

File No. 161197

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation

Date November 28, 2016

Board of Supervisors Meeting

Date _____

Cmte Board

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Completed by: Alisa Somera Date November 23, 2016

Completed by: _____ Date _____

1 [Jurisdictional Transfer and Exchange of City Property - San Francisco Public Utilities
2 Commission - Public Works - 160 Napoleon Street - 1801 Jerrold Avenue and a Portion of
3 160 Napoleon Street]

4 **Resolution approving the jurisdictional transfer of 1801 Jerrold Avenue, Assessor's**
5 **Parcel Block No. 5281, Lot No. 001, consisting of approximately 64,340 square feet,**
6 **commonly known as the Asphalt Plant Site, currently under the jurisdiction of Public**
7 **Works (SFPW) to the San Francisco Public Utilities Commission (SFPUC), and a**
8 **portion of 160 Napoleon Street, Assessor's Parcel Block No. 4343, Lot Nos. 018 and**
9 **031, and Block No. 4346, Lot Nos. 001 and 001A, consisting of 59,132 square feet,**
10 **commonly known as the Napoleon Site, currently under the jurisdiction of the SFPUC**
11 **to the SFPW, subject to the terms and conditions of a Memorandum of Understanding**
12 **between SFPUC and SFPW; adopting environmental findings and other findings that**
13 **the actions set forth in this Resolution are consistent with the General Plan, and the**
14 **eight priority policies of Planning Code, Section 101.1; and authorizing other actions in**
15 **furtherance of this Resolution, as defined herein.**

16 WHEREAS, The City and County of San Francisco owns certain real property located
17 at 1801 Jerrold Avenue, in San Francisco, California, and known as Assessor's Parcel Block
18 No. 5281, Lot No. 001 (Asphalt Plant Site); and

19 WHEREAS, The San Francisco Public Works Department (SFPW) has jurisdiction
20 over the Asphalt Plant Site that is comprised of approximately 64,340 square feet, as
21 described and depicted on a map of the Asphalt Plant Site (Exhibit A and B) on file with the
22 Clerk of the Board of Supervisors in File No. 161197 and incorporated herein by reference;
23 and

24 WHEREAS, The SFPW is no longer using the Asphalt Plant Site for a municipal
25 asphalt plant; and

1 WHEREAS, The City and County of San Francisco owns certain real property located
2 at Block No. 4343, Lot Nos. 018 and 031 and Block No. 4346, Lot Nos. 001 and 001A
3 (SFPUC Parcels), which are bounded by Napoleon, Evans, and Cesar Chavez Streets; and

4 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has jurisdiction
5 over the SFPUC Parcels, which are subject to SFPUC easements and SFPUC subsurface
6 wastewater facilities running through sewer rights of way, as depicted on a map of the
7 SFPUC's Wastewater Restricted Area (Exhibit C) on file with the Clerk of the Board of
8 Supervisors in File No. 161197 and incorporated herein by reference; and

9 WHEREAS, The SFPUC Parcels have no surface structural improvements and the
10 SFPUC uses a portion of the SFPUC Parcels for parking and seven furnished trailers
11 (Trailers) (Exhibit F) for office use; and

12 WHEREAS, The SFPW maintains a facility for its operational vehicles, equipment and
13 storage on Cesar Chavez Street near Evans Street (SFPW Yard) which is located on a
14 portion of, and adjacent to, the SFPUC Parcels; and

15 WHEREAS, On February 22, 2000, by Resolution No. 00-0064, the SFUPC authorized
16 execution of a revocable, personal, non-exclusive, and non-possessory permit (Permit)
17 between the SFPUC and SFPW that provides for SFPW to enter and use a portion of the
18 SFPUC Parcels for equipment and materials storage and parking; and

19 WHEREAS, The SFPW desires to acquire jurisdiction over and occupy approximately
20 59,132 square feet of the SFPUC Parcels (Napoleon Site) to expand its SFPW Yard and
21 operations; and

22 WHEREAS, Because a portion of the Napoleon Site is located within the existing
23 Permit area and over SFPUC's subsurface wastewater facilities, the SFPW's proposed
24 acquisition of jurisdiction over, and occupation of, the Napoleon Site will be subject to
25 restrictions set forth in a Memoradum of Understanding (MOU) between the SFPUC and the

1 SFPW that protects and assures the SFPUC access to the existing and any future wastewater
2 facilities placed under the Napoleon Site; and

3 WHEREAS, The SFPW desires to obtain ownership and use of the seven Trailers
4 currently owned by the SFPUC; and

5 WHEREAS, The Trailers are operational but have limited residual monetary value to
6 the SFPUC; and

7 WHEREAS, The SFPUC'S Southeast Water Pollution Control Plant (SEP) facilities
8 located directly across from the Asphalt Plant Site are old, and require substantial
9 maintenance, repair, and replacement; and

10 WHEREAS, The SFPUC is undertaking scheduled repair and replacement projects at
11 the SEP and at various locations in San Francisco in the near term, and has immediate need
12 for additional space for storage of equipment and vehicles and temporary relocation of
13 existing uses in the vicinity of the SEP; and

14 WHEREAS, In the longer term, the SFPUC anticipates a continuing need for more
15 space for capital improvement projects related to existing facilities and upgrades to the
16 wastewater system; and

17 WHEREAS, Because of the existing intensive competition for available industrial land
18 in San Francisco, particularly in proximity to the SFPUC's existing utility plants and facilities,
19 the SFPUC now seeks to secure land necessary to support its current and future obligations
20 to provide essential utility services; and

21 WHEREAS, The SFPUC desires to acquire jurisdiction over the Asphalt Plant Site as
22 part of its capital improvement program in exchange for consenting to transfer the Napoleon
23 Site and ownership of the Trailers to SFPW, subject to appropriate restrictions regarding the
24 use of, and access to, the existing and future wastewater facilities within the Napoleon Site;
25 and

1 WHEREAS, The SFPW desires to acquire jurisdiction of over the Napoleon Site and
2 ownership of the Trailers in exchange for consenting to the jurisdictional transfer of the
3 Asphalt Plant Site to the SFPUC subject to the terms and conditions set forth in a MOU; and

4 WHEREAS, On June 2, 2016, the Planning Department determined that the
5 jurisdictional transfer of the Asphalt Plant Site from the SFPW to the SFPUC and the
6 Napoleon Site from the SFPUC to the SFPW would not be subject to the California
7 Environmental Quality Act Public Resources Code Section 21000 *et seq.* (CEQA), pursuant to
8 CEQA Guidelines Section 15301(b), Class 1, Section 15304 (Minor Alterations of Land),
9 Class 4, and Section 15305 (Minor Alterations in Land Use Limitations), which provide that an
10 activity is not subject to CEQA if the activity will result in minor alterations of the land and use;
11 said determination is on file with the Clerk of the Board of Supervisors in File No. 161197 and
12 is incorporated herein by reference; and

13 WHEREAS, On October 25, 2016, the SFPUC approved Resolution No. 16-0228, a
14 copy of which is on file with the Clerk of the Board of Supervisors in File No. 161197 and
15 incorporated herein by reference, which found the Napoleon Site surplus to the SFPUC'S
16 utility needs and authorizes the SFPUC General Manager to negotiate and execute a MOU
17 with the SFPW for the jurisdictional transfer and exchange of the Napoleon Site and Trailers,
18 subject to the SFPUC's continued rights to access, maintain, operate, repair, and replace the
19 wastewater facilities contained within and under the Napoleon Site, to SFPW and acceptance
20 of the Asphalt Site from SFPW; and

21 WHEREAS, In accordance with the provisions of Section 23.14 of the San Francisco
22 Administrative Code, the Director of Property has determined and reported to the Mayor that
23 the appraised fair market value of the Napoleon Site and Trailers is approximately the same
24 as the appraised fair market value of the Asphalt Site, and in his opinion, the appraisals
25 demonstrate that the fair market value of the two properties proposed for exchange are

1 reasonably equivalent and the Asphalt Plant Site can be used more advantageously by the
2 SFPUC and the Napoleon Site can be used more advantageously by the SFPW; and

3 WHEREAS, In order to implement the jurisdictional transfer, the SFPUC and the SFPW
4 are negotiating a MOU; and

5 WHEREAS, In a General Plan Referral dated October 17, 2016, the City's Planning
6 Department found that the jurisdictional transfer and exchange of the Asphalt Plant Site from
7 the SFPW and to the SFPUC and the Napoleon Site from the SFPUC to the SFPW is
8 consistent with the City's General Plan and with Planning Code Section 101.1-(b); a copy of
9 the General Plan Referral is on file with the Clerk of the Board of Supervisors in File No.
10 161197 and is incorporated herein by reference; and

11 WHEREAS, The Board of Supervisors finds that the actions contemplated in this
12 Resolution are consistent with the General Plan, and with Planning Code, Section 101.1-(b)
13 for the reasons set forth in said letter; now, therefore, be it

14 RESOLVED, That in accordance with the recommendation of the Director of Public
15 Works, the General Manager of the SFPUC, and the Director of Property, the Board of
16 Supervisors hereby declares that the public interest or necessity will not be inconvenienced by
17 the jurisdictional transfer and exchange of the Asphalt Plant Site and the Napoleon Site; and,
18 be it

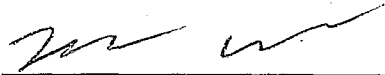
19 FURTHER RESOLVED, That the Board of Supervisors finds that the actions
20 contemplated in this Resolution are consistent with the City's General Plan and with Planning
21 Code Section 101.1-(b) for the reasons set forth in the letter from the Planning Department to
22 the Director of Property referenced above; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes and directs
24 the Director of Property to transfer jurisdiction of the Asphalt Plant Site and the Napoleon Site
25 in accordance with the terms and conditions of the MOU; and, be it

1 FURTHER RESOLVED, That the jurisdictional transfer and exchange contemplated
2 herein is not subject to Chapter 23A of the San Francisco Administrative Code, the Surplus
3 Property Ordinance, because the Asphalt Plant Site and Napoleon Site are not "surplus
4 property" as defined in Section 23A.4; and, be it

5 FURTHER RESOLVED, That the Mayor, the Clerk of the Board of Supervisors, the
6 Director of Property, the Director of Public Works and the General Manager of the SFPUC are
7 each authorized and directed to enter into any and all documents and take any and all actions
8 which such party, in consultation with the City Attorney, determines are in the best interest of
9 the City, are necessary or advisable to consummate the performance of the purposes and
10 intent of this Resolution, and comply with all applicable laws, including the City's Charter, and
11 including but not limited to the MOU and any modifications or amendments thereto.

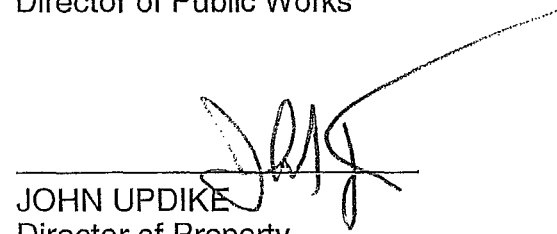
12
13 Recommended:

Approved: 

EDWIN M. LEE
to Mayor

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15
16 HARLAN L. KELLY, JR.
17 General Manager of the SFPUC

18 
19
20 MOHAMMED NURU
21 Director of Public Works

22 
23
24 JOHN UPDIKE
25 Director of Property

BOARD of SUPERVISORS



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Fax No. 554-5163
TDD/TTY No. 554-5227

November 10, 2016

File No. 161197

Lisa Gibson
Acting Environmental Review Officer
Planning Department
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Ms. Gibson:

On November 1, 2016, Mayor Lee introduced the following proposed legislation:

File No. 161197

Resolution approving the jurisdictional transfer of 1801 Jerrold Avenue, Assessor's Parcel Block No. 5281, Lot No. 001, consisting of approximately 64,340 square feet, commonly known as the Asphalt Plant Site, currently under the jurisdiction of Public Works (SFPW) to the San Francisco Public Utilities Commission (SFPUC), and a portion of 160 Napoleon Street, Assessor's Parcel Block No. 4343, Lot Nos. 018 and 031, and Block No. 4346, Lot Nos. 001 and 001A, consisting of 59,132 square feet, commonly known as the Napoleon Site, currently under the jurisdiction of the SFPUC to the SFPW, subject to the terms and conditions of a Memorandum of Understanding between SFPUC and SFPW; adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and authorizing other actions in furtherance of this Resolution, as defined herein.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

Alisa Somera
for By: Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

Attachment

c: Joy Navarrete, Environmental Planning
Jeanie Poling, Environmental Planning

Not defined as project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it does not result in a physical change in the environment.

Joy
Navarrete

Digitally signed by Joy Navarrete
DN: cn=Joy Navarrete, o=Planning,
ou=Environmental Planning,
email=joy.navarrete@sfgov.org,
c=US
Date: 2016.11.23 10:29:38 -08'00'

MEMORANDUM OF UNDERSTANDING
(Asphalt Plant Site and Napoleon Site)

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”), dated for reference purposes only as of October 25, 2016 (“**Agreement Date**”), is by and between THE CITY AND COUNTY OF SAN FRANCISCO (“**City**”), through its Public Utilities Commission (“**SFPUC**”), and THE CITY AND COUNTY OF SAN FRANCISCO through its Public Works Department (“**Public Works**”). The SFPUC and Public Works are sometimes referred to collectively in this MOU as the “**Parties**.”

RECITALS

A. In 1945, the San Francisco Board of Supervisors (the “**BOS**”) passed Resolution No. 4744 (Series of 1939) requiring that City purchase certain real property “for the construction, operation, and maintenance of the North Point Sludge Treatment Plant near Islais Creek [now the Southeast Water Pollution Control Plant (“**SEP**”).”

B. Pursuant to BOS Resolution No. 4744 (Series of 1939) and specifically for the purposes of a sludge treatment plant, in 1948, City purchased Parcels 5281/001 and 5288/003 (now combined to form Parcel 5281/001), commonly known as 1801 Jerrold Avenue (“**Asphalt Plant Site**”), pursuant to an agreement approved by BOS Ordinance No. 4849 (Series of 1939). A depiction of the Asphalt Plant Site is attached as **Exhibit A** and the legal description of the Asphalt Plant Site is attached as **Exhibit B**.

C. In 1955, Public Works constructed a municipal asphalt plant (“**Asphalt Plant**”) on the Asphalt Plant Site and operated it until Fiscal Year 2010. The Asphalt Plant Site occupies approximately 64,340 square feet directly across Quint Street from the SEP.

D. Effective August 1, 1996, jurisdiction over City’s wastewater system, including sewer facilities, assets, and properties, was transferred to the SFPUC.

E. Pursuant to City Charter Section 8B.121, which provides for the SFPUC’s exclusive charge of real estate assets under its jurisdiction, the SFPUC has exclusive jurisdiction over San Francisco Block 4343/Lot 031, Block 4343/Lot 018, and Block 4346/Lots 001 and 001A (the “**SFPUC Parcels**”), which are bounded by Napoleon, Evans, and Cesar Chavez Streets. Although the SFPUC Parcels have no material surface structural improvements, the SFPUC owns, operates, and maintains extensive subsurface wastewater facilities (“**Wastewater Facilities**”) placed beneath the SFPUC Parcels in the area (the “**Wastewater Restricted Area**”) depicted on the attached **Exhibit C**. The SFPUC uses a portion of the SFPUC Parcels for parking and to maintain the security fencing, gates, gate intercom system, gate operators, and seven furnished trailers with ADA ramps (“**Trailers**”) for office use.

F. Public Works maintains a facility for its operational vehicles, equipment, and storage on Cesar Chavez Street near Evans Street (“**DPW Yard**”). The DPW Yard is located on and adjacent to the SFPUC Parcels, as further explained in Recital H below.

G. On February 22, 2000, by Resolution No. 00-0064, the SFPUC authorized execution of a revocable, personal, non-exclusive, and non-possessory permit (the “**Existing Permit**”) between the SFPUC, as permittor, and Public Works, as permittee, that provides for Public Works’ privilege

to enter and use a portion of the SFPUC Parcels for equipment and materials storage and parking (such portion of Block 4343/Lot 018, and Block 4346/Lots 001 and 001A, is referred to in this MOU as the "**Existing Permit Area**"). The Existing Permit was designated by the SFPUC as Permit No. P-3884 and the Parties completed execution of the Existing Permit on February 28, 2000. The Existing Permit Area includes a portion of the Wastewater Restricted Area.

H. Public Works desires to acquire jurisdiction over and occupy approximately 59,132 square feet of the SFPUC Parcels (the "**Napoleon Site**") to expand its DPW Yard area and operations. The Napoleon Site includes a portion of the Existing Permit Area and a portion of the Wastewater Restricted Area (the "**Napoleon Wastewater Restricted Area**"). A depiction of the Napoleon Site, including the Napoleon Wastewater Restricted Area, is attached as **Exhibit D**. The legal description of the Napoleon Site is attached as **Exhibit E**.

I. In addition, Public Works desires to obtain ownership of the Trailers located on another portion of the Napoleon Site. The Trailers are operational but have limited residual monetary value to the SFPUC. A description of the Trailers is attached as **Exhibit F**.

J. The SEP facilities are old, and require substantial maintenance, repair, and replacement. The SFPUC is undertaking scheduled repair and replacement projects at the SEP and at various locations in San Francisco in the near term, and has immediate need for additional space for storage of equipment and vehicles and temporary relocation of existing uses in the vicinity of the SEP. In the longer term, the SFPUC anticipates a continuing need for more space for capital improvement projects related to existing facilities and upgrades to the wastewater system. Because of the existing intense competition for available industrial land in San Francisco, particularly in proximity to the SFPUC's existing utility plants and facilities, the SFPUC now seeks to secure land necessary to support its current and future obligations to provide essential utility services.

K. The SFPUC desires to acquire jurisdiction over the Asphalt Plant Site in exchange for consenting to the transfer of the Napoleon Site and ownership of Trailers to Public Works, subject to the Required Approvals (defined below in Section 14) and otherwise on the terms and conditions contained in this MOU. Concurrently with the jurisdictional transfer, the SFPUC will issue a new license to Public Works (the "**New License**") in substantially the form attached as **Exhibit G** to allow Public Works occupancy of a portion of the SFPUC Parcels (the exact dimensions of which shall be agreed upon by the Parties prior to the issuance of the New License) for use as a site for equipment and materials storage and parking that will essentially consist of the Existing Permit Area reduced by those portions of the Existing Permit Area that are within the Napoleon Site (the "**New License Area**"), which portions will be jurisdictionally transferred to Public Works as part of the Napoleon Site pursuant to this MOA.

L. Public Works desires to acquire jurisdiction over the Napoleon Site and ownership of the Trailers, in exchange for consenting to the jurisdictional transfer of the Asphalt Plant to the SFPUC, subject to the Required Approvals and otherwise on the terms and conditions contained in this MOU.

M. In a letter dated October 17, 2016, the San Francisco Planning Department found that (1) the proposed jurisdictional transfer of the Asphalt Plant Site from Public Works to the SFPUC; and (2) the proposed jurisdictional transfer of the Napoleon Site from the SFPUC to Public Works were consistent with City's General Plan and the eight priority policies of Planning Code Section 101.1(b).

N. On June 2, 2016, the Planning Department issued a determination that the jurisdictional transfers contemplated herein satisfied the criteria for a Categorical Exemption (Class 1) pursuant to California Environmental Quality Act (“CEQA”) Guidelines.

O. City’s Director of Property has determined that the current fair market value of the Asphalt Plant Site is substantially and reasonably equivalent to the current fair market value of the Napoleon Site, together with the appraised value of the Trailers, as set forth in the memorandum dated October 26, 2016 (“Appraisal Memorandum”).

P. The Parties wish to enter into this MOU to set forth their agreement regarding the jurisdictional transfers proposed in this MOU.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated by this reference into this MOU.

2. **Definitions.** For purposes of this MOU, the initially capitalized terms used in this MOU shall have the following meanings:

- (a) “Appraisal Memorandum” shall have the meaning given in Recital O above.
- (b) “Asphalt Plant” shall have the meaning given in Recital C above.
- (c) “Asphalt Plant Site” shall have the meaning given in Recital B above.
- (d) “Asphalt Plant Vacation Date” shall have the meaning given in Section 5(b)(i) below.
- (e) “BOS” means City’s Board of Supervisors.
- (f) “City” means the City and County of San Francisco.
- (g) “City Real Estate Division” or “RED” means the division of City’s General Services Agency that, among other things, acts as a real estate consultant to City Departments and City’s Mayor and Board of Supervisors.
- (h) “Construction Activity” shall have the meaning given in Section 9.1(a) below.
- (i) “DPW Yard” shall have the meaning given in Recital F above.
- (j) “Existing Permit” means the SFPUC Revocable Permit No. P-3884 dated February 7, 2000, further described in Recital G above.
- (k) “Existing Permit Area” shall have the meaning given in Recital G above.
- (l) “Hazardous Material” shall have the meaning given in Section 11 below.
- (m) “Jurisdictional Transfer Resolution” means a BOS resolution, ordinance, or other legislation that: (i) determines the Asphalt Plant Site is no longer necessary or

advantageous to Public Works and can be more advantageously used by SFPUC, (ii) directs the jurisdictional transfer of the Asphalt Plant Site to SFPUC, (iii) determines the Napoleon Site is no longer necessary or advantageous to the SFPUC and can be more advantageously used by Public Works; (iv) ratifies the Public Utilities Commission determination that the Napoleon Site is surplus to the needs of any utilities, and (v) directs the jurisdictional transfer of the Napoleon Site and transfer of ownership of the Trailers to Public Works.

- (n) "Napoleon Site" shall have the meaning given in Recital H above.
- (o) "Napoleon Site Vacation Date" shall have the meaning given in Section 5(a)(ii) below.
- (p) "Napoleon Wastewater Restricted Area" shall have the meaning given in Recital H above.
- (q) "New License" means the form of SFPUC Revocable License described in Recital K above.
- (r) "New License Area" shall have the meaning given in Recital K above.
- (s) "Public Works Affiliates" shall have the meaning given in Section 8 below.
- (t) "Removable Property" shall have the meaning given in Section 5(a)(iii) below.
- (u) "Required Approvals" shall have the meaning given in Section 14 below.
- (v) "SFPUC Affiliates" shall have the meaning given in Section 7 below.
- (w) "SFPUC Parcels" shall have the meaning given in Recital E above.
- (x) "Trailers" shall have the meaning given in Recital E above.
- (y) "Transfer Date" shall have the meaning given in Section 4(a) below.
- (z) "Use Restrictions" shall mean the provisions, terms, and conditions stated in the attached Exhibit H.
- (aa) "Wastewater Restricted Area" shall have the meaning given in Recital E above.
- (bb) "Wastewater Facilities" shall have the meaning given in Recital E above.

3. "As Is, Where Is" Transfer. Public Works understands and agrees that the SFPUC is transferring the Napoleon Site and ownership of the Trailers, and Public Works is acquiring the Napoleon Site and the Trailers, on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. The SFPUC understands and agrees that Public Works is transferring the Asphalt Plant Site, and, subject to the obligations of Public Works to remove Debris and its Removable Property pursuant to Section 5(b)(ii) below and except as otherwise provided in Section 5(b), on the Transfer Date, the SFPUC shall accept the Asphalt Plant Site, on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. The transfer of jurisdiction of the Napoleon Site to Public Works shall be subject to all existing leases,

easements, title exceptions, and other encumbrances, whether or not disclosed by a current preliminary title report and, similarly, the transfer of jurisdiction to the Asphalt Plant Site to the SFPUC shall be subject to all existing leases, easements, title exceptions, and other encumbrances, whether or not disclosed by a current preliminary title report.

4. Transfer of Jurisdiction and Trailer Ownership and Existing Permit Revocation.

(a) **Napoleon Site and Trailers.** On the tenth (10th) day (the “**Transfer Date**”) after the date the Required Approvals are completed, (i) jurisdiction over the Napoleon Site and ownership of the Trailers shall automatically transfer to Public Works; (ii) the Existing Permit shall automatically terminate and be deemed revoked; and (iii) the New License shall automatically become effective; provided, however, if, for any reason, the New License has not been mutually executed and delivered by the Parties on or before the Transfer Date, the Existing Permit shall stay in effect with respect to the New License Area only but shall automatically terminate and be deemed revoked on the date that the New License is mutually executed and delivered by the Parties, which execution and delivery shall occur as soon as practicable on or after the Transfer Date, but, in any event, prior to the Napoleon Site Vacation Date (defined below in Section 5(a)(i)). Notwithstanding such transfer of jurisdiction, the SFPUC may continue to occupy the Napoleon Site after the Transfer Date until its vacation of the site pursuant to the provisions of Section 5(a) below.

(b) **Asphalt Plant Site.** On the Transfer Date, jurisdiction over the Asphalt Plant Site shall automatically transfer to the SFPUC. Notwithstanding such transfer of jurisdiction, Public Works may continue to occupy the Asphalt Plant Site after the Transfer Date until its vacation of the site pursuant to the provisions of Section 5(b) below.

(c) **Documentation of Transfers.** Within sixty (60) business days after the Required Approvals are completed, RED shall prepare, execute, and file all applicable documentation to effect the transfer and memorialize the jurisdictional transfers of the Asphalt Plant Site and the Napoleon Site in City’s real estate records.

5. Vacation of the Napoleon Site and the Asphalt Plant Site.

(a) Napoleon Site.

- (i) The SFPUC may continue to occupy the Napoleon Site and the Trailers after the Transfer Date for a period not to exceed three hundred sixty (360) days after the Transfer Date. Within one hundred eighty (180) days of the Transfer Date, the SFPUC shall give Public Works at least sixty (60) days’ written notice of the date the SFPUC shall vacate the Napoleon Site and Trailers (the “**Napoleon Site Vacation Date**”).
- (ii) Prior to the Napoleon Site Vacation Date, at its sole cost, the SFPUC shall maintain the Napoleon Site and Trailers.
- (iii) Prior to the Napoleon Site Vacation Date, the SFPUC shall remove all equipment, vehicles, and personal property (“**Removable Property**”) from the Napoleon Site and Trailers. If the SFPUC fails to remove any Removable Property on or before the Napoleon Site Vacation Date, Public Works may (A) accept any remaining

Removable Property in its "as-is" condition, or (B) reject and remove any Removable Property.

- (iv) On the Napoleon Site Vacation Date, Public Works shall assume all liability and responsibility for any Hazardous Materials on or under the Napoleon Site, including all liability and responsibility for any removal or remediation of any such Hazardous Materials.

(b) Asphalt Plant Site.

- (i) On or prior to the Napoleon Site Vacation Date, Public Works shall give the SFPUC notice of the date (the "**Asphalt Plant Vacation Date**") that Public Works proposes to vacate the Asphalt Plant Site, which date shall be no later than thirty (30) days after the Napoleon Site Vacation Date.
- (ii) On or before the Asphalt Plant Vacation Date, Public Works shall remove all Removable Property and any discarded equipment, vehicles, personal property, lumber, equipment, trash, rubbish, or building materials present on or about the Asphalt Plant Site ("**Debris**") from the Asphalt Plant Site, but shall not be obligated to remove any structure or fixture.
- (iii) If the SFPUC elects to demolish any structures and fixtures on the Asphalt Plant Site following Public Works' vacation of the Asphalt Plant Site, Public Works shall promptly cooperate with the SFPUC in obtaining any approvals for such demolition.
- (iv) On and after the Transfer Date, the SFPUC shall assume all liability and responsibility for any Hazardous Materials on or under the Asphalt Plant Site, including all liability and responsibility for any removal or remediation of such Hazardous Materials.

6. **Consideration.** Pursuant to the Appraisal Memorandum, the fair market value of the Asphalt Plant Site is substantially and reasonably equivalent to the fair market value of the Napoleon Site and the Trailers. Accordingly, except as may be otherwise expressly provided in this MOU, the SFPUC shall not be obligated to transfer any monetary consideration to Public Works for the Asphalt Plant Site, and Public Works shall not be obligated to transfer any monetary consideration to the SFPUC for the Napoleon Site and the Trailers.

7. **Asphalt Plant Site Access.** Prior to the Asphalt Plant Vacation Date, the SFPUC and its employees, agents, consultants, contractors, authorized representatives, and invitees (collectively, "**SFPUC Affiliates**") may access and use the Asphalt Plant Site for any necessary geotechnical and environmental investigations, provided that the SFPUC provides Public Works with at least ten (10) business days' written notice prior to such access and use and such access and use shall not unreasonably interfere with Public Works' operations or use of the Asphalt Plant Site. Each Party will appoint a contact person to coordinate access. Prior to the Asphalt Plant Site Vacation Date, the SFPUC shall not construct or place any permanent structures or improvements in, on, under, or about the Asphalt Plant Site, nor shall the SFPUC make any material alterations or additions to any existing structure or improvement on the Asphalt Plant Site or on or in the Napoleon Site (other than any

required repairs or replacements to the Wastewater Facilities). The SFPUC shall bear the expense of all such activities.

8. Napoleon Site Access. Prior to the Napoleon Site Vacation Date, Public Works and its employees, agents, consultants, contractors, authorized representatives, invitees, and guests (collectively, “**Public Works Affiliates**”) may access and use the Napoleon Site for any necessary geotechnical and environmental investigations, provided that Public Works provides the SFPUC with at least ten (10) business days’ written notice prior to such access and use and shall not unreasonably interfere with the SFPUC’s operations or use of the SFPUC Parcels. Each Party will appoint a contact person to coordinate access. Prior to the Napoleon Site Vacation Date, Public Works shall not construct or place any permanent structure or improvement in, on, under, or about the Napoleon Site, nor shall Public Works make any alteration or addition to any existing structure or improvement on the Napoleon Site. Public Works shall bear the expense of all such activities.

9. SFPUC Reserved Rights. After the Transfer Date, the SFPUC and the SFPUC Affiliates may continue to enter and use the Napoleon Wastewater Restricted Area in perpetuity to access, operate, maintain, repair, expand, and replace the Wastewater Facilities contained in the Napoleon Wastewater Restricted Area, and to perform such other actions as are reasonably necessary for the SFPUC to install, operate, maintain, repair, expand, and replace the Napoleon Wastewater Facilities and any new facilities in, on, or under the Napoleon Wastewater Restricted Area. At the SFPUC’s request, but subject to the provisions of Section 9.1(c)(iv) below, Public Works shall immediately remove any of Public Works’ Removable Property from the Napoleon Wastewater Restricted Area to allow the SFPUC and SFPUC Affiliates access to the Wastewater Facilities located in the Napoleon Wastewater Restricted Area. If the SFPUC deems it necessary, in the event of an emergency, at the SFPUC’s sole discretion, the SFPUC may remove any such Removable Property or real property improvements and, except as provided in Section 9.1(a) below, the SFPUC shall not be responsible for restoring or returning the same to its prior condition. Further, at all times after the Transfer Date, in connection with the Parties’ respective rights to use, occupy, and/or access the Napoleon Wastewater Restricted Area as contemplated by this MOU, the Parties shall each comply, as applicable, with the terms and conditions (“**Use Restrictions**”) stated in the attached **Exhibit H**.

9.1 SFPUC Construction, Inspection, Maintenance, Replacement, Expansion, and Repairs to Wastewater Facilities.

(a) In connection with any emergency or planned or scheduled (i.e., non-emergency) construction, inspection, maintenance, replacement, expansion, or repairs to the Wastewater Facilities conducted by or behalf of the SFPUC on or within the Napoleon Wastewater Restricted Area (each a “**Construction Activity**”), (i) after completion of the Construction Activity, the SFPUC shall promptly return all asphalt or cement paved areas, all unpaved areas, and all fencing and gates (including associated electronic gate-opening and security equipment) within the Napoleon Wastewater Restricted Area to their previous condition. In addition, upon completion of construction, the SFPUC shall repair, or reimburse Public Works for the costs of repairing, any damage to any structure placed or located within the Napoleon Site Wastewater Restricted Area that does not violate the Use Restrictions to the extent such damage was caused by the negligence or willful misconduct SFPUC or SFPUC Affiliates. Otherwise, the SFPUC shall have no obligation to repair or restore any structure, Removable Property, or other utility facility (other than Wastewater Facilities) within the

Napoleon Wastewater Restricted Area that is displaced or damaged in connection with a Construction Activity.

- (b) The SFPUC shall provide Public Works with no less than sixty (60) days' prior written notice of any Construction Activity on any portion of the Napoleon Site, the Wastewater Restricted Area, or the New License Area, except in the event of an emergency, where the SFPUC shall provide as much notice as is reasonably practicable under the circumstances.
- (c) If the SFPUC proposes or performs any Construction Activity that includes new construction or replacement with respect to the Wastewater Facilities located within the Napoleon Wastewater Restricted Area.

(i) the SFPUC shall provide to Public Works, at the address for the Director set forth in Section 17 below, a copy of the conceptual engineering report, the 95% completed plans, and the final plans and specifications for any such proposed installation, repair, or construction work, as each becomes available, to provide the Public Works an opportunity to review and comment on such report and plans;

(ii) the SFPUC shall obtain Public Works' approval of the plans and specifications for any proposed Construction Activity, which approval shall not be unreasonably withheld or delayed and shall not be denied or conditioned unless the proposed Construction Activity will constitute a permanent interference with Public Works' ability to occupy and use a material portion of the surface of the Napoleon Wastewater Restricted Area as contemplated by this MOU;

(iii) the existing footprint of the Wastewater Facilities shall not be expanded within the Napoleon Site, unless Public Works otherwise consents in writing;

(iv) the SFPUC shall

(A) use reasonable efforts to minimize the extent and duration of any construction activity associated with a Construction Activity that will materially interfere with Public Works' use and occupancy of the Napoleon Wastewater Restricted Area;

(B) at Public Works' request, shall reasonably cooperate with Public Works to identify for Public Works' use an alternate site of land in San Francisco controlled by the SFPUC to provide a secure space, without the requirement of any rental, license fee, or other payment by Public Works to the SFPUC, for the parking or storage of Public Works' vehicles (including equipment on wheels, but excluding the private vehicles of Public Works Affiliates) then placed or situated on the Napoleon Wastewater Restricted Area for the duration of the Construction Activity; provided that that such cooperation shall not require the SFPUC to expend funds for the relocation or storage of such vehicles;

(C) at Public Works' request, shall reasonably cooperate with Public Works to develop methods and plans to temporarily relocate during the course of any such Construction Activity any of Public Works' Removable

Property (other than vehicles relocated pursuant to clause (B) above) then placed or situated upon the Napoleon Wastewater Restricted Area (provided that such cooperation shall not require the SFPUC to expend funds or provide a storage location for such Removable Property); and

(v) promptly after the completion of any Construction Activity, the SFPUC shall provide Public Works with a copy of the as-built plans for such Construction Activity. After approval is obtained, SFPUC shall provide Public Works with at least ten (10) business days' prior notice of the date that the Construction Activity is to commence.

10. Costs. The SFPUC shall pay one hundred percent (100%) of the appraisal costs and initial survey costs incurred prior to the completion of the Required Approvals. Public Works shall pay one hundred percent (100%) of any survey and mapping costs incurred regarding the Napoleon Site and the Asphalt Plant Site following the completion of the Required Approvals. Each Party shall pay fifty percent (50%) of the fees for the Deputy City Attorneys incurred in the preparation of this MOU, and of the fees, including staff time, charged for a General Plan Referral by City's Planning Department. Except as otherwise provided in this Section 10, each Party shall bear its own costs resulting from, or in connection, with: (a) the negotiation, review, evaluation, preparation, and approval of this MOU; (b) costs resulting from, or incurred in connection with, the preparation and review of staff reports to the SFPUC and the BOS and any legislation or resolutions necessary for the Required Approvals; (c) costs resulting from, or incurred in connection with, the preparation and review of responses to City's Budget & Legislative Analyst's questions relative to MOU legislation; (d) costs resulting from, or in connection with the preparation and review of responses to queries, and meetings with BOS members and/or SFPUC Commissioners relative to the proposed jurisdictional exchange; (e) subject to the provisions of this Section 10, costs resulting from, or incurred in connection, with the production of mapping or other ancillary documents relative to the MOU; (f) costs resulting from, or incurred in connection with, the production of records relative to the Napoleon Site and the Asphalt Plant Site in connection with this jurisdictional exchange; (g) costs resulting from, or incurred in connection with, any title review, or physical characteristics review with respect to the Napoleon Site, the Asphalt Plant Site, and Trailers or review of other matters in connection with the jurisdictional exchange, including all actual costs relating to the hiring of consultants and the performing of studies as may be necessary to perform any such reviews; and (h) all other costs or fees associated with the Parties' review in connection with the evaluation, negotiation, and planning of the jurisdictional exchange contemplated by this MOU.

11. Restrictions on Use; Compliance with Law. At its own expense, each Party shall comply with all applicable laws, regulations, and requirements of federal, state, county, and municipal authorities now in force or that may hereafter be in force with respect to each Party's activities under or pursuant to this MOU, including compliance with all laws relating to Hazardous Materials. Each Party shall immediately notify the other Party in writing of any release or discharge of any Hazardous Materials, whether or not the release is in quantities that would be required under the law requiring the reporting of such release to a governmental or regulatory agency. As used in this MOU, "**Hazardous Materials**" shall mean any substance, liquid, or material that has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety, or property.

12. Allocation of SFPUC's Liability. From and after the Transfer Date, the SFPUC shall assume responsibility for the defense and resolution of any and all claims, demands, losses,

liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments, and awards, and costs and expenses, including without limitation, reasonable attorneys' and consultants' fees and costs (together, "**Claims**") to the extent based on any bodily injury or death or property damage that occurs after the Transfer Date resulting or arising from the condition of the Asphalt Plant Site, whether direct or indirect, known or unknown, foreseen or unforeseen.

13. Allocation of Public Works' Liability. From and after the Napoleon Site Vacation Date, Public Works shall assume responsibility for the defense and resolution of any and all Claims to the extent based on any bodily injury or death or property damage that occurs after the Transfer Date resulting or arising from the condition of the Napoleon Site or the Trailers, whether direct or indirect, known or unknown, foreseen or unforeseen.

14. Required Approval Contingency. This MOU shall only be effective as of the date that each of the following actions (together the "**Required Approvals**") have been completed:

- (a) The SFPUC, acting at its sole discretion, approves a resolution that:
 - (i) requests the jurisdictional transfer to Public Works of the Napoleon Site (exclusive of the Wastewater Facilities) and authorizes the transfer of ownership of the Trailers to Public Works;
 - (ii) declares the Napoleon Site to be surplus to the needs of any utility, except for the SFPUC's reserved rights with respect to the Napoleon Wastewater Restricted Area as provided in this MOU; and
 - (iii) authorizes execution and delivery of this MOU;
- (b) Each of the Parties executes and delivers this MOU; and
- (c) The BOS and Mayor, each acting at its or his or her sole discretion, approve the Jurisdictional Transfer Resolution (defined in Section 2 above).

15. No Assignment. This Agreement is personal to each of the named Parties, and shall not be assigned, conveyed, or otherwise transferred by any Party under any circumstances. Any attempt to assign, convey, or otherwise transfer this MOU shall be null and void and cause the immediate termination and revocation of this MOU.

16. Notices. All notices, demands, consents, or approvals that are, or may be required to be, given by either Party to the other under this MOU shall be in writing and shall be delivered in person, or sent by United States Postal Service, postage prepaid, or reputable commercial courier, and addressed as follows:

If to SFPUC: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102
Attn: General Manager
Telephone: (415) 554-3155

With a copy to: San Francisco Public Utilities Commission
Real Estate Services Division
525 Golden Gate Avenue, 10th Floor

San Francisco, California 94102
Attn: Real Estate Director
Telephone: (415) 487-5210
If to Public Works: Department of Public Works
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Mohammed Nuru, Director
Telephone: (415) 554-6920

With a copy to: Director of Real Estate
City & County of San Francisco
25 Van Ness, Suite 400
San Francisco, CA 94102
Attention: John Updike
Telephone: (415) 554-9860

or at such other address that a Party may from time to time designate by written notice to the other Parties given pursuant to the provisions of this Section. Any telephone numbers provided are to facilitate communication and shall not be a sufficient method of delivering notice. Any correctly addressed notice sent by a method that provides confirmation of delivery shall be deemed delivered on the first date of confirmed delivery or confirmed attempted delivery.

17. Other Notices. The SFPUC shall provide prior written notice of the SFPUC's planned project activities in the Napoleon Wastewater Restricted Area or the New License Area to Public Works at the following address:

Department of Public Works
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Mohammed Nuru, Director
Telephone: (415) 554-6920

Public Works shall provide prior written notice of Public Works' planned project activities in the Wastewater Restricted Area or the New License Area to the SFPUC at the following address:

Assistant General Manager, Wastewater Enterprise
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
Wastewater Enterprise
San Francisco Public Utilities Commission
3801 Third Street, Suite 600
San Francisco, CA 94124
Attention: Kent Eickman and Derek Lam

or to such other address with respect to any party as that party may from time to time designate by notice to the others given pursuant to the provisions of this Section.

18. Authority. All matters requiring Public Works' approval shall be approved by the Director of Public Works or his or her authorized designee. All matters requiring the SFPUC's approval shall be approved by the SFPUC, if required, or by the General Manager, or his or her authorized designee.

19. Time of Essence. Time is of the essence with respect to the performance of the Parties' respective obligations in this MOU.

20. Cooperation. Subject to the terms and conditions of this MOU, staff of all Parties to this MOU shall use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU as expeditiously as practicable, including, without limitation, performance of further acts and the execution and delivery of any additional documents in form and content reasonably satisfactory to all Parties (subject to any necessary approvals). Notwithstanding anything to the contrary in this MOU, no Party is in any way limiting its discretion or the discretion of any department, board, or commission with jurisdiction over the actions described in this MOU. In addition to any conditions described in this MOU, the Parties' obligations are expressly subject to the receipt of all legally required approvals following environmental review.

21. Obligations Run With the Land; Future Access. If Public Works or any City department or agency that succeeds to Public Works' interests in the Napoleon Site transfers any portion of the Napoleon Wastewater Restricted Area to a person or entity that is not a City department or agency, such transferring Party shall reserve an easement to City acceptable to the SFPUC that incorporates the rights and obligations of the Parties as to such portion of the transferred Napoleon Wastewater Restricted Area, including the Use Restrictions, as provided in this MOU, which the Parties intend shall constitute an easement that shall run with the land and be binding on future owners of such transferred portion of the Napoleon Wastewater Restricted Area. A reserved easement shall be recorded in City's Official Records, and shall incorporate the Parties' respective rights and obligations set forth in this MOU as to such portion of the transferred Napoleon Wastewater Restricted Area provided that such reserved easement shall be subject to any necessary approval of the SFPUC's Commission, as applicable, and, to the extent required, the BOS and Mayor. If Public Works transfers jurisdiction over or permits the use of all or any portion of the Napoleon Site, Public Works shall provide such transferee with a copy of this MOU. If the SFPUC transfers jurisdiction over or permits the use of the Wastewater Facilities, the SFPUC shall provide such transferee with a copy of this MOU.

22. Miscellaneous. (a) This MOU may be amended or modified only by a writing signed by the Director of Public Works, or his or her authorized designee, and the SFPUC, through its General Manager, or his or her authorized designee. (b) No waiver by any Party of any of the provisions of this MOU shall be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver. (c) This MOU (including all its exhibits) contains the entire understanding between the Parties as of the Agreement Date, and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this MOU. (d) Notwithstanding anything to the contrary set forth in this MOU, no officer, director, or employee of Public Works or the SFPUC has the authority to bind his or her department to take any action to be performed by his or her department under this MOU unless and until the SFPUC and the BOS and the Mayor, as applicable, approves of the action. (e) All transactions described in this MOU are subject to and must be conducted in accordance with the applicable requirements of City's Charter and codes and applicable state and/or federal laws. (f) The Parties agree to execute and acknowledge such other and further documents as may be necessary or reasonably required to carry out the mutual

intent of the Parties as expressed in this Amendment. (g) All exhibits to this MOU are incorporated into this MOU by this reference and made part of this MOU as if stated in full in this MOU.

23. Corrections of Technical Errors. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this MOU, then the Parties by mutual agreement may correct such error by written memorandum executed by them without the necessity of a formal amendment to this MOU. The General Manager of the SFPUC may execute such written memorandum on behalf of the SFPUC, and the Director of Public Works may execute such written memorandum on behalf of Public Works.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the Agreement Date written above.

CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF PUBLIC WORKS

By: _____
Mohammed Nuru, Director

Date: _____, 2016

PUBLIC UTILITIES COMMISSION

By: _____
Harlan L. Kelly, Jr., General Manager

Date: _____, 2016

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DENNIS J. HERRERA
City Attorney

By: _____
Richard Handel, Deputy City Attorney
Attorney
on behalf of the SFPUC

By: _____
Christopher Tom, Deputy City
on behalf of Public Works

APPROVED BY:

**PUBLIC UTILITIES COMMISSION
PURSUANT TO RESOLUTION NO. __**

By: _____
Donna Hood, Commission Secretary

Date: _____, 2016

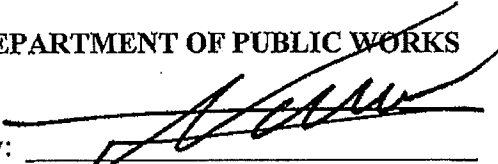
EXHIBITS:

- EXHIBIT A – ASPHALT PLANT SITE DEPICTION
- EXHIBIT B – ASPHALT PLANT SITE LEGAL DESCRIPTION
- EXHIBIT C – DEPICTION OF WASTEWATER RESTRICTED AREA
- EXHIBIT D – DEPICTION OF NAPOLEON SITE AND NAPOLEON WASTEWATER RESTRICTED AREA
- EXHIBIT E – NAPOLEON SITE LEGAL DESCRIPTION
- EXHIBIT F – DESCRIPTION OF TRAILERS
- EXHIBIT G – FORM OF NEW LICENSE
- EXHIBIT H – USE RESTRICTIONS

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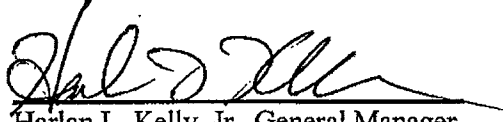
CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF PUBLIC WORKS

By: 
Mohammed Nuru, Director

Date: 10/28/16, 2016

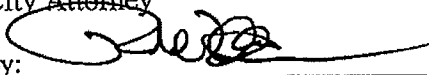
PUBLIC UTILITIES COMMISSION

By: 
Harlan L. Kelly, Jr., General Manager

Date: 10/28/16, 2016

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

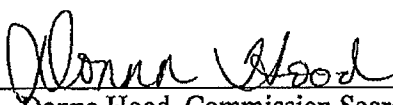
By: 
Richard Handel, Deputy City Attorney
on behalf of the SFPUC

DENNIS J. HERRERA
City Attorney

By: _____
Christopher Tom, Deputy City Attorney
on behalf of Public Works

APPROVED BY:

PUBLIC UTILITIES COMMISSION
PURSUANT TO RESOLUTION NO. 16-0228

By: 
Donna Hood, Commission Secretary

Date: 10/28/16, 2016

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CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF PUBLIC WORKS

By: _____
Mohammed Nuru, Director

Date: _____, 2016

PUBLIC UTILITIES COMMISSION

By: _____
Harlan L. Kelly, Jr., General Manager

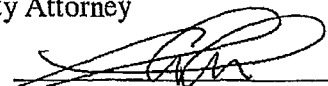
Date: _____, 2016

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DENNIS J. HERRERA
City Attorney

By: _____
Richard Handel, Deputy City Attorney
on behalf of the SFPUC

By:  _____
Christopher Tom, Deputy City Attorney
on behalf of Public Works

APPROVED BY:

PUBLIC UTILITIES COMMISSION
PURSUANT TO RESOLUTION NO. ____

By: _____
Donna Hood, Commission Secretary

Date: _____, 2016

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EXHIBIT A
ASPHALT PLANT SITE DEPICTION

(See attached.)

Exhibit A



Not to Scale



Tony E. Durkee
3-20-13

Centerline Westward Main Track, per Liber 4990 Page. 257

R.R. R/W

70'

N6°17'09"E 229.22'

N6°17'09"E 228.67'

L 4990 P 257
Parcel 3

S54°28'11"E 268.49'

L 4990 P 257
Parcel 4

POB

Area=1.54 acres

- A S54°28'11"E 33.80'
- B N6°17'09"E 91.69'
- C N54°28'11"W 33.80'

S35°31'49"W 479.53'

Quint St.

Kirkwood Ave.

Jerrold Ave.

City and County of San Francisco
Public Utilities Commission
Real Estate Services

ASPHALT PLANT LOT

EXHIBIT B
ASPHALT PLANT SITE LEGAL DESCRIPTION

March 20, 2013

Exhibit B
LEGAL DESCRIPTION
Asphalt Plant Lot

All that certain real property situate in the City and County of San Francisco, State of California, being more particularly described as follows;

BEGINNING at the intersection of the southerly line of Jerrold Avenue and the westerly line of Quint Street;

thence along the westerly line of Quint Street, South $35^{\circ}31'49''$ West, 479.53 feet to the easterly line of said Rail Road Right-of-Way;

thence along the easterly line of said Rail Road Right-of-Way, North $6^{\circ}17'09''$ East, 228.67 feet to the southerly line of Kirkwood Avenue, as said Avenue existed prior to the vacation of a portion thereof by Resolution No. 560-78, July 10, 1978, B.10-P.19;

thence along the southerly line of said Kirkwood Avenue, North $54^{\circ}28'11''$ West, 33.80 feet;

thence North $6^{\circ}17'09''$ East, 91.69 feet, to the northerly line of said Kirkwood Avenue;

thence along the northerly line of said Kirkwood Avenue, South $54^{\circ}28'11''$ East, 33.80 feet to the easterly line of said Rail Road Right-of-way;

thence along the easterly line of said Rail Road Right-of-way, North $6^{\circ}17'09''$ East, 229.22 to the southerly line of Jerrold Avenue;

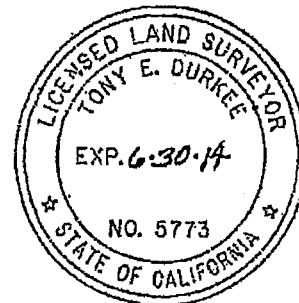
thence along the southerly line of Jerrold Avenue, South $54^{\circ}28'11''$ East, 268.49 feet to the **POINT OF BEGINNING.**

Containing 1.54 acres, more or less.

A plat showing the above-described parcels is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

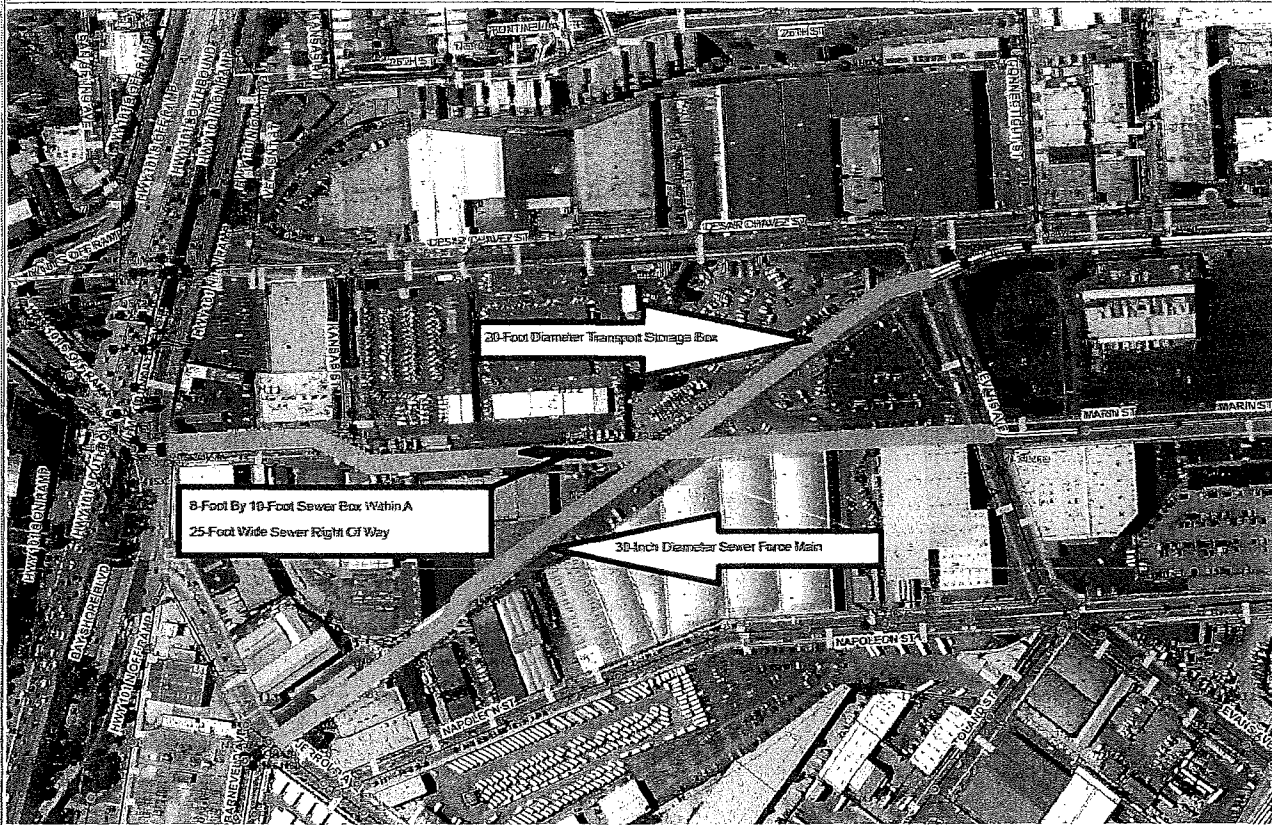
Tony E. Durkee 3-20-13
Tony E. Durkee, PLS 5773



END OF DESCRIPTION

EXHIBIT C
DEPICTION OF WASTEWATER RESTRICTED AREA

EXHIBIT C - WASTEWATER RESTRICTED AREA (SHOWN IN GREEN)



Legend

- Metropolitan Streets
- Manholes
 - ACCT
 - HACT
- Debrisbins
 - ACCT
 - HACT
- Diffuses
 - ALT
 - HACT
- Culverts
 - ACCT
 - HACT
- Man/Inlet/Outlet Vents
 - ACCT
 - HACT
- Sewer Asset Replacement (SAR) (SAR/RE/CE)
- Pipe (Use #/R Rating)
 - Green
 - Grey
 - Tan
- Sewer Pipes
 - ACCT
 - HACT
- Force Mains
 - ACCT
 - HACT
- Miscellaneous Pipes
 - ACCT
 - HACT
- Transport Storage and Transfer
 - TS
 - TS/URB
 - PPA
 - TLA/ESCH
- Pump Stations
- Manholes
 - ACCT

1:2,560

428.7 0 213.33 428.7 Feet
 NAD_1983_StatePlane_California_III_FIPS_4003_Feet
 Date Created 10/27/2016

The City does not guarantee that the information on this site is accurate or complete. The City is not responsible for any damages arising from the use of information on this site. Users should verify the information before making critical decisions.

Notes
 E-act (location) of wastewater facilities subject to field verification.

EXHIBIT D

DEPICTION OF NAPOLEON SITE AND NAPOLEON WASTEWATER RESTRICTED AREA

(See attached.)

TRAC	SHE	YD	TRAC	SHE	YD
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
9	9	9	9	9	9
10	10	10	10	10	10
11	11	11	11	11	11
12	12	12	12	12	12
13	13	13	13	13	13
14	14	14	14	14	14
15	15	15	15	15	15

LEGEND:

- - NAPOLEON SITE
- - NAPOLEON WASTEWATER RESTRICTED AREA
- - TIC MARKS
- - - EASEMENT LINE

NOTE: THE AERIAL DIAPHRAM WAS TORNED FROM OUTSIDE BARRIERS AND IS DATED 1968. THE NUMBER IS NOT RECORDED AND MAY BE SOME OTHER NUMBER. IS RECORDED FOR INFORMATION PURPOSES ONLY.

THIS MAP WAS PREPARED UNDER THE DIRECTION OF THE COMMISSIONER OF THE SAN FRANCISCO PUBLIC UTILITY COMMISSION, SHERIDAN GARDNER, CHIEF ENGINEER. I KNOWLEDGE THIS MAP REPRESENTS A SURVEY OF THE LAND SHOWN HEREOF.

THIS MAP WAS PREPARED WITH THE ASSISTANCE OF A TITLE REPORT, S-18915577-PL, DATED 04-01-11.

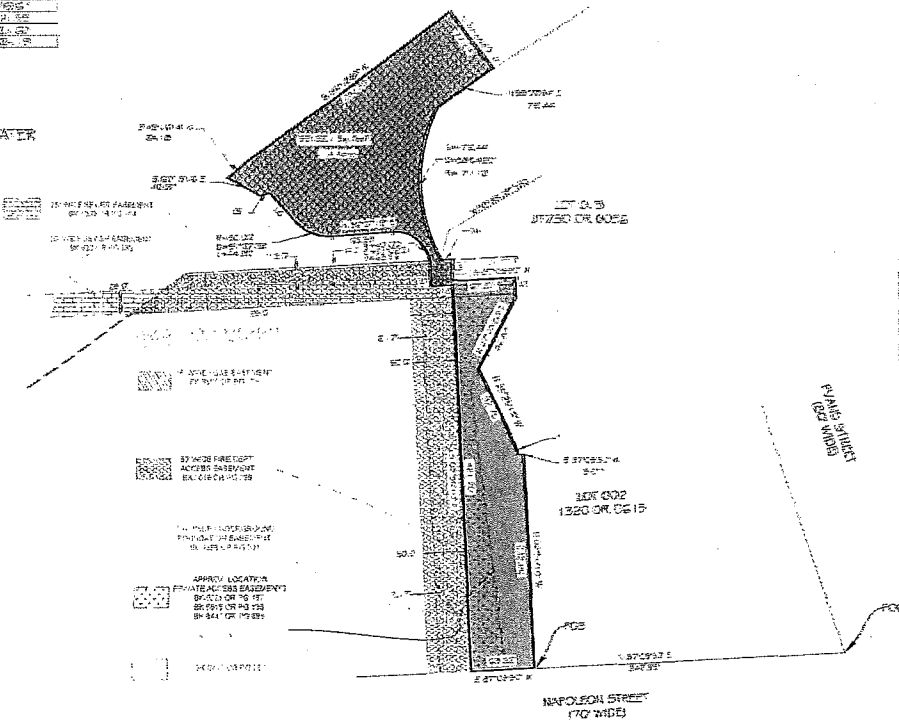


EXHIBIT D

TOWN AND RESERVATION AREA		
TOWILL & ASSOCIATES, Inc. 2200 Clay Street, Suite 1170 Emeryville, CA 94608-1268		

EXHIBIT E
NAPOLEON SITE LEGAL DESCRIPTION

(See attached.)

Exhibit E

Napoleon Site Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF NAPOLEON STREET AND WESTERLY LINE OF EVANS STREET, THENCE ALONG SAID NORTHERLY LINE OF NAPOLEON STREET, SOUTH $87^{\circ}09'50''$ WEST, A DISTANCE OF 347.95 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHERLY LINE, NORTH $02^{\circ}50'10''$ WEST, A DISTANCE OF 232.86 FEET;

THENCE SOUTH $87^{\circ}09'50''$ WEST, A DISTANCE OF 5.07 FEET;

THENCE NORTH $19^{\circ}58'45''$ WEST, A DISTANCE OF 10.67 FEET;

THENCE NORTH $25^{\circ}25'15''$ WEST, A DISTANCE OF 92.76 FEET;

THENCE NORTH $27^{\circ}28'20''$ EAST, A DISTANCE OF 86.87 FEET;

THENCE NORTH $02^{\circ}50'10''$ WEST, A DISTANCE OF 22.50 FEET;

THENCE SOUTH $87^{\circ}09'50''$ WEST, A DISTANCE OF 67.51 FEET;

THENCE NORTH $02^{\circ}50'10''$ WEST, A DISTANCE OF 23.00 FEET;

THENCE SOUTH $87^{\circ}09'50''$ WEST, A DISTANCE OF 12.27 FEET TO A POINT OF NONTANGENCY;

THENCE ALONG SAID NONTANGENT CURVE, HAVING A RADIAL BEARING OF NORTH $87^{\circ}09'50''$ EAST, WITH A RADIUS OF 171.12', AN INTERIOR ANGLE OF $58^{\circ}04'20''$, AND AN ARC LENGTH OF 173.44 FEET;

THENCE NORTH $55^{\circ}00'34''$ EAST, A DISTANCE OF 75.44 FEET;

THENCE NORTH $37^{\circ}48'49''$ WEST, A DISTANCE OF 77.29 FEET;

THENCE SOUTH $54^{\circ}18'39''$ WEST, A DISTANCE OF 282.33 FEET;

THENCE SOUTH $49^{\circ}16'14''$ WEST, A DISTANCE OF 24.18 FEET;

THENCE SOUTH $60^{\circ}18'16''$ EAST, A DISTANCE OF 40.57 FEET;

THENCE NORTH 70°11'06" EAST, A DISTANCE OF 10.61 FEET;

THENCE SOUTH 42°25'18" EAST, A DISTANCE OF 41.95 FEET;

THENCE WITH A CURVE TO THE LEFT, WITH A RADIUS OF 50.00 FEET, AN INTERIOR ANGLE 51°27'23", AND AN ARC LENGTH OF 44.90 FEET;

THENCE NORTH 86°07'19" EAST, A DISTANCE OF 68.58 FEET;

THENCE WITH A CURVE TO THE RIGHT, WITH A RADIUS OF 40.00 FEET, HAVING AN INTERIOR 91°02'31" AN ARC LENGTH OF 63.56 FEET;

THENCE SOUTH 02°50'10" EAST, A DISTANCE OF 21.60 FEET;

THENCE NORTH 87°09'50" EAST, A DISTANCE OF 24.19 FEET;

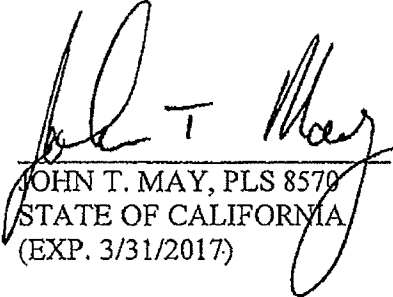
THENCE SOUTH 02°50'10" EAST, A DISTANCE OF 421.20 FEET;

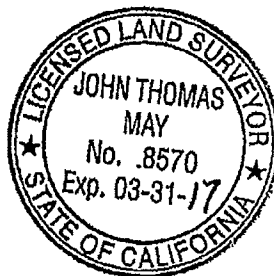
THENCE NORTH 87°09'50" EAST, A DISTANCE OF 68.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 59,132.1 SQ. FEET (1.4 ACRES) MORE OR LESS.

A PLAT SHOWING THE ABOVE DESCRIBED PARCEL IS ATTACHED HEREIN AND MADE A PART HEREOF AS EXHIBIT "B".

END OF DESCRIPTION


JOHN T. MAY, PLS 8570
STATE OF CALIFORNIA
(EXP. 3/31/2017)



4/22/16
DATE

EXHIBIT F
DESCRIPTION OF TRAILERS

(See attached.)

EXHIBIT F
DESCRIPTION OF TRAILERS

The following trailers at the Napoleon Site Yard will remain,

- Seven (7) 50-foot long by 12-feet wide trailers (approximate dimensions)
- Decks, exterior lighting, cameras, fencing, and gates
- All furniture: workstation, desks shelving, chairs in the trailer
- Washer and dryer

EXHIBIT G

FORM OF NEW LICENSE

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE LICENSE

(License #NRP-4163A)

(Supersedes and replaces former SFPUC Permit #P-3884)

THIS REVOCABLE LICENSE (this "License") dated for reference purposes only as of _____, 2016, is made by and between the SAN FRANCISCO PUBLIC UTILITIES COMMISSION (the "SFPUC"), an enterprise department of the City and County of San Francisco ("City"), and the SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS, a City department ("Licensee").

City and Licensee agree as follows:

1. **License.**

(a) This License hereby supersedes and replaces that certain Revocable Permit P-3884 dated as of February 7, 2000 by and between City and Licensee ("**2000 Permit.**") Accordingly, on the Commencement Date (defined in Section 4 (Term of License) below), the 2000 Permit shall terminate and the term of this License shall commence.

(b) City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the City and County of San Francisco, State of California, more particularly described in the attached Exhibit 1 (the "**License Area**"), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on Drawing No. _____ attached as Exhibit 2. This License gives Licensee a license only and notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INSOFAR AS THE RIGHTS OF CITY IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED DATED MAY 17, 1988, AND RECORDED JUNE 30, 1988 AT REEL E627 IMAGE 1874 (DOCUMENT NO. E198822) OF THE OFFICIAL RECORDS OF SAN FRANCISCO COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS EXHIBIT 3. (THE "**DEED**"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND

INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE "RECORDED DOCUMENTS"). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, PERMITS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR THE SFPUC'S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY LICENSEE ON THE LICENSE AREA PURSUANT TO THIS LICENSE, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE'S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. Use of License Area.

(a) Permitted Acts. Licensee may enter and use the License Area for the sole purposes of (i) employee parking; and (ii) storage of bulk landscaping materials; equipment, and Licensee's vehicles, and for no other purpose whatsoever.

(b) Subject to the SFPUC Uses. Licensee is aware that the License Area includes constitutes a portion of the SFPUC's wastewater facilities. Notwithstanding anything to the contrary in this License, any and all of Licensee's activities pursuant to this License shall be subject and subordinate at all times to the SFPUC's existing and future use of the License Area for municipal and other purposes. The SFPUC shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from the condition of the License Area or SFPUC facilities, from any wastewater facility break or from any wastewater facility repair or maintenance activities. At the SFPUC's request, Licensee shall immediately remove any of Licensee's property or improvements from the License Area to allow the SFPUC access to SFPUC facilities. If the SFPUC deems it necessary, at the SFPUC's sole discretion, the SFPUC may remove any such property or improvements and the SFPUC shall not be responsible for restoring or returning the same to its prior condition.

3. **Installation of Facilities.** Licensee may perform the permitted acts described in Section 2(a) (Permitted Acts) above on the License Area and has already installed certain facilities consisting of reinforced masonry, concrete block walls with footings (the “**Existing Improvements**”) on the License Area pursuant to the 2000 Permit. Licensee may install new improvements (the “**Facilities**”) only upon satisfaction of the following conditions, which are for the SFPUC’s sole benefit:

(a) **Approval of Plans and Specifications.** Licensee shall install the permitted Facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by the SFPUC (the “**Approved Plans**”). Once approved, the Approved Plans may be revised or amended only with SFPUC’s prior written approval after SFPUC’s Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) **Energy Service and Related Facilities.** The SFPUC is the provider of electric services to the SFPUC property, and THE SFPUC's Interconnection Services Department coordinates with Pacific Gas and Electric Company and others to implement this Section. Except as provided above with respect to any electricity services provided by the SFPUC, Licensee shall make arrangements and pay for all utilities and services furnished to the License Area, including gas, electricity, water, sewage, telephone, and trash collection services, and for all deposits, connection, and installation charges.

Except as otherwise provided in this License, the SFPUC has no responsibility or liability of any kind with respect to any utilities that may be on or about the License Area. Licensee has the sole responsibility to locate any utility facilities within the License Area and protect them from damage resulting from Licensee's use of the License Area.

(c) **Permits, Licenses, and Approvals.** Before beginning any work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, “**Approvals**”) of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to SFPUC. Licensee recognizes and agrees that no approval by SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

(d) **Limits of the SFPUC’s Consent.** The SFPUC’s consent to or approval of any improvements, equipment, or fixtures shall not relieve Licensee or its engineers, architects, or contractors from any liability for negligence, errors, or omissions associated with the design and construction of any such improvements, equipment, or fixtures. In no event shall the SFPUC’s approval of plans or specifications be deemed to constitute a representation or warranty by the SFPUC concerning the suitability of the improvements, equipment, or fixtures for Licensee’s purposes or that the work called for in the plans and specifications complies with applicable building codes or other applicable Laws, as defined in Section 6 (Compliance with Laws), or industry standards, nor shall such approval release Licensee from its obligation to supply plans and specifications that conform to applicable building codes, other applicable Laws, and industry standards.

(e) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage or harm to the SFPUC's wastewater collection boxes, facilities, or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work without the SFPUC's prior written approval, which the SFPUC may withhold at its sole discretion. the SFPUC may condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of the SFPUC's wastewater collection boxes or other facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet of soil around the wastewater facilities or other facilities, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform the SFPUC of any actual or potential damage to the wastewater facilities, and any such damage shall be promptly repaired by Licensee, at its own expense, to the SFPUC's satisfaction prior to backfilling; provided, at its sole discretion, the SFPUC may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, the SFPUC shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species present on or about the License Area.

(f) **Cooperation with Public Utilities Commission.** Licensee and its Agents shall work closely with the SFPUC personnel to minimize any potential disturbance (even if temporary) of the natural features of the License Area and to avoid disruption (even if temporary) of the wastewater facilities, in, under, on, or about the License Area and the SFPUC uses of such facilities.

(g) **Heavy Equipment.** Licensee shall not use any heavy construction equipment over or about the SFPUC's wastewater facilities, except as otherwise expressly allowed in **Section 5(i)** (Heavy Equipment and Vehicles) below.

(h) **Work Schedule.** Licensee must begin installation work, if at all, within ninety (90) days after the SFPUC approves the Approved Plans with respect to such proposed construction. At least ten (10) business days prior to the commencement of any work on the License Area, Licensee shall notify the SFPUC's Construction Inspector ("**Construction Inspector**"), at _____, of the date such work shall commence and the intended construction schedule. Notification must also be given to Underground Service Alert at least two (2) days prior to start of work. Notwithstanding the approval of such schedule by SFPUC, the Construction Inspector shall have the right to require Licensee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. and 4:30 p.m., exclusive of the SFPUC holidays. Any work performed during any other time or day must be preapproved by SFPUC at least ten (10) business days prior to commencing such work. Notwithstanding the work hours set forth above, Licensee shall comply with any applicable local ordinance that imposes later start times and/or earlier cessation times for construction activities. Licensee shall complete all work and restoration no later than _____ () days after the commencement of the term of this License, subject to unavoidable delays. For purposes of this License, "unavoidable delays" shall mean any delays by reason of acts of God, accidents, breakage, strikes, lockouts, other labor disputes, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by

any other reason beyond Licensee's reasonable control. Licensee may apply to SFPUC for a one-time extension for a period not to exceed _____ days.

(i) **Restoration of License Area.** Immediately following completion of any work permitted under this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work, to the SFPUC's satisfaction. Licensee shall restore any damage caused to existing roads and restore excavated areas erosion control netting, all as requested by the SFPUC, and shall comply with all applicable regulations of the regulatory agency with jurisdiction.

(j) **Wastewater Facility Depth/Installation of Above-Ground Markers.** Before commencing any excavation work in the License Area, Licensee shall measure the depth of the SFPUC's wastewater facilities, if any, located in the License Area by potholing and forward such information to the SFPUC. Any potholing authorized by this License shall be subject to the Construction Inspector's direction. Potholing using of soft dig method (vacuum soil extraction system) is preferred. If Licensee wishes to use any other mechanical method such as digging with a backhoe, Licensee must submit a request to the SFPUC in writing at least five (5) business days prior to the proposed commencement date and obtain SFPUC's prior written consent, which may be issued or withheld at the SFPUC's sole discretion. Notwithstanding the foregoing, the last two feet (2') of soil above the top of any the SFPUC wastewater facility must be dug manually, without the use of any machines. Upon completion of work, Licensee shall promptly notify the SFPUC in writing of the depth of the SFPUC's wastewater facility and related facilities in the License Area. Licensee shall install above-ground markers identifying the location of any underground facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to SFPUC's prior written approval.

(k) **As-Built Drawings/Reports.** Promptly upon completion of the installation of the Facilities, Licensee shall furnish SFPUC with two (2) complete copies of final as-built drawings for the Facilities, which drawings shall include sufficient detail so as to allow the SFPUC to precisely locate the Facilities. If Licensee or any of its Agents or consultants prepares any environmental, seismic, geophysical, or other written report relating to the License Area and/or any work performed on the License Area, Licensee shall furnish to the SFPUC a complete copy of such report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(l) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Facilities placed in or on the License Area pursuant to this License in good and safe condition, and the SFPUC shall have no duty whatsoever for any repair or maintenance of the License Area or any such Facilities. Licensee shall notify the SFPUC in writing not less than five (5) business days before performing any repair or maintenance work in the License Area, except in the case of an emergency when Licensee shall notify the SFPUC telephonically and in writing as soon as reasonably possible.

(m) **Revocability.** Licensee acknowledges and agrees that the installation of the Facilities, regardless of cost, shall not in any way whatsoever limit the SFPUC's right to revoke this License pursuant to the terms hereof or any of the SFPUC's other rights under this License.

(n) **Contractors.** Licensee shall not accept and release its contractor for work authorized or required by this License before securing the SFPUC's written approval.

(o) **Cathodic and Other Protection.** the SFPUC may adopt from time to time such rules and regulations with regard to Licensee's Facilities and operations under this License as the SFPUC may determine are necessary or appropriate, at the SFPUC's sole discretion, to safeguard against corrosion of, or other damage to, the SFPUC's wastewater facilities and related facilities. Licensee shall immediately comply with all such rules and regulations upon receipt of a copy of such rules and regulations.

(p) **Distance Between Pipes.** Intentionally omitted.

(q) **Potholing.** Any potholing required or authorized by this License shall be subject to the direction of the SFPUC's Construction Inspector, and in strict accordance with the potholing method described in Section 3(j) (Wastewater Facility Depth/Installation of Above-Ground Markers) above.

4. **Term of License.** The privilege conferred to Licensee pursuant to this License shall commence on the date on which this License is executed and delivered by the SFPUC following SFPUC authorization and approval (the "**Commencement Date**"), and shall immediately expire upon written notice from the SFPUC revoking this License. At its sole option, the SFPUC may freely revoke this License at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. Upon any such revocation, Licensee will immediately surrender the License Area in the condition required by this License.

5. **Restrictions on Use.** The following uses (by way of example only and without limitation) of the License Area by Licensee, or any other person claiming by or through Licensee, are inconsistent with the limited purpose of this License and are strictly prohibited as provided below:

(a) **Improvements.** Except as otherwise expressly provided in this License, Licensee shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the License Area, nor shall Licensee make any alterations or additions to any of existing structures or improvements on the License Area, unless Licensee first obtains SFPUC's prior written consent, which SFPUC may give or withhold at its sole and absolute discretion. For purposes of this License, asphalt, concrete, and cementitious driveways, sidewalks, and parking areas, shacks, and storage facilities, and fences shall be deemed "improvements."

(b) **Trees and Other Plantings.** Licensee shall not plant any trees or other vegetation in or on the License Area, except as otherwise expressly provided in this License and except in accordance with detailed plans consistent with SFPUC's Vegetation Management Policy, which may be amended from time to time and as approved by SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (as defined below),

or any other materials, including but not limited to materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (as such terms are defined in Section 15 (Indemnity) below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify the SFPUC when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about any part of the License Area. Licensee shall further comply with all applicable Laws [as defined in Section 6 (Compliance with Laws)] requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release, without cost to the SFPUC, in accordance with all Laws, and using the highest and best technology available. In connection with such remedial action, Licensee shall afford the SFPUC a full opportunity to participate in any discussion or negotiations with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or cleanup plan, strategy, and procedure. For purposes of this License, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the License Area or are naturally occurring substances in the License Area; and any petroleum, including, without limitation, crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

(e) **Nuisances.** Licensee shall not conduct any activities in, on, under, or about the License Area that constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises, or lights) to the SFPUC, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) **Damage.** Licensee shall not do anything in, on, under, or about the License Area that could cause damage to or interference with any wastewater facilities, facilities, or other property located in, on, under, or about the License Area. Licensee will compensate the SFPUC for any and all damage caused to the License Area and the SFPUC facilities resulting from the

activities of Licensee and its Agents and Invitees, including without limitation, damage resulting from defective work.

(g) **Use of Adjoining Land.** Licensee acknowledges that the privilege given under this License shall be limited strictly to the License Area. Licensee shall not traverse over or otherwise use any adjoining lands of the SFPUC.

(h) **Ponding; Water Courses.** Licensee shall not cause any ponding on the License Area or any flooding on adjacent land. Licensee shall not engage in any activity that causes any change, disturbance, fill, alteration, or impairment to the bed, bank, or channel of any natural water course, wetland, or other body of water on, in, under, or about the License Area, nor shall Licensee engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(i) **Heavy Equipment and Vehicles.** To prevent damage to the SFPUC's underground wastewater facilities, Licensee's use of vehicles and equipment within twenty feet (20') of each side of the centerline of any the SFPUC wastewater facility (measured on the surface) shall be subject to the following restrictions:

(i) The depth of soil cover over the tops of the SFPUC's wastewater facilities must be at least three feet (3') for steel cylinder pipe and four feet (4') for reinforced pre-stressed concrete cylinder pipe to accommodate the loading as defined below in subsection (ii). If any equipment with axle loading exceeds the loads stated in subsection (ii) below or if the depth of soil cover is less than stated above, Licensee shall submit to SFPUC for review and approval, at SFPUC's sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that the SFPUC's wastewater facilities will not be adversely affected by Licensee's proposed activities. If the SFPUC's wastewater facilities may be adversely affected, Licensee shall submit remedial measures for the SFPUC's approval to ensure that no adverse effect will occur.

(ii) The effects of vehicle and equipment loads to the wastewater facility must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Licensee shall be responsible for providing SFPUC adequate evidence that its equipment and vehicles meet the foregoing requirements.

(iii) Licensee shall not use vibrating compaction equipment without SFPUC's prior written approval, which approval may be given or withheld at SFPUC's sole discretion.

(iv) If the depth of the soil cover over the wastewater facility (determined by potholing or other proof procedure) is less than the minimum stated in subsection (i) above, unless an alternate method is approved by SFPUC in writing, all excavation and grading over the wastewater facility shall be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20') of each side of the centerline of the wastewater facility (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to SFPUC for review and approval. In any case, the two feet

(2') of soil around the wastewater facility shall be removed manually or by other methods approved by SFPUC with due care as provided in Section 3(e) (Exercise of Due Care).

6. **Compliance with Laws.** At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area permitted by this License in a safe and reasonable manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "Laws") of any governmental or other regulatory entity with jurisdiction (including, without limitation, the Americans with Disabilities Act) 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. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed by this License. Licensee understands and agrees that the SFPUC is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. Licensee further understands and agrees that no approval by the SFPUC for purposes of this License shall be deemed to constitute approval of any federal, state, the SFPUC, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory approvals at Licensee's sole cost, or limit in any way the SFPUC's exercise of its police powers.

7. **Covenant to Maintain License Area.** Throughout the term of this License, at its sole cost, Licensee shall maintain the License Area at all times in a good, clean, safe, secure, sanitary, and sightly condition, so far as the License Area may be affected by Licensee's activities under this License.

8. **Removal or Alteration of Facilities.** Without limiting the SFPUC's rights under this License, at the SFPUC's written request, Licensee shall promptly alter or remove, at its sole expense, any and all Facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee, as may be necessary to avoid any actual or potential interference with the installation, construction, maintenance, operation, repair, replacement, or removal of any of the SFPUC's wastewater facilities, power lines, facilities, or other structures now or later constructed or with any other operations or land uses by the SFPUC. In the request, the SFPUC may specify reasonable time limits for completion of the work. If, after such written notice, Licensee fails to complete the requested work within the prescribed time limits, the SFPUC may perform the requested work and charge Licensee all costs and expenses so incurred by the SFPUC. Such amount shall be due and payable upon the SFPUC's demand. In the event of an emergency, at the SFPUC's sole option, at Licensee's sole expense, and without notice, the SFPUC may, alter, remove, or protect any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee. Upon the SFPUC's written or oral notice that an emergency exists, the owner of such utility facilities shall take immediate action at its sole expense to protect, remove, or relocate such facilities as required by the SFPUC to meet the emergency.

9. **Interruption or Disruption of License Area.** Without limiting the SFPUC's rights under this License, if Licensee's use of the License Area is interrupted or disrupted for any reason, including without limitation, in connection with any the SFPUC request for the removal or alteration of Licensee's Facilities located on the License Area pursuant to Section 8 (Removal or Alteration of Facilities) above, Licensee acknowledges and agrees that at its sole cost,

Licensee, shall be responsible for: (a) any and all costs of alteration, removal, and/or restoration of Licensee's improvements to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and (b) the implementation or satisfaction of any mitigation measures or obligations that may arise under applicable law, including without limitation, the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the License Area. The SFPUC will not be responsible for mitigation of any potential impacts associated with any interruption or disruption of use of the License Area, or any costs related thereto. If Licensee fails to promptly perform its obligations under this Section, at its sole option, the SFPUC may elect to terminate the License immediately upon written notice, or to exercise any and all other rights or remedies available to the SFPUC under this License or at law, including without limitation, the rights set forth in Section 13 (SFPUC's Rights to Cure Defaults by Licensee) of this License.

10. Signs. Except for any wastewater facility markers required by the SFPUC or any regulatory agency with jurisdiction, Licensee shall not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area without the SFPUC's prior written consent, which the SFPUC may give or withhold at its sole discretion; provided, however, that, without the SFPUC's prior written consent, if necessary for Licensee's construction use, Licensee may place in the License Area a temporary sign of less than thirty (30) days' duration that does not penetrate the ground surface.

11. Surrender. Upon the expiration of this License or within ten (10) days after any sooner revocation or other termination of this License, Licensee shall surrender the License Area in the same condition as received, and broom clean, free from hazards, and clear of all debris. At such time, Licensee shall remove all of its property from the License Area and any signs and, upon the SFPUC's request, the Facilities and any other improvements placed on the License Area during the term of this License, and shall repair, at its cost, any damage to the License Area caused by such removal. Licensee's obligations under this Section shall survive any termination of this License.

12. Repair of Damage. If any portion of the License Area or any property of the SFPUC located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee, at its sole cost, Licensee shall immediately notify the SFPUC of such damage or threat by (a) telephoning SFPUC's dispatch operator as specified in Section 21(b) (Notices), and (b) providing written notice in accordance with Section 21(a) (Notices). The SFPUC may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost or the SFPUC may elect to witness Licensee's repair work. If the SFPUC elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to the SFPUC's inspection, review, and approval. the SFPUC has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities pursuant to this License; provided, Licensee shall obtain the SFPUC's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

13. SFPUC's Right to Cure Defaults by Licensee. If Licensee fails to perform any of its obligations under this License to restore the License Area, remove or alter Facilities, or repair

damage, or if Licensee defaults in the performance of any of its other obligations under this License, then, at its sole option, the SFPUC may remedy such failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or oral notice of the SFPUC's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by the SFPUC). Such action by the SFPUC shall not be construed as a waiver of any of the SFPUC's rights or remedies under this License, and nothing in this License shall imply any duty of the SFPUC to do any act that Licensee is obligated to perform. Licensee shall pay to the SFPUC upon demand, all costs, damages, expenses, or liabilities incurred by the SFPUC, including, without limitation, reasonable attorneys', experts', and consultants' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this License.

14. No Costs to the SFPUC. Licensee shall bear all costs or expenses of any kind or nature in connection with its use of the License Area, and shall keep the License Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the License Area.

15. Indemnity. Licensee shall indemnify, defend, reimburse, and hold harmless the SFPUC, 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 ("**Claims**"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the License Area, whether such injury, death, damage, or destruction is caused by the person or property of Licensee, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, "**Agents**"), its invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this License, (b) any failure by Licensee to faithfully observe or perform any of the terms, covenants, or conditions of this License, (c) the use of the License Area or any activities conducted on the License Area by Licensee, its Agents, or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the environment, or (e) any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents to the extent that such terms, covenants, or conditions relate to or are triggered by the work to be performed or the Facilities to be installed pursuant to this License; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of the SFPUC or the SFPUC's authorized representatives. In addition to Licensee's obligation to indemnify the SFPUC, Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the SFPUC from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by the SFPUC and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts', and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section shall survive the expiration or other termination of this License.

16. Waiver of Claims.

(a) Neither the SFPUC nor any of its commissions, departments, boards, officers, agents, or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, contractors, or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the License Area or its use by Licensee, or Licensee's Agents or Invitees.

(b) Licensee acknowledges that this License is freely revocable by the SFPUC and in view of such fact; Licensee expressly assumes the risk of making any expenditure in connection with this License, even if such expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, the SFPUC, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that the SFPUC exercises its right to revoke or terminate this License.

(c) Licensee acknowledges that it will not be a displaced person at the time this License is terminated or revoked or expires by its own terms, and Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, the SFPUC, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the SFPUC under federal and state relocation assistance laws.

(d) As part of Licensee's agreement to accept the License Area in its "As Is" condition as provided below, and without limiting such agreement, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the SFPUC and its officers, 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 and/or unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the License Area and any related improvements or any applicable Laws or the suitability of the License Area for Licensee's intended use.

17. As Is Condition of License Area; Disability Access; Disclaimer of Representations.

Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by the SFPUC, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, and subject to all applicable Laws governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

Under California Civil Code Section 1938, to the extent applicable to this License, Licensee is hereby advised that the License Area has not undergone inspection by a Certified Access Specialist ("CASp") to determine whether it meets all applicable construction-related accessibility requirements.

18. **No Assignment.** This License is personal to Licensee and shall not be assigned, conveyed, or otherwise transferred by Licensee under any circumstances. Any attempt to assign, convey, or otherwise transfer this License shall be null and void and cause the immediate termination and revocation of this License.

19. **Cessation of Use.** Licensee will not terminate its activities on the License Area pursuant to this License without prior written notice to the SFPUC.

20. **No Joint Ventures or Partnership; No Authorization.** This License does not create a partnership or joint venture between the SFPUC and Licensee as to any activity conducted by Licensee on, in, or relating to the License Area. Licensee is not a state actor with respect to any activity conducted by Licensee on, in, under or around the License Area. the SFPUC's provision of this License does not constitute the SFPUC's authorization or approval of any activity conducted by Licensee on, in, around, or relating to the License Area.

21. **Notices.**

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

City or SFPUC: Real Estate Services

Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: Napoleon Site
Telephone No.: (415) 487-5210

Licensee: San Francisco Department of Public Works
Office of the Deputy Director for Operations
2323 Cesar Chavez Street
San Francisco, CA 94124
Telephone No.: () -

(b) **Emergency Contacts.** Licensee shall immediately notify _____ by phone at _____ of any emergency or incident requiring emergency response.

Correctly addressed notices given by a method that provides confirmation of delivery shall be deemed given on the earlier of confirmed delivery or confirmed attempted delivery. Telephone numbers are provided to facilitate communications; communication by telephone, facsimile, or e-mail does not constitute formal notice under this License.

22. Disability Access. Pursuant to California Civil Code Section 1938, the SFPUC hereby notifies Licensee that as of the date of this License, the License Area has not undergone inspection by a "Certified Access Specialist" in order to determine whether the License Area meets all applicable construction-related accessibility standards under California Civil Code Section 55.53.

23. Severability. If any provision of this License, or its application to any person, entity, or circumstance, shall be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

24. Cooperative Drafting. This License has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the License reviewed and revised by legal counsel. No party shall be considered the drafter of this License, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this License.

25. General Provisions. (a) This License may be amended or modified only by a writing signed by the SFPUC and Licensee. (b) No waiver by any party of any of the provisions of this License 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. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by the SFPUC under this License may be made at the SFPUC's sole and absolute discretion. (d) This instrument (including its attached exhibit(s)) contains the entire agreement between the parties with respect to the SFPUC's licensing of the License Area to Licensee and all prior written or oral negotiations, discussions, understandings, and agreements are merged herein. (e) The section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be governed by California law and City's Charter. (h) Licensee may not record this License or any memorandum of this License. (i) Subject to the prohibition against assignments or other transfers by Licensee hereunder, this License shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (j) Any sale or conveyance of the property burdened by this License by the SFPUC shall automatically revoke this License. (k) Notwithstanding anything to the contrary contained in this License, Licensee acknowledges and agrees that no officer or employee of the SFPUC has authority to commit the SFPUC to this License unless and until a resolution of SFPUC shall have been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any obligations or liabilities of the SFPUC pursuant to or under this License are contingent upon enactment of such a resolution, and this

License shall be null and void if, at its sole discretion, SFPUC does not approve this License.

(l) This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(m) Whenever this License requires the SFPUC's or SFPUC's consent or approval, the General Manager of the SFPUC, or his or her designee, shall be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by SFPUC's Real Estate Guidelines. No consent, approval, election, or option shall be effective unless given, made, or exercised in writing.

[SIGNATURES ON FOLLOWING PAGE]

LICENSEE REPRESENTS AND WARRANTS TO THE SFPUC THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS LICENSE, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

LICENSEE:

SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS, a City department

By: _____
Its: _____
Date: _____

SAN FRANCISCO PUBLIC UTILITIES COMMISSION, a City department

By: _____
HARLAN L. KELLY, JR.
General Manager
San Francisco Public Utilities Commission
Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DENNIS J. HERRERA
City Attorney

By: _____
Richard Handel, Deputy City Attorney
on behalf of the SFPUC

By: _____
Christopher Tom, Deputy City Attorney
on behalf of Public Works

Authorized by
San Francisco Public Utilities Commission

Resolution No. _____
Adopted: _____

Attested: _____
Secretary
San Francisco Public Utilities Commission

EXHIBIT 1 TO REVOCABLE LICENSE

Description of License Area

All that certain real property located in the County of San Francisco, California, described as follows:

A portion of _____, according to SFPUC records and as shown on the Drawing No. _____ attached as **Exhibit B**.

EXHIBIT 2 TO REVOCABLE LICENSE

Drawing No. _____

[see attached]

EXHIBIT 3 TO REVOCABLE LICENSE

Deed

[see attached]

EXHIBIT H

USE RESTRICTIONS

1. **Napoleon Wastewater Restricted Area – General Restrictions.** Public Works shall not use the Napoleon Wastewater Restricted Area, or permit the same to be used, for any purpose or in any manner that interferes with, damages, or endangers the Wastewater Facilities. Without limiting the foregoing, Public Works agrees that:

- (a) No structure or improvement of any kind or character shall be constructed or placed, and no excavation greater than five (5) feet in depth shall occur, on the Napoleon Wastewater Restricted Area without first submitting to the SFPUC the written materials required by Paragraph 2 below and obtaining the SFPUC's prior written consent.
- (b) Public Works shall not use any vehicle or equipment within the Napoleon Wastewater Restricted Area in excess of the SFPUC loading criteria, as such criteria may be amended by the SFPUC from time to time. As of the date of this MOU, the SFPUC requires that loading must not exceed the American Association of State Highway and Transportation Officials standards of either H-20 or HS-20, based on an axle load of 32 kips.
- (c) Public Works shall not plant any trees or other vegetation in or on the Napoleon Wastewater Restricted Area, except pursuant to detailed plans consistent with the SFPUC's vegetation management policy and as approved in advance by the SFPUC in writing. The SFPUC may remove any trees or shrubs in or on the Wastewater Restricted Area that the SFPUC determines, at its sole and absolute discretion, may harm the Wastewater Facilities.
- (d) Public Works shall not cause nor permit the dumping or other disposal in, on, under, or about the Napoleon Wastewater Restricted Area of landfill, refuse, Hazardous Materials, or any other materials, including, but not limited to, materials that could pose a hazard to human health or safety or the environment.
- (e) Public Works shall not conduct, nor allow, any activities in, on, under, or about the Napoleon Wastewater Restricted Area that cause any ponding on the Napoleon Wastewater Restricted Area or any flooding on adjacent land.
- (f) Any hardscape above the Napoleon Wastewater Restricted Area shall extend no more than two feet (2') below grade.
- (g) Neither the Public Works nor Public Works Affiliates shall engage in any construction activities that could cause deep vibrations to the Napoleon Wastewater Restricted Area (a "DV Activity"). A DV Activity includes sheet or pile driving, but does not include use of typical hand-operated backfill compaction such as wackers.

2. **Future Proposed Public Works' Installations.** If Public Works proposes any installations, repairs, or construction work in the Napoleon Wastewater Restricted Area: (a) Public Works shall provide to the SFPUC, at the address for the Assistant General Manager of the Wastewater Enterprise, a copy of the conceptual engineering report, the 95% completed plans, and the final plans and specifications for any such proposed installation, repair, or construction work, as each becomes

available, to provide the SFPUC an opportunity to review and comment on such report and plans, (b) Public Works shall obtain the SFPUC's approval of the plans and specifications for any proposed installation, repair, or construction work prior to the commencement of any such work, which approval shall not be unreasonably withheld or delayed, (c) there shall be a minimum of an eight (8) foot linear clearance on a horizontal plane between any above-ground installation and any then-existing Wastewater Facilities within the Napoleon Wastewater Restricted Area, unless the SFPUC otherwise consents in writing, (d) such installation, repair, or construction work shall be performed in a manner that does not endanger or damage any then-existing Wastewater Facilities within the Napoleon Wastewater Restricted Area, and (e) promptly after the completion of any such installation, repair, or construction work, Public Works shall provide the SFPUC with a copy of the as-built plans for such installation, repair, or construction work.

3. Insurance and Indemnity. In connection with any construction work conducted by or on behalf of Public Works in the Napoleon Wastewater Restricted Area, Public Works shall cause its contractors and subcontractors to maintain at all times such insurance and include such contractual indemnity provisions as City's Risk Manager recommends. City, through the SFPUC, shall be included as an additional insured with respect to any such insurance.

4. Public Works' Utilities, Maintenance, and Repairs. At its sole cost, Public Works shall repair and restore to its prior condition any damage to the Wastewater Restricted Area caused by Public Works or any Public Works Affiliates upon completion of any construction, installation, maintenance, repair, or any other activity of Public Works and the Public Works Affiliates permitted under this MOU. Except with respect to the Wastewater Facilities or as may be otherwise provided in this MOU, the SFPUC has no responsibility or liability of any kind with respect to any utilities placed by Public Works or any third parties that may be on, in, or under the Napoleon Wastewater Restricted Area. In connection with any construction work performed by or on behalf of Public Works, Public Works has the sole responsibility to locate such utilities and other existing facilities (including the Wastewater Facilities) and protect them from damage. Public Works shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities under this MOU; provided, Public Works shall obtain the SFPUC's prior written approval to the provision of such services or utilities in, on, under, or through the Napoleon Wastewater Restricted Area.

5. Removal or Alteration of Facilities.

(a) Non-Emergency Removal or Alteration of Facilities. Except for facilities, improvements, or other property installed following the approval process stated, and fully complying with the other requirements set forth, in Paragraph 2 of this **Exhibit H**, without limiting the SFPUC's rights under this MOU, at the SFPUC's written request, Public Works shall promptly alter or remove at its sole expense any and all facilities, improvements, or other property installed or placed in, on, under, or about the Napoleon Wastewater Restricted Area by Public Works, as may be necessary to avoid any actual or potential interference with any of the SFPUC's sewer facilities or other structures the SFPUC may now or later construct, or with the SFPUC's maintenance operations. The SFPUC shall have the right to specify reasonable time limits for completion of the requested work. If after such written notice, Public Works fails to complete the requested work within the prescribed time limits, the SFPUC shall have the right to perform the requested work and Public Works shall be obligated to pay the SFPUC's costs and expenses incurred in performing the work.

(b) Emergency Removal or Alteration of Facilities. In the event of an emergency, at its sole option and without notice, the SFPUC may alter, remove, or protect at Public Works' sole expense, any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or

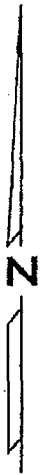
about the Napoleon Wastewater Restricted Area by Public Works. In such event, the SFPUC shall not be responsible for restoring Public Works facilities, improvements, or other property in the Napoleon Wastewater Restricted Area except as otherwise provided in this MOU.

6. Interfering Uses. The Parties acknowledge that the SFPUC's activities relating to the Napoleon Wastewater Restricted Area may temporarily interfere with Public Works' use of the Wastewater Restricted Area and immediately appurtenant areas. Accordingly, the SFPUC and SFPUC Affiliates may temporarily restrict access to the immediate vicinity of the Napoleon Wastewater Restricted Area. The SFPUC and the SFPUC Affiliates shall use reasonable efforts during any such period of temporarily restricted access to (a) provide adequate, if restricted, access to Public Works to the Napoleon Wastewater Restricted Area and (b) to conduct any such installation, maintenance, repair, and replacement in, under, and on the Wastewater Restricted Area in a manner that minimizes the extent and duration of any interference with Public Works' use, taking into account the scope of work to be performed.

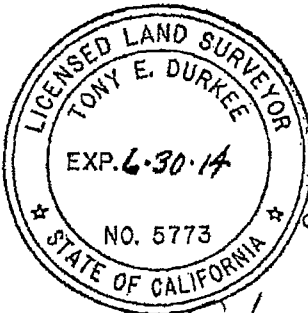
7. Notice of Construction On or Within Wastewater Restricted Area. Except in emergencies (where the SFPUC shall provide as much notice as is reasonably practicable under the circumstances), each Party shall provide the other Party at least thirty (30) days' prior written notice at the address(es) specified in Section 17 (Other Notices) of this MOU of each and all of the planned construction activities of the Party giving such notice on or within the Wastewater Restricted Area.

8. Public Works Use of Napoleon Wastewater Restricted Area. Public Works shall bear all costs or expenses of any kind or nature in connection with its use of the Napoleon Wastewater Restricted Area. Public Works shall keep the Napoleon Wastewater Restricted Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Napoleon Wastewater Restricted Area. Except as provided in Section 9.1 of this MOU or as the SFPUC agrees otherwise in writing in advance, the SFPUC shall have no obligation to maintain, repair, or replace any Public Works improvement placed or installed on, over, across, or along the Napoleon Wastewater Restricted Area.

Exhibit A



Not to Scale



Tony E. Durkee
3-20-13

Centerline Westward Main Track, per Liber 4990 Page 257

R.R. R/W

N6°17'09"E 228.67'

70'

N6°17'09"E 229.22'

L 4990 P 257
Parcel 3

Quint St.

S35°31'49"W 479.53'

Jerrold Ave.

S54°28'11"E 268.49'

L 4990 P 257
Parcel 4

POB

Area=1.54 acres

- A S54°28'11"E 33.80'
- B N6°17'09"E 91.69'
- C N54°28'11"W 33.80'

Kirkwood Ave.

City and County of San Francisco
Public Utilities Commission
Real Estate Services

ASPHALT PLANT LOT

City and County of San Francisco

March 20, 2013

Exhibit B
LEGAL DESCRIPTION
Asphalt Plant Lot

All that certain real property situate in the City and County of San Francisco, State of California, being more particularly described as follows;

BEGINNING at the intersection of the southerly line of Jerrold Avenue and the westerly line of Quint Street;

thence along the westerly line of Quint Street, South 35°31'49" West, 479.53 feet to the easterly line of said Rail Road Right-of-Way;

thence along the easterly line of said Rail Road Right-of-Way, North 6°17'09" East, 228.67 feet to the southerly line of Kirkwood Avenue, as said Avenue existed prior to the vacation of a portion thereof by Resolution No. 560-78, July 10, 1978, B.10-P.19;

thence along the southerly line of said Kirkwood Avenue, North 54°28'11" West, 33.80 feet;

thence North 6°17'09" East, 91.69 feet, to the northerly line of said Kirkwood Avenue;

thence along the northerly line of said Kirkwood Avenue, South 54°28'11" East, 33.80 feet to the easterly line of said Rail Road Right-of-way;

thence along the easterly line of said Rail Road Right-of-way, North 6°17'09" East, 229.22 to the southerly line of Jerrold Avenue;

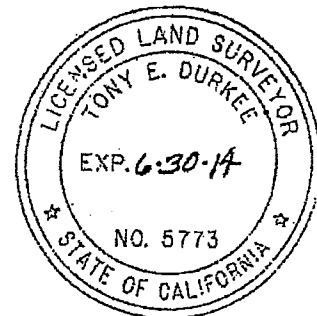
thence along the southerly line of Jerrold Avenue, South 54°28'11" East, 268.49 feet to the **POINT OF BEGINNING.**

Containing 1.54 acres, more or less.

A plat showing the above-described parcels is attached herein and made a part hereof as Exhibit "B".

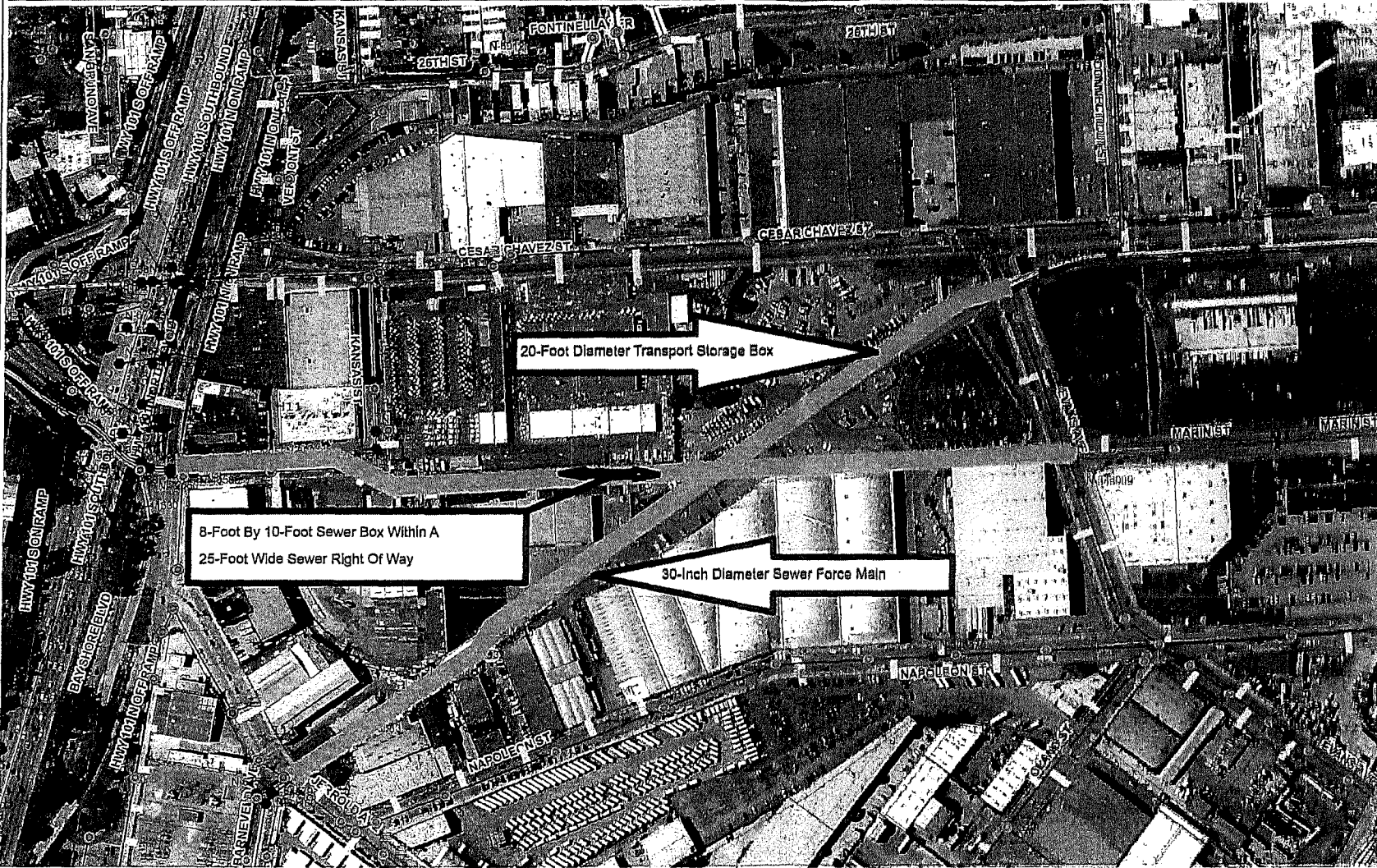
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Tony E. Durkee 3-20-13
Tony E. Durkee, PLS 5773



END OF DESCRIPTION

EXHIBIT C - WASTEWATER RESTRICTED AREA (SHOWN IN GREEN)



Legend

- Metropolitan Streets
- Manholes
 - ACT
 - INACT
- Catchbasins
 - ACT
 - INACT
- Outfalls
 - ▬ ACT
 - ▬ INACT
- Culverts
 - ▬ ACT
 - ▬ INACT
- Miscellaneous Nodes
 - ACT
 - INACT
- Sewer Asset Replacement (7/16/2016)
- Pipe Use (All Active)
 - ▬ Encased
 - ▬ Specialty
 - ▬ Storm
- Sewer Pipes
 - ▬ ACT
 - ▬ INACT
- Force Mains
 - ▬ ACT
 - ▬ INACT
- Miscellaneous Pipes
 - ▬ ACT
 - ▬ INACT
- Transport Storage and Tunnel
 - ▬ TS-TUNN
 - ▬ TUNN
 - ▬ TUNN-BUSCH
- Pump Stations
- Manholes
 - ABC

426.7 0 213.33 426.7 Feet

NAD_1983_StatePlane_California_III_FIPS_0403_Feet
 Date Created 10/27/2018

The City does not guarantee that the information on this site is accurate or complete. The City is not responsible for any damages arising from the use of information on this site. Users should verify the information before making any decisions.

NOTES
 Exact location of wastewater facilities subject to field verification.

1:2,500



EXHIBIT F

DESCRIPTION OF TRAILERS

The following trailers at the Napoleon Site Yard will remain,

- Seven (7) 50-foot long by 12-feet wide trailers (approximate dimensions)
- Decks, exterior lighting, cameras, fencing, and gates
- All furniture: workstation, desks shelving, chairs in the trailer
- Washer and dryer



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Date: October 17, 2016

Case 2016-007623GPR
1801 Jerrold Avenue Land Reuse Project

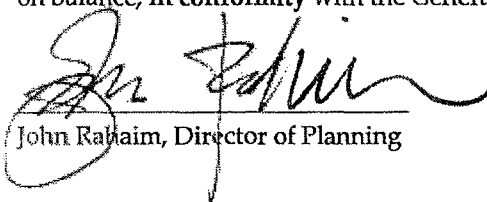
Block/Lot No.: 5262 / 009 (1801 Jerrold Avenue)
4343/031 (160 Napoleon Street)
Quint Street right-of-way between Caltrain Berm and Jerrold Avenue

Project Sponsor: Shelby Campbell – (415) 554-3431
SCampbell@sfgov.org
San Francisco Public Utilities Commission (SFPUC)
525 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Staff Contact: Mat Snyder– (415) 558-6612
mathew.snyder@sfgov.org

Recommendation: Finding the proposed 1801 Jerrold Avenue Land Reuse Project, on balance, in conformity with the General Plan.

*Recommended
By:*



John Rahaim, Director of Planning

PROJECT DESCRIPTION

The San Francisco Public Utilities Commission (SFPUC) is proposing to (1) transfer jurisdiction of 1801 Jerrold Avenue, which is adjacent to the SFPUC's Southeast Pollution Control Plan, from Public Works to SFPUC; (2) transfer jurisdiction of 160 Napoleon Street, adjacent to the Public Works Yard from SFPUC to Public Works; and (3) vacate Quint Street from the new CalTrain Berm (located north of Oakdale) to Jerrold Avenue and install a control gate.

The transfer of jurisdiction of 1801 Jerrold Avenue to SFPUC would be used by the PUC for storage of equipment and vehicles and temporary relocation of existing uses while it undertakes scheduled repair and replacement (R&R) projects in the next two years. The Napoleon site, which is immediately adjacent to the Public Works vehicle and equipment storage yard (DPW Yard), would be used to expand and consolidate the DPW Yard's function. The subject portion of Quint Street, which is now a 600-foot and dead ends at the CalTrain berm, would be vacated. The SFPUC would be able to maintain and secure the dead end street segment; all properties adjoining the street segment are either owned by the State or by SFPUC.

ENVIRONMENTAL REVIEW

The project was fully analyzed in the SFPUC – 1801 Jerrold Avenue Land Reuse Project Categorical Exemption, issued on June 2, 2016 (Planning Case No. 2016-007250ENV).

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

As described below, the proposed jurisdictional transfer of 1801 Jerrold Avenue to the SFPUC, the jurisdictional transfer of 160 Napoleon to SFDPW, and the vacation of Quint Street between the CalTrain berm and Jerrold Avenue is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies are in **Bold** font; staff comments are in *italic* font.

BAYVIEW HUNTERS POINT AREA PLAN

OBJECTIVE 1

STIMULATE BUSINESS, EMPLOYMENT, AND HOUSING GROWTH WITHIN THE EXISTING GENERAL LAND USE PATTERN BY RESOLVING CONFLICTS BETWEEN ADJACENT INDUSTRIAL AND RESIDENTIAL AREAS.

Policy 1.5

Encourage a wider variety of light industrial uses throughout the Bayview by maintaining the newly established Production, Distribution and Repair zoning, by more efficient use of industrial space, and by more attractive building design.

Policy 8.1

Maintain industrial zones for production, distribution, and repair activities in the Northern Gateway, South Basin, Oakinba, and India Basin Industrial Park subdistricts.

The jurisdictional transfer of the two properties between the two public agencies would enable each respective agency to better and more efficiently use the subject land since the land would be immediately adjacent to their existing facilities.

COMMERCE AND INDUSTRY ELEMENT

OBJECTIVE 4

IMPROVE THE VIABILITY OF EXISTING INDUSTRY IN THE CITY AND THE ATTRACTIVENESS OF THE CITY AS A LOCATION FOR NEW INDUSTRY.

POLICY 4.6

Assist in the provision of available land for site expansion.

The jurisdictional transfers of property would enable site expansion of the DPW Yard, and the Southeast Waste Water Treatment Plant, both vitally needed for the functioning of the City.

COMMUNITY FACILITIES ELEMENT

POLICY 10.1

Provide facilities for treatment of storm and wastewater prior to discharge into the Bay or ocean. Locate such facilities according to the Wastewater and Solid Waste Facilities Plan.

The expansion of the Southeast Waste Water Facility Plant is included in the Wastewater and Solid Waste Facilities Plan of the General Plan, and therefore the transfer of 1801 Jerrold Avenue is consistent and furthers this policy.

URBAN DESIGN ELEMENT

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.

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:

1. Detriment to vehicular or pedestrian circulation;

The subject segment of Quint Street is a non-through industrial street, and is not consider vital for everyday vehicular or pedestrian circulation. General Plan findings have been previously made that enabled the construction of the CalTrains berm that rendered it a dead-end-street. A new access road will be established between Oakdale and Jerrold to make up for the loss of through access previously provided by this street segment.

2. Interference with the rights of access to any private property;

After the transfer of 1801 Jerrold, all adjoining properties will be owned by the SFPUC (excepting property owned by the State), who is sponsoring this proposed vacation so that they can assure that the land will be well maintained and secure and to maximize its function on behalf of the fronting SFPUC operations.

3. Inhibiting of access for fire protection or any other emergency purpose, or interference with utility lines or service without adequate reimbursement;

Fire access will be maintained among other frontages.

4. Obstruction or diminishing of a significant view, or elimination of a viewpoint; industrial operations;

The Quint Street segment is within an industrial area and does not provide significant views or viewpoints. The vacation will enhance industrial operations of the Southeast Waste Water Plant.

5. Elimination or reduction of open space which might feasibly be used for public recreation.

The area is not suitable for public recreation given its industrial nature.

6. Elimination of street space adjacent to a public facility, such as a park, where retention of the street might be of advantage to the public facility;
The street is being vacated, in part, to improve the function of a public facility, the Southeast Waste Water Plant.
 7. Elimination of street space that has formed the basis for creation of any lot, or construction or occupancy of any building according to standards that would be violated by discontinuance of the street;
No adjoining lot or building would be unduly harmed by this vacation. All adjoining lots are publicly owned. The PUC owns most of the property, with the State owning the adjoining CalTrain right-of-way.
 8. Enlargement of a property that would result in (i) additional dwelling units in a multi-family area; (ii) excessive density for workers in a commercial area; or (iii) a building of excessive height or bulk;
There are no adjoining dwelling units.
 9. Reduction of street space in areas of high building intensity, without provision of new open space in the same area of equivalent amount and quality and reasonably accessible for public enjoyment;
This area does not have high building intensity.
 10. Removal of significant natural features, or detriment to the scale and character of surrounding development.
The subject area is an industrial neighborhood and does not include any significant natural features.
 11. Adverse effect upon any element of the General Plan or upon an area plan or other plan of the Department of City Planning; or

Release of a street area in any situation in which the future development or use of such street area and any property of which it would become a part is unknown.
The subject street segment is surrounded by PUC property. No development outside of PUC or CalTrain use is not anticipated.
- b. Release of a street area may be considered favorably when it would not violate any of the above criteria and when it would be:
1. Necessary for a subdivision, redevelopment project or other project involving assembly of a large site, in which a new and improved pattern would be substituted for the existing street pattern;
The vacation would enhance the functioning of the Southeast Waste Water Plant, and enable a possible future reconfiguration of the Plant by expanding the area under the SFPUC's jurisdiction.
 2. In furtherance of an industrial project where the existing street pattern would not fulfill the requirements of modern industrial operations;
The vacation enables the SFPUC to take controls of the street segment, maximize its function on behalf its operation, and maintain and assure its security.

GENERAL PLAN REFERRAL

3. Necessary for a significant public or semi-public use, or public assembly use, where the nature of the use and the character of the development proposed present strong justifications for occupying the street area rather than some other site;
This doesn't apply.
4. For the purpose of permitting a small-scale pedestrian crossing consistent with the principles and policies of The Urban Design Element; or
This does not apply.
5. In furtherance of the public values and purposes of streets as expressed in The Urban Design Element and elsewhere in the General Plan.
In balance, the street vacation at this location is justified because it no longer provides through access, is not a major circulation route for pedestrians, bicyclists, or vehicles, and is better utilized for enhanced functioning of the Southeast Waste Water Plant, a significant public facility.

POLICY 2.10

Permit release of street areas, where such release is warranted, only in the least extensive and least permanent manner appropriate to each case.

Given that the PUC would own all properties on either side of the Quint Street segment, a more temporary solution would not alleviate any access issues usually associated with street vacations. As noted above, the vacation would enable SFPUC to take complete control of the land, assure that it is best used for a public purpose and secure the land.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project, demolition and replacement of the Chinese Recreation Center, is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

Eight Priority Policies Findings

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

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

No neighborhood-serving retail would be effected by the proposal.

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

Existing housing and neighborhood character would not be effected by the proposal.

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

The City's supply of affordable housing would not be effected by the proposal.

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

The property consists of a jurisdictional swap of land, and does not propose new uses that would create significant amounts of new commuter traffic that would impede MUNI transit service or overburden street and neighborhood parking.

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

The Project would help assure the ongoing industrial function of the DPW Yard and the Southeast Waste Water Plant.

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

All construction activity would be approved by DBI, SFPW, and other regulatory agencies that would assure new facilities would be built to current seismic standards.

7. That landmarks and historic buildings be preserved.

This Project would not adversely affect any landmarks or buildings of historic significance.

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

The Project would not adversely affect any parks or open space.

RECOMMENDATION:

Finding that the 1801 Land Reuse Project, on balance, in-conformity with the General Plan



**SAN FRANCISCO
PLANNING DEPARTMENT**

CEQA CATEGORICAL EXEMPTION FORM

PROJECT NAME: SFPUC - 1801 Jerrold Ave. Land Reuse Project

PROJECT LOCATION: 1801 Jerrold Ave. & 160 Napoleon St.

CASE NUMBER: 2016-007250ENV

PROJECT TYPE: New Facility Replacement Facility/Equipment
 Repair/Maintenance/Upgrade Other: Demolition of non-historic structure

1. EXEMPTION CLASS

- Class 1: Existing Facilities
- Class 2: Replacement or Reconstruction
- Class 3: New Construction or Conversion of Small Structures
- Class 6: Information Collection
- Other: _____

2. CEQA Impacts

For any box checked below, refer to the attached Environmental Evaluation Application with supporting analysis and documentation.

- Air Quality: Would the project affect sensitive receptors (specifically schools, colleges, universities, day care facilities, hospitals, residential dwellings, or senior-care facilities)? Would project construction or operations exceed air quality screening criteria using either the SFPUC Air Quality Screening Tool or CalEEMOD?
- Noise: Would the project conflict with the applicable local Noise Ordinance?
- Hazardous Materials: Would the project be located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code, or impact an area with known hazardous materials such as a former gas station, auto repair, dry cleaners, heavy manufacturing use, or site with underground storage tanks? If the project site is suspected of containing hazardous materials, would the project involve 50 cubic yards or more of soil disturbance?
- Soils Disturbance/Modification: Would the project result in soil disturbance greater than 2 feet below grade in an archeological sensitive area or 8 feet in a non-archeological sensitive area?

Slope/Geological Hazards: Is located on slopes of 20% or greater, in a landslide or liquefaction zone, does the project involve excavation of 50 cubic yards of soil or more, new construction, or square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint?

Hydrology/Water Quality: Would the project cause flooding impacts, violate water quality standards, result in on- or off-site erosion impacts, or otherwise substantially degrade water quality?

Biology: Would the project have the potential to impact sensitive species, rare plants or designated critical habitat? Is the project consistent with the applicable tree protection ordinance?

Visual: Is the project located within or adjacent to a designated scenic roadway, or would the project have the potential to impact scenic resources that are visible from public locations?

Transportation: Would project construction or operation have the potential to adversely affect existing traffic patterns, transit operations, pedestrian and/or bicycle safety (hazards), or the adequacy of nearby transit, pedestrian and/or bicycle facilities?

Historical Resources: Is the project located on a site with a known or potential historical resource?

Other: _____

3. CATEGORICAL EXEMPTION DETERMINATION

Further Environmental Review Required.

Notes: _____

No Further Environmental Review Required. Project is categorically exempt under CEQA.

Timothy J. Johnston
Digitally signed by Timothy Johnston
DN: cn=Timothy Johnston, o=SFPUC, ou=San Francisco Planning Department, email=timothy.johnston@sfpuc.org, c=US
Planner's Signature

6/2/2016
Date

Timothy Johnston, CEQA Coordinator
Name, Title

Project Approval Action: SFPUC public hearing

Once signed and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.



**SAN FRANCISCO
PLANNING DEPARTMENT**

ENVIRONMENTAL EVALUATION APPLICATION COVER MEMO - PUBLIC PROJECTS ONLY

In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the final approval action.

Please attach this memo along with all necessary materials to the Environmental Evaluation Application.

Project Address and/or Title:	1801 Jernold Avenue Land Reuse Project
Funding Source (MTA only):	
Project Approval Action:	SFPUC Commission Hearing
Will the approval action be taken at a noticed public hearing?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
* If YES is checked, please see below.	

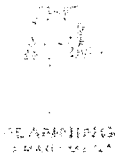
IF APPROVAL ACTION IS TAKEN AT A NOTICED PUBLIC HEARING, INCLUDE THE FOLLOWING CALENDAR LANGUAGE:

End of Calendar: CEQA Appeal Rights under Chapter 31 of the San Francisco Administrative Code If the Commission approves an action identified by an exemption or negative declaration as the Approval Action (as defined in S.F. Administrative Code Chapter 31, as amended, Board of Supervisors Ordinance Number 161-13), then the CEQA decision prepared in support of that Approval Action is thereafter subject to appeal within the time frame specified in S.F. Administrative Code Section 31.16. Typically, an appeal must be filed within 30 calendar days of the Approval Action. For information on filing an appeal under Chapter 31, contact the Clerk of the Board of Supervisors at City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102, or call (415) 554-5184. If the Department's Environmental Review Officer has deemed a project to be exempt from further environmental review, an exemption determination has been prepared and can be obtained on-line at <http://sf-planning.org/index.aspx?page=3447>. Under CEQA, in a later court challenge, a litigant may be limited to raising only those issues previously raised at a hearing on the project or in written correspondence delivered to the Board of Supervisors, Planning Commission, Planning Department or other City board, commission or department at, or prior to, such hearing, or as part of the appeal hearing process on the CEQA decision.

Individual calendar items: This proposed action is the Approval Action as defined by S.F. Administrative Code Chapter 31.

THE FOLLOWING MATERIALS ARE INCLUDED:

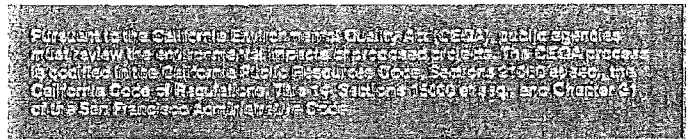
- 2 sets of plans (11x17)
- Project description
- Photos of proposed work areas/project site
- Necessary background reports (specified in EEA)
- MTA only: Synchro data for lane reductions and traffic calming projects



APPLICATION PACKET FOR Environmental Evaluation

Planning Department
1050 Mission Street
Suite 410
San Francisco, CA
94102-9425

T: 415.558.0170
F: 415.558.6009



WHAT IS ENVIRONMENTAL EVALUATION?

Environmental evaluation pursuant to CEQA is an objective process that is intended to disclose to decision makers and the public the significant environmental effects of proposed projects, to require agencies to reduce or avoid environmental effects, to disclose reasons for agency approval of projects with significant environmental effects, to enhance public participation, and to foster intergovernmental coordination. In San Francisco, the Environmental Planning Division of the San Francisco Planning Department administers the CEQA review process. More information on the environmental review process and how it is administered in San Francisco is available on the Planning Department's Environmental Planning web pages.

WHEN IS ENVIRONMENTAL EVALUATION NECESSARY?

Projects subject to CEQA are those actions that require a discretionary decision by the City; have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment; or fall within the definition of a "project" as defined by the CEQA Guidelines in Sections 15060(e) and 15378. A project may be determined to be statutorily or categorically exempt from CEQA or may require an initial study to determine whether a negative declaration or environmental impact report (EIR) is required. Planners at the Planning Information Center (PIC) counter (1669 Mission Street, First Floor) may issue an exemption stamp or require that the project sponsor file an Environmental Evaluation Application.

Projects that create six or more dwelling units, and/or projects that involve the construction of a new building or addition of 10,000 square feet or more must first undergo a Preliminary Project Assessment (PPA). If your project meets these thresholds, you must first submit a PPA Application before you submit the Environmental Evaluation Application.

HOW DOES THE PROCESS WORK?

The Environmental Evaluation Application may be filed prior to or concurrently with the building permit application; however, the City may not approve projects or issue permits until the environmental review process is complete.

No appointment is required but Environmental Planning staff are available to meet with applicants upon request. The Environmental Evaluation Application will not be processed unless it is completely filled out and the appropriate fees are paid in full. See the current Schedule of Application Fees (available online). Checks should be made payable to the San Francisco Planning Department. Fees are generally non-refundable.

WHAT ARE SPECIAL STUDIES REQUIRED FOR ENVIRONMENTAL EVALUATION?

Only the project sponsor or a party designated in the owner's agreement contract or the project's Joint Action Application (JAA) letter or agency authorization system (for example, a permit) is authorized to

WHAT TO INCLUDE IN THE PROJECT DRAWINGS

Project drawings submitted with the Environmental Evaluation Application must be in 11x17 format and, in most cases, must include existing and proposed site plans, floor plans, elevations, and sections, as well as all applicable dimensions and calculations for existing and proposed floor area and height. The plans should clearly show existing and proposed structures on both the subject property and on immediately adjoining properties; off-street parking and loading spaces; driveways; and trash loading areas; vehicular and pedestrian access to the site, including access to off-street parking and parking, equestrian, and bus stops and accessible loading zones within 150 feet of the site.

SPECIAL STUDIES THAT MAY BE NEEDED

To assist in the environmental evaluation process, the project sponsor may be required to provide supplemental data or studies, as determined by Planning staff, to address potential impacts on cultural, paleontological, or historical resources, soils, traffic, biological resources, visual, shadows, noise, air quality, or other issue areas. Neighborhood notification may also be required as part of the environmental review process.

HISTORIC RESOURCE REVIEW

All properties over 15 years of age in San Francisco are considered potential historic resources. If the proposed project involves physical alterations to a building over 15 years in age, you may be requested by Planning staff to provide additional information to determine (1) whether the property is a historic resource, and (2) whether the proposed project may cause a substantial adverse change in the significance of a historic resource. If requested by a Planner, you must submit the Supplemental Information for Historic Resource Evaluation form with the Environmental Evaluation Application.

The property may have already been evaluated as a historic resource through previous survey or analysis. Please consult the Preservation tab of the Property Information Map on the Planning Department's website. Certain types of projects will require a complete Historic Resource Evaluation (HRE) to be prepared by a professional preservation consultant. For further information, please consult with a preservation planner at the PIC counter.

COMPLETING AN ENVIRONMENTAL EVALUATION

Comprehensive plan evaluations (CPE) from CEQA usually are the issued for projects within adopted plan areas that would not otherwise be exempt. If they are determined not to create significant improved-in-ground noise levels in the applicable area plan (IAP), they are then a possible outcome of the project. Preparation of (1) a CPE study, (2) a CPE, and a featured initial study, including negative declaration, or (3) a CPE and a featured IAP.

PROJECTS THAT ARE DETERMINED NOT TO BE EXEMPT

Projects that require mitigation measures are not eligible for environmental exemption. If Planning staff determines that the project is not exempt from CEQA review, an initial study will be required. The applicable environmental evaluation fee is based on the construction cost of the proposed project. Based on the analysis of the initial study, Planning staff will determine that the project will be issued either (1) a negative declaration stating that the project would not have a significant effect on the environment, or (2) an IAP if there is substantial evidence of one or more significant impacts.

HOW TO SUBMIT THE APPLICATION

The complete Environmental Evaluation Application should be submitted as follows: for projects that underwent Preliminary Project Assessment and already received the PPA letter, send the Environmental Evaluation Application to the attention of Chelsea Fordham. For all other projects, including those that require historical resource review only, send the Environmental Evaluation Application to the attention of Jenise Poling. A preservation planner will be assigned to complete the historical review. Once an application is submitted, historical review questions may be directed to Tina Tam.

Chelsea Fordham
(415) 575-9071
chelsea.fordham@sfgov.org

Jenise Poling
(415) 575-9072
jenise.poling@sfgov.org

Tina Tam
Senior Preservation Planner
(415) 558-6325
tina.tam@sfgov.org

APPLICATION FOR Environmental Evaluation

1. Owner/Applicant Information

PROPERTY OWNER/LEASE

San Francisco Public Utilities Commission

PROPERTY OWNER'S ADDRESS

SFPUC
525 Golden Gate Ave., 9th Floor
San Francisco, CA 94102

TELEPHONE

(415) 551-4586

EMAIL

www.sfwater.org

REGULATORY CASE

Irina P. Torrey

State of Record

APPLICANT ADDRESS

SFPUC
525 Golden Gate Ave., 6th Floor
San Francisco, CA 94102

TELEPHONE

(415) 554-3232

EMAIL

Itorrey@sfwater.org

CONTACT FOR PROJECT INFORMATION

YinLan Zhang

State of Record

ADDRESS

SFPUC
525 Golden Gate Ave., 6th Floor
San Francisco, CA 94102

TELEPHONE

(415) 487-5201

EMAIL

YZhang@sfwater.org

2. Location and Classification

STREET ADDRESS OF PROJECT

1801 Jerrold Ave, San Francisco, CA

DP CODE

94124

CROSS STREETS

Quint Street

ASSESSOR'S BLOCK/LOT

S262 / 009

LOT DIMENSIONS

N/A

LOT AREA (SQ FT)

64,000

ZONING DISTRICT

P

HEIGHT, SUEL & STEEP

65-J

COMMUNITY PLAN AREA (IF ANY)

N/A

3. Project Description

(Please check, or put a tick)

- Change of Use
- Change of Hours
- New Construction
- Alterations
- Demolition
- Other Please clarify

ADDITIONS TO BUILDING:

- Rear
- Front
- Height
- Side Yard

PRESENT OR PREVIOUS USE:

Public Work dispatch for Street Repair Division

PROPOSED USE:

SFPUC wastewater treatment facilities

BUILDING APPLICATION PERMIT NO.:

N/A

DATE FILED

N/A

Project Summary Table

Please provide a narrative project description that summarizes the project and its purpose or describe any additional features that are not included in this table. Please list any special authorizations or changes to the Planning Code or Zoning Maps if applicable.

	EXISTING USE	PROPOSED USE	OFFICIAL ZONING	PROJECT TOTAL
PROJECT FEATURES				
Residential Units	N/A	N/A	N/A	N/A
Hotel Rooms	N/A	N/A	N/A	N/A
Parking Spaces	N/A	N/A	N/A	N/A
Reading Spaces	N/A	N/A	N/A	N/A
Number of Buildings	N/A	N/A	N/A	N/A
Height of Buildings	N/A	N/A	N/A	N/A
Number of Stories	N/A	N/A	N/A	N/A
Bicycle Spaces	N/A	N/A	N/A	N/A
GROSS SQUARE FOOTAGE (GSF)				
Residential	N/A	N/A	N/A	N/A
Hotel	N/A	N/A	N/A	N/A
Office	N/A	N/A	N/A	N/A
Industrial	N/A	N/A	N/A	N/A
PDH Provisional, Occupied by 5 Years	N/A	N/A	N/A	N/A
Parking	N/A	N/A	N/A	N/A
Other (Specify Use)	N/A	N/A	N/A	N/A
TOTAL GSF	N/A	N/A	N/A	N/A

Please provide a narrative project description that summarizes the project and its purpose or describe any additional features that are not included in this table. Please list any special authorizations or changes to the Planning Code or Zoning Maps if applicable.

The SFPUC proposes the jurisdictional transfer of 1801 Jerrold Avenue, which is adjacent to the SFPUC's Southeast Pollution Control Plant, from Public Works to SFPUC. In exchange, Public Works would obtain jurisdiction of Napoleon Street site, which is adjacent to the DPW Yard from SFPUC. After the jurisdictional transfer is complete, SFPUC would demolish the decommissioned asphalt plant at 1801 Jerrold Avenue and vacate Quint Street extending from the Caltrain berm to Jerrold Avenue. Conditions at the Napoleon Street site would not change.

3. Provide a detailed description of proposed project information:

1. Would the project involve a major alteration of a structure constructed 45 or more years ago or a structure in a historic district? YES NO

If yes, submit the *Supplemental Information for Historic Resource Evaluation* application.

2. Would the project involve demolition of a structure constructed 45 or more years ago or a structure located in a historic district? YES NO

If yes, a historic resource evaluation (HRE) report will be required. The scope of the HRE will be determined in consultation with Preservation Planning staff.

3. Would the project result in excavation or soil disturbance/modification? YES NO

If yes, please provide the following:

Depth of excavation/disturbance below grade (in feet): _____

Area of excavation/disturbance (in square feet): _____

Amount of excavation (in cubic yards): _____

Type of foundation to be used (if known) and/or other information regarding excavation or soil disturbance/modification:

No foundation. Additional information can be found in the attached CE request.

Note: A geotechnical report prepared by a qualified professional must be submitted if one of the following thresholds apply to the project:

- The project involves a lot split located on a slope equal to or greater than 20 percent.
- The project is located in a seismic hazard landslide zone or on a lot with a slope average equal to or greater than 20 percent and involves either
 - excavation of 50 or more cubic yards of soil, or
 - building expansion greater than 1,000 square feet outside of the existing building footprint.

A geotechnical report may also be required for other circumstances as determined by Environmental Planning staff.

4. Would the project involve any of the following: (1) construction of a new building, (2) relocation of an existing building, (3) addition of a new dwelling unit, (4) addition of a garage or parking space, (5) addition of 20 percent or more of an existing building's gross floor area, or (6) paving or repaving of 200 or more square feet of an existing building's front setback? YES NO

If yes, please submit a *Tree Planting and Protection Checklist*.

5. Would the project result in any construction over 40 feet in height? YES NO

If yes, please submit a Structure Analysis Application. This application should be filed on the PPA and should not be included with the Environmental Excavation Application. If the project is already under a Preliminary Project Assessment, this application may not be needed. Please refer to the structure discussion in the PPA letter.

6. Would the project result in a construction of a structure 80 feet or higher? YES NO

If yes, an initial review by a wind expert, including a recommendation as to whether a wind analysis is needed, may be required, as determined by Planning staff. If the project is already under a Preliminary Project Assessment, please refer to the wind discussion in the PPA letter.

7. Would the project involve work on a site with an existing or former gas station, auto repair, dry cleaners, or heavy manufacturing use, or a site with underground storage tanks? YES NO

If yes, please submit a Phase I Environmental Site Assessment (ESA) prepared by a qualified consultant. If the project is subject to Health Code Article 22A, Planning staff will refer the project sponsor to the Department of Public Health for enrollment in DPH's Master program.

8. Would the project require any variances, special authorizations, or changes to the Planning Code or Zoning Maps? YES NO

If yes, please describe.

9. Is the project related to a larger project, series of projects, or program? YES NO

If yes, please describe.

Estimated Construction Costs

TYPE OF APPLICATION

N/A

CITY/STATE/COUNTY OF RECORD

N/A

FILE OR FILE #

N/A

TOTAL TRADE SQUARE FEET OF CONSTRUCTION

EXCEEDS \$250K

N/A

ESTIMATE CONSTRUCTION COST

ESTIMATE PREPARED BY

SEE EXHIBIT (S)

Applicant's Affidavit

Under penalty of perjury the following declarations are made:

- a. The undersigned is the owner or authorized agent of the owner of this property.
- b. The information presented is true and correct to the best of my knowledge.
- c. Other information or applications may be required.

Signature:



Date:

5/20/2016

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

Irina P. Torrey

Owner / Authorized Agent (circle one)



Environmental Evaluation Application Submittal Checklist

APPLICATION MATERIALS	REQUIRED	NOT APPLICABLE
Four original utility applications signed by owner or agent, with all blanks filled in.	<input type="checkbox"/>	
Four hard copy sets of project drawings in 11" x 17" format showing existing and proposed site plans with structures on the subject property and on immediately adjoining properties, and existing and proposed floor plans, elevations, and sections of the proposed project.	<input type="checkbox"/>	
Clear CD containing the application and project drawings and any other submitted materials that are available electronically. (e.g., geographic information)	<input type="checkbox"/>	
Photos of the project site and its immediate vicinity, with viewpoints labeled.	<input type="checkbox"/>	
Check payable to San Francisco Planning Department.	<input type="checkbox"/>	
Letter of authorization for agent.	<input type="checkbox"/>	<input type="checkbox"/>
Supplemental Information for Historic Resource Evaluation, as indicated in Part 5 Question 1.	<input type="checkbox"/>	<input type="checkbox"/>
Historic Resource Evaluation, as indicated in Part 5 Question 2.	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical report, as indicated in Part 5 Question 3.	<input type="checkbox"/>	<input type="checkbox"/>
Tree Finding and Protection Checklist, as indicated in Part 5 Question 4.	<input type="checkbox"/>	<input type="checkbox"/>
Phase I Environmental Site Assessment, as indicated in Part 5 Question 7.	<input type="checkbox"/>	<input type="checkbox"/>
Additional studies (if any).	<input type="checkbox"/>	<input type="checkbox"/>

For Government Use Only

Application received by Planning Department:

By:

Date:

SAN FRANCISCO PLANNING DEPARTMENT

Central Reception
1650 Mission Street, Suite 400
San Francisco CA 94103 2479

TEL: 415.558.6378
FAX: 415.558-6409
WEB: <http://www.sfplanning.org>

Planning Information Center (PIC)
1650 Mission Street, First Floor
San Francisco CA 94103 3479

TEL: 415.558.6377
For more information please contact our Customer
Relationship Manager



**San Francisco
Water Power Sewer**
Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 12th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3151
TDD 415.554.3468

May 24, 2016

Timothy Johnston, MP, Environmental Planner
Environmental Planning Division
San Francisco Planning Department
1650 Mission Street, Fourth Floor
San Francisco, CA 94103

RE: CEQA Exemption Request
1801 Jerrold Avenue Land
Reuse Project (Asphalt
Plant)
(Project Number
OAWSIPPRPL92)

Dear Timothy:

The San Francisco Public Utilities Commission (SFPUC) requests review of the proposed 1801 Jerrold Avenue Land Reuse Project under the California Environmental Quality Act (CEQA). The purposes of this letter are to: 1) Provide the Environmental Planning (EP) Division with information on the proposed project; and 2) Request EP review and concurrence that the proposed project is categorically exempt under CEQA State Guidelines Section 15304, (Minor Alterations of Land), Class 4 and Section 15305, (Minor Alterations in Land Use Limitations).

The project would be conducted in compliance with applicable federal, State and local regulations and under contractual provisions prohibiting work in violation of applicable regulations and plans. Contractors would comply with all applicable SFPUC Standard Construction Measures, issued July 1, 2015, which are on file at EP.

BACKGROUND

The City of San Francisco's Asphalt Plant is located at 1801 Jerrold Avenue (Block 5262 Lot 009), which is immediately adjacent to the SFPUC's Southeast Water Pollution Control Plant (SEP) facilities (See Figure 1). The approximately 1.5 acre Asphalt Plant is under the jurisdiction of San Francisco Public Works (Public Works). The Asphalt Plant was decommissioned in 2009 and is currently used by Public Works for dispatch, storage, and parking of vehicles and equipment for its Street Repair Division. Jurisdictional transfer of the Asphalt Plant from Public Works to the SFPUC is proposed.

The SFPUC has an immediate need in the vicinity of the SEP for an area of approximately 1.5 acres for storage of equipment and vehicles and temporary relocation of existing uses while it undertakes scheduled repair and replacement (R&R) projects in the next two years. Many of SEP facilities have reached the end of their useful life and are in need of substantial and constant maintenance. In the longer term, the SFPUC anticipates a continuing need for

- Edwin M. Lee
Mayor
- Francesca Vietar
President
- Anson Moran
Vice President
- Ann Moller Caen
Commissioner
- Vince Courtney
Commissioner
- Ike Kwon
Commissioner
- Hathan L. Kelly, Jr.
General Manager



Timothy Johnston, MP, Environmental Planner
Environmental Planning Division, San Francisco Planning Department
CEQA Exemption Request 1801 Jerrold Avenue Land
Reuse
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more space for wastewater treatment capital improvement projects. Some of these projects are currently in the planning stages and are part of the SFPUC's Sewer System Improvement Program (SSIP), including the proposed Biosolids Digester Facilities Project, which is undergoing separate environmental review.

In exchange for the Asphalt Plant, the SFPUC would transfer a site on Napoleon Street to Public Works' jurisdiction. The Napoleon Street site is approximately 59,000 square feet (1.35 acres) and is located between Cesar Chavez and Napoleon Streets, west of Evans Avenue (Block 43431 Lot 031), and is adjacent to Public Works' 10-acre facility for vehicle and equipment storage located on Cesar Chavez Street (DPW Yard). Public Works is seeking use of the Napoleon Street site to expand the DPW Yard and consolidate its operations, including those currently located at the Asphalt Plant.

Project Components

The project consists of the following components:

- Jurisdictional transfer of the Asphalt Plant from Public Works to SFPUC and jurisdictional transfer of the Napoleon Street Site from SFPUC to Public Works.
- Relocation of Public Works operations from Asphalt Plant to Napoleon Site.
- Demolition of the existing above ground structures at Asphalt Plant and installation of perimeter security fence.
- Street Vacation of Quint Street from the Caltrain Right of Way (ROW) to Jerrold Avenue and installation of control gate (swing arm gate) at Quint and Jerrold.

SETTING

The proposed project would be carried out at 1801 Jerrold Avenue, where the decommissioned 1.5-acre Asphalt Plant currently under Public Works jurisdiction is located. The site is across the street (Quint Street) from SFPUC's SEP in the Bayview Hunters Point neighborhood. The triangular shaped site is bound by Quint Street on the east, Jerrold Avenue on the north, and a Port of San Francisco railroad right-of-way on the west. The Caltrain railroad tracks are located further west and parallel the Port's railroad right-of-way. The site is located in an industrial area of the Bayview Hunters Point neighborhood. In addition to the SEP, and Caltrain railroad tracks, San Francisco's Central Fleet Maintenance Shop (Central Shops) is located north of the site, across Jerrold Avenue.

The Napoleon Street site (approximately 1.35 acres), which the SFPUC would exchange with Public Works for the Asphalt Plant site, is also located in an industrial area of the Bayview Hunters Point neighborhood. The site is north of Napoleon Street and west of Evans Ave. The project area includes a strip of land between two large industrial warehouse structures that is approximately 80 feet wide and 400 feet long and an irregularly shaped parking area to the north. The site is located directly south of the DPW Yard. SFPUC Sewer

Timothy Johnston, MP, Environmental Planner
Environmental Planning Division, San Francisco Planning Department
CEQA Exemption Request 1801 Jerrold Avenue Land
Reuse
May 24, 2016
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Operations staff occupy seven office trailers and approximately 50 vehicles are parked on site. The trailers would remain and would be used by Public Works employees once the jurisdictional transfer is complete.

PROJECT DESCRIPTION

The SFPUC proposes jurisdictional transfer of 1801 Jerrold Avenue (Asphalt Plant) from Public Works to SFPUC and transfer of the Napoleon Street site from SFPUC to Public Works. After the jurisdictional transfers, the SFPUC would demolish the decommissioned asphalt plant, and close an approximately 600-foot section of Quint Street, from the Caltrain railroad berm to Jerrold Avenue to traffic. This portion of Quint Street south of Jerrold Avenue is already a dead end street due to the construction of the Caltrain berm. The SFPUC proposes vacation of the street to maintain and secure the dead end. A swing arm gate would be installed after the street vacation is authorized. Legislation approved by the Board of Supervisors and the Mayor is required to authorize permanent street vacation.

There are no proposed changes to the Napoleon Street site. The seven office trailers would remain; no construction would occur. Approximately 75 SFPUC staff, and approximately 50 vehicles would be relocated to temporary SFPUC facilities to be located at the Griffith Yard site (Block bounded by Griffith, Thomas, Aurelius Walker and Underwood). Approximately 60 Public Works employees and 70 vehicles would be relocated to the Napoleon Street site.

Asphalt Plant Demolition

Once the jurisdictional transfer of 1801 Jerrold Avenue from Public Works to SFPUC is complete, the SFPUC would demolish all above-ground structures on the 1.5-acre site, including the batch plant and four buildings that were used for offices, locker room, control center, compressor storage, and carport. The structures would be dismantled and loaded onto dump trucks to be disposed of at an approved landfill. The demolition activities would be limited to the above-ground structures and would comply with San Francisco Construction and Demolition Debris Recover Ordinance. No excavations would be required. After demolition activities, the site would be cleared and an eight-foot high chain link fence would be installed around the site for security.

Equipment and Personnel

Equipment to be used during construction would include the following:

Aerial lift	2
Torch cutters / welding machines	4
Crane	1
Front-end loaders	2
Water truck	1

Timothy Johnston, M.P., Environmental Planner
Environmental Planning Division, San Francisco Planning Department
CEQA Exemption Request 1801 Jerrold Avenue Land
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Small drill rig	1
Excavator	1
Wrecking ball	1
Flat bed trucks	2
Dump trucks	5

A maximum of 10 construction personnel would be onsite each day.

Equipment would be staged on site or in the parking lanes on the streets surrounding the property.

Schedule

The proposed demolition would take approximately 5 months to complete. Work would take place between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday. Evening and weekend activity is not anticipated.

Quint Street Vacation

The SFPUC also proposes permanent vacation of Quint Street from the new Caltrain berm to Jerrold Avenue, which is approximately 600 feet in length. By closing the street to traffic, the SFPUC would be able to maintain and secure the dead end resulting from construction of the Caltrain berm. Caltrain obtained approval to vacate the section of Quint Street that intersects with its railroad tracks resulting from the need to replace the deteriorated steel railroad bridge with a berm. Construction of the berm is complete and Quint Street is now a dead-end street. After the street vacation has been approved, the SFPUC would install a swing arm gate across Quint Street.

ENVIRONMENTAL INFORMATION

Based on the above project description, the environmental issues requiring evaluation are discussed below.

Aesthetics

The proposed demolition of the existing asphalt plant and appurtenant structures and installation of the chain link fence would change the appearance of the site. However, because the site is in an industrial area with no sensitive viewsheds or designated scenic highways, and is surrounded by other industrial uses, the change does not represent an adverse effect to the visual resources of the area. In addition, potential use of the site for equipment storage and staging would not be out of character with the surrounding area. Therefore, adverse effects to the visual environment at the Asphalt Plant site are not anticipated.

Air Quality

The proposed project would entail usage of the construction equipment listed in the table above and would generate a 462 truck trips for hauling away the demolished Asphalt Plant facilities. Estimated emissions of criteria pollutants

Timothy Johnston, MP, Environmental Planner
Environmental Planning Division, San Francisco Planning Department
CEQA Exemption Request 1801 Jerrold Avenue Land
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would not exceed Bay Area Air Quality Management District's (BAAQMD) CEQA guidelines and are presented in the table below.

Criteria Pollutant	Project Emissions (lbs/day)	Threshold (lbs/day)
PM ₁₀	1.28	82
PM _{2.5}	1.18	54
NO _x	32.09	54
ROG	2.58	54

The demolition contractor would comply with the City's Dust Control Ordinance which requires the implementation of a dust control plan.

The proposed project is located in an Air Pollutant Exposure Zone (APEZ) as defined in the City's Clean Construction Ordinance. The project would comply with the amended Clean Construction Ordinance which requires construction in an APEZ use off-road equipment with engines that meet or exceed either United States Environmental Protection Agency or State Air Resources Board (ARB) Tier 2 off-road emission standards, and have been retrofitted with an ARB Level 3 verified diesel emission control strategy (VDECS) while limiting idling to two minutes and ensuring that construction equipment is properly maintained and tuned.

Because the project would not generate emissions greater than the thresholds specified in the BAAQMD CEQA guidelines, the short duration of the demolition activity, and based upon compliance with the Dust Control and Clean Construction Ordinances, and implementation of SFPUC Standard Construction Measure Number 2, Air Quality, adverse effects on air quality are not expected.

Biological Resources

The proposed demolition activities would take place on a developed site in an industrial area of the city. There are no special-status species or critical habitat present in the project area. The project site does not contain any jurisdictional aquatic resources. The proposed project would not involve any tree removal.

Therefore, adverse effects to biological resources are not anticipated.

Cultural Resources

The proposed project would not involve any excavation therefore adverse effects to potential subsurface archeological resources are not anticipated.

Directed by the SFPUC, Environmental Science Associates (ESA) evaluated the 1801 Jerrold Avenue site for historical resources and concluded that "in summary, ESA recommends the Asphalt Plant ineligible for listing in the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) due to a lack of association with important historical events, important persons, and architecture/design. The Plant also has little

Timothy Johnston, MPP, Environmental Planner
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ability to provide information important to history or prehistory. In addition, the Plant's integrity has been compromised as nearly all the asphalt production machinery has been replaced or installed within the last 25 years, and the site is no longer operational for its originally intended use. As such, the Plant would not be considered an historical resource as defined by CEQA." ESA's assessment was approved by JRP Historical Consulting as adjunct staff to the EP staff on August 18, 2015. Therefore adverse effects to historical resources are not anticipated.

Hazards and Hazardous Materials

BEM staff reviewed the State Water Resources Control Board (SWRCB) GeoTracker and Department of Toxic Substances Control (DTSC) Envirostor databases, which did not identify any "Open" sites within the vicinity (150 feet) of the proposed project.

1801 Jerrold Avenue is located within the "Expanded Maher Area" mapped by the San Francisco Department of Public Health. The SFPUC and its construction contractor would comply with Article 22A of the San Francisco Health Code ("Maher Ordinance") to address any hazardous materials discovered on site. Moreover, the SFPUC and its construction contractor would be required to comply with the Standard Construction Measure Number 6 which requires identification, transportation and disposal of hazardous material, should they be encountered during project construction, which would ensure that neither people nor the environment are exposed to hazardous materials. Therefore, adverse effects related to potential exposure of workers or the public to hazardous materials are not anticipated.

Noise

The proposed demolition is approximately 650 feet away from the nearest residential sensitive receptors and would be completed in five months. The project would comply with the City's Noise Ordinance. Vehicles and equipment would be equipped with noise control mufflers as required and would be properly maintained. Daytime ambient noise levels in the surrounding area is relatively high due to the operation of the Caltrain commuter railroad, commercial vehicles travelling to and from the nearby Wholesale Produce Market and other warehouse uses in the vicinity. As stated above, evening and weekend demolition activity is not anticipated.

Due to compliance with the City's Noise Ordinance, distance from residences, and limited duration of construction, adverse noise effects are not anticipated.

Transportation

Demolition of the Asphalt Plant facilities would require 462 two-way truck trips over five months and 10 construction personnel per day, which would not represent a significant increase in traffic volume. The project would implement a traffic control plan as required by the SFMTA Department of Parking and Traffic and Municipal Railway Service Planning.

Timothy Johnston, MP, Environmental Planner
Environmental Planning Division, San Francisco Planning Department
CEQA Exemption Request 1801 Jerrold Avenue Land
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The proposed project includes the closure (street vacation) of a section of Quint Street from the Caltrain berm to Jerrold Avenue, which is approximately 600 feet long. Caltrain obtained San Francisco Board of Supervisors approval in May 2014 (Resolution 145-14) to vacate the segment of Quint Street that intersects with the railroad. Caltrain recently converted the former railroad bridge to a berm, therefore Quint Street between Jerrold Avenue and the Caltrain railroad is a dead end street. Extending the street closure to include the segment proposed under this project would not result in significant impacts to traffic flow.

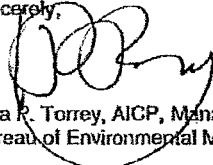
Due to the proposed implementation of a traffic control plan, and the closing of a segment of Quint Street that would be a dead-end street, adverse effects to traffic and transportation are not anticipated.

CEQA COMPLIANCE/RECOMMENDATION

Based on the description of the proposed activity and evaluations above, the SFPUC recommends EP determine the proposed 1801 Jerrold Avenue Land Reuse Project is categorically exempt under CEQA Guidelines Section 15304, Class 4, Minor Alterations to Land, and Section 15305, Minor Alterations in Land Use Limitations.

Should you have questions or require additional information, Environmental Project Manager YinLan Zhang can be reached at (415) 487-5201.

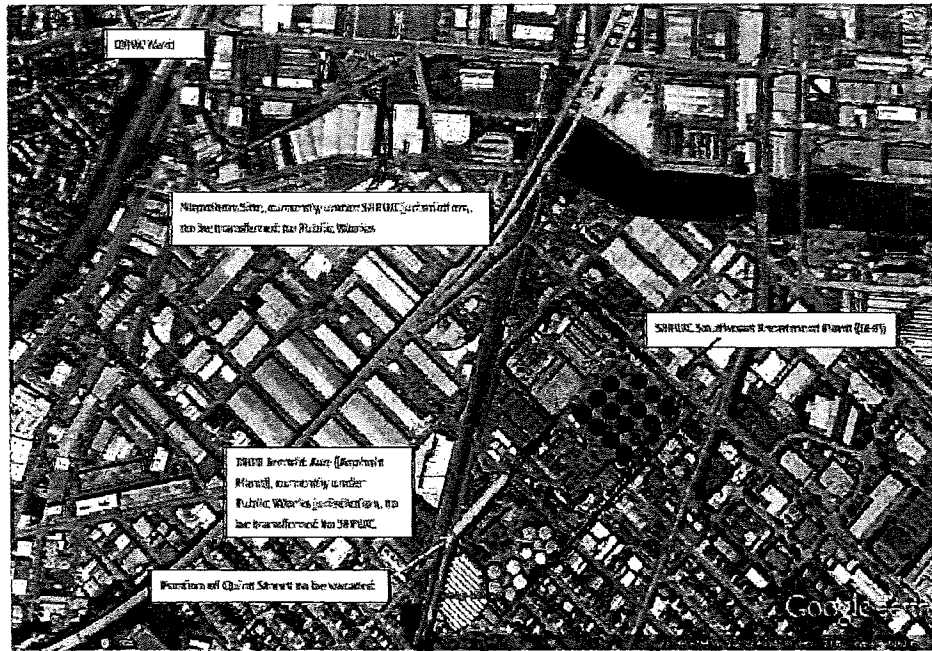
Sincerely,



Irina R. Torrey, AICP, Manager
Bureau of Environmental Management

cc: Shelby Campbell, SFPUC Project Manager
YinLan Zhang, Environmental Project Manager, SFPUC BEM
Rosanna Russell, SFPUC Real Estate

Figure 11. Project Location Map



From: Smith, Steve (CWP)
To: Johnston, Timothy (PUC)
Subject: #374 Asphalt Plant 1801 Jerrold Avenue
Date: Monday, May 16, 2016 11:03:06 AM

Not sure if you are working on an exemption application for the Asphalt Plant, but forwarding the attached as an FYI in case it's relevant...

Steven H. Smith, AICP, LEED AP
Senior Environmental Planner

Planning Department | City and County of San Francisco
1550 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-554-6373 | Fax: 415-534-8409
Email: steve.smith@sfgov.org
Web: www.sfdplanning.org

From: Chris McMorris [<mailto:CMcMorris@jphistorical.com>]
Sent: Monday, May 16, 2016 11:03 AM
To: Zhang, Yin Lan (PUC)
Cc: Smith, Steve (CWP)
Subject: Asphalt Plant 1801 Jerrold Avenue

YinLan,

I received your voicemail on May 13, 2016 regarding the historic resource evaluation for the Asphalt Plant at 1801 Jerrold Avenue, San Francisco. In my role as extension of Planning Department, Environmental Planning Division staff I reviewed and provided comment on the DPR 523 form that ESA prepared for the Asphalt Plant. ESA concluded that the subject property is not eligible for listing in the National Register of Historic Places or the California Register of Historical Resources. I provided comments regarding the form on July 16, 2015 and July 21, 2015. ESA submitted the final DPR 523 form for the Asphalt Plant on August 18, 2015. I agreed with ESA's conclusion. Thus, the Asphalt Plant at 1801 Jerrold Avenue is not a historical resource for the purposes of compliance with the California Environmental Quality Act (CEQA), as defined in the CEQA Guidelines Section 15064.5.

Please let me know if you require any additional information about this. Thank you.

Chris

Christopher McMorris
Partner

JRP
HISTORICAL
CONSULTING, LLC
2850 Spafford Street
Davis, California 95618
530-757-2521 ext. 30
530-757-2588 Fax
www.jrphistorical.com

State of California—The Resources Agency DEPARTMENT OF FORESTS AND RECREATION		Primary # _____
PRIMARY RECORD		Serial # _____
Other Listings Review Code: _____		Triennial _____
Reviewer _____		RRSP Status Code <u>6Z</u>
Date _____		

Page 1 of 11

*Resource Name or # (Assigned by recorder) SFPDWW Asphalt Plant

P1. Other Identifier: N/A

*P2. Location: Not for Publication Unrestricted
and (P2b and P2c or P2d. Attach a location map as necessary.)

*a. County: San Francisco

*b. USGS 7.5' Quad: San Francisco South

Date: 1980 T 2S ; R 5W ; 1/4 of 1/4 of Sec ; M.D. R.M.L.

c. Address: 1891 Jerrold Avenue

City: San Francisco

Zip: 94124

d. UTM Zone: 18 ; Zone/ and N (G.P.S.)

e. Other Location Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)
Block: 5251/Lot: 4301

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries.)

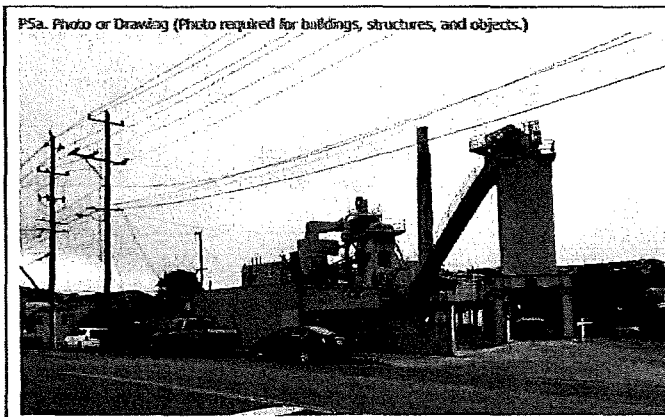
The San Francisco Department of Public Works (SFPDWW) Asphalt Plant at 1891 Jerrold Avenue in San Francisco's Bayview neighborhood sits on a 1.5-acre triangular parcel, bound by Quint Street on the east, Jerrold Avenue on the north, and a railroad right-of-way on the west containing two sets of parallel railroad tracks, one of which is the Caltrain railroad tracks. Two entries to the site are located on Jerrold Avenue, and another on Quint Street. The site is surrounded by 10-foot-tall chain link fencing topped with razor wire. The land is owned and maintained by the SFPDWW, Bureau of Streets and Sewer Repairs. Provided below is a brief description of all buildings and structures on the site.

Asphalt Plant Operation

Although the plant is currently non-operational, at one time the plant mixed rock and sand with a petroleum-based emulsion to produce asphalt. Aggregate rock and sand was unloaded by trucks to a bucket elevator, and stored in overhead bins according to size. Petroleum-based emulsion (asphalt oil) was stored underground in heated tanks. When the plant was set into motion for producing asphalt, the rock and sand were metered out of the bins onto a conveyor belt, which transported it to the dryer. (See Continuation Sheet).

*P3b. Resource Attributes: (List attributes and codes): HP8 - Industrial Building

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)



P5b. Description of Photo: (View, date, accession #)

Looking south from Jerrold Avenue, 5/21/15

*P6. Date Constructed/Age and Sources:

Historic Prehistoric Both

1954 (assessor's data)

1992-93, 2004 (permit data)

*P7. Owner and Address:

City and County of San Francisco

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

*P8. Recorded by: (Name, affiliation, address)

Brad Brewster, ESA

550 Kearny Street, Ste. 800

San Francisco, CA 94108

*P9. Date Recorded: 5/21/15

*P10. Survey Type: (Describe) Intensive

*P11. Report Citation: (Cite survey report and

other sources, or enter "none.") City and County of San Francisco, SFPUC Biosolids Digester Facilities Project, Draft Environmental Impact Report, 2015.

*Attachments: NONE Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record Archaeological Record

District Record Linear Feature Record Milling Station Record Rock Art Record Artifact Record Photograph Record

Other (list)

DPR 523A (1/95)

*Required Information

State of California - The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # _____
 HRS# _____

Page 2 of 100

*NRHP Status Code 6Z

*Resource Name or # (Assigned by recorder) SFDPW Asphalt Plant

B1. Historic Name: N/A

B2. Common Name: SFDPW Asphalt Plant

B3. Original Use: Asphalt manufacturing and storage B4. Present Use: Vehicle and equipment storage

*B5. Architectural Style: Modern Utilitarian-Industrial

*B6. Construction History: (Construction date, alteration, and date of alterations)

Born originally in 1954, with alterations in 1992 and 2004. Ceased operation in 2007.

*B7. Moved? No Yes Unknown Date: _____

Original Location: _____

*B8. Related Features:

Railroad tracks to west.

B9. Architect: SFDPW

b. Builder: Unknown

*B10. Significance: Theme Industrial Asphalt Production

Area: San Francisco Bay Area

Period of Significance N/A

Property Type Industrial

Applicable Criteria A-D

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The SFDPW Asphalt Plant at 1801 Jernold Avenue has been evaluated against the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) Criterion A/1, B/2, C/3, and D/4. This property has also been evaluated in accordance with Section 15064.5(a)(2)-(3) of the California Environmental Quality Act (CEQA) Guidelines, using the criteria outlined in Section 502.1 of the California Public Resources Code. The property is recommended ineligible for listing under any of the NRHP and CRHR criteria due to a lack of significant associations with important historical events, important persons, architectural significance, and information potential. For these reasons, the property would not be considered a historical resource for the purposes of CEQA. This evaluation is consistent with San Francisco Preservation Bulletin 5, "Landmark and Historic District Designation Procedures," which directs that historic resources be evaluated for local designation using the California Office of Historic Preservation Recordation Manual (as per San Francisco Landmarks Board Resolution No. 527, June 7, 2000). (See Continuation Sheet)

B11. Additional Resource Attributes: (List attributes and codes) HP& Industrial Building

*B12. References: See continuation sheet

B13. Remarks:

*B14. Evaluator: Brad Brewster, ESA

*Date of Evaluation: 6/16/16

(This space reserved for official comments.)

(Sketch Map with north arrow required.)

See Continuation Sheet

State of California - The Resources Agency DEPARTMENT OF PARKS AND RECREATION CONTINUATION SHEET	Priority # _____ Area # _____ District # _____
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*Resource Name or # (Assigned by recorder) SFDPRW Asphalt Plant

*Recorded by: Brad Brewster, ESA

*Date: 6/15/85

Continuation Update

13a. Description (continued):

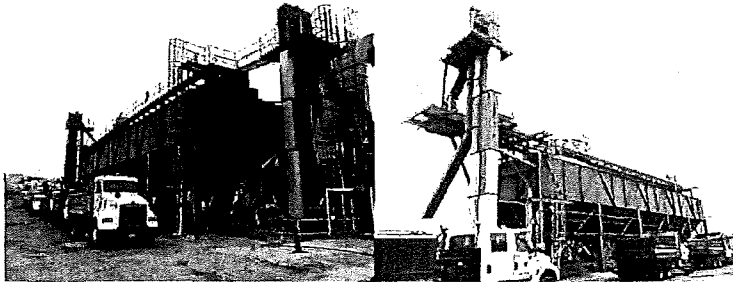
The dryer is a large cylindrical hollow drum set at a slightly sloping angle while a large gas jet flame burns inside. A dryer is needed to dry the aggregate, which often can absorb too wet to achieve the correct consistency in the production process. Rock and sand were introduced at one end of the dryer, and was dried by flowing the mixture with gas jets. The aggregates then moved through the drum and exited the other end. From there, a bucket elevator transported the aggregate and sand mixture up into a tower with metal bins that can store the hot aggregate temporarily. There is a bin for each size of rock plus one or more for sand. When the plant operator decided what type of mix to make, they selected the correct quantity of rock from the bin that held the size needed. The operator then added sand and dumped the mixture into a device called a pugmill which is located beneath the bins in the tower. The pugmill blended the rock and sand together and injected asphalt oil into the mix, mixing the aggregate and oil together in a continuous process until the asphalt batch is done. At that point, the pugmill doors were opened and the load fell into a truck or was stored temporarily in a heated/insulated silo (City and County of San Francisco, 2006).

There are two types of asphalt plants: batch plants and continuous drum plants. The SFDPRW Asphalt Plant is a batch plant type, as described above. The batch plant has the advantage of flexibility over continuous drum plants, because the operator could individually select each load that came out of the hopper, and the customer can receive the mix they required on demand. However, batch plants are not as productive as drum plants because they do not operate continuously. Each load must go through its own cycle, after which the pugmill is reloaded for another round (City and County of San Francisco, 2006).

Provided below is a description of all the facilities at the Asphalt Plant, beginning with the industrial machinery listed in order of their operation, followed by a description of the associated buildings and structures.

Aggregate Storage Bins - 1992 Industrial/Utilitarian

Five steel aggregate storage bins are aligned in a row along the eastern edge of the property. Each bin is about 20 feet square and 25 feet tall with a total length of approximately 100 feet. Each bin is supported on steel I-beams with cross-bracing, resting on concrete footers. The base of each bin forms an inverted pyramidal shape, with openings at the bottom which release aggregate on to a steel conveyor belt, located close to the ground and running directly beneath each bin for the length of the structure. Vertical steel conveyor belts are located on the north and south ends. The northern conveyor belt transferred aggregate to the Asphalt Mixer and Drum Machinery located immediately to the west (see discussion below).



Aggregate Storage Bins and Conveyor Belts, looking southwest (left) and southeast (right)

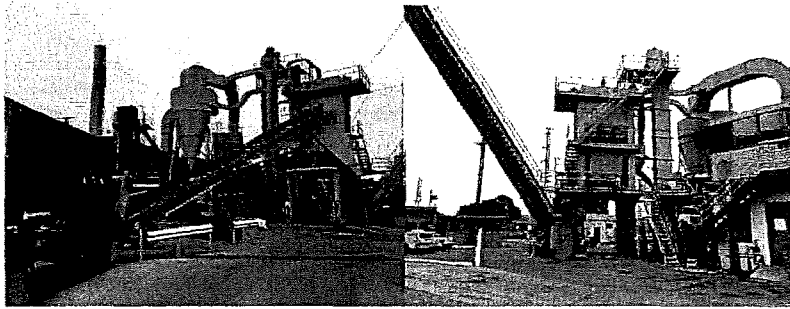
*Recorded by: Ron Brewster, ISA

*Date 6/16/15

Continuation Update

Asphalt Mixer and Drum Machinery - 1922 and 2004 - Industrial/Utilitarian

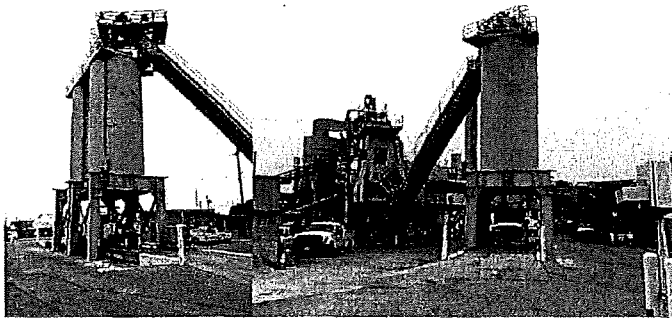
The three-story steel asphalt mixing, heating, and sorting machinery, consisting of a hopper, mixer, drum, dryer, pugmill, pughouse, and conveyor belts is located at the center of the facility north of the Electric Power Room / Control Room. The entire industrial apparatus is approximately 65 feet across and about 40 feet in height. The concrete and steel base of the hopper is accessed by vehicles which drive through and beneath it to receive their load of asphalt from trucks above. A steel conveyor belt and stairs lead from the bottom of this machinery to the top of the adjacent asphalt silos (see discussion below). Another steel frame conveyor belt leads to a steel hopper to the north, adjacent to the Workers' Restroom and Locker Room. A central steel dryer with ventilation shafts and other conveyor belts connect this apparatus to other adjacent machinery to the east, the aggregate storage bins (see discussion above). Part of this machinery also includes a 5-foot diameter cylindrical steel drum that mixes and heats the aggregate, which replaced an earlier drum in this location in 2004.



Asphalt Mixer and Drum Machinery, looking south (left) and north (right)

Asphalt Silos - 2004 Industrial/Utilitarian

Two cylindrical steel storage silos, each about 10 feet in diameter and about 30 feet tall, are supported on a rectangular base constructed of steel I-beams that is about 20 feet long, 10 feet wide, and about 10 feet tall. These are located west of the asphalt mixer and drum machinery. The base is accessed by vehicles that drive up a concrete ramp to a steel weighing station directly beneath the tanks. A steel conveyor belt and staircase lead from the top of the tanks (surrounded by a steel walkway with metal pipe railings) to adjacent machinery (see above). When the plant was operational, premixed asphalt material was stored in the silos overnight for morning delivery.



Asphalt Silos, looking north (left) and south (right)

*Recorded by: Brad Brewster, ISA

*Date 5/15/95

Continuation Update

Electrical Power Room - 1954 Modern/Utilitarian, and Control Room - 1952 Modern/Utilitarian

The Electrical Power Room is located near the corner of the facility and is a single-story building with a shallow-angle gable roof, with poured concrete construction on a concrete slab foundation. The building is approximately 25 feet long, 12 feet wide, and 10 feet tall. Fenestration is limited to two glass block windows and two solid steel pedestrian doors with steel vents above on the west elevation, and a solid steel pedestrian door on the north elevation. Concrete ramps with pipe railing access the two doors on the west elevation. Placed on top of the Electrical Power Room is the Control Room, a prefabricated steel frame building with a rectangular plan, flat roof, and vinyl siding. This building is approximately 20 feet long, 8 feet wide, and 5 feet tall. Aluminum fixed and sliding windows are located on the north and west elevations. These windows are angled slightly downwards to avoid glare. Two solid steel frame doors are located on the west elevation. The Control Room is accessed by an external, steel staircase and walkway with pipe railings that is attached to and supported by the west elevation of the Electrical Power Room. A steel air conditioning unit is attached to the south elevation of this building. When the plant was operational, the Electrical Power Room supplied the electrical power to run the asphalt mixing machinery, and the plant operations were controlled in the Control Room.



Electrical Power Room (bottom) and Control Room (top), northwest facing elevations (left) and southwest facing elevations (right)

Dispatch Office/Bathroom/Locker Room - 1954 Modern/Minimal Streamline Moderne

The Dispatch Office/Bathroom/Locker Room is a single-story building with a rectangular plan, shallow-angle shed roof, concrete masonry block construction over a poured concrete slab foundation, with a steel truss and wood frame roof. The building is located on the north side of the property along Jerrold Avenue and is approximately 60 feet long, 25 feet wide, and 10 feet tall on the eastern end, and 12 feet tall at the western end. The building contains two offices, one on either side of a central men's restroom and separate locker room. Eaves with steel flashing project about two feet from the south- and east-facing walls. Vertically-scored T-111 wood siding clads the western end of the south-facing façade. Windows are steel frame and sash awning type units with two panes each, arranged in a row and wrapping around the southeast corner of the building. Other windows on the southwest side of the building are aluminum sliding units. Two south-facing windows are covered by steel security screens. Doors are wood core doors in wood frames. The building lacks fenestration on the north and west elevations.



Dispatch Office/Men's Restroom/Locker Room. Southeast facing elevations (left), and southwest facing elevations (right)

*Recorded by: Ron Brewster, ESA

*Date 5/16/15

Continuation Update

Women's Restroom and Locker Room - 1954 Modern/Utilitarian

The Women's Restroom and Locker Room is a single-story building with a rectangular plan, gable roof clad in metal sunn roofing, metal panel exterior cladding, and steel frame construction over a poured concrete slab foundation. This building is located near the southeast corner of Jensen Avenue and Quirt Street and is likely a prefabricated commercial/industrial building. Windows are steel frame units with awning sashes and 2-over-2 panes on the north, south, and east elevations, and steel frame windows with fixed and awning sashes and 2-over-3 panes on the west elevation. Steel security screens cover the windows on the north elevation. Steel louver vents are located on the gable ends of the building. The building contains a locker room and restroom.



Women's Restroom/Locker Room. Southwest facing elevations (left), and northwest facing elevations (right)

Storage Shed and Bins - 1954 Modern/Utilitarian

The storage shed is a single-story structure with a rectangular plan and a shallow-angle shed roof clad in corrugated metal. The building is situated along the west side of the facility adjacent to the railroad tracks. It is approximately 220 feet long, 25 feet wide, and 12 feet tall. Construction consists of concrete masonry unit bearing walls on the north and south elevations, and internal steel poles supporting I-beams and steel roof trusses over a poured concrete slab foundation. The west elevation is clad in corrugated metal, and the east elevation is open to the yard. The building is divided into 10 equal-sized bays. Some bays are enclosed with plywood, while others are enclosed by chain link fencing. The building is in fair condition, with some evidence of roof damage and rust. Attached to the southern end of the storage shed are open aggregate storage bins. This is a single-story structure, with a rectangular plan, consisting of a poured concrete foundation, side, and rear walls. The structure is approximately 80 feet long, 25 feet wide, and 10 feet tall. The structure is divided into three storage bins which are open along the east elevation. Solid wood walls supported on steel I-beams extend eastward from two of the bins.



Storage Shed (left) and Bins (right)

RRP Significance: (Continued)

Brief History of Asphalt

The following history of asphalt has been summarized from a scholarly article by the National Asphalt Pavement Association (NAPA, 2015). According to NAPA, the first recorded use of asphalt as a road building material was in Babylon around 425 B.C., in the reign of King Nabopolassar. In *A Century of Progress: The History of Hot Mix Asphalt*, published by NAPA in 1992, author Hugh Gillespie notes that "an inscription on a brick records the paving of Procession Street in Babylon, which led from his palace to the north wall of the city, 'with asphalt and burned brick.'" The ancient Greeks were also familiar with asphalt and its properties, as the word asphalt comes from the Greek "asphaltos", meaning "secret." The Romans changed the word to "asphaltum" and used the substance to seal their baths, reservoirs, and aqueducts. Many centuries later, Europeans exploring the New World discovered natural deposits of asphalt. Writing in 1595, Sir Walter Raleigh described a "pitch" (or lake) of asphalt on the island of Trinidad, off the coast of Venezuela. He used this asphalt for re-caulking his ships.

Despite these early uses of asphalt, several hundred years passed before European or American builders tried it as a paving material. Englishman John Metcalf, born in 1717, built 180 miles of Yorkshire roads. Metcalf used a foundation of large stones covered with excavated road material to raise the roadbed, followed by a layer of gravel. Thomas Telford built more than 900 miles of roads in Scotland during the years 1803-1821. Telford's contemporary, John Loudon McAdam, taught himself engineering after being appointed a trustee of a Scottish turnpike. To construct his roads, McAdam used broken stones to form a hard surface, to reduce dust and maintenance, hot tar was added to bond the broken stones together, producing "tarmacadam" pavements.

The first bituminous mixtures produced in the United States were used for sidewalks, crosswalks, and roads starting in the late 1860s. In 1870, a Belgian chemist named Edmund J. DeSmedt laid the first true asphalt pavement in this country, a sand mix in front of the City Hall in Newark, New Jersey. DeSmedt's design was patterned after a natural asphalt pavement placed on a French highway in 1852. DeSmedt went on to pave Pennsylvania Avenue in Washington, DC, a project that included 54,000 square yards paved with street asphalt from Trinidad Lake Asphalt.

Until about 1900, almost all asphalt used in the United States came from the natural sources of Lake Trinidad and Bermudez Lake in Venezuela, although natural sources in California were used on a limited local scale. Refined petroleum asphalts, used initially as an additive to soften the natural asphalt for handling and placing, made an appearance in the mid-1870s and slowly gained acceptance. By 1907, production of refined asphalt had outstripped the use of natural asphalt. As the automobile grew in popularity, new drivers demanded more and better roads from local and state governments. This demand led to innovations in both the production and laying of asphalt.

The first asphalt facility to contain virtually all the basic components of those of today was built in 1901 by Warren Brothers in East Cambridge, Mass. The first drum mixers and drum dryer-mixers, which came into use around 1910, were Portland cement concrete mixers that were adapted for use with hot-mix asphalt. Mechanization took another step forward in the 1920s with the improvement of the tapered bin aggregate storage systems which were more easily moved to the job site. By the 1930s, asphalt was an essential material in nearly every form of highway construction and maintenance. In the four years from 1934 to 1937, asphalt entered into the construction of more than four-fifths of the mileage of highways completed in those years under state highway direction.

During World War II, asphalt technology improved yet again, spurred in part by the need of military aircraft for surfaces that could stand heavier loads. After the war ended, and families moved to the suburbs, road building became a huge industry. In 1956, Congress passed the State Highway Act, allotting \$51 billion to the states for road construction. The asphalt plants of the early 1950s included a dryer, a tower with a screed, and a mixer. By the mid-1960s, with air pollution a serious concern across the country, many had added wet scrubbers to reduce air emissions. The other major change in the mid to late 1960s was the addition of surge bins, storage bins, and bag houses. Prior to that, everything was loaded right from the plant into the truck. The bins for storing the mix for short periods of time added surge capacity.

*Recorded by: Brad Brewster, ESA

*Date 5/16/15

Continuation Update

Project Site History

Although the San Francisco Department of Public Works (DPW) has operated a city-owned asphalt plant since 1909, the current plant was built in 1954 on previously undeveloped city-owned land in the City's industrial Bayview neighborhood adjacent to other city-run operations, such as DPW's Central Stages and the San Francisco Public Utilities Commission's Southeast Wastewater Treatment Plant. The plant was also located along a railroad right-of-way. Operated and maintained by DPW's Bureau of Street and Sewer Repair, the plant produced asphalt (often called hot-mix asphalt - see description below) for DPW crews to pave, patch and repair potholes in City streets. The plant also provided asphalt for private contractors that pave City streets (City and County of San Francisco, 2006).

In November of 1989, the Board of Supervisors approved a major rehabilitation of the plant using \$1.5 million of the 1987 Proposition B road improvement bond funds. The approval came in the aftermath of the Loma Prieta earthquake when it was demonstrated the value of the plant's ability to supply asphalt on-demand. The plant was closed from 1990 to 1993 to accomplish the seismic rehabilitation work (City and County of San Francisco, 2006). According to a review of building permits on file, all of the asphalt mixing machinery was replaced or installed between 1992 and 2004, and the Control Room building was added to the site (San Francisco Property Information Map, Accessed online June 15, 2015).

In 2004, DPW installed two hot asphalt storage silos with the intent of allowing the plant to operate continuously to produce all of the asphalt required for a day's paving operations in addition to storing excess asphalt material for private sale, or emergency and weekend work without the need to activate the entire plant. The additional silos allowed for more cost-effective and energy efficient asphalt production. The silos also allowed the plant to serve larger projects than was possible at that time, and extend the life of other plant equipment by limiting the start-stop cycling of the plant. The total project cost for the silos was approximately \$1,730,000 with a 20-year estimated lifespan (City and County of San Francisco, 2006). The large steel drum near the center of the asphalt mixing apparatus was also added at this time according to building plans and permits.

In 2006, the financial feasibility of the plant was investigated, and it was determined that the plant was no longer financially feasible, as private producers could supply asphalt to the City more inexpensively (City and County of San Francisco, 2006). At that time, there were five other asphalt plants in the Bay Area; California Rock & Asphalt, Inc. (Cal Rock) in Brisbane, Graniterock in South San Francisco and Redwood City, Berkeley Asphalt in Berkeley, and Dutra Materials in San Rafael. In 2009, the plant ceased producing asphalt, and the property has been used for the dispatch of asphalt resurfacing crews, crew offices, and as a corporation yard for street maintenance vehicles and other equipment (personal communication, 2015). There are currently eight asphalt plants operating in the Bay Area, including Cal Rock (now EBI Aggregates) in Brisbane, Mission Valley Rock and Asphalt (three locations at Pier 92 in San Francisco, in Berkeley, and in Suncol), County Quarry Products in Martinez, Syar Industries in Napa, Solid Rock Paving in San Jose, and Rock Solid Asphalt Coatings in Hayward (www.yellowpages.com).

Evaluation

NRHP/CRHR Criterion A/1 (Events). SFDPW has run an asphalt plant in San Francisco since 1909; however, the current asphalt plant at 1801 Jerrold Avenue was constructed in 1954 on previously undeveloped city-owned land in the City's Bayview neighborhood adjacent to other city-run industries and a rail line. The plant supplied hot-mix asphalt for DPW crews to pave, patch and repair potholes in City streets, as well as asphalt for sale to private contractors. The plant operated continuously from 1954 until 1990 when it was shut down for three years and all asphalt mixing machinery was replaced to improve seismic stability. At the same time, a new control building was added. After completion of the seismic rehabilitation project, the plant operated once again from 1993 to 2007, with two hot asphalt storage silos added to the plant in 2004. The plant ceased operation in 2007, and has been used for the storage of city vehicles and equipment since that time. There is currently one other asphalt manufacturer in San Francisco and seven others in the Bay Area. While the plant once supplied asphalt for city street repair, there is nothing to suggest that these efforts are significantly associated with important historic events. Street repaving was, and continues to be, one of the many functions provided by the City or its private contractors, and while it is a necessary function, street maintenance is not considered a historically significant event at the local, state, or federal level. The manufacture and use of asphalt was well established by the time the DPW asphalt plant was built in the mid-1950s, and the plant does not appear to be associated with a particularly unique or innovative application of this street paving technology. In addition, the machinery at the asphalt plant was replaced or added to the site within the last 25 years, and the plant is currently non-operational, which has somewhat reduced its integrity. For these reasons, the property is recommended ineligible for listing in the CRHR and NRHP under Criteria A/1.

NRHP/CRHR Criterion B/2 (Important Persons). The SFDPW Asphalt Plant at 1801 Jerrald Avenue was a City-run operation that is not associated with any single person or group of persons. For these reasons, the property is recommended ineligible for listing in the CRHR and NRHP under Criterion B/2.

NRHP/CRHR Criterion C/3 (Architecture/Design). The four buildings at the SFDPW Asphalt Plant, including the Dispatch Office/Bathroom/Locker Room, Women's Restroom/Locker Room, Electrical Power Room, and Storage Shed, were all designed and constructed in the mid-1950s, and exhibit some elements of the Modern architectural style from this period, but are more utilitarian in nature and do not represent the embodiment of this style to the degree that any of them would be eligible for listing in the NRHP or CRHR under criterion C/3. With its shallow-angle shed roof, bowed eaves, and steel sash ribbon windows that wrap around the southeast corner, the Dispatch Office/Bathroom/Locker Room exhibits some elements of the Streamline Moderne idiom of Modern architecture, but this too is a more utilitarian version that does not represent the embodiment of the style. All buildings on the site were designed by DPW's Department of Engineering, and are not attributed to any one particular architect or designer. The industrial asphalt machinery, storage silos, and Control Room are utilitarian in design. All of these were replaced or added to the site within the past 25 years and represent typical, rather than exemplary, forms of industrial machinery. For these reasons, the property is recommended ineligible for listing in the CRHR and NRHP under Criterion C/3.

NRHP/CRHR Criterion D/4 (Information Potential). The asphalt mixing, storage, and delivery operations at the plant were well established technologies by the time the plant was constructed in the 1950s, and the plant facilities have little to no potential to reveal information important to history. For these reasons, the property is recommended ineligible for listing in the CRHR and NRHP under Criterion D/4.

References

Asphalt Plants in the Bay Area, accessed online at www.yellowpages.com on June 15, 2015.

City and County of San Francisco, *Municipal Asphalt Plant Study*, 2006.

City and County of San Francisco, San Francisco Property Information Map, 1801 Jerrald Avenue, accessed online at <http://propertymap.sfplanning.org/> on June 15, 2015.

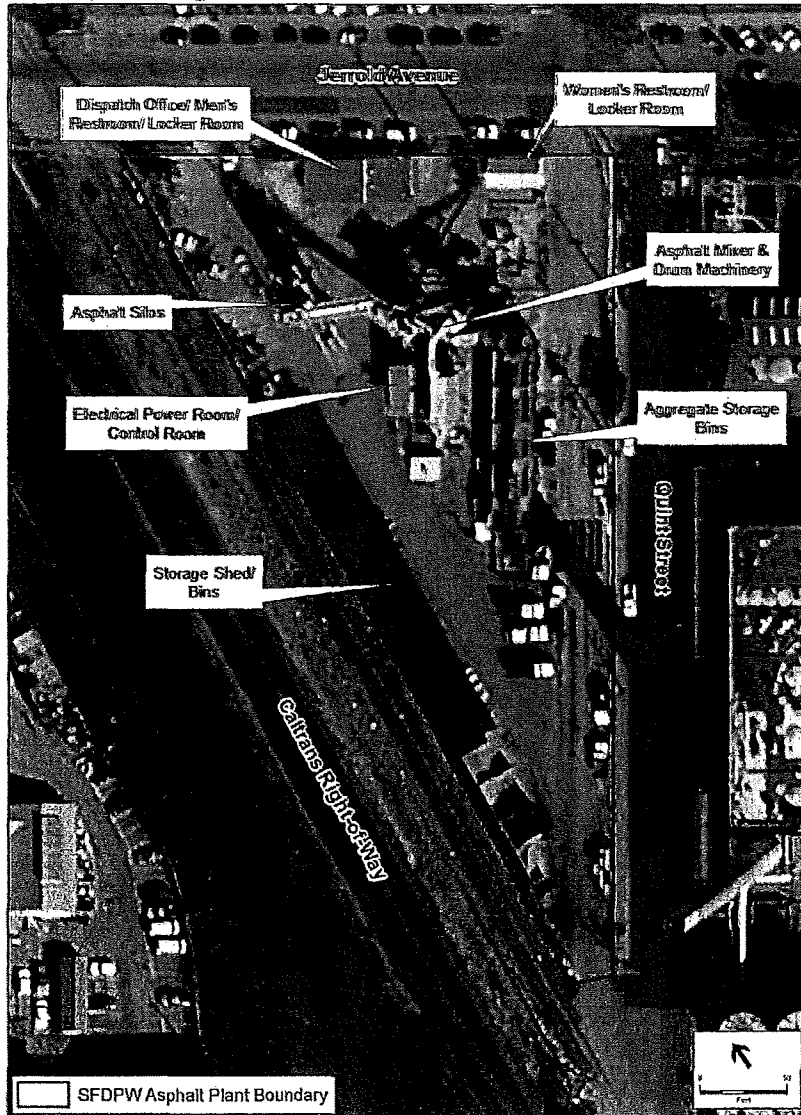
National Asphalt Paving Association (NAPA), *History of Asphalt*, accessed online at <http://www.asphaltpavement.org> on June 15, 2015.

Personal communication, Matthew Neclerio, SFDPW with Brad Brewster, ISA, June 18, 2015.

Permits: Permit # 9208472, 5/27/1992, horizontal addition to aggregate storage bins for \$394,567.00, Permit # 9208469, 5/27/1992, erect industrial compressor for \$42,288, Permit # 9208467, 5/27/1992, erect industrial machinery for \$103,477.00, Permit # 200303190141, 3/19/2003, erect silos and conveyors, truck scale, burners and flue gas recirculation system, batch plant control for \$1,750,000.

Plans: City and County of San Francisco, Department of Public Works, *Asphalt Plant Upgrade Plans*, May 2003.

Sketch Map (Source: Google Earth, 2014)



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*Resource Name or # (Assigned by recorder) SFDPW Asphalt Plant

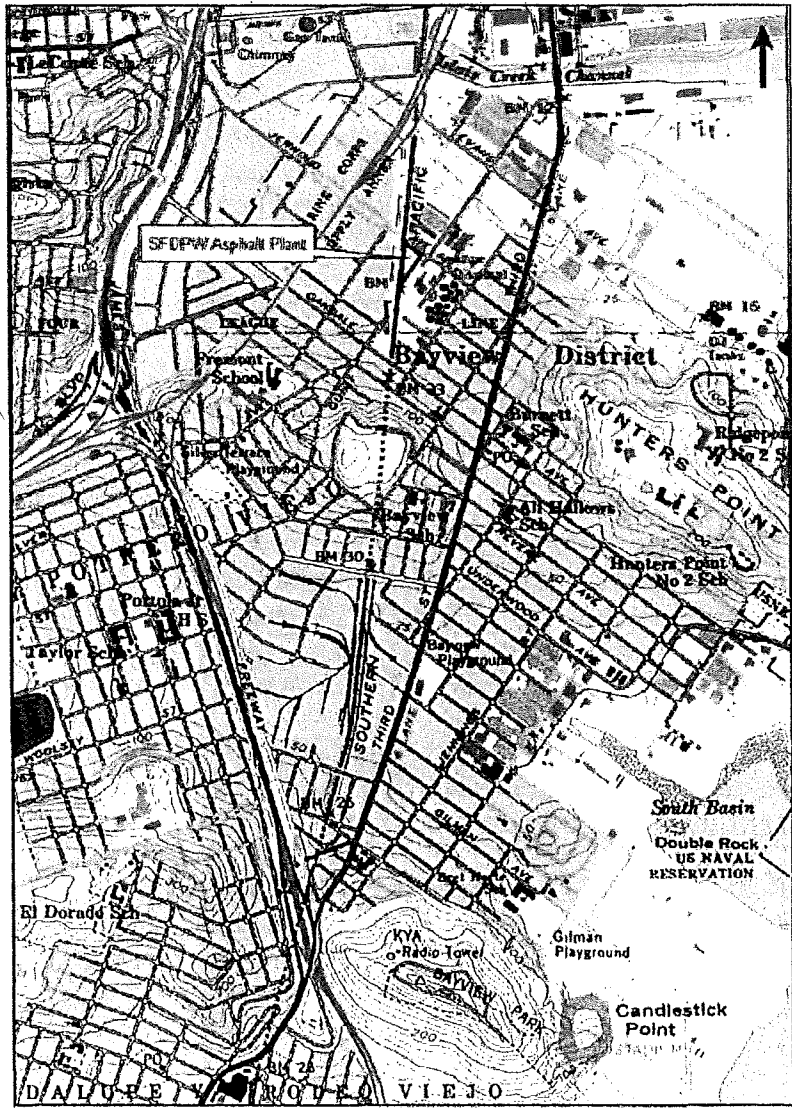
*Recorded by: Bond Rowles, USA

*Date: 6/16/75

Continuation Update

Location Map: USGS San Francisco South 7.5' Quadrangle *Scale: 1:24,000

*Date of map: 1980



DPR 523L (1/95)

*Required Information

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 16-0228

WHEREAS, In 1948, pursuant to BOS Resolution No. 4744 (Series of 1939) and specifically for the purposes of a sludge treatment plant, the City and County of San Francisco ("City") purchased the Asphalt Plant Site (Parcels 5281/001 and 5288/003 (now combined to form Parcel 5281/001)), commonly known as 1801 Jerrold Avenue, pursuant to an agreement approved by BOS Ordinance No. 4849 (Series of 1939); and

WHEREAS, In 1955, Public Works constructed municipal asphalt plant on the Asphalt Plant Site and operated it until Fiscal Year 2010. The Asphalt Plant Site is located directly across Quint Street from the Southeast Water Pollution Control Plant ("SEP"); and

WHEREAS, Effective August 1, 1996, jurisdiction over City's wastewater system, including sewer facilities, assets, and properties, was transferred to the SFPUC; and

WHEREAS, Pursuant to City Charter Section 8B.121, the SFPUC has exclusive jurisdiction over San Francisco Block 4343/Lot 031, Block 4343/Lot 018, and Block 4346/Lots 001 and 001A ("SFPUC Parcels"), which are bounded by Napoleon, Evans, and Cesar Chavez Streets; and

WHEREAS, The SFPUC owns, operates and maintains extensive subsurface wastewater facilities ("Wastewater Facilities") placed beneath the SFPUC Parcels, including a portion of the Napoleon Site (the "Wastewater Reserved Area"). The SFPUC uses a portion of the SFPUC Parcels for parking and to maintain the security fencing, gates, gate intercom system, gate operators, and seven furnished trailers with ADA ramps ("Trailers") for office use; and

WHEREAS, Public Works maintains a facility for its operational vehicles, equipment, and storage on Cesar Chavez Street near Evans Street ("DPW Yard"). The DPW Yard is located on a portion of, and adjacent to, the SFPUC Parcels; and

WHEREAS, On February 22, 2000, by Resolution No. 00-0064, the SFPUC authorized execution of a revocable, personal, non-exclusive, and non-possessory permit ("Permit") between the SFPUC, as permittor, and Public Works, as permittee, that provides for Public Works' right to enter and use a portion of Block 4343/Lot 018, and Block 4346/Lots 001 and 001A (together designated as the "Existing Permit Area"). The Existing Permit Area is located on the surface over a portion of the Wastewater Facilities. Public Works uses the Existing Permit Area for equipment and materials storage and parking; and

WHEREAS, Public Works desires to acquire jurisdiction over and occupy the Napoleon Site) to expand its DPW Yard area and operations. Because a portion of the Napoleon Site (the "Wastewater Facilities Area") is located within the Existing Permit Area and contains Wastewater Facilities and the Napoleon Site includes the Wastewater Reserved Area, Public Works proposed acquisition of jurisdiction over, and occupation of, the Napoleon Site will be

subject to restrictions in the MOU that will protect, and assure SFPUC access to, the existing and future Wastewater Facilities placed under the Napoleon Site and under the Wastewater Facilities Area. In addition, Public Works desires to obtain ownership of the Trailers located on another portion of the Napoleon Site. The Trailers are operational but have limited residual monetary value to the SFPUC; and

WHEREAS The SEP facilities are old, and require substantial maintenance, repair, and replacement. The SFPUC is undertaking scheduled repair and replacement projects at the SEP and at various locations in San Francisco in the near term, and has immediate need for additional space for storage of equipment and vehicles and temporary relocation of existing uses in the vicinity of the SEP; and

WHEREAS, In the longer term, the SFPUC anticipates a continuing need for more space for capital improvement projects related to existing facilities and upgrades to the wastewater system. Because of the existing intensive competition for available industrial land in San Francisco, particularly in proximity to the SFPUC's existing utility plants and facilities, the SFPUC now seeks to secure land necessary to support its current and future obligations to provide essential utility services; and

WHEREAS, The SFPUC desires to acquire jurisdiction over and occupy and utilize the Asphalt Plant Site in exchange for consenting to the jurisdictional transfer of the Napoleon Site (subject to appropriate restrictions regarding the use of, and access to, the portions of Wastewater Reserved Area contained within the Napoleon Site) and ownership of Trailers to Public Works; and

WHEREAS, Public Works desires to acquire jurisdiction over the Napoleon Site and ownership of the Trailers, in exchange for consenting to the jurisdictional transfer of the Asphalt Plant Site to the SFPUC; and

WHEREAS, The SFPUC General Manager and staff recommend that the Commission declare the Napoleon Site surplus to the SFPUC's utility needs and transfer jurisdiction over the Napoleon Site to Public Works; and

WHEREAS, The recommendation of SFPUC General Manager and staff is subject to the requirement under applicable law that the SFPUC obtain fair market value for the transfer of this real property asset of the SFPUC Wastewater Enterprise; and

WHEREAS, The SFPUC and Public Works ordered property appraisals through the City's Real Estate Division. CBRE issued an appraisal by a MAI appraiser stating that the fair market value of the Napoleon Site as of August 31, 2016 was **\$1,450,000**. CBRE issued an appraisal by a MAI appraiser stating that the fair market value of the Asphalt Plant Site as of August 31, 2016 was **\$1,440,000**. These appraisals demonstrate that the fair market value of the two properties proposed for exchange is reasonably equivalent; and

WHEREAS, SFPUC staff, together with Public Works staff, are negotiating the terms of a Memorandum of Understanding (MOU) that will provide the terms of the proposed jurisdictional transfer; and

WHEREAS, The MOU shall provide that Public Works shall provide consideration to the SFPUC that is reasonably equivalent to the appraised fair market value of the Napoleon Site and the value of the Trailers and further provides that Public Works shall take possession of the Napoleon Site upon full approval of the MOU by the Board of Supervisors and the Mayor; and

WHEREAS, The Public Works Director is authorized to negotiate and execute the MOU, to provide fair market value for Napoleon Site, and to seek the jurisdictional transfer of that property; and

WHEREAS, The MOU will provide that the SFPUC and Public Works will seek approval by the Board of Supervisors and the Mayor of the jurisdictional transfer of Napoleon Site and the Trailers to Public Works by the SFPUC in exchange for the jurisdictional transfer to the SFPUC by Public Works of the Asphalt Plant Site, with each of the SFPUC and Public Works to receive property and assets reasonably equivalent to the fair market value of the properties so transferred as required by applicable law; and

WHEREAS, On June 2, 2016, the Planning Department issued a categorical exemption under CEQA Guidelines Section 15304 (Minor Alterations of Land), Class 4 and Section 15305, (Minor Alterations in Land Use Limitations) for this action; now, therefore be it


RESOLVED, Pursuant to Charter Section 8.B121 (e), and based upon the recommendation of the SFPUC General Manager and staff, the Commission declares that, subject to the MOU containing provisions that provide for the SFPUC's continued rights to access, maintain, operate, repair and replace the Wastewater Facilities contained within and under the Napoleon Site, the Napoleon Site is surplus to the needs of any utility under SFPUC jurisdiction, and, be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to (a) negotiate and execute an MOU by and between SFPUC and Public Works to provide for (i) the jurisdictional transfer of the Napoleon Site and the ownership of the Trailers to Public Works in exchange for jurisdictional transfer to the SFPUC by Public Works of the Asphalt Plant Site, based on appraisals that determine that the two properties to be so exchanged have reasonably equivalent fair market values, (ii) appropriate provisions that will allow the SFPUC to protect, and assure its access to, the existing and future Wastewater Facilities placed under the Napoleon Site and under the Wastewater Facilities Area, and (b) to undertake the actions contemplated therein, including seeking the approval of the Mayor and Board of Supervisors for the jurisdictional transfers proposed in the MOU; and, be it

FURTHER RESOLVED, That this Commission hereby ratifies, approves, and authorizes all actions taken by any City official in connection with the MOU; and, be it

FURTHER RESOLVED, That this Commission authorizes the SFPUC General Manager to enter into any amendments or modifications to the MOU, including without limitation, the exhibits, that the General Manager determines, in consultation with the City Attorney, are in the best interest of the City; do not materially increase the obligations or liabilities of the City or materially diminish the benefits to the City; are necessary or advisable to effectuate the purposes and intent of the MOU or this resolution; and are in compliance with all applicable laws, including the City Charter.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of October 25, 2016.



Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 00-0064

WHEREAS, The City and County of San Francisco owns certain real property under the jurisdiction of the San Francisco Public Utilities Commission in San Francisco County; and

WHEREAS, The Department of Public Works has requested to enter into an agreement to use the area located above a box sewer that runs along the length of their corporation yard; and

WHEREAS, BERM has determined, and completed a certification, that the project described by the proposed agreement is categorically exempt from the requirements of the California Environmental Quality Act; now, therefore, be it

RESOLVED, That this Commission hereby approves the terms and conditions and authorizes the execution of that certain permit to the Department of Public Works, as Permittee, for the use of property located above a box sewer that runs along the length of the corporation yard located at Cesar Chavez Street, in San Francisco, as set forth in the permit of certain real property under the jurisdiction of the Public Utilities Commission, as shown on Drawing No. B-4702, commencing upon execution following authorization and approval of the PUC and expiring upon oral or written notice from PUC revoking this Permit: and be it

FURTHER RESOLVED, That all actions authorized by this resolution and heretofore taken by any City official in connection with such Agreement are hereby ratified, approved and confirmed by this Commission; and be it

FURTHER RESOLVED, That upon approval by this Commission, the General Manager of Public Utilities is hereby authorized and directed to execute said permit.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of FEB 22 2000.

Lorna J. Navarro

Secretary, Public Utilities Commission



October 28, 2016

Through Harlan L. Kelly, Jr.,
 General Manager
 San Francisco Public Utilities Commission.

Mohammed Nuru
 Director
 San Francisco Public Works

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

Subject: Jurisdictional Transfer and Exchange of City Property - San Francisco Public Utilities Commission - San Francisco Public Works – 160 Napoleon Street – 1801 Jerrold Avenue

Dear Board Members:

Attached for your consideration is a Resolution approving and authorizing the jurisdictional transfer and exchange of two City-owned properties between the San Francisco Public Utilities Commission and the San Francisco Public Works Department.

Specifically, the Resolution approves:

- (A) The jurisdictional transfer of 1801 Jerrold Avenue, Assessor's Block No. 5281, Lot No. 001, consisting of approximately 64,340 square feet, commonly known as the Asphalt Plant Site, currently under the jurisdiction of the San Francisco Public Works (SFPW) to the San Francisco Public Utilities Commission (SFPUC), subject to the terms and conditions of a Memorandum of Understanding between the SFPUC and SFPW;
- (B) The jurisdictional transfer of a portion of Block 4343, Lots 018 and 031 and Block 4346, Lots 001 and 001A (entirety of which are the SFPUC's Parcels), consisting of 59,132 square feet, commonly known as the Napoleon Yard, currently under the jurisdiction of the SFPUC to the SFPW, subject to the terms and conditions of a Memorandum of Understanding between the SFPUC and SFPW;
- (C) The environmental findings and other findings that the actions set forth in this Resolution are consistent with the City's General Plan and the eight priority policies of City Planning Code, Section 101.1; and
- (D) Authorizes other actions in furtherance of the Resolution.

Background

The San Francisco Public Works Department (SFPW) has jurisdiction over the Asphalt Plant Site, but has not been using the site as a municipal asphalt plant since FY 2010.

The San Francisco Public Utilities Commission (SFPUC) has jurisdiction over the SFPUC parcels, which includes the Napoleon Yard which is subject to SFPUC easements and SFPUC subsurface wastewater facilities running through those easements. The SFPUC Parcels have no surface structural improvements. The SFPUC uses a portion of the SFPUC Parcels for parking and seven furnished trailers (Trailers) for office use. The SFPW has a permit from SFPUC to maintain a facility for its operational vehicles,

Edwin M. Lee
 Mayor

Anson Moran
 President

Ike Kwon
 Vice President

Ann Moller Caen
 Commissioner

Francesca Vietor
 Commissioner

Vince Courtney
 Commissioner

Harlan L. Kelly, Jr.
 General Manager



equipment and storage on Cesar Chavez Street near Evans Street (the SFPW Yard) which is located on a portion of, and adjacent to, the SFPUC Parcels.

The SFPW desires to acquire jurisdiction over and occupy the Napoleon Site to expand its SFPW Yard and operations. The SFPW also desires to obtain ownership and use of the seven Trailers owned by the SFPUC. The Trailers are operational but have limited residual monetary value to the SFPUC.

The SFPUC desires to acquire jurisdiction over and occupy the Asphalt Plant Site as part of its capital improvement program in exchange for consenting to transfer the Napoleon Site and ownership of the Trailers to SFPW, subject to appropriate restrictions regarding the use of, and access to, the existing and future wastewater facilities within the site.

The Asphalt Plant Site is located directly across from the SFPUC'S Southeast Water Pollution Control Plant (SEP) facilities. The SEP facilities are old, and require substantial maintenance, repair, and replacement. The SFPUC is undertaking scheduled repair and replacement projects at the SEP and at various locations in San Francisco in the near term, and has immediate need for additional space for storage of equipment and vehicles and temporary relocation of existing uses in the vicinity of the SEP. In the longer term, the SFPUC anticipates a continuing need for more space for capital improvement projects related to existing facilities and upgrades to the wastewater system. Because of the existing intensive competition for available industrial land in San Francisco, particularly in proximity to the SFPUC's existing utility plants and facilities, the SFPUC now seeks to secure land necessary to support its current and future obligations to provide essential utility services. The Asphalt Plant Site meets the SFPUC's need for additional land.

SFPUC Resolution

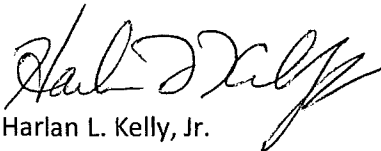
On October 25, 2016, the SFPUC approved Resolution No. 16-0228, which found the Napoleon Site surplus to the SFPUC'S utility needs and authorizes the SFPUC General Manager to negotiate and execute an MOU with the SFPW for the jurisdictional transfer and exchange of the Napoleon Site and Trailers, subject to the SFPUC's continued rights to access, maintain, operate, repair, and replace the wastewater facilities contained within and under the Napoleon Site, to SFPW and acceptance of the Asphalt Site from SFPW.

Appraised Value

Upon review and consideration of appraisals of the two properties conducted by an MAI designated independent appraiser, the Director of Property has determined that the appraised fair market value of the Napoleon Site and Trailers is approximately the same as the appraised fair market value of the Asphalt Site, and in his opinion, the appraisals demonstrate that the fair market value of the two properties proposed for exchange are reasonably equivalent and the Asphalt Plant Site can be used more advantageously by the SFPUC and the Napoleon Site can be used more advantageously by the SFPW.

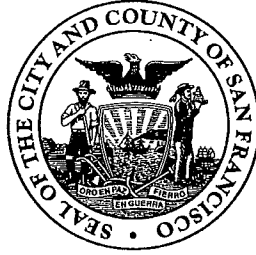
The San Francisco Public Utilities Commission and the San Francisco Public Works Department recommend approval of the proposed Resolution and the jurisdictional transfer of the two properties. If you have any questions, please contact Shelby Campbell at 415.554.3431 or scampbell@sfgwater.org or Sue Black at 415.695.2013 or Sue.Black@sfdpw.org.

Sincerely,



Harlan L. Kelly, Jr.
General Manager


BOARD of SUPERVISORS



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

MEMORANDUM

TO: Harlan Kelly, Jr., General Manager, Public Utilities Commission
Mohammed Nuru, Director, Public Works

FROM:  Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

DATE: November 10, 2016

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, introduced by Mayor Lee on November 1, 2016:

File No. 161197

Resolution approving the jurisdictional transfer of 1801 Jerrold Avenue, Assessor's Parcel Block No. 5281, Lot No. 001, consisting of approximately 64,340 square feet, commonly known as the Asphalt Plant Site, currently under the jurisdiction of Public Works (SFPW) to the San Francisco Public Utilities Commission (SFPUC), and a portion of 160 Napoleon Street, Assessor's Parcel Block No. 4343, Lot Nos. 018 and 031, and Block No. 4346, Lot Nos. 001 and 001A, consisting of 59,132 square feet, commonly known as the Napoleon Site, currently under the jurisdiction of the SFPUC to the SFPW, subject to the terms and conditions of a Memorandum of Understanding between SFPUC and SFPW; adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and authorizing other actions in furtherance of this Resolution, as defined herein.

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: alisa.somera@sfgov.org.

c: Juliet Ellis, Public Utilities Commission
Donna Hood, Public Utilities Commission
Frank Lee, Public Works
John Thomas, Public Works
Lena Liu, Public Works

BOARD of SUPERVISORS



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

November 10, 2016

File No. 161197

Lisa Gibson
Acting Environmental Review Officer
Planning Department
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Ms. Gibson:

On November 1, 2016, Mayor Lee introduced the following proposed legislation:

File No. 161197

Resolution approving the jurisdictional transfer of 1801 Jerrold Avenue, Assessor's Parcel Block No. 5281, Lot No. 001, consisting of approximately 64,340 square feet, commonly known as the Asphalt Plant Site, currently under the jurisdiction of Public Works (SFPW) to the San Francisco Public Utilities Commission (SFPUC), and a portion of 160 Napoleon Street, Assessor's Parcel Block No. 4343, Lot Nos. 018 and 031, and Block No. 4346, Lot Nos. 001 and 001A, consisting of 59,132 square feet, commonly known as the Napoleon Site, currently under the jurisdiction of the SFPUC to the SFPW, subject to the terms and conditions of a Memorandum of Understanding between SFPUC and SFPW; adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and authorizing other actions in furtherance of this Resolution, as defined herein.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

for By: Alisa Somera
for By: Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

Attachment

c: Joy Navarrete, Environmental Planning
Jeanie Poling, Environmental Planning



October 28, 2016

Honorable Mayor Edwin Lee
 City and County of San Francisco
 1 Dr. Carlton B. Goodlett Place, Room 200
 San Francisco, CA 94102

Subject: Jurisdictional Transfer and Exchange of City Property - San Francisco Public Utilities Commission - San Francisco Public Works – 160 Napoleon Street – 1801 Jerrold Avenue

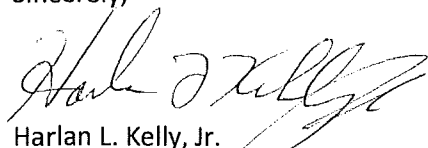
Dear Mayor Lee:

Attached please find an original copy of a resolution (1) approving the jurisdictional transfer of (a) 1801 Jerrold Avenue, Assessor's Block No. 5281, Lot No. 001, consisting of approximately 64,340 square feet, commonly known as the Asphalt Plant Site, currently under the jurisdiction of the San Francisco Public Works (SFPW) to the San Francisco Public Utilities Commission (SFPUC), and (b) a portion of 160 Napoleon Street, Block 4343, Lots 018 and 031 and Block 4346, Lots 001 and 001A, consisting of 59,132 square feet, commonly known as the Napoleon Site, currently under the jurisdiction of the SFPUC to the SFPW, subject to the terms and conditions of a Memorandum of Understanding between SFPUC and SFPW; (2) adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the City's General Plan and the eight priority policies of City Planning Code, Section 101.1; and (3) authorizing other actions in furtherance of this Resolution.

In this packet you will find:

- A copy of the BOS resolution requiring your signature
- Map of the Asphalt Plant Site (included as Exhibit A and B)
- Map of the SFPUC's Wastewater Restricted Area (included as Exhibit C)
- Description of Trailers (included as Exhibit F)
- SFPUC Resolution No. 00-0064
- Memorandum of Understanding
- CEQA Categorical Exemption Form
- SFPUC Resolution No. 16-0228
- San Francisco Planning Department General Plan Referral
- Director of Property Memorandum
- Letter to the Board of Supervisors

Sincerely,


 Harlan L. Kelly, Jr.
 General Manager

Edwin M. Lee
 Mayor

Anson Moran
 President

Ike Kwon
 Vice President

Ann Moller Caen
 Commissioner

Francesca Vietor
 Commissioner

Vince Courtney
 Commissioner

Harlan L. Kelly, Jr.
 General Manager





San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

TO: Angela Calvillo, Clerk of the Board

FROM: *JS* John Scarpulla, Policy and Government Affairs

DATE: October 28, 2016

SUBJECT: Jurisdictional Transfer and Exchange of City Property - San Francisco Public Utilities Commission - San Francisco Public Works – 160 Napoleon Street – 1801 Jerrold Avenue

Attached please find an original and one copy of a proposed resolution (1) approving the jurisdictional transfer of (a) 1801 Jerrold Avenue, Assessor's Block No. 5281, Lot No. 001, consisting of approximately 64,340 square feet, commonly known as the Asphalt Plant Site, currently under the jurisdiction of the San Francisco Public Works (SFPW) to the San Francisco Public Utilities Commission (SFPUC), and (b) a portion of 160 Napoleon Street, Block 4343, Lots 018 and 031 and Block 4346, Lots 001 and 001A, consisting of 59,132 square feet, commonly known as the Napoleon Site, currently under the jurisdiction of the SFPUC to the SFPW, subject to the terms and conditions of a Memorandum of Understanding between SFPUC and SFPW; (2) adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the City's General Plan and the eight priority policies of City Planning Code, Section 101.1; and (3) authorizing other actions in furtherance of this Resolution.

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Resolution
2. Map of the Asphalt Plant Site (included as Exhibit A and B)
3. Map of the SFPUC's Wastewater Restricted Area (included as Exhibit C)
4. Description of Trailers (included as Exhibit F)
5. SFPUC Resolution No. 00-0064
6. Memorandum of Understanding
7. CEQA Categorical Exemption Form
8. SFPUC Resolution No. 16-0228
9. San Francisco Planning Department General Plan Referral
10. Director of Property Memorandum
11. Letter to the Board of Supervisors

Please contact John Scarpulla at (415) 934-5782 if you need additional information on these items.

Edwin M. Lee
Mayor

Francesca Vietor
President

Anson Moran
Vice President

Ann Moller Caen
Commissioner

Vince Courtney
Commissioner

Ike Kwon
Commissioner

Harlan L. Kelly, Jr.
General Manager





Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator




John Updike
Director of Real Estate

MEMORANDUM

October 26, 2016

TO: Harlan Kelly, Jr., General Manager
San Francisco Public Utilities Commission

Mohammed Nuru, Director
San Francisco Public Works

FROM: John Updike, Director of Property
General Services Agency – Real Estate Division 

RE: Jurisdictional Transfer and Exchange – Real Property Fair Market Value
Asphalt Plant and Napoleon Yard

Pursuant to City Administrative Code Section 23, et al., I am authorized to express an opinion of value of real property including fair market value, based on a review of available and relevant data. I have been asked to analyze the value of the properties located at the Asphalt Plant Site and the Napoleon Yard (as further defined below).

I have reviewed and analyzed the Appraisal Report dated September 15, 2016 (incorporated herein by reference) with a date of value of August 31, 2016, by an independent third party MAI designated appraiser, of a portion of 160 Napoleon Street, San Francisco, California (Block 4343, Lots 018 and 031 and Block 4346, Lots 001 and 001A), consisting of approximately 59,132 square feet, known as the “Napoleon Yard,” currently under the jurisdiction of the San Francisco Public Utilities Commission (“SFPUC”). The report opined to the fair market value of the fee simple interest of the property in its “As Is” condition, including its site improvements, a paved site and yard secured by iron fencing with electric gates and security cameras on which seven pre-fabricated metal office trailers are located, and I agree with and accept the value conclusion of \$1,450,000.

I have reviewed and analyzed the Appraisal Report dated September 15, 2016 (incorporated herein by reference) with a date of value of August 31, 2016, by an independent third party MAI designated appraiser, of 1801 Jerrold Avenue, San Francisco, California (Block 5291, Lot 001), consisting of approximately 64,340 square feet, known as the “Asphalt Plant Site,” currently under the jurisdiction of the San Francisco Public Works (“SFPW”). The report opined to the fair market value of the fee simple interest in the property in its “As Is” condition including the demolition of the existing buildings, sheds and storage bins, and I agree with and accept the value conclusion of \$1,440,000.

It is my opinion that the fair market values of the two properties are substantially and reasonably equivalent for purposes of a jurisdiction transfer and exchange of the properties between the SFPUC and the SFPW.

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *for* Mayor Edwin M. Lee *NE*
RE: Jurisdictional Transfer and Exchange of City Property - San Francisco
Public Utilities Commission - San Francisco Public Works - 160 Napoleon
Street - 1801 Jerrold Avenue
DATE: November 1, 2016

Attached for introduction to the Board of Supervisors is a Resolution (1) approving the jurisdictional transfer of (a) 1801 Jerrold Avenue, Assessor's Block No. 5281, Lot No. 001, consisting of approximately 64,340 square feet, commonly known as the Asphalt Plant Site, currently under the jurisdiction of the San Francisco Public Works (SFPW) to the San Francisco Public Utilities Commission (SFPUC), and (b) a portion of 160 Napoleon Street, Block 4343, Lots 018 and 031 and Block 4346, Lots 001 and 001A, consisting of 59,132 square feet, commonly known as the Napoleon Site, currently under the jurisdiction of the SFPUC to the SFPW, subject to the terms and conditions of a Memorandum of Understanding between SFPUC and SFPW; (2) adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the City's General Plan and the eight priority policies of City Planning Code, Section 101.1; and (3) authorizing other actions in furtherance of this Resolution.

Should you have any questions, please contact Nicole Elliott at (415) 554-7940.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 NOV - 1 PM 4: 06
[Signature]

