

File No. 101015

Committee Item No. 3

Board Item No. 16

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date August 2, 2010

Board of Supervisors Meeting

Date August 10, 2010

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>SFSU Mitigated Negative Declaration/Initial Study</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Campus Master Plan – Addendum No. 1 to the Final Environmental Impact Report</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Campus Master Plan Environmental Impact Report, SFSU FINAL</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Utilities Commission Resolution No. 10-0111</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Dept Proposed Major Encroachment Permit, Dated November 09, 2009</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Resolution to Approve Sewer Lines Relocation Agreement with SFSU Ltr Dated July 21, 2010</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Sewer Line Relocation Agreement</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>SFSU Campus Master Plan, Statement of Overriding Considerations</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>SFSU Campus Master Plan, Finding of Fact</u> |

Completed by: LaTonia Stokes Date July 30, 2010

Completed by: LaTonia Stokes Date August 4, 2010

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

1 [Sewer Line Relocation Agreement with San Francisco State University]

2
3 Resolution approving and authorizing the Sewer line Relocation Agreement between
4 the San Francisco Public Utilities Commission, on behalf of the City and County of
5 San Francisco, and San Francisco State University to relocate an existing sanitary
6 sewer and storm drain easement on Assessor's Block 7304-001 (part of the
7 University campus) and portions of Font Boulevard and Lake Merced Boulevard in
8 San Francisco; adopting findings pursuant to the California Environmental Quality
9 Act; adopting findings that the Relocation Agreement is consistent with the City's
10 General Plan and Eight Priority Policies of City Planning Code Section 101.1; and
11 authorizing the Director of Property to execute documents, make certain
12 modifications and take certain actions in furtherance of this resolution.
13

14 WHEREAS, San Francisco State University ("University") owns certain real property
15 located in the City and County of San Francisco ("City"), including Assessor's Block 7304-
16 001, consisting of a portion of the University's campus, and Assessor's Blocks 7347 and
17 7350-001, located within the alignment of Font Boulevard and Lake Merced Boulevard in
18 the City (the "University Property"); and

19 WHEREAS, The City is benefitted by certain easement rights which are under the
20 jurisdiction of the San Francisco Public Utilities Commission ("SFPUC") that encumber and
21 are located, in part, on the University Property, including an easement for a 24" sewer line
22 with appurtenances (the "24" Easement") and an easement for a 15" sewer line with
23 appurtenances (the "15" Easement"); and

24 WHEREAS, The University proposes to relocate portions of the 24" Easement and
25 15" Easement located on the University Property, including any pipeline facilities or related

1 improvements located therein, to a new area on the University Property (the "Relocation
2 Project"); and

3 WHEREAS, The SFPUC and the University have negotiated a Sewer Line
4 Relocation Agreement (the "Relocation Agreement") which provides that upon completion
5 of construction of the Relocation Project and the satisfaction of all other conditions set forth
6 in the Relocation Agreement, the University will grant to the City an easement in the
7 location of the new sewer line improvements (the "New Easement") in exchange for the
8 City vacating and quitclaiming to the University the City's interest in and to the portions of
9 the existing 24" Easement and 15" Easement located on the University Property pursuant
10 to quitclaim deeds (the "Quitclaim Deeds"); and

11 WHEREAS, Pursuant to the Relocation Agreement, the University will perform the
12 Relocation Project in accordance with plans approved by the SFPUC and the City's
13 Department of Public Works and at the University's expense; and

14 WHEREAS, The City Real Estate Department has determined that the value of the
15 new easements to be granted to the City and the value of property interest to be
16 quitclaimed to the University under the Relocation Agreement are equivalent; and

17 WHEREAS, The California State University, Board of Trustees, (CSU) acting as lead
18 agency under the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000
19 et seq., hereinafter "CEQA"), certified a Final Environmental Impact Report for the San
20 Francisco State University Campus Master Plan ("FEIR"), State Clearinghouse Number
21 2006102050, in November 2007; and prepared and adopted an Initial Study/Mitigated
22 Negative Declaration (IS/MND), State Clearinghouse Number 2006032125, in May 2006, to
23 analyze a Creative Arts Center Project proposed to be on the property where the University
24 intends to relocate the SFPUC easement; and prepared an Addendum No. 1 to the FEIR in
25 August 2009 to address minor project changes and additional project description

1 information, as well as environmental conditions that had become better known following
2 certification of the FEIR; and

3 WHEREAS, In May 2006, CSU initially adopted the IS/MND for the Creative Arts
4 Building, Mitigation Measures that were made a part of the CSU Project, and Findings that
5 were pursuant to CEQA, and filed a Notice of Determination with respect to that action; and
6 in November 2007, CSU adopted a Resolution (RCPBG 11-07-23) which certified the FEIR,
7 and approved the Campus Master Plan Revision with Enrollment Ceiling Increase at San
8 Francisco State University, and adopted Findings of Fact and applicable Mitigation
9 Measures identified in the Mitigation Monitoring Program for Agenda Item 4 of the Nov 13-
10 14, 2007 meeting, including a Statement of Overriding Considerations that outweigh
11 remaining unavoidable significant impacts to historic resources, traffic, and university
12 population and nearby residents from construction noise; and

13 WHEREAS, CSU has already adopted the Mitigation Measures recommended in the
14 FEIR and the IS/MND, and has authority to implement the Mitigation Measures or to seek
15 any required approvals for the Mitigation Measures; and

16 WHEREAS, The FEIR, IS/MND, and Addendum No. 1 were made available for
17 review by the public, and the SFPUC, acting as a responsible agency under CEQA,
18 reviewed and considered the FEIR, IS/MND, and Addendum No. 1 for the Relocation
19 Project, including the environmental effects of the Relocation Project set forth therein; and

20 WHEREAS, On July 27, 2010, the SFPUC in SFPUC Resolution No. 10-0111
21 specifically adopted CSU Findings with respect to the IS/MND on the Creative Arts Building
22 Project adopted in May 2006, including Mitigation Measures adopted; CSU Resolution No.
23 RCPBG 11-07-23 with respect to the Campus Master Plan FEIR, adopted November 2007,
24 including the CEQA Findings of Fact, Mitigation Monitoring Program, and the Statement of
25

1 Overriding Considerations; and the Addendum No. 1 to the FEIR, issued in August 2009
2 (the "CEQA Findings"); and

3 WHEREAS, The SFPUC found that this approval of the Relocation Project is within
4 the scope of the Campus Master Plan Program, the Creative Arts Building Project, and
5 activities evaluated in the CSU FEIR, IS/MND, and Addendum No. 1; and

6 WHEREAS, The SFPUC further found that since the FEIR, IS/MND, and Addendum
7 No. 1 were finalized, there had been no substantial changes in Relocation Project
8 circumstances that would require major revisions to the CSU environmental documents due
9 to the involvement of new significant environmental effects or an increase in the severity of
10 previously identified significant impacts, and there was no new information of substantial
11 importance that would change the conclusions set forth in the CSU environmental
12 documents; and

13 WHEREAS, The SFPUC did not identify any feasible alternative or additional
14 feasible Mitigation Measures within its powers that would substantially lessen or avoid any
15 significant effect that the Relocation Project would have on the environment and has no
16 direct authority to implement the Mitigations Measures contained in the CEQA Findings
17 approved in SFPUC Resolution No. 10-0111; and

18 WHEREAS, The SFPUC found that the public interest would not be inconvenienced
19 or harmed by the relocation and vacation of the existing 24" Easement or 15" Easement, or
20 by an exchange of the existing 24" Easement and 15" Easement for the New Easement;
21 and

22 WHEREAS, The Relocation Project files, including the FEIR, IS/MND, Addendum
23 No. 1, and SFPUC Resolution No. 10-0111, have been made available for review by this
24 Board of Supervisors and the public, and those files are considered part of the record
25 before this Board of Supervisors; and

Supervisor Sean Elsbernd
BOARD OF SUPERVISORS

1 WHEREAS, This Board of Supervisors has reviewed and considered the information
2 and findings contained in the FEIR, PEIR, Addendum No. 1, and SFPUC Resolution No.
3 10-0111, and all written and oral information provided by the Planning Department, the
4 public, relevant public agencies, the SFPUC, and other experts, and the administrative files
5 for the Relocation Project; and

6 WHEREAS, A copy of the Relocation Agreement between the City and the
7 University is on file with the Clerk of this Board of Supervisors under File No.
8 101015; and

9 WHEREAS, The Director of Property has determined that the University will bear the
10 expense of the Project; and

11 WHEREAS, The Planning Department in a letter of November 9, 2009, found that
12 the Relocation Agreement is consistent with the City's General Plan and with the Eight
13 Priority Policies of City Planning Code Section 101.1, which letter is on file with the Clerk of
14 the Board of Supervisors under File No. 101015 and is incorporated herein by this
15 reference; now, therefore, be it

16 RESOLVED, That this Board of Supervisors finds that since the adoption of the
17 CEQA Findings under SFPUC Resolution No. 10-0111, there have been no
18 substantial project changes and no substantial changes in the project circumstances that
19 would require major revisions to the FEIR due to the involvement of new significant
20 environmental effects or an increase in the severity of previously identified significant
21 impacts, and there is no new information of substantial importance that would change the
22 conclusions set forth in the FEIR; and, be it

23 FURTHER RESOLVED, That this Board of Supervisors, as a responsible agency
24 under CEQA, hereby adopts the CEQA Findings approved and incorporated in SFPUC
25

1 Resolution No. 10-0111 for the same reasons set forth in SFPUC Resolution No.
2 10-0111 and incorporated herein by this reference; and, be it

3 FURTHER RESOLVED, That this Board of Supervisors hereby finds that the
4 Relocation Agreement is consistent with the General Plan and with the Eight Priority
5 Policies of City Planning Code Section 101.1 for the same reasons as set forth in the
6 Planning Department letter of November 9, 2009, and incorporated herein by this
7 reference; and, be it

8 FURTHER RESOLVED, That in accordance with the recommendations of the
9 SFPUC and the Director of Property, this Board of Supervisors hereby approves the
10 Relocation Agreement and the transaction contemplated thereby in substantially the form of
11 such agreement presented to this Board of Supervisors; and, be it

12 FURTHER RESOLVED, That this Board of Supervisors authorizes the Director of
13 Property to enter into any additions, amendments or other modifications to the Relocation
14 Agreement (including, without limitation, the attached exhibits) that the Director of Property
15 determines are in the best interest of the City, that do not increase the costs to the City for
16 the easement relocation or otherwise materially increase the obligations or liabilities of the
17 City, and are necessary or advisable to complete the transaction contemplated in the
18 Relocation Agreement and effectuate the purpose and intent of this resolution, such
19 determination to be conclusively evidenced by the execution and delivery by the Director of
20 Property of the Relocation Agreement and any amendments thereto; and, be it

21 FURTHER RESOLVED, That the Director of Property is hereby authorized and
22 urged, in the name and on behalf of the City, to quitclaim the existing 15" Easement and
23 24" Easement in exchange for the New Easement in accordance with the terms and
24 conditions of the Relocation Agreement, and to take any and all steps (including, but not
25 limited to, the execution and delivery of any and all certificates, agreements, notices,

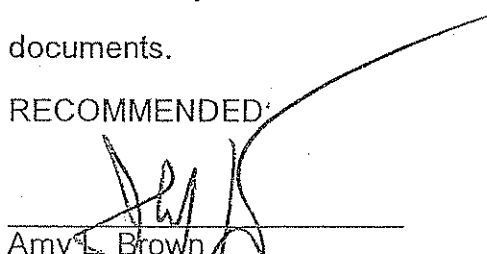
Supervisor Sean Elsbernd
BOARD OF SUPERVISORS

FILE NO.

RESOLUTION NO.

1 consents, escrow instructions, closing documents and other instruments or documents) as
2 the Director of Property deems necessary or appropriate in order to consummate the
3 exchange of the easements pursuant to the Relocation Agreement, or to otherwise
4 effectuate the purpose and intent of this resolution, such determination to be conclusively
5 evidenced by the execution and delivery by the Director of Property of any such
6 documents.

7 RECOMMENDED:

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9 
10 _____
11 Amy L. Brown
12 Director of Property
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Supervisor Sean Elsbernd
BOARD OF SUPERVISORS

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7/21/2010

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FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Mayor Gavin Newsom; Members, SF Board of Supervisors	City elective office(s) held: Mayor, City and County of San Francisco; Members, SF Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Trustees of the California State University, acting by and through its San Francisco State University.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i> See Attached	
Contractor address: 1600 Holloway Avenue, San Francisco, CA 94132	
Date that contract was approved: <i>Upon approval of the Board and Mayor</i>	Amount of contract: None
Describe the nature of the contract that was approved: Sewer Line Relocation Agreement	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form (Mayor, Gavin Newsom)
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits
- _____
Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer:	Contact telephone number:
Address:	E-mail:

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

**SAN FRANCISCO STATE UNIVERSITY
NEW CREATIVE ARTS BUILDING PROJECT AND
MAJOR CAMPUS MASTER PLAN CHANGE**

**MITIGATED NEGATIVE DECLARATION/
INITIAL STUDY
SCH. No. 2006032125**

Prepared for:
Board of Trustees of the California State University, Lead Agency
Capital Planning, Design and Construction
1600 Holloway Avenue
San Francisco, CA 94132-4021

Prepared By:
URS Corporation
55 South Market Street, Suite 1500
San Jose, CA 95113

May 2006

CAMPUS MASTER PLAN
San Francisco State University

Addendum No. 1 to the Final
Environmental Impact Report
(SCH #2006102050)

Creative Arts Center Project

Prepared by:

URS Corporation
55 South Market Street, Suite 1500
San Jose, CA 95113



August 2009

CAMPUS MASTER PLAN
ENVIRONMENTAL IMPACT REPORT

SAN FRANCISCO STATE UNIVERSITY

SCH # 2006102050

FINAL

August 2007



PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 10-0111

WHEREAS, San Francisco State University ("University") owns certain real property located in the City and County of San Francisco ("City"), including Assessor's Block 7304-001, consisting of a portion of University's campus, and Assessor's Blocks 7347-001 and 7350-001, located within the alignment of Font Boulevard and Lake Merced Boulevard in the City (the "University Property"); and

WHEREAS, The City is benefitted by certain easement rights which are under the jurisdiction of the San Francisco Public Utilities Commission ("SFPUC") that encumber and are located, in part, on the University Property, including an easement for a 24" sewer line with appurtenances (the "24" Easement") and an easement for a 15" sewer line with appurtenances (the "15" Easement"); and

WHEREAS, The University proposes to relocate, at their expense, portions of the 24" Easement and 15" Easement located on University Property, including any pipeline facilities or related improvements located therein, to a new area on the University Property (the "Relocation Project"); and

WHEREAS, The SFPUC and University have negotiated a Sewer Line Relocation Agreement (the "Agreement") which provides that upon completion of construction of the Relocation Project and the satisfaction of all other conditions set forth in the Agreement, University will grant to City an easement (the "New Easement") in the location of the new sewer line improvements, in exchange for City vacating and quitclaiming to University City's interest in and to the portions of the existing 24" Easement and 15" Easement located on University Property pursuant to quitclaim deeds (the "Quitclaim Deeds"); and

WHEREAS, Pursuant to the Agreement, University will perform the Relocation Project in accordance with plans approved by SFPUC and City's Department of Public Works ("DPW"), at University's expense; and

WHEREAS, The Planning Department, by letter dated November 9, 2009, declared that the proposed sewer line relocation was in conformity with the General Plan and with the priority policies of Planning Code Section 101.1; now, therefore, be it

RESOLVED, The SFPUC, acting as a responsible agency under the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"), hereby adopts the following findings of fact and law under CEQA, and the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et seq., hereinafter "CEQA Guidelines"), in conjunction with its approval of the Agreement between the City and County of San Francisco (CCSF), acting through its Public Utilities Commission (SFPUC) and University:

A. The California State University, Board of Trustees, (CSU) acting as lead agency under CEQA, certified a Final Environmental Impact Report for the San Francisco State University Campus Master Plan (hereinafter "FEIR") in November 2007. The State Clearinghouse Number for the FEIR is 2006102050. Prior to completion of the FEIR, CSU prepared and adopted an Initial Study/Mitigated Negative Declaration (IS/MND) in May 2006, to analyze a Creative Arts Center project, proposed to be located on the property wherein the Agreement provides for relocation of the SFPUC easement. The State Clearinghouse Number for the IS/MND is

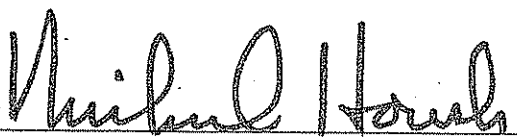
FURTHER RESOLVED, That SFPUC finds that the public interest will not be inconvenienced or harmed by the relocation and vacation of the existing 24" Easement or 15" Easement, or by an exchange of the old 24" Easement area and 15" Easement area for the New Easement Area; and, be it

FURTHER RESOLVED, That this Commission authorizes the General Manager of the SFPUC to seek approval of City's Board of Supervisors of the Agreement, and upon such approval to execute and deliver the Agreement in substantially the form presented to this Commission, and to take all acts set forth in the Agreement to effectuate the relocation of the sewer lines, the vacation of City's interest in and to the portions of the existing 24" Easement and 15" Easement located on University Property, and the exchange of real property interests as contemplated in the Agreement; and, be it

FURTHER RESOLVED, That upon approval by City's Board of Supervisors, this Commission authorizes the General Manager of the SFPUC and/or the Director of Property to execute and deliver the Quitclaim Deeds conveying the vacated and abandoned easement areas to University and accept a new easement deed conveying the New Easement to City upon University's satisfactory completion of the Relocation Project and any other conditions provided for in the Agreement; and, be it

FURTHER RESOLVED, That upon approval by City's Board of Supervisors, this Commission authorizes the General Manager and the Director of Property to take any and all other steps they or the City Attorney deem necessary and advisable to effectuate the purpose and intent of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *July 27, 2010*



Secretary, Public Utilities Commission



PLANNING DEPARTMENT

City and County of San Francisco • 1660 Mission Street, Suite 500 • San Francisco, California • 94103-2414

MAIN NUMBER
(415) 558-6378

DIRECTOR'S OFFICE
PHONE: 558-6411

4TH FLOOR
FAX: 558-6426

ZONING ADMINISTRATOR
PHONE: 558-6350

5TH FLOOR
FAX: 558-6409

PLANNING INFORMATION
PHONE: 558-6377

MAJOR ENVIRONMENTAL
FAX: 558-5991

COMMISSION CALENDAR
INFO: 558-6422

INTERNET WEB SITE
WWW.SFGOV.ORG/PLANNING

November 9, 2009

Mr. Simon Chan
Department of Public Works.
Bureau of Street-Use and Mapping
875 Stevenson Street, Room 460
San Francisco, CA 94103-0942

RECEIVED
BUREAU OF STREET USE & MAPPING

NOV 17 2009

DEPT. OF PUBLIC WORKS

Re: 2009.0404R
SFSU Proposed Major Encroachment Permit
Utilities extension at 755 Font Blvd (Assessor's Block 7304)

Dear Mr. Chan:

On May 20 2009, the Planning Department received your request to determine whether the proposed Major Encroachment Permit to occupy a portion of Font Boulevard from the main SFSU Campus at 3711 19th Avenue to 755 Font Blvd and Sewer Relocation Agreement to relocate a sewer easement at the same site would be in-conformity with the General Plan. San Francisco State University (SFSU) has requested the Major Encroachment Permit in order to trench and install privately maintained underground utilities in the Font Boulevard public right-of-way. On August 7, 2009, the Planning Department received a revised application requesting the inclusion of a sewer easement be added to the original application. The public right-of-way proposed to be utilized by SFSU is shown on an attached Overall Site Layout Map (Attachment 1). The site is located at the southwestern corner of the SFSU campus. The proposed major encroachment permit, sewer relocation, and utility easement are, on balance, **in-conformity** with the *General Plan*, as described in the attached staff report.

The project would include the Major Encroachment Permit to extend one fire and four domestic water lines, four medium-voltage electrical lines, and six telecommunication lines from the main SFSU campus to 755 Font Blvd (AB 7304). In addition, the sewer lines are to be relocated from the center of the parcel to the southeast corner of the parcel. Finally, a sleeve for a future 3 inch diameter gas line and a 6 inch diameter domestic water line would be incorporated in an easement located below the mid-block traffic circle on Font Boulevard.

The General Plan permits such use of portions of rights-of-way, provided that the City retains ownership of the right-of-way for its current and future use as a public resource, such as for maintenance and retrofitting of the underground resources, providing public access to adjacent properties, general circulation, or other public uses. The project has been reviewed for consistency with the Eight Priority Policies of the Planning Code Section 101.1 and the findings are attached. The proposed Major Encroachment Permit, Sewer Relocation Agreement, and utility easements are, on balance, **in-conformity** with the *General Plan*.

Re: 2009.0404R
Utilities extension under Font Boulevard at 755 Font Blvd (Assessor's Block 7304)
SFSU Proposed Major Encroachment Permit, Sewer Relocation Agreement, and
Utility Easement

STAFF REPORT - GENERAL PLAN POLICIES

Note: General Plan Objectives and Policies in **Bold font**; General Plan text is in regular font.
Staff comments are in *italic font*.

TRANSPORTATION ELEMENT

POLICY 1.2

Ensure the safety and comfort of pedestrians throughout the city.

Safety is a concern in the development and accommodation of any part of the transportation system, but safety for pedestrians (which includes disabled persons in wheelchairs and other ambulatory devices) should be given priority where conflicts exist with other modes of transportation

Pedestrian safety will not be impacted by the project.

URBAN DESIGN ELEMENT - CONSERVATION

Street Space

POLICY 2.8

Maintain a strong presumption against the giving up of street areas for private ownership or use, or for construction of public buildings.

Street areas have a variety of public values in addition to the carrying of traffic. They are important, among other things, in the perception of the city pattern, in regulating the scale and organization of building development, in creating views, in affording neighborhood open space and landscaping, and in providing light and air and access to properties.

The proposal is not a street vacation, but instead a major encroachment and sewer relocation, and so does not represent a permanent release of street area. The public will still retain ownership. No buildings are proposed to be constructed in the space.

POLICY 2.9

Review proposals for the giving up of street areas in terms of all the public values that streets afford.

Every proposal for the giving up of public rights in street areas, through vacation, sale or lease of air rights, revocable permit or other means, shall be judged with the following criteria as the minimum basis for review: a. No release of a street area shall be recommended which would result in:

purposes, and allow imposition of binding conditions as to development and use of the street area.

This is a major encroachment permit and sewer relocation, not a street vacation; therefore the City will not be releasing the street from public ownership.

The proposal is, on balance, in X conformity not in conformity with the General Plan.



Amy L. Brown
Director of Real Estate



July 21, 2010

Through Edwin M. Lee, City Administrator

Honorable Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

Re: Resolution to approve Sewer Line Relocation Agreement with San Francisco State University

Dear Board Members:

Attached for your consideration is a Resolution authorizing the City and County of San Francisco (City), on behalf of the San Francisco Public Utilities Commission (SFPUC), to enter into a Sewer Line Relocation Agreement with San Francisco State University (SFSU) to relocate an existing sanitary sewer and storm drain easement.

SFPUC owns a portion of Font Boulevard and Lake Merced Boulevard, as well as certain easement rights for a 24" sewer line and a 15" sewer line bisecting Assessor's Block 7304-001, which formerly was part of the Park Merced development and is now part of the San Francisco State University campus. SFSU and SFPUC have negotiated a Sewer Line Relocation Agreement that will authorize the vacation and exchange of the City's existing easement encumbering Assessor's Block 7304 for an equivalent easement for a replacement line that will serve the same area. The replacement line will be located in a new easement area consisting of Assessor's Block 7304-001, 7347 and 7350-001.

SFSU is planning to construct a new Creative Arts Center on SFSU property. The proposed project includes, in part, the relocation of the existing pipeline facilities and replacement with equivalent new sewer lines and related improvements at their expense. SFSU will perform the relocation project in accordance with plans approved by SFPUC and the Department of Public Works.

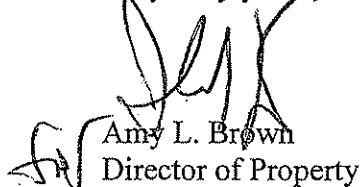
CEQA documents consisting of the Campus Master Plan EIR, Findings of Fact and Statement of Overriding Consideration, Initial Study/Mitigated Negative Declaration (IS/MND) for the Creative Arts Building and Approval Resolution, and Addendum No. 1 have been considered and approved as part of the agenda item for this matter before the San Francisco Public Utilities Commission.

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In addition to the Resolution, enclosed find copies of:

1. Sewer Line Relocation Agreement between the Trustees of the California State University, acting by and through its San Francisco State University and the City and County of San Francisco acting by and through its Public Utilities Commission.
2. SFPUC Resolution No. _____ authorizing the General Manager of SFPUC to seek Board of Supervisors approval to enter into the Sewer Line Relocation Agreement.
3. City's Planning letter dated November 9, 2009 stating that the proposed sewer relocation project is in conformity with the General Plan.
4. Form SFEC – 126: Notification of Contract Approval

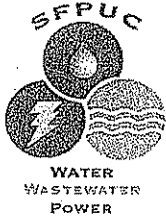
Very truly yours,



Amy L. Brown
Director of Property

Attachments

cc: GDowd, SFPUC
HBrandt, City Attorney's Office
NAmbrose, City Attorney's Office
CWong, DPW
JUpdike, RED



AGENDA ITEM
Public Utilities Commission
City and County of San Francisco



DEPARTMENT External Affairs AGENDA NO. _____
 MEETING DATE July 27, 2010

Authorize Sewer Easement Relocation: Regular Calendar
Project Manager: Gary Dowd

Authorize the General Manager of the San Francisco Public Utilities Commission (SFPUC) to Seek Board of Supervisors Approval of a Sewer line Relocation Agreement

<p>Summary of Proposed Commission Action:</p>	<p>Authorize the General Manager of the San Francisco Public Utilities Commission (SFPUC) to seek Board of Supervisors approval to enter into a Sewer line Relocation Agreement on behalf of the City and County of San Francisco with San Francisco State University (SF State), to relocate an existing sanitary sewer and storm drain easement on Assessor's Block 7304-001 (part of the University campus) and portions of Font Boulevard and Lake Merced Boulevard, San Francisco; and adopt Findings pursuant to the California Environmental Quality Act.</p>
<p>Background & Description of Agreement:</p>	<p>Background: SFPUC owns a portion of Font Boulevard and Lake Merced Boulevard, as well as certain easement rights for a 24" sewer line bisecting Block 7304, which formerly was part of the Park Merced development and is now part of the San Francisco State campus. SF State and City staffs have agreed upon a Sewer Line Relocation Agreement that will authorize the vacation and exchange of the City's existing easement encumbering Block 7304 for an equivalent easement for a replacement line, serving the same area. University has designed a replacement line and associated improvements, which have been approved by the Department of Public Works Hydraulics Division and the SFPUC.</p> <p>SF State will construct, install, and connect a new permanent 24" sewer line within the University campus and on portions of Font and Lake Merced Boulevards. In addition, SF State will complete and</p>

APPROVAL:

DEPARTMENT / BUREAU _____
 COMMISSION SECRETARY Mike Housh

FINANCE Todd L. Rydstrom
 GENERAL MANAGER Ed Harrington

	<p>connect a permanent 15" line within the campus and on a portion of Lake Merced Boulevard. Once construction of the new lines is complete and approved and accepted by the City, SF State will then disconnect the current sewer line, part of which occupies the site of the new Creative Arts Building, and City will quitclaim to SF State the vacated and abandoned portion of the old easement area.</p> <p>City Real Estate Department has determined that the value of the new easements to be granted SFPUC and the value of property interest to be quitclaimed to SF State are equivalent.</p> <p>The replacement sewer, to be constructed to current SFPUC standards, will replace an aging segment of sewer line. There will be no cost to the SFPUC. SFPUC staff, City Real Estate Department, City Attorney, and Department of Public Works staff have participated in the negotiation of the proposed agreement and are satisfied that the City's interests are protected.</p> <p>Description of Agreement: A copy of the Relocation Agreement is on file with the Commission Secretary.</p> <table border="1" data-bbox="521 953 1419 1476"> <tr> <td data-bbox="521 953 829 1129">Parties to Agreement:</td> <td data-bbox="829 953 1419 1129">San Francisco Public Utilities Commission and San Francisco State University</td> </tr> <tr> <td data-bbox="521 1129 829 1184">Purpose:</td> <td data-bbox="829 1129 1419 1184">Relocate Sewer Easement</td> </tr> <tr> <td data-bbox="521 1184 829 1346">Location:</td> <td data-bbox="829 1184 1419 1346">Assessor's Block 7304-001 (part of the University campus) and portions of Font Boulevard and Lake Merced Boulevard, San Francisco San Francisco, CA</td> </tr> <tr> <td data-bbox="521 1346 829 1476">Commencement Date:</td> <td data-bbox="829 1346 1419 1476">July, 2010, subject to Board of Supervisors approval.</td> </tr> </table>	Parties to Agreement:	San Francisco Public Utilities Commission and San Francisco State University	Purpose:	Relocate Sewer Easement	Location:	Assessor's Block 7304-001 (part of the University campus) and portions of Font Boulevard and Lake Merced Boulevard, San Francisco San Francisco, CA	Commencement Date:	July, 2010, subject to Board of Supervisors approval.
Parties to Agreement:	San Francisco Public Utilities Commission and San Francisco State University								
Purpose:	Relocate Sewer Easement								
Location:	Assessor's Block 7304-001 (part of the University campus) and portions of Font Boulevard and Lake Merced Boulevard, San Francisco San Francisco, CA								
Commencement Date:	July, 2010, subject to Board of Supervisors approval.								
Result of Inaction:	SFPUC will not receive a reconstructed sewer at no cost.								
Budget & Costs:	There is not funding required for this Agreement.								
Recommendation:	SFPUC staff recommends that the Commission adopt the attached Resolution.								
Attachment(s):	<ol style="list-style-type: none"> 1. SFPUC Resolution 2. Copy of Relocation Agreement 								

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. _____

WHEREAS, San Francisco State University ("University") owns certain real property located in the City and County of San Francisco ("City"), including Assessor's Block 7304-001, consisting of a portion of University's campus, and Assessor's Blocks 7347-001 and 7350-001, located within the alignment of Font Boulevard and Lake Merced Boulevard in the City (the "University Property"); and

WHEREAS, The City is benefitted by certain easement rights which are under the jurisdiction of the San Francisco Public Utilities Commission ("SFPUC") that encumber and are located, in part, on the University Property, including an easement for a 24" sewer line with appurtenances (the "24" Easement") and an easement for a 15" sewer line with appurtenances (the "15" Easement"); and

WHEREAS, The University proposes to relocate, at their expense, portions of the 24" Easement and 15" Easement located on University Property, including any pipeline facilities or related improvements located therein, to a new area on the University Property (the "Relocation Project"); and

WHEREAS, The SFPUC and University have negotiated a Sewer Line Relocation Agreement (the "Agreement") which provides that upon completion of construction of the Relocation Project and the satisfaction of all other conditions set forth in the Agreement, University will grant to City an easement (the "New Easement") in the location of the new sewer line improvements, in exchange for City vacating and quitclaiming to University City's interest in and to the portions of the existing 24" Easement and 15" Easement located on University Property pursuant to quitclaim deeds (the "Quitclaim Deeds"); and

WHEREAS, Pursuant to the Agreement, University will perform the Relocation Project in accordance with plans approved by SFPUC and City's Department of Public Works ("DPW"), at University's expense; and

WHEREAS, The Planning Department, by letter dated November 9, 2009, declared that the proposed sewer line relocation was in conformity with the General Plan and with the priority policies of Planning Code Section 101.1; now, therefore, be it

RESOLVED, The SFPUC, acting as a responsible agency under the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"), hereby adopts the following findings of fact and law under CEQA, and the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et seq., hereinafter "CEQA Guidelines"), in conjunction with its approval of the Agreement between the City and County of San Francisco (CCSF), acting through its Public Utilities Commission (SFPUC) and University:

A. The California State University, Board of Trustees, (CSU) acting as lead agency under CEQA, certified a Final Environmental Impact Report for the San Francisco State University Campus Master Plan (hereinafter "FEIR") in November 2007. The State Clearinghouse Number for the FEIR is 2006102050. Prior to completion of the FEIR, CSU prepared and adopted an Initial Study/Mitigated Negative Declaration (IS/MND) in May 2006, to analyze a Creative Arts Center project, proposed to be located on the property wherein the Agreement provides for relocation of the SFPUC easement. The State Clearinghouse Number for the IS/MND is

2006032125. CSU also prepared an Addendum No. 1 to the FEIR in August 2009 to address minor project changes and additional project description information, as well as environmental conditions that had become better known following certification of the FEIR.

B. The FEIR, the IS/MND and the Addendum No. 1 have been made available for review by the SFPUC and the public. The SFPUC, as a responsible agency under CEQA, has considered the FEIR, the IS/MND and the Addendum for the Relocation Project, including the environmental effects of the Relocation Project set forth therein. The documents are available for public review at the San Francisco Public Utilities Commission Department offices at 1155 Market Street, as well as at the CSU Offices, Capital Planning, Design and Construction, 1600 Holloway Avenue, San Francisco, CA 94132, which is the custodian of records.

C. CSU initially adopted the IS/MND for the Creative Arts Building, in May 2006, adopted Mitigation Measures that were made a part of the CSU Project, and adopted Findings pursuant to CEQA, and filed a Notice of Determination with respect to that action. In November 2007, CSU adopted a Resolution (RCPBG 11-07-23) which certified the FEIR, and approved the Campus Master Plan Revision with Enrollment Ceiling Increase at San Francisco State University, and adopted Findings of Fact and applicable mitigation measures identified in the Mitigation Monitoring Program for Agenda Item 4 of the Nov 13-14, 2007 meeting, and including a Statement of Overriding Considerations that outweigh remaining unavoidable significant impacts to historic resources, traffic, and to university population and nearby residents from construction noise.

D. The SFPUC hereby specifically adopts and incorporates by reference as though fully set forth herein, and as a part of the record of this approval: CSU findings with respect to the IS/MND on the Creative Arts Building project adopted in May 2006, including mitigation measures adopted; CSU Resolution No. RCPBG 11-07-23 with respect to the Campus Master Plan FEIR, adopted November 2007, including the CEQA findings of fact, mitigation monitoring and reporting program, and the Statement of Overriding Considerations; and the Addendum No. 1 to the FEIR, issued in August 2009, which may be found in SFPUC Commission files for this SFPUC Resolution at 1155 Market Street, San Francisco, CA.

E. The SFPUC finds that this approval of the Relocation Project is within the scope of the Program, Project and activities evaluated in the CSU FEIR, IS/MND and Addendum No. 1.

F. The SFPUC further finds that since the FEIR, IS/MND and Addendum No. 1 were finalized, there have been no substantial changes in Relocation Project circumstances that would require major revisions to the CSU environmental documents due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the CSU environmental documents.

G. The SFPUC has not identified any feasible alternative or additional feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the Relocation Project would have on the environment.

H. CSU has already adopted the mitigation measures recommended in the FEIR, and the IS/MND, has authority to implement the mitigation measures or to seek any required approvals for the mitigation measures, and the SFPUC has no direct authority to implement the mitigation measures; and, be it

FURTHER RESOLVED, That SFPUC finds that the public interest will not be inconvenienced or harmed by the relocation and vacation of the existing 24" Easement or 15" Easement, or by an exchange of the old 24" Easement area and 15" Easement area for the New Easement Area; and, be it

FURTHER RESOLVED, That this Commission authorizes the General Manager of the SFPUC to seek approval of City's Board of Supervisors of the Agreement, and upon such approval to execute and deliver the Agreement in substantially the form presented to this Commission, and to take all acts set forth in the Agreement to effectuate the relocation of the sewer lines, the vacation of City's interest in and to the portions of the existing 24" Easement and 15" Easement located on University Property, and the exchange of real property interests as contemplated in the Agreement; and, be it

FURTHER RESOLVED, That upon approval by City's Board of Supervisors, this Commission authorizes the General Manager of the SFPUC and/or the Director of Property to execute and deliver the Quitclaim Deeds conveying the vacated and abandoned easement areas to University and accept a new easement deed conveying the New Easement to City upon University's satisfactory completion of the Relocation Project and any other conditions provided for in the Agreement; and, be it

FURTHER RESOLVED, That upon approval by City's Board of Supervisors, this Commission authorizes the General Manager and the Director of Property to take any and all other steps they or the City Attorney deem necessary and advisable to effectuate the purpose and intent of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *July 27, 2010*

Secretary, Public Utilities Commission

SEWER LINE RELOCATION AGREEMENT

This Sewer Line Relocation Agreement (the "Agreement") is made and entered into this _____ day of _____, 2010, between the Trustees of the California State University, acting by and through its San Francisco State University, acting in a higher education capacity through its duly appointed and acting officer (collectively referred to hereafter as "University"), and the City and County of San Francisco, a municipal corporation, acting by and through its Public Utilities Commission (collectively referred to hereafter as the "City" or "SFPUC"). University and City are collectively referred to hereafter as the "Parties."

RECITALS

- A. University owns that certain real property located in the Parkmerced area of the City and County of San Francisco, State of California, constituting (i) a portion of Assessor's Block 7304-001, and (ii) Assessor's Blocks 7347- 001 and 7350-001 located within the alignment of Font Blvd., as more particularly depicted on Exhibit A attached hereto (collectively, "University Property").
- B. City owns that certain real property located in the Parkmerced area of the City and County of San Francisco, State of California, commonly known as portions of Font Blvd. and Lake Merced Blvd., adjacent to the University Property, as more particularly depicted on Exhibit A attached hereto ("City Property").
- C. City has certain easement rights (the "24" Pipeline Easement") for a twenty-four inch (24") vitrified clay pipe (VCP) sewer line and related appurtenances located in part, on, under and through the University Property (the "Existing 24" Pipeline"), which City acquired in two segments: (1) through the "Record of Survey Map of Parkmerced," filed August 21, 1951, in Map Book "R" at Page 15, in the Official Records of the County of San Francisco; and (2) by a deed of exchange recorded April 17, 1953, in Book 6138 at Page 152, in the Official Records of the County of San Francisco (the "1953 Exchange Deed"). City also has certain easement rights (the "15" Pipeline Easement") for a fifteen inch (15") sewer line and related appurtenances located in part, on, under and through the University Property (the "Existing 15" Pipeline") which City acquired by an exchange deed recorded June 25, 1970, in Book B434 at Page 507, in the Official Records of the County of San Francisco (the "1970 Exchange Deed"). The Existing 24" Pipeline and the Existing 15" Pipeline are referred to collectively as the "Existing Pipelines."
- D. University is planning to construct a new Creative Arts Center on the University Property. The proposed project includes, in part, the relocation by University of portions of the Existing Pipelines and replacement with an equivalent new sewer line to accommodate the project. To relocate the applicable portions of the Existing Pipelines, University intends to: (1) construct, install, connect and complete, free of liens, a permanent twenty-four inch (24") VCP sewer line to be located within portions of the University Property and portions of Font Blvd. owned by City, as depicted on Exhibit A; (2) construct, install, connect and complete, free of liens, a permanent fifteen inch (15") sewer line to be located within portions of the University Property and portions of Lake Merced Blvd owned by City, as depicted on Exhibit A ((1) and (2) collectively shall be known as the "New Pipeline Improvements"); and (3) once the New Pipeline Improvements are in operation and City has made a completeness determination (as described in Section 3.C. below) for the New Pipeline Improvements, then disconnect, cap the ends, and abandon in place the remaining portions of the Existing Pipelines which are located on the University Property and a portion of City Property, as shown on Exhibit A ((1), (2), and (3) collectively shall be known as the "Pipeline Relocation Project").

- E. The Pipeline Relocation Project shall be completed in accordance with the plans and specifications, approved on behalf of City by the Director of City's Department of Public Works ("DPW") and by SFPUC's General Manager and Hydraulics Section, as described in Exhibit D attached hereto (the "Plans and Specifications") and the terms of this Agreement.
- F. University currently owns all of the University property and has, or shall, obtain any necessary permits with respect to portions of the City Property, as necessary to relocate, construct and complete the Pipeline Relocation Project. University is willing to transfer, or cause to be transferred, the property rights more fully described in this Agreement to the City, as necessary, in order to fulfill University's obligations described herein.
- G. University is successor the 1970 Exchange Deed, which pertains to the Existing 15" Pipeline and contains, in part, an obligation for the City to relocate at no cost to University that section of sewer covered by the 1970 Exchange Deed, provided a new grant of easement is provided.
- H. City is willing to permit relocation of the Existing Pipelines, and upon University's satisfactory completion of the Pipeline Relocation Project and conveyance to City of an easement deed for the New Easement Area (as defined in Section 1.A. below), to abandon and vacate certain portions of the Existing Pipelines and Old Easement Areas located on the University Property as depicted on Exhibit A attached hereto, and to accept the dedication of the New Pipeline Improvements and relocated New Easement Area, in accordance with the terms and conditions set forth in this Agreement and in compliance with applicable law.
- I. Notwithstanding the foregoing, the parties acknowledge and agree that the University Property is one of several parcels of real property encumbered by the 1953 Exchange Deed. Except as otherwise expressly set forth herein with respect to the construction of the Pipeline Relocation Project on the University Property, this Agreement and/or any related documents are not intended to modify, amend or affect any other right, title or interest of City under the 1953 Exchange Deed.

AGREEMENT

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

1. GENERAL TERMS.

A. University will perform at its sole cost, except as provided in Section 7 below, all work necessary to relocate, construct and complete the Pipeline Relocation Project, in accordance with the Plans and Specifications described in Exhibit D attached hereto (collectively, the "Work"). All Work shall be performed by University in a reasonably prompt manner in accordance with its then current schedule, and University shall coordinate said Work with SFPUC. The Existing Pipelines currently run through certain real property in Block 7304, Lot 001 in San Francisco as shown and described on attached Exhibit A, which is, by this reference, incorporated herein (the "Old Easement Area"). The New Pipeline Improvements will be located in, on, under, upon or through portions of the University Property, as shown on attached Exhibit B (the "New Easement Area"). The New Pipeline Improvements shall connect back into the remaining portions of Existing Pipeline as shown in Exhibit A. The Work shall include, without limitation, the construction of the New Pipeline Improvements and the completion of the Pipeline Relocation Project. In connection with the Work, University agrees to perform, at its sole expense, the following:

- i. Transfer to SFPUC an exclusive easement right to the property identified in attached Exhibit B. Such easement rights shall be for the purpose of the permanent relocation, construction and installation of the New Pipeline Improvements to the New Easement Area, along with related access, ingress and egress over the University Property to use and maintain the New Pipeline Improvements. The easement to be conveyed to SFPUC for the New Easement Area shall be substantially in the form of Exhibit E attached hereto and shall be subject to only those title exceptions described in Exhibit H (the "Permitted Title Exceptions").
- ii. Provide to SFPUC title insurance, in form and from an insurer acceptable to SFPUC (which shall, at a minimum, include a contiguity endorsement), for the property interests conveyed to SFPUC pursuant to this Agreement. Such title insurance shall insure SFPUC's easement interest in the New Easement Area in an amount not less than Two Hundred Sixty Thousand Dollars (\$260,000.00) subject to the Permitted Title Exceptions only and any additional exceptions that SFPUC may accept in SFPUC's sole discretion.
- iii. Prepare, advertise, award and administer all contracts in connection with constructing and completing the Pipeline Relocation Project, and promptly prosecute same to completion in accordance with applicable laws, and SFPUC and DPW approved Plans and Specifications. All construction-related documents, and any changes thereto, require SFPUC's and DPW's prior written approval, which approval shall not be unreasonably withheld. If SFPUC or DPW, respectively, does not respond to University's request for approval within fifteen (15) calendar days following their receipt of same, University will send a second notice to SFPUC and DPW, respectively, and will also provide telephone notice to Gary Dowd at (415) 487-5211 and to Cliff Wong at (415) 554-8339. SFPUC and/or DPW, as applicable, shall be deemed to have approved the work set forth in the request for approval, or revisions thereto, if said party fails to respond to the second notice within five (5) calendar days following their receipt of same. Construction shall be performed by a qualified contractor hired by University. In the event that City responds but does not approve any of the contract plans or specifications, or revisions thereto, University may dispute said disapproval within five (5) calendar days. In such event the Parties shall attempt in good faith to resolve differences and arrive at an acceptable set of contract plans and specifications, or revisions thereto. In the event the Parties are not able to arrive at an acceptable set of plans and specifications, or revisions thereto, either Party shall have the right, upon the delivery of thirty (30) days' notice, to terminate this Agreement without cost or penalty, provided that no Work has commenced with respect to construction of the New Pipeline Improvements or Pipeline Relocation Project.

B. University agrees to cause all of the above-described Work to be completed on or before thirty-six (36) months following the date this Agreement is executed (the "Completion Date"), subject to the right to extend the Completion Date by up to twelve (12) months so long as University continues to diligently seek completion of the Work.

2. RIGHT-OF-WAY.

A. The Old Easement Area is located within Block 7304, Lot 001, and the New Easement Area will be located within Block 7304, Lot 001; Block 7347, Lot 001; and Block 7350, Lot 001, as such easement areas are shown on attached Exhibit A. University currently owns these parcels in fee.

B. The actions specified in Section 6 below constitute the "Closing." Following University's completion of construction of the Pipeline Relocation Project and all other requirements hereunder to the reasonable satisfaction of SFPUC and DPW, University will convey to SFPUC exclusive easement rights to the New Easement Area as indicated on attached Exhibit C for the New Pipeline Improvements, along with access, ingress and egress over the University Property to use and maintain the New Pipeline Improvements, together with the title insurance required above, on or before the Completion Date (as the same may be extended by agreement of the parties). Said easement shall be substantially in the form of Exhibit E attached hereto.

C. Following University's completion of the Work, City's acceptance of the Work pursuant to Section 3.C. below, and University's delivery of the easement to the New Easement Area, SFPUC shall transfer all of its interests in the Old Easement Area to University pursuant to two (2) quitclaim deeds substantially in the form of attached Exhibit F and Exhibit G (each, a "Quitclaim Deed" and collectively, the "Quitclaim Deeds"). SFPUC agrees and acknowledges that the Quitclaim Deeds will include only City's right, title and interest in and to the Old Easement Area. Prior to delivering the Quitclaim Deeds, the City shall vacate the Old Easement Area and the Existing Pipelines located therein and will accept a dedication of the New Easement Areas and the New Pipeline Improvements. Notwithstanding the foregoing, the parties acknowledge and agree that the Old Easement Area comprises all of the City's right, title and interest under the 1970 Exchange Easement and only that portion identified as Parcel One under the 1953 Exchange Easement. Except as otherwise expressly set forth herein with respect to the relocation of the Existing Pipelines on the University Property, this Agreement, the Quitclaim Deeds and/or any related documents are not intended to modify, amend or affect any other right, title or interest of City in and to any other property.

D. As to the portion of the Old Easement Area on University Property to be transferred under the Quitclaim Deeds, University accepts SFPUC's transfer of said easement interest in and to the Old Easement Area, including the Existing Pipelines and all other improvements located therein, in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, and subject to all applicable laws, rules and ordinances governing the use of the Old Easement Area. University shall bear all costs and expenses of any kind or nature in connection with its use, abandonment in place, and removal of the Existing Pipelines and pipeline appurtenances in the Old Easement Area. Without limiting the foregoing, this Agreement is made subject to any and all covenants, conditions, restrictions, easements, encumbrances and other title matters affecting the Old Easement Area, whether foreseen or unforeseen, whether such matters are: (i) of record, or (ii) discernible by an accurate inspection or survey. Notwithstanding the above, SFPUC agrees: (1) to make available to University for inspection and copying any and all non-privileged documents, files and information, which to SFPUC's actual knowledge are in SFPUC's possession relating in any way to the Old Easement Area, provided however, SFPUC makes no representation or warranty of any kind as to the accuracy or completeness of any such documents; and (2) to provide University with notice of any pending or threatened claim or suit relating in any way to the Old Easement Area that may affect University, provided that University shall have no recourse against SFPUC for its failure to provide such notice other than the right to obtain copies of all documents in SFPUC's possession relating to such claim or suit.

3. CONSTRUCTION.

A. The Work Plan, Specifications and Contract Documents for the construction of the Pipeline Relocation Project will be prepared in accordance with the California State University requirements for capital outlay and public works construction projects. SFPUC and DPW shall, prior to commencement of the Pipeline Relocation Project, have the right to review and approve University's specifications and construction documents, which approval shall not be unreasonably withheld. SFPUC's and DPW's review, comments, objections and approvals of

such documents shall be in writing and completed within fifteen (15) calendar days in accordance with the terms set forth in paragraph 1.A(iii) above.

B. Prior to commencement of construction, University will prepare or cause to be prepared a preconstruction video survey ("Preconstruction Survey") to document the condition of the Existing Pipelines at the connection points where the New Pipeline Facilities will tie into the remaining portions of the Existing Pipelines, and for the pipeline areas located within 100' upstream and downstream of the connection points. SFPUC shall approve or reasonably disapprove the accuracy of the Preconstruction Survey within 10 business days of receipt of such survey; provided, however, in the event any matters are disapproved, SFPUC shall provide written notice of any disapproved items with a reasonably sufficient description as to the basis for such disapproval. University shall have the right to revise the Preconstruction Survey to address such comments, and City shall reasonably approve or disapprove any revisions or corrections to the Preconstruction Survey within three (3) business days of receipt of any revised or corrected survey. City will be entitled to a copy of University's Preconstruction Survey.

Upon completion of the Work, University will prepare or cause to be prepared a post construction video survey ("Post Construction Survey") to document the condition of the entire alignment of the New Pipeline Improvements, the connection points where the New Pipeline Improvements tie into the Existing Pipelines, and the pipeline areas located within 100' upstream and downstream of the connection points. University shall deliver a copy of the Post Construction Survey to SFPUC promptly following completion of the Work.

C. SFPUC and DPW shall have access to the construction site and the right to inspect the work performed by University and its contractors and agents in connection with relocating the Existing Pipeline and constructing the New Pipeline Improvements and Pipeline Relocation Project contemplated herein. Upon substantial completion of the Work, University shall deliver to SFPUC and DPW (i) the Post Construction Survey, and (ii) as-built plans for the New Pipeline Improvements, as described in Section 3.I. below. Within five (5) business days after delivery of such documentation and City's receipt of written notification by the University of substantial completion of the Work, SFPUC and DPW, respectively, shall inspect such Work. If it is determined that the Work has been performed substantially in accordance with the construction Plans and Specifications approved by SFPUC and DPW in accordance with the terms set forth in paragraphs 1.A(iii) and 3.A, above, and the New Pipeline Improvements have operated continuously for a period of at least 7 consecutive days without damage, leaks or failures (the "Testing Period"), SFPUC and DPW, respectively shall accept such Work, subject to any warranty obligations and provided such acceptance shall not constitute a waiver of defects by City. If, after inspection by SFPUC and/or DPW, it is determined that the Work has not been so performed or the New Pipeline Improvements do not perform according to the standards set forth in the Plans and Specifications, SFPUC or DPW, as applicable, shall notify University of any claimed deficiency within five (5) business days of said inspection. University shall have the right to dispute claimed deficiencies within five (5) business days of notification and the Parties agree to make good faith efforts to resolve such dispute within five (5) subsequent business days. Thereafter, University will investigate and correct any deficient Work prior to SFPUC's and DPW's acceptance. During construction of the Pipeline Relocation Project and continuing through until SFPUC's and DPW's acceptance of the New Pipeline Improvements and the Closing contemplated hereunder, University shall: (i) not disturb the Existing Pipelines (except for connecting the New Pipeline Improvements to the Existing Pipelines), (ii) maintain the New Easement Area in good and safe order and condition, and (iii) keep the Old Easement Area and the New Easement Area free and clear of any liens or claims of lien.

D. During construction of the Pipeline Relocation Project, University's contractor shall be permitted access to the Old Easement Area subject to the provisions of this Agreement, any existing title encumbrances, and any conditions set forth in the approved plans and specifications for the pipeline relocation work.

E. Any changes to the approved Plans and Specifications for the Pipeline Relocation Work shall be subject to SFPUC's and DPW's prior written approval, respectively, which approval shall not be unreasonably withheld or delayed.

F. In the event that SFPUC wishes to either alter the New Pipeline Improvements or construct new facilities within the New Easement Area during the term of this Agreement, SFPUC agrees, prior to commencing such work, to notify University and to coordinate with University to ensure that any such alteration or construction is carried out in a manner mutually acceptable to University and SFPUC and in a manner that is consistent with (i) the construction and operational requirements for the Pipeline Relocation Project and (ii) the easement for the New Easement Area.

G. SFPUC's and DPW's right to access, inspect, and approve changes and work shall not relieve University or its contractors from any liability for negligence, errors or omissions associated with the design and construction of the New Pipeline Improvements or any Work related to the Pipeline Relocation Project.

H. University will work closely with SFPUC and DPW personnel to minimize and avoid any potential problem or interruption in sewer services. University will provide City with a minimum of 30 days notice prior to the date to be scheduled by City for the connection of the New Pipeline Improvements to the remaining Existing Pipelines. City shall, in its sole discretion, determine the exact date of connection of the New Pipeline Improvements to the remaining Existing Pipelines, and shall promptly inform University of the connection date. University shall perform all Work required hereunder in accordance with all applicable laws, rules, regulations, orders, statutes, and the like.

I. Promptly upon completion of construction of the New Pipeline Improvements, University shall furnish SFPUC and DPW, as-built plans of the New Pipeline Improvements in the latest edition of AutoCAD and mylar format, and any reports required by the Plans and Specifications.

4. MAINTENANCE AND ACCEPTANCE.

Upon the satisfactory completion of the Pipeline Relocation Project, as determined by SFPUC and DPW pursuant to Section 3.C above, in their sole and absolute respective discretion, which may not be unreasonably withheld, City shall accept ownership and dedication and shall maintain, at its own expense, the New Pipeline Improvements subject to University's liability and warranty obligations as set forth in this Agreement, and subject to any terms and conditions of acceptance of dedication set forth in any authorizing legislation adopted by City's Board of Supervisors. University shall guarantee all Work performed by University or its contractor on the New Pipeline Improvements and Pipeline Relocation Project to be free from faulty materials and workmanship for a period of three (3) years from the date of acceptance by SFPUC and DPW ("Warranty Period").

During the Warranty Period, University shall, as necessary, and upon receipt of a request in writing from the Director of DPW or the General Manager of SFPUC that the work be done, correct, repair or replace, or cause to be corrected, repaired or replaced any defects related to faulty materials and workmanship in the New Pipeline Improvements at its own expense. During the Warranty Period, University or its contractor shall act within five (5) days of said notice from City to make such corrections, repair or replacement, or to provide written documentation of the proposed initiation date for such warranty work. In the event a defect in materials and workmanship gives rise to an emergency condition affecting public health or safety, the City shall provide notice by telephone or electronic mail to the University pursuant to the contact information set forth in Section 9 below, and may immediately make such correction, repair or replacement or otherwise perform the necessary work to stabilize the emergent

condition. University shall reimburse City for the actual cost of such emergency repairs and further shall within the stated five (5) day notice period undertake or cause its contractor to undertake such Warranty Work as may be required to effect permanent repairs to the Pipeline Improvements. During the Warranty Period, if any problems arise with respect to the quality of the Work, University agrees to require its contractor to honor its warranty obligations related to the correction, repair or replacement of such Work. Upon the request of the Director of DPW or the General Manager of SFPUC, University further agrees to take all actions necessary to enforce their warranty obligations against their contractor.

5. CONDITIONS PRECEDENT TO CLOSING.

A. The following are conditions precedent to City's obligation to accept the New Pipeline Improvements (collectively, "Conditions Precedent"):

- i. First American Title Insurance Company ("Title Company") shall be committed at the Closing to issue to City a CLTA owner's policy of title insurance (the "Title Policy") in the amount not less than \$260,000.00, insuring title and priority to the New Pipeline Improvements vested in City free of all exceptions, liens and encumbrances except only the Permitted Title Exceptions. The Title Policy shall contain such special endorsements as City may reasonably request.
- ii. City's receipt of written approval or consents by any ground lessor or other party whose approval is required to encumber the New Easement Area or to convey to City the New Pipeline Improvements.
- iii. The transactions contemplated herein shall have been approved by all applicable City departments and agencies, including, without limitation, the Public Utilities Commission, in their respective sole discretion, not later than thirty (30) days after University executes and delivers this Agreement to City.
- iv. The City's Mayor and the Board of Supervisors, each in their respective sole and absolute discretion, shall have enacted a resolution or ordinance approving, adopting and authorizing this Agreement and the transactions contemplated herein, not later than ninety (90) days after University executes and delivers this Agreement to City.
- v. University shall have adopted a resolution, or taken any action necessary to approve and authorize this Agreement, the execution and delivery of the New Pipeline Improvements, the acceptance of the Quitclaim Deeds, and the transactions contemplated herein, prior to Closing
- vi. University shall have delivered the items described in Section 6.C. below on or before the Closing.

The Conditions Precedent contained in the foregoing subsections (i) through (vi) are solely for the benefit of City. If any Condition Precedent is not satisfied, City shall have the right in its sole discretion either to waive in writing the Condition Precedent in question and proceed with the work (provided that the Conditions Precedent described in items (iii) and (iv) above may not be waived except insofar as City elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Condition Precedent shall not relieve University of any liability or obligation with respect to any representation, warranty, covenant or agreement of University. In addition, the Closing Date may be extended, at City's option, for a reasonable period of time specified by City, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if all such Conditions Precedent have not been satisfied.

If the transactions contemplated herein are not consummated because of a default under this Agreement on the part of University or if a Condition Precedent cannot be fulfilled because University frustrated such fulfillment by some affirmative act or negligent omission, City may, at its sole election, either (1) terminate this Agreement by delivery of notice of termination to University, whereupon neither party shall have any further rights or obligations hereunder, or (2) continue this Agreement pending City's action for specific performance and/or damages hereunder.

B. University shall cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Conditions Precedent including, without limitation, execution of any documents, applications or permits.

6. ESCROW AND CLOSING.

A. **Opening of Escrow; Instructions.** Promptly following the Effective Date (as defined in Section 6.B. below), the parties shall open escrow by depositing an executed counterpart of this Agreement with Title Company, and this Agreement shall serve as instructions to Title Company as the escrow holder for consummation of the transaction contemplated hereby. University and City agree to execute such additional or supplementary instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions, the terms of this Agreement shall control.

B. **Effective Date; Closing Date.** At City's sole option, all deliveries required under Sections 1, 2 and 6 shall be made through an escrow established by City with Title Company. If City elects to use Title Company as an escrow agent, the consummation of the transaction contemplated hereby (the "Closing") 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 Title Company located at 100 Spear Street, Suite 1600, San Francisco, California 94105, Attn: Linda Rae Paul, within ninety (90) days following the approval date of this Agreement by: (i) the City's Public Utilities Commission, Board of Supervisors and Mayor, each in their respective sole and absolute discretion, and (ii) University, in its respective sole and absolute discretion, and the full execution and delivery of the Agreement by the parties (the "Effective Date"), or on such earlier or later date as City and University may mutually agree in writing (the "Closing Date"). The Closing Date may not be extended without the prior written approval of both University and City, except as otherwise expressly provided in this Agreement. In the event the Closing does not occur on or before the Closing Date, Title Company shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items that may have been deposited hereunder. Any such return shall not, however, limit the provisions hereof or otherwise relieve either party hereto of any liability it may have for its wrongful failure to close.

C. **University's Delivery of Documents.** At or before the Closing, University shall deliver to City, through escrow, the following:

- i. A duly executed and acknowledged Easement Deed, together with a Certificate of Acceptance executed by the City's Director of Property;
- ii. Such resolutions, authorizations, or other documents or agreements relating to University as City or the Title Company may reasonably require to demonstrate the authority of University to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of University to act for and bind University; and

iii. A closing statement in form and content satisfactory to City and University.

D. **City's Delivery of Documents.** At or before the Closing or such other later date as may be specified below, City shall deliver to University, through escrow, the following:

- i. Within sixty (60) days following completion of the New Pipeline Improvements and approved operation of the Pipeline Relocation Project, a duly executed and acknowledged original of both Quitclaim Deeds executed by the City's Director of Property;
- ii. Such funds for any closing costs for which City is responsible under this Agreement;
- iii. Such resolutions, authorizations, or other documents or agreements relating to City as University or the Title Company may reasonably require to demonstrate the authority of City to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of City to act for and bind City; and
- iv. A closing statement in form and content satisfactory to City and University.

7. PAYMENT OF COSTS

A. The Parties acknowledge that the City will incur staff time and costs relating to design, construction review and inspection, review of submittals, pipeline shutdown, pipeline preparation and testing, the vacation and dedication process, real estate and City Attorney services, and other necessary administrative work regarding this Pipeline Relocation Project. The parties agree that the City's costs in relation to the above will be offset in their entirety by City's obligation to the University in connection with relocation costs for portions of the Existing Pipeline covered under the 1970 Exchange Deed. Upon acceptance of the Pipeline Relocation Project pursuant to 3.C above, the City's financial obligations under the 1970 Exchange Deed shall be deemed satisfied in full.

B. Except as provided in Section 7.A. above, University shall be responsible for any and all costs related to the design and construction of the Pipeline Relocation Project, including without limitation, any permit or other fees charged by City's Planning Department.

8. INDEMNIFICATION.

University agrees to indemnify, defend and save harmless City, its directors, officers, agents, employees or contractors from any and all claims, damages and losses arising out of, resulting from, or relating to: (1) any failure of University to perform or observe its obligations under this Agreement; (2) any damage or injury occurring by reason of any action or omission by University, its directors, officers, agents, employees, contractors or consultants in connection with the Work to be performed under this Agreement; (3) any damage or injury occurring by reason of any action or omission by University, its directors, officers, agents, employees, contractors or consultants in connection with disconnecting, capping, abandoning in place, and/or removing the portions of the Existing Pipelines located on the University Property within the Old Easement Area; and (4) any claim of damage or loss by any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Agreement. The obligations of this paragraph shall exclude any claims, damages or losses arising from or attributable to the negligence or willful misconduct of City, its directors, officers, agents, employees or contractors.

9. NOTICES.

Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it certified mail with a return receipt requested, or by a nationally-recognized overnight courier that guarantees next day delivery and provides a receipt, with postage prepaid, addressed as follows (or such alternative address as may be provided in writing):

City: Public Utilities Commission
Real Estate Services
1145 Market Street, 7th Floor
San Francisco, California 94103
Attn.: Mr. Gary Dowd

and Department of Public Works

San Francisco, California 94____
Attn.: _____

With a copy to: Office of the City Attorney
1 Dr. Carlton B. Goodlett
City Hall, Room 234
San Francisco, California 94102
Attn: Real Estate Transaction Team

University: San Francisco State University
Capital Planning Design and Construction
Attn: Simon Lam, Associate Vice President
1600 Holloway Ave.
San Francisco, CA 94132
Telephone No.: 415-338-1698
E-Mail: slam@sfsu.edu

With a copy to: San Francisco State University
Procurement and Contracts
Attn: Stephen C. Smith, Director
1600 Holloway Ave.
San Francisco, CA 94132
Telephone No.: 415-338-3879
E-Mail: scsmith@sfsu.edu

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by certified mail or overnight courier, return receipt requested, or upon the date personal delivery is made.

10. RELEASE.

A. As part of University's agreement to accept the Old Easement Area and any facilities located therein in its "As Is" condition as provided above, and without limiting such agreement, University on behalf of itself and its officers, employees, agents, successors and assigns, waives its right to recover from, and forever releases, discharges and indemnifies City and its agents and employees, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with

the physical or environmental condition of the Old Easement Area and any related improvements or any laws or regulation applicable thereto or the suitability of the Old Easement Area for University's intended use. To the extent University does not remove the abandoned portions of the Existing Pipeline improvements located within the Old Easement Area, University acknowledges and agrees to indemnify City for any and all claims, losses or damages of other parties related to damage or injury caused by or related to such abandoned facilities.

B. In connection with the foregoing release, University agrees to waive the application of Section 1542 of the California Civil Code which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

University acknowledges that the release contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims, except as expressly provided otherwise herein. The releases contained herein shall survive any termination of this Agreement.

11. HAZARDOUS MATERIALS.

University shall assume full responsibility and indemnify, reimburse, defend and hold City harmless from and against any and all losses resulting from the existence of any hazardous or toxic material in, on or under the New Easement Area at the time of conveyance to City, including, without limitation, incremental costs to the City resulting from the City's subsequent work in the New Easement Area. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

12. MACBRIDE PRINCIPLES – NORTHERN IRELAND.

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

13. TROPICAL HARDWOODS AND VIRGIN REDWOODS.

The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood, or virgin redwood product.

14. PROHIBITED CONTRIBUTIONS TO CITY.

Through execution of this Agreement, University acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that

individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. University acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. University further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of University' board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in University; any subcontractor listed in the contract; and any committee that is sponsored or controlled by University. Additionally, University acknowledges that University must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. University further agrees to provide to City the names of each person, entity or committee described above.

15. 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 University, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to University, its successors and assigns, or for any obligation of City under this Agreement.

16. CONFLICT OF INTEREST.

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

17. AUTHORIZATION TO COMPLETE PROPERTY TRANSFERS.

By authorizing the execution, delivery and performance of this Agreement, the Public Utilities Commission and the City's Board of Supervisors also authorize the Director of Property to execute and deliver the deeds to transfer the property interests described herein and to order the vacation of the Old Easement Area and accept the dedication of the New Easement Area and the New Pipeline Improvements upon satisfaction of all conditions and in accordance with the terms of this Agreement.

18. NON-DISCRIMINATION IN CITY CONTRACTS AND BENEFITS ORDINANCE.

(a) **Covenant Not to Discriminate.** In the performance of this Agreement, University agrees not to discriminate against any employee of, any City employee working with University, or applicant for employment with University, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Other Subcontracts.** University shall include in all subcontracts relating to the Pipeline Relocation Project Area a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, University shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. University's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** University does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

19. DISCLOSURE.

University 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. University hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Agreement.

20. GENERAL PROVISIONS.

(a) This Agreement may be amended or modified only by a writing signed by City and University. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Agreement. (d) This Agreement (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence in all matters relating to this Agreement. (g) This Agreement shall be governed by California law and the City's Charter. (h) If either party commences an action against the other or a dispute arises under this Agreement, each party shall be responsible for its own attorney's fees and costs. (i) University may not record this Agreement or any memorandum hereof. (j) Neither party shall assign or transfer its rights or obligation under this Agreement without the other party's consent. Notwithstanding this prohibition, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Notwithstanding anything to the contrary contained in this Agreement, University acknowledges and agrees that no officer or employee of City has authority to commit City to this Agreement unless resolutions of City's Public Utilities Commission and Board of Supervisors, with the Mayor's approval, shall have been duly adopted approving this Agreement and authorizing the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon enactment of such resolutions, and this Agreement shall be null and void if City's Public Utilities Commission and Board of Supervisors do not approve this Agreement, in their respective sole discretion. (l) This Agreement does not create a partnership

or joint venture between City and University as to any activity conducted by University on, on or relating to the property which is the subject of this Agreement. (m) City and University agree to act in good faith and reasonably in all matters relating to the relocation of the Existing Pipeline, construction and installation of the New Pipeline Improvements, and completion of the Pipeline Relocation Project; (n) University does hereby covenant and warrant that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of University are authorized to do so. Upon City's request, University shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY AND COUNTY OF
SAN FRANCISCO, a municipal
corporation, acting by and through its
PUBLIC UTILITIES COMMISSION

TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY, acting by and through its
SAN FRANCISCO STATE UNIVERSITY,
acting in a higher education capacity through
its duly appointed and acting office

By: _____
General Manager,
Public Utilities Commission

By: _____
Name: _____
Title: _____
Date: _____

Approved:

SFPUC Resolution No. _____

Dated: _____

Board Resolution No. _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney


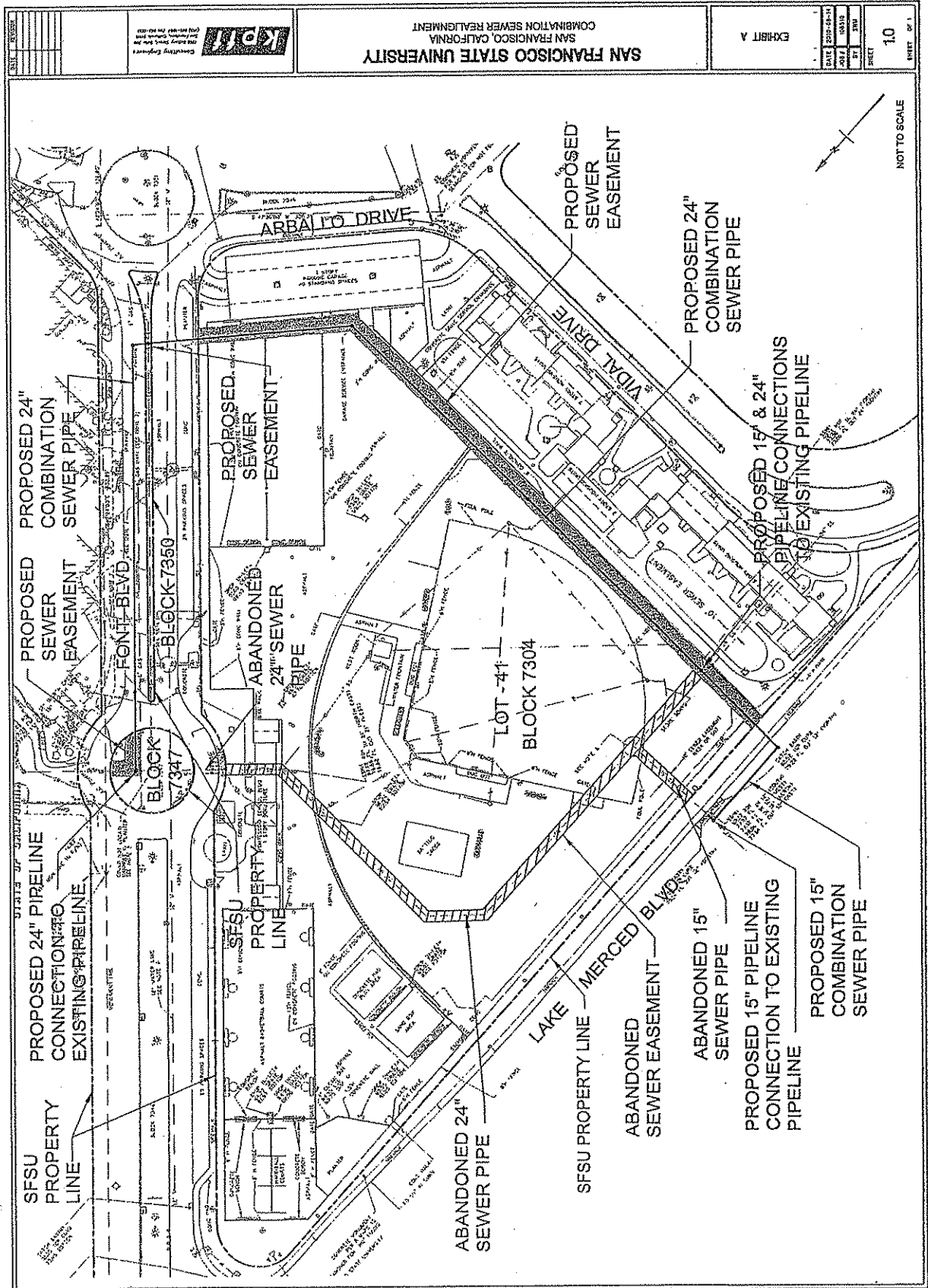
By: 
Hazel M. Brandt
Deputy City Attorney

EXHIBIT A

Easement Relocation Diagram

[attached]

Exhibit A



SAN FRANCISCO STATE UNIVERSITY
SAN FRANCISCO, CALIFORNIA
COMBINATION SEWER REALIGNMENT

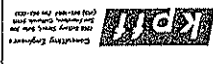


EXHIBIT A

DATE	BY	REVISION

DRAWN BY:
CHECKED BY:
PROJECT:
SHEET OF 1

EXHIBIT B

**Legal Description
of Old Easement Area**

[attached]

(Easement abandonment)

EXHIBIT "B"

Abandonment of 10' Sewer Easement

The abandonment of an easement 10 feet in width for sewer purposes in, under and along the following described property situate in the City and County of San Francisco, State of California, being all of that certain 10 foot wide sewer easement described in deed to the City and County of San Francisco, a municipal corporation, filed for record June 25, 1970 in Book B434 of Official Records, at Page 507 in the Office of the Recorder of the City and County of San Francisco, being more particularly described as follows:

Beginning at a point on the easterly line of Lake Merced Boulevard distant thereon 372.78 feet northerly from the northerly terminus of that certain course entitled, "North 00°00'00" West, 1181.350 feet" according to "Record of Survey Map of Parkmerced, San Francisco, Calif." Recorded August 21, 1951 in Map Book "R" at Pages 15 to 19, inclusive, in the Office of the Recorder of the City and County of San Francisco, State of California, and thence running northerly along said line of Lake Merced Boulevard 10.00 feet; thence at a right angle easterly 67.50 feet to the westerly line of that certain 10 foot sewer easement shown on said map; thence at a right angle southerly along said westerly line 10.00 feet; thence at a right angle westerly 67.50 feet to the point of beginning.

Further Abandoning, a portion of the 10 foot wide sewer easement over Block 7304 as shown on that certain map entitled "Record of Survey Map of Parkmerced" filed for record August 21, 1951 in Map Book "R" at Page 15 in the Office of the San Francisco City and County Recorder, more particularly described as follows:

Commencing at the most southerly terminus of said sewer easement, said southerly terminus being further described as the southerly terminus of that certain course shown as South 0°00'10" East, 459.917 feet on said map; thence from said point of commencement, along the centerline of said sewer easement, North 0°00'10" West, 150.39 feet to the True Point of Beginning; thence, abandoning all of that portion of said sewer easement lying northerly of said True Point of Beginning, the centerline of said abandoned easement following the next 4 courses and distances: North 0°00'10" West, 309.53 feet to an angle point as shown on said map; thence North 46°17'55" East, 55.71 feet to an angle point as shown on said map; thence South 87°24' East, 195.46 feet to an angle point as shown on said map; thence North 47°36' East, 50.58 feet to the most northerly terminus of said sewer easement, said terminus being the terminus of this description.



EXHIBIT " R "

Abandonment of 10' Sewer Easement
(1970 Deed)

The abandonment of an easement 10 feet in width for sewer purposes in, under and along the following described property situate in the City and County of San Francisco, State of California, being all of that certain 10 foot wide sewer easement described in deed to the City and County of San Francisco, a municipal corporation, filed for record June 25, 1970 in Book B434 of Official Records, at Page 507 in the Office of the Recorder of the City and County of San Francisco, being more particularly described as follows:

Beginning at a point on the easterly line of Lake Merced Boulevard distant thereon 372.78 feet northerly from the northerly terminus of that certain course entitled, "North 00°00'00" West, 1181,350 feet" according to "Record of Survey Map of Parkmerced, San Francisco, Calif." Recorded August 21, 1951 in Map Book "R" at Pages 15 to 19, inclusive, in the Office of the Recorder of the City and County of San Francisco, State of California, and thence running northerly along said line of Lake Merced Boulevard 10.00 feet; thence at a right angle easterly 67.50 feet to the westerly line of that certain 10 foot sewer easement shown on said map; thence at a right angle southerly along said westerly line 10.00 feet; thence at a right angle westerly 67.50 feet to the point of beginning.



EXHIBIT "B "

Abandonment of 10' Sewer Easement
(Portion of Block 7304)

The abandonment of a portion of the 10 foot wide sewer easement over Block 7304 as shown on that certain map entitled "Record of Survey Map of Parkmerced" filed for record August 21, 1951 in Map Book "R" at Page 15 in the Office of the San Francisco City and County Recorder, more particularly described as follows:

Commencing at the most southerly terminus of said sewer easement, said southerly terminus being further described as the southerly terminus of that certain course shown as South $0^{\circ}00'10''$ East, 459.917 feet on said map; thence from said point of commencement, along the centerline of said sewer easement, North $0^{\circ}00'10''$ West, 150.39 feet to the True Point of Beginning; thence, abandoning all of that portion of said sewer easement lying northerly of said True Point of Beginning, the centerline of said abandoned easement following the next 4 courses and distances: North $0^{\circ}00'10''$ West, 309.53 feet to an angle point as shown on said map; thence North $46^{\circ}17'55''$ East, 55.71 feet to an angle point as shown on said map; thence South $87^{\circ}24'$ East, 195.48 feet to an angle point as shown on said map; thence North $47^{\circ}36'$ East, 50.98 feet to the most northerly terminus of said sewer easement, said terminus being the terminus of this description.

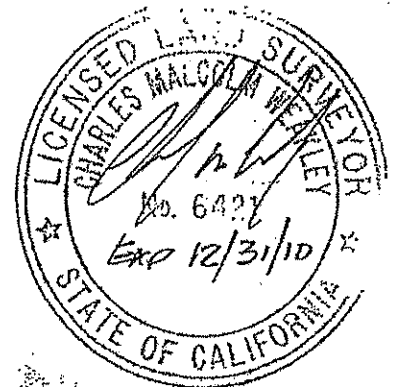


EXHIBIT C

**Depiction and Legal Description
of New Easement Area**

EXHIBIT "C"
Legal Description

An easement 15 feet in width for a sanitary sewer line and all purposes incidental thereto, situate in the City and County of San Francisco, State of California, and being a portion of Block 7304 as shown on that certain map entitled "Record of Survey Map of Parkmerced" filed for record August 21, 1951 in Map Book "R" at Page 15 in the Office of the San Francisco City and County Recorder, more particularly described as follows:

Commencing at a concrete monument on the monument line of Font Boulevard, said monument located approximately 96 feet southerly of the monument line of Tapia Drive, all as shown on said Map of Parkmerced; thence North $66^{\circ}36'52''$ West, 223.09 feet to a point on the southwest line of Font Boulevard, said point being further described as the point of beginning of this description; thence departing said southwesterly line and lying 5.0 feet northerly and 10.0 feet southerly of the following described line: South $43^{\circ}10'14''$ West, 146.67 feet; thence North $87^{\circ}37'34''$ West, 535.58 feet, more or less to a point on the easterly line of Lake Merced Boulevard and the terminus of this described line, the sidelines of said 15 foot wide strip to be lengthened or shortened to terminate at the southwesterly line of Font Boulevard and the easterly line of Lake Merced Boulevard.

Together With, an easement for a sanitary sewer line and all purposes incidental thereto, situate in the City and County of San Francisco, State of California, and being a portion of Block 7350 as shown on said Map of Parkmerced, more particularly described as follows:

Commencing at the concrete monument referenced herein above; thence North $55^{\circ}32'46''$ West, 202.25 feet to a point on the southwesterly line of Block 7350, said point being further described as the point of beginning of this description; thence along said southwesterly line North $42^{\circ}24'00''$ West, 15.04 feet; thence departing said southwesterly line North $43^{\circ}10'14''$ East, 4.01 feet, more or less, to the northeasterly line of Block 7350; thence along said northeasterly line South $42^{\circ}24'00''$ East, 12.26 feet to the beginning of a curve concave northeasterly having a radius of 123.00 feet; thence continuing along said northeasterly line and southeasterly along the arc of said curve 2.78 feet through a central angle of $1^{\circ}17'38''$; thence departing said northeasterly line South $43^{\circ}10'14''$ West, 4.06 feet to the point of beginning.

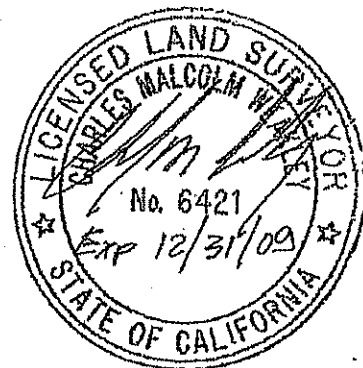
Together With, an easement 15' in width for a combination storm and sanitary sewer line and all purposes incidental thereto, situate in the City and County of San Francisco, State of California, and being a portion of Block 7347 as shown on said Map of Parkmerced, the southwesterly and northwesterly line of said easement being more particularly described as follows:

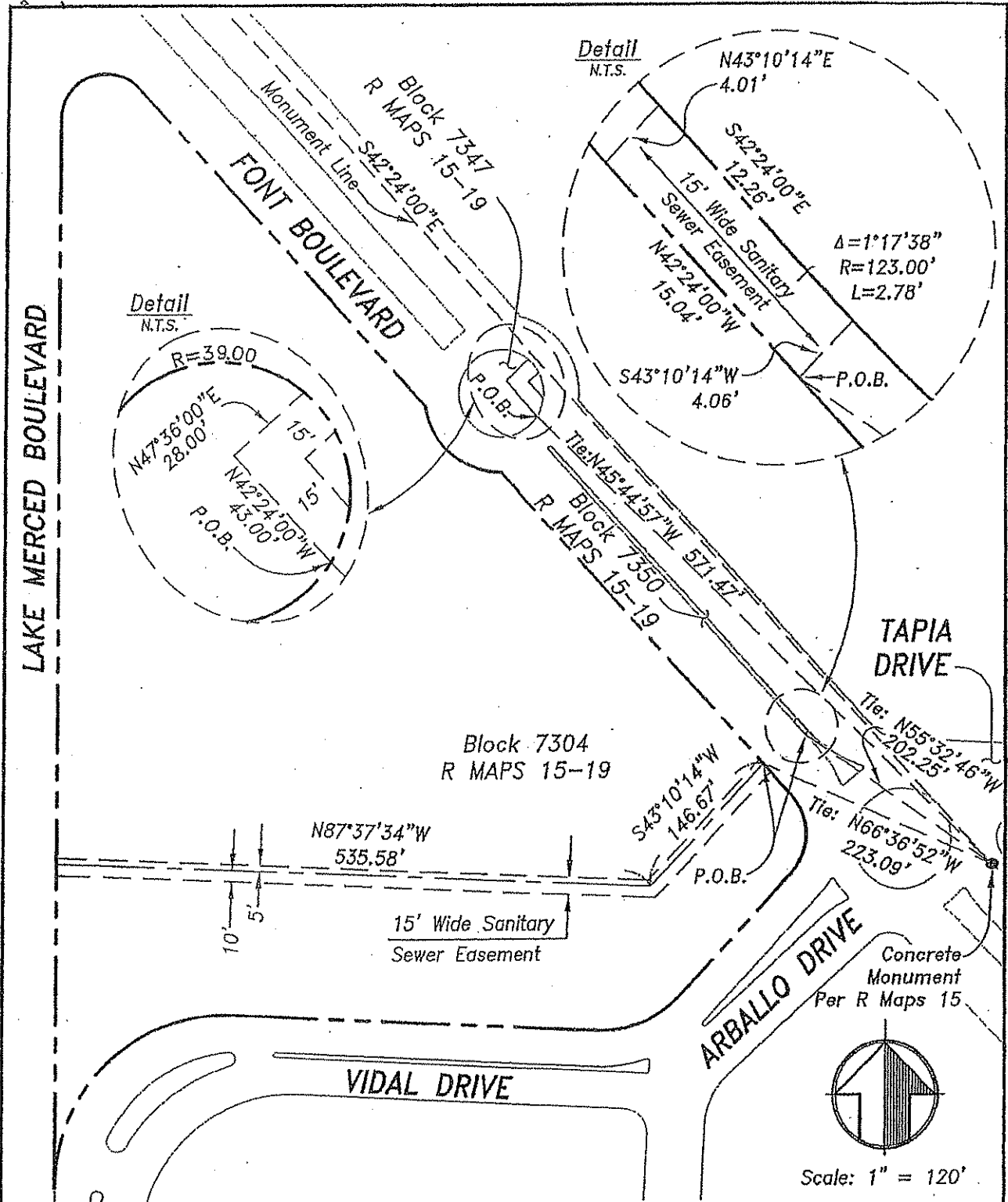
Commencing at the concrete monument referenced herein above; thence North $45^{\circ}44'57''$

West, 571.47 feet to a point on the exterior boundary of said Block 7347, said point being further described as the point of beginning of this description; thence North 42°24'00" West, 43.00 feet; thence North 47°36'00" East, 28.00 feet to a point on the exterior boundary of said Block 7347; said point being the terminus of this description, the easterly lines of said 15 foot wide strip to be lengthened or shortened to terminate at the exterior boundary of said Block 7347.

The Basis of Bearings for this description is the Monument Line of Font Boulevard as shown on Map Book "R" at Pages 15 to 19, said bearing taken as North 42°24'00" West.

See attached plat by reference made a part hereof.





Land Surveying • Mapping • Planning

1505 W. Texas Street
Fairfield, CA 94599
PH (707) 426-8234
FAX (707) 426-1989

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR STORM AND SANITARY SEWER EASEMENTS, BEING PORTIONS OF BLOCKS 7304, 7347, & 7350, R MAPS 15 SAN FRANCISCO CITY & COUNTY

Approved		
Drawn	CMW	Scale 1" = 120'
Date	07.01.09	Sheet No. 3
Proj. No.	508061	of 3

EXHIBIT D

Plans and Specifications

San Francisco State University PHASE 1A UTILITIES - 100% CONSTRUCTION DOCUMENTS, dated JULY 26, 2010, Job # 108510, consisting of Sheets/Drawings: C0.1, C0.2, C1.1, C1.2, C2.1, C2.2, C3.1, C4.1, C4.2, C4.3, and prepared by KPFF Consulting Engineers. Said Plans and Specifications were signed and stamped and submitted to Cliff Wong at the City and County of San Francisco's DPW Hydraulics Division on July 29, 2010.

EXHIBIT E

TLR No. 2010-01

RECORDING REQUESTED BY:
The Trustees of The California State University

WHEN RECORDED MAIL TO:
The California State University
401 Golden Shore
Long Beach, California 90802-4210
Attention: Land Records, CPDC

NO FEE FOR GOV'T. AGENCY PER G.C. 27383

- SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF EASEMENT

This Agreement and Grant of Easement ("Easement Deed") is entered into by and between the Trustees of The California State University, hereinafter called Trustees, and the City of San Francisco, hereinafter called Grantee.

Trustees, pursuant to the provisions of Section 89048 of the California Education Code, and in consideration of the mutual promises contained herein and the public benefit provided, and for a valuable consideration, receipt of which is hereby acknowledged, hereby grant unto Grantee, its successors and assigns, an exclusive easement to construct, install, maintain, repair, or replace from time to time, one or more underground sewer pipelines and related appurtenances and appliances, in, on, over, under and across that certain real property in the City of San Francisco, County of San Francisco, State of California, described, shown and delineated on Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement Area"), along with non-exclusive rights of access, ingress and egress over the adjacent property of Trustees for purposes of use, installation, maintenance and repair of any facilities now or hereafter located within the Easement Area (collectively, the "Easement").

Trustees convey this Easement Deed and Grantee accepts the same subject to the following conditions and covenants:

1. This Easement Deed is subject to existing contracts, leases, licenses, easements and encumbrances of record as of the date hereof, which affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee will own the sewer pipeline facilities and related appurtenances and appliances, if any, installed in the Easement Area, and will bear all responsibility to operate, maintain and repair the same including costs, materials, labor and insurance, subject to any warranty obligations of Trustees and except to the extent any damage or cost is caused or necessitated by Trustees, its officers, employees, agents, contractors, or invitees, in which case Trustees shall pay such costs and repair said damage.
3. Trustees and Grantee shall conduct all of their respective activities on the Easement Area in a manner such that the Easement Area remains in a good, safe, sanitary and blight-free condition.
4. Grantee shall, upon completion of any alteration, construction or maintenance activity by Grantee on the Easement Area, restore the surface grade of the Easement Area to a safe, operable condition.

5. Grantee further covenants that, prior to commencing any maintenance or repair activities in the Easement Area, it will provide Trustees with at least thirty (30) days prior written notice (except in the case of an emergency where Grantee may provide reasonable advance notice) and cooperate and coordinate such activities with Trustees. Grantee further covenants to use its reasonable efforts to: (i) maintain for Trustees, its agents and licensees, access, including ingress and egress, to and from Trustees' facilities in and adjoining said Easement Area; (ii) to complete all maintenance or repair activities in the Easement Area in an expeditious and diligent manner; and (iii) minimize disruption to Trustees' use. Grantee shall not be liable in any manner, and Trustees hereby waive any claims for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Grantee's entry onto or use of the Easement Area, except to the extent resulting directly from the negligence or willful misconduct of Grantee or its agents.

6. Grantee further covenants that, in the event that Grantee constructs additional pipelines and related appurtenances and appliances in the Easement Area at some point in the future, it will provide Trustees with at least one hundred twenty (120) days prior written notice and cooperate and coordinate such construction with Trustees. Grantee further covenants to use its reasonable efforts to: (i) maintain for Trustees, its agents and licensees, access, including ingress and egress, to and from Trustees' facilities in and adjoining said Easement Area, and (ii) to complete all construction activities in the Easement Area in an expeditious and diligent manner. Grantee shall perform any such construction at its sole cost.

7. Trustees reserve the right to make use of the Easement Area for any purposes not inconsistent with the above grant of Easement. Notwithstanding the foregoing, Trustees agree that no trees shall be planted and that no structures of any kind or character will be placed on, over, along and/or across the Easement Area without the prior written consent of Grantee, except as set forth in Paragraph 8 below.

8. Trustees reserve the right to construct and maintain over and across, but not along, the Easement Area the following: fences, roads, streets, sidewalks, trails, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines, landscaping, together with the right of free ingress to and egress from said Easement Area for the purpose of maintaining, repairing and renewing such structures, facilities, landscaping or improvements; provided, however, that the locations and grades of such facilities, landscaping or improvements shall first be approved by the Grantee in writing; provided further that Trustees shall not use the Easement Area or permit the same to be used, for any purpose or in any manner which will interfere with, damage or endanger any pipes, pipelines, conduits, connections, appurtenances or appliances owned by Grantee. The ground surface of all fills placed on the Easement Area by Trustees shall not be less than three (3) feet and shall not exceed five (5) feet above the top of Grantee's pipes, pipelines, conduits, connections, appurtenances or appliances, unless otherwise agreed to in writing by Trustees and Grantee. If Trustees construct fences around the Easement Area, then Trustees shall install gates in such fence crossing to permit passage of trucks and other equipment.

9. Trustees shall not cause or permit the dumping or other disposal or release on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment. Trustees shall, at all times and at its sole cost, maintain the Easement Area in a good, clean, safe, and secure condition.

10. All of Grantee's pipes and conduits shall be laid, wherever the grade of the land will permit, below the surface of the ground to a minimum depth of 18 inches. Pipeline appurtenances and protection for such appurtenances may be constructed above the surface of the ground provided said appurtenances do not unreasonably interfere with Trustee' operations or facilities and are subject to Grantor's prior reasonable review and approval.

11.

The conditions and covenants contained herein shall "run with the land," burden the Easement Area and be binding upon Trustees and Grantee, and their respective agents, successors and assigns.

Date _____

APPROVAL RECOMMENDED:

By _____
Stephen C. Smith
Director, Procurement and Contracts
San Francisco State University

ACCEPTED:

APPROVED: TRUSTEES OF THE
CALIFORNIA STATE UNIVERSITY

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation

By _____
Elvyra F. San Juan
Assistant Vice Chancellor
Capital Planning, Design & Construction

By: _____
Amy L. Brown
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Hazel M. Brandt
Deputy City Attorney

DESCRIPTION CHECKED:

By: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Easement Deed, dated _____, 20____, to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Amy L. Brown
Director of Property

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT F

Quitclaim Deed for 1970 Exchange Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

MAIL TAX STATEMENTS TO:

The undersigned grantee hereby declares this instrument
to be exempt from Recording Fees(Govt. Code § 27383)

Documentary Transfer Tax:
None - Exempt pursuant to Govt. Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its PUBLIC UTILITIES COMMISSION ("Grantor") does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, acting by and through its SAN FRANCISCO STATE UNIVERSITY, acting in a higher education capacity through its duly appointed and acting office ("Grantee"), without representation or warranty of any kind or nature, the following:

Any and all right, title and interest Grantor may have in and to only those certain portions of Block 7304, Lot 001 situate in the City and County of San Francisco, State of California, as evidenced and described in that certain Exchange Deed executed and recorded on June 25, 1970 in Book 434 at Page 507, in the Official Records of the County of San Francisco, and as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Quitclaimed Easement Area"), including but not limited to all of Grantor's interest in and to portions of that certain fifteen-inch (15") sewer pipeline any other improvements in said Quitclaimed Easement Area and all appurtenances thereto.

Except as provided herein with respect to the Quitclaimed Easement Area, this deed is not intended to quitclaim or release any other interest of Grantor in Grantee's real property.

[SIGNATURE FOLLOWS ON NEXT PAGE]

Dated this _____ day of _____, 20__.

GRANTOR:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
AMY L. BROWN
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Hazel M. Brandt
Deputy City Attorney

DESCRIPTION CHECKED:

By: _____

EXHIBIT A
to Agreement and Grant of Easement

Description of the Easement Area

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
to Quitclaim Deed for 1970 Exchange Deed

Description of Quitclaimed Easement Area

EXHIBIT G

Quitclaim Deed for Parcel One Under 1953 Exchange Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

MAIL TAX STATEMENTS TO:

The undersigned grantee hereby declares this instrument
to be exempt from Recording Fees(Govt. Code § 27383)

Documentary Transfer Tax:
None - Exempt pursuant to Govt. Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its PUBLIC UTILITIES COMMISSION ("Grantor") does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, acting by and through its SAN FRANCISCO STATE UNIVERSITY, acting in a higher education capacity through its duly appointed and acting office ("Grantee"), without representation or warranty of any kind or nature, the following:

Any and all right, title and interest Grantor may have in and to the portion of Grantor's easement rights located on or over that certain portion of Block 7304, Lot 001 situate in the City and County of San Francisco, State of California, described as Parcel 1 in that certain Deed of Exchange executed on April 19, 1953 and recorded on April 17, 1953 in Book 6138 at Page 152, in the Official Records of the County of San Francisco (the "1953 Easement Deed"), and as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Quitclaimed Easement Area"), including but not limited to all of Grantor's interest in and to that certain twenty-four inch (24") sewer pipeline and any other improvements located in or under said Quitclaimed Easement Area and all appurtenances thereto.

Except as provided herein with respect to the Quitclaimed Easement Area, this deed is not intended to quitclaim or release any other interest of Grantor in Grantee's real property, or any other remaining right, title or interest of Grantor under the 1953 Easement Deed.

[SIGNATURE FOLLOWS ON NEXT PAGE]

Dated this _____ day of _____, 20__.

GRANTOR:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
AMY L. BROWN
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Hazel M. Brandt
Deputy City Attorney

DESCRIPTION CHECKED:

By: _____

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
to Quitclaim Deed for Parcel One Under 1953 Exchange Deed

Description of Quitclaimed Easement Area

EXHIBIT H

Permitted Title Exceptions

1. General and special taxes and assessments for the fiscal year 2010-2011, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement shown or dedicated on the map filed or recorded August 21, 1951 as Book "R", Page 15 through 19 of Record of Survey

For: Sewer and incidental purposes.

(Affects As shown on said map)

The interest under said easement has since been conveyed to the City and County of San Francisco, a Municipal Corporation, by document recorded April 17, 1953, Instrument No. B64108, in Book 6138, Page 152, of Official Records.

4. An easement for sewer and appurtenance thereto and incidental purposes, recorded June 25, 1970 as Instrument No. S63999 in Book B434, Page 507 of Official Records.

In Favor of: City and County of San Francisco, a Municipal corporation

Affects: As described herein

5. The terms and provisions contained in the document entitled "Declaration of Use "Minor Sidewalk Encroachment, Permit # 03-MSE-093" recorded May 21, 2003 as Instrument No. 2003-H443632 of Official Records.

**San Francisco State University
Campus Master Plan**

Statement of Overriding Considerations

(Pursuant to Sections 21081 and 21081.6 of the Public Resources Code
and Sections 15091 and 15093 of the CEQA Guidelines)

**Final Environmental Impact Report
(State Clearinghouse Number 2006102050)**

planned program direction in instruction, research and public service functions, and provide capacity for future program requirements.

- e) The provision of affordable housing will enhance the University's ability to recruit new faculty and staff members, thereby enhancing San Francisco State University's standing as a premier undergraduate, graduate and research institution in the State of California. New faculty and staff recruitment is needed to replace retiring campus employees and to provide for expanded enrollment. Development of affordable housing is critical to attracting and retaining the qualified faculty and staff necessary to provide quality public higher education for the San Francisco Bay Area and the state.
- f) The project incorporates environmentally sound, sustainable planning and design concepts including: providing housing and neighborhood retail development with enhanced walkability and transit accessibility for students, faculty, and staff; emphasizing the use of alternative transportation; designing future buildings at greater density than existing in order to more efficiently utilize land resources and preserve open space; utilizing an open stormwater management system that retains and infiltrates water on site; and re-creating a seasonal creek that flows into Lake Merced, thereby raising water levels and contributing to the health of the watershed.
- g) The campus master plan will constitute a significant economic benefit to San Francisco and the Bay Area. San Francisco State University has a significant beneficial economic impact on the area's economy. Each dollar spent locally by San Francisco State cycles through the area economy, generating additional income and employment.
- h) The campus is the thirteenth largest employer in San Francisco. This is particularly significant because of the quality and diversity of new jobs that are related to the implementation of the campus master plan.
- i) San Francisco State University provides many direct services for both on-campus and off-campus users, including but not limited to: library services; recreation facilities; and academic and support services. As the campus master plan is implemented, the level of these services will grow.
- j) SF State trains seven out of every ten teachers in San Francisco's public schools.
- k) The following social benefits, currently offered by SF State to its host communities are representative of programs and initiatives that would continue to serve the Bay Area and the entire region upon the implementation of the campus master plan:
 - A pioneer in learning through community, SF State offers nearly 300 courses that combine academic study with community involvement. For example, students help elderly immigrants learn to read, write and pass citizenship exams, through participation in service learning programs called Students Helping in the Naturalization of Elders and Students Assisting with Immigrant Literacy, SHINE and SAIL. SF State is one of about five universities nationwide, and the only CSU

Francisco's Bayview-Hunters Point, Mission, Marina, Richmond and South of Market neighborhoods.

- SF State's Romberg Tiburon Center for Environmental Studies is headquarters for the 3,700-acre San Francisco Bay National Estuarine Research Reserve, working to restore tidal marshes and protect estuarine habitat through research, monitoring and educational programs. Dedicated in 2003, the SF Bay NERR is the third such reserve in California and one of 26 nationwide.
- Internationally trained health professionals gain a foothold in California's job market with help from the Welcome Back program, operated in partnership with City College of San Francisco. The nonprofit functions as a counseling, education and job placement service for immigrant health professionals, helping them navigate the state's licensing system and obtain the necessary credentials to work in the United States. Made possible through a \$2 million grant from The California Endowment, Welcome Back also aims to increase the numbers and ethnic diversity of health professionals practicing in medically underserved areas.
- The SF State Institute on Sexuality, Inequality and Health conducted the first-ever study of physical and mental health outcomes of lesbian, gay and bisexual youth who disclose their sexual orientation to family members during adolescence. One of the first research studies to focus on the youths' families and their responses after the youths "come out," the three-year study uncovered ways that families can best support gay, lesbian and bisexual youths and help foster their resiliency.
- SF ROCKS (Reaching Out to Communities and Kids with Science in San Francisco), an SF State-based project aimed at increasing the number of students of color who enter college as geoscience majors, helps San Francisco high school students learn about environmental hazards in their own neighborhood while at the same time piques their interest in the geosciences, among the least diverse of all disciplines. Thirteen Burton High sophomores in the program shared their research at the 2003 annual meeting of the American Geophysical Union (AGU), the first time the AGU invited high school students to present scientific posters to its more than 9,800 attending scientists from around the world.
- The Osher Lifelong Learning Institute in the College of Extended Learning offers courses, lectures, symposia and travel programs geared specifically toward enriching the lives of the Bay Area's older learners and tapping the students' experience and knowledge to help solve local and statewide problems.
- California Poets in the Schools, the largest writers-in-schools program in the nation, began at SF State in 1964 as the Pegasus Project which arranged poetry readings in Bay Area classrooms. Now a statewide organization reaching 29 counties, California Poets in the Schools estimates it has introduced more than a half million K-12 students to the creative writing process.
- In 2006, SF State was among the recipients of the first President's Higher Education Community Service Honor Roll Award, presented by the Corporation for National and Community Service, in recognition of the University's community service

**San Francisco State University
Campus Master Plan Project**

Findings of Fact

(Pursuant to Sections 21081 and 21081.6 of the Public Resources Code
and Sections 15091 and 15093 of the CEQA Guidelines)

**Final Environmental Impact Report
(State Clearinghouse Number 2006102050)**

Section 15093 of the CEQA Guidelines state that:

- a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
- b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the Final EIR and/ or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
- c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091. As required by CEQA, the Board of Trustees, in adopting these findings, also adopts a Mitigation Monitoring and Reporting Program for the project. The Board of Trustees finds that the Mitigation Monitoring and Reporting Program, which is incorporated by reference and made a part of these findings, meets the requirements of Section 21081.6 of the Public Resources Code by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project.

The Final EIR for the project identified potentially significant effects that could result from project implementation. However, the CSU Board of Trustees finds that the inclusion of certain mitigation measures as part of the project approval will reduce most, but not all, of those effects to less than significant levels. Those impacts that are not reduced to less than significant levels are identified and overridden due to specific project benefits in a Statement of Overriding Considerations.

In accordance with CEQA and the CEQA Guidelines, the Board of Trustees adopts these findings as part of its certification of the Final EIR for the project. Pursuant to Section 21082.1(c)(3) of the Public Resources Code, the Board of Trustees also finds that the Final EIR reflects the Board's independent judgment as the lead agency for the project.

1.2. Organization and Format of Findings

Section 1.0 contains a summary description of the project and background facts relative to the environmental review process. Section 2.0 discusses the CEQA finding of independent judgment. Section 3.0 identifies the impacts of the project that were studied in the EIR. Section 3.1 of these Findings identifies the significant impacts of the project that cannot be mitigated to a less than significant level, even though all feasible mitigation measures have been identified and incorporated into the project.

educational mission as defined by the California Education Code. The University undertook a lengthy Campus Master Plan development process, led by a Steering Committee comprising the academic and administrative communities on the SF State campus. The project objectives that are drawn from the Campus Master Plan are based on the physical planning principles derived from the long-term vision for the SF State campus, consistent with the University's strategic plan. The project objectives are provided below.

1. Provide facilities for expansion of academic programs and administrative functions to support the proposed enrollment ceiling increase of 25,000 FTEs, required by the CSU and California Education Code;
2. Provide student, faculty, and staff housing to aid in recruitment and retention;
3. Implement the planning principles provided in the proposed Campus Master Plan as follows:

A vibrant on-campus community

- Reinforce the academic core and extend it westward
- Integrate residential properties to create a unified campus
- Provide more close-in, affordable housing that enables faculty, staff, and students to walk to school and work.
- Redefine Holloway and Buckingham as "college main streets" offering neighborhood retail and services

Strong connections to the surrounding city

- Strengthen the University's connections to Lake Merced and the surrounding neighborhoods
- Work with neighbors, the City of San Francisco, and other entities to improve public transportation and other services that benefit the entire district.

Emphasis on the pedestrian and alternative transportation

- Cluster development around high-frequency transit connections to encourage transit use
- Establish bicycle and pedestrian networks that provide safe, direct and attractive connections to work and school
- Develop the 19th Avenue edge as a transit-, bicycle-, and pedestrian-friendly parkway
- Implement Transportation Demand Management strategies to reduce parking demand
- Decentralize campus parking over time from the current central garage to a series of smaller perimeter parking facilities to disperse traffic and parking impacts, claim the campus core for pedestrians and bicycles, and allow for the eventual removal of the central parking garage from the valley

Recognition in the city and region

- Position semi-public uses at the corners of campus, creating icons that redefine the University's external identity and engage the larger community
- Create an identifiable and inviting campus perimeter

The Draft EIR was circulated for a 60-day public review period, which was longer than the 45-day review period required by state law, beginning February 2, 2007 and ending April 2, 2007. During this public review period, the University received written comments on the Draft EIR. SF State also held two public hearings on March 6, 2007, in conjunction with circulation of the Draft EIR to obtain public input regarding the Draft EIR. Interested parties attended the meeting and provided input.

Section 15088 of the CEQA Guidelines requires that the Lead Agency responsible for the preparation of an EIR evaluate comments on environmental issues received from parties who reviewed the Draft EIR and prepare a written response addressing each of the comments. The intent of the Final EIR is to provide a forum to air and address comments pertaining to the information and analysis contained within the Draft EIR, and to provide an opportunity for clarifications, corrections, or minor revisions to the Draft EIR as needed.

This Final EIR assembles in one document all of the environmental information and analysis prepared for the proposed project, including comments on the information and analysis contained in the Draft EIR and responses by the University to those comments.

Pursuant to Section 15132 of the State CEQA Guidelines, the Final EIR consists of the following:

- (a) The Draft EIR, including all of its appendices, is incorporated by reference in this Final EIR.
- (b) A list of persons, organizations, and public agencies commenting on the Draft EIR.
- (c) Copies of all letters received by the University during the Draft EIR public review period and responses to significant environmental points concerning the Draft EIR raised in the comment letters.
- (d) Revisions to the Draft EIR.
- (e) Any other information added by the Lead Agency.

2.0 CEQA FINDING OF INDEPENDENT JUDGMENT

The EIR reflects the Board of Trustees' independent judgment. The Board of Trustees has exercised independent judgment in accordance with Public Resources Code 21082.1(c)(3) in retaining its own environmental consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

Having received, reviewed and considered the information in the EIR, as well as any and all other information in the record, the Board of Trustees of the California State University hereby makes findings pursuant to and in accordance with Sections 21081, 21081.5, and 21081.6 of the Public Resources Code.

3.0. FINDINGS OF FACT

3.1 Environmental Effects of the Project which are Considered Unavoidable Significant Impacts

the building or structure. These measures could include preserving a building on the margin of the project site, using it "as is," or other measures that would not alter the building. If the project cannot avoid modifications to a significant building or structure, the campus shall implement Mitigation CULT-2C.

Mitigation CULT-2C: For a structure or building that has been determined by a qualified architectural historian to qualify as a historical resource, and where avoidance is not feasible, documentation and treatment shall be carried out as described below:

- (i) If the building or structure can be preserved on site, but remodeling, renovation or other alterations are required, this work shall be conducted in compliance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings" (Weeks and Grimmer 1995).
- (ii) If a significant historic building or structure is proposed for major alteration or renovation, or to be moved and/or demolished, the campus shall ensure that a qualified architectural historian thoroughly documents the building and associated landscaping and setting. Documentation shall include still and video photography and a written documentary record of the building to the standards of the Historic American Building Survey (HABS) or Historic American Engineering Record (HAER), including accurate scaled mapping, architectural descriptions, and scaled architectural plans, if available. A copy of the record shall be deposited with the SF State Library. The record shall be accompanied by a report containing site-specific history and appropriate contextual information. This information shall be gathered through site specific and comparative archival research, and oral history collection as appropriate.
- (iii) If preservation and reuse at the site are not feasible, the historical building shall be documented as described in item (ii) and, when physically and financially feasible, be moved and preserved or reused.
- (iv) If, in the opinion of the qualified architectural historian, the nature and significance of the building is such that its demolition or destruction cannot be fully mitigated through documentation, the campus shall reconsider project plans in light of the high value of the resource, and implement more substantial modifications to the proposed project that would allow the structure to be preserved intact. These could include project redesign, relocation or abandonment.

Cumulative Impacts

Direct project impacts in this area include impacts on historic resources, as described above. The campus' contribution to the destruction of the historic resources database in San Francisco will be minimized to the extent feasible, with the implementation of the above mitigation measure. Similarly, the protocols in place for development projects in San Francisco, such as are provided in the CEQA Review Procedures for Historic Resources would also be expected to minimize significant impacts to the cultural resource base associated with construction projects elsewhere in the City. Therefore, it is concluded that the cumulative impact would be less than significant with the protocols in place for development projects on campus and in San Francisco, and the campus' contribution to this impact would not be cumulatively considerable.

redevelopment of two blocks of University Park South would occur less than 100 feet from nearby campus and off-campus receptors, and would result in noise levels that would exceed the criteria at these nearby receptors. This would be a significant impact.

Mitigation Measures

The Board of Trustees finds that there are no feasible measures available to mitigate noise levels attributable to project construction to a level less than significant. However, the following feasible mitigation measure would partially reduce the identified impacts.

Mitigation NOIS-1: The campus shall include the following noise control measures in all construction contracts for construction projects that are within 100 feet of a sensitive receptor:

- Construction equipment used on campus is properly maintained and has been outfitted with feasible noise-reduction devices to minimize construction-generated noise.
- Stationary noise sources such as generators or pumps are located at least 100 feet away from noise-sensitive land uses as feasible.
- Laydown and construction vehicle staging areas are located at least 100 feet away from noise-sensitive land uses.
- Whenever possible, academic, administrative, and residential areas that will be subject to construction noise will be informed in writing at least a week before the start of each construction project.
- Loud construction activity (i.e., construction activity such as jackhammering, concrete sawing, asphalt removal, and large-scale grading operations) within 100 feet of a residential or academic building shall not be scheduled during finals week.
- Loud construction activity as described above within 100 feet of an academic use shall, to the extent feasible, be scheduled during weekends, holidays, Thanksgiving break, Christmas break, Spring break, or Summer break.
- Loud construction activity within 500 feet of a residential building shall be restricted to the hours between 7:30 AM and 7:30 PM, Monday through Saturday.

Cumulative Impacts

Direct project impacts in this area include increases in noise during construction, as described above. As construction noise on campus would not cumulate with construction noise from off-campus construction sites due to distance, significant cumulative construction noise impacts are not anticipated.

Findings

The Board of Trustees finds that the above mitigation measure is feasible, is adopted, and will reduce the project construction noise impacts. Pursuant to Section 21081(a)(I) of the Public Resources Code, changes or alterations have been required in, or incorporated into, the project that would mitigate, in part, the significant construction-related noise impacts. However, there are no feasible mitigation measures that would reduce the

traffic at the intersection, and (2) the project-related traffic contributes 5 percent or more of the cumulative growth in traffic volumes at the affected intersection.

With the addition of project traffic, the level of service at the intersection of Lake Merced Boulevard and South State Drive would decline from LOS C to LOS E by 2020. The level of service at Lake Merced Boulevard/Font Boulevard intersection would be LOS F with and without the addition of project traffic by 2020. However, the new vehicle trips added by the project at the intersection of Lake Merced Boulevard/Font Boulevard would make up more than 5 percent of the total volume of traffic in 2020 and more than 5 percent of the growth in traffic between 2006 and 2020. Therefore, the project would result in significant impacts at these two intersections, based on the significance standards identified above. Intersection capacity improvements that can be implemented to improve intersection operations are described below.

- Lake Merced Boulevard/South State Drive – The intersection can be restored to operate at an acceptable level of service by widening the westbound approach to provide an additional shared left-right-turn lane (currently, one exclusive left-turn lane and one right-turn lane exists). Implementation of this improvement would require removal of parking at a minimum within 500 feet from the intersection on the west leg.
- Lake Merced Boulevard/Font Boulevard – The intersection can be restored to operate at an acceptable level of service by widening the southbound approach to provide an additional exclusive left-turn lane (currently, one exclusive left-turn lane exists). Implementation of this mitigation measure would require elimination of on-street parking between South State Drive and at a minimum 600 feet south of the intersection. The westbound approach will also need to be widened to provide an additional exclusive left-turn lane and an additional exclusive right-turn lane (currently, shared left-right-turn lane exists). Implementation of this improvement would require removal of parking on the west leg of the intersection.

Mitigation Measures

The Board of Trustees finds that there are no feasible measures available to mitigate traffic impacts attributable to the project to a level less than significant. However, the following feasible mitigation measure would partially reduce the identified impacts.

Mitigation TRA-1: The campus shall implement the following monitoring and mitigation program:

- As a first step, the campus shall conduct a new baseline cordon survey no less than 18 months following the certification of this EIR. Alternatively, the campus may use the 2006 cordon survey as a baseline.
- Next, at intervals of no more than every three years, and no later than the addition of each 1,000 students in enrollment, the campus will hire an outside transportation planning or data analysis firm to conduct a statistically significant cordon survey of campus commuters during the PM peak hours. The cordon survey will cover all major entrances to the campus and will examine the travel behavior of SF State affiliates. The survey will be conducted during typical days while classes are in session, excluding final examination, national holiday or orientation weeks.
- If cordon surveys show that the PM peak period auto trips to and from campus are greater than 5 percent above the baseline, the campus shall conduct the cordon surveys annually until such trips fall

related vehicle trips and are not constructed in a timely manner or caused to be constructed by the responsible agency, traffic impacts would not be reduced to a level below significant. In this instance, there are no additional feasible mitigation measures under the authority and jurisdiction of the CSU board of trustees that would reduce the identified significant impacts, and no agreement has been reached that ensures timely implementation of the necessary improvements, if in fact they are needed. Further, as there is no guarantee that the legislature will appropriate the funds requested by CSU to support the fair share payment of the cost of identified intersection improvements, this measure may ultimately be determined to be infeasible by CSU. Therefore, these impacts must be considered remaining, unavoidably significant even with the implementation of the portion of the mitigation measure that is under the control of the board, because the board cannot guarantee full implementation of all aspects of the measure necessary to reduce traffic impacts to less than significant as described herein.

Therefore, pursuant to Section 21081(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the Board of Trustees has determined that specific economic, legal, social, technological, or other benefits of the project override the identified traffic impacts if the responsible agency does not complete the off-campus intersection improvements identified in the mitigation measure, if required, and are thereby acceptable because of specific overriding considerations (see Statement of Overriding Considerations):

3.2 Environmental Effects Discussed in the EIR Which Can Be Avoided or Substantially Lessened to Less Than Significant Levels with Implementation of the Identified Mitigation Measures

This section identifies significant adverse impacts of the project that require findings to be made under Section 21081 of the Public Resources Code and Section 15091 of the CEQA Guidelines. Based on information in the EIR, the Board of Trustees finds that, based upon substantial evidence in the record, adoption of the mitigation measures set forth below will reduce the identified significant impacts to less than significant levels. Based on the analysis contained in the EIR, the following impacts have been determined to fall within the category of impacts that can be reduced to less than significant levels with implementation of the mitigation measures set forth below:

- a) Aesthetics (off-campus visual character);
- b) Air Quality (construction and operational emissions);
- c) Biological Resources (sensitive habitats and special-status species);
- d) Cultural Resources (archaeological and paleontological resources, and human remains);
- e) Geology, Soils and Seismicity (seismic-related ground failure);
- f) Hazards and Hazardous Materials (exposure to contaminated building materials);
- g) Hydrology and Water Quality (surface water quality); and
- h) Traffic, Circulation, and Parking (transit services).

additional information.)

Findings

The Board of Trustees finds that the above mitigation measure is feasible, is adopted, and will reduce the potential off-campus visual character impact of the project to less than significant levels. Accordingly, the Board of Trustees finds that, pursuant to Section 21081(a)(1) of the Public Resources Code and Section 15091(a)(1) of the CEQA Guidelines, changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the potentially significant off-campus visual character impact as identified in the Final EIR.

CONSTRUCTION AND OPERATION AIR EMISSIONS IMPACTS

Summary of Potential Impacts

An evaluation of the construction and operation air emissions impacts associated with the project is found in Section 4.2, *Air Quality*, of the Draft EIR and as revised in the Final EIR (see Chapter 3, *Changes to the Draft EIR*, pages 3-9 through 3-10).

Construction-related activities will generate fugitive dust, which is measured in terms of PM₁₀ and PM_{2.5}, from earthmoving, excavation, grading, and travel over unpaved haul roads. The Bay Area Air Quality Management District (BAAQMD) recognizes that construction activities can cause a substantial increase in localized PM₁₀ concentrations, which can create nuisance to nearby sensitive receptors. However, the BAAQMD CEQA Guidelines do not require lead agencies to estimate emissions from construction. This impact is considered potentially significant. The BAAQMD guidelines indicate that if the project proponent implements identified control measures during construction, then construction-phase air quality impacts are considered to be less than significant. (See Impact AIR-1 for additional information.)

The BAAQMD CEQA Guidelines distinguish between projects and plans and recommend that the evaluation of air quality impacts from plans not focus on the quantification of emissions but on an analysis of the plan's consistency with the Clean Air Plan (CAP). The proposed Campus Master Plan is a plan for the development of the SF State campus over the next 13 years. Therefore, impacts from the development under the proposed Campus Master Plan were evaluated in terms of the plan's consistency with the CAP. The Draft EIR reported that campus growth might not be consistent with the most recent CAP population projections and criteria regarding toxics. This was identified as a potentially significant impact. (See Impact AIR-2 for additional information.)

Mitigation Measures

The Board of Trustees finds that, based upon substantial evidence in the record, the potential construction and operation air emissions impacts of the project will be reduced to less than significant levels by implementation of the following mitigation measure:

Mitigation AIR-1: The Campus shall apply the following feasible control measures as required by Bay Area Air Quality Management District (BAAQMD):

Cumulative Impacts

Direct project impacts in this area include construction and operation air emissions, as describe above. Localized emissions of PM₁₀ and PM_{2.5} from construction activities on campus would not cumulate with those from other off-campus construction sites due to the distance; and therefore, there is no potential for a cumulative impact. Additionally, the proposed Campus Master Plan would not result in a significant cumulative air quality impact related to regional emissions from project operation, nor would the plan contribute considerably to such a cumulative impact, assuming the mitigation measures identified above are implemented. (See Impact AIR-4 for additional information.)

Findings

The Board of Trustees finds that the above mitigation measures are feasible, are adopted, and will reduce the potential construction and operation air emissions impacts of the project to less than significant levels. Accordingly, the Board of Trustees finds that, pursuant to Section 21081(a)(1) of the Public Resources Code and Section 15091(a)(1) of the CEQA Guidelines, changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the potentially significant construction and operation air emissions impacts as identified in the Final EIR.

SENSITIVE HABITAT AND SPECIAL-STATUS SPECIES IMPACTS

Summary of Potential Impacts

An evaluation of the sensitive habitat and special-status species impacts associated with the project is found in Section 4.3, *Biological Resources*, of the Draft EIR and as revised in the Final EIR (see Chapter 3, *Changes to the Draft EIR*, pages 3-10 through 3-15).

The adjacent Lake Merced area contains sensitive habitats (e.g., wetlands) and special-status plants and wildlife (e.g., San Francisco spineflower and double-breasted cormorants). Construction of the proposed Lake Merced Boulevard bridge underpass, creek inlet into Lake Merced, and path connection, and the discharge of storm water into the lake could potentially affect wetlands and other sensitive habitats, as well as special-status plant and wildlife species in the adjacent Lake Merced area. This is considered to be a potentially significant impact. (See Impact BIO-1 for further information.)

Additionally, Lake Merced does provide nesting habitat for a number of special-status and sensitive bird species. The bulrush marsh and willow scrub along the lake edge have been identified as important bird habitat due to its value for nesting. While there are no known occurrences of special-status wildlife species on the SF State campus, there is low potential that the landscaped habitat on campus provides suitable nesting habitat for special-status birds-of-prey and therefore such nesting may be occurring on the site, or may occur in the future. Proposed development contemplated under the Campus Master Plan could potentially result in loss or abandonment of active nests of special-status birds on-campus or in the adjacent Lake Merced area. (See Impact BIO-2 for further information.)

Mitigation Measures

If nesting birds were found to be present, a 150-foot buffer zone shall be established around the perimeter of the nest substrate (tree, shrub, herb, etc.) and clearly marked with “environmentally sensitive area” fencing. Construction or any related activities shall not be conducted within those areas until all observed nesting activities are completed. A qualified biologist shall determine nesting status. Pre-construction surveys will not be required if project construction is scheduled outside the typical avian nesting season (August 1 – February 15).

Mitigation BIO-2B: For construction off-campus in the Lake Merced area, construction-phase mitigation measures for the protections of nesting special-status birds shall be developed in consultation with the SFPUC through its subsequent approval process to ensure that substantial effects on nesting birds do not occur. Measures could include, but would not be limited to: provisions for pre-construction surveys, prohibitions on initiating construction during certain times of the year (e.g., typical nesting season), and/or buffer distances from active nest sites.

Mitigation BIO-2C: Appropriate signage and other design features (e.g., fencing) will be installed as deemed appropriate by the San Francisco Public Utilities Commission and any other agency with jurisdiction over the management of Lake Merced, to keep people on the connector path and to prohibit the creation of ad-hoc trails. This signage will explain the potential for people to disturb birds nesting in the marsh vegetation around the edges of the lake, if they stray from the path.

Cumulative Impacts

Direct project impacts in this area include those related to sensitive habitat and special-status species, as describe above. Additionally, neither development on campus, nor reasonably foreseeable future development within the southwestern portion of San Francisco, would result in a significant cumulative impact associated with adverse effects to sensitive natural communities and/or special-status species. Therefore, the potential cumulative biological resources impact would be less than significant. (See Impact BIO-4 for additional information.)

Findings

The Board of Trustees finds that the above mitigation measures are feasible, are adopted, and will reduce the potential sensitive habitat and special-status species impacts of the project to less than significant levels. Accordingly, the Board of Trustees finds that, pursuant to Section 21081(a)(1) of the Public Resources Code and Section 15091(a)(1) of the CEQA Guidelines, changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the potentially significant sensitive habitat and special-status species impacts as identified in the Final EIR.

OTHER CULTURAL RESOURCE IMPACTS

Summary of Potential Impacts

An evaluation of the other cultural resource impacts associated with the project is found in Section 4.4, *Cultural Resources*, of the Draft EIR, and as revised in the Final EIR (see Chapter 3, *Changes to the Draft*

(whether or not an archaeologist is present), all soil disturbing work within 100 feet of the find shall cease, and the campus shall implement Mitigation CULT-1B below.

Mitigation CULT-1B: For an archaeological site that is encountered during the subsurface testing or during construction, the campus shall:

- Retain a qualified archaeologist to determine whether the resource qualifies as a historical resource or a unique archaeological resource.
- If the resource is determined to be a historical resource or a unique archaeological resource, the qualified archaeologist, in consultation with the campus, shall prepare a research design and archaeological data recovery plan for the recovery that will capture those categories of data for which the site is significant, and implement the data recovery plan prior to or during development of the site. The archaeologist shall also perform appropriate technical analyses, prepare a full written report and file it with the appropriate information center, and provide for the permanent curation of recovered materials.

Mitigation CULT-3A: The campus shall implement Mitigation CULT-1 to minimize the potential for disturbance or destruction of human remains in an archaeological context and to preserve them in place, if feasible.

Mitigation CULT-3B: The campus shall provide a representative of the local Native American community an opportunity to monitor any excavation (including archaeological excavation) within the boundaries of a known Native American archaeological site.

Mitigation CULT-3C: In the event of a discovery on campus of human bone, suspected human bone, or a burial, all excavation in the vicinity will halt immediately and the area of the find will be protected until a qualified archaeologist determines whether the bone is human. If the qualified archaeologist determines the bone is human, or if a qualified archaeologist is not present, the campus will notify the County of San Francisco Medical Examiner of the find before additional disturbance occurs. Consistent with California Health and Safety Code § 7050.5(b), which prohibits disturbance of human remains uncovered by excavation until the Coroner has made a finding relative to PRC 5097 procedures, the campus will ensure that the remains and vicinity of the find are protected against further disturbance. If it is determined that the find is of Native American origin, the campus will comply with the provisions of PRC § 5097.98 regarding identification and involvement of the Native American Most Likely Descendant (MLD).

Mitigation CULT-3D: If human remains cannot be left in place, the campus shall ensure that the qualified archaeologist and the MLD are provided an opportunity to confer on archaeological treatment of human remains, and that appropriate studies, as identified through this consultation, are carried out prior to reinterment. The campus shall provide results of all such studies to the local Native American community, and shall provide an opportunity of local Native American involvement in any interpretative reporting. As stipulated by the provisions of the California Native American Graves Protection and Repatriation Act, the campus shall ensure that human remains and associated artifacts recovered from campus projects on state lands are repatriated to the appropriate local tribal group if requested.

Mitigation CULT-4A: Prior to construction, a qualified paleontologist shall be consulted regarding the likelihood of encountering significant fossils on a given construction site. If the paleontologist determines fossils may be present, a paleontologic monitor shall be present at each excavation that penetrates potentially

valley portion of the campus has potential for ground failure related to liquefaction, settlement, and landslide; while the remainder of the campus has some potential for effects related to settlement in areas with loose surficial fills. The CDMC has designated the valley portion of the campus as a Seismic Hazard Zone for liquefaction potential, and the CGS has designated one isolated area on the SF State campus as a Seismic Hazard Zone for landslide potential. To address these types of concerns, the SF State campus routinely performs geotechnical investigations that evaluate the potential for liquefaction, settlement, and other types of ground failure at each building site. This is a potentially significant impact. (See Impact GEO-1 for additional information).

Mitigation Measures

The Board of Trustees finds that, based upon substantial evidence in the record, the potential seismic impacts of the project will be reduced to less than significant levels by implementation of the following mitigation measure:

Mitigation GEO-1: Where existing geotechnical information is not adequate, detailed geotechnical investigations shall be performed for areas that will support buildings or foundations. Such investigations for building or foundation projects located in the valley portion of the SF State campus will comply with the California Geological Survey's *Guidelines for Evaluating and Mitigating Seismic Hazards in California* (Special Publication 117), which specifically address the mitigation of liquefaction and landslide hazards in designated Seismic Hazard Zones (CGS, 1997). All recommendations of the geotechnical investigations will be incorporated into project designs.

Cumulative Impacts

Because project impacts will be mitigated to a less than significant level, no adverse cumulative impacts related to seismicity are anticipated.

Findings

The Board of Trustees finds that the above mitigation measures are feasible, are adopted, and will reduce the seismic-related impact of the project to less than significant levels. Accordingly, the Board of Trustees finds that, pursuant to Section 21081(a)(1) of the Public Resources Code and Section 15091(a)(1) of the CEQA Guidelines, changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the potentially significant seismic-related impact identified in the Final EIR.

EXPOSURE TO HAZARDOUS MATERIALS DURING BUILDING DEMOLITION

Summary of Potential Impacts

An evaluation of the potential project impact associated with exposure to hazardous materials during building demolition is found in Section 4.6, *Hazards and Hazardous Materials*, of the Draft EIR.

Hazardous materials could be encountered in campus buildings when they are demolished or remodeled under the proposed Campus Master Plan. These hazardous materials could be related to lead-based paints or asbestos used in the construction of the buildings, or to past spills and other releases of hazardous materials in

Resources Code and Section 15091(a)(1) of the CEQA Guidelines, changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the potentially significant impact related to hazardous materials exposure during building demolition identified in the Final EIR.

SURFACE WATER QUALITY IMPACTS

Summary of Potential Impacts

An evaluation of the surface water quality impacts associated with the project is found in Section 4.7, *Hydrology and Water Quality*, of the Draft EIR and as revised in the Final EIR (see Chapter 3, *Changes to the Draft EIR*, pages 3-17 through 3-19).

The proposed Campus Master Plan includes a proposal to direct some of the runoff generated by new and replacement buildings and other impervious surfaces built under the proposed Campus Master Plan into a surface creek that would discharge excess runoff into Lake Merced. This element of the proposed Campus Master Plan would have a beneficial effect on Lake Merced as it would add new flows to the lake. To avoid an impact on surface water quality, the proposed Campus Master Plan relies on Low Impact Development (LID) concepts of on-lot infiltration and control, and distributed retention to reduce the impact of increased storm water runoff to Lake Merced. Overall, the proposed open storm water system incorporating LID concepts would treat surface water runoff by utilizing both physical and biological treatment processes occurring in the system's vegetation and soils. The Campus Master Plan indicates that the proposed system emphasizes on-site filtration and will be designed to meet the highest applicable standards for water quality. Additionally, runoff from locations that could have concentrated sources of pollution (e.g., loading docks and parking lots) would not be directed into the open system, and therefore runoff from these locations would not be a potential source of surface water contamination.

Data on the effectiveness of the various treatment systems included in the proposed Campus Master Plan is variable and not definitive but the data available shows that the use of LID concepts lowers the levels of pollutants in urban runoff especially for heavy metals, with some studies showing large decreases in pollutant loads. Furthermore, the use of LID concepts in urban planning is considered state-of-the-practice and therefore for most urban runoff pollutants such as sediment, metals and oil/grease should result in a less-than-significant impact on Lake Merced water quality. However, potentially significant impacts may occur if campus storm water discharges increase the lake's concentrations of nutrients and ammonia, which could potentially further decrease the lake's dissolved oxygen concentrations causing further eutrophication. (See Impact HYDRO-1 for additional information.)

Mitigation Measures

The Board of Trustees finds that based upon substantial evidence in the record, the potential surface water quality impact of the project will be reduced to a less than significant level by implementation of the following mitigation measure:

Mitigation HYDRO-1: The campus shall conduct monitoring of storm water discharges to Lake Merced. If monitoring data indicate that the discharge of storm water from SF State to Lake Merced increases the level of nutrients in the lake, then depending on the source of the nutrient, additional measures (e.g., fertilizer best management practices) to reduce and/or offset nutrient loads shall be implemented on campus. The protocol

solutions to enhance Muni performance systemwide, but is not yet to the point of making specific recommendations at the route level. If these improvements were implemented, the Draft EIR concludes that they would be more than sufficient to meet the campus's additional transit travel demands and the impact on the M-line would be less than significant. However, these improvements are only in the early planning stages and are under the jurisdiction of Muni or SFCTA to implement and the University cannot guarantee their implementation. Therefore, the Draft EIR concluded that the impact on the M-line is considered significant. Campus growth under the Campus Master Plan would also result in overcrowding and capacity problems on the Campus Shuttle. (See Impact TRA-2 for additional information.)

Mitigation Measures

Mitigation TRA-2A: The San Francisco Municipal Transportation Agency (MTA) and the San Francisco County Transportation Authority (SFCTA) can and should implement improvements to transit services along 19th Avenue via the implementation of MTA's Transit Effectiveness Project and SFCTA's 19th Avenue Project, which are in the planning stages. Improvements ultimately included in these programs could include, but would not be limited to, travel time improvements along the M-line and 28/28L lines (e.g., bus rapid transit, improved stop spacing, transit prioritization treatments, expanded Proof-of-Payment, in-lane bus stops), re-establishing a "short-run" of the M-line between the Embarcadero and the SF State stations, etc.

Mitigation TRA-2B: In the event that transit capacity enhancements listed in the Campus Master Plan are not implemented in a timely manner by Muni and/or SFCTA, the campus will extend the Campus Shuttle service to West Portal Station on an interim basis, based on the following program:

- The University will collect data from Muni to establish the baseline average peak period, peak direction passenger loading between the campus and West Portal Station.
- The University will monitor SF State peak period transit use by conducting cordon counts as specified in Mitigation TRA-1.
- If Muni reports that M line average peak period, peak direction passenger loading between the campus and West Portal Station exceeds 85 percent of combined seating and standing load capacity for two years in a row, and if the cordon surveys show that peak period transit trips on the M-line between the campus and West Portal Station are greater than 5 percent above the baseline, the University will extend campus shuttle service to West Portal Station during the peak period(s).
- This additional campus shuttle service will be operated with adequate capacity (i.e., it will not exceed a 85 percent combined seated/standing passenger capacity target).
- This additional campus shuttle service will be operated until MTA's and SFCTA's planned transit capacity enhancements related to 19th Avenue are implemented, as described in Mitigation TRA-2A above.

Mitigation TRA-2C: The campus shall monitor peak hour utilization of Campus Shuttle buses on an annual basis and if average peak period, peak direction passenger loading exceeds 85 percent of combined seated and standing load capacity for shuttle service between the campus and the Daly City BART station, the campus shall increase shuttle frequency or otherwise increase the capacity of the shuttle services during the peak period(s) until this standard is met.

- d) Geology, Soils and Seismicity (construction soil erosion);
- e) Hazards and Hazardous Materials (use/transport of hazardous materials and wastes, hazards to adjacent schools, exposure to contaminated soil or groundwater, and interference with Emergency Operations Plan);
- f) Hydrology and Water Quality (groundwater);
- g) Land Use and Planning;
- h) Noise (operational noise);
- i) Population and Housing;
- j) Traffic, Circulation, and Parking (pedestrian and bicycle access, parking, and conflicts with adopted plans); and
- k) Utilities and Public Services.

SCENIC RESOURCES, ON-CAMPUS VISUAL CHARACTER, AND LIGHT AND GLARE IMPACTS

Summary of Potential Impacts

An evaluation of the scenic resources, on-campus visual character, and light and glare impacts associated with the project is found in Section 4.1, *Aesthetics*, of the Draft EIR and as revised in the Final EIR (see Chapter 3, *Changes to the Draft EIR*, pages 3-8 through 3-9).

A small groves of Monterey Cypress and Monterey Pine located in and around the Quad constitute scenic resources on the campus, as they play an important role in creating the park-like character of the campus. Moreover, they constitute the only surviving pre-campus vegetation that formerly stood amid agricultural fields. The proposed Campus Master Plan identifies the area within and adjacent to the Quad as the Campus Core landscape zone, and indicates that new landscaping in this zone should follow the existing palette of Monterey Cypress and Monterey Pine, broad lawns, borders of lush, green, clumping masses of plants like agapanthus, bergenia, camellia, and azalea. The proposed Campus Master Plan also identifies the need for a replacement program for the Monterey Cypress and Monterey Pine so that as existing trees naturally decline others will be sufficiently mature to take their place. However, proposed development under the proposed Campus Master Plan could potentially damage some of the small groves or individual trees of Monterey Cypress and Monterey Pine in the Campus Core landscape zone if not sensitively sited and constructed. This is considered a less-than-significant significant impact. (See Impact AES-1 for additional information.)

The proposed Campus Master Plan will not substantially degrade the existing visual character of the existing SF State campus. The proposed Campus Master Plan provides for the replacement of some of the older campus buildings and construction of new campus buildings. Overall, the density of campus development will increase. However, this increase in density will not substantially degrade the existing visual character of the campus, as: (1) the amount of open space on campus will generally be maintained, (2) the existing pattern of development will be maintained, (3) the building heights of new development will be similar to other existing campus development, and (4) other design standards and guidelines of the proposed Campus Master Plan will maintain or further enhance the existing visual character of the campus. (See Impact AES-2 for further information.)

non-business hours, lighting exterior areas only for safety and comfort, and using lower intensity lights.

Mitigation AES-4A: Reflective metal, mirrored glass, or any other reflective building materials shall not be used as primary building materials for facades.

Cumulative Impacts

Because project impacts related to scenic resources, on-campus visual character, and light and glare will be less than significant, no adverse cumulative impacts related to these topics are anticipated.

Findings

The Board of Trustees finds that, based upon substantial evidence in the record, the potential aesthetic impacts of the project related to scenic resources, on-campus visual character, and light and glare are less than significant and no mitigation measures are required. However, these less-than-significant impacts will be further reduced by implementation of the mitigation measures identified above.

LOCAL CO EMISSIONS IMPACTS

Summary of Potential Impacts

An evaluation of the local carbon monoxide emissions impacts associated with the project is found in Section 4.2, *Air Quality*, of the Draft EIR.

As indicated in the BAAQMD CEQA Guidelines, the air quality analysis for land use plans should focus on an evaluation of the plans consistency with the CAP. However, these guidelines also indicate that there may be some instances where quantification of a plan's air quality impacts is appropriate, such as when a plan may lead to increased traffic congestion and associated CO concentrations at vicinity intersections. Therefore, the plan's contribution to CO concentrations at vicinity intersections was estimated. The resulting analyses show that predicted CO concentrations at all four intersections analyzed would be less than the state and federal standards for CO. Because the intersections analyzed had either the highest delay (i.e., worst LOS) or the highest traffic volumes, the other intersections not analyzed are expected to experience even smaller impacts related to CO concentrations. The impact would therefore be less than significant. (See Impact AIR-3 for additional information.)

Cumulative Impacts

The analysis described above constitutes the cumulative assessment of CO concentrations at vicinity intersections. As no significant cumulative impacts were found, no direct project impacts would occur.

Findings

The Board of Trustees finds that, based upon substantial evidence in the record, the potential local CO emissions impact of the project is less than significant and no mitigation measures are required.

CONFLICTS WITH ADOPTED HCPS

Summary of Potential Impacts

Cumulative Impacts

Because project impacts related to construction-phase soil erosion will be less than significant, no adverse cumulative impacts are anticipated.

Findings

The Board of Trustees finds that, based upon substantial evidence in the record, the potential construction-phase soil erosion of the project are less than significant and no mitigation measures are required.

OTHER HAZARDS AND HAZARDOUS MATERIALS IMPACTS

Summary of Potential Impacts

An evaluation of other hazards and hazardous materials impacts associated with the project is found in Section 4.6, *Hazards and Hazardous Materials*, of the Draft EIR.

Campus growth under the proposed Campus Master Plan will involve an increase in the number of laboratories and the expansion of other facilities, such as maintenance facilities, which involve the use of hazardous materials, generation of hazardous waste, and the transportation of such materials to and from the campus. SF State is committed to providing a safe environment for the campus and local community by implementing the increasingly complex and stringent laws and regulations regarding the use, storage, and transport of hazardous materials. Throughout the planning horizon of the proposed Campus Master Plan, SF State will continue to comply with all federal and state laws and regulations and will continue to implement all safety programs and procedures currently in place as established by EH&OS. These procedures will continue to avoid or substantially limit exposure of students, faculty, staff, and the community at large to hazardous materials. All SF State projects implemented under the proposed Campus Master Plan will comply with these controls. Therefore, the project will not create significant hazards to the public or the environment through the routine transport, use, or disposal of hazardous materials, or under upset and accident conditions involving the release of hazardous materials into the environment. The impact is therefore considered less than significant. (See Impact HAZ-1 for additional information.)

Although hazardous materials and waste use within ¼ mile of an existing or proposed school will likely increase as a result of campus growth under the proposed Campus Master Plan, these materials will not exist in quantities sufficient to pose a risk to occupants of the school or campus community. Because hazardous materials in laboratories are typically handled in small quantities and will continue to be handled in this manner under the proposed Campus Master Plan, the potential consequences of an accidental release will be limited to a single building and in most cases, to the individual laboratory where the spill occurred. Furthermore, as discussed above SF State will continue to comply with federal and state regulations and will continue to implement existing campus safety programs and procedures. Therefore, the impact to those attending existing or proposed schools and childcare centers will be less than significant. (See Impact HAZ-2 for additional information.)

The proposed project will not be located on a site that is on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5. There are no known sites with soil or groundwater

The Board of Trustees finds that, based upon substantial evidence in the record, the potential impacts of the project related to exposure to other hazards and hazardous materials are less than significant and no mitigation measures are required. However, these less-than-significant impacts will be further reduced by implementation of the mitigation measures identified above.

GROUNDWATER IMPACTS

Summary of Potential Impacts

An evaluation of the groundwater impacts associated with the project is found in Section 4.7, *Hydrology and Water Quality*, of the Draft EIR and as revised in the Final EIR (see Chapter 3, *Changes to the Draft EIR*, pages 3-18 through 3-19).

Because redevelopment of existing building sites is a major component of the proposed Campus Master Plan, the plan would not result in a substantial increase in impervious surfaces on the campus. The increase in impervious surfaces would not substantially reduce the recharge of the groundwater basin. Furthermore, the proposed Campus Master Plan includes a storm water drainage system that incorporates LID concepts. These LID concepts would maximize the infiltration of new runoff into the campus lands, and in some areas, the modified storm water drainage system would divert existing runoff from the storm drain system into infiltration areas. Overall, implementation of the proposed Campus Master Plan would add more water to the groundwater basin. Additionally, the proposed open storm water system incorporating LID concepts would treat surface water runoff by utilizing physical and biological treatment processes. These facilities would not only treat surface water runoff, but also would treat water that infiltrates into the groundwater basin. Further, as runoff from locations that could have concentrated sources of pollution (e.g., loading docks and parking lots) would not be directed into the open system, they would not be potential sources of groundwater contamination. In summary, the proposed project would not reduce groundwater recharge or adversely affect water quality in the groundwater basin. The impact is less than significant. (See Impact HYDRO-2 for additional information.)

Cumulative Impacts

Because project impacts related to groundwater will be less than significant, no adverse cumulative impacts are anticipated.

Findings

The Board of Trustees finds that, based upon substantial evidence in the record, the potential groundwater impacts of the project are less than significant and no mitigation measures are required.

LAND USE AND PLANNING IMPACTS

Summary of Potential Impacts

An evaluation of the land use and planning impacts associated with the project is found in Section 4.8, *Land Use and Planning*, of the Draft EIR and as revised in the Final EIR (see Chapter 3, *Changes to the Draft EIR*, page 3-19).

POPULATION AND HOUSING IMPACTS

Summary of Potential Impacts

An evaluation of the population and housing impacts associated with the project are found in Section 4.10, *Population and Housing*, of the Draft EIR and as revised in the Final EIR (see Chapter 3, *Changes to the Draft EIR*, pages 3-19 through 3-27).

Growth of the campus under the proposed Campus Master Plan would directly increase the study area population as a result of new SF State affiliates and their dependents. Overall, the increment of population that would be added to the study area as a result of SF State campus growth under the proposed Campus Master Plan would not be substantial, and the impact would be less than significant. (See Impact POP-1 for additional information.)

Growth in off-campus areas would not be triggered by the utility extensions serving new campus buildings, as the surrounding neighborhoods are already built out, and the undeveloped lands adjacent to the campus to the west are within city or state parks and are protected from development. Moreover, the proposed Campus Master Plan does not propose any roadway widening improvements. Therefore, the surrounding neighborhoods and commercial areas would not be expected to grow substantially as a result of utility extensions or roadway widening from campus development. (See Impact POP-2 for additional information.)

The proposed Campus Master Plan would affect study area housing resources in two ways: (1) by adding more people to the study area that would require housing and (2) by removing and replacing some of the existing housing on and adjacent to the campus. Regarding the first item, the housing demand in San Francisco associated with new SF State affiliates will be well within the projected supply and would not trigger shifts of demand to other parts of the Bay Area region, nor would it stimulate the need to build additional new housing above and beyond that already projected. Likewise, housing demand elsewhere in the Bay Area region associated with new SF State affiliates also would be well within the projected supply. Therefore, there would be no substantial shift in demand to more distant communities outside the Bay Area region, nor would the project stimulate the need to build additional new housing above and beyond that already projected. Therefore, this impact is less than significant. (See Impact POP-3 for additional information.)

Regarding the second item above, the proposed Campus Master Plan calls for new housing on a portion of the UPN and UPS sites, which would result in the demolition of existing apartments and the construction of new units, for a net gain in units on campus. While the project would temporarily displace housing units, it would more than compensate for the loss, and the total housing supply in the study area would increase as a result of the proposed Campus Master Plan. Therefore, this temporary displacement of housing units will not necessitate the construction of replacement housing elsewhere in the region. However, the redevelopment of a few blocks in UPS and UPN could displace non-SF State people that have not already voluntarily vacated their units by the time this proposed construction takes place. Because the number of units is small compared to the projected increase in housing in San Francisco and the Bay Area, this displacement will not necessitate the construction of replacement housing elsewhere. Therefore, these impacts are less than significant. Furthermore, the campus will comply with the California Relocation Assistance Act (Government Code 7260 et seq), which applies to state entities that may displace residents and businesses. This act generally requires

parking structures on campus. As the campus is developed, the Bike Barn will be replaced with a Bike Station. The Bike Station will extend services to SF State students, faculty, and staff. In summary, the proposed Campus Master Plan includes numerous improvements to enhance bicycle use on the campus and the plan therefore would not adversely affect conditions for bicyclists. (See Impact TRA-4 for additional information.)

The proposed project would not have a significant impact related to parking because the parking strategy included in the Campus Master Plan is consistent with the City's Transit First policy, and the planned supply of parking is designed to ensure that single-occupant vehicle mode split does not increase in the future and that new single-occupant vehicle trips are not generated. Pursuant to Mitigation TRA-1, the campus will conduct cordon counts every three years or if necessary every year, and make additional improvements to its TDM program to ensure that new trips are not generated. Therefore, the demand for parking will not exceed the projected supply. Furthermore, pursuant to the Campus Master Plan, the campus will work with the MTA to minimize the social impact of campus affiliates parking in surrounding neighborhoods. (See Impact TRA-5 for additional information.)

The Campus Master Plan includes a parking strategy, bicycle and pedestrian improvements, and a program for shuttle service improvements. All of these elements of the Campus Master Plan are designed to discourage automobile use and encourage the use of alternate means of transportation. In addition, campus representatives will participate in local planning efforts to advocate for prioritization and funding of improvements to transit services that serve the campus area, including the TEP and the 19th Avenue study. Therefore, implementation of the Campus Master Plan would not conflict with any adopted plans, policies or programs that support alternative transportation. (See Impact TRA-6 for additional information.)

Cumulative Impacts

Because project impacts related to ped/bike access, parking, and transportation plans would be less than significant, no adverse cumulative impacts are anticipated.

Findings

The Board of Trustees finds that, based upon substantial evidence in the record, the potential ped/bike access, parking, and transportation plan impacts of the project are less than significant and no mitigation measures are required.

UTILITIES AND PUBLIC SERVICE IMPACTS

Summary of Potential Impacts

An evaluation of the utilities and public service impacts associated with the project are found in Section 4.12, *Utilities and Public Services*, of the Draft EIR and as revised in the Final EIR (see Chapter 3, *Changes to the Draft EIR*, pages 3-47 through 3-52).

Off-site improvements to the distribution piping or other facilities near the campus would not be required to serve the estimated increase in demand for potable water. However, the SFPUC has indicated that it is unclear whether or not off-site improvements (e.g., line or pump up-grades) would be required to provide for adequate fire flows. The SFPUC supplies water to the campus at two points of connection, located in 19th

may satisfy some or all of the increase in demand for power from PG&E's electrical power grid. Given that the campus is located in a developed urban area, it is highly unlikely that proposed campus growth would result in the need for expansion or construction of new electrical system capacity improvements above and beyond those already being pursued by PG&E in the San Francisco Peninsula Area (e.g., the 230-kilovolt Jefferson-Martin transmission line). Moreover, the project-generated demand for electricity will be negligible in the context of overall demand within San Francisco and the State, and will not in and of itself require a major expansion of power facilities. Therefore, the proposed Campus Master Plan will not require the construction of new or expanded electrical system capacity improvements off-campus that could result in significant environmental impacts. The impact is less than significant. (See Impact UTIL-3 for additional information.)

Implementation of the proposed Campus Master Plan will result in an increased demand for police protection services on and adjacent to the campus. It is expected that with the proposed population increase and facility development that about 20 additional officers will be needed by 2020. This additional staffing and associated increase in the police fleet will require a substantially larger police station and parking area over that currently in use. Under the proposed Campus Master Plan, the existing police station and the rest of the facilities located in the Corporation Yard and the Lakeview Center will be relocated to a site in the northwestern portion of the campus, north of Winston Drive. A larger police station could be accommodated in this area as well. The environmental effects of constructing and operating facilities in the northwestern portion of the campus, including a proposed new police station are addressed in other sections of this EIR. If potentially significant impacts were indicated, they will be mitigated to less-than-significant levels by the implementation of mitigation measures presented in this EIR. Therefore, the proposed Campus Master Plan will not result in the construction of new police facilities that will cause significant environmental impacts. The impact is less than significant. (See Impact UTIL-4 for additional information.)

The project will also result in an incremental increase in the demand for fire protection services from the SFFD. However, this increase in demand will not likely be substantial in relationship to the existing demand for fire protection services in San Francisco as a whole. Furthermore, the increase in demand will not likely require the construction of any new fire protection facilities that might result in significant environmental impacts. Therefore, significant impacts related to fire protection services would not occur as a result of the implementation of the proposed Campus Master Plan. (See Impact UTIL-4 for additional information.)

Additionally, significant impacts related to solid waste, schools, and parks and recreational facilities would not occur as a result of the implementation of the proposed Campus Master Plan. (See Impact UTIL-5 for additional information.)

Mitigation Measures

The Board of Trustees finds that based upon substantial evidence in the record, the potential utilities and public service impacts of the project are less than significant and no mitigation measures are required. However, the less-than-significant wastewater impact will be further reduced by implementation of the following mitigation measure:

Mitigation UTL-2: As each future building project is proposed, SF State will verify that it can achieve a net

reasonably be expected to occur in the foreseeable future if the project was not approved (CEQA Guidelines § 15126.6 (e) (2) and (3) (A)). Under the No Project Alternative, a new Campus Master Plan and an enrollment ceiling increase to 25,000 FTE students would not be adopted and the campus would continue to operate under the previously adopted 1989 Campus Master Plan, as amended most recently in early 2006. While the existing 1989 Campus Master Plan map (as amended) does identify sites for new academic buildings (e.g., Behavioral and Social Sciences building), these buildings cannot be built under the existing plan because they would add FTE capacity to the campus. This additional capacity cannot be added until the CSU Board of Trustees approves an enrollment ceiling increase. The only new building shown on the existing Campus Master Plan map that could be built without adding FTE capacity to the campus is a proposed new greenhouse.

Environmental Effects. The implementation of the No Project Alternative will avoid or reduce environmental impacts in all categories to less-than-significant levels, as only a new greenhouse will be developed under this alternative. Therefore, the significant unavoidable impacts of the proposed Campus Master Plan will be avoided under this alternative.

Relation to Project Objectives. The No Project Alternative would not meet the primary project objectives of increasing the enrollment cap to 25,000 FTEs and providing for the necessary expansion of academic programs and administrative functions to support the enrollment increase (see Section 1.4 above). Therefore, this alternative will not allow the SF State campus to be responsive to the CSU Board of Trustees' directive to plan for its share of the increased enrollment anticipated to occur in the CSU system. Additionally, this alternative would not meet any other of the project objectives.

Feasibility. The No Project alternative is infeasible because it would not meet any of the project objectives. The No Project alternative would not provide any of the benefits outlined in the Statement of Overriding Considerations.

Reduced Housing Growth Alternative

Under the Reduced Housing Growth Alternative, future development of the campus would be planned to accommodate the proposed enrollment ceiling increase to 25,000 FTE students on campus by 2020. However, under this alternative the existing housing in UPS and UPN will be retained and will not be redeveloped to provide for higher density housing and to provide for the Hotel and Conference Center. Therefore, this alternative will not result in the construction of new housing in UPN and UPS, nor will it result in the construction of the Hotel and Conference Center. While the replacement of units in UPN and UPS will not result in significant environmental impacts under CEQA, some members of the surrounding community are concerned about this demolition and the resulting possible displacement of people that currently live in these units. Therefore this alternative considers the environmental implications of not providing this housing.

Environmental Effects. The Reduced Housing Growth Alternative would reduce aesthetic impacts with no redevelopment in UPS. The Reduced Housing Growth Alternative would have greater impacts on housing supply and the alternative's contribution to the cumulative housing supply deficit in the study area by 2020 will also be greater than the proposed project. This alternative would have similar or slightly reduced impacts

discharged into Lake Merced and this would help restore lake levels. However, the level of significance of all impacts would remain the same. In particular, the significant unavoidable impacts associated with historic resources, construction noise, and traffic would remain under this alternative.

Relation to Project Objectives. The Expanded Housing Growth Alternative would support the primary project objectives of increasing the enrollment cap to 25,000 FTEs and providing for the necessary expansion of academic programs and administrative functions to support the enrollment increase. The alternative would meet all other project objectives. In particular, the objectives related to the provision of on-campus housing to aid in recruitment and retention of faculty and staff and to allow the SF State population to walk to work or school would be more fully met under this alternative, given that it provides for more on-campus housing.

Feasibility. The Expanded Housing Growth Alternative is infeasible within the time frame of the Campus Master Plan (i.e., 2020). However, the long-term vision identified in the Campus Master Plan does contemplate the amount of new housing development in UPN and UPS reflected in this alternative. Therefore, while it is not being recommended for approval at this time, ultimately the campus may propose additional housing in its next Campus Master Plan revision consistent with this alternative.

5.0 FINDINGS WITH RESPECT TO MITIGATION OF SIGNIFICANT ADVERSE IMPACTS, AND ADOPTION OF MITIGATION MONITORING PLAN

Based on the entire record before the Board of Trustees, and having considered the unavoidable significant impacts of the project, the Board of Trustees hereby determines that all feasible mitigation within the responsibility and jurisdiction of the CSU has been adopted to reduce or avoid the potentially significant impacts identified in the EIR, and that no additional feasible mitigation is available to further reduce significant impacts. The feasible mitigation measures are discussed in Section 3.1 and 3.2, above, and are set forth in the Mitigation Monitoring and Reporting Program.

The CSU Board of Trustees is vested with "full power and responsibility in the construction and development of any state University campus, and any buildings or other facilities or improvements connected with the California State University" (California Education Code 66606). CEQA provides that each public agency shall mitigate or avoid the significant effects on the environment of projects it approves or carries out whenever it is feasible to do so (Public Resources Code 21001.1[b]). In mitigating or avoiding a significant effect of a project on the environment, a public agency may exercise only those express or implied powers provided by law other than under CEQA (PRC 21004). The California State University (CSU) has specific powers to mitigate effects that occur within its jurisdiction, namely within the campus.

Local agencies frequently impose fees for the mitigation of projects and cumulative impacts to finance the fair share cost of infrastructure improvements needed to accommodate growth. Such imposition of fees can occur only for those entities that are within the jurisdiction of that local agency. Government Code 54999 et. seq. does allow local entities to negotiate with the State for the imposition of "capital facilities fees" for the connection of specified utility services. Therefore, insofar as CSU agrees with a local entity for a capital facilities fee, such as needed expansion of a wastewater treatment facility to accommodate university growth, that amount may be assessed CSU. Utilities covered under 54999 include water, light, heat, communications, power, garbage service, flood control, drainage, sanitation and sewage collection, treatment, and disposal.

