Heights, Precita Valley, Diamond Heights and Noe Valley neighborhoods. The neighborhood contains a mix of residential uses, including single-family dwellings, duplexes and small apartment buildings. Retail uses are scattered through the area, mainly on Cesar Chavez, Mission, and Valencia Streets. On Mission Street, retail stores and other commercial uses form a continuous corridor of commercial activity. Mission Street draws shoppers, customers and business clients from beyond the immediate neighborhood of the St. Luke's Campus.

There have been recent efforts to improve the streetscape and calm traffic on San Jose Avenue, Guerrero Street and Cesar Chavez Street. The proposed Cesar Chavez Street Design Plan is a detailed design effort to re-envision Cesar Chavez Street from Hampshire Street to Guerrero Street in the Mission District, and identifies ways to make Cesar Chavez Street a safe, pleasant, and attractive corridor for people, bikes, and transit. The proposed Mission District Streetscape Plan is a community-based planning process to identify streetscape improvements to streets, sidewalks, and public spaces in the Mission District.

4. **Project Description.** This approval relates to the items in the General Plan Referral application, but the broader Near-Term Projects are described here for context. The Near-Term Projects outlined in CPMC's LRDP will result in a five campus system with three acute care hospitals – Davies, St. Luke's, and Cathedral Hill – providing approximately 903 licensed beds and three full-service emergency departments (one at each of the acute care hospitals). The Davies Hospital North Tower was retrofitted in 2008 to remain operational to 2030. The St. Luke's Hospital will be replaced by a new hospital built on campus, adjacent to the existing hospital (Replacement Hospital), followed by construction of a Medical Office Building (St. Luke's MOB) after the demolition of the existing Hospital Tower. The California and Pacific Campuses will remain operational as acute care hospitals until the proposed Cathedral Hill Hospital is constructed and operational. Once the proposed Cathedral Hill Hospital is built, as part of the Near-Term Project implementation activities, the acute care services at California and Pacific Campuses will be transferred to the Cathedral Hill Hospital, and the Pacific Campus's existing 2333 Buchanan Street Hospital would undergo renovation and reuse as an ambulatory care center.[2] In the long-term, the Pacific Campus will become an outpatient center, and CPMC proposes an additional medical office building on the Davies Campus.[3]

   This St. Luke's Replacement Hospital and MOB Project is part of CPMC's LRDP to improve its delivery of citywide health care, and comply with seismic requirements of California law.

   The new Replacement Hospital and St. Luke's MOB are major components of CPMC's plans to continue to provide health care services in San Francisco. The new Replacement Hospital is being sited so that it can be built without disrupting services at the existing Hospital Tower. It is being designed, in compliance with SB 1953, to remain operational after a strong earthquake. The Replacement Hospital will be an 80-bed[4] acute care hospital, and the St. Luke's MOB will provide

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[2] 2333 Buchannan Street is an Existing Use under the proposed Development Agreement and is distinguished from the new construction proposed for the Long-Term Project at the Pacific Campus. The renovation and reuse may include, but is not limited to, the following uses: outpatient care, diagnostic and treatment services, Alzheimer's residential care, medical support services such as pre- and post-ambulatory surgery, outpatient laboratory services, physical and occupational therapy, hospital administration, and cafeteria uses.

[3] Long-Term Projects at the Davies and Pacific Campuses are being evaluated at a program-level as part of CPMC's LRDP EIR. There are no pending Near-Term Projects under review for the Pacific Campus, and CPMC has not proposed any Near-Term or Long-Term Projects at the California Campus, which CPMC plans to sell after the majority of the services at that campus have been relocated to the Cathedral Hill and Pacific Campuses.

[4] With the shift to single-patient rooms under modern hospital guidelines, newer facilities are projected to have a higher occupancy rate (about 80 percent, with variation by bed type) than with the multi-bed mode. The efficient use of beds in a multi-patient room

space for physicians who will be affiliated with the CPMC and the campus, as well as diagnostic and treatment space and space for other outpatient care. The St. Luke's Replacement Hospital and MOB Project will preserve and enhance San Francisco's health care infrastructure, particularly in the South of Market area.

Specifically, the proposal for the Replacement Hospital includes the construction of a new 146,410 gsf, five-story and approximately 99'-0" tall, 80-bed full-service, acute care hospital, sited on the Campus' existing surface parking lot and over a portion of the to-be-vacated San Jose Avenue that has been closed for use as a street since 1968 (and is currently used for parking for the St. Luke's Campus under an encroachment permit). Based on the recommendations of the Blue Ribbon Panel, which the Board of Supervisors commended through Resolution No. 478-08, the Replacement Hospital will be sited such that the existing hospital can remain in continuous operation during the new hospital's construction. The Replacement Hospital will include Centers of Excellence in Senior and Community Health and an expanded Emergency Department, and will include, but is not limited to, inpatient medical care, diagnostic and treatment space, surgical care, critical care, labor and delivery, and post-partum care. It will also include a cafeteria and an enclosed loading area.

The Emergency Department at the Replacement Hospital will be approximately 11,500 gsf, which is an increase of approximately 4,440 gsf over the existing Emergency Department in the 1957 Building. The new Emergency Department will be a significant improvement over the existing facility, and waiting times for patients should be reduced through the provision of all private treatment spaces. The new Emergency Department will be in the Replacement Hospital, adjacent to Imaging Services; this adjacency will increase efficiency compared to the existing hospital where these functions exist on separate floors. There will be more support space and improved technology. Waiting time for patients should further be reduced by flexible triage space. Additionally, many of the non-emergency patient visits would be accommodated by expanding the hours and services of the existing Health Care Center in the Monteagle Office Building to create an urgent care center able to receive patients who do not need Emergency care. By creating additional capacity via an urgent care center on the St. Luke's Campus, the effective combined Emergency Department and urgent care capacity would increase from about 26,000 visits per year today to approximately 31,600 visits under the LRDP.

After the Replacement Hospital opens and once services are moved into it from the existing Hospital Tower and the 1957 Building, the existing Hospital Tower will be demolished as part of the Near-Term Projects at the St. Luke's Campus. After demolition of the Hospital Tower, the new St. Luke's MOB would be constructed at that site, also as part of the Near-Term Projects at St. Luke's. Construction of the St. Luke's MOB is expected to occur after 2015.

The existing uses in the St. Luke's 1957 Building, such as the Emergency Department, surgery, diagnostics and treatment, would be transferred to the Replacement Hospital, and the building

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environment is limited by a number of factors, such as the gender and diagnosis of the patients, as well as infection control and privacy concerns.

would be converted from acute care to support use. The MRI Trailer, and the enclosed passageway connecting it to the 1912 Building, would be removed after construction of the St. Luke's MOB. The uses in the MRI Trailer would be transferred to the Replacement Hospital or St. Luke's MOB upon completion. Following demolition of the existing Tower, CPMC would then construct a new 104,008 gsf, five-story and approximately 100'-tall St. Luke's MOB approximately in the existing hospital's place. The St. Luke's MOB would include medical office space for doctors admitting patients to the hospital, and would include retail, educational, and conference space, along with a four level underground garage with approximately 219 parking spaces. Vehicular access to the underground parking garage will be from Cesar Chavez and Valencia Streets.

The exterior designs of the Replacement Hospital and St. Luke's MOB were developed with input from the Planning Department staff and the community. The exteriors of the bases of the Replacement Hospital and of the St. Luke's MOB will be durable (tile, stone, and brick matching the 1912 Building exterior) and will ground the buildings on the site, engaging users at the pedestrian level. The upper floors will be Glass Fiber Reinforced Concrete (GFRC), glass, and metal panel. Metal panels are used for the canopy which runs along the entire east side of the Replacement Hospital, unifying the upper and lower public plazas (described below) and creating a connection from the interior of the Replacement Hospital to the exterior terraced plazas. The soffit of the canopy is continuous between the interior and exterior, further connecting the Replacement Hospital to the organizing element of the Campus, the reestablished and pedestrian oriented San Jose Avenue.

The St. Luke's MOB will be entitled at the same time as the Replacement Hospital, but the design will continue to be refined with planning staff while the new hospital is being built since the St. Luke's MOB cannot be built until the existing hospital is demolished. Once built, the new St. Luke's MOB will connect internally to the Replacement Hospital and 1957 Building.

The new Replacement Hospital and St. Luke's MOB will be organized around landscaped open space that mimics the existing San Jose Avenue alignment between Cesar Chavez Street and 27th Street. This landscaped public plaza would span two levels and would be designed to unify the Campus, mediate the site's significant grade change and provide a public pedestrian pathway along a similar path of travel as the vacated San Jose Avenue right-of-way between Cesar Chavez and 27th Streets. The lower (north) plaza at Cesar Chavez will front the Replacement Hospital's cafeteria and primary entrance at the northeast corner of the building and the ground floor retail at the base of the St. Luke's MOB. The upper (south) plaza, will provide access to the second level of the Replacement Hospital. Stairs against the east face of the Replacement Hospital connect the Campus's south upper plaza at 27th Street and the north lower plaza at Cesar Chavez. A canopy will cover the drop-off area on Cesar Chavez Street and adjacent Replacement Hospital entrance, and continue along the east face of the Replacement Hospital along the public plaza, to provide protection in inclement weather, as is required by the California Building Code. The plazas and adjacent streetscape along Cesar Chavez are enlivened by activity at the Replacement Hospital's lobby and café, a community room facing the lower plaza, and by retail space within the St. Luke's MOB along most of the Cesar Chavez frontage. All landscaping and street improvements

as part of the St. Luke's Near-Term Projects are consistent with and complement the Cesar Chavez Street Design Plan.

Although the proposed Replacement Hospital is not subject to the San Francisco Building Code and the Green Building Ordinance, CPMC has committed to "building green", and is seeking LEED Certified status for the St. Luke's Replacement Hospital. The St. Luke's MOB is subject to San Francisco's Green Building Ordinance, and will achieve a minimum of LEED Silver certification.

5. **Public Comment.** The Department has received substantial comments expressing support for and opposition to CPMC's LRDP, over the past 7 years since the initial EEA was submitted. Support for and opposition to CPMC's LRDP can be found in the project files at the Planning Department.

6. **CEQA Findings.** On April 26, 2012, by Motion No. 18588, the Commission certified as adequate, accurate and complete the FEIR for the LRDP Project, which includes the St. Luke's Replacement Hospital and MOB Project. A copy of Commission Motion No. 18588 is in the file for Case No. 2005.0555E. Also on April 26, 2012, by Motion No. 18589, the Commission adopted findings, including a statement of overriding considerations and an MMRP, pursuant to CEQA. In accordance with the actions contemplated herein, the Commission has reviewed the FEIR and adopts and incorporates by reference as though fully set forth herein the findings, including the statement of overriding considerations, pursuant to CEQA, adopted by the Commission on April 26, 2012, in Motion No. 18589.

7. **General Plan Referral.** San Francisco Charter Section 4.105 and Sections 2A.52 and 2A.53 of the San Francisco Administrative Code require that, for projects that include certain actions, the Department or the Commission must review these actions and determine whether the project is in conformity with the objectives and policies of the General Plan, as well as the Priority Policies of Section 101.1. The following aspects of the project trigger the requirement for a General Plan referral:

    a. **Sale, Vacation, and Change of Use of a Portion of the San Jose Avenue Street Right-of-Way, between 27th Street and Cesar Chavez Street.** This right-of-way measures approximately 15,492 gsf. The City has agreed to a transactional framework (the proposed Transfer Agreement) to convey the underlying land to Sutter West Bay Hospitals, doing business as California Pacific Medical Center, in exchange for fair market value of the Street Property, which is $1,010,000. This portion of the San Jose Avenue right-of-way would be vacated and incorporated into the overall development site for the Replacement Hospital.

    b. **Sidewalk Changes.** The Near-Term Projects at St. Luke's include changes to the sidewalk widths surrounding the St. Luke's Campus. Specifically, they include changes to the official sidewalk width of: a) the southerly side of Cesar Chavez Street starting at the southeast intersection with Guerrero Street continuing east to the southwest intersection

with Valencia Street; b) the westerly side of Valencia Street, starting at the southwest intersection with Cesar Chavez Street continuing south to the northwest intersection with Duncan Street; and c) the northern portion of 27th Street starting at the intersection of 27th Street and San Jose Avenue and continuing west for 44.24 feet.

8. **General Plan Compliance.** The General Plan Consistency Findings set forth in Motion No. 18592 apply to this Motion, and are incorporated as though fully set forth herein.

9. **Planning Code Section 101.1(b).** The General Plan Priority Policy Findings of Planning Code Section 101.1 as set forth in Motion No. 18592 apply to this Motion, and are incorporated as though fully set forth herein.

10. The street vacation and sidewalk width changes included as part of the St. Luke's Replacement Hospital and MOB Project are consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) as outlined in **Motion No.** 18592 and also in that, as designed, the St. Luke's Replacement Hospital and MOB Project would contribute to the healthcare delivery and emergency services in San Francisco, include substantial economic benefits to the City during both the construction and operational phases, provide substantial other public benefits as outlined in the proposed Development Agreement, and be compatible with the character and stability of the neighborhood, thereby constituting a beneficial development.

11. The Commission hereby finds that, for the reasons described above, approval of the General Plan Referral would promote the health, safety and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **ADOPTS FINDINGS** that 1) sale, vacation and change of use of a portion of the San Jose Avenue right-of-way between Cesar Chavez and 27th streets, and 2) sidewalk width changes adjacent to the St. Luke's Campus are consistent with the objectives and policies of the General Plan, and the Priority Policies of Section 101.1.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on April 26, 2012.

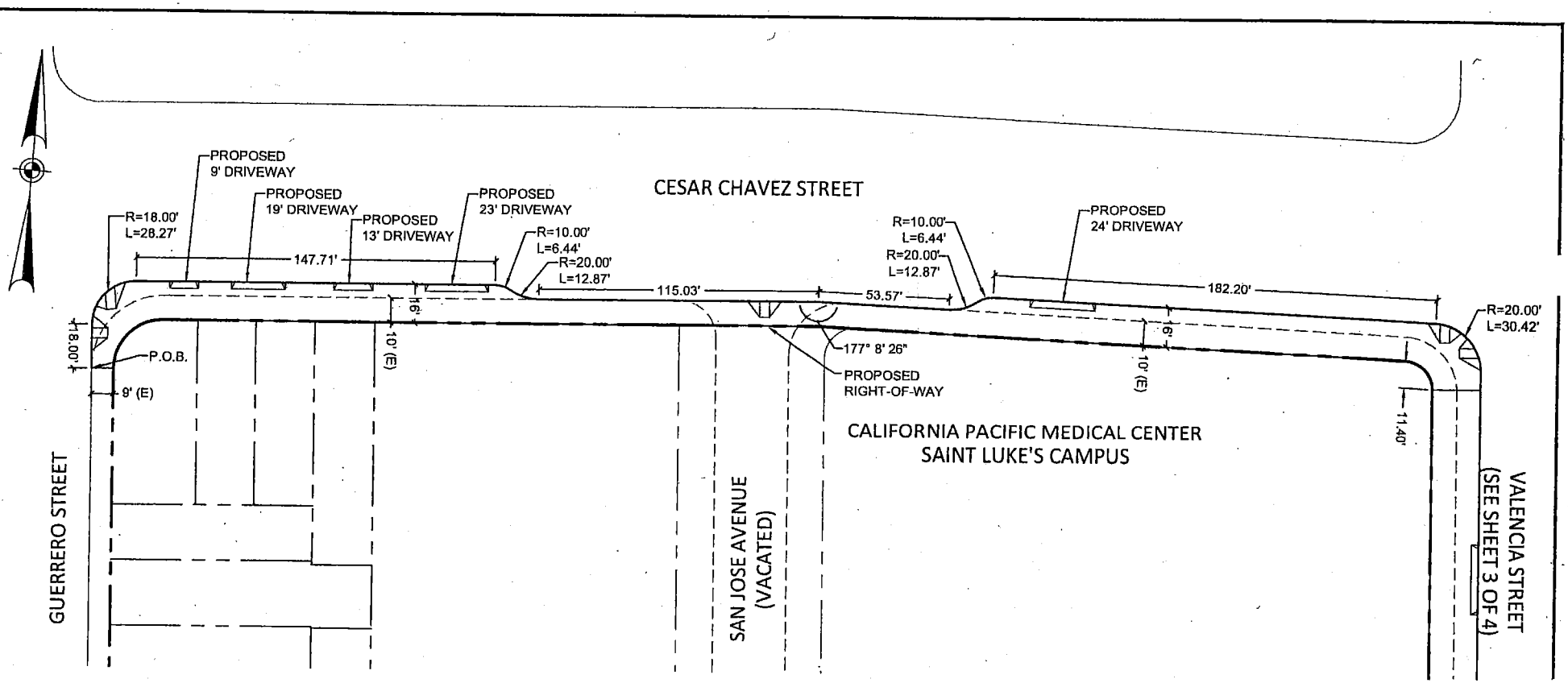
Linda D. Avery
Commission Secretary

AYES: Fong, Antonini, Borden, Miguel, Moore, and Sugaya

NAYS:

ABSENT: Wu

ADOPTED: April 26, 2012

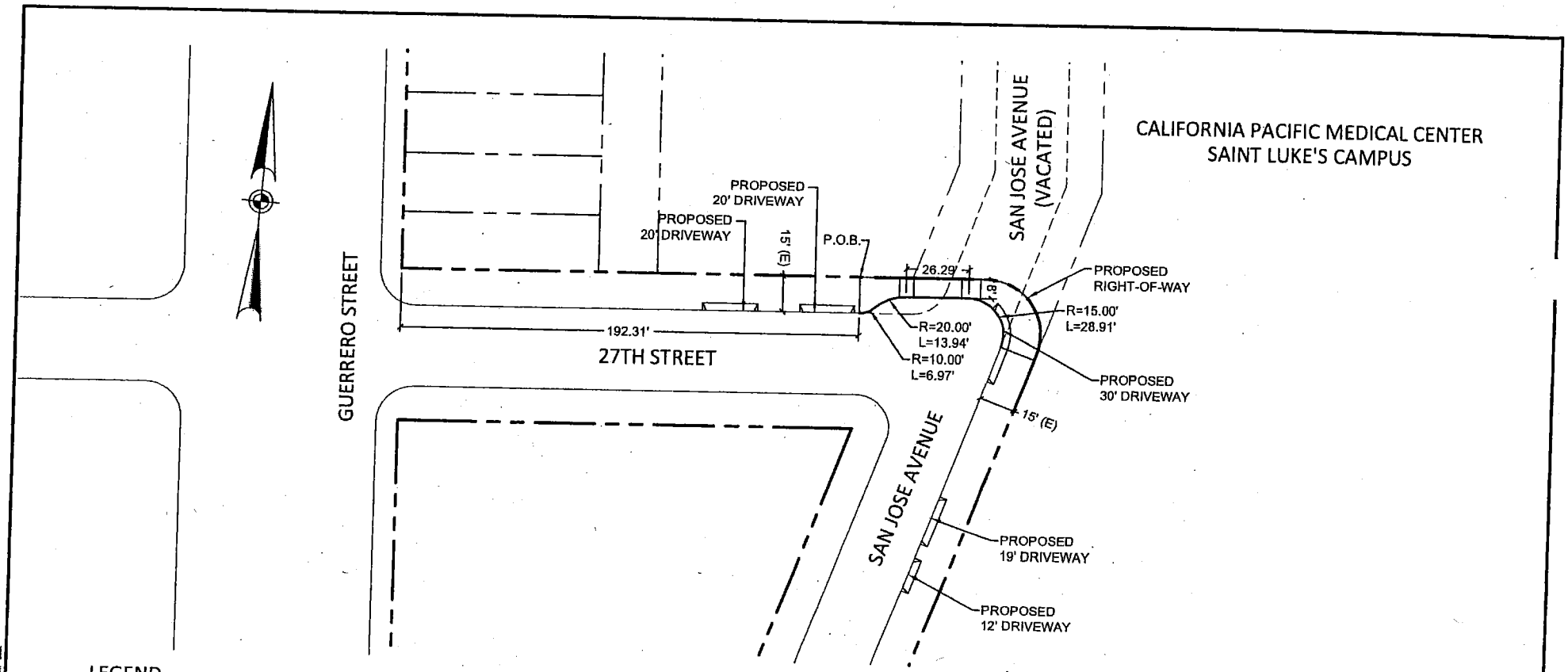


LEGEND

(E)	EXISTING FEATURE DIMENSION
P.O.B.	POINT OF BEGINNING (SEE SHEET 4 FOR MAP CLOSURE INFO)
———	PROPOSED CURB LINE
———	EXISTING CURB LINE TO REMAIN
- - - -	EXISTING CURB LINE TO BE REMOVED
— — —	RIGHT-OF-WAY LINE

*DRIVEWAY LOCATIONS AND WIDTHS ARE APPROXIMATE.

REFERENCES:	APPROVED:		BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	3/27/12 DATE	DRW		OFFICIAL SIDEWALK CHANGE ON THE SOUTH SIDE OF CESAR CHAVEZ STREET BETWEEN GUERRERO STREET AND VALENCIA STREET			
			CK		SCALE: 1" = 40'	SHEET 1 OF 4	FILE Q-20-701	CHANGE
			APP					



LEGEND

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*DRIVEWAY LOCATIONS AND WIDTHS ARE APPROXIMATE.

REFERENCES:

APPROVED:

BRUCE R. STORRS
CITY & COUNTY SURVEYOR

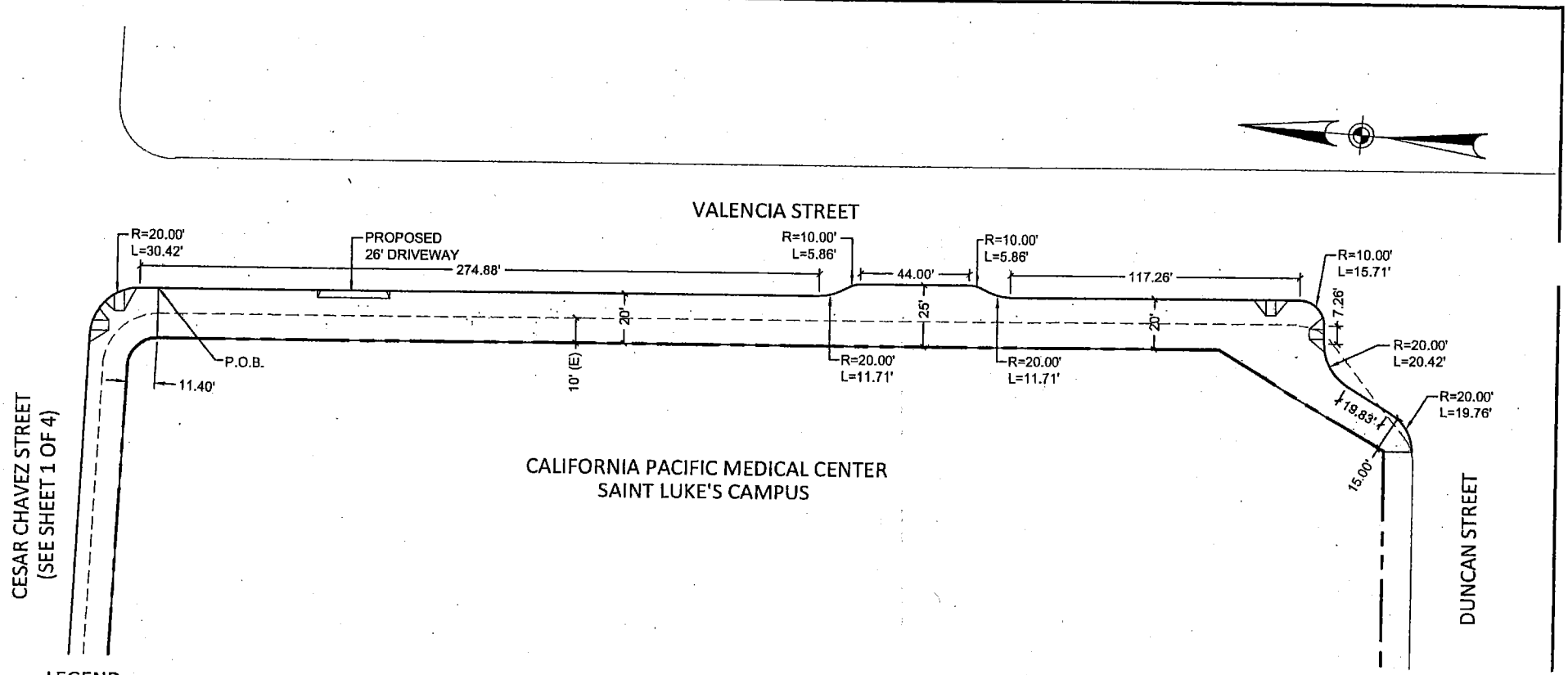
3/27/12
DATE

	BY	DATE
DRW		
CK		
APP		

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

OFFICIAL SIDEWALK CHANGE ON THE NORTH SIDE OF 27TH STREET AT THE INTERSECTION WITH SAN JOSE AVENUE

SCALE:	SHEET	FILE	CHANGE
1" = 40'	2 OF 4	Q-20-701	



LEGEND

(E)	EXISTING FEATURE DIMENSION
P.O.B.	POINT OF BEGINNING (SEE SHEET 4 FOR MAP CLOSURE INFO)
———	PROPOSED CURB LINE
———	EXISTING CURB LINE TO REMAIN
- - - -	EXISTING CURB LINE TO BE REMOVED
— — —	RIGHT-OF-WAY LINE

*DRIVEWAY LOCATIONS AND WIDTHS ARE APPROXIMATE.

REFERENCES:

APPROVED:

BRUCE R. STORRS
CITY & COUNTY SURVEYOR

3/27/12
DATE

	BY	DATE
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CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

OFFICIAL SIDEWALK CHANGE ON THE WEST SIDE OF VALENCIA STREET
BETWEEN CESAR CHAVEZ STREET AND DUNCAN STREET

SCALE:	SHEET	FILE	CHANGE
1" = 40'	3 OF 4	Q-20-701	

MAP CHECK CLOSURE FOR: CESAR CHAVEZ STREET
TOTAL # OF COURSES: 20

COURSE #1	BEARING: N 85°39'47" E	LENGTH: 9.00'	
COURSE #2	DELTA: 90°00'00"	ARC LENGTH: 31.42'	RADIUS: 20.00'
COURSE #3	BEARING: N 85°39'47" E	LENGTH: 269.49'	
COURSE #4	BEARING: N 88°31'21" E	LENGTH: 241.91'	
COURSE #5	DELTA: 87°08'26"	ARC LENGTH: 18.25'	RADIUS: 12.00'
COURSE #6	BEARING: S 04°20'13" E	LENGTH: 0.00'	
COURSE #7	BEARING: N 85°39'47" E	LENGTH: 20.00'	
COURSE #8	BEARING: N 04°20'13" W	LENGTH: 7.41'	
COURSE #9	DELTA: 87°08'26"	ARC LENGTH: 30.42'	RADIUS: 20.00'
COURSE #10	BEARING: S 88°31'21" W	LENGTH: 182.20'	
COURSE #11	DELTA: 36°52'11"	ARC LENGTH: 6.43'	RADIUS: 10.00'
COURSE #12	DELTA: 36°52'11"	ARC LENGTH: 12.87'	RADIUS: 20.00'
COURSE #13	BEARING: S 88°31'21" W	LENGTH: 53.57'	
COURSE #14	BEARING: S 85°39'47" W	LENGTH: 115.03'	
COURSE #15	DELTA: 36°52'12"	ARC LENGTH: 12.87'	RADIUS: 20.00'
COURSE #16	DELTA: 36°41'34"	ARC LENGTH: 6.40'	RADIUS: 10.00'
COURSE #17	DELTA: 0°10'38"	ARC LENGTH: 0.03'	RADIUS: 10.00'
COURSE #18	BEARING: S 85°39'47" W	LENGTH: 147.71'	
COURSE #19	DELTA: 90°00'00"	ARC LENGTH: 28.27'	RADIUS: 18.00'
COURSE #20	BEARING: S 04°20'13" E	LENGTH: 18.00'	

PERIMETER: 1211.30' AREA: 8,382 SF, 0.19 AC.
ERROR OF CLOSURE: S 84°54'57" E 0.0046'
PRECISION 1 IN 263,321.74

MAP CHECK CLOSURE FOR: 27TH STREET
TOTAL # OF COURSES: 9

COURSE #1	BEARING: N 85°39'47" E	LENGTH: 53.02'	
COURSE #2	DELTA: 110°25'27"	ARC LENGTH: 44.33'	RADIUS: 23.00'
COURSE #3	BEARING: S 16°05'14" W	LENGTH: 2.61'	
COURSE #4	BEARING: N 73°54'-46" W	LENGTH: 15.00'	
COURSE #5	DELTA: 110°25'27"	ARC LENGTH: 28.91'	RADIUS: 15.00'
COURSE #6	BEARING: S 85°39'47" W	LENGTH: 26.29'	
COURSE #7	DELTA: 39°56'40"	ARC LENGTH: 13.94'	RADIUS: 20.00'
COURSE #8	DELTA: 39°56'40"	ARC LENGTH: 6.97'	RADIUS: 10.00'
COURSE #9	BEARING: N 04°20'13" W	LENGTH: 15.00	

PERIMETER: 206.07' AREA: 957 SF, 0.02 AC.
ERROR OF CLOSURE: S 29-19'44" W 0.0038'
PRECISION: 1 IN 54,228.95

MAP CHECK CLOSURE FOR: VALENCIA STREET
TOTAL # OF COURSES: 20

COURSE #1	BEARING: S 04°20-13 E	LENGTH: 267.47'	
COURSE #2	DELTA: 33°33'26"	ARC LENGTH: 11.71'	RADIUS: 20.00'
COURSE #3	DELTA: 33°33'26"	ARC LENGTH: 5.86'	RADIUS: 10.00'
COURSE #4	BEARING: S 04°20-13 E	LENGTH: 44.00'	
COURSE #5	DELTA: 33°33'26"	ARC LENGTH: 5.86'	RADIUS: 10.00'
COURSE #6	DELTA: 33°33'26"	ARC LENGTH: 11.71'	RADIUS: 20.00'
COURSE #7	DELTA: 90°00'00"	ARC LENGTH: 15.71'	RADIUS: 10.00'
COURSE #8	BEARING: S 85°39'47" W	LENGTH: 7.26'	
COURSE #9	DELTA: 58°29'29"	ARC LENGTH: 20.42'	RADIUS: 20.00'
COURSE #10	BEARING: S 27°10'18" W	LENGTH: 19.83'	
COURSE #11	DELTA: 56°37'02"	ARC LENGTH: 19.76'	RADIUS: 20.00'
COURSE #12	BEARING: N 04°20'13" W	LENGTH: 11.49'	
COURSE #13	BEARING: N 27°10'18" E	LENGTH: 78.59'	
COURSE #14	BEARING: N 04°20'13" W	LENGTH: 429.40'	
COURSE #15	BEARING: N 85°39'47" E	LENGTH: 20.00'	

PERIMETER: 1086.34 AREA: 10,856 SQ FT 0.25 AC.
ERROR OF CLOSURE: N 06-30'02" E 0.0062'
PRECISION: 1 IN 175,214.52

LEGEND

(E)	EXISTING FEATURE DIMENSION
P.O.B.	POINT OF BEGINNING (SEE SHEET 4 FOR MAP CLOSURE INFO)
———	PROPOSED CURB LINE
———	EXISTING CURB LINE TO REMAIN
- - - - - - - -	EXISTING CURB LINE TO BE REMOVED
— — — —	RIGHT-OF-WAY LINE

*DRIVEWAY LOCATIONS AND WIDTHS ARE APPROXIMATE.

REFERENCES:

APPROVED:

BRUCE R. STORRS
CITY & COUNTY SURVEYOR

3/22/12
DATE

	BY	DATE
DRW		
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APP		

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

SIDEWALK LEGISLATION - SIDEWALK MAP CHECK CLOSURES

SCALE:	SHEET	FILE	CHANGE
1" = 40'	4 OF 4	Q-20-701	

K:\Eng\Q6\Q0178\DWG\EXHIBITS\Q Map.dwg 28 Mar 2012 3:17:04pm scot

AGREEMENT FOR TRANSFER OF REAL ESTATE

by and between

CITY AND COUNTY OF SAN FRANCISCO,
as Transferor

and

SUTTER WEST BAY HOSPITALS, a California corporation
doing business as California Pacific Medical Center,
as Transferee

For the conveyance of

The Vacated Portion of the Right-of-Way of San Jose Avenue
(Between Twenty-Seventh Street and Cesar Chavez Street),
San Francisco, California

_____, 201_

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AGREEMENT FOR TRANSFER OF REAL ESTATE
(Portion of San Jose Avenue, San Francisco)

THIS AGREEMENT FOR TRANSFER OF REAL ESTATE (this "Agreement") dated for reference purposes only as of _____, 2012, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), and SUTTER WEST BAY HOSPITALS, a California nonprofit corporation doing business as California Pacific Medical Center ("**CPMC**").

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

RECITALS

A. CPMC owns the real property on either side of that portion of the San Jose Avenue right-of-way between Cesar Chavez Street and Twenty-Seventh Street in San Francisco generally depicted on the attached Exhibit A-1 and more particularly described in the attached Exhibit A (the "**Street Property**"). (In the event of any inconsistency between the description in Exhibit A and the depiction on Exhibit A-1, the description in Exhibit A shall control.)

B. CPMC operates four medical campuses in San Francisco, including a hospital known as St. Luke's Hospital, located at 3555 Cesar Chavez Street, San Francisco, California. CPMC has developed a long-term development program to meet the State 's seismic safety requirements for hospitals and to create a framework and institutional master plan for CPMC's existing medical campuses and one proposed new medical campus in San Francisco. In connection with such plan, CPMC and City are entering into that certain Development Agreement Relating to the Construction and Reconstruction of Health Care Facilities in Furtherance of the California Pacific Medical Center Long Range Development Plan, dated on or around the date hereof (the "**Development Agreement**"), under which City agreed to certain terms and requirements in connection with specified CPMC projects and CPMC agreed to provide certain public benefits that exceed those required through the application of existing City ordinances, regulations, and policies, including, without limitation, the rebuilding of Saint Luke's Hospital as more particularly described in the Development Agreement. As proposed, a portion of the St. Luke's Hospital tower and portions of the entry plaza, courtyard and pedestrian pathway will be located on the Street Property.

C. The Street Property is currently gated at its northern end where it meets Cesar Chavez Street and is not presently open to through traffic.

D. The Street Property is not independently developable, and CPMC (or an affiliate of CPMC) is the only practicable purchaser of the Street Property. CPMC is willing to pay the full value of the Street Property, subject to receiving a credit against certain payments under the Development Agreement if certain conditions are satisfied, as described in this Agreement.

E. CPMC has requested that City vacate the Street Property and convey it to CPMC.

F. On _____, the Planning Commission determined that the vacation and transfer of the Street Property, and proposed reservation of easements, is consistent with the requirements of City's Planning Code Section 101.1 and is in conformity with the City's General Plan (the "**General Plan**").

G. CPMC desires to acquire the Street Property and City is willing to transfer the Street Property to CPMC, subject to approval by City's Board of Supervisors and Mayor, on the terms and conditions set forth below.

H. Capitalized terms not otherwise defined herein shall have the meanings given in the Development Agreement.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and CPMC hereby agree as follows:

1. TRANSFER

1.1 Transfer of Street Property. Subject to the terms, covenants and conditions set forth herein, City agrees to transfer to CPMC, and CPMC agrees to acquire from City, City's interest in the Street Property.

1.2 Purpose of Transfer. The purpose of City's conveyance of the Street Property to CPMC under this Agreement is to allow for the development and operation of the St. Luke's Hospital as contemplated by the Development Agreement.

2. CONSIDERATION

2.1 Appraised Value; Purchase Price. City's Department of Real Estate's appraised value for the Street Property is One Million Ten Thousand Dollars ($1,010,000.00) (the "**Purchase Price**"), which shall be the Purchase Price under this Agreement.

2.2 Payment of Purchase Price; Credit Against Payments Under Development Agreement. CPMC shall pay the Purchase Price to City at the consummation of the transfer contemplated hereunder (the "**Closing**"). [City shall deliver the Purchase Price to the Mayor's Office of Housing ("**MOH**"), as set forth in the Development Agreement.] In consideration of the significant public benefits accruing to City under the Development Agreement, if CPMC opens the St. Luke's Hospital by the date (the "**Credit Date**") that is the St. Luke's Opening Deadline (as defined in the Development Agreement), as extended by Excusable Delay (if any) in accordance with the terms of the Development Agreement (such timely opening, the "**Opening Condition**"), then CPMC shall receive a credit in the amount of the Purchase Price against the next Affordable Housing Payments payable to the Mayor's Office of Housing as described in Exhibit G of the Development Agreement until the credit amount is exhausted. Notwithstanding the foregoing, (i) CPMC shall not receive any credit under this Section 2.2 during any period in which CPMC is in default under the Development Agreement, and (ii) if the remaining Affordable Housing Payments to be made by CPMC at or after the Closing are less than the amount of the Purchase Price, then City shall either waive the requirement that CPMC pay such portions of the Purchase Price as are required to ensure that CPMC receives the full

value of the credit as set forth above, or refund the amount of the Purchase Price to CPMC on the Credit Date.

2.3 Manner of Payment. All sums payable hereunder shall be paid in immediately available funds of lawful money of the United States of America.

3. TITLE

3.1 Conditions of Title.

(a) Conditions of Title. At the Closing City shall quitclaim all of its right, title and interest in and to the Street Property to CPMC by quitclaim deed in the form of Exhibit B attached hereto (revised in accordance with the provisions of Section 3.8 below, if applicable) (the "**Deed**"). Title to the Street Property shall be subject to (a) liens of local real estate taxes and assessments not yet due and payable, (b) all existing exceptions and encumbrances existing at the Closing of this Agreement, whether or not disclosed by a current preliminary title report or the public records or any other documents reviewed by CPMC, and any other exceptions to title which would be disclosed by an accurate and thorough investigation, survey, or inspection of the Street Property or the public records, and (c) all items of which CPMC has actual or constructive notice or knowledge at the time of the Closing, but shall not be subject to Title Defects (as defined in Section 3.1(e) below) which have not been waived by CPMC or Prohibited Title Defects (as defined in Section 3.1(g) below). All of the foregoing exceptions to title shall be referred to collectively as the "Conditions of Title."

(b) Preliminary Report. Without limiting the foregoing, CPMC acknowledges receipt of a preliminary report issued by the Title Company under Title No. 10-36908227-B-MF, dated August 12, 2011, covering the Street Property (the "**Preliminary Report**") and approves all of the exceptions contained therein.

(c) Approved Exceptions. The Conditions to Title listed in Section 3.1(a) above, any exception relating to the need for a McEnerney Action, and the exceptions listed in the Preliminary Report are collectively referred to herein as the "**Approved Exceptions**."

(d) McEnerney Action. If CPMC elects to file an action under the McEnerney Act prior to Closing (the "**McEnerney Action**"), City agrees to reasonably cooperate with CPMC to prosecute the McEnerney Action, including authorization of City to act as plaintiff under the McEnerney Action and to substitute CPMC as plaintiff after the Closing, provided that CPMC will reimburse City for all costs reasonably incurred by City in connection therewith. Such reimbursement obligation shall survive the termination of this Agreement and shall survive the Closing.

(e) Title Defects; Disapproval or Waiver. If, after the date of this Agreement but before the Closing Date (as defined in Section 6.2 below), CPMC first becomes aware of any lien, encumbrance, covenant, assessment, easement, lease, tax or other title matter that encumbers the Street Property, is not an Approved Exception, and materially and adversely affects CPMC's ability to develop the St. Luke's Hospital as contemplated in the Development Agreement (a "**Title Defect**"), CPMC shall promptly provide City with written notice of such Title Defect and CPMC shall have ten (10) days from the date of CPMC's discovery of such Title

Defect to disapprove such Title Defect by written notice to City of such election (the "**Disapproval Notice**"). If CPMC does not disapprove such Title Defect within such period, the Title Defect shall be deemed waived, and such waived Title Defect shall be an Approved Exception.

(f) City's Response to Disapproval Notice; Extension of Closing Date. If CPMC delivers a Disapproval Notice, City may, but shall have no obligation to, remove or remedy the Title Defect identified in such Disapproval Notice. City shall notify CPMC within ten (10) days following City's receipt of the Disapproval Notice if City agrees to attempt to remove or otherwise remedy the identified Title Defect (the "**Remedy Notice**"). If City timely provides a Remedy Notice, then City shall promptly seek to remove or remedy the Title Defect and shall, upon request, keep CPMC apprised of its efforts. If City does not timely provide a Remedy Notice, then at CPMC's sole election to be made by written notice to City given within ten (10) business days of the deadline for delivery of the Remedy Notice, either (i) this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except as otherwise expressly provided in this Agreement, or (ii) CPMC shall waive such Title Defect and proceed to Closing, in which event such Title Defect shall be waived. If City timely provides a Remedy Notice but thereafter fails to remove or remedy such Title Defect within sixty (60) days following delivery of the Remedy Notice, then CPMC shall elect, in its sole discretion, within ten (10) business days of the deadline for removal of the Title Defect, to either (i) terminate this Agreement and neither party shall have any further rights or obligations hereunder except as otherwise expressly provided in this Agreement, (ii) waive such Title Defect and proceed to Closing, or (iii) extend the time period for the City to remove or remedy the Title Defect up to an additional sixty (60) days. The Closing Date shall be delayed for the period required to accommodate the time periods set forth in this Section.

3.2 CPMC's Responsibility for Title Insurance. CPMC understands and agrees that the right, title and interest in the Street Property shall not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. CPMC recognizes that any fences, curbs or other physical monument of the Street Property's boundary lines may not correspond to the legal description of the Street Property, and the presence of any such encroachments shall not be a Title Defect. City shall not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters which an accurate survey or inspection might reveal. It is CPMC's sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

3.3 Vacation. In connection with the approval of this Agreement, the Board of Supervisors adopted an ordinance providing for the vacation of the Street Property upon the satisfaction of certain conditions. Upon the satisfaction of such conditions, the Street Property vacation shall occur and City shall terminate the Street Encroachment Permit recorded May 15, 1968, as instrument No. Q 63257, in Book B241, Page 991. CPMC shall pay all costs and expenses associated with the vacation of the Street Property as a public right of way. City staff at the Department of Real Estate agree to take actions reasonably necessary to assist DPW and SFPUC in the vacation and satisfaction of the conditions, provided that City shall not be required to incur any costs in connection therewith. CPMC shall coopérate with City in such undertaking, including, without limitation, providing City with current title reports, surveys and such other documents that may be necessary to finalize the vacation.

4. "AS IS" ACQUISITION; RELEASE OF CITY

4.1 CPMC's Independent Investigation. CPMC represents and warrants to City that CPMC has performed, or shall perform as provided in this Agreement, a diligent and thorough inspection and investigation of each and every aspect of the Street Property, either independently or through agents of CPMC's choosing, including, without limitation, the following matters (collectively, the "**Property Conditions**").

(a) All matters relating to title including, without limitation, the existence, quality, nature and adequacy of City's interest in the Street Property and the existence of physically open and legally sufficient access to the Street Property.

(b) The zoning and other legal status of the Street Property, including, without limitation, the compliance of the Street Property or its operation with any applicable codes, laws, regulations, statutes, ordinances and private or public covenants, conditions and restrictions, and all governmental and other legal requirements such as taxes, assessments, use permit requirements and building and fire codes.

(c) The quality, nature, adequacy, and physical, geological and environmental condition of the Street Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under or about the Street Property or any other real property in the vicinity of the Street Property. As used in this Agreement, "**Hazardous Material**" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

(d) All other matters of material significance affecting the Street Property.

4.2 Entry and Indemnity. City has given CPMC a full and complete opportunity to perform any and all testing and investigation of the Street Property that CPMC deems necessary and appropriate. City will provide additional reasonable access for such activities during the Term of this Agreement upon CPMC's request, provided that any such access will be made only pursuant to the terms and conditions of CPMC's existing encroachment permit or an alternative permit approved by City, and with such insurance and indemnity provisions contained therein as are satisfactory to the City.

4.3 "As Is" Acquisition. CPMC SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS CONVEYING AND CPMC IS ACCEPTING CITY'S INTEREST IN THE STREET PROPERTY ON A STRICT "AS IS WITH ALL FAULTS" BASIS. CPMC IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE STREET PROPERTY, ITS SUITABILITY FOR CPMC'S INTENDED USES OR ANY OF THE STREET PROPERTY'S CONDITIONS. CITY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE STREET PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE STREET PROPERTY OR ITS USE WITH ANY STATUTE,

ORDINANCE OR REGULATION. IT IS CPMC'S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING AND OTHER REGULATIONS RELATING TO THE STREET PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

4.4 Hazardous Materials Disclosure. California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, CPMC is hereby advised that occupation of the Street Property may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, CPMC acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

4.5 Release of City. As part of its acquisition of the Street Property in its "As Is With All Faults" condition, CPMC, on behalf of itself and its successors and assigns (collectively, the "**Releasing Entities**"), waives any right to recover from, and forever releases and discharges, City, its officers, employees, agents, contractors and representatives, and their respective heirs, successors, legal representatives and assigns (collectively, the "**Released Entities**"), from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, "**Losses**"), that may arise on account of or in any way be connected with (i) CPMC's and its Agents' and customers' past, present and future use of the Street Property, (ii) the physical, legal, geological and environmental condition of the Street Property, including, without limitation, any Hazardous Material in, on, under, above or about the Street Property and any water lines, sewer lines, or other facilities, structures, equipment and fixtures abandoned in place by City, except to the extent that any losses are caused by the active negligence or willful misconduct of City, (iii) any Title Defect, and (iv) the application to the Street Property of any Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also commonly known as the "**Superfund**" law), as amended by Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. Sections 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the "**California Superfund**" law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the "**Business Plan Law**") (California Health and Safety Code Sections 25500 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65") (California Health and Safety Code Section 25249.5 et seq.). This release is not intended to and does not waive any right of any of the Releasing Entities with respect to any of the following: (i) proper processing of applications, permits or other requests by any of the Released Entities from and after the Closing; (ii) City's obligations

under this Agreement; and (ii) any act or omission of any of the Released Entities after the Closing.

In connection with the foregoing release, CPMC expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT 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.

BY PLACING ITS INITIALS BELOW, CPMC SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT CPMC WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

INITIALS: CPMC: _____

4.6 Hazardous Materials Indemnity.

(a) Except to the extent that any Loss arising out of the presence of any Hazardous Materials on, under, in or about the Street Property was caused by the active negligence or willful misconduct of a Released Entity, CPMC, including its successors and assigns, shall indemnify, protect, defend and hold harmless the Released Entities from and against any and all Losses, including, without limitation, response, remedial or inspection costs, and any expenses (including, but not limited to, attorney and consultant fees, laboratory costs and litigation costs) of whatever kind or nature, known or unknown, contingent or otherwise, which are incurred by or asserted against the Released Entities after the Closing and arise from or relate directly to (i) any Hazardous Materials from, in, on, under or affecting or otherwise resulting from operations or activities on the Street Property, (ii) migration of Hazardous Materials onto the Street Property from any contiguous property or onto any other property from the Street Property, (iii) past disposal of Hazardous Materials on the Street Property by any person, known or unknown (except to the extent that the presence of any such Hazardous Materials on the Street Property was caused by the active negligence or willful misconduct of City or a Released Entity), (iv) the present, past or future removal, treatment, investigation, remediation or disposal of Hazardous Materials on or from the Street Property, and (v) any personal injuries or property damages, real or personal, any violations of law or of orders, regulations, requirements or demands of governmental authorities, and any lawsuit brought or threatened, settlement reached or governmental order arising out of or in any way related to Hazardous Materials on, in, from under or affecting or otherwise resulting from operations or activities on the Street Property.

(b) Whenever requested by CPMC, City shall reasonably assist CPMC in investigating the subject matter of a claim, securing evidence, obtaining witnesses, prosecuting or defending any action or proceeding, effecting settlement, and in any other lawful act which in the opinion of CPMC may be necessary or desirable in connection with the defense, compromise

or settlement of any claim to which this Section applies. Under no circumstances shall City or a Released Entity be required to incur any expense in connection with its obligations hereunder.

(c) CPMC's agreement to indemnify set forth in this Section is in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which CPMC may have to the Released Entities in this Agreement, the Development Agreement, at common law or otherwise.

(d) City shall attempt to give CPMC prompt notice of any suit or claim initiated or threatened to be initiated against a Released Entity.

(e) Nothing in this Agreement is intended in any way to preclude or limit CPMC from pursuing any remedies CPMC may have with regard to the existence of Hazardous Materials in, on, under or about the Street Property against any person other than a Released Entity.

5. CONDITIONS PRECEDENT

5.1 CPMC's Conditions Precedent. The following are conditions precedent to CPMC's obligation to purchase the Street Property from City ("**CPMC's Conditions Precedent**") and except as provided in Section 5.2 below are intended solely for the benefit of CPMC.

(a) CPMC's review and approval of the physical condition of the Street Property and all zoning, land use, building, environmental and other statutes, rules, or regulations applicable to the Street Property.

(b) City's Board of Supervisors shall have adopted, and the Mayor shall have approved, in their respective sole and absolute discretion, a resolution approving and authorizing this Agreement and the transactions contemplated hereby, and such approval shall be Finally Granted. This item (b) of Section 5.1 is referred to as the "**Transfer Approval Condition**."

(c) City's Board of Supervisors ordinance providing for the vacation of the Street Property and termination of the Encroachment Permit described in Section 3.3 shall be Finally Granted and effective. This item (c) of Section 5.1 is referred to as the "**Vacation Ordinance Condition**."

(d) There shall be no pending litigation or administrative agency or other governmental proceeding against CPMC or City concerning the Street Property, which after Closing could materially adversely affect the ability of CPMC to own, improve and operate the Street Property in the manner contemplated in the Development Agreement. Any defense of such litigation shall be as set forth in the Development Agreement for Third Party Challenges. This item (d) of Section 5.1 is referred to as the "**Litigation Condition**."

(e) Title Company is unconditionally prepared and committed to issue an ALTA Owner's Title Policy in the amount of the Purchase Price insuring fee title to the Street Property vested in CPMC, subject only to the Approved Exceptions (the "**Title Policy**"), upon receipt of payment of the standard premiums therefor.

(f) As of the Closing Date, City shall not be in default of any material term or condition of this Agreement.

(g) City shall not be in default of its obligations relating to the San Jose Avenue City Project as set forth in the Development Agreement.

(h) A Lot Line Adjustment to merge CPMC's adjacent parcels with the Street Property shall have been Finally Granted, and a certificate of compliance issued with respect thereto, each subject only to the closing of the conveyance of the Street Property.

5.2 **City's Conditions Precedent**. The following are conditions precedent to City's obligation to sell the Street Property to CPMC ("**City's Conditions Precedent**") and except as provided in Section 5.1 above are intended solely for the benefit of City:

(a) CPMC shall have performed all of its obligations hereunder and all of CPMC's representations and warranties shall be true and correct.

(b) The Transfer Approval Condition shall have been satisfied.

(c) The Vacation Ordinance Condition shall have been satisfied.

(d) City shall have received written confirmation from each of the parties identified in Exhibit C (each, a "**Utility Operator**"), in form and content reasonably satisfactory to City (each, a "**Confirmation of Satisfaction**"), that such Utility Operator's facilities have been relocated or replacement facilities outside of the Street Property have been installed such that any existing facilities in the Street Property can be abandoned.

(e) The properties adjacent to the Street Property shall be owned by CPMC and/or its affiliates.

(f) CPMC shall have paid all funds required in connection with the Closing or the vacation, including without limitation, all Closing Costs (all as described in Section 8.1 below) and the Purchase Price.

5.3 **Failure of Conditions Precedent**. Each of CPMC's Conditions Precedent other than the Sale Approval Condition and the Vacation Ordinance Condition is intended solely for the benefit of CPMC. If any of CPMC's Conditions Precedent is not satisfied as provided above, CPMC may, at its option, terminate this Agreement upon not less than thirty (30) days written notice to City. Each of City's Conditions Precedent other than the Sale Approval Condition and the Vacation Ordinance Condition is intended solely for the benefit of City. If any of City's Conditions Precedent is not satisfied as provided above, City may, at its option, terminate this Agreement upon not less than thirty (30) days written notice to CPMC. Upon any such termination by City or CPMC, neither party shall have any further rights or obligations hereunder except as provided in Section 8.1 (Expenses), Section 8.2 (Brokers), or Section 10.4 (Authority of CPMC), or as otherwise expressly provided herein.

6. ESCROW AND CLOSING

6.1 Escrow. Within thirty (30) days of the anticipated Closing Date, CPMC and City shall deposit an executed counterpart of this Agreement with the Title Company, and this instrument shall serve as the instructions to the Title Company as the escrow holder for consummation of the conveyance contemplated hereby. City and CPMC agree to execute such supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.2 Closing Date. The Closing hereunder shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Title Company on the date which is ten (10) days after the satisfaction or waiver of all of CPMC's Conditions Precedent and City's Conditions Precedent, or if such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time (the "**Closing Date**"). Except as provided in Section 3.1 above, such date and time may not be extended without the prior written approval of both CPMC and City, acting through the Director of Property. If the Closing Date has not occurred on or before December 31, 2014 (the "**Outside Date**"), either party shall have the right to terminate this Agreement by sending notice to the other of such termination. Notwithstanding the foregoing, the CPMC may elect to extend the Closing Date for up to 24 months in order to satisfy the Litigation Condition.

6.3 Deposit of Documents.

(a) At or before the Closing, City shall deposit into escrow the following items:

(i) the duly executed and acknowledged Deed conveying the Street Property to CPMC;

(ii) a copy of the resolution of City's Board of Supervisors approving this Agreement;

(iii) a copy of the ordinance of City's Board of Supervisors approving the vacation of the Street Property (which copy shall have been recorded in the official records of the City and County of San Francisco (the "**Official Records**") upon the conditions to the effectiveness of the vacation set forth in such ordinance having been satisfied);

(iv) a copy of the conditional approval of a lot line adjustment; and

(v) a quit claim deed for the Encroachment Permit or confirmation that the Encroachment Permit was terminated as part of the street vacation.

(b) At or before the Closing, CPMC shall deposit into escrow the following items:

(i) the Purchase Price (subject to Section 2.2 above) and any additional funds necessary to close this transaction.

(c) City and CPMC shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the conveyance of the Street Property in accordance with the terms hereof. City and CPMC shall sign a final closing statement reflecting the payment and allocation of any funds in connection with the Closing.

(d) Upon the close of escrow for the Closing, the Title Company shall record in the Official Records the following documents in the following order: (1) the ordinance vacating the Street Property (if not previously recorded), (2) the Deed, and (3) the City Easement Agreement.

7. RISK OF LOSS

7.1 Condemnation and Damage or Destruction. City shall give CPMC notice of the occurrence of damage or destruction of, or the commencement of condemnation proceedings affecting, any portion of the Street Property. In the event that any material portion of the Street Property is condemned before the Closing, then CPMC may, at its option to be exercised within ten (10) days of City's notice of the condemnation, either terminate this Agreement or consummate the acquisition for the full Purchase Price as required by the terms hereof. If CPMC elects to terminate this Agreement or fails to give City notice within such 10 day period that CPMC will proceed with the acquisition, then this Agreement shall terminate at the end of such ten (10) day period and neither party shall have any further rights or obligations hereunder except as expressly provided herein. If CPMC elects to proceed with the acquisition of the Street Property, then upon the Closing, CPMC shall receive a credit against the Purchase Price payable hereunder equal to the amount of any condemnation awards actually collected by City as a result of any such condemnation. There shall be no reduction in the Purchase Price as a result of any damage or destruction to the Street Property. If the condemnation awards have not been collected as of the Closing, then City shall assign such awards to CPMC, except to the extent needed to reimburse City for sums expended to collect such awards, and CPMC shall not receive any credit against the Purchase Price with respect to such awards.

8. EXPENSES

8.1 Expenses. CPMC shall pay any transfer taxes applicable to the sale, personal property taxes, escrow fees and recording charges and any other costs and charges of the Escrow for the transfer (the "**Closing Costs**"). The provisions of this Section shall survive the Closing, or, if the conveyance of the Street Property is not consummated for any reason, any termination of this Agreement.

8.2 Brokers. The parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with CPMC or City, then the party through

whom such person makes a claim shall defend the other party from such claim, and shall indemnify the indemnified party from, and hold the indemnified party against, any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys' fees and disbursements) that the indemnified party incurs in defending against the claim. The provisions of this Section shall survive the Closing, or, if the conveyance of the Street Property is not consummated for any reason, any termination of this Agreement.

9. DEFAULT AND REMEDIES

9.1 Default; Right to Specific Performance. In the event that City or CPMC fails to perform such party's obligations under this Agreement (except as excused by the other party's default), including, without limitation, a failure to convey the Street Property, at the time and in the manner provided for hereunder, the party claiming default will make written demand for performance. Notwithstanding the foregoing, before sending a notice of default, the party that may assert a failure to perform shall first attempt to meet and confer with the other party to discuss alleged failure, and shall permit the other party a reasonable period, but not less than ten (10) days, to respond to or cure such alleged failure, provided, however, that the meet and confer process shall not be required for failure to pay amounts due and owing under this Agreement or if a delay in sending a notice of default would impair, prejudice or otherwise adversely affect a party or its rights under this Agreement. If the party receiving a notice of default and demand for performance fails to comply with such written demand within sixty (60) days after receipt thereof, provided that if the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a default if a cure is commenced within said sixty (60) day period and diligently prosecuted to completion thereafter, the party claiming default will have the option to (i) waive such default, (ii) demand specific performance of this Agreement, in addition to seeking any other remedy available at law or inequity, and shall be subject to the restriction in Section 9.2 below, or (iii) terminate this Agreement, in each case by written notice to the defaulting party. If a party becomes aware of a default by the other party under this Agreement that relates to the Street Property before the Closing Date and the party elects to proceed with the Closing, then the party that elects to proceed shall be deemed to have waived the default.

9.2 CPMC WAIVER OF CERTAIN REMEDIES. CPMC expressly waives all rights to obtain damages (other than attorney's fees and costs incurred in connection with the enforcement of CPMC's rights hereunder) in the event of a City default under this Agreement, including any failure to close the conveyance of the Street Property when required hereunder.

10. GENERAL PROVISIONS

10.1 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

CITY:

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

with a copy to:

John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94102

and a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate/Finance Team

CPMC:

Grant Davies
Executive Vice President
California Pacific Medical Center
2351 Clay Street, 7th Floor
San Francisco, CA 94115
Reference: San Jose Avenue – St. Luke's Hospital
Telefacsimile: (415) 600-8666
Telephone: (415) 600-3790

with a copy to:

Michael A. Duncheon, Esq.
Vice President and Regional Counsel, West Bay Region
Sutter Health
633 Folsom Street, Seventh Floor
San Francisco, CA 94107
Reference: San Jose Avenue – St. Luke's Hospital
Telefacsimile: (415) 600-6789
Telephone: (415) 600-6796

10.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, legal representatives,

administrators and assigns. CPMC's rights and obligations hereunder shall not be assignable without the prior written consent of City. In no event shall CPMC be released of any of its obligations under this Agreement.

10.3 Amendments. This Agreement may be amended or modified only by a written instrument signed by CPMC and City. The Director of Real Estate of the City (or any successor City officer as designated by law), shall have the authority to consent to any non-material amendments or other modifications to this Agreement. For purposes hereof, "non-material change" shall mean any change that does not materially reduce the consideration or benefits to the City under this Agreement or otherwise materially increase the liabilities or obligations of the City under this Agreement or materially reduce the rights of the Utility Operators under this Agreement. Material amendments to this Agreement shall require the approval of the Board of Supervisors, by resolution, after review by the Director of Planning and the City Attorney.

10.4 Authority of CPMC. CPMC represents and warrants to City that this Agreement and all documents executed by CPMC which are to be delivered to City at Closing: (a) are or at the time of Closing will be duly executed and delivered by CPMC; (b) are or at the time of Closing will be legal, valid and binding obligations of CPMC; and (c) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which CPMC is a party or to which CPMC is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties shall survive the Closing Date.

10.5 CPMC's Representations and Warranties. CPMC makes the following representations as of the date of this Agreement and at all times throughout this Agreement:

(a) CPMC is a California corporation duly organized and validly existing and in good standing under the laws of the State of California. CPMC has all requisite power and authority to conduct its business as presently conducted and authorized by all necessary action the execution, delivery and performance of this Agreement. CPMC has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of CPMC, enforceable against CPMC in accordance with the terms hereof.

(b) CPMC has not been suspended or disciplined by, or prohibited from contracting with, any federal, state or local governmental agency. In the event CPMC has been so suspended, disbarred, disciplined or prohibited from contracting with any governmental agency, it shall immediately notify the City of same and the reasons therefore together with any relevant facts or information requested by City. Any such suspension, debarment, discipline or prohibition may result in the termination or suspension of this Agreement.

(c) CPMC is not a party to any other agreement that would conflict with CPMC's obligations under this Agreement and it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by CPMC have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of CPMC, enforceable against CPMC in accordance with its terms.

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

(e) Notification of Limitations on Contributions. Through execution of this Agreement, CPMC acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

(f) To the current, actual knowledge of CPMC after reasonable inquiry, no document furnished by CPMC to the City with its application for this Agreement nor this Agreement contains any untrue statement of material fact or omits a material fact necessary to make the statements contained therein, or herein, not misleading under the circumstances under which any such statement shall have been made.

(g) No Bankruptcy. CPMC has neither filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors, and, to the best of CPMC's knowledge, no such filing is threatened. CPMC is a California corporation duly organized and validly existing and in good standing under the laws of the State of California. CPMC has all requisite power and authority to conduct its business as presently conducted and authorized by all necessary action the execution, delivery and performance of this Agreement. CPMC has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of CPMC, enforceable against CPMC in accordance with the terms hereof.

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

10.7 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, and the agreements specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein.

10.8 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City and CPMC. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction.

10.9 Attorneys' Fees. Should legal action be brought by either party against the other for a default under this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "reasonable attorneys' fees and costs" means the reasonable fees and expenses of counsel to the party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "reasonable attorneys' fees and costs" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

10.10 Time of Essence. Time is of the essence with respect to the performance of the parties' respective obligations contained herein.

10.11 No Merger. The obligations contained herein shall not merge with the transfer of title to the Street Property but shall remain in effect until fulfilled.

10.12 Non-Liability of City Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to CPMC, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to CPMC, its successors and assigns, or for any obligation of City under this Agreement.

10.13 Severability. Except as is otherwise specifically provided for in this Agreement with respect to any Laws which conflict with this Agreement, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of this Agreement would be unreasonable or

grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

10.14 Sunshine Ordinance. CPMC understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Government Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. CPMC hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

10.15 Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco 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.

10.16 MacBride Principles - Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City also urges companies to do business with corporations that abide by the MacBride Principles. CPMC acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

10.17 No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded by CPMC.

10.18 Effective Date. This Agreement shall be effective on the later of (i) the effective date of a Board of Supervisor resolution approving this Agreement and (ii) the date this Agreement is executed and delivered by both parties.

10.19 Counterparts. This Agreement may be executed in two or more counterpart originals, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, CPMC ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY'S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION.

The parties have duly executed this Agreement as of the respective dates written below.

CITY:

CITY AND COUNTY OF
SAN FRANCISCO, a municipal corporation

By: _____
JOHN UPDIKE
Acting Director of Property

Date: _____

APPROVED: Board of Supervisors
Resolution No. _____
Adopted on _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan
Deputy City Attorney

CPMC:

SUTTER WEST BAY HOSPITALS,
a California corporation

By: _____

Its: _____

EXHIBIT A

Legal Description of Street Property

(Attached)

EXHIBIT A-1

Depiction of Street Property

(Attached)

EXHIBIT B

Form of Quitclaim Deed

QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

MAIL TAX STATEMENTS TO:

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

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Ordinance No. _____, adopted by the Board of Supervisors on _____, 20__, and approved by the Mayor on _____, 20__, and Ordinance No. _____, adopted by the Board of Supervisors on _____, 20__, and approved by the Mayor on _____, 20__, hereby RELEASES, REMISES AND QUITCLAIMS to SUTTER WEST BAY HOSPITALS, a California nonprofit corporation doing business as California Pacific Medical Center ("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 Exhibit A attached hereto and made a part hereof (the "**Property**"). The foregoing release, remise and Quitclaim does not apply with respect to any easement granted to the City or any department thereof recorded in the public records of the San Francisco Assessor Recorder on the date this Quitclaim Deed is recorded in the public records.

Executed as of this _____ day of _____, 20__.

CITY:

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: _____
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
City Engineer

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)

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)

SEPARATE STATEMENT OF
DOCUMENTARY TRANSFER TAX

NOT TO BE RECORDED

County Recorder
City and County of San Francisco

Ladies/Gentlemen:

In accordance with Revenue and Taxation Code Section 11932, it is requested that this statement of documentary transfer tax due not be recorded with the attached Deed, but affixed to the Deed after recordation and before return as directed on the Deed.

The Deed names City and County of San Francisco, a municipal corporation, as Grantor, and SUTTER WEST BAY HOSPITALS, a California nonprofit corporation doing business as California Pacific Medical Center, as Grantee. The improvements being transferred are located in the City and County of San Francisco, State of California.

The amount of documentary transfer tax due on the attached deed is _____ Dollars ($_____), computed on the full value of the property **[(less the value of any liens and encumbrances remaining on the property at the time of sale)]**.

Very truly yours,

_____,
a _____

By: _____

Its: _____

EXHIBIT A
TO
QUITCLAIM DEED

Legal Description of the Property

EXHIBIT C

List of Existing Private Utility Holders

Astound Broadband
ExteNet Systems
NextG Networks
Pacific Bell Telephone Company, dba AT&T California
Pacific Gas and Electric Company

BOARD of SUPERVISORS

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

NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

LAND USE & ECONOMIC DEVELOPMENT COMMITTEE

NOTICE IS HEREBY GIVEN THAT the Land Use and Economic Development Committee will a hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

Date: **Friday, June 15, 2012**

Time: **10:00 a.m.**

Location: **Legislative Chamber, Room 250 located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subject: **California Pacific Medical Center Long Range Development Plan**

120357 **Planning Code - Increase Maximum Floor Area Ratios and Create the Van Ness Medical Use Subdistrict Within the Van Ness Special Use District - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance amending the San Francisco Planning Code by: 1) amending Section 124 to allow a floor area ratio of 9:1 for a hospital and 7.5:1 for a medical office building within the Van Ness Special Use District, Medical Use Subdistrict; 2) amending Section 243 to include the establishment of the Van Ness Medical Use Subdistrict and associated controls; and 3) adopting findings, including environmental findings, Planning Code Section 302 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120358 **Planning Code - Increase Maximum Permitted Floor Area Ratio and Establish the Cesar Chavez/Valencia Streets Medical Use Special Use District - California Pacific Medical Center: St. Luke's Campus**

Ordinance amending the San Francisco Planning Code by: 1) adding Section 124(k) to allow a floor area ratio of 2.5 to 1 in the Cesar Chavez/Valencia Streets Medical Use Special Use District; 2) adding Section 249.68 to establish the Cesar Chavez/Valencia Streets Medical Use Special Use District; and 3) adopting findings, including environmental findings, Planning Code Section 302 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120359 **Zoning Map - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance amending the San Francisco Planning Code Sectional Maps SU02 and HT02 of the Zoning Map of the City and County of San Francisco to: 1) reflect the creation of the Van Ness Medical Use Subdistrict at Assessor's Block Nos. 0695 (Lot Nos. 005, 006) and 0694 (Lot Nos. 005, 006, 007, 008, 009, 009A, 010); 2) allow an increase in height at Assessor's Block No. 0695 (Lot Nos. 005, 006) in order to allow for a new seismically safe hospital; and 3) adopt findings, including environmental findings, Section 302 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120360 **Zoning Map - California Pacific Medical Center: St. Luke's Campus**

Ordinance amending the San Francisco Planning Code Sectional Maps SU07 and HT07 of the Zoning Map of the City and County of San Francisco to: 1) reflect the creation of the Cesar Chavez/Valencia Streets Medical Use Special Use District at the California Pacific Medical Center's St. Luke's Campus (Block No. 6575, Lot Nos. 001 and 002; Block No. 6576, Lot No. 021; and a portion of San Jose Avenue between Cesar Chavez and 27th Streets); 2) allow an increase in height throughout the western portion of the California Pacific Medical Center's St. Luke's Campus (Block No. 6576, Lot No. 021; and a portion of San Jose Avenue between Cesar Chavez and 27th Streets) in order to allow for a new seismically safe replacement hospital; and 3) adopt findings, including environmental findings, Section 302 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120361 **Summary Street Vacation - Portion of San Jose Avenue - California Pacific Medical Center: St. Luke's Campus**

Ordinance ordering the summary street vacation of a portion of San Jose Avenue, between 27th Street and Cesar Chavez Street; rescinding an existing encroachment permit; adopting environmental findings pursuant to the California Environmental Quality Act and findings that the action contemplated herein are consistent with the San Francisco General Plan and eight priority policies of San Francisco Planning Code Section 101.1; and authorizing official acts in connection with this ordinance.

120362 **Street Encroachments - Van Ness Avenue, Cedar Street, and Geary Boulevard - California Pacific Medical Center: Cathedral Hill Campus**

Resolution: 1) granting revocable permission to the California Pacific Medical Center to a) occupy a portion of the public right-of way on Van Ness Avenue in order to construct and maintain a pedestrian tunnel under Van Ness Avenue (State Highway 101) to connect the new medical office building and the new hospital located at 1100 and 1101 Van Ness Avenue respectively; b) construct and maintain off-site improvements on the north side of Cedar Street between Van Ness Avenue and Polk Street, across the street from the medical office building and on the south side of Cedar Street contiguous to the property at 1001 Polk Street (Block No. 0694, Lot No. 004), including reconstructing and widening the existing sidewalk, installing new landscaping and reconstructing the existing roadway with pavers; and c) install and maintain two 30,000 gallon diesel fuel tanks within the public right of way under Geary Boulevard between Franklin Street and Van Ness Avenue, in order to serve the hospital at 1101 Van Ness Avenue; and 2) making environmental findings and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120363 **Land Transf Agreement - Sale of a Portion of S Jose Avenue Between 27th Street and Cesar Chavez Street - Sutter West Bay Hospitals - California Pacific Medical Center: St. Luke's Campus**

Resolution authorizing the Director of Property to execute a Land Transfer Agreement with Sutter West Bay Hospitals, doing business as California Pacific Medical Center, for the future conveyance by the City and County of San Francisco to California Pacific Medical Center of real property consisting of a portion of San Jose Avenue between 27th Street and Cesar Chavez Street; and making findings, including findings under the California Environmental Quality Act and findings of consistency with the General Plan and Planning Code Section 101.1.

120364 **Changing the Official Sidewalk Widths - Portions of Post Street, Geary Boulevard, Geary Street, Cedar Street, Franklin Street, and Van Ness Avenue - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance: 1) amending Ordinance No. 1061 entitled "Regulating the Width of Sidewalks" by adding thereto Section 1596 to change the official sidewalk width of: a) the southerly side of Post Street starting at the southeast intersection with Franklin Street continuing east to the southwest intersection with Van Ness Avenue; b) the northerly side of Geary Boulevard starting at the northeast intersection with Franklin Street continuing east to the northwest intersection with Van Ness Avenue; c) the northerly side of Geary Street starting at the northeast intersection of Van Ness Avenue continuing east 325 feet; d) both sides of Cedar Street starting at the intersection with Van Ness Avenue continuing east to the intersection with Polk Street; e) the westerly side of Van Ness Avenue starting at the intersection with Geary Boulevard continuing north to the intersection with Post Street; and f) the easterly side of Van Ness Avenue starting at the intersection with Geary Street continuing north to the intersection with Cedar Street; 2) making environmental findings and findings pursuant to the General Plan and Planning Code Section 101.1; and 3) requiring relocation, modification, or both of facilities affected by the sidewalk width change.

120365 **Changing the Official Sidewalk Widths - Portions of Cesar Chavez Street, Valencia Street and 27th Street - California Pacific Medical Center: St. Luke's Campus**

Ordinance: 1) amending Ordinance No. 1061 entitled "Regulating the Width of Sidewalks" by adding thereto Section 1591 to change the official sidewalk width of: a) the southerly side of Cesar Chavez Street starting at the southeast intersection with Guerrero Street continuing east to the southwest intersection with Valencia Street; b) the westerly side of Valencia Street, starting at the southwest intersection with Cesar Chavez Street continuing south to the northwest intersection with Duncan Street; and c) the northern portion of 27th Street starting at the intersection of 27th Street and San Jose Avenue and continuing west for 44.24 feet; 2) making environmental findings and findings pursuant to the General Plan and Planning Code Section 101.1; and 3) requiring relocation, modification, or both of facilities affected by the sidewalk width change.

120366 **Development Agreement - Sutter West Bay Hospitals - California Pacific Medical Center**

Ordinance: 1) approving a Development Agreement between the City and County of San Francisco and Sutter West Bay Hospitals, for certain real property associated with the California Pacific Medical Center Long Range Development Plan located at various locations in the City and County of San Francisco and generally referred to as the St. Luke's Campus, Cathedral Hill (Van Ness and Geary) Campus, Davies Campus, Pacific Campus, and California Campus; 2) making findings under the California Environmental Quality Act, findings of conformity with the City's General Plan and with the eight priority policies of Planning Code Section 101.1(b); and 3) waiving certain provisions of Administrative Code Chapter 56, and ratifying certain actions taken in connection therewith.

120458 **General Plan - Van Ness Area Plan Amendments - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance amending the San Francisco General Plan Van Ness Area Plan in order to facilitate the development of a high density medical center at the transit nexus of Van Ness Avenue and Geary Boulevard and reflect various elements of this use; and adopting findings, including environmental findings, Planning Code Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120459 **General Plan Map - California Pacific Medical Center: St. Luke's Campus**

Ordinance amending the General Plan of the City and County of San Francisco by: 1) amending Map 4 of the Urban Design Element to increase the height limit for the California Pacific Medical Center's St. Luke's Campus (Block No. 6575/Lot Nos. 001, 002; Block No. 6576/Lot No. 021, and the portion of San Jose Avenue between Cesar Chavez Street and 27th Street) to 105 feet; and 2) amending Map 5 of the Urban Design Element to reflect the proposed maximum plan dimensions and maximum diagonal plan dimensions of 227' and 270', respectively, for the St. Luke's Replacement Hospital site and 204' and 228', respectively, for the medical office building site at the St. Luke's Campus; and adopting findings, including environmental findings, Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120460 **General Plan Map - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance amending the General Plan of the City and County of San Francisco by: 1) amending Map 4 of the Urban Design Element to allow for development up to a height of 265 feet on the block bounded by Van Ness Avenue, Geary Boulevard, Franklin and Post Streets; 2) amending Map 5 of the Urban Design Element to reflect the proposed maximum plan dimensions and maximum diagonal plan dimensions of 385' and 466', respectively, for the Cathedral Hill Hospital site and 265' and 290', respectively, for the Cathedral Hill MOB site; 3) amending Map 1 of the Van Ness Area Plan, to designate the sites of the proposed Cathedral Hill Hospital and Medical Office Building as the Van Ness Medical Use Subdistrict; and 4) amending Map 2 of the Van Ness Area Plan to create a 265-V height/bulk district coterminous with the Hospital site; and adopting findings, including environmental findings, Planning Code Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

In accordance with Section 67.7-1 of the San Francisco Administrative Code, persons who are unable to attend the hearing on these matters may submit written comments to the City prior to the time the hearing begins. These comments will be made a part of the official public records in these matters, and shall be brought to the attention of the Members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, Room 244, City Hall, 1 Dr. Carlton Goodlett Place, San Francisco, 94102. Information relating to this matter is available in the Office of the Clerk of the Board and agenda information relating to this matter will be available for public review on Friday, June 8, 2012.

Angela Calvillo, Clerk of the Board

DATED: May 30, 2012
MAILED: June 1, 2012
PUBLISHED: June 1 & 8, 2012 (Street Vacation); June 5, 2012 (General Plan Amendments & Development Agreement)