

File No. 120413

Committee Item No. 3

Board Item No. 7

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date May 7, 2012

Board of Supervisors Meeting

Date May 15, 2012

Cmte Board

☐	☐	Motion
☒	☒	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form (for hearings)
☒	☒	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☐	☐	Grant Information Form
☐	☐	Grant Budget
☐	☐	Subcontract Budget
☐	☐	Contract/Agreement
☐	☐	Form 126 – Ethics Commission
☐	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

☒	☒	Agreement Granting Easement
☒	☒	General Plan Referral Letter, dtd 10/11/11
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Completed by: Alisa Miller Date May 4, 2012
Completed by: Alisa Miller Date May 4, 2012

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

1 [Agreement - Granting Easement - 1 Cashmere Street]

2
3 Resolution: 1) approving and authorizing an agreement to grant a nonexclusive
4 perpetual easement in gross over and through the easement area within Assessor's
5 Parcel No. 4720/006, a City parcel located at 1 Cashmere Street, San Francisco,
6 California, for its improvement and maintenance; 2) adopting findings that the
7 conveyance is in conformity with the City's General Plan Referral, as required by
8 Section 4.105 of the Charter and Section 2A.53 of the Administrative Code, and is
9 consistent with the Eight Priority Policies of City Planning Code Section 101.1; 3)
10 adopting that the Department of City Planning determined that the project was
11 evaluated in the Hunters View Redevelopment Project Environmental Impact Report
12 (Case No. 2007.0168E) and certified on June 12, 2008; and 4) authorizing the City's
13 Acting Director of Property to execute documents, make certain modifications, and
14 take certain actions in furtherance of this Resolution.

15
16 WHEREAS, The City and County of San Francisco (City) owns certain real property
17 under the jurisdiction of the Human Services Agency (HSA) located at 1 Cashmere Street,
18 San Francisco, CA (the "Property"), that is currently leased to the Sojourner Truth School; and

19 WHEREAS, Hunters View Associates, L.P., a California limited partnership (the
20 "Grantee"), desires to obtain certain easement rights in, over and across the easement area
21 described in the Agreement Granting Easement on file with the Clerk of the Board of
22 Supervisors in File No. 120413, which is hereby declared to be a part of this resolution as if
23 set forth fully herein, for the purpose of constructing and maintaining a concrete pedestrian
24 walkway, facilities necessary to provide electrical power to the lighting and irrigation controls
25 located on the Property, and related amenities to be used by the public; and

1 WHEREAS, The Grantee shall be solely responsible for the design, construction,
2 maintenance, repair and/or replacement of any and all improvements installed, constructed, or
3 placed on the easement area by Grantee in accordance with the Agreement Granting Easement;
4 the easement area and all such improvements thereon shall be maintained in good condition
5 and repair by Grantee, in accordance with applicable laws and ordinances, at the sole expense
6 of Grantee; and Grantee shall make all reasonable efforts to keep the general area free of litter
7 and promote the use of the new pedestrian walkway for purposes of peaceable passage through
8 the easement area; and

9 WHEREAS, The City reserves and retains all rights related to the easement area,
10 including but not limited to: (i) the right at all times to post and keep posted on the property any
11 notices permitted or required by law or that City deems proper for its protection;
12 (ii) the right to use the easement area; (iii) the right to grant future easements and rights of way
13 over, across, under, along, in and upon the easement area as City shall determine; and (iv) the
14 right to maintain or install telecommunication facilities or other City facilities or property in, upon,
15 over, under, across and along the easement area; provided that such use, easements, rights of
16 way and facilities do not interfere with Grantee's rights, except as otherwise set forth in the
17 Agreement Granting Easement; and

18 WHEREAS, The Grantee shall be allowed to assign the Agreement Granting Easement
19 to the HV Community Association, Inc., a California nonprofit mutual benefit corporation, upon
20 completion of the Hunters View Redevelopment Project and lease of its initial units; and

21 WHEREAS, the Director of the Department of City Planning by letter dated October 11,
22 2011, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 120413,
23 and is hereby declared to be a part of this resolution as if set forth fully herein, found that the
24 conveyance of the necessary property rights for the project is consistent with the City's
25 General Plan and with the Eight Priority Policies of Planning Code Section 101.1 and that the

1 project was evaluated in the Hunters View Redevelopment Project Environmental Impact
2 Report (Case No. 2007.0168E, which was certified on June 12, 2008; and

3 WHEREAS, The City's HSA Director and the Acting Director of Property reviewed the
4 proposed construction of a pedestrian walkway and related amenities within the easement
5 area of the property at 1 Cashmere Street and have determined that the proposed
6 improvement work is for the public benefit with no negative impact on the Sojourner Truth
7 School; now, therefore, be it

8 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
9 hereby finds that the Agreement Granting Easement is consistent with the General Plan and
10 with the Eight Priority Policies of City Planning Code Section 101.1 for the same reasons as
11 set forth in the letter by the Director of Planning dated October 11, 2011, and hereby
12 incorporates such findings by reference as though fully set forth in this resolution; and, be it

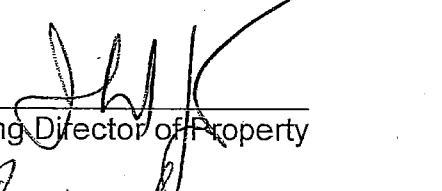
13 FURTHER RESOLVED, That in accordance with the recommendation of the HSA
14 Director and the Acting Director of Property, the Board of Supervisors hereby approves the
15 Agreement Granting Easement and the transaction contemplated thereby in substantially the
16 form of such agreement presented to the Board; and, be it

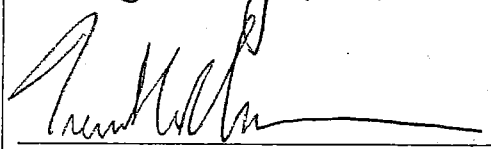
17 FURTHER RESOLVED, that the Board of Supervisors authorizes the Acting Director of
18 Property to enter into any additions, amendments or other modifications to the Agreement
19 Granting Easement (including, without limitation, the attached exhibits) that the Acting Director
20 of Property, together with the City Attorney, determine are in the best interest of the City, do
21 not decrease the revenues to the City, or do not materially increase the obligations of liabilities
22 of either the HSA or the City and are advisable to complete the transaction contemplated by
23 the Agreement Granting Easement and to effectuate the purpose and intent of this resolution,
24 such determination to be conclusively evidenced by the execution and delivery by the Acting
25

1 Director of Property of the Agreement Granting Easement and any additions or amendments
2 thereto; and be it

3 FURTHER RESOLVED, That the Acting Director of Property is hereby authorized and
4 urged in the name and on behalf of the City to execute the Agreement Granting Easement to
5 grant easement rights to the Grantee in accordance with the terms and conditions of the
6 Agreement Granting Easement, and to do any and all steps (including, but not limited to, the
7 execution and delivery of any and all certificates, agreements, notices, consents, escrow
8 instructions, closing documents and other instruments or documents) as the Acting Director of
9 Property deems necessary or appropriate pursuant to the Agreement Granting Easement or
10 to otherwise effectuate the purpose and intent of this resolution, such determination to be
11 conclusively evidenced by the execution and delivery by the Acting Director of Property of any
12 such documents.

13 RECOMMENDED:

14 
15 Acting Director of Property

16 
17 Director, Human Services Agency
18
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John Updike
Acting Director of Real Estate



April 12, 2012

Through Naomi Kelly,
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

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2012 APR 19 PM 4:49
AK

Re: APN 4720/006 - Agreement Granting Easement ("Agreement")

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing the above-captioned Agreement granting a nonexclusive perpetual easement in gross over and through the easement area within the City-owned parcel located at 1 Cashmere St., San Francisco, CA (the "Property"), under the jurisdiction of the Human Services Agency (HSA).

In addition to the Resolution, enclosed are the:

1. Agreement Granting Easement, and
2. City Planning's letter dated October 11, 2011, stating that the conveyance of the necessary property rights for the project is consistent with the City's General Plan and with the Eight Priority Policies of Planning Code Section 101.1 and that the project was evaluated in the Hunters View Redevelopment Project Environmental Impact Report (Case No. 2007.0168E), which was certified on June 12, 2008.

The proposed grantee, Hunters View Associates, L.P., a California limited partnership (the "Grantee") desires to obtain certain easement rights in, over and across the easement area described in the Agreement for the purpose of constructing and maintaining a concrete pedestrian walkway, facilities necessary to provide electrical power to the lighting and irrigation controls located on the Property, and related amenities to be used by the public.

The Grantee shall be solely responsible for the design, construction, maintenance, repair and/or replacement of any and all improvements constructed on the easement area by Grantee in accordance with the Agreement. At Grantee's sole expense, the easement area and all such improvements shall be maintained in good condition and repair by Grantee, in accordance with applicable laws and ordinances,

and Grantee shall make all reasonable efforts to keep the general area free of litter and promote the use of the new pedestrian walkway for purposes of peaceable passage through the easement area.

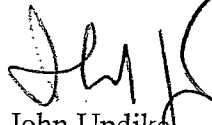
The City reserves and retains all rights related to the easement area, including but not limited to: (i) the right at all times to post and keep posted on the property any notices permitted or required by law or that City deems proper for its protection; (ii) the right to use the easement area; (iii) the right to grant future easements and rights of way over, across, under, along, in and upon the easement area as City shall determine; and (iv) the right to maintain or install telecommunication facilities or other City facilities or property in, upon, over, under, across and along the easement area; provided that such use, easements, rights of way and facilities do not interfere with Grantee's rights, except as otherwise set forth in the Agreement Granting Easement.

Upon completion of the Hunters View Redevelopment Project (see #2 above) and lease of the initial units, the Grantee shall be allowed to assign the Agreement Granting Easement to HV Community Association, Inc., a California nonprofit mutual benefit corporation.

Upon review of the proposed construction of a pedestrian walkway and related amenities within the easement area, the HSA Director and the Acting Director of Property have determined that the proposed improvement work is for the public benefit with no negative impact on the Sojourner Truth School located on the Property.

Should you have any questions or require additional information, please contact Claudine Venegas of my staff at 554-9872 or David Curto with HSA at 557-5581.

Sincerely,



John Updike
Acting Director of Property

cvh:\1cashmereboscvrtrca41212

Enclosures as stated

cc: David Curto, HSA
Evan Gross, Deputy City Attorney

**Recording requested by
and when recorded send to:**

Sanger & Olson
576 Sacramento Street, 7th Floor
San Francisco, CA 94111-3023

(Space above this line reserved for Recorder's use only)
Documentary Transfer Tax \$0

AGREEMENT GRANTING EASEMENT

This Agreement Granting Easement (the "Agreement") is executed this ____ day of _____, 2012, by and between the City and County of San Francisco, a municipal corporation ("**Grantor**"), and Hunters View Associates, L.P., a California limited partnership ("**Grantee**").

RECITALS

- A. Grantor is the owner of certain real property situated in the City and County of San Francisco, California, as more particularly described in Exhibit A attached hereto (the "Property")
- B. Grantee desires to obtain, and Grantor is willing to grant to Grantee, and its successors and assigns, certain easements in, to, over and across the Easement Area (defined below), as more specifically set forth herein, for the purpose of permitting the installation of a pedestrian walkway and related amenities for public use.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby quitclaims to Grantee and its agents, employees, representatives, contractors, and invitees (collectively, its "**Agents**"), and Grantee hereby accepts, the following easements (collectively, the "Easements") over and through that portion of the Property depicted in Exhibit B (the "**Easement Area**"):

(a) **Perpetual Easement.** A non-exclusive, perpetual easement in gross over and through the Easement Area for the improvement and maintenance of the Easement Area in accordance with the terms hereof. Grantee shall improve (or cause its Agents to improve) the Easement Area in accordance with the plans approved by the Grantor and attached hereto as Exhibit C (the "Approved Plans"). Grantee's right and obligation to improve the Easement Area shall include the right to remove existing trees, fencing and other improvements currently located on the Easement Area, as well as the right to construct, install, maintain, inspect, reconstruct, remove and use: (i) a concrete walkway to be used by the public for pedestrian traffic only, which walkway shall

include steel handrails, retaining walls, lighting, fencing, landscaping, irrigation, and (ii) all facilities necessary to provide electrical power to the lighting and irrigation controls located on the Easement Area (the "Electrical Facilities"). Grantee must obtain Grantor's prior written consent to any material modification to the Approved Plans.

(b) **Temporary Construction Easement.** A temporary easement over and through the Easement Area as necessary for the purpose of constructing the improvements shown on the Approved Plans, including pedestrian and vehicular ingress and egress for such purposes. This temporary easement shall terminate upon the filing and recordation by Grantee of a notice of completion for the completion of the improvements to the Easement Area contemplated by the Approved Plans.

(c) **Rights Reserved to Grantor; Removal or Relocation of Electrical Facilities.** Notwithstanding anything to the contrary in this Agreement, Grantor reserves and retains all rights relating to the Easement Area, including but not limited to: (i) the right to use the Easement Area; (ii) the right to grant future easements and rights of way over, across, under, along, in and upon the Easement Area as Grantor shall determine; and (iii) the right to maintain or install telecommunication facilities or other Grantor facilities or property in, upon, over, under, across and along the Easement Area; provided that, except with respect to the Electrical Facilities, such use, easements, rights of way and facilities do not interfere with Grantee's rights set forth above. In the event City determines that its use of the Easement Area require relocation or modification of the Electrical Facilities, Grantee, at Grantee's expense, shall remove (or shall cause its Agents to remove) the Electrical Facilities from the Property within 30 calendar days of receipt of written notice from Grantor to do so or such longer period as approved by Grantor. In such an event, Grantor shall use commercially reasonable efforts to identify a location on the Easement Area or Property where the Grantee may relocate the Electrical Facilities, and if a feasible location can be identified (as determined by Grantor in its reasonable discretion), Grantee shall have the right to relocate (or cause its Agents to relocate) the Electrical Facilities at its sole expense. Grantor shall not be responsible for costs or expenses involved in relocating the Electrical Facilities, in the event the Electrical Facilities may be relocated or for any other cost or inconvenience to Grantee or its Agents. If applicable, Grantee shall perform the relocation work in a manner and at times reasonably satisfactory to Grantor. If Grantee fails to perform such work, Grantor may terminate this Agreement.

2. **As-Is Acceptance/No Representations.** Grantee acknowledges and agrees that neither Grantor nor any of its agents have made, and Grantor hereby disclaims, any representations or warranties, express or implied, concerning the Easement Area. Grantor shall have no responsibility or liability of any kind with respect to Grantee's use of the Easement Area. Grantee accepts use of the Easement Area in its "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws governing the use, occupancy, management, operation and possession of the Easement Area. Without limiting the foregoing, this Agreement is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Property, or any portion thereof, whether or not of record. Grantor shall have no obligation to maintain the Easement Area or any portion thereof. Grantee shall bear all costs or expenses of any kind or nature in connection with its use of the Easement Area.

3. **Maintenance and Repair; Liens.** Grantee shall be solely responsible for the design, construction, maintenance, repair and/or replacement of any and all improvements installed, constructed, or placed on the Easement Area by Grantee in accordance with this Agreement. The Easement Area and all such improvements thereon shall be maintained in good condition and repair by Grantee, in accordance with applicable laws and ordinances, at the sole expense of Grantee. Grantee shall also make reasonable efforts to keep the general area free of litter and from public use, and promote the use of the new pedestrian walkway for purposes of peaceable passage through the Easement Area. If any portion of the Easement Area or any facilities thereon is damaged by Grantee, Grantee shall immediately, at its sole cost, repair (or cause its Agents to repair) any and all such damage. Grantee shall keep the Easement Area free from any liens arising out of any work performed, material furnished or obligations incurred by or on behalf of Grantee. In the event Grantee does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Grantor shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by Grantor and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Grantor by Grantee upon demand. Grantor shall have the right at all times to post and keep posted on the Property any notices permitted or required by law or that Grantor deems proper for its protection.

4. **Hazardous Material.** Grantee shall not cause, nor shall Grantee allow any of its agents or invitees to cause, any hazardous material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Easement Area or the Property. Grantee shall immediately notify Grantor when Grantee learns of, or has reason to believe that, a release of hazardous material has occurred in, on or about the Easement Area or the Property. In the event that Grantee or its agents or invitees cause a release of hazardous material, Grantee shall, without cost to Grantor and in accordance with all laws and regulations, return the property to the condition immediately prior to the release.

5. **Termination.** The Easements shall terminate, at Grantor's option, in the event that Grantee fails to comply with any of the terms or conditions of this Agreement and fails to cure such non-compliance within thirty (30) days after notice by Grantor, or in the event that Grantor determines such noncompliance cannot be cured within said thirty (30) day period, then in such additional period that is reasonably necessary to effectuate a cure provided that Grantee commences the cure within said thirty (30) period and diligently pursues same to completion. Additionally, Grantor may immediately terminate the Easements by notice to Grantee upon Grantee's discontinuance of the use or abandonment of the Easement Area for fifteen (15) consecutive days. Upon any such termination, Grantee shall execute and deliver to Grantor a recordable quitclaim deed with respect to the Easement Area, effective as of the termination.

6. **Insurance.** Grantee shall procure and keep, or cause its contractors accessing the Easement Area (each, an "Accessing Party") to procure and keep, in effect at all times during the term of this Agreement insurance coverage meeting the requirements of Exhibit D, attached hereto, and shall provide evidence of such compliance that is reasonably satisfactory to Grantor prior to allowing any

Accessing Party to access the Easement Area. Grantee's compliance with the provisions of this Section shall in no way relieve or decrease Grantee's indemnification obligations under this Agreement or any of Grantee's other obligations hereunder.

7. **Compliance with Laws.** Grantee shall, at its expense, comply with all laws, regulations, ordinances and orders of any governmental or other regulatory entity and all covenants, restrictions and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties, in its use of the Easement Area.

8. **Indemnity.** Grantee shall indemnify, defend, reimburse and hold harmless Grantor, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of or relating to Grantee's or its agents or employees use of the Easement Area, excluding any claims to the extent they result from the intentional acts or negligence of Grantor, its officers, agents, employees and contractors. Grantee acknowledges and agrees that it has an immediate and independent obligation to defend Grantor from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs. Grantee's obligations under this Section shall survive the termination of this Agreement.

9. **Taxes.** Grantee recognizes and understands that the Easements may create a possessory interest subject to property taxation and that Grantee may be subject to the payment of property taxes levied on such interest. Grantee further recognizes and understands that any transfer or assignment may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Grantee's usage of the Easement Area, all of which shall be paid when the same become due and payable and before delinquency.

10. **Run With the Land.** This Agreement shall run with the land, and all obligations and covenants set forth herein, including but not limited to the releases and indemnities, shall be binding on and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

11. **Assignment of Agreement.** Upon completion of the work described in Section 1 above, Grantee shall be permitted to assign this Agreement and all of the rights and obligations hereunder to HV Community Association, Inc., a California nonprofit mutual benefit corporation.

11. **General Provisions.** (a) This Agreement may be amended or modified only by a writing signed by both parties. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument contains the entire agreement between the parties with respect to the matters contained herein and all prior negotiations, discussions, understandings and agreements are merged herein. (d) This Agreement may be executed in any number of counterparts, all of which will constitute but one agreement. (e)

This Agreement shall be governed by California law and San Francisco's Charter. (f) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience, notwithstanding Grantor or Grantee's use of its own attorneys. (g) This Easement does not create a partnership or joint venture between Grantor and Grantee as to any activity conducted by Grantee on, in or relating to the Easement Area. (h) Grantor's obligations hereunder are contingent upon approval of this instrument by San Francisco's HSA Commission, Board of Supervisors and Mayor, each in their respective sole discretion, and this Agreement shall be null and void if any such approval is not obtained.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

GRANTOR:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and
through the Department of Real Estate

By: _____
John Updike, Acting Director

GRANTEE:

Hunters View Associates, L.P.,
a California limited partnership

By: John A. Ania
Its: Managing General Partner

DESCRIPTION APPROVED/CHECKED:

San Francisco Engineer

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

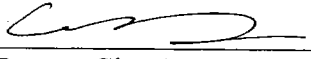
By: _____
Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

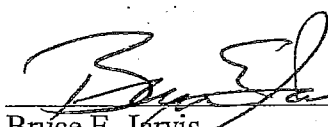
Lying within the City of San Francisco, County of San Francisco, State of California, and being a portion of Lot 6 of Block 4720 as shown on that map of The New Hunters Point Community Unit 1 recorded in Book 1 of Parcel Maps, Pages 32-42, Official Records of the City and County of San Francisco and being more particularly described as follows:

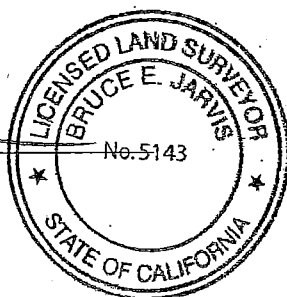
Commencing at the most northerly corner of Lot 5 of said map of The New Hunters Point Community Unit 1, said point being distant South 2°20'29" East, 409.29 feet from a found City of San Francisco centerline well monument marking the southerly terminus of a course shown as North 23°45'35" East, 120.917 feet along the centerline of Keith Street, as shown on that map of The New Hunters Point Community Unit 1, recorded in Book W of Parcel Maps, at Pages 36-39, Official Records of the City and County of San Francisco; thence along the northerly line of Lot 5, South 54°28'21" East, 24.57 feet to the Point of Beginning, said point being the most northerly corner of Lot 6; thence along the northerly line of Lot 6, South 54°28'21" East, 8.43 feet; thence leaving said northerly line South 35°31'39" West, 29.01 feet; thence South 48°43'55" West, 53.99 feet; thence South 31°59'41" East, 2.12 feet; thence South 58°00'19" West, 13.00 feet to the Right of Way line of Cashmere Street, as shown on said Map Book 1, thence along the Right of Way of Cashmere Street, on a non-tangent curve, concave to the southwest, from which a radial line bears South 58°19'55" West, having a radius of 40.00 feet, a central angle of 6°49'21", a length of 4.76 feet to the most northwesterly corner of said Lot 6; thence leaving said Right of Way, North 42°18'26" East, 93.52 feet along the northwesterly line of Lot 6 to the Point of Beginning.

Containing 837 sq. ft.±

See Exhibit 'B' for graphic depiction.

This description prepared by Carlile • Macy.


Bruce E. Jarvis
PLS 5143



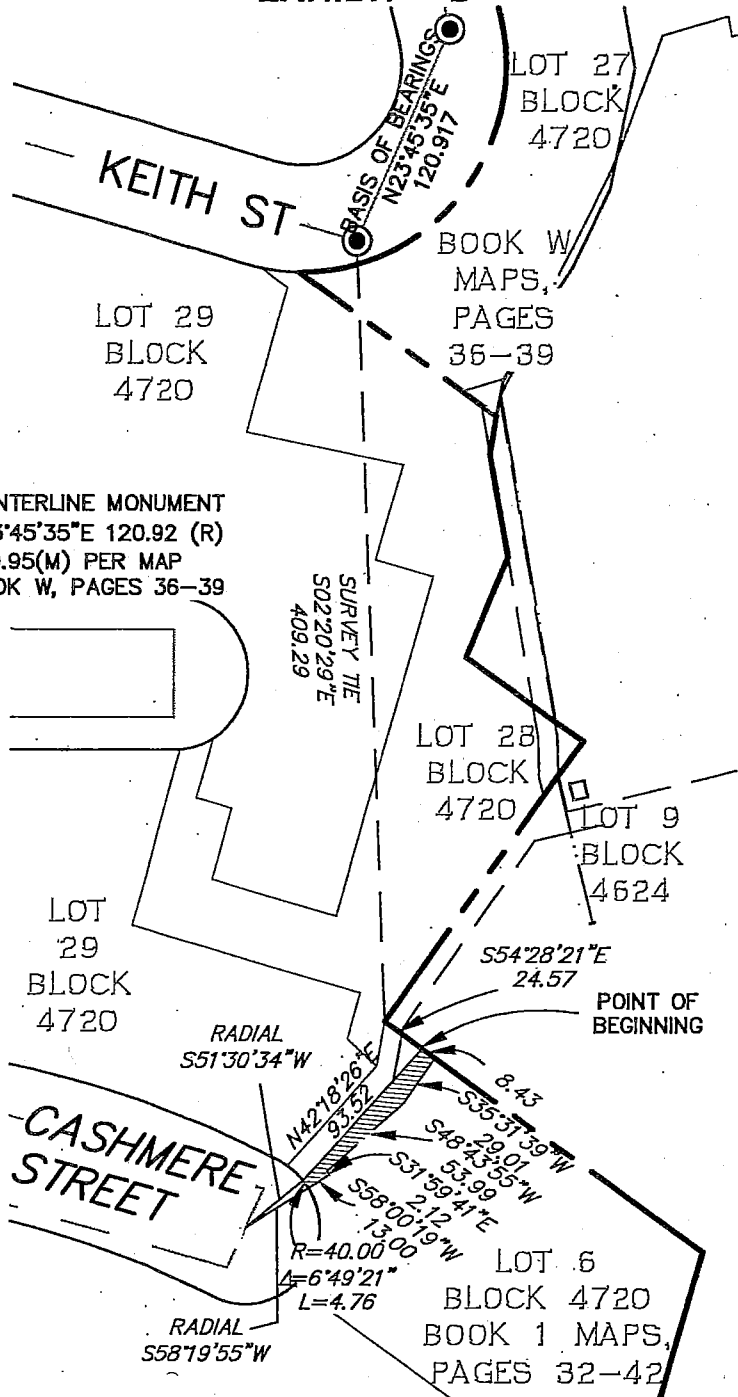
04/02/2012
Date

END OF DESCRIPTION

EXHIBIT "B"

LEGEND

● FND CITY OF SF CENTERLINE MONUMENT
BASIS OF BEARINGS: N23°45'35"E 120.92 (R)
120.95(M) PER MAP
BOOK W, PAGES 36-39



THIS EXHIBIT IS FOR GRAPHIC
PURPOSES ONLY, ANY ERRORS
OR OMISSIONS SHALL NOT
AFFECT THE DEED DESCRIPTION

S26, T2S, R5W M.D.M.

AUTHORITY: SUBDIVISION

OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SAN FRANCISCO		
EQUAL OPPORTUNITY COUNCIL SOJOURNER TRUTH CHILDCARE 25 VAN NESS AVENUE SAN FRANCISCO CA 94102	AREA 851 Sq. Ft.	ACCESS EASEMENT E.O.C. SOJOURNER TRUTH-TO HUNTERS VIEW COMMUNITY ASSOCIATION		
A.P. No. 4720-006		Scale: 1"=100'		Date: 11-12-10
O.R. No. _____	CITY ACQUISITION DEED	DWN. PCR	APPROVED	
O.R. No. _____	O.R. _____	CHK. BEJ	FILE NO. R-	

□
□
-----□

□
Parcel name: ESMT-ACCESSLOT6□

North: 6371.26 East : 8518.12 □
Line Course: S 54-28-21 E Length: 8.43 □
North: 6366.36 East : 8524.98 □
Line Course: S 35-31-39 W Length: 29.01 □
North: 6342.75 East : 8508.12 □
Line Course: S 48-43-55 W Length: 53.99 □
North: 6307.14 East : 8467.54 □
Line Course: S 31-59-41 E Length: 2.12 □
North: 6305.34 East : 8468.66 □
Line Course: S 58-00-19 W Length: 13.00 □
North: 6298.45 East : 8457.64 □
Curve Length: 4.76 Radius: 40.00 □
Delta: 6-49-21 Tangent: 2.38 □
Chord: 4.76 Course: N 35-04-46 W□
Course In: S 58-19-55 W Course Out: N 51-30-34 E□
RP North: 6277.46 East : 8423.59 □
End North: 6302.35 East : 8454.90 □
Line Course: N 42-32-00 E Length: 93.52 □
North: 6371.26 East : 8518.12 □

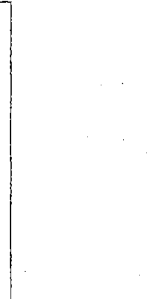
□ Perimeter: 204.83 Area: 851 sq. ft. 0.02 acres□

□ Mapcheck Closure - (Uses listed courses, radii, and deltas)□

Error Closure: 0.01 Course: N 55-40-51 E□
Error North: 0.004 East : 0.006 □

Precision 1: 20,483.00 □

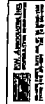
EXHIBIT C
Approved Plans



1. ALL CONDUIT SHALL BE 1" CSO
2. ALL CONDUCTORS SHALL BE #10 THIN, COPPERS.
3. SEE FUTURE MOUNTING IN LANDSCAPE DRAWING.

PROJECT TITLE
HUNTERS VIEW, PHASE 1A
San Francisco, California
location

CASHMERE
PEDESTRIAN
CONNECTION
14 West Field Road
San Francisco, CA 94114
Architect



RECEIVED
JUL 11 2011
CASHMERE PEDESTRIAN CONNECTION



TITLE 24 - LIGHTING
Drawn By: PMA-TEAM
Checked By: EV
Scale: NONE
Sheet: E-3

CERTIFICATE OF COMPLIANCE
PROJECT: HUNTERS VIEW, PHASE 1A
DATE: 12-21-10

SECTION 1: GENERAL INFORMATION

1. PROJECT NAME: HUNTERS VIEW, PHASE 1A
2. PROJECT LOCATION: 14 West Field Road, San Francisco, CA 94114
3. PROJECT TYPE: PEDESTRIAN CONNECTION
4. PROJECT OWNER: CASHMERE PEDESTRIAN CONNECTION
5. PROJECT ARCHITECT: 14 West Field Road, San Francisco, CA 94114

SECTION 2: COMPLIANCE CHECKLIST

Item	Compliance	Notes
1. Accessible Route	Yes	
2. Clear Width	Yes	
3. Clear Height	Yes	
4. Surface	Yes	
5. Slope	Yes	
6. Cross Slope	Yes	
7. Edge of Path	Yes	
8. Obstacles	Yes	
9. Signage	Yes	
10. Lighting	Yes	
11. Security	Yes	
12. Maintenance	Yes	
13. Safety	Yes	
14. Accessibility	Yes	
15. Other	Yes	

SECTION 3: SIGNATURES

Prepared By: [Signature]
Checked By: [Signature]
Approved By: [Signature]

CERTIFICATE OF COMPLIANCE
PROJECT: HUNTERS VIEW, PHASE 1A
DATE: 12-21-10

SECTION 1: GENERAL INFORMATION

1. PROJECT NAME: HUNTERS VIEW, PHASE 1A
2. PROJECT LOCATION: 14 West Field Road, San Francisco, CA 94114
3. PROJECT TYPE: PEDESTRIAN CONNECTION
4. PROJECT OWNER: CASHMERE PEDESTRIAN CONNECTION
5. PROJECT ARCHITECT: 14 West Field Road, San Francisco, CA 94114

SECTION 2: COMPLIANCE CHECKLIST

Item	Compliance	Notes
1. Accessible Route	Yes	
2. Clear Width	Yes	
3. Clear Height	Yes	
4. Surface	Yes	
5. Slope	Yes	
6. Cross Slope	Yes	
7. Edge of Path	Yes	
8. Obstacles	Yes	
9. Signage	Yes	
10. Lighting	Yes	
11. Security	Yes	
12. Maintenance	Yes	
13. Safety	Yes	
14. Accessibility	Yes	
15. Other	Yes	

SECTION 3: SIGNATURES

Prepared By: [Signature]
Checked By: [Signature]
Approved By: [Signature]

CERTIFICATE OF COMPLIANCE
PROJECT: HUNTERS VIEW, PHASE 1A
DATE: 12-21-10

SECTION 1: GENERAL INFORMATION

1. PROJECT NAME: HUNTERS VIEW, PHASE 1A
2. PROJECT LOCATION: 14 West Field Road, San Francisco, CA 94114
3. PROJECT TYPE: PEDESTRIAN CONNECTION
4. PROJECT OWNER: CASHMERE PEDESTRIAN CONNECTION
5. PROJECT ARCHITECT: 14 West Field Road, San Francisco, CA 94114

SECTION 2: COMPLIANCE CHECKLIST

Item	Compliance	Notes
1. Accessible Route	Yes	
2. Clear Width	Yes	
3. Clear Height	Yes	
4. Surface	Yes	
5. Slope	Yes	
6. Cross Slope	Yes	
7. Edge of Path	Yes	
8. Obstacles	Yes	
9. Signage	Yes	
10. Lighting	Yes	
11. Security	Yes	
12. Maintenance	Yes	
13. Safety	Yes	
14. Accessibility	Yes	
15. Other	Yes	

SECTION 3: SIGNATURES

Prepared By: [Signature]
Checked By: [Signature]
Approved By: [Signature]

CERTIFICATE OF COMPLIANCE
PROJECT: HUNTERS VIEW, PHASE 1A
DATE: 12-21-10

SECTION 1: GENERAL INFORMATION

1. PROJECT NAME: HUNTERS VIEW, PHASE 1A
2. PROJECT LOCATION: 14 West Field Road, San Francisco, CA 94114
3. PROJECT TYPE: PEDESTRIAN CONNECTION
4. PROJECT OWNER: CASHMERE PEDESTRIAN CONNECTION
5. PROJECT ARCHITECT: 14 West Field Road, San Francisco, CA 94114

SECTION 2: COMPLIANCE CHECKLIST

Item	Compliance	Notes
1. Accessible Route	Yes	
2. Clear Width	Yes	
3. Clear Height	Yes	
4. Surface	Yes	
5. Slope	Yes	
6. Cross Slope	Yes	
7. Edge of Path	Yes	
8. Obstacles	Yes	
9. Signage	Yes	
10. Lighting	Yes	
11. Security	Yes	
12. Maintenance	Yes	
13. Safety	Yes	
14. Accessibility	Yes	
15. Other	Yes	

SECTION 3: SIGNATURES

Prepared By: [Signature]
Checked By: [Signature]
Approved By: [Signature]

OUTDOOR LIGHTING WORKSHEET
PROJECT: HUNTERS VIEW, PHASE 1A
DATE: 12-21-10

SECTION 1: GENERAL INFORMATION

1. PROJECT NAME: HUNTERS VIEW, PHASE 1A
2. PROJECT LOCATION: 14 West Field Road, San Francisco, CA 94114
3. PROJECT TYPE: PEDESTRIAN CONNECTION
4. PROJECT OWNER: CASHMERE PEDESTRIAN CONNECTION
5. PROJECT ARCHITECT: 14 West Field Road, San Francisco, CA 94114

SECTION 2: LIGHTING REQUIREMENTS

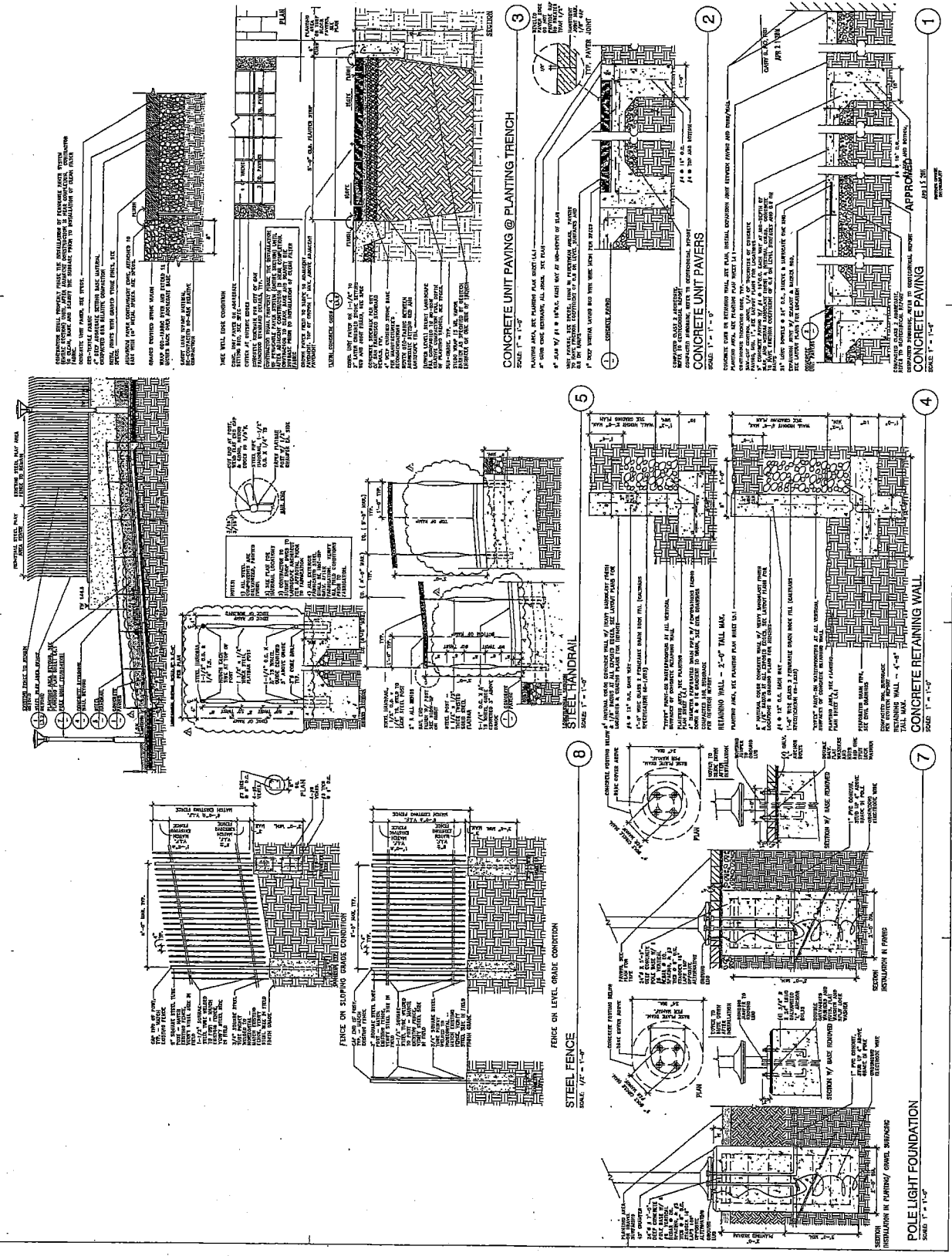
Item	Requirement	Notes
1. Illuminance	10 foot-candles	
2. Uniformity	0.5:1	
3. Glare	GL16	
4. Color Rendering Index (CRI)	90	
5. Light Source	LED	
6. Fixture Type	Recessed	
7. Mounting Height	8 feet	
8. Beam Spread	30 degrees	
9. Output	100 lumens	
10. Efficiency	100 lm/w	
11. Life Span	50,000 hours	
12. Dimming	Yes	
13. Control System	0-10V	
14. Sensor	PIR	
15. Other	Yes	

SECTION 3: SIGNATURES

Prepared By: [Signature]
Checked By: [Signature]
Approved By: [Signature]



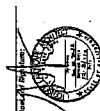




**CASHMERE
PEDESTRIAN
CONNECTION**

REC'D
JAN 17 1961
U.S. AIR FORCE
RECEIVED

GLS INTEGRATED
ARCHITECTURE
17000 West 28th, Suite 100, Denver, CO 80231
303.751.1234 • www.gls-arch.com • info@glsl.com

[illegible]

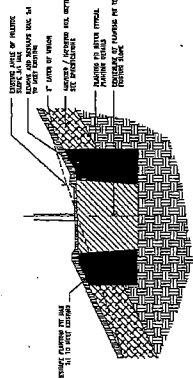
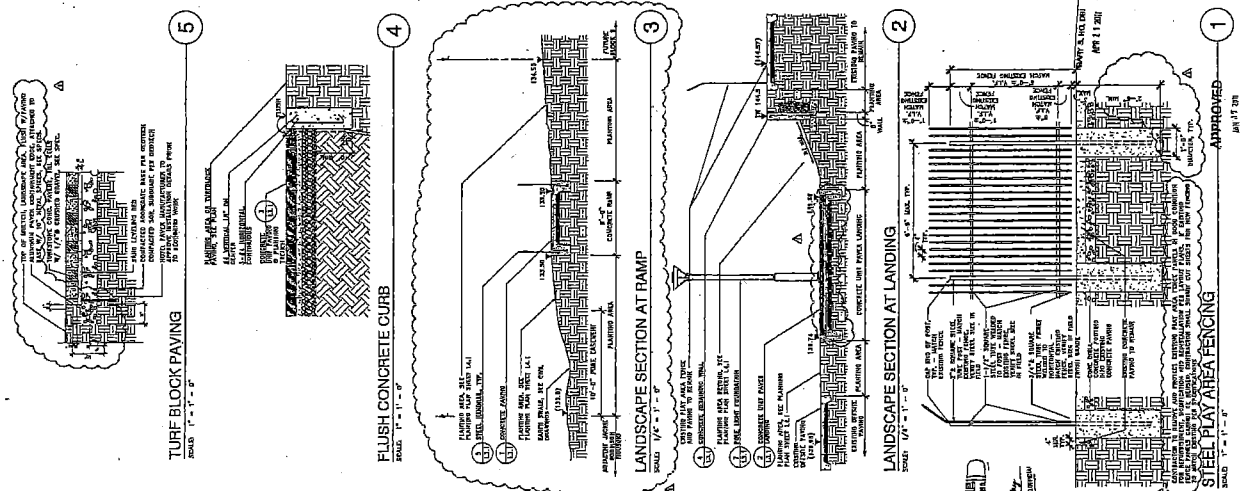
DETAILS

Drawn By: _____

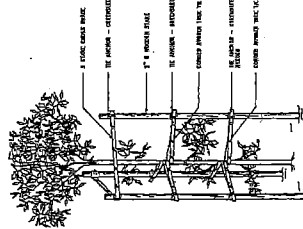
Checked By: _____

Scale: _____ **AS NOTED**

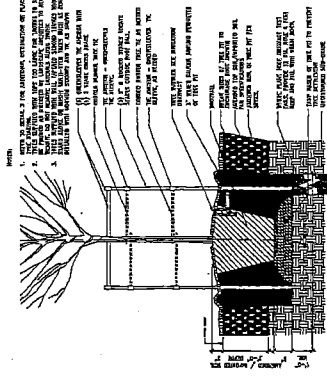
3.2



PLANTING ON SLOPE



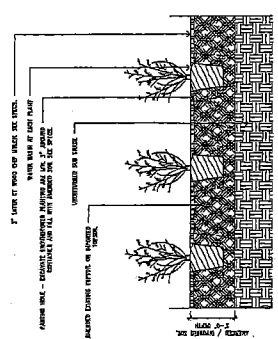
7
TREE STAKING
SONG HYS



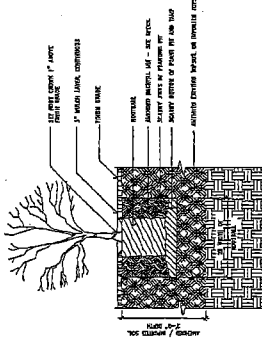
TREE PLANTING
SOULS: 1175 **6**

[illegible]

PLANT SPACING



GROUND COVER PLANTING



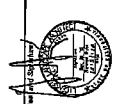
SHRUB PLANTING

PROJECT TITLE
HUNTERS VIEW, PHASE 1A
San Francisco, California
location

CASHMERE
PEDESTRIAN
CONNECTION
98 West Point Blvd /
1A Cashmere Court /
ADDRESS

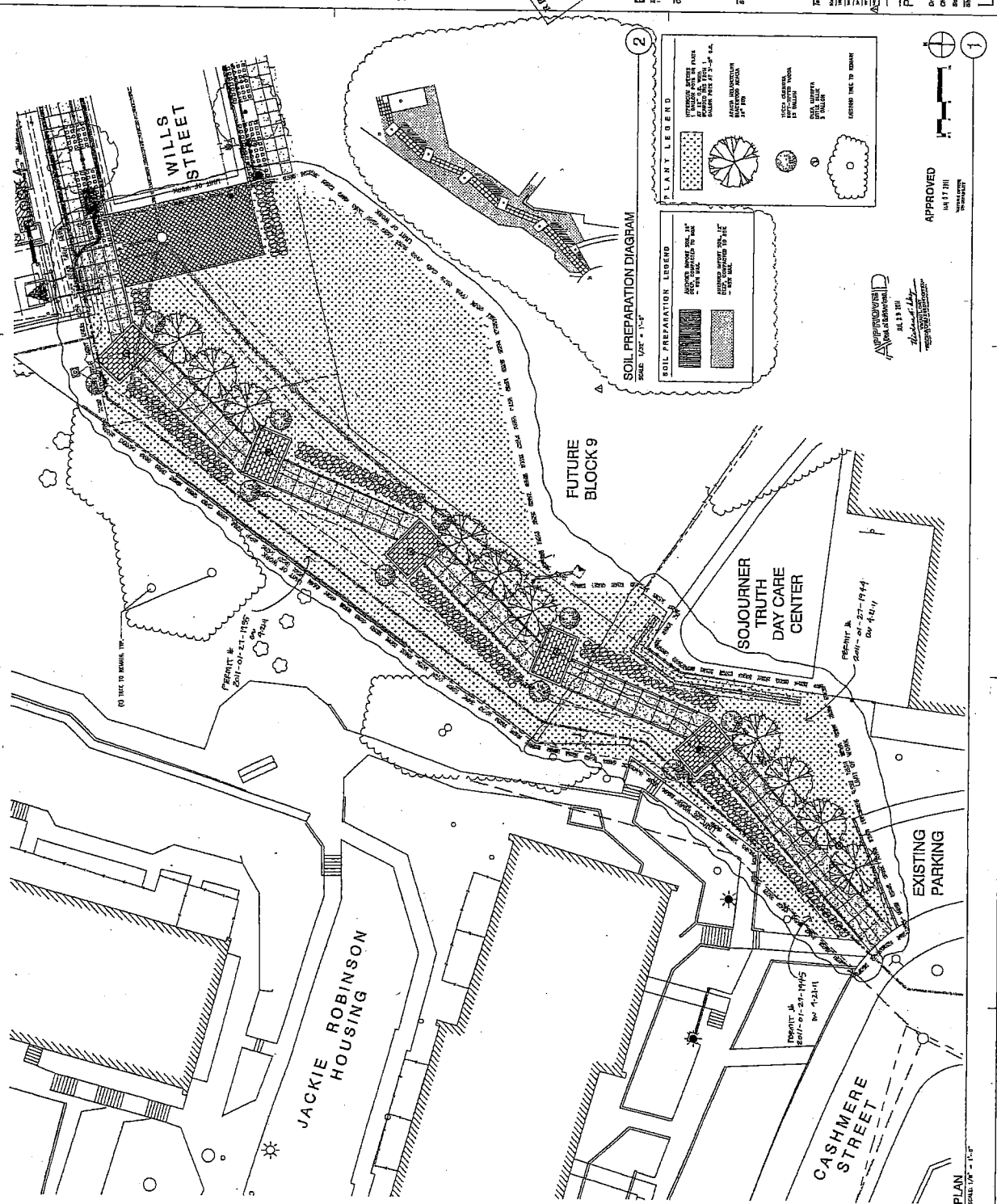


GLS
Landscape Architecture
1000 Market Street, Suite 100
San Francisco, CA 94102
Phone: (415) 774-1111
Fax: (415) 774-1112
www.gls-la.com



DATE	DESCRIPTION
10/1/14	Final Plan
9/1/14	Revised Plan
8/1/14	Initial Plan

PLANTING PLAN
Drawn by: [Signature]
Checked by: [Signature]
Scale: 1" = 10'-0"
Sheet: 1 of 1
L4.1



PROJECT TITLE
HUNTERS VIEW, PHASE 1A
San Francisco, California
location

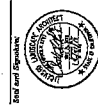
CASHMERE
BURSTMAN
CONNECTION
18 Red Point Road /
1A Conference Court /
1 Conference Court



GLS
General Land Survey
18 Red Point Road /
1A Conference Court /
1 Conference Court

18 Red Point Road /
1A Conference Court /
1 Conference Court

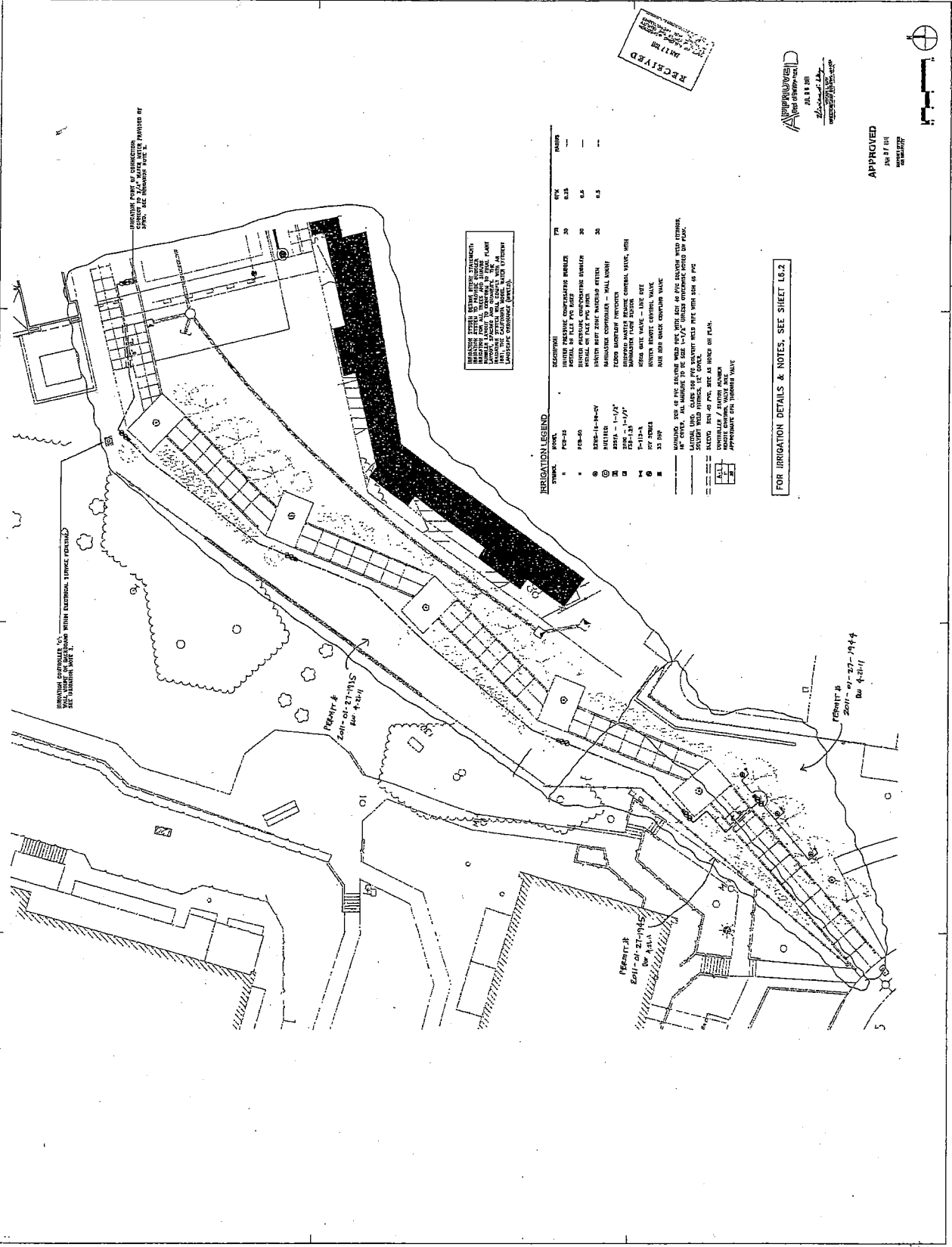
18 Red Point Road /
1A Conference Court /
1 Conference Court



18 Red Point Road /
1A Conference Court /
1 Conference Court

18 Red Point Road /
1A Conference Court /
1 Conference Court

L5.1



IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
1. ALL PIPING SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.
2. ALL VALVES SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.
3. ALL PIPING SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.
4. ALL VALVES SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.
5. ALL PIPING SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.
6. ALL VALVES SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.
7. ALL PIPING SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.
8. ALL VALVES SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.
9. ALL PIPING SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.
10. ALL VALVES SHALL BE 1/2" OR LARGER UNLESS OTHERWISE NOTED.

IRRIGATION LEGEND

SYMBOL	NOTES	QUANTITY	UNIT
1	1/2" PIPING	30	FT
2	1/2" PIPING	30	FT
3	1/2" PIPING	30	FT
4	1/2" PIPING	30	FT
5	1/2" PIPING	30	FT
6	1/2" PIPING	30	FT
7	1/2" PIPING	30	FT
8	1/2" PIPING	30	FT
9	1/2" PIPING	30	FT
10	1/2" PIPING	30	FT
11	1/2" PIPING	30	FT
12	1/2" PIPING	30	FT
13	1/2" PIPING	30	FT
14	1/2" PIPING	30	FT
15	1/2" PIPING	30	FT
16	1/2" PIPING	30	FT
17	1/2" PIPING	30	FT
18	1/2" PIPING	30	FT
19	1/2" PIPING	30	FT
20	1/2" PIPING	30	FT
21	1/2" PIPING	30	FT
22	1/2" PIPING	30	FT
23	1/2" PIPING	30	FT
24	1/2" PIPING	30	FT
25	1/2" PIPING	30	FT
26	1/2" PIPING	30	FT
27	1/2" PIPING	30	FT
28	1/2" PIPING	30	FT
29	1/2" PIPING	30	FT
30	1/2" PIPING	30	FT

FOR IRRIGATION DETAILS & NOTES, SEE SHEET L6.2

APPROVED
JUN 27 2011
WATERLOO



EXHIBIT D
Insurance Requirements

- Grantee and each Accessing Party shall obtain and maintain in full force and effect for the duration of this Agreement, with responsible insurance carriers authorized to do business in California, insurance of the following types, with limits and terms and conditions as set forth below.
 1. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory or province having jurisdiction over Accessing Party's employees and Employer's Liability Insurance with minimum limits of \$1,000,000 per accident, \$1,000,000 disease-policy limit and \$1,000,000 disease-per employee.
 2. Commercial General Liability Insurance written on ISO occurrence form (CG 00 01 12 07) or equivalent with a minimum combined single limit of liability of \$2,000,000 each occurrence and \$2,000,000 General Aggregate for bodily injury and property damage and a minimum limit of liability of \$2,000,000 each occurrence for products/completed operations liability. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three years following the notice of completion for the improvements contemplated hereunder. The insurance shall include the following coverages: Premises - Operations, Independent Contractors and Subcontractors Protective; Contractual Liability (Broad Form) including Third-Party Coverage; Explosion, Collapse and Underground Hazard; and Personal Injury coverage. The policy shall be endorsed to name Grantor, including its agents, employees, representatives, successors or assigns as additional insureds. Such endorsement shall be made upon ISO Endorsement CG 20 10 10 01 or equivalent, "Additional Insured - Owners, Lessees or Contractors-Scheduled Person or Organization" or by blanket endorsement.
 3. Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$2,000,000 per occurrence. This policy shall be endorsed to name Grantor, including its agents, employees, representatives, successors and assigns, as additional insureds.
- Grantee and each Accessing Party shall cause all of their insurers to waive their rights of subrogation against Grantor and its agents, employees, representatives, successors and assigns, for losses or claims for bodily injury, property damage or other insured claims arising out of Grantee or Accessing Party's performance under this Agreement.
- Certificates of Insurance satisfactory in form to Grantor (ACCORD form or equivalent) shall be supplied to Grantor evidencing that the insurance with the specified conditions required in this Agreement is in force, and that the waivers of subrogation are in force.
- All insurance policies required to be maintained by Grantee hereunder shall be endorsed to provide for thirty days (30) prior written notice of cancellation for any reason, intended non-renewal, or reduction of coverage to the Grantor.

- The insurance coverages required of Grantee and each Accessing Party in this Agreement shall be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by Grantee or Accessing Party. All Liability Insurance policies shall contain Cross Liability coverage via a Separation of Insureds clause. The fact that Grantee has obtained the insurance required in this Agreement shall in no manner lessen nor affect Grantee's other obligations or liabilities set forth in this Agreement.
- Any deductibles or self-insured retentions must be declared to and approved by Grantor. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability.



SAN FRANCISCO PLANNING DEPARTMENT

October 11, 2011

John Updike
Real Estate Division
25 Van Ness Avenue, No. 400
San Francisco, CA 94102

RECEIVED
OCT 14 2011
REAL ESTATE DIV.

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

RE: CASE NO. 2011.1063R
HUNTERS VIEW – CASHMERE PEDESTRIAN PATH

Dear Mr. Updike:

On September 19, 2011, the Department received your request for a General Plan Referral for a permanent public easement across a City-owned property to accommodate a newly designed pedestrian path from Cashmere Street to the head of the newly configured Wills Street as part of the revitalization of Hunters View housing development. The General Plan Referral is required by Section 4.105 of the Charter and Section 2A.53 of the Administrative Code. The project is, on balance, in conformity with the San Francisco General Plan, as described in the attached Case Report (Attachment 2).

Hunters View is located in the Bayview Hunters Point neighborhood, around the intersection of West Point Road and Middle Point Road, and contains (as its initial phase of development) Assessor's Block 4624, Lots 003, 004, 009; 4720, 027. The subject parcel 4720 / 006 fronts on Cashmere Street westward of the Hunters Point boundaries. The parcel would be used for a publicly accessible pedestrian path connecting the currently insular housing project to the Hunters Point Hill street network and the 54 Bus.

The Planning Commission approved the program for Hunters View on June 12, 2008 by Motion Number 17621, Case No. 2007.0168CTZ. This action was followed by Board of Supervisors approval on August 4, 2008 by Ordinance Number 00-08. On December 10, 2008, the Planning Department issued a General Plan Referral Letter finding that street vacation, tentative and final maps, and acceptance of facilities are in conformance with the General Plan. This General Plan Referral is for public easements and public improvements related to the Cashmere pedestrian path not included in the original General Plan Referral.

CONFORMITY WITH THE GENERAL PLAN

The Cashmere Street pedestrian path would require a public easement across Assessor's Block 4720 Lot 006 (the location of the Sojourner Truth School), as well as a minor easement across Lot 005 (the Jackie Robinson affordable housing).

The new pedestrian path would include a ramp from Cashmere down to the head of a newly configured Wills Street ramping roughly 250 feet long between elevations of 145 feet and 130 feet. It would feature landscaping ground cover, shrubs and trees, pedestrian lights and accessible hand rails. The project would include removing existing metal spiked fences on its north, and relocating a small section of existing fencing along the Sojourner Truth School playground, thereby removing a minor amount of square footage from within the daycare open space. Except for the portion being removed and replaced, the existing fencing around the playground is outside of the scope of the project.

On October 6, 2011 the Department determined that the project was evaluated in the Hunters View Redevelopment Project Environmental Impact Report (Case No. 2007.0168E), which was certified on June 12, 2008.

The project has been reviewed for consistency with the General Plan policies and with the Eight Priority Policies of the Planning Code Section 101.1 and the findings are attached (Attachment 2).

Sincerely,



John Rahaim
Director of Planning

Attachments:

1. General Plan Case Report
2. Planning Code Sec. 101.1(b) Priority Policies

cc M. Snyder

I:\Citywide\General Plan\General Plan Referrals\2011\2011.1063R Hunters View 1 Cashmere Street Ped Path.doc

RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 2

DEVELOP AND MAINTAIN A DIVERSIFIED AND BALANCED CITYWIDE SYSTEM OF HIGH QUALITY PUBLIC OPEN SPACE.

OBJECTIVE 4:

PROVIDE OPPORTUNITIES FOR RECREATION AND THE ENJOYMENT OF OPEN SPACE IN EVERY SAN FRANCISCO NEIGHBORHOOD.

The project will include a new pedestrian pathway from the project site to the existing street and open space network.

URBAN DESIGN ELEMENT

OBJECTIVE 1:

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

POLICY 1.9

Increase the clarity of routes for travelers.

OBJECTIVE 4

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY.

POLICY 4.4

Design walkways and parking facilities to minimize danger to pedestrians.

POLICY 4.12

Install, promote and maintain landscaping in public and private areas.

POLICY 4.13

Improve pedestrian areas by providing human scale and interest.

The pedestrian path will help further divide larger scale blocks into a more manageable scale that is more easy to navigate. The path will feature special paving at its landings, lighting to match lighting elsewhere on the site, and landscaping. Existing intimidating fencing will be removed. These elements will help tie the new neighborhood fabric into existing fabric as well as contribute to a sense of place for Hunters View and Hunters Point Hill.

GENERAL PLAN CASE REPORT: ATTACHMENT 1

RE: CASE NO. 2011.1063R
HUNTERS VIEW – CASHMERE STREET PEDESTRIAN PATH

STAFF REVIEWER: MAT SNYDER

GENERAL PLAN CONSIDERATIONS

General Plan Objectives, Policies, and Principles are in **bold font**, and staff comments are in *italic font*.

HOUSING ELEMENT

OBJECTIVE 1

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

POLICY 1.2

Focus housing growth and infrastructure-necessary to support growth according to community plans. Complete planning underway in key opportunity areas such as Treasure Island, Candlestick Park and Hunter's Point Shipyard.

POLICY 1.7

Consider public health objectives when designating and promoting housing development sites.

POLICY 1.10

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

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

POLICY 12.2

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

The Cashmere pedestrian path will help achieve these objectives and policies by putting in place infrastructure that will better enable residents, workers, and visitors get around more easily by biking, walking, and by using public transportation by providing greater connectivity between the development and existing street grid, including a direct path to the Muni Bus Route 54.

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

EIGHT PRIORITY POLICIES FINDINGS: ATTACHMENT 2

RE: CASE NO. 2011.1063R
HUNTERS VIEW – CASHMERE STREET PEDESTRIAN PATH

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

1. The project would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.

The proposed project will not affect neighborhood serving uses or opportunities for employment or ownership, because there are not any existing neighborhood serving retail uses on the project site.

2. The project would have no adverse effect on the City's housing stock or on neighborhood character.

The pedestrian path would enhance neighborhood character by providing greater connectivity between a new street grid and an existing street grid. The Hunters View Housing project, which the path will serve, will provide upwards of 800 dwelling units.

3. The project would have no adverse effect on the City's supply of affordable housing.

The pedestrian path will serve a development that includes one-to-one replacement of all existing affordable housing units, as well as the development of new rental and ownership affordable housing units.

4. The project would not result in commuter traffic impeding Muni transit service or overburdening the streets or neighborhood parking.

The project would not impact roadway traffic or parking.

5. The project would not adversely affect the industrial or service sectors or future opportunities for resident employment or ownership in these sectors.

That project does not involve industrial or service sector land uses.

6. The project would have no adverse affect the City's preparedness to protect against injury and loss of life in an earthquake.

The project will create greater connectivity between the new Hunters View street grid and existing Hunters View Hill street grid. The path will be built to City standards.

7. The project would have no adverse affect on landmarks or historic buildings.

No historic structures on involved in this project.

8. The project would have no adverse affect on parks and open space or their access to sunlight and vistas.

The project does not involve existing parks or open space. The path will create greater connectivity to new open spaces being planned in conjunction with Hunters View.

I:\Citywide\General Plan\General Plan Referrals\2008\2007.0168R Hunters View 227 W. Point Road.doc