

File No. 101433

Committee Item No. \_\_\_\_\_

Board Item No. 37

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

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

Board of Supervisors Meeting

Date December 7, 2010

#### Cmte Board

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

OTHER (Use back side if additional space is needed)

✓ See *Index of Documents*  
(see File No. 101400 for complete documents.)

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Completed by: Alisa Somera Date December 2, 2010

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

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

4-23-00  
4-23-00  
2-1-00

1 [Authorizing the Acquisition of Real Property by Eminent Domain for Transbay Transit Center  
2 Program - 60 Tehama Street]

3  
4 **Resolution authorizing the acquisition of real property commonly known as 60 Tehama**  
5 **Street, San Francisco, California (Assessor's Block No. 3736, Lot No. 088) by eminent**  
6 **domain for the public purpose of constructing the Transbay Transit Center Program;**  
7 **adopting environmental findings under the California Environmental Quality Act**  
8 **(CEQA), CEQA Guidelines, and Administrative Code Chapter 31; and adopting findings**  
9 **of consistency with the General Plan and City Planning Code Section 101.1.**

10  
11 WHEREAS, The Transbay Transit Center Program (the Project) consists of, among  
12 other things, a new Transit Center at the current site of the Transbay Terminal in the City and  
13 County of San Francisco (the City); a temporary terminal on the block bounded by Main,  
14 Beale, Folsom, and Howard Streets; reconstructed bus ramps from the Transit Center to the  
15 San Francisco-Oakland Bay Bridge; an offsite bus storage/layover area under Interstate 80 on  
16 the two blocks bounded by Perry, Stillman, 2nd, and 4th Streets; a Caltrain station near 4th  
17 and Townsend Street; and the Transbay Redevelopment Plan; and

18 WHEREAS, The Project's primary objectives include connecting multiple modes of  
19 transit; extending Caltrain and High Speed Rail into the new downtown Transit Center;  
20 increasing transit use and reducing travel time; and creating a new transit-oriented  
21 neighborhood around the Transit Center; and

22 WHEREAS, The Project will provide a critical transportation improvement, including a  
23 modern regional transit hub connecting eight Bay Area counties and the State of California  
24 through eleven transit systems; and

1 WHEREAS, California Government Code Sections 25350.5 and 37350.5 authorize the  
2 City's Board of Supervisors (this Board) to acquire any property necessary to carry out any of  
3 the powers or functions of the City by eminent domain; and

4 WHEREAS, The real property commonly known as 60 Tehama Street, San Francisco,  
5 California (Assessor's Parcel No. Block 3736, Lot 088) (the Subject Property"), which is more  
6 particularly described in Exhibit A and shown in Exhibit B, is required for the construction of  
7 the Project; and

8 WHEREAS, On April 22, 2004, the City's Planning Commission (the Commission)  
9 certified in Motion No. 16773 that the Final Environmental Impact Statement/Environmental  
10 Impact Report and Section 4(f) Evaluation (Final EIS/EIR) for the Project was in compliance  
11 with CEQA, the CEQA Guidelines, and Chapter 31 of the City Administrative Code. The Final  
12 EIS/EIR and Motion No. 16773 are on file with the Clerk of the Board of Supervisors in File  
13 No. 040616 and are incorporated by reference; and

14 WHEREAS, On April 22, 2004, in Resolution No. 2004-11, the Peninsula Corridor Joint  
15 Powers Board also certified the Final EIS/EIR and made findings similar to those of the  
16 Commission with regard to CEQA and the CEQA guidelines. Resolution No. 2004-11 is on  
17 file with the Clerk of the Board of Supervisors in File No. 040616 and is incorporated by  
18 reference; and

19 WHEREAS, On April 20, 2004, in Resolution No. 45-2004, the San Francisco  
20 Redevelopment Agency also certified the Final EIS/EIR and made findings similar to those of  
21 the Commission with regard to CEQA and the CEQA guidelines. Resolution No. 45-2004 is  
22 on file with the Clerk of the Board of Supervisors in File No. 040616 and is incorporated by  
23 reference; and  
24  
25

1           WHEREAS, On April 22, 2004, the Board of Directors of the Transbay Joint Powers  
2 Authority (TJPA), by Resolution No. 04-004, approved the components of the Project within its  
3 jurisdiction and adopted CEQA Findings, including a Statement of Overriding Considerations  
4 and a Mitigation Monitoring and Reporting Program. Resolution No. 04-004 is on file with the  
5 Clerk of the Board of Supervisors in File No. 041079 and is incorporated by reference; and

6           WHEREAS, On June 15, 2004, this Board adopted Motion No. 04-67, in Board File No.  
7 040629, affirming the Commission's decision to certify the Final EIS/EIR. Motion No. 04-67.  
8 is on file with the Clerk of the Board of Supervisors in File No. 040629 and is incorporated by  
9 reference; and

10           WHEREAS, The Board of Supervisors in Resolution No. 612-04, adopted  
11 environmental findings in relation to the Transbay Terminal, Caltrain Downtown Extension,  
12 and Transbay Redevelopment Plan. Copies of said Resolution and supporting materials are in  
13 Clerk of the Board of Supervisors File No. 41079. The Board of Supervisors, in Ordinance  
14 No. 124-05 as part of its adoption of the Transbay Redevelopment Plan, adopted additional  
15 environmental findings. Copies of said Ordinance and supporting materials are in Clerk of the  
16 Board of Supervisors File No. 50184. Said Resolution and Ordinance and supporting  
17 materials are incorporated by reference herein for the purposes of this Resolution; and

18           WHEREAS, The Board of Directors of the TJPA have approved addenda to the Final  
19 EIS/EIR as follows: Addendum No. 1 (Resolution No. 06-011) (June 2, 2006); Addendum No.  
20 2 (Resolution No. 07-013) (April 19, 2007); Addendum No. 3 (Resolution No. 08-003)  
21 (January 17, 2008); Addendum No. 4 (Resolution No. 08-039) (October 17, 2008); and  
22 Addendum No. 5 (Resolution No. 09-019) (April 9, 2009) (collectively, Addenda). The  
23 Addenda and adopting resolutions are on file with the Clerk of the Board of Supervisors in File  
24 No. 101409 and are incorporated by reference; and

1 WHEREAS, The Final EIS/EIR files and other Project-related Planning Department  
2 files are available for review by this Board and the public. The Planning Department files are  
3 available at 1660 Mission Street. Those files are part of the record before this Board and are  
4 incorporated by reference; and

5 WHEREAS, The City's Planning Department has found that the acquisition of the  
6 Subject Property for the Project is consistent with the General Plan and the Eight Priority  
7 Policies of the City Planning Code Section 101.1 to the extent applicable; and

8 WHEREAS, The City and TJPA staff obtained appraisals of the Subject Property in  
9 compliance with California Government Code Section 7267 et seq. and all related statutory  
10 procedures for possible acquisition of the Subject Property, and submitted joint offers to the  
11 Subject Property owner of record to purchase the Subject Property as required by California  
12 Government Code Section 7267.2; and

13 WHEREAS, On October 14, 2010, the TJPA's Board of Directors adopted Resolution  
14 No. 10-045, in which it found that (a) the public interest and necessity require the Project; (b)  
15 the Project is planned to maximize the public good and minimize private injury; (c) the Subject  
16 Property is necessary for the Project; (d) the City and the TJPA have made sufficient offers of  
17 purchase and complied with all procedural prerequisites to the exercise of eminent domain;  
18 and (e) acquisition of the Subject Property for the Project will fulfill the mandates of various  
19 State and City laws, including San Francisco Proposition H-Downtown Caltrain Station  
20 (November 1999), San Francisco Proposition K-San Francisco Transportation Sales Tax  
21 (November 20023, California Public Resources Code Section 5027.1(a), and California  
22 Streets and Highways Code Sections 2704.04(b) and 30914(c), all of which concern  
23 reconstruction of the new Transit Center on the site of the existing Transbay Terminal and the  
24 new Transit Center's accommodation of a Caltrain extension and high speed passenger rail  
25 line; and

1           WHEREAS, In adopting Resolution No. 10-045, the TJPA Board of Directors  
2 recommended that this Board adopt a Resolution of Necessity to condemn the Subject  
3 Property and initiate eminent domain proceedings to acquire the Subject Property for the  
4 Project; and

5           WHEREAS, In adopting Resolution No. 10-045, the TJPA Board of Directors also  
6 found that in the event that the City elects to adopt a Resolution of Necessity and initiate  
7 eminent domain proceedings to acquire the Subject Property, the TJPA will bear the costs of  
8 litigating any eminent domain action, and will provide all compensation ordered by the court  
9 for the condemned Subject Property; and

10           WHEREAS, This Board finds and determines that each person whose name and  
11 address appears on the last equalized County Assessment Roll as an owner of the Subject  
12 Property has been given notice and a reasonable opportunity to appear and be heard on this  
13 date on the matter referred to in California Code of Civil Procedure Section 1240.030 in  
14 accordance with California Code of Civil Procedure Section 1245.235; now, therefore, be it

15           RESOLVED, That this Board, having reviewed and considered the Final EIS/EIR and  
16 Addenda, and the record as a whole, finds that the action taken herein is within the scope of  
17 the Project and activities evaluated in the Final EIS/EIR and Addenda, that the Final EIS/EIR  
18 and Addenda are adequate for use by this Board for the action taken herein, and adopt the  
19 Addenda for purposes of the action taken herein; and, be it

20           FURTHER RESOLVED, That this Board finds that since the Final EIS/EIR and  
21 Addenda were finalized, there have been no substantial Project changes and no substantial  
22 changes in Project circumstances that would require major revisions to the Final EIS/EIR and  
23 Addenda due to new significant environmental effects or an increase in the severity of  
24 previously identified significant impacts, and there is no new information of substantial  
25

1 importance that would change the conclusions set forth in the Final EIS/EIR and Addenda;  
2 and, be it

3 FURTHER RESOLVED, That this Board hereby adopts as its own and incorporates by  
4 reference herein, as though fully set forth, the findings of the Planning Department that the  
5 acquisition of the Subject Property is consistent with the General Plan and the Eight Priority  
6 Policies of City Planning Code Section 101.1; and, be it

7 FURTHER RESOLVED, That by at least a two-thirds vote of this Board under  
8 California Code of Civil Procedure Sections 1240.030 and 1245.230, this Board finds and  
9 determines each of the following:

- 10 1. The public interest and necessity require the Project;
- 11 2. The Project is planned and located in the manner that will be most compatible with  
12 the greatest public good and the least private injury;
- 13 3. The Subject Property is necessary for the Project;
- 14 4. The offer required by California Government Code Section 7267.2 has been made  
15 to the owner of record of the Subject Property; and, be it

16 FURTHER RESOLVED, That the City Attorney is hereby authorized and directed to  
17 take all steps necessary to commence and prosecute proceedings in eminent domain against  
18 the owner of record of the Subject Property and the owner or owners of any and all interests  
19 therein or claims thereto for the condemnation thereof for the Project, to the extent such  
20 proceedings are necessary, and is authorized and directed to take any and all actions or  
21 comply with any and all legal procedures to obtain an order for immediate or permanent  
22 possession of the Subject Property, as described in Exhibit A and shown in Exhibit B, in  
23 conformity with existing or amended law; and, be it



1 FURTHER RESOLVED, That this Board adopts as its own and incorporates by  
2 reference herein, as though fully set forth, each of the findings made by the TJPA in adopting  
3 Resolution No. 10-045 on October 14, 2010.

4  
5 RECOMMENDED:  
6 REAL ESTATE DIVISION, GENERAL SERVICES AGENCY

7  
8 By: Amy L Brown  
9 Amy Brown  
10 Director of Real Estate

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

13 By: Kristen A. Jensen  
14 Kristen A. Jensen  
15 Deputy City Attorney  
16  
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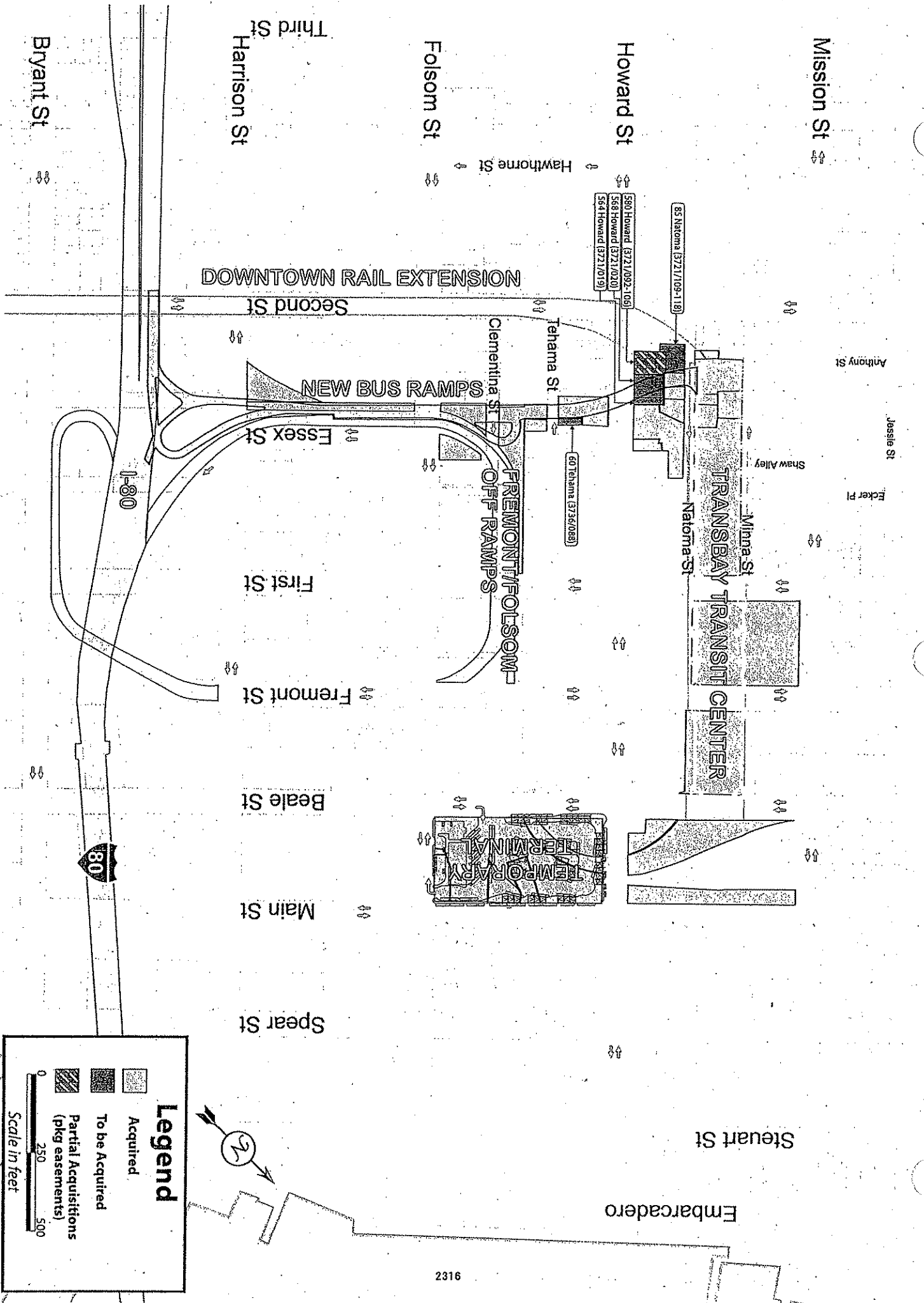
**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northwesterly line of Tehama Street, distant thereon 480 feet southwesterly from the southwesterly line of 1st Street; running thence southwesterly along said line of Tehama Street 25 feet; thence at a right angle northwesterly 80 feet; thence at a right angle northeasterly 25 feet; thence at a right angle southeasterly 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 348.

**EXHIBIT B**  
**MAP**



**Legend**

- Acquired
- To be Acquired
- Partial Acquisitions (pkg easements)

Scale in feet

0 250 500

Index of Documents in Administrative Record for Board File Nos. 101432 and 101433

60 Tehama Street, San Francisco (Block 3736, Lot 88)

Date	Document
<b>Procedural</b>	
10/14/10	TJPA Board of Directors Resolution No. 10-045
11/23/10	Letter from TJPA to San Francisco Board of Supervisors re: 60 Tehama
	Assessor's Master Sheet – 60 Tehama (FY 2009-2010)
	TJPA Notices of Public Hearing to Acquire Various Real Properties by Eminent Domain for Transbay Transit Center Program – 60 Tehama
11/20/10	San Francisco Planning Department General Plan Consistency Determination – 60 Tehama
<b>Offer Letter</b>	
11/20/07	Offer to purchase 60 Tehama – TJPA to Peter Byrne (enclosures omitted)
09/15/09	Offer to purchase 60 Tehama – City and TJPA to Peter Byrne (enclosures omitted)
10/26/10	Offer to purchase 60 Tehama – City and TJPA to Peter Byrne Revocable Trust <u>Enclosure 1</u> : 09/15/09 Offer to purchase 60 Tehama <u>Enclosure 2</u> : 2009 Appraisal & 2010 Appraisal Update <u>Enclosure 3</u> : Relocation Assistance Brochure <u>Enclosure 4</u> : Eminent Domain Brochure <u>Enclosure 5</u> : Agreement for Purchase and Sale of Real Estate
<b>Property Description and Maps</b>	
04/17/09	Preliminary Title Report
	Legal Description and Map
	Map of 60 Tehama in relationship to Transbay Project
	Map of 60 Tehama in relationship to Transbay Project – overhead drawing of two tower cable design
	Map of 60 Tehama in relationship to Transbay Project – overhead drawing of single tower cable design
	Map of 60 Tehama in relationship to Transbay Project – sectional drawing of ramp
<b>Correspondence</b>	
12/19/06	Letter from Shute, Mihaly & Weinberger LLP (“SMW”) to Peter Byrne (enclosures omitted)
04/05/07	Email from Thomas Byrne to SMW
04/10/07	Email from Thomas Byrne to SMW
05/10/07	Letter from SMW to Thomas Byrne

**Index of Documents in Administrative Record for Board File Nos. 101432 and 101433**

**60 Tehama Street, San Francisco (Block 3736, Lot 88)**

<b>Date</b>	<b>Document</b>
05/25/07	Letter from TJPA to Peter Byrne (enclosures omitted)
07/12/07	Email to/from SMW and Thomas Byrne
08/24/07	Letter from SMW to Thomas Byrne
09/10/07	Email from Thomas Byrne to SMW
01/05/08	Email from Thomas Byrne to TJPA
01/08/08	Letter from TJPA to Peter Byrne
02/01/08	Letter from TJPA to Peter Byrne (enclosures omitted)
03/31/08	Letter from SMW to Thomas Byrne
04/18/08	Email from Thomas Byrne to SMW
10/31/08	Letter from Thomas Byrne to SMW
11/11/08	Letter from SMW to Thomas Byrne
01/13/09	Letter from Thomas Byrne to SMW
01/28/09	Letter from SMW to Thomas Byrne
02/03/09	Letter from Thomas Byrne to SMW
02/09/09	Email to/from SMW and Thomas Byrne
02/10/09	Email from SMW to Thomas Byrne
02/17/09	Letter from Thomas Byrne to SMW
03/03/09	Letter from Thomas Byrne to SMW
03/20/09	Letter from SMW to Thomas Byrne
03/29/09	Email from SMW to Thomas Byrne
04/03/09	Letter from Thomas Byrne to SMW
04/14/09	Letter from SMW to Thomas Byrne
04/22/09	Letter from SMW to Thomas Byrne
05/13/09	Letter from Thomas Byrne to SMW
07/02/09	Letter from Thomas Byrne to SMW
07/10/09	Letter from SMW to Thomas Byrne
10/26/09	Letter from TJPA to Peter Byrne
<b>Studies and Reports</b>	
	Caltrans Highway Design Manual (excerpts)
	Cambridge Systematics – Caltrain Downtown Extension and Transbay Ridership Analysis
09/2007	TJPA Final Relocation Impact Study I
01/2010	TJPA Final Relocation Impact Study II
	TJPA Relocation Assistance Brochure - Business
	TJPA Relocation Assistance Brochure – Residential
<b>NEPA/CEQA</b>	

Index of Documents in Administrative Record for Board File Nos. 101432 and 101433

60 Tehama Street, San Francisco (Block 3736, Lot 88)

Date	Document
04/2004	Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project: Final Environmental Impact Statement/Environmental Impact Report and Section 4(f) Evaluation (Final EIS/EIR) <u>Volume I</u> : Chapters 1-8; Appendices A-G <u>Volume II</u> : Responses to Public Comments on the Draft EIS/EIR <u>Volume III</u> : Written Public Comments and Public Hearing Transcripts on the Draft EIS/EIR
04/22/04	TJPA Resolution No. 04-004
02/08/05	Federal Transit Administration: Record of Decision <u>Appendix A</u> : Mitigation Monitoring and Reporting Program <u>Appendix B</u> : Memorandum of Agreement between the FTA and the California State Historic Preservation Officer
05/25/06	Final EIS/EIR - First Addendum
04/19/07	Final EIS/EIR - Second Addendum
01/17/08	Final EIS/EIR - Third Addendum
10/03/08	Final EIS/EIR - Fourth Addendum
04/09/09	Final EIS/EIR - Fifth Addendum
05/2010	Federal Railroad Administration: Reevaluation Updating the Transbay Program 2004 Final EIS (exhibits omitted except where noted) <u>Exhibit 6(a)</u> : Federal Transit Authority internal memo re: Environmental Clearance for advance construction on "train box" portion of Transbay Transit Center <u>Exhibit 6(b)</u> : Federal Railroad Administration letter to TJPA re: California allocation of High Speed Rail grants <u>Exhibit 9(a)</u> : California High-Speed Rail Authority: Report to the Legislature <u>Exhibit 9(b)</u> : California High-Speed Rail Authority Briefing April 2010 Meeting Agenda Item #7 re: Transbay Transit Center Design/Trainbox
08/04/10	Federal Railroad Administration: Record of Decision <u>Appendix A</u> : Mitigation Monitoring and Reporting Program <u>Appendix B</u> : Memorandum of Agreement Between the FTA and the California State Historic Preservation Officer
<b>Transbay Legislation</b>	
	Cal. Public Resources Code Section 5027.1
	Cal. Streets & Highway Code Section 2704.04
	Cal. Streets & Highway Code Section 30914
04/04/01	TJPA Joint Powers Agreement
11/02/99	San Francisco Proposition H
11/02/03	San Francisco Proposition K
03/02/04	San Francisco Regional Measure 2

**Index of Documents in Administrative Record for Board File Nos. 101432 and 101433**

**60 Tehama Street, San Francisco (Block 3736, Lot 88)**

<b>Date</b>	<b>Document</b>
11/04/08	California Proposition 1A
09/19/02	Senate Bill 1856 (Costa)
07/22/03	Assembly Bill 812 (Yee)
10/08/03	Senate Bill 916 (Perata)
12/19/01	Metropolitan Transportation Commission Resolution No. 3434
01/02/01	San Francisco Board of Supervisor Resolution No. 13-01
02/12/01	San Francisco Board of Supervisor Resolution No. 104-01
06/04/01	San Francisco Board of Supervisor Resolution No. 455-01
10/15/01	San Francisco Board of Supervisor Resolution No. 804-01
07/08/03	San Francisco Board of Supervisor Resolution No. 441-03
06/15/04	San Francisco Board of Supervisor Motion No. 04-067
10/07/04	San Francisco Board of Supervisor Resolution No. 612-04
06/21/05	San Francisco Board of Supervisor Resolution No. 124-05
06/21/05	San Francisco Board of Supervisor Resolution No. 125-05
02/07/06	San Francisco Board of Supervisor Resolution No. 78-06
05/09/06	San Francisco Board of Supervisor Resolution No. 94-06
05/09/06	San Francisco Board of Supervisor Resolution No. 95-06
05/09/06	San Francisco Board of Supervisor Resolution No. 99-06



**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

Resolution No. 10-045

WHEREAS, The TJPA has determined that 60 Tehama Street, 564 Howard Street, 568 Howard Street, 8 condominium units in 85 Natoma Street, and easement interests held by the owner of 580 Howard in certain parking spaces and access in and through 85 Natoma in San Francisco (the "Properties") are required for the Transbay Transit Center Program; and

WHEREAS, The TJPA and the City and County of San Francisco ("City") made joint offers to the owners of the Properties to purchase each Property for its fair market value, in compliance with federal and state law, including California Government Code section 7267.2, as follows:

Property	Owner	Date of Offer	Amount of Offer
60 Tehama	Peter F. Byrne Revocable Trust	September 15, 2009	\$1,000,000
564 Howard	564 Howard Street, LLC	September 15, 2009	\$1,450,000
568 Howard	InvesMaster	September 15, 2009	\$6,200,000
85 Natoma #1	Patrick McNerney	August 2, 2010	\$1,230,000
85 Natoma #2	Steel Arc Properties, LLC	August 2, 2010	\$1,100,000
85 Natoma #3	Abbas A. Razaghi and the 2005 Heydayian/Nouri Family Trust	August 2, 2010	\$740,000
85 Natoma #4	Alyce Stanwood	August 2, 2010	\$780,000
85 Natoma #5	Terri Brown	September 15, 2009	\$1,250,000
85 Natoma #7	Abbas A. Razaghi and the 2005 Heydayian/Nouri Family Trust	August 2, 2010	\$765,000
85 Natoma #9	Wendy Roess-DeCenzo and Christopher John DeCenzo	August 2, 2010	\$2,850,000
85 Natoma #C1	Martin Properties, LLC	August 2, 2010	\$150,000
580 Howard -- easement interest in parking in and across 85 Natoma	580 Howard Historic Properties, LLC	August 2, 2010	9 indoor spaces at \$75,000 each  4 outdoor spaces at \$65,000 each

WHEREAS, The TJPA determined the fair market value for the Properties based on two independent appraisals of each Property and a review by a third-party appraiser; the TJPA obtained the Federal Transit Administration's (FTA) concurrence with the fair market value conclusion for each Property; and

WHEREAS, The Property owners have not accepted the TJPA's offers to purchase their respective Properties and the TJPA does not expect to reach a negotiated agreement for the purchase of these Properties; and

WHEREAS, The TJPA needs possession of the Properties in early 2011 to proceed with construction of the Transbay Program in a timely manner; and

WHEREAS, Acquisition of the Properties by eminent domain is authorized by law and falls within the scope of the City's authority to exercise eminent domain on the TJPA's behalf. The public interest and necessity require the Transbay Program, the project for which the Properties are to be taken. The Transbay Program is planned to maximize the public good and minimize private injury. The Properties are necessary for the Transbay Program. The City and the TJPA have made sufficient offers of purchase, and complied with all procedural prerequisites to the exercise of eminent domain; and

WHEREAS, The Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (SCH. No. 95063004) (the "Final EIS/EIR"), certified in accordance with the provisions of the California Environmental Quality Act (Cal. Public Resources Code sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regulations Title 14, sections 15000 et seq.) and as subsequently amended, identifies the Properties as required for the Transbay Transit Center Program; and

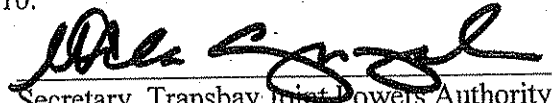
WHEREAS, The acquisition of the Properties for the Transbay Program will fulfill the mandates of various State and City laws, including San Francisco Proposition H-Downtown Caltrain Station (November 1999), San Francisco Proposition K-San Francisco Transportation Sales Tax (November 2002), California Public Resources Code Section 5027.1 (a), and California Streets and Highways Code Sections 2704.04 (b) and 30914 (c), all of which concern reconstruction of the new Transit Center on the site of the existing Transbay Terminal and the new Transit Center's accommodation of a Caltrain extension and high speed passenger rail line; now, therefore, be it

RESOLVED, That the TJPA recommends that the City Board of Supervisors adopt Resolutions of Necessity for the City to condemn on behalf of the TJPA the following properties, and initiate eminent domain proceedings to acquire the following properties for the Transbay Transit Center Program:

- 60 Tehama Street (Block 3736, Lot 88)
- 564 Howard Street (Block 3721, Lot 19)
- 568 Howard Street (Block 3721, Lot 20)
- 85 Natoma Street #1 (Block 3721, Lot 109)
- 85 Natoma Street #2 (Block 3721, Lot 110)
- 85 Natoma Street #3 (Block 3721, Lot 111)
- 85 Natoma Street #4 (Block 3721, Lot 112)
- 85 Natoma Street #5 (Block 3721, Lot 113)
- 85 Natoma Street #7 (Block 3721, Lot 115)
- 85 Natoma Street #9 (Block 3721, Lot 117)
- 85 Natoma Street #C1 (Block 3721, Lot 118)
- 9 easement interests in indoor parking spaces in and across the 85 Natoma garage
- 4 easement interests in outdoor parking spaces accessed across the 85 Natoma garage; and be it

FURTHER RESOLVED, In the event that the City elects to adopt the Resolutions of Necessity and initiate eminent domain proceedings to acquire the properties, the TJPA will bear the cost of litigating any eminent domain action, including compensation ordered by the court for the condemned property.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of October 14, 2010.

  
Secretary, Transbay Joint Powers Authority



TRANSBAY JOINT POWERS AUTHORITY

**Maria Ayerdi-Kaplan • Executive Director**

November 23, 2010

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

Board File Nos. 101432 and 101433

Re: Urging the Board of Supervisors to Pass a Resolution of Necessity  
Authorizing the Acquisition of 60 Tehama Street, Assessor's Block 3736,  
Lot 088, by Eminent Domain for the Transbay Transit Center Program

Dear President Chiu and Honorable Members of the Board of Supervisors:

As you are aware, the Transbay Transit Center Program (Project) is a national model for transit-oriented development. The Project will combine transportation, housing, and other urban amenities to create a livable, revitalized neighborhood in downtown San Francisco. It will connect eleven transit systems under one roof, including future high-speed rail from Southern California; reduce traffic congestion; and lower carbon emissions. The Project also is a catalyst for economic expansion; it will create more than 125,000 direct, indirect, and induced jobs over the life of the Project, and the Transit Center will serve more than 100,000 transit riders each week day.

The City and County of San Francisco (City), Alameda-Contra Costa Transit Authority (AC Transit), the Peninsula Corridor Joint Powers Board (Caltrain), and the State of California Department of Transportation (Caltrans) (*ex-officio*) are the members of the Transbay Joint Powers Authority (TJPA). The TJPA is charged with the finance, design, development, construction, and operation of the Project, which has enjoyed the strong and continued support of the City and your Board. The TJPA recently received \$400 million in high-speed rail funds from the American Recovery and Reinvestment Act of 2009. This Project is one of the first high-speed rail projects to break ground in the nation.

The Project has three basic parts: a new multi-modal Transbay Transit Center on the site of the existing Transbay Terminal at First and Mission Streets, a tunnel extending Caltrain and California High-Speed Rail from the current railway terminus at Fourth and King Streets to the new Transit Center (DTX), and a Redevelopment Plan that will result in transit oriented development of the area around the Transit Center, including 2,600 new homes, 35 percent of which will be affordable.

With the City's cooperation, the TJPA has successfully acquired thirteen properties for the Project through voluntary purchase-sale agreements with private property owners over the past five years. The TJPA also acquired one property, 80 Natoma, through a negotiated agreement following the filing of an eminent domain action by the City.

As described in the March 2004 Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) and subsequent addenda, the TJPA needs to acquire the property located at 60 Tehama Street, Assessor's Block 3736, Lot 088 (the Property) for the Project. A copy of the Final EIS/EIR and addenda are on file with the Clerk of the Board of Supervisors in File Nos. 101432 and 101433, as are maps showing the relationship of the Property to the Project.

The TJPA has adopted a Relocation Assistance Program and has explained to owners and occupants of the Property that this program will assist them with relocation to replacement locations. Copies of information regarding the Relocation Assistance Program are on file with the Clerk of the Board of Supervisors in File Nos. 101432 and 101433.

As described in detail below, the City and the TJPA have made a joint offer to purchase the Property for its fair market value. The TJPA has made extensive efforts over the last three years to reach a negotiated resolution with the property owner. The owner has not accepted the TJPA's past offers and the TJPA does not expect to reach a negotiated agreement for the purchase of this Property at this time. Copies of the offers to purchase are on file with the Clerk of the Board of Supervisors in File Nos. 101432 and 101433.

The TJPA needs possession of the Property in early 2011 to proceed with scheduled construction of the Project. Acquisition of the Property by eminent domain is authorized by law and falls within the scope of the City's authority to exercise eminent domain on the TJPA's behalf. The City and the TJPA have complied with all procedural prerequisites to the exercise of eminent domain. Accordingly, on October 14, 2010, the TJPA Board of Directors adopted Resolution No. 10-045, urging the San Francisco Board of Supervisors to pass a Resolution of Necessity and to authorize the use of eminent domain to acquire the Property for the Project. A copy of the TJPA resolution is on file with the Clerk of the Board of Supervisors in File Nos. 101432 and 101433.

As described in the TJPA's Resolution, in the event that the City elects to adopt a Resolution of Necessity and initiate eminent domain proceedings to acquire the Property, the TJPA will bear all legal fees and costs of litigating any eminent domain action, and will be responsible for all compensation ordered by the court for the condemned Property.

### **Use of Eminent Domain**

The California Constitution requires a public agency taking private property for public use to pay just compensation to the property owner. Prior to exercising eminent domain, however, federal and state law require that the agency make reasonable efforts to negotiate a voluntary acquisition of the property. The agency must offer to purchase the property for its fair market value, as determined by an independent appraisal.

If the property owner declines the agency's offer to purchase, then the agency may initiate eminent domain proceedings by adopting a Resolution of Necessity for the property that includes:

- a statement of the public use for which the property is to be taken;
- a reference to the statute that authorizes it to acquire the property by eminent domain;
- a description of the property; and
- findings that:
  - the public interest and necessity require the project for which the property is to be taken,
  - the project is planned to maximize public good and minimize private injury,
  - the property is necessary for the project, and
  - the public entity has made an offer to purchase the property for its fair market value as determined by an appraisal.

After adopting the Resolution of Necessity, the agency may file a complaint in eminent domain in the superior court of the county where the property is located. If the agency deposits with the court the probable amount of compensation for the property, which is its fair market value, then the court may award the agency possession of the property within 120 days to allow the agency to start construction of the project on the property. A judge resolves any legal challenges to the agency's right to use eminent domain, and either a judge or a jury decides the question of "just compensation" based on evidence presented by both sides. The agency pays the just compensation amount, and the court awards the agency title to the property.

### **The Resolution of Necessity**

As described above, the City must make certain findings regarding the Project and the necessity of the Property for the Project. The Property is critical to the development of the Project and its acquisition falls within the scope of the City's authority to exercise eminent domain. The City and the TJPA have complied with all procedural prerequisites to the exercise of eminent domain. Thus, the City can make the requisite findings as follows.

Finding #1: The public interest and necessity require the project for which the property is to be taken.

The Project will be a national model for transit-oriented development, combining public transit, housing, and other urban amenities to create a livable, revitalized neighborhood in downtown San Francisco. In particular, the Transit Center will connect eleven transit systems under one

roof, including future high-speed rail from Southern California, thereby reducing traffic congestion and lowering emissions of carbon dioxide and other pollutants. The Project also will serve as a catalyst for economic expansion as it will create more than 125,000 direct, indirect, and induced jobs over the life of the Project; build 2,600 new homes; and serve more than 100,000 transit riders each week day.

The new Transit Center will be built on the current site of the Transbay Terminal in downtown San Francisco. The current Transbay Terminal was constructed in 1939 to facilitate rail travel across the San Francisco-Oakland Bay Bridge. Following World War II, the lower deck of the Bay Bridge was converted to automobile traffic and the Transbay Terminal became a bus only facility. As part of the Program, and because it was not seismically sound and could not meet current or future transportation needs of the region or the State, the bus terminal is currently under demolition. The new Transit Center will be a one million square foot regional transportation hub. The new bus ramp will provide safe and efficient access between the Transit Center, the Bay Bridge, and a new offsite bus storage facility. The Transit Center will feature a 5.4-acre public park on its roof and will include ground floor retail on Natoma and Minna streets, public art, and a public plaza/park for the benefit of the surrounding neighborhood.

The DTX will bring the Caltrain rail line underground into the heart of San Francisco, taking drivers off the road, eliminating many tons of carbon dioxide each year, and connecting San Francisco to the rest of California via the future California High Speed Rail. Extending Caltrain into the central business district will save commuters almost an hour a day in travel time, particularly those travelling to and from the Peninsula, approximately 33,000 of whom will use the Transit Center each weekday. The DTX is also designed to accommodate high speed rail and rail connections to the East Bay, making the new Transit Center the Northern California terminus for high speed rail. By connecting all major cities in California with a state-of-the-art transportation system, high-speed trains will increase mobility while reducing air pollution and greenhouse gas emissions.

This improved connectivity and design are particularly important because use of public transit is expected to increase dramatically over the next twenty years. By 2030, AC Transit ridership will increase by 140 percent without the new Transit Center, and by even more in response to the improved facility. During the same time period, Caltrain ridership is projected to increase by over 90 percent if its terminal remains at 4th and King Streets, and by almost 150 percent once the DTX brings riders to the downtown Transit Center. The outdated Transbay Terminal could not serve existing ridership adequately and clearly lacked capacity for such increases.

By improving the efficiency and connectivity of public transit, the Project also will reduce use of automobiles and resulting vehicle miles travelled. This, in turn, will save commuters both traffic delays and the cost of operating and maintaining their vehicles. It also will reduce accidents and emissions of greenhouse gases and other pollutants. Economists have estimated that these changes represent hundreds of millions of dollars of direct benefits to travelers, including both transit riders who enjoy more efficient service and drivers who enjoy less crowded roads. Overall, the Project offers enormous benefits to the local and regional economies.

The Project also will fulfill the mandates of various local and state laws. These include San Francisco Proposition H, passed in November 1999, which directs the City to extend Caltrain

from the current station to the Transit Center, and San Francisco Proposition K, passed in November 2003, which directs the City to expend transportation sales tax funds in part on the DTX. The Project also complies with California Public Resources Code Section 5027.1(a) and California Streets and Highways Code Sections 2704.04(b) and 30914(c), all of which endorse reconstruction of the new Transit Center on the site of the existing Transbay Terminal and the new Transit Center's accommodation of a Caltrain extension and high speed passenger rail line. Copies of the referenced legislation are on file with the Clerk of the Board in File Nos. 101432 and 101433.

In Motion No. 16773, the City's Planning Commission adopted findings certifying the Project's Final EIS/EIR and recognized that the Project is necessary and beneficial to the public for improvement of regional transit services and replacement of the existing, seismically inadequate Terminal. In Motion No. 04-067, the Board of Supervisors adopted the Planning Commission's findings. In Resolution No. 612-04, the Board of Supervisors adopted environmental findings in relation to the Project. In Ordinance No. 124-05, the Board of Supervisors adopted additional environmental findings as part of its adoption of the Transbay Redevelopment Plan. On November 20, 2010, the Planning Department issued a determination that acquisition of the Property for the Project is consistent with the General Plan and Eight Priority Policies. Copies of the referenced legislation and letter are on file with the Clerk of the Board in File Nos. 101432 and 101433.

The inadequacy of the old Transbay Terminal and the substantial benefits offered by the Project make clear that the public interest and necessity require the Project.

Finding #2: The project is planned to maximize public good and minimize private injury.

The Project has undergone years of intense planning. It is designed to promote mass transit ridership, optimize connectivity with other transit projects such as California High Speed Rail, enhance redevelopment opportunities, and generate thousands of jobs in San Francisco and statewide. To foster ridership and connectivity, the TJPA has coordinated its planning and design efforts with public transportation providers such as San Francisco Muni, Bay Area Regional Transit (BART), AC Transit, Caltrain, Amtrak, California High Speed Rail, Golden Gate Transit, SamTrans, Greyhound, WestCAT Lynx, and paratransit. The TJPA also has cooperated in the planning efforts of the City Planning Department and the San Francisco Redevelopment Agency to facilitate redevelopment of the Transbay Neighborhood and to ensure that the Project results in transit-oriented development.

To build a new state-of-the-art Transit Center and bus ramp that can accommodate the needs of these diverse transit providers under a single roof, the TJPA must acquire several private properties. To minimize displacement of businesses and residents, the TJPA has scrutinized Project alternatives and selected the Project design and alignment that achieves the goals of safety, efficiency, and convenience, while minimizing cost and the need to acquire right of way. The Final EIS/EIR and its addenda describe alternatives that the TJPA considered and rejected as inferior to the approved plan and design.

As set forth in Board of Supervisors Resolution No. 612-04, which authorized the acquisition of property located at 80 Natoma Street by eminent domain, the Project is also planned to minimize



private injury through mitigation measures that protect affected property owners and residents. A copy of the resolution is on file with the Clerk of the Board in File Nos. 101432 and 101433, and File No. 41079. The Final EIS/EIR and its addenda describe these measures, which include specific methods used to calculate fair market value and the provisions of relocation assistance to property owners and tenants. As one such measure, the TJPA has adopted a comprehensive Relocation Assistance Program that provides displaced persons the full assistance available under federal and state law, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Copies of materials related to the TJPA's Relocation Assistance Program are on file with the Clerk of the Board in File Nos. 101432 and 101433.

As demonstrated by each of these measures, the Project is planned to maximize public good and to minimize private injury.

Finding #3: The property is necessary for the project.

The Property is located on Tehama Street, between First and Second Streets. The Property consists of approximately 2,000 square feet of land area, and is improved with a two story office building that includes roughly 4,000 square feet of gross building area. The building has no historic significance. The Final EIS/EIR and Addendum 1 to that document identify the Property as right of way that the TJPA will need to acquire for construction of the Project.

The TJPA requires the Property for construction of the bus ramp that will connect the new Transit Center to the Bay Bridge and offsite bus storage facility. Because the original Transbay Terminal and ramp structures were designed for rail traffic, ramps were needed at both ends of the Terminal; trains—and later, buses—flowed through the terminal from one end to the other. In particular, the existing bus ramp adjacent to the Property carried only outbound traffic to the Bay Bridge. One benefit of the Project is the demolition and permanent removal of some five blocks of elevated bus ramps that served the original Terminal, including the existing ramp adjacent to 60 Tehama.

As part of the Project, the TJPA plans to build a new bus ramp that will carry buses to and from the new Transit Center through a single access point at its west end. The TJPA is considering two alternative designs for the final span of the ramp connecting to the Transit Center: a two tower cable bridge and a single tower cable bridge. Under the two tower cable bridge design, the structure will encroach onto 60 Tehama by three to four feet. Under the single tower design, the structure will encroach onto 60 Tehama by about ten feet. Because the new bus ramp will carry bus traffic both to and from the Bay Bridge, it is not feasible to narrow the structure to avoid encroaching on 60 Tehama without decreasing the capacity of the structure and compromising the safety of bus movements. Maps depicting the relationship of the Property to the Project, and to the new bus ramp in particular, are on file with the Clerk of the Board in File Nos. 101432 and 101433.

In addition, the TJPA requires clearance on each side of the ramp for seismic separation, safety, and maintenance purposes. In particular, a buffer zone adjacent to the bus ramp will minimize the risk to adjacent buildings from movement of the ramp during seismic events. The projected sway, or lateral displacement, of the ramp structure in a design earthquake event is 18 inches. Buffer zones minimize the risk of damage to the ramp from fires in adjacent buildings, minimize

the risk of damage to adjacent buildings from vehicle fires on the ramp, and provide clearance for operation of fire fighting and other safety and emergency equipment. They also provide clearance for maintenance and repair of the bus ramp. Numerous highway construction standards, including the Caltrans Highway Design Manual, describe the benefit of clearance on the side of elevated ramp structures. Indeed, Caltrans standards call for 15 feet of clearance on either side of single level elevated ramp structures. Accordingly, the TJPA has adopted this standard wherever possible. Here, the ramp plus buffer area could encroach as much as 25 feet onto the Property. Examples of design standards that recommend buffer zones are on file with the Clerk of the Board in File Nos. 101432 and 101433.

Furthermore, the TJPA requires temporary use of the Property to facilitate construction of the new bus ramp and for construction staging. The TJPA's engineers have determined that demolishing the building on 60 Tehama prior to construction of the bus ramp would result in a lower risk construction operation.

The property owner has disputed the TJPA's need to acquire the Property for the Project. The TJPA has corresponded with the property owner on multiple occasions over the last three years, explaining the TJPA's need for the Property and emphasizing that its need to acquire the Property has not changed since the Final EIS/EIR first identified the Property for acquisition. Copies of the TJPA's correspondence with the property owner are on file with the Clerk of the Board in File Nos. 101432 and 101433.

In particular, the property owner has been critical of the TJPA's requirement for a buffer zone on the grounds that the TJPA has not required the buffer for all segments of the proposed bus ramp. The TJPA explained to the owner that it balanced the benefits of the buffer against the cost and disruption of acquiring each building in the buffer zone. For example, the building at 235 Second Street will be within the buffer zone on the west side of the bus ramp. The 60 Tehama building, however, stands not only in the buffer zone, but also in the path of the actual bus ramp, making such balancing and accommodation impossible in this instance.

The owner of 60 Tehama also has asserted that because the bus ramp could theoretically pass over the two-story office building, the building should be left in place, rather than acquired and demolished. Under the cable design or the single tower design, the bottom of the bus ramp would be no more than five feet above the building and is likely to be much closer. Although the bus ramp at completion theoretically could pass over the top of the structure, the TJPA's engineers have determined that the building cannot remain in place. Although the bus ramp is planned to pass narrowly over the top of the building, the structure will be constructed of concrete and be cast in place. The shoring and formwork necessary to support the bridge during its construction will require the demolition of the 60 Tehama building. Furthermore, the close proximity of the bridge above the existing 60 Tehama building would make it susceptible to trespass or vandalism and represents an unacceptable security risk. As noted in Addendum 5 to the Final EIS/EIR, the bus ramp requires all airspace from 18 feet above grade upwards. Because the 60 Tehama building occupies this airspace area, it must be demolished to accommodate the bus ramp.

The TJPA needs possession of the Property in early 2011 to proceed with scheduled construction of the Project. The TJPA has engaged a contractor to demolish existing Transbay facilities in

preparation for construction of the new Transit Center and bus ramp; significant demolition work is ongoing. The TJPA expects to demolish the existing ramp adjacent to 60 Tehama in Spring 2011. All of the demolition work is expected to be complete in May 2011. The TJPA plans to demolish the building on 60 Tehama as soon as it receives possession of the Property, either by amending the current demolition contract, or by issuing a new demolition contract. To timely enter into a contract for the demolition of 60 Tehama, the TJPA must have possession of the Property by April 2011.

After the building on 60 Tehama is demolished, the TJPA plans to use the property for construction staging until the TJPA is ready to construct the bus ramp on the Property. Securing adequate space for staging of operations is critical in order to complete this major infrastructure project in highly-confined downtown San Francisco.

The TJPA expects to award the contract for construction of the new ramp in early 2012 and to begin construction of the new ramp in early 2013.

In light of these requirements and the location of the Property, the Property is immediately necessary for construction and completion of the Project.

Finding #4: The public entity has made a sufficient offer of purchase.

On October 26, 2010, the City and the TJPA jointly offered to purchase 60 Tehama for \$1,000,000. The joint offer fully complies with Government Code § 7267.2: it (1) establishes the amount that the agencies believe to be just compensation for the Property, which is not less than the approved appraisals of its fair market value; (2) extends an offer to the owner of record to acquire the Property for the full amount so established; (3) provides an informational pamphlet detailing the process of eminent domain and the owner's rights under the Eminent Domain Law; and (4) provides a sufficiently detailed written statement of, and summary of the basis for, the amounts established as just compensation.

The property owner disputes the TJPA's determination of fair market value and has offered to sell the Property to the TJPA for \$4,000,000. The property owner has not provided an appraisal or any other information that would support the requested price, despite the fact that the TJPA has notified him that it will reimburse up to \$5,000 in expenses for an independent appraisal. (The TJPA notes that the just compensation for the purchase of the Property is not at issue in the hearing on the Resolution of Necessity. Rather, the necessity to acquire property for the Project is the sole issue presented by the Resolution.)

Nonetheless, the joint offer to purchase the Property for its full, assessed, fair market value is sufficient for the City to proceed with an action in eminent domain.

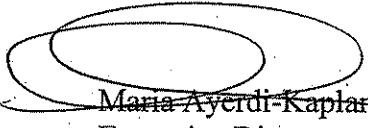
### **Recommendation**

On October 14, 2010 the TJPA Board of Directors adopted Resolution No. 10-045, which included the findings that (1) the public interest and necessity require the Transbay Transit Center Program, for which the property located at 60 Tehama Street is to be taken, (2) the Project is planned to maximize public good and minimize private injury, (3) the Property is necessary for the Project, and (4) the City and the TJPA have made an offer of purchase for the

fair market value of the Property as determined by an appraisal. Resolution No. 10-045 urges the San Francisco Board of Supervisors to adopt a Resolution of Necessity as required to condemn the Property on behalf of the TJPA for the Project.

Thank you for your long-standing and continued support of the Transbay Transit Center Program.

Sincerely,



~~Maria Ayerdi-Kaplan~~  
Executive Director

Enclosure: Materials submitted to Board File Nos. 101432 and 101433

B07005

Real Property Master

Displayed: 11/05/2010

Read Only	Block	Lot	Roll	2010	RollCde	S	Secured		
Vol 25	APN	3736	088	Year	2010	EvtDate	1/14/2008	Seq	001
Location	60	TEHAMA	ST	Typ	REG	O	REG ROLL	Date	6/30/2010

Owner	PETER F BYRNE REVOC TR	Bill Num		Res#	A0176
Care Of	PETER F BYRNE, TRUSTEE	Not.Date		Next	

Address	255 W NAPA ST #L	TransCde	P	Partial Transfer
CtyStZip	SONOMA CA 95476	Date	4/26/2004	2004H706269
		Exl Date	1/14/2008	

Status Cde	* Taxable	NewConst	ADD	Addition
Use Code	COMO Commercial Office	NC Date	4/02/2001	Apl# 2000082285

Class Code	0 Office	TempCode	
Nbrhd Code	09-B Financial District South	TempDate	

CPI Factor	2370%	TRA	1-016
Tax Rate	1.1640	Acct #	

Appr Id	302	4/28/2006
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Last Sale	S	4/14/2000	1,250,000
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Base Years	2005	2001	2002	506 Int	480 Penalty	0
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Land	1,056,778	Improvmnt	558,817	Total L&I	1,615,595
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Temp Land	0	Temp Impr	0	Total Temp	0
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Pers Prop	0	Fixtures	0	Exemptions	0
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Remarks		0 Taxable	1,615,595
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F1=Hlp F2=Mnu F3=Ext/Sav F4=Vw F6=Prpgt F9=Chrs F12=Cncl F22=CanAsmt F24=Dup



Sent via US Mail on November 19, 2010:

Peter F. Byrne, trustee of  
The Peter F. Byrne Revocable Trust Dated 12/5/07  
c/o Thomas P. Byrne  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476

## NOTICE OF PUBLIC HEARING

### BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

NOTICE IS HEREBY GIVEN THAT, in accordance with Section 1245.235 of the Code of Civil Procedure, the Board of Supervisors of the City and County of San Francisco, as a Committee of the Whole, will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

**Date:** Tuesday, December 7, 2010

**Time:** 3:00 p.m.

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

**Subject:** Public Hearing on Adopting Resolution to Acquire Real Property by Eminent Domain: authorize acquisition of real property commonly known as 60 Tehama Street, San Francisco, California (Assessor's Parcel No. Block 3736, Lot 088) by eminent domain for the public purpose of constructing the Transbay Transit Center Program.

Said public hearing will be held to make findings of whether the public interest and necessity require the City and County of San Francisco to acquire, by eminent domain, the following real property on behalf of the Transbay Joint Powers Authority (TJPA): fee ownership of the real property commonly known as 60 Tehama Street, San Francisco, California (Assessor's Parcel No. Block 3736, Lot 088) (Property), by eminent domain, for the public purpose of constructing the Transbay Transit Center Program (Project); adopting environmental findings under the California Environmental Quality Act (CEQA), CEQA Guidelines, and Administrative Code Chapter 31; and adopting findings of consistency with the General Plan and City Planning Code Section 101.1. A description of the Property is set forth in **Schedule 1**, available in the official file for review in the Office of the Clerk of the Board.

The purpose of said hearing is to hear all persons interested in the matter. You have a right to appear and be heard on the matters referred to in California Code of Civil Procedure Section 1240.030, including, but not limited to, whether: (1) the public interest and necessity require the Project; (2) the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) the Property sought to be acquired is necessary for the Project; and (4) the City and the TJPA have made the offers required by California Government Code §7267.2 to the owner(s) of record of the Property.

Owners of the property who have been notified of such public hearing and who, within fifteen (15) days after the mailing of such notice, have filed a written request to do so, may appear and be heard at the public hearing. The Board, at its discretion, need not give an opportunity to any other person to appear and be heard.



The procedure of the Board requires that the finding of public interest and necessity be made by a two-thirds vote of all its members.

At the close of the public hearing, a vote will be made on a resolution entitled **“Resolution authorizing the acquisition of real property commonly known as 60 Tehama Street, San Francisco, California (Assessor’s Parcel No. Block 3736, Lot 088) by eminent domain for the public purpose of constructing the Transbay Transit Center Program; adopting environmental findings under the California Environmental Quality Act (CEQA), CEQA Guidelines, and Administrative Code Chapter 31; and adopting findings of consistency with the General Plan and City Planning Code Section 101.1.”**

In accordance with Section 67.7-1 of the San Francisco Administrative Code, persons who are unable to attend the hearing on these matters may submit written comments prior to the time the hearing begins. These comments will be made part of the official public record in these matters and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, Room 244, City Hall, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA, 94012.

Information relating to this matter is available in the Office of the Clerk of the Board and agenda information relating to this matter will be available for public review on Thursday December 2, 2010.

**SCHEDULE 1**

**Legal description for the real property commonly known as  
60 Tehama Street, San Francisco, California (Assessor's Parcel No. Block 3736, Lot 088)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northwesterly line of Tehama Street, distant thereon 480 feet southwesterly from the southwesterly line of 1st Street; running thence southwesterly along said line of Tehama Street 25 feet; thence at a right angle northwesterly 80 feet; thence at a right angle northeasterly 25 feet; thence at a right angle southeasterly 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 348.

Sent via US Mail on November 19, 2010:

RLH Fire Protection  
60 Tehama Street  
San Francisco, CA 94105

RLH Fire Protection  
c/o Greg Fulton  
2352 Research Drive  
Livermore, CA 94550

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Owners of the property who have been notified of such public hearing and who, within fifteen (15) days after the mailing of such notice, have filed a written request to do so, may appear and be heard at the public hearing. The Board, at its discretion, need not give an opportunity to any other person to appear and be heard.

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At the close of the public hearing, a vote will be made on a resolution entitled **“Resolution authorizing the acquisition of real property commonly known as 60 Tehama Street, San Francisco, California (Assessor’s Parcel No. Block 3736, Lot 088) by eminent domain for the public purpose of constructing the Transbay Transit Center Program; adopting environmental findings under the California Environmental Quality Act (CEQA), CEQA Guidelines, and Administrative Code Chapter 31; and adopting findings of consistency with the General Plan and City Planning Code Section 101.1.”**

In accordance with Section 67.7-1 of the San Francisco Administrative Code, persons who are unable to attend the hearing on these matters may submit written comments prior to the time the hearing begins. These comments will be made part of the official public record in these matters and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, Room 244, City Hall, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA, 94012.

Information relating to this matter is available in the Office of the Clerk of the Board and agenda information relating to this matter will be available for public review on Thursday December 2, 2010.

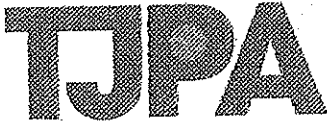
**SCHEDULE 1**

**Legal description for the real property commonly known as  
60 Tehama Street, San Francisco, California (Assessor's Parcel No. Block 3736, Lot 088)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northwesterly line of Tehama Street, distant thereon 480 feet southwesterly from the southwesterly line of 1st Street; running thence southwesterly along said line of Tehama Street 25 feet; thence at a right angle northwesterly 80 feet; thence at a right angle northeasterly 25 feet; thence at a right angle southeasterly 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 348.



TRANSBAY JOINT POWERS AUTHORITY  
Maria Ayerdi • Executive Director

November 20, 2007

**Via Certified Mail**

Peter F. Byrne  
Thomas Byrne  
255 W. Napa Street, Suite L  
Sonoma, CA 95476

Re: 60 Tehama Street; Block 3736, Lot 88: Offer to Purchase

Dear Mssrs. P. Byrne and T. Byrne:

This letter constitutes an offer by the Transbay Joint Powers Authority (TJPA) to purchase 60 Tehama Street (Block 3736, Lot 88) ("the property") from Peter F. Byrne for \$1,600,000 for the unencumbered fee simple interest in the property. This amount is the fair market value of the property as reflected in the attached Summary Appraisal Statement. The Summary Appraisal Statement provides a summary of the basis of the appraisal. The TJPA's offer is the full amount of the appraisal. Also attached is a proposed Agreement for Purchase and Sale of Real Estate containing the terms on which the TJPA proposes to purchase the Property. I would be happy to answer any questions that you have concerning the Summary Appraisal Statement or the proposed Agreement.

As the owner of property acquired by a public agency, Mr. P. Byrne may be entitled to relocation assistance. The attached Guide entitled "Your Rights and Benefits as a Displaced Business or Nonprofit Organization Under the Uniform Relocation Assistance Program" should answer most questions concerning relocation assistance. If you have any questions that are not answered by this Guide, please do not hesitate to contact me.

Under Code of Civil Procedure Section 1263.025, should Mr. P. Byrne elect to obtain an independent appraisal, the TJPA will pay for the actual reasonable costs of the appraisal up to \$5,000, subject to the following conditions:

(a) Mr. P. Byrne, not the TJPA, must order the appraisal. Should Mr. P. Byrne enter in to a contract with the selected appraiser, the TJPA will not be a party to the contract.

(b) The selected appraiser must be licensed by the California Office of Real Estate Appraisers (OREA).

(c) Appraisal cost reimbursement requests must be made in writing and submitted to the TJPA within 90 days following the date the selected appraiser requests payment from Mr. P. Byrne for the appraisal. At the time of your request for reimbursement, Mr. P. Byrne should also provide to the TJPA copies of the contract (if a written contract was made), the appraisal report, and invoice(s) for all work completed by the appraiser. The cost of the appraisal must be reasonable and justifiable.

(d) The TJPA will reimburse you for an appraisal that meets the above requirements from the escrow at the Closing.

We look forward to working with you to arrive at a mutually satisfactory agreement.

Very truly yours,



Harry Quinn  
Transbay Joint Powers Authority

**Attachments**

cc: Maria Ayerdi (w/o attachments)  
Andrew Schwartz (w/o attachments)





*Amy L. Brown*  
*Director of Real Estate*



September 15, 2009

**Via Certified Mail and E-mail**

Peter F. Byrne, trustee of  
The Peter F. Byrne Revocable Trust Dated 12/5/07  
c/o Thomas P. Byrne  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Email: thomas\_byrne\_98@yahoo.com

Re: 60 Tehama Street (Block 3736, Lot 88): Offer to Purchase

Dear Peter F. Byrne and Thomas P. Byrne:

On November 20, 2007, the Transbay Joint Powers Authority (TJPA) made an offer to purchase 60 Tehama Street (Block 3736, Lot 88), San Francisco, California (the "Property") from Peter F. Byrne based on a January 26, 2007 appraisal of the Property. Mr. P.F. Byrne did not accept that offer and the TJPA revokes that offer.

This letter constitutes a new, joint offer by the City and County of San Francisco ("City") and the TJPA to purchase the Property from The Peter F. Byrne Revocable Trust Dated 12/5/07, for One Million Dollars (\$1,000,000) for the unencumbered fee simple interest in the Property.

The amount of the offer is the fair market value of the Property, as reflected in the attached Summary Appraisal Statement (dated March 10, 2009). The Summary Appraisal Statement provides a summary of the basis of the appraisal. The City's and the TJPA's joint offer is the full amount of the appraisal. Also attached is a proposed Agreement for Purchase and Sale of Real Estate containing the terms of the proposed purchase of the Property. We would be happy to answer any questions that you have concerning the Summary Appraisal Statement or the proposed Agreement.

As the owner of property acquired by a public agency, the property owner may be entitled to relocation assistance. The attached Relocation Assistance Brochure should answer most questions concerning relocation assistance. If you have any questions that are not answered by this guide, please do not hesitate to contact me.

Letter to Peter F. Byrne, trustee of  
The Peter F. Byrne Revocable Trust Dated 12/5/07  
c/o Thomas P. Byrne  
September 15, 2009  
Page 2

We also attach an information pamphlet detailing the process of eminent domain and your rights under the Eminent Domain Law.

Under Code of Civil Procedure Section 1263.025, should The Peter F. Byrne Revocable Trust Dated 12/5/07 elect to obtain an independent appraisal, the TJPA will pay for the actual, reasonable costs of the appraisal up to \$5,000, subject to the following conditions:

(a) The Peter F. Byrne Revocable Trust Dated 12/5/07, not the City or the TJPA, must order the appraisal. Should the property owner enter a contract with the selected appraiser, the City and the TJPA will not be parties to the contract.

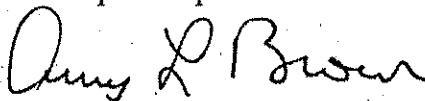
(b) The selected appraiser must be a Certified General Appraiser with experience in appraising property in eminent domain actions, and licensed by the California Office of Real Estate Appraisers (OREA).

(c) Appraisal cost reimbursement requests must be made in writing and submitted to the TJPA. The property owner must provide a copy of the invoice for all work completed by the appraiser.

We look forward to working with you to arrive at a mutually satisfactory agreement.

Very truly yours,

CITY AND COUNTY OF SAN FRANCISCO,  
A Municipal Corporation



Amy L. Brown, Director of Real Property

TRANSBAY JOINT POWERS AUTHORITY



Harry Quinn, Right of Way Acquisition Agent

Letter to Peter F. Byrne, trustee of  
The Peter F. Byrne Revocable Trust Dated 12/5/07  
c/o Thomas P. Byrne  
September 15, 2009  
Page 3

Enclosures           (1) Summary Appraisal Statement  
                          (1) Relocation Assistance Brochure  
                          (1) Eminent Domain Brochure  
                          (1) Agreement for Purchase and Sale of Real Estate

cc (w/o encls):       Maria Ayerdi-Kaplan  
                          Andrew Schwartz  
                          Kristen Jensen





*Amy L. Brown*  
*Director of Real Estate*



October 26, 2010

**Via Certified Mail and E-mail**

Peter F. Byrne, trustee of  
The Peter F. Byrne Revocable Trust Dated 12/5/07  
c/o Thomas P. Byrne  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Email: thomas\_byrne\_98@yahoo.com

**Re: 60 Tehama Street (Block 3736, Lot 88): Offer to Purchase**

Dear Peter F. Byrne and Thomas P. Byrne:

On September 15, 2009, the City and County of San Francisco ("City") and the Transbay Joint Powers Authority (TJPA) made a joint offer to purchase 60 Tehama Street (Block 3736, Lot 88), San Francisco, California (the "Property") from The Peter F. Byrne Revocable Trust Dated 12/5/07 for \$1,000,000 for the unencumbered fee simple interest in the Property. The joint offer was the full amount of a March 10, 2009 appraisal of the Property ("2009 Appraisal"). The Byrne Trust did not accept the offer. We enclose the joint offer letter for your reference.

Because more than one year had passed since the time of the 2009 Appraisal, federal and state law required an update of the appraisal of the Property. Based on the updated appraisal, date of value September 14, 2010 ("2010 Appraisal Update"), the fair market value of the Property remains \$1,000,000. We enclose the 2010 Appraisal Update for your reference.

On the basis of the 2009 Appraisal and the 2010 Appraisal Update, the City and the TJPA hereby renew the joint offer to purchase the Property for \$1,000,000. If others own interests in the Property, they may be entitled to share in that purchase price. Attached is a proposed Agreement for Purchase and Sale of Real Estate containing the terms of the proposed purchase of the Property. We would be happy to answer any questions that you have concerning the 2009 Appraisal, the 2010 Appraisal Update, or the proposed Agreement.

As the owner of property acquired by a public agency, the property owner may be entitled to relocation assistance. The attached Relocation Assistance Brochure should answer most questions concerning relocation assistance. If you have any questions that are not answered by this guide, please do not hesitate to contact me.

I:\Managers\Admin ABVTJPA 60 Tehama.doc

Office of the Director of Real Estate • 25 Van Ness Avenue, Suite 400 • San Francisco, CA 94102  
(415) 554-9850 • FAX: (415) 552-9216

As required by state law, we also attach an information pamphlet detailing the process of eminent domain and your rights under the Eminent Domain Law.

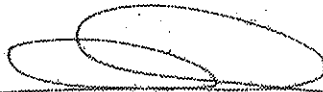
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- (b) The selected appraiser must be a Certified General Appraiser with experience in appraising property in eminent domain actions, and licensed by the California Office of Real Estate Appraisers (OREA).
- (c) Appraisal cost reimbursement requests must be made in writing and submitted to the TJPA. The property owner must provide a copy of the invoice for all work completed by the appraiser.

We look forward to working with you to arrive at a mutually satisfactory agreement. Please contact the TJPA's legal counsel, Deborah (Keeth) Miller at 415-552-7272, at your earliest convenience to discuss this offer.

Very truly yours,

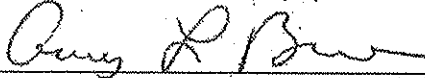
TRANSBAY JOINT POWERS AUTHORITY



~~Robert Beck, PE, Senior Program Manager~~  
~~Maria Ayerdi-Kaplan, Executive Director~~

Date: 10/29/10

CITY AND COUNTY OF SAN FRANCISCO,  
REAL ESTATE DIVISION



Amy L. Brown, Director of Real Estate  
Real Estate Division, General Services Agency

Date: 10/26/10

- Enclosures
- September 15, 2009 joint offer letter
  - 2009 Appraisal & 2010 Appraisal Update
  - Relocation Assistance Brochure
  - Eminent Domain Brochure
  - Agreement for Purchase and Sale of Real Estate

cc (w/o encls): Maria Ayerdi-Kaplan  
Deborah Miller  
Kristen Jensen



*Amy L. Brown*  
*Director of Real Estate*



September 15, 2009

**Via Certified Mail and E-mail**

Peter F. Byrne, trustee of  
The Peter F. Byrne Revocable Trust Dated 12/5/07  
c/o Thomas P. Byrne  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Email: thomas\_byrne\_98@yahoo.com

Re: 60 Tehama Street (Block 3736, Lot 88): Offer to Purchase

Dear Peter F. Byrne and Thomas P. Byrne:

On November 20, 2007, the Transbay Joint Powers Authority (TJPA) made an offer to purchase 60 Tehama Street (Block 3736, Lot 88), San Francisco, California (the "Property") from Peter F. Byrne based on a January 26, 2007 appraisal of the Property. Mr. P.F. Byrne did not accept that offer and the TJPA revokes that offer.

This letter constitutes a new, joint offer by the City and County of San Francisco ("City") and the TJPA to purchase the Property from The Peter F. Byrne Revocable Trust Dated 12/5/07, for One Million Dollars (\$1,000,000) for the unencumbered fee simple interest in the Property.

The amount of the offer is the fair market value of the Property, as reflected in the attached Summary Appraisal Statement (dated March 10, 2009). The Summary Appraisal Statement provides a summary of the basis of the appraisal. The City's and the TJPA's joint offer is the full amount of the appraisal. Also attached is a proposed Agreement for Purchase and Sale of Real Estate containing the terms of the proposed purchase of the Property. We would be happy to answer any questions that you have concerning the Summary Appraisal Statement or the proposed Agreement.

As the owner of property acquired by a public agency, the property owner may be entitled to relocation assistance. The attached Relocation Assistance Brochure should answer most questions concerning relocation assistance. If you have any questions that are not answered by this guide, please do not hesitate to contact me.

Letter to Peter F. Byrne, trustee of  
The Peter F. Byrne Revocable Trust Dated 12/5/07  
c/o Thomas P. Byrne  
September 15, 2009  
Page 2

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Under Code of Civil Procedure Section 1263.025, should The Peter F. Byrne Revocable Trust Dated 12/5/07 elect to obtain an independent appraisal, the TJPA will pay for the actual, reasonable costs of the appraisal up to \$5,000, subject to the following conditions:

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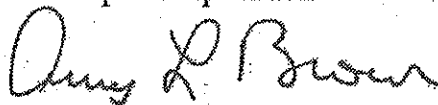
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(c) Appraisal cost reimbursement requests must be made in writing and submitted to the TJPA. The property owner must provide a copy of the invoice for all work completed by the appraiser.

We look forward to working with you to arrive at a mutually satisfactory agreement.

Very truly yours,

CITY AND COUNTY OF SAN FRANCISCO,  
A Municipal Corporation



Amy L. Brown, Director of Real Property

TRANSBAY JOINT POWERS AUTHORITY



Harry Quinn, Right of Way Acquisition Agent



Letter to Peter F. Byrne, trustee of  
The Peter F. Byrne Revocable Trust Dated 12/5/07  
c/o Thomas P. Byrne  
September 15, 2009  
Page 3

Enclosures           (1) Summary Appraisal Statement  
                          (1) Relocation Assistance Brochure  
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                          (1) Agreement for Purchase and Sale of Real Estate

cc (w/o encls):       Maria Ayerdi-Kaplan  
                          Andrew Schwartz  
                          Kristen Jensen



TRANSBAY JOINT POWERS AUTHORITY

# Relocation Assistance Brochure

## Rights and Benefits Under the TJPA's Relocation Assistance Program for Businesses and Nonprofit Organizations

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This brochure summarizes the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Section 4601 et seq., and its implementing regulations, 49 Code of Federal Regulations (CFR) Part 24, and the California Relocation Act, Govt. Code Section 7260 et seq., and its implementing regulations, 25 Cal. Code Regs. Section 6000 et seq.

Much of the content of this brochure was provided by The United States Department of Transportation, Federal Highway Administration, Office of Real Estate Services, Publication Number FHWA-HEP-05-031.

Leo Tchama



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

*Morris Evans*  
Countersigned



Chicago Title Company  
BY *[Signature]* President  
ATTEST *[Signature]* Secretary



# Chicago Title Company

**ISSUING OFFICE:** 2150 John Glenn Drive, Suite 300 • Concord, CA 94520  
925 288-8000 • FAX 925 288-6415

## PRELIMINARY REPORT

Title Officer: Meg Heppell

Title No.: 09-160120-MH

Locate No.: CACTI7738-7738-2369-0000160120

TO: Chicago Title Company-San Francisco  
388 Market Street, Suite 1300  
San Francisco, CA 94111

ATTN: Sue Trowbridge  
YOUR REFERENCE: 160250405

SHORT TERM RATE: No

**PROPERTY ADDRESS:** 60 Tehama Street, San Francisco, California

**EFFECTIVE DATE:** April 17, 2009, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

FORMERLY ALTA Owner's Policy (10/17/92)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:  
  
A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:  
  
**Peter F. Byrne, trustee of the Peter F. Byrne Revocable Trust dated 12/5/07**
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:  
  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MH/MH 04/28/2009

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northwesterly line of Tehama Street, distant thereon 480 feet southwesterly from the southwesterly line of 1st Street; running thence southwesterly along said line of Tehama Street 25 feet; thence at a right angle northwesterly 80 feet; thence at a right angle northeasterly 25 feet; thence at a right angle southeasterly 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 348.

APN: Lot 88 Block 3736

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2009-2010.
2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. **The herein described property** lies within the boundaries of a Mello-Roos Community Facilities District ("CFD"), as follows:

CFD No: 90-1  
For: School Facility Repair and Maintenance  
Disclosed by: Notice of Special Tax Lien recorded July 5, 1990 in Book F160, Page 1044 and by Supplemental Notice of Special Tax Lien recorded July 11, 1990, in Book F165, Page 1 et. seq., Official Records of the City and County of San Francisco

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City and County of San Francisco. The tax may not be prepaid.

Further information may be obtained by contacting:

San Francisco Unified School District  
Office of the Superintendent for Business  
135 Van Ness Ave.  
San Francisco, CA 94102  
Phone (415) 241-6024

4. **The fact** that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment  
Agency: Redevelopment Plan for Transbay Project Area  
Recorded: August 4, 2006, Instrument No. 2006-I224836, of Official Records

5. **Covenants, conditions and restrictions** in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: April 4, 2006, Instrument No. 2006-I224839, of Official Records

6. **Any facts, rights, interests, or claims** which may exist or arise by reason of the following facts disclosed by survey, Job No. ABN 3736 LOT 088, dated November 16, 2007 prepared by Bureau of Street Use and Mapping, Dept of Public Works:

ALONG THE BOUNDARY WITH ASSESSOR'S LOT 107

- a) bldg cor. 0.2' sw'ly & 0.1' nw'ly
- b) bldg. cor. 0.3' sw'ly & P/L+/- se'ly

ALONG THE BOUNDARY WITH ASSESSOR'S LOT 25

- c) sprinkler 0.1' nw'ly 4'+/- up
- d) OH light 1.8' nw'ly 25'+/- up
- e) 0.07' gap

ALONG THE BOUNDARY WITH ASSESSOR'S LOT 89

- f) bldg cor. 0.1' sw'ly & on P/L+/- mw'ly
- g) OH light 2.0' sw'ly 26'+/- up (3)
- h) bldg. cor 0.1' sw'ly & 0.1' nw'ly

ALONG TEHAMA STREET

- i) unknown utility box 0.8' se'ly 14'+/- up
- j) fire hose connector 0.3' se'ly 2.8' up
- k) OH light 1.7' se'ly 4.8' ne'ly 26'+/- up
- l) ctr line door 2.5' se'ly proj.
- m) fire escape 3.6' se'ly 14'+/- up
- n) fire alarm box 0.3' se'ly 20'+/- up
- o) bldg overhang 0.3' se'ly 25'+/- up
- p) door 0.6' se'ly proj.

7. **Any rights of the parties in possession** of a portion of, or all of, said land, which rights are not disclosed by the public record.

This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

8. **Any invalidity or defect** in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a **Trust Certification pursuant to California Probate Code Section 18100.5**. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

ITEMS: (continued)

Title No. 09-160120-MH  
Locate No. CACTI7738-7738-2369-0000160120

9. **This Company will require** an Owner's Affidavit to be completed by the party(ies) named below before any title assurance requested under this application will be issued.

Party(ies):

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

**END OF ITEMS**

- Note 1.** The name(s) of the buyer(s) furnished with this application for Title Insurance is/are:

Transbay Joint Powers Authority

If these names are incorrect, incomplete or misspelled, please notify the Company.

- Note 2.** The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:

Grantor: Peter F. Byrne, a single man  
Grantee: Peter F. Byrne, trustee of the Peter F. Byrne Revocable Trust dated 12/5/07  
Recorded: January 14, 2008, Instrument No. 2008-1517582, of Official Records

- Note 3.** Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:

Tax Identification No.: Lot 88 Block 3736  
Fiscal Year: 2008 - 2009  
1st Installment: \$9,347.47  
2nd Installment: \$9,347.47  
Exemption: None  
Land: \$1,038,519.00  
Improvements: \$549,163.00  
Personal Property: \$0.00

- Note 4.** None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.

- Note 5.** The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said land commercial structure known as 60 Tehama Street, San Francisco, CA to an Extended Coverage Loan Policy.



**Note 6.** Effective December 19, 2008 consider City of San Francisco Transfer Tax  
\$100 to \$250,000 at \$2.50 per \$500 (\$5.00 per thousand)  
\$250,000 to \$1,000,000 at \$3.40 per \$500 (\$6.80 per thousand)  
\$1,000,000 or more but less than or Equal to \$5,000,000 at \$3.75 per \$500 (\$7.50 per thousand)  
More than \$5,000,000 at \$7.50 per \$500 (\$15.00 per thousand)

NOTE: These rates are for documents recorded on or after December 19, 2008, regardless of when the instrument was executed.

**Note 7.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

**Note 8.** Please contact Escrow Office for Wire Instructions.

**Note 9.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**END OF NOTES**



**ATTACHMENT ONE**  
**AMERICAN LAND TITLE ASSOCIATION**  
**RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
  - or
  - in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**SCHEDULE B, PART I  
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**PART I**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:  
(a) created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or

material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:  
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or  
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or  
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:  
(a) to timely record the instrument of transfer; or  
(b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.  
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:  
(a) created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy, or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:  
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or  
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:  
(a) to timely record the instrument of transfer; or  
(b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.  
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. Land use
  - d. improvements on Land
  - e. Land division
  - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.  
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. notice of exercising the right appears in the Public Records at the Policy Date; or

- b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:  
(a) created, suffered, assumed or agreed to by the Insured Claimant;  
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;  
(c) resulting in no loss damage to the Insured Claimant;  
(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or  
(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:  
(a) The time of the advance; or  
(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

## Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Effective through November 1, 2014

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access To Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northwesterly line of Tehama Street, distant thereon 480 feet southwesterly from the southwesterly line of 1st Street; running thence southwesterly along said line of Tehama Street 25 feet; thence at a right angle northwesterly 80 feet; thence at a right angle northeasterly 25 feet; thence at a right angle southeasterly 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 348.

APN: Lot 88 Block 3736





60 Tehama St. (3736/088)

Embarcadero

Steuart St

Spear St

Main St

Beale St

Fremont St

First St

Essex St

Second St

Hawthorne St

Mission St

Howard St

Folsom St

Harrison St

Third St

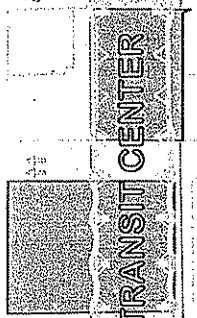
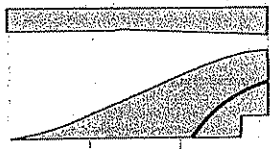
Bryant St

**Legend**

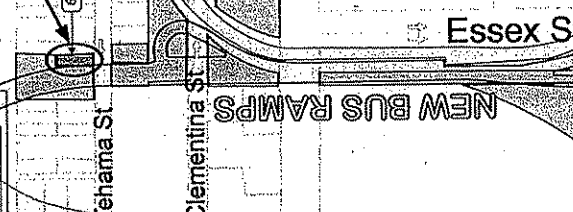
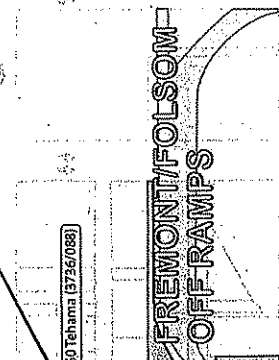
- Acquired
- To be Acquired
- Partial Acquisitions (pkg easements)

Scale in feet

0 250 500



Subject Property



DOWNTOWN RAIL EXTENSION



Jessie St

Ecker Pl

Anthony St

Shaw Alley

Mirna St

Natoma St

Tehama St

Clementina St

65 Natoma (3721/109-110)

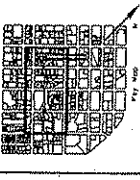
580 Howard (3721/692-106)

568 Howard (3721/0201)

564 Howard (3721/019)

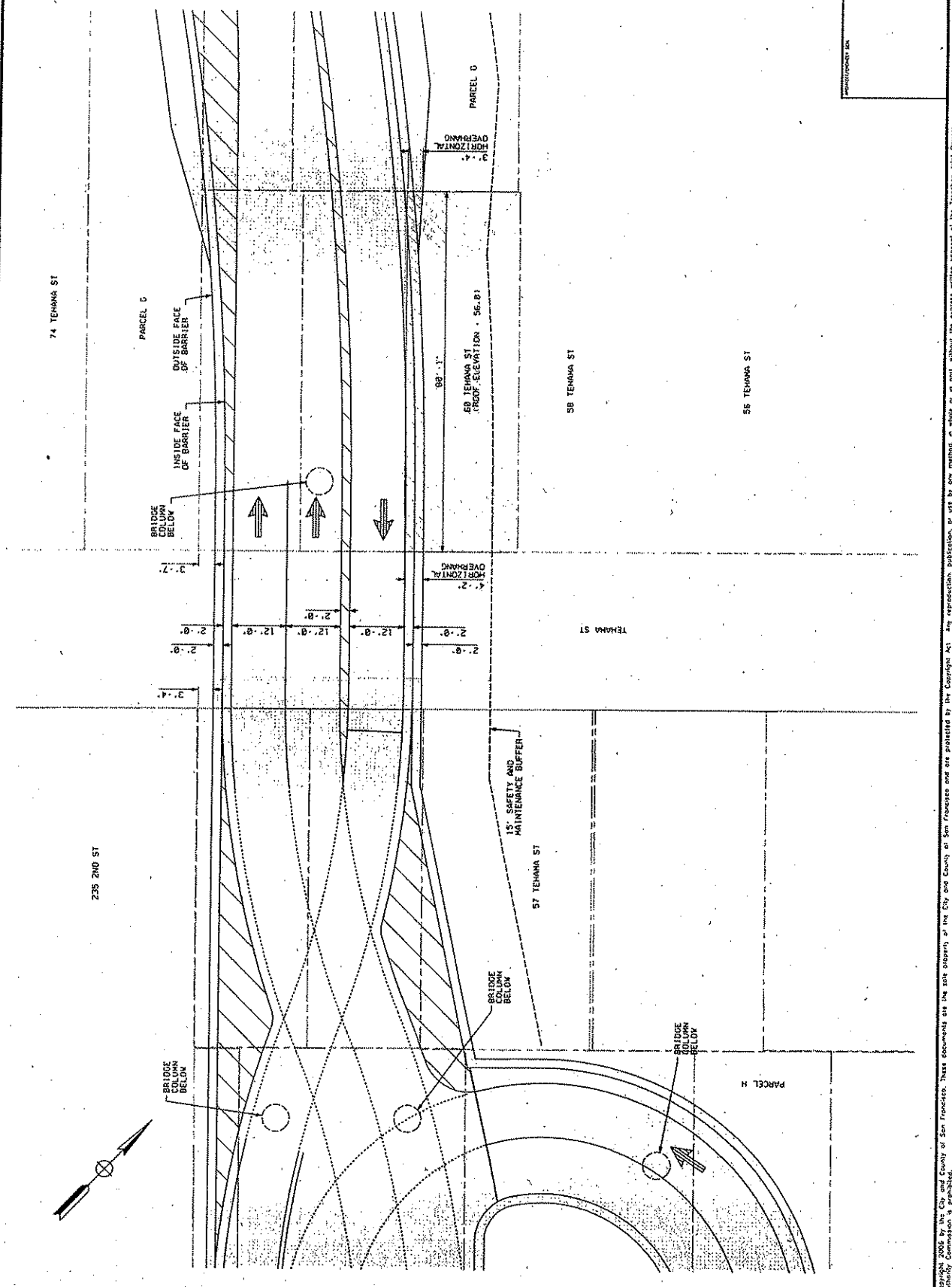
60 Tehama (3736/088)

TRANSBAY TRANSIT CENTER PROGRAM  
 ROUTE ACQUISITION  
 SAN FRANCISCO, CA  
 60 TEHAMA STREET



NO.	DATE	DESCRIPTION

PROJECT NO.	TRANSBAY TRANSIT CENTER PROGRAM
DATE	11/16/2010
SCALE	AS SHOWN
DRAWN BY	J. LEE
CHECKED BY	J. LEE
APPROVED BY	J. LEE
PROJECT MANAGER	J. R. COFFIN
DESIGNER	J. LEE
DATE OF ISSUE	11/16/2010
DATE OF REVISION	
REVISION NO.	
REVISION DESCRIPTION	
TOTAL NO. OF SHEETS	2
SHEET NO.	1



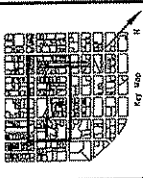
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SKETCH NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION

**TRANSBAY JUNE BOULEVARD AUTHORITY**

**ARUP**  
 AN ASSOCIATED COMPANY OF  
 ARUP GROUP LIMITED  
 540 MISSION STREET, SUITE 5100  
 SAN FRANCISCO, CALIFORNIA 94105  
 TEL: 415.774.2000 FAX: 415.774.2000



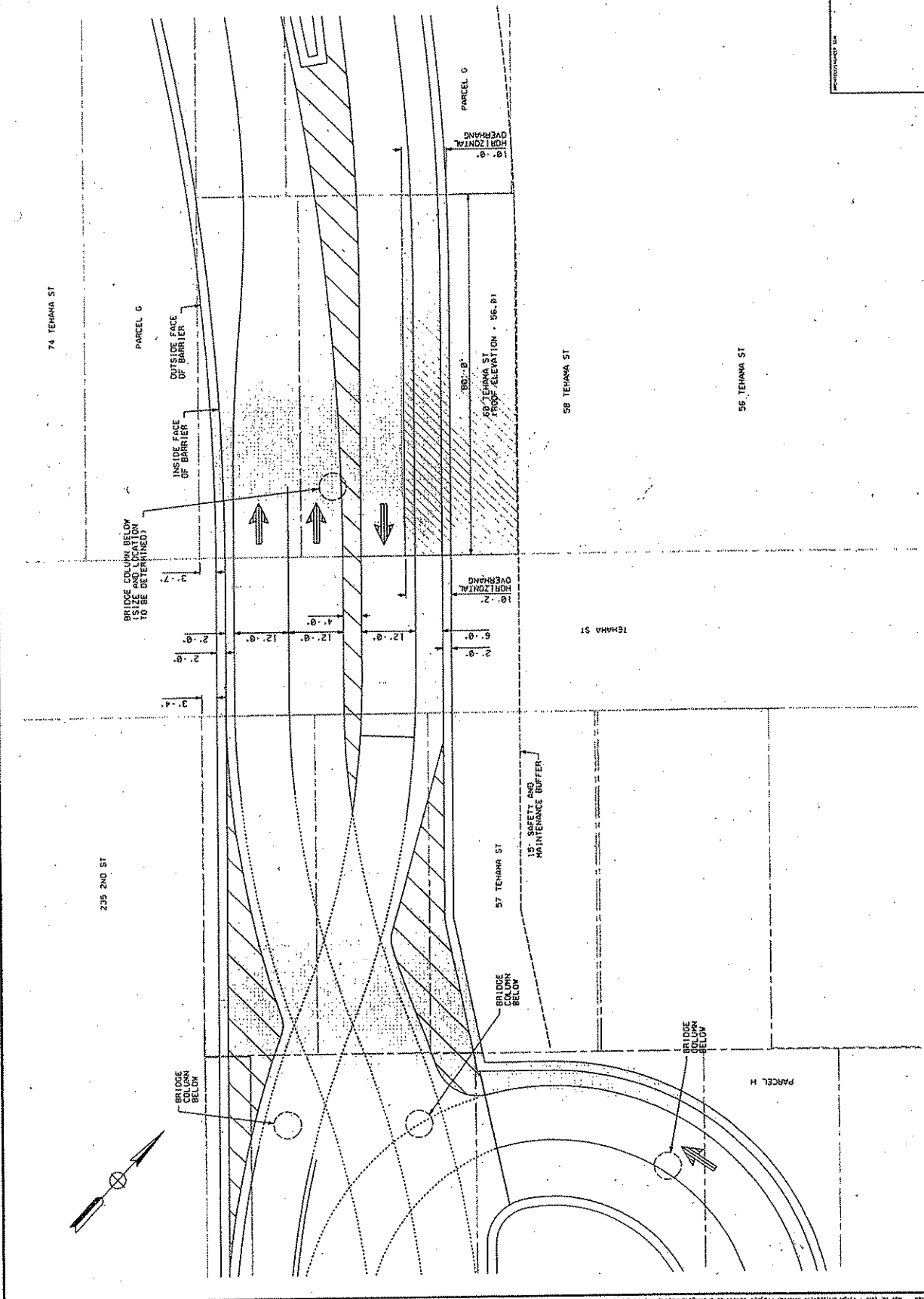
NO.	DATE	DESCRIPTION

**TRANSBAY TRANSIT CENTER PROGRAM**  
**BUS RAMP**  
**SAN FRANCISCO, CA**

ROUTE ACQUISITION - SINGLE TOWER BRIDGE  
 60 TEHAMA STREET

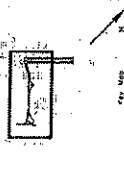
PROJECT MANAGER - J. EGG  
 PROJECT MANAGER - E. COFFIN  
 PROJECT ENGINEER - J. WATSON  
 DATE: 11/16/2010  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

SKETCH NOT FOR CONSTRUCTION



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TRANSMISSION JOINT POWER AUTHORITY  
**ARUP**  
 1000 BAY STREET, SUITE 1000  
 SAN FRANCISCO, CALIFORNIA 94109  
 TEL: 415.774.2000 FAX: 415.774.2006



NO.	DATE	DESCRIPTION

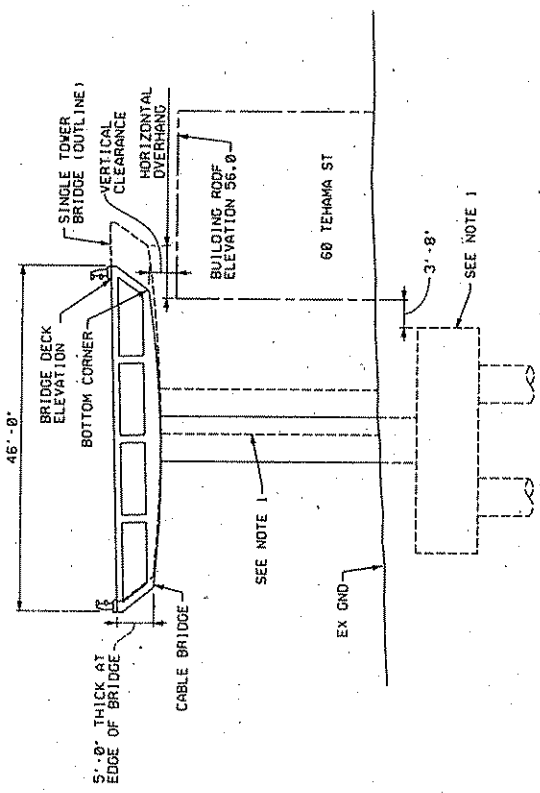
PROJECT: TRANSBAY TRANSIT CENTER PROGRAM  
 BUS RAMP  
 SAN FRANCISCO, CA  
 ROUTE ACQUISITION  
 60 TEHAMA STREET - CROSS SECTION

PRINCIPAL ENGINEER - J. EBY  
 PROJECT MANAGER - G. COFFIN  
 PROJECT ENGINEER - D. LUD  
 DATE: 11/12/2010  
 SCALE: 1" = 30'  
 SHEET NO. 1 OF 1

SKETCH NOT FOR CONSTRUCTION

BRIDGE DECK ELEVATION	CABLE BRIDGE		SINGLE TOWER BRIDGE	
	SOUTH CORNER	NORTH CORNER	SOUTH CORNER	NORTH CORNER
BOTTOM CORNER ELEVATION	66.0	64.8	66.0	65.3
HORIZONTAL OVERHANG	61.0	59.8	61.0	60.3
VERTICAL CLEARANCE	4'-2"	3'-4"	10'-2"	10'-0"
	5'-0"	3'-10"	5'-2"	4'-6"

NOTE:  
 1. SIZE OF FOUNDATION AND COLUMN FOR SINGLE TOWER BRIDGE TO BE DESIGNED AND ARE NOT SHOWN.



SECTION ADJACENT TO 60 TEHAMA ST.

NOTES: 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES. 2. THE USER OF THESE DOCUMENTS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 3. THE USER OF THESE DOCUMENTS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 4. THE USER OF THESE DOCUMENTS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**Thomas P. Byrne**  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Telephone: (415) 533-3636  
E-mail: thomas\_byrne\_98@yahoo.com

File 101432

Via Mail and E-mail

11-24-10

Angela Calvillo  
Clerk for the Board  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689

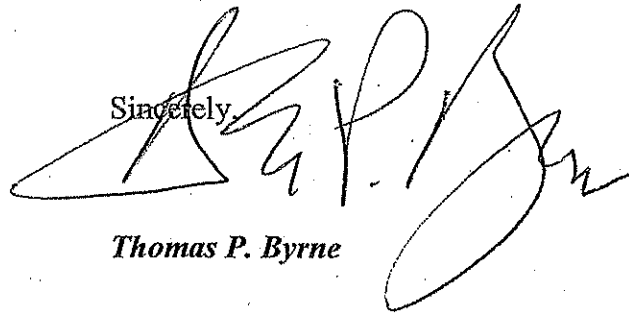
Re: Notice of Public Hearing on Adopting Resolution to Acquire Real Property  
Date: December 7, 2010  
Time: 3:00  
Property: 60 Tehama St.

Dear Mr. Calvillo:

Our office represents Peter Byrne and Peter F. Byrne Revocable Trust, the owners of 60 Tehama Street. We are in receipt of your above-described notice mailed to our office on or about November 19, 2010. Pursuant with your notice and CCP Section 1245 et seq. we are requesting time to appear and be heard and present evidence to the Board. This letter is our Request to be Heard. We have been informed that we will need at least 13 copies of any written materials for the Board and that if we have more than one speaker for our property, then our time may be divided between or among our speakers.

Thank you. If you have questions, you may call me at (415) 533-3636.

Sincerely,



*Thomas P. Byrne*

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2010 NOV 29 PM 4:08

BY \_\_\_\_\_  
AK

1 PROOF OF SERVICE

2 I, the undersigned, declare that I am over the age of eighteen years and am not a party to the  
3 within-entitled action. I am employed in the City and County of Sonoma, California; my business  
4 address is 255 W. Napa St. Suite L, Sonoma, California 94123.

5  
6 On this date, I served the following documents:

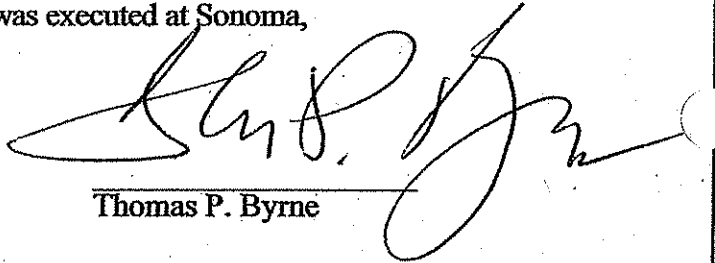
7 Request to be Heard (Letter)

8 on all interested in said action, by mailing a true copy to:

9 Angela Calvillo  
10 Clerk for the Board  
11 1 Dr. Carlton B. Goodlett Place  
12 City Hall, Room 244  
13 San Francisco, CA 94102-4689

14 I declare under penalty of perjury under the laws of the State of California that the  
15 foregoing is true and correct and that this declaration was executed at Sonoma,  
16 California on November 24, 2010.

17 Dated: 11-24-10

18  
19  
20  
21  
22  
23  
24  
25  
  
Thomas P. Byrne

Prop  
ALS  
Row 60

SHUTE, MIHALY & WEINBERGER LLP  
ATTORNEYS AT LAW

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TAMARA S. GALANTER  
ELLISON FOLK  
RICHARD S. TAYLOR  
WILLIAM J. WHITE  
ROBERT S. PERLMUTTER  
OSA L. WOLFF  
MATTHEW D. ZINN  
CATHERINE C. ENGBERG  
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TELEPHONE: (415) 552-7272  
FACSIMILE: (415) 552-5816  
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SHERIDAN J. PAUKER  
ELENA K. SAXONHOUSE  
MICHELLE WILDE ANDERSON  
DOUG A. OBEGI

LAUREL L. IMPETT, AICP  
CARMEN J. BORG, AICP  
URBAN PLANNERS

DAVID NAWI  
ANDREW W. SCHWARTZ  
OF COUNSEL

December 19, 2006

Peter F. Byrne  
255 W. Napa St #L  
Sonoma, California  
95476-6546

County:	San Francisco
Assessor's Parcel Number:	Block 3736, Lot 88
Street Address:	60 Tehama Street
	San Francisco, CA

Re: Notice of Decision to Appraise and Notice of Land Acquisition Procedures

Dear Mr. Byrne:

The Transbay Joint Powers Authority ("TJPA"), the City and County of San Francisco ("City"), the San Francisco Redevelopment Agency ("Agency"), and the Peninsula Corridor Joint Powers Board ("JPB") are engaged in a project that will: (1) construct a multi-modal Transbay Transit Center on the site of the present Transbay Terminal (at Mission and First Streets); (2) extend Caltrain commuter rail service from its current terminus at Fourth and Townsend Streets to the proposed new Transbay Transit Center; and (3) implement a Redevelopment Plan with related development projects ("the Program"). Our firm represents the TJPA on matters relating to the Program:

The Program will occupy an area generally located south of Market Street and east of Fourth Street in downtown San Francisco ("the Program Area"). We understand that you own property located at 60 Tehama Street in San Francisco ("the Property"). This Property is within the Program Area and full acquisition of the Property may be required for the Program.

We are writing to you today to notify you of the TJPA's decision to appraise the Property and to describe the TJPA's land acquisition procedures and policies. In particular, we would like to inform you that the TJPA has "federalized" the Program in

Peter F. Byrne  
December 19, 2006  
Page 2

order to qualify for certain federal funding. Based on federal requirements, the TJPA has adopted real property appraisal procedures which require two appraisals of each property, an appraisal review, and review of the appraisals by the Federal Transit Administration ("FTA"). The TJPA hopes that this letter will open a dialogue between you and the TJPA regarding the Program and the acquisition process.

#### The TJPA's Decision to Appraise the Property.

The first purpose of this letter is to give you notice of the TJPA's decision to appraise the Property for potential acquisition for the Program. This notice is required by state law, 25 California Code of Regulations Section 6184. The TJPA has retained two independent real property appraisers, Chris Carneghi, MAI, of Carneghi-Blum & Partners, Inc., and John Clifford, MAI, Clifford & Associates, to make two independent fair market value appraisals of the Property. Each appraiser will contact you to make arrangements for an appraisal of the Property. You and/or your representative are invited to accompany the appraisers during their respective inspections of the Property.

The TJPA's appraisal reviewer, David Tattersall, MAI, Tattersall Advisory Services, will review the Carneghi and Clifford appraisals and recommend that the TJPA approve one of the appraisals. The appraisals and the reviewer's recommendations will be forwarded to the FTA for its review and concurrence. Following FTA concurrence, the TJPA will make you a written offer of just compensation to purchase the Property. The TJPA's offer will be no less than the approved appraisal of the value of the Property. The TJPA will carefully consider any information that you would like to present regarding the value of the Property. The TJPA hopes that this process will result in a voluntary sale of the Property to the TJPA.

#### Description of the TJPA's Land Acquisition Procedures.

The second purpose of this letter is to give you notice of the TJPA's land acquisition policies and procedures. This notice is also required by state law, 25 California Code of Regulations Section 6188. The policies and procedures are as follows:

- The basic objectives of the TJPA's land acquisition program are to make every reasonable effort to acquire expeditiously real property by agreements with property owners at the properties' fair market value to assure consistent treatment of all property owners located within a project area, and to promote public confidence in the TJPA's land acquisition practices. We have enclosed an informative booklet prepared by the California Department of Transportation titled "Your Property/Your Transportation Project," which will provide you with answers to questions that owners frequently ask concerning the land acquisition process.



Peter F. Byrne  
December 19, 2006  
Page 3

▪ In the event that the TJPA decides to acquire the Property, the amount that you will be offered for the Property will be the amount that the TJPA will have determined to be just compensation based on an appraisal of the fair market value of the Property. The offer will not be less than the full amount of the TJPA's appraisal of the Property. The offer will disregard any decrease or increase in the fair market value of the Property prior to the date of valuation caused by the Program for which the Property is to be acquired, other than due to physical deterioration within the reasonable control of the property owner or occupant. The offer will not reflect any consideration of or allowance for any relocation assistance and payments or other benefit that the owner is entitled to receive under any agreement with the TJPA.

▪ You will be entitled to receive full payment prior to vacating the real property being purchased unless you have elected to waive such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes that are allocable to any period after the passage of title or possession.

▪ In addition to receiving just compensation for any property acquired by the TJPA, you and/or any occupants of the Property may be eligible to receive relocation benefits under the California Relocation Assistance Act (Government Code §§ 7260 *et seq.*) and/or the federal Uniform Relocation Assistance and Real Property Act (42 U.S.C. §§ 4601 *et seq.*). This notice does not, however, constitute an offer to purchase the Property, nor does it establish your eligibility or the eligibility of any occupant(s) of the Property for relocation assistance or relocation payments. Only those owners and/or occupants in occupancy at the time of the first written offer to purchase the Property may be eligible for relocation payments. All relocation services and benefits which you may be entitled to will be administered without regard to race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 (41 U.S.C. §§ 2000d *et seq.*) and Section 162(a) of the Federal Highway Act of 1973 (23 U.S.C. § 324). Enclosed for your information are a copy of the Title VI statute and its implementing regulations, a booklet prepared by the California Department of Transportation titled "Working Together Works," a description of the Title VI complaint process, and a Discrimination Complaint Form.

▪ You, or your representative who has been designated in writing, shall be given the opportunity to accompany the TJPA's appraiser during inspection of the Property.

▪ The TJPA, the Agency, and the JPB will schedule construction of the Program such that any person or business legally occupying the Property shall have at least 90 days written notice of the date by which any occupant of the Property must vacate the Property, unless a court finds that the TJPA has an urgent need for possession of the property and that possession will not displace or unreasonably affect any person in

Peter F. Byrne  
December 19, 2006  
Page 4

actual and lawful possession of the property to be acquired, or unless there is an emergency that threatens the general health or safety of the community.

▪ If after acquisition of the Property the TJPA makes arrangements to rent the Property to you or your tenant(s) for a short term or for a period subject to termination by the TJPA on short notice, the rent will not exceed the lesser of the fair rental value of the Property to a short term occupier or the pro rata portion of the fair rental value for a typical rental period.

As noted above, Mr. Carneghi and Mr. Clifford will contact you to make arrangements with you to appraise the Property. Please advise us if there is another person to whom we should direct our correspondence regarding the appraisal or other matters relating to the Property. Please let us know if you are represented by counsel on matters relating to acquisition of the Property.

The TJPA is interested in keeping affected property owners fully informed about the Program and the land acquisition process. Please feel free to contact me or Maria Ayerdi, Executive Director of the TJPA, at any time if you have any questions or concerns.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



ANDREW W. SCHWARTZ

Enclosures

cc: Maria Ayerdi (without enclosures)  
Chris Carneghi (without enclosures)  
John Clifford (without enclosures)  
David Tattersall (without enclosures)

Peter F. Byrne  
December 19, 2006  
Page 5

**Enclosures list:**

Caltrans Guide, "Your Property, Your Transportation Project"  
Caltrans Guide, "Working Together Works"  
Title VI Statutes and Regulations  
Title VI Complaint Process  
Title VI Discrimination Complaint Form

P:\TIPAROW\60 Tehama\NOTICE OF DECISION TO APPRAISE (60 Tehama).doc



-----Original Message-----

From: Thomas Byrne [mailto:thomas\_byrne\_98@yahoo.com]  
Sent: Thu 4/5/2007 3:07 PM  
To: Andrew Schwartz  
Subject: 60 Tehama St.

Dear Mr. Schwartz:

Thank you for your letter of December 19, 2006 concerning your notice to appraise our property.

Your letter does not indicate that a permanent acquisition of our property is required. Please fully explore this question as to whether permanent acquisition of our property is absolutely necessary.

We have also been contacted by an appraiser. Unfortunately, we declined his request to visit our property as it might be premature. He also could not tell us whether full acquisition is needed.

We are committed to the improvement of the South of Market Area including the Transbay Transit Center, but we are also committed to keeping this property.

Thank you in advance for your consideration of this matter. Please feel free to contact me. I prefer e-mail to regular mail.

Tom Byrne  
thomas\_byrne\_98@yahoo.com  
(415) 533-3636

---

Need Mail bonding?

Go to the Yahoo! Mail Q&A for great tips from Yahoo! Answers users.  
<http://answers.yahoo.com/dir/?link=list&sid=396546091>



-----Original Message-----

From: Thomas Byrne [mailto:thomas\_byrne\_98@yahoo.com]  
Sent: Tuesday, April 10, 2007 3:04 PM  
To: Andrew Schwartz  
Subject: 60 Tehama St.

Andrew,  
Thank you for your call last Friday afternoon. As promised, I again have revisited the website and specifically looked for the EIR. You indicated the EIR shows drawings that have a bus ramp going directly through 60 Tehama. Although there are broad maps of the area with the bus ramp, I have been unable to find specific drawings that clearly shows the bus ramp going directly through the property.

You indicated that if I could not find this information, you would forward on it on to me. Again, my mailing address is 255 W. Napa Street, Suite L, Sonoma, CA 95476.

If possible I prefer e-mail to regular mail.

Thank you,  
TOM

---

Expecting? Get great news right away with email Auto-Check.  
Try the Yahoo! Mail Beta.  
[http://advision.webevents.yahoo.com/mailbeta/newmail\\_tools.html](http://advision.webevents.yahoo.com/mailbeta/newmail_tools.html)





SHUTE, MIHALY & WEINBERGER LLP  
ATTORNEYS AT LAW

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DEBORAH L. KEETH  
WINTER KING  
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LAUREL L. IMPETT, AICP  
CARMEN J. BORG, AICP  
URBAN PLANNERS

DAVID NAWI  
OF COUNSEL

May 10, 2007

Tom Byrne  
255 W. Napa Street  
Suite L  
Sonoma, CA 95476

Re: Appraisal of 60 Tehama Street for Acquisition by TJPA

Dear Mr. Byrne :

I am writing in response to your request for additional information about why the Transbay Joint Powers Authority ("TJPA") is appraising the property at 60 Tehama Street for potential acquisition. As you know, the TJPA, along with the City and County of San Francisco, the San Francisco Redevelopment Agency, and the Peninsula Corridor Joint Powers Board, are planning to construct a new, multi-modal Transbay Transit Center on the site of the current Transbay Terminal, and to implement a Redevelopment Plan for the surrounding area ("the Program"). As part of this Program, the TJPA must construct a new bus ramp very near—and possibly through—60 Tehama Street.

At this time, the TJPA does not know the precise location of the final alignment of this bus ramp. However, as can be seen on the enclosed maps, the approximate location of the bus ramp alignment overlays the 60 Tehama Street parcel.<sup>1</sup> While the final alignment may reduce the ramp width somewhat, a clear area of approximately fifteen feet on either side of the ramp will also be required for maintenance access purposes. In order to construct the bus ramp and accommodate the maintenance access requirements, it appears that the TJPA will need to permanently acquire 60 Tehama Street. Because this property is necessary for the first phase of the Program, the TJPA must begin to conduct the required inspections and appraisals

<sup>1</sup> The map attached as Exhibit A was included in the Final Environmental Impact Report (FEIS/EIR) at page 2-16. The map attached as Exhibit B was included in an engineering report relied upon and cited to in the FEIS/EIR.

Tom Byrne  
May 10, 2007  
Page 2

immediately. As I stated in my December 19, 2006, letter, we hope that this process will result in a voluntary sale of 60 Tehama Street to the TJPA.

Please feel free to contact me at any time if you have further questions or concerns.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



ANDREW W. SCHWARTZ

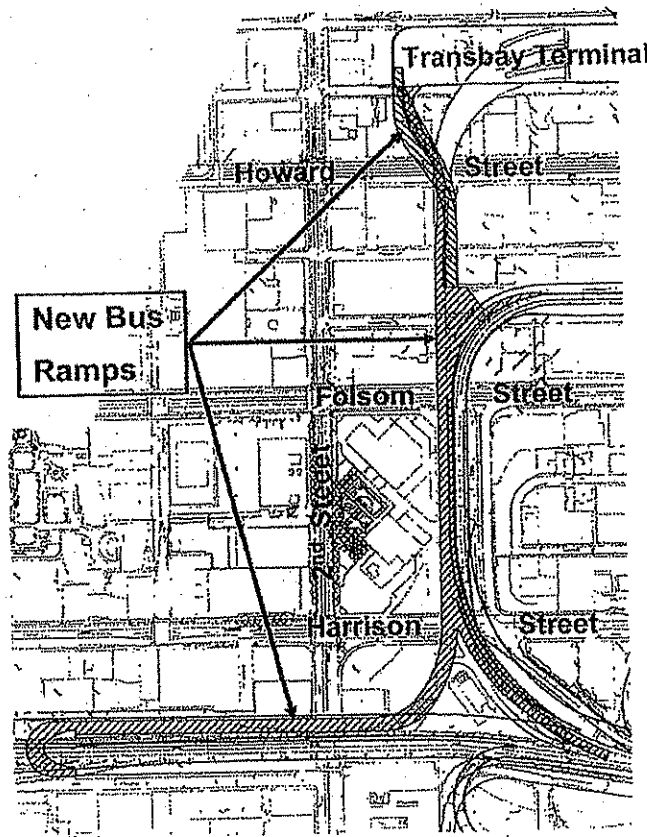
**Enclosures**

[P:\TJPA\ROW\60 Tehama\Letter to T Byrne (5-4-07) dg edits A.doc]

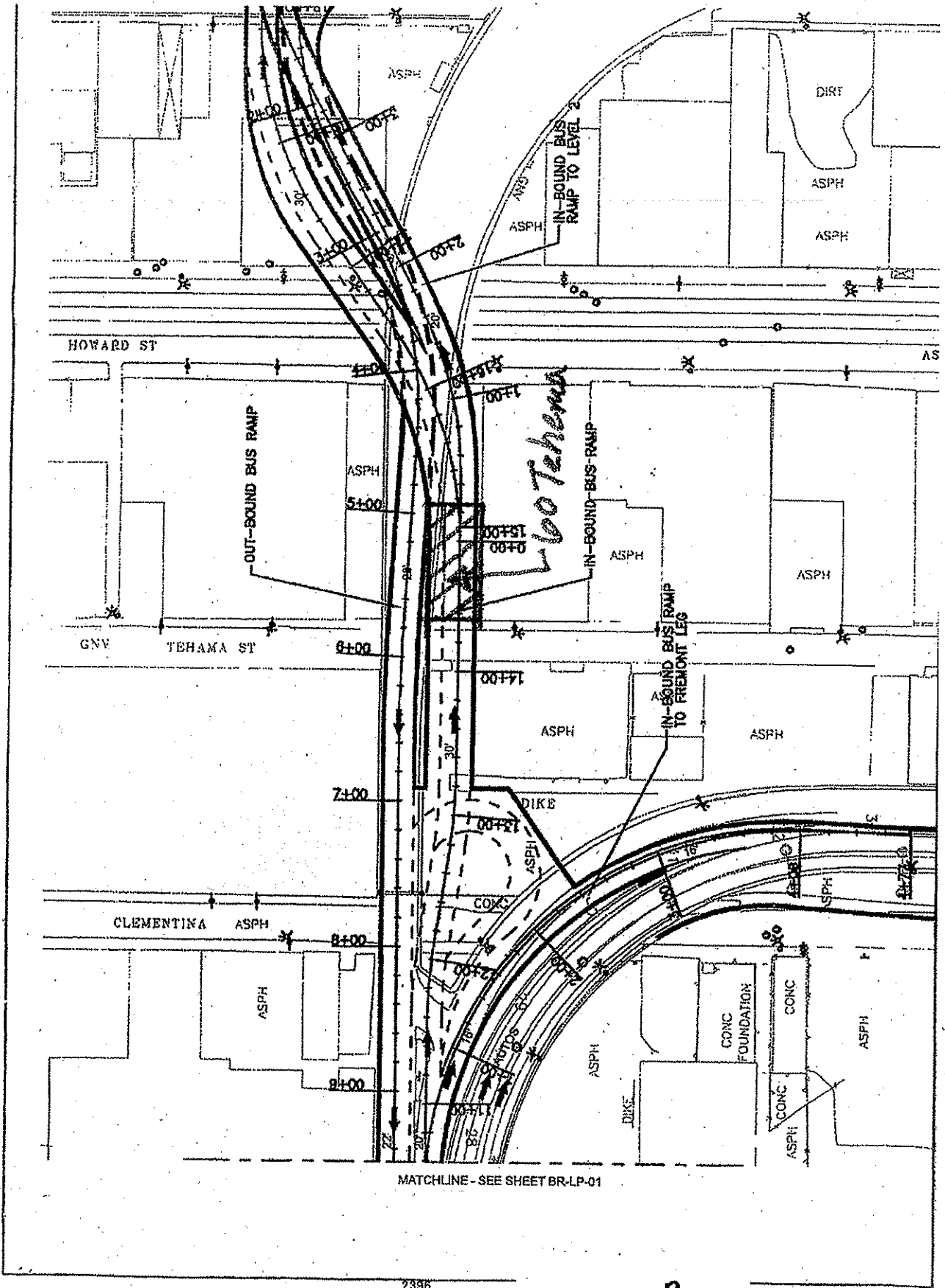
**CHAPTER 2: DESCRIPTION OF THE PROJECT ALTERNATIVES**

Buses would travel from the upper bus level down an exit ramp inside the terminal to the lower (AC Transit) bus level, and all buses would depart the terminal on the lower bus ramp to the Bay Bridge. At the Bay Bridge approach connection, the ramps would again be divided and stacked. The lower level would provide access to the bridge for eastbound buses leaving the terminal, while the upper level would serve westbound buses coming from the bridge and destined for the terminal. Current conceptual designs would allow for the staging of at least four buses on the ramp at the entrance to the terminal approaching the lower bus level. This configuration, together with the bus ramp storage link (described below) would include a total of 235,000 square feet of ramp area.

**Figure 2.2-4: Transbay Terminal Off-Site Bus Storage Link Ramp**



SamTrans bus service would operate on Mission Street using all bus stops for passenger alighting, and would terminate on either Mission Street between Fremont and Beale or on Howard Street between Beale and Fremont. After layover, SamTrans buses would load on Fremont, immediately south of the terminal (about 100 feet north of the Howard/Fremont intersection) and would then make stops on Mission Street for passenger boarding.





May 25, 2007

Mr. Peter F. Byrne  
255 W. Napa Street #L  
Sonoma, CA 95476-6546

Subject: Transbay Transit Center Program  
General Information Notice and Request for Meeting  
Affected Property Address: 60 Tehama Street, San Francisco, California

Dear Mr. Byrne:

The Transbay Joint Powers Authority ("TJPA") is planning to purchase certain properties in San Francisco for the development of the proposed Transbay Transit Center Program ("Transbay Program"). The Transbay Program is a regional transportation and housing plan that consists of three interconnected elements: (1) replacing the outmoded and seismically unsafe Transbay Terminal with a new multi-modal Transbay Transit Center that will accommodate local and regional bus operators and commuter and intercity rail; (2) extending Caltrain 1.3 miles from Fourth and King streets into the new Transbay Transit Center at First and Mission streets; and (3) creating a new transit-friendly neighborhood with 3,400 new homes (35% of which will be affordable), and mixed use commercial development.

As you know, the property that you own located at 60 Tehama Street, San Francisco, California ("the Property") is one of several properties in the area that might be purchased for the Transbay Program.

The TJPA recognizes that its purchase of the Property would have important impacts on you and your tenants. If the TJPA acquires the Property, you would be required to relocate any use of the Property to allow for the construction of the Transbay Program. The TJPA will provide relocation assistance to all eligible occupants and tenants that are required to relocate, in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Act.

In order to be eligible for relocation assistance, you must be lawfully occupying the Property at the time the TJPA makes an offer to purchase the Property, at which time the TJPA would provide you with a Notice of Eligibility for relocation assistance benefits. If you move from the Property before you receive a written Notice of Eligibility, you will not be provided with relocation assistance.

It is important that the TJPA understand how the Transbay Program might affect you and your occupancy of the Property if it purchases the Property. The TJPA is in the process of preparing a Draft Relocation Impact Study ("Study") that identifies the needs of occupants and tenants of property that the TJPA may purchase and addresses the issue of available replacement sites

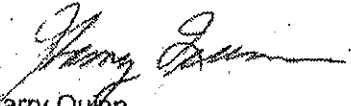
Mr. Peter F. Byrne  
May 25, 2007  
Page 2 of 2

within the community. The Study will also describe the TJPA's commitment to provide relocation assistance to occupants and tenants affected by the Transbay Program in accordance with federal and state relocation laws and regulations.

The TJPA has hired a relocation consultant, Associated Right of Way Services, Inc. ("ARWS"), to assist it in administering the TJPA's Relocation Assistance Program and providing relocation services. Ms. Terri Tran of ARWS would like to meet with you, or an authorized representative of your business, at a time convenient for you between June 4 and June 15, 2007, to discuss the TJPA's Relocation Assistance Program. Typically, the meetings last no longer than 30 minutes.


Please contact Ms. Tran at (800) 558-5151 to schedule a meeting and to discuss any questions related to relocation assistance and the services the TJPA will provide or provide ARWS with contact information for an alternative person authorized to discuss matters relating to potential relocation of your business. We are enclosing the TJPA's Relocation Assistance Brochure for your information. For more general information about the Transbay Program, please contact Ms. Heather Barber, Government and Media Relations Manager for the TJPA (415-597-4620), or visit the TJPA's website: [www.transbaycenter.org](http://www.transbaycenter.org).

Sincerely,

  
Harry Quinn  
Right-of-Way Coordinator  
Transbay Joint Powers Authority

cc: Associated Right of Way Services, Inc.

Enclosures: Relocation Assistance Brochure  
Transbay Transit Center information folder

Certification of Delivery	
<input checked="" type="checkbox"/> This Notice was sent via first class and certified mail on May 25, 2007.	
Signature: 	Date: May 25, 2007

**Andrew Schwartz**

---

To: Thomas Byrne  
Subject: RE: 60 Tehama

Mr. Byrne, thank you for your message. I will be out of the office on vacation until late next week. I will respond to your email at that time.

Andrew W. Schwartz

-----Original Message-----

From: Thomas Byrne [mailto:thomas\_byrne\_98@yahoo.com]  
Sent: Thursday, July 12, 2007 12:26 PM  
To: Andrew Schwartz  
Subject: 60 Tehama

Dear Mr. Schwartz:

Thank you for your letter of May 10, 2007. Several points:

1. We are still committed to keeping this parcel if at all possible. This is our strong preference.
2. The TJPA is somewhat contradictory. On one hand the TJPA does not know exactly where the ramp is going to be constructed, but on the other hand the TJPA needs to have this parcel. (On this point, the ramp may be constructed well above our current building or far enough away to provide the TJPA with access to their ramp.) Again, on one hand the TJPA wants to have a voluntary sale, yet on the other hand the TJPA has provided us information, pamphlets etc., on eminent domain.
3. In an effort of good faith, we would be willing to have a voluntary sale of this building and parcel for four million dollars. (\$4,000,000.00.) This amount is an offer to settle/compromise. I will provide access to your appraiser if requested.

Thank you.

Thomas P. Byrne

Office: (707) 935-7407  
Cell: (415) 533-3636

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CARMEN J. BORG, AICP  
URBAN PLANNERS

August 24, 2007

Thomas Byrne  
255 W. Napa Street, Suite L  
Sonoma, California 95476

Re: 60 Tehama

Dear Mr. Byrne:

Thank you for your email of July 12, 2007. The TJPA understands your desire to retain ownership of your property. But the TJPA has informed you in several communications, most recently in a letter dated May 10, 2007, that 60 Tehama is required for the bus ramps for the Transbay Transit Center Program (Program). Although the bus ramp may not run directly through 60 Tehama, the TJPA has ascertained that use of the property will, at a minimum, be necessary for constructing the ramps and for maintenance of the ramps after they are constructed. It is not necessary to know the precise alignment of the bus ramps to determine that the Program requires use of 60 Tehama.

The TJPA is required by law to make every effort to acquire property for the Program by voluntary purchase. The law, however, also requires that the TJPA notify property owners that eminent domain is a possibility if a voluntary purchase cannot be achieved. Accordingly, the TJPA's explanation that the acquisition process may ultimately involve eminent domain should not be understood as diminishing the TJPA's commitment to achieve a voluntary purchase of 60 Tehama.

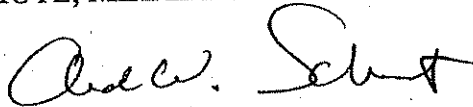
With regard to your offer to sell 60 Tehama to the TJPA for \$4,000,000, the TJPA can pay only the fair market value to acquire property. A determination of fair market value must be based on accepted appraisal methods and sales of comparable properties in the same market in San Francisco. Your price would be approximately \$1,000 per square foot of space in your building. We would be interested in any market data that you can provide showing that properties comparable to yours recently sold for \$1,000 per square foot of floor area.

Thomas Byrne  
August 24, 2007  
Page 2

Please do not hesitate to call or email me if you have any questions.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Andrew W. Schwartz

[P:\TJPA\ROW60 Tehama\Letter to T Byrne 8-24-07.doc]

**Andrew Schwartz**

---

From: Thomas Byrne [thomas\_byrne\_98@yahoo.com]  
Sent: Monday, September 10, 2007 3:35 PM  
To: Andrew Schwartz  
Subject: With Respect to letter 07 8/24/07

Attachments: 1385777510-letter.doc



letter.doc (44 KB)

Dear Mr. Schwartz,

Please see attached.

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Shape Yahoo! in your own image. Join our Network Research Panel today!  
[http://surveylink.yahoo.com/gmrs/yahoo\\_panel\\_invite.asp?a=7](http://surveylink.yahoo.com/gmrs/yahoo_panel_invite.asp?a=7)

Dear Mr. Schwartz:

I am somewhat surprised at the tone of your recent letter of August 24, 2007. Let me again state that we are committed to keeping our property if at all possible.

History of Communications with TJPA: In your current letter you state that the TJPA has informed us in "several communications" that 60 Tehama is needed for the bus ramp. You have written only three letters to me. Your first letter of December 19, 2006 states "the Property *may* be required." Your second letter of May 10, 2007 is when you *first* state "...the TJPA will need to permanently acquire 60 Tehama." Now in your third letter you imply that we are ignoring "several communications" that the TJPA needs our property for the ramps. I point this out because do not want the owner to be misled that I have ignored your communications.

Threat of Eminent Domain: The first paragraph of the letter dated 8/24/2007 appears to be another deceptive attempt to acquire 60 Tehama Street by voluntary sale while threatening eminent domain. On August 6, 2007, the TJPA unveiled 3 proposed designs for Transbay Terminal each with different designs to the ramps and terminal. These 3 different designs with their differing requirements combined with information on the TJPA website indicate to us that the TJPA can't possibly know where the pertinent ramp will end up, or if it will infringe upon 60 Tehama Street. At this time to assert that the TJPA needs full acquisition of our property is a deceptive misrepresentation. Another misrepresentation is the assertion that 60 Tehama Street is needed "for maintenance of the ramps." There has been an existing ramp next to 60 Tehama for decades without the use of 60 Tehama "to maintain" it. Finally, you conclude this first paragraph with: "It is not necessary to know the precise alignment of the bus ramps to determine that the Program requires the use of 60 Tehama." This statement begs the question: Are we not to know your justification for threatening eminent domain?

Future Uses of Area: Information on the TJPA website indicates that 60 Tehama Street may be acquired by the TJPA for private commercial development along Oscar Alley. The website shows the development of Oscar Alley and suggests the spaces under the ramps may be used for both public and private concerns (and not reserved for maintenance of the ramps). Is the TJPA's intention to voluntarily purchase our property under the threat of eminent domain, build its ramps, and later resell our property, or a portion of it, to another private entity?

Failure of TJPA to Explore Options: In my first communication with you I simply asked for you to explore the question of whether permanent acquisition of the property is absolutely necessary. I am interested to know what work, if any, you did along these lines. I have gotten no response. For example:

- Is the height of the ramps well above our building any way?
- Can the TJPA build its ramps without disturbing our building, or in the alternative, modify or tear our building down, build its ramps, and then rebuild our building?
- If you need portion of the property, how much do you need?

- If you take a portion of the property, how much will you compensate us for the loss of use of this portion?
- At this time when the project is still in the design stage can you give us a genuine response at all?

These are the questions that need to be explored and answered. It seems, however, that you wish to voluntarily purchase the entire property, perhaps because it is simpler for you and the TJPA, without exploring even the possibility of us keeping all or a portion of the property.

Fair Market Value: Our voluntary purchase price remains \$4,000,000, and is our belief to be the fair market value. The lot is zoned with a 200 foot height limitation and the building's modern construction, I believe, allows it to expand upward without much, if any, seismic work. An expansion would be very economical, and would more than double the square footage of the building. I have yet to find similar properties or comparables with these attributes

Communications and Credibility: In my report to the owner, I will report that I will keep communication lines open with you, but I am going to indicate that you have lost credibility with me. Whether its implying that I am ignoring communications with you; or stating that the TJPA needs full acquisition of the property; or exhibiting sketches of the ramps as fact that may not apply at all; or not informing me of pertinent TJPA material information indicating future uses of the area under and next to the ramps; or just failing to explore partial acquisition of the property. Whatever the exact reason, such material misrepresentations and omissions go beyond any sales talk or any good faith bargaining.

Very Truly Yours,

*Thomas P. Byrne*



January 5, 2008

*Via e-mail*

Re: 60 Tehama Street

Dear Mr. Quinn:

Thank you for your letter of November 20, 2007.

First, as you should be aware, the first letter of the TJPA dated December 19, 2006 states "the Property *may* be required." Sometime soon thereafter we asked the TJPA through Mr. Schwartz to explore the question: Is permanent acquisition of the property located at 60 Tehama absolutely necessary? We have yet to receive an adequate response to this question. In conjunction to this question we also asked: Is the height of the TJPA ramps well above our building any way? If you need portion of the property for constructing the ramps, how much do you need? Can the TJPA build its ramps without disturbing our building? Or in the alternative, can the TJPA build its ramps, and then rebuild our building? We would like an adequate response to these questions.

Second, the information on the TJPA website indicates that 60 Tehama Street may be acquired by the TJPA for private commercial development along Oscar Alley. The website shows the development of Oscar Alley and suggests the spaces under the ramps may be used for both public and private concerns. Is the TJPA's intention to voluntarily purchase our property under the threat of eminent domain, build its ramps, and later resell or lease our property, or a portion of it, to another private entity?

Third, let me again state that we are committed to keeping our property if at all possible. Our voluntary purchase price remains \$4,000,000, and is our belief to be the fair market value.

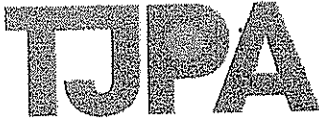
Finally as a side note, I am sending this letter via e-mail and would prefer this form of communication. I note that you signed for the TJPA and am curious what your title is there.

Very Truly Yours,

*Thomas P. Byrne*







TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi • Executive Director

January 8, 2008

Mr. Peter F. Byrne  
255 W. Napa Street #L  
Sonoma, CA 95476

Re: Information Regarding Loss of Business Goodwill  
Transbay Transit Center Project  
Affected Property Address: 60 Tehama Street, San Francisco, California

Dear Mr. Byrne:

The Transbay Joint Powers Authority (TJPA) plans to acquire property to develop the Transbay Transit Center Program (Program), which will replace the Transbay Terminal at First and Mission streets in San Francisco with a new Transit Center, and build a new neighborhood with approximately 3,400 new residential units. The TJPA has already provided you with information concerning your rights to claim Relocation Assistance in accordance with Federal Relocation Assistance laws and guidelines.

The purpose of this letter is to inform you of your rights with regard to compensation for loss of goodwill. California law provides that a business owner may be compensated for a loss of goodwill under Section 1263.510 of the California Civil Code of Procedures in the following circumstances:

- (a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:
1. The loss is caused by the taking of the property or the injury to the remainder.
  2. The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
  3. Compensation for the loss will not be included in payments under Section 7262 of the Government Code.\*
  4. Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owners.
- (b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

*\*Section 7262 of the Government Code refers to compensation to displaced persons for moving and related expenses as a part of the cost of the acquisition of real property for a public use. Compensation for the loss of goodwill under Section 1263.510 of the California Civil Code of Procedure will only be made to the extent such loss is not compensated for under Section 7262.*

At this stage of the TJPA's acquisition of the property in which you conduct a business, the TJPA does not have adequate information to determine whether you are entitled to compensation for lost business goodwill. If you feel that the TJPA's acquisition of the real property will result in a loss to you of business goodwill, and you wish to file a claim for loss of goodwill, you are required to submit the information requested below. This information will assist the TJPA in completing an appraisal concerning your claim for a loss of goodwill.

1. State of California Income Tax Return

True copies of your tax returns for the last five years or your period of ownership if less than five years, and Franchise Tax Board Form 3516, Request for Copy of Tax Return, which authorizes the Franchise Tax Board to provide certified copies of the returns directly to the TJPA. We can provide you with a copy of this form at your request.

2. Business Financial Statements

True copies of your Balance Sheets, Profit and Loss Statements and/or Cash Flow Statements for the current year to date and each of the prior five tax years or your period of ownership, if less than five years.

3. Tangible Assets

A list of the furniture, fixtures, machinery and equipment belonging to your business.

4. Intangible Assets

A list of such assets as patents, liquor licenses, etc.

5. Business Purchase Documentation

If you have purchased the business within the last five years, true copies of documentation (escrow instructions, purchase agreement, bill of sale, etc.) which provides details of the transaction including financing, the assets purchased, agreements not to compete, and how the total purchase was allocated to inventory, fixtures, equipment, licenses, goodwill, etc.

A loss of goodwill evaluation may include personal interviews by the TJPA's goodwill appraisers with the business owner. The interviews are usually held at the business location to afford the appraiser the opportunity to become familiar with your current business setting. An interview will be scheduled after we receive the requested information.

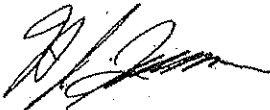
Your tax returns and all business records will be for confidential use by the TJPA solely for the purpose of evaluating any claim for loss of business goodwill.

Mr. Peter F. Byrne  
January 8, 2008  
Page 3 of 3

Whether you are entitled to compensation for lost business goodwill need not be determined at this time. You may wait to claim compensation for a loss of business goodwill after you move your business and your business records, tax returns, or other documents demonstrate that you have suffered a loss of business goodwill. We recommend that you retain legal counsel to advise you on your rights to claim compensation for lost business goodwill and the timing of any such claim.

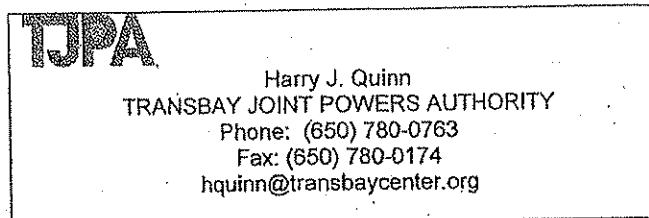
If any questions arise, please contact me at (650) 780-0763.

Sincerely,



Harry J. Quinn  
Right-of-Way Coordinator  
Transbay Joint Powers Authority

cc: Associated Right of Way Services, Inc.



Certification of Delivery	
<input type="checkbox"/>	This Notice was sent via first class and certified mail on _____
<input type="checkbox"/>	This Notice was personally delivered on _____
Signature:	Date:





TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi • Executive Director

February 1, 2008

Mr. Peter F. Byrne  
255 W. Napa Street #L  
Sonoma, CA 95476

Subject: Notice of Eligibility to Receive Relocation Assistance  
Owner of Leased, Occupied Real Property  
Property Address: 60 Tehama Street, San Francisco, California

Dear Mr. Byrne:

The Transbay Joint Powers Authority (TJPA) plans to acquire property to develop the Transbay Transit Center Program (Program), which will replace the Transbay Terminal at First and Mission streets in San Francisco with a new Transit Center, and build a new neighborhood with approximately 3,400 new residential units. The property that you own at 60 Tehama Street in San Francisco, California (Property) is one of several properties in the area that the TJPA would like to acquire for the Transbay Program.

**Notice of Eligibility**

Recently, the TJPA offered to purchase all or a portion of your Property. If the TJPA is successful in its efforts to acquire the Property, then the businesses that occupy your property would be required to relocate to allow for the construction of the Transbay Program. You would lose your ability to lease the real property to occupants. To allow you sufficient time to plan for the reestablishment of your investment real estate business in the event that the TJPA acquires the Property, the TJPA has determined that you are now eligible to receive relocation assistance as an owner of leased, occupied real property in accordance with the TJPA's Relocation Assistance Program.<sup>1</sup>

The TJPA's Relocation Assistance Program is explained in the enclosed Relocation Assistance Brochure. It is important that you understand the conditions described below and in the enclosed brochure. Certain conditions must be satisfied before the TJPA will reimburse you for moving expenses related to the reestablishment of your investment real estate business.

<sup>1</sup> The TJPA's Relocation Assistance Program is required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Section 4601 et seq., and its implementing regulations, 49 CFR Part 24, as well as the California Relocation Act, Govt. Code Section 7260 et seq., and its implementing regulations, 25 Cal. Code Regs. Section 6000 et seq.

### **Your Relocation Advisor**

To help you during this process, the TJPA has contracted with Associated Right of Way Services, Inc. (AR/WS), which specializes in providing relocation assistance. Mr. Joe Magdaleno of AR/WS will serve as your Relocation Advisor and will work with you to provide relocation services. To ensure that you qualify for reimbursement of the eligible costs you incur, the TJPA strongly encourages you to work closely with your Relocation Advisor to plan your relocation before you incur any expenses.

### **Timing of Relocation**

Assuming that the TJPA acquires the Property that you own, you will not be required to move your investment real estate business from the Property until at least 90 days after you receive a formal, written Notice to Vacate the Property. The TJPA does not anticipate that any business will be required to move prior to Jan-09.

### **Relocation Assistance**

The TJPA's Relocation Assistance Program provides referrals to replacement property, help in filing claims for reasonable moving costs and other eligible relocation expenses, and other assistance to help you to reestablish your investment real estate business. You may be eligible to receive reimbursement for certain actual, reasonable, and necessary moving and related expenses (e.g., the cost to move personal property). In addition, you may be eligible for reimbursement of certain actual, reasonable, and necessary reestablishment expenses.

The potential reimbursement options, the kinds of expenses that are eligible for reimbursement, and the requirements for reimbursement are described in detail in the enclosed Relocation Assistance Brochure. In addition, your Relocation Advisor will work with you to help you to understand the relocation assistance that would be available so that you can make informed decisions as you plan your relocation.


### **Relocation Claims and Payments**

Relocation expenses typically will be reimbursed after you submit to your Relocation Advisor a signed claim and all required documentation supporting the claim. Your Relocation Advisor will work with you to properly document your claims for reimbursement. Your Relocation Advisor will submit each complete claim to the TJPA for review and processing. The TJPA will make every effort to provide reimbursement for any approved, eligible portion of your claim in approximately 45 days.


If your investment real estate business is not owned by persons who are lawfully present in the United States, then the business may be ineligible to receive relocation payments and assistance. Your Relocation Advisor will ask you to certify that the business owner(s) are lawfully present in the United States. Certification of residency status for business owners or a corporation must be on file with the TJPA in order to receive benefits.

Mr. Peter F. Byrne  
February 1, 2008  
Page 3 of 3

It is important that you understand the matters explained above and in the brochure. Please work closely with your Relocation Advisor to search for available replacement sites, plan for your move, and file claims for payment. The contact information for your Relocation Advisor is

 ASSOCIATED RIGHT OF WAY SERVICES, INC.
Mr. Joe Magdaleno Associated Right of Way Services, Inc. 2300 Contra Costa Boulevard, Suite 525 Pleasant Hill, CA 94523 (800) 558-5151 toll-free • (925) 691-6505 fax <a href="mailto:jmagdaleno@arws.com">jmagdaleno@arws.com</a>

Sincerely,

  
Harry J. Quinn  
Right-of-Way Coordinator  
Transbay Joint Powers Authority

cc: Associated Right of Way Services, Inc.

Enclosure: Relocation Assistance Brochure

Certification of Delivery	
<input type="checkbox"/>	This Notice was sent via first class and certified mail on _____.
<input type="checkbox"/>	This Notice was personally delivered on _____.
Signature: _____	Date: _____





CCF

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ATTORNEYS AT LAW

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March 31, 2008

Via U.S. Mail and electronic mail (thomas\_byrne\_98@yahoo.com)

Thomas Byrne  
255 W. Napa St. #1  
Sonoma, CA 95476

Re: 60 Tehama Street, San Francisco

Dear Mr. Byrne:

This letter responds to your January 5, 2008 letter to Harry Quinn, right of way coordinator for the Transbay Joint Powers Authority ("TJPA"), regarding the TJPA's November 20, 2007 offer to purchase 60 Tehama Street ("the Property") for development of the Transbay Transit Center Program ("Program"). Below, we address the three sets of questions posed in your letter.

Acquisition of the Property for Bus Ramps

In your letter, you asked whether full and permanent acquisition of the Property for the Program is necessary. The answer is yes, full and permanent acquisition of the Property is required. The Final Environmental Impact Report ("FEIR") for the Program describes the full acquisition of the Property as necessary for the Program. We are enclosing for your reference FEIR Table 5.2-1, which describes 60 Tehama as required for full acquisition. The complete FEIR is available for your review on the TJPA's website ([www.transbaycenter.org](http://www.transbaycenter.org)).

As we explained in our May 10, 2007 letter and reiterated in our August 24, 2007 letter, full and permanent acquisition of the Property is necessary to facilitate construction of new bus ramps leading to the Transbay Transit Center Building, as well as development of a fifteen-foot-wide maintenance access area on either side of the bus ramps. In our May 10 letter, we provided you two maps illustrating the planned alignment of the bus ramps. The maps illustrate that the ramps' planned alignment overlays the Property. The TJPA has not explored

Thomas Byrne  
March 31, 2008  
Page 2

any potential for rebuilding any existing structures that must be acquired and demolished for the Program.

#### Future Use of the Property

In your letter, you asked whether it is the TJPA's intention to dispose of the Property to a private entity after the TJPA completes development of the bus ramps. You state: "The TJPA website indicates that 60 Tehama Street may be acquired by the TJPA for private commercial development along Oscar Alley." The TJPA has no plans for future development of the Property by a private entity after it completes construction of the bus ramps and development of the maintenance areas. We are not aware of any such statement by the TJPA on its website, and we are unsure what document you may be referencing.

Please note that the Property is included within the Transbay Redevelopment Project Area, a redevelopment project of the San Francisco Redevelopment Agency. The Redevelopment Area has two zones, Zone One and Zone Two. The Property is located in Zone Two. While Zone One of the Redevelopment Area includes detailed and extensive design guidelines for the planned future development of particular properties in that zone, there are no such detailed plans for Zone Two. Instead, any future development in Zone Two must comply with the General Plan and Planning Code applicable to the underlying downtown zoning districts, as well as six additional development controls specified in the Redevelopment Plan.

As described in the Redevelopment Agency's Transbay Streetscape and Open Space Plan, the areas under the bus ramps are not currently planned for any particular development. Rather, the Streetscape Plan provides that such areas should remain *potentially* open for future development proposals. As the Streetscape Plan explains, however, any such development would have to be evaluated and approved by the City and County of San Francisco on a case-by-case basis at the appropriate time.

Complete copies of the Redevelopment Plan, Streetscape Plan, and other documents related to redevelopment are available on the Redevelopment Agency's website ([www.sfgov.org/site/sfra](http://www.sfgov.org/site/sfra)). If you have additional questions about the Transbay Redevelopment Project Area, we encourage you to contact the Redevelopment Agency's project manager for the South of Market Area, Mike Grisso at (415) 749-2510 or [Mike.Grisso@sfgov.org](mailto:Mike.Grisso@sfgov.org).

#### Offer to Sell the Property

In your letter, you re-state your July 20, 2007 offer to sell the Property to the TJPA for \$4,000,000, which is approximately \$1,000 per square foot of rentable space. You do not, however, respond to our August 24, 2007 request for any specific market information supporting your claimed value. Your letter also does not appear to respond to the TJPA's November 20,

Thomas Byrne  
March 31, 2008  
Page 3

2007 letter, which describes the TJPA's appraisal of the fair market value of the Property and offer to acquire the Property for \$1,600,000. As described in the November 20 letter, the TJPA's determination of fair market value is based on an appraisal made by an independent appraiser, which was reviewed and recommended by a third-party appraisal reviewer and received concurrence by the Federal Transit Administration. The TJPA provided you with its summary appraisal statement, which contains the appraiser's assumptions, market data, methodology, and other information on which the appraiser based his conclusion as to the fair market value of the Property.

As we explained in our previous correspondence, the TJPA can pay only the fair market value to acquire property. Thus, we re-state our request that you provide the TJPA with an appraisal or specific market information supporting your contention that the Property's fair market value is \$1,000 per rentable foot. We would like to work cooperatively with you and Mr. Peter Byrne toward a voluntary sale of the Property at its fair market value. Please feel free to contact me to arrange a meeting.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Andrew W. Schwartz

Enclosures

cc: Mike Grisso  
Harry Quinn

[\\Smw\vol1\_data\TJPA\ROW\60 Tehama\Letter to T. Byrne 3-31-08.wpd]

would generally be cast on adjacent towers and not reach the street. However, in the late afternoon, shadows from the tower proposed at the corner of Folsom and Spear Streets could reach the planned Rincon Park and shade a small southern portion of the park.

### 5.1.3.3 Shading Impacts of the Reduced Scope Alternative

The effects of this alternative would be very similar to those of the Full-Build. The following discussion identifies specific locations in which the impacts differ.

**Spring.** In the late afternoon, new shadows from the towers along Folsom Street would reach Folsom Street and extend east toward Steuart Street, but would fall short of the intersection between Folsom and Steuart Streets. (This intersection would be in shadow under the Full-Build Alternative.)

**Summer.** During the late afternoon, shadows would fall to the east. Under the Reduced Scope Alternative, shadows from the Transbay Terminal and the proposed redevelopment would add new shadow on Howard Street between Beale and Main Streets. Shadows from the proposed towers along Folsom Street would generally not extend as far south (i.e., would not cross Folsom Street) as under the Full Build scheme, but greater lengths of Folsom Street would be shaded.

**Autumn.** The effects of the Reduced Scope Alternative would be identical to those of the Full-Build Alternative.

**Winter.** The effects of the Reduced Scope Alternative would be identical to those of the Full-Build Alternative.

### 5.1.3.4 Shading Impacts of the Draft Transbay Redevelopment Area Design for Development Vision (August 2003)

*Because the Design for Development Vision would have fewer towers and because those towers would be taller and more slender than those of the Full Build Alternative, shadowing effects would be generally less than those of the Full Build Alternative and more similar to those of the Reduced Scope Alternative. No adverse effects to sites under the control of the Recreation and Parks Department would found. Therefore, these shading effects would not be adverse.*

## 5.2 DISPLACEMENTS AND RELOCATION

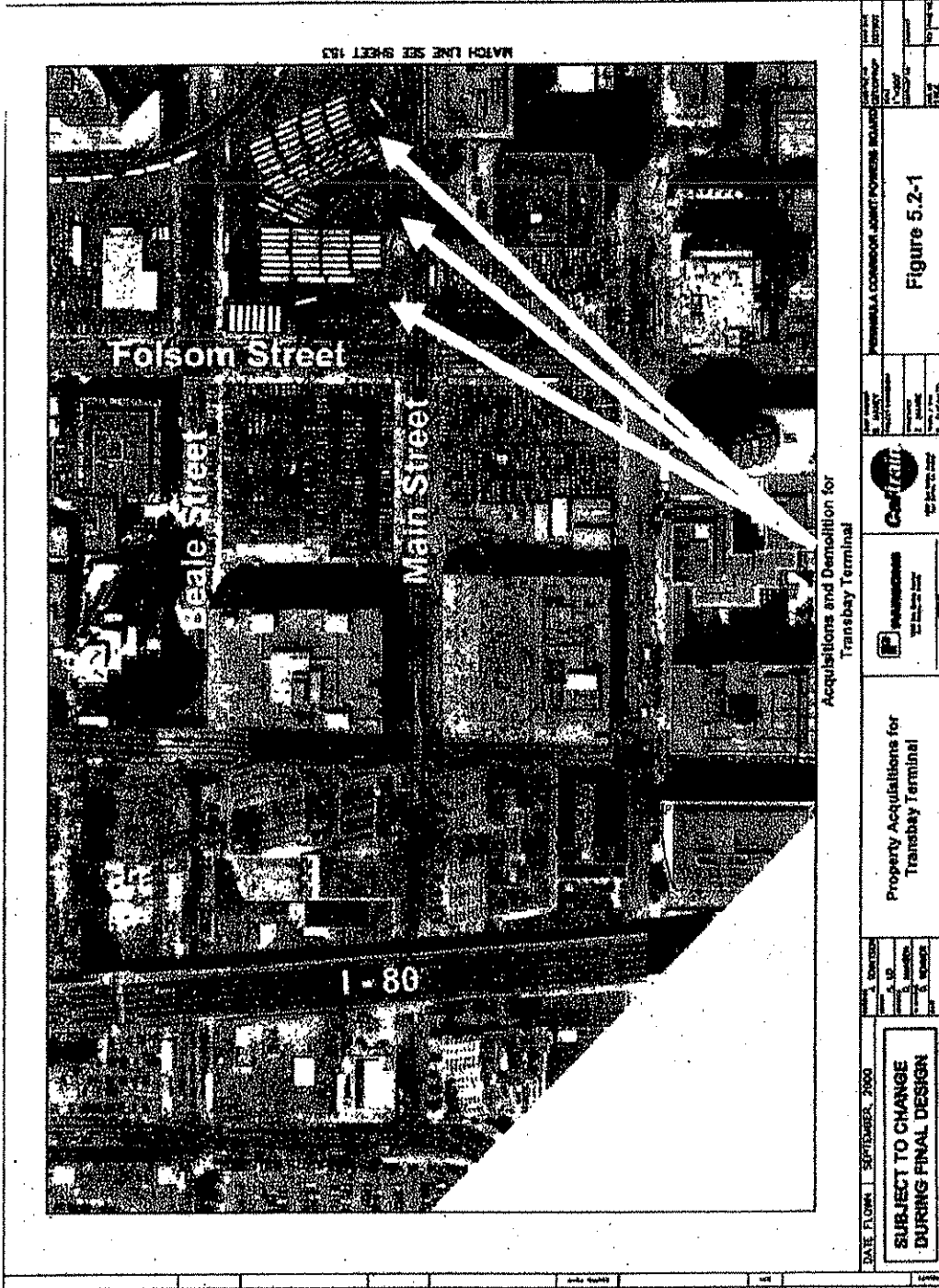
### 5.2.1 No-Project Alternative

No residential or non-residential displacements would occur directly as a result of the No-Project Alternative. Therefore, this section focuses on the displacement effects of the proposed Transbay Terminal, Caltrain Downtown Extension, and Redevelopment Plan.

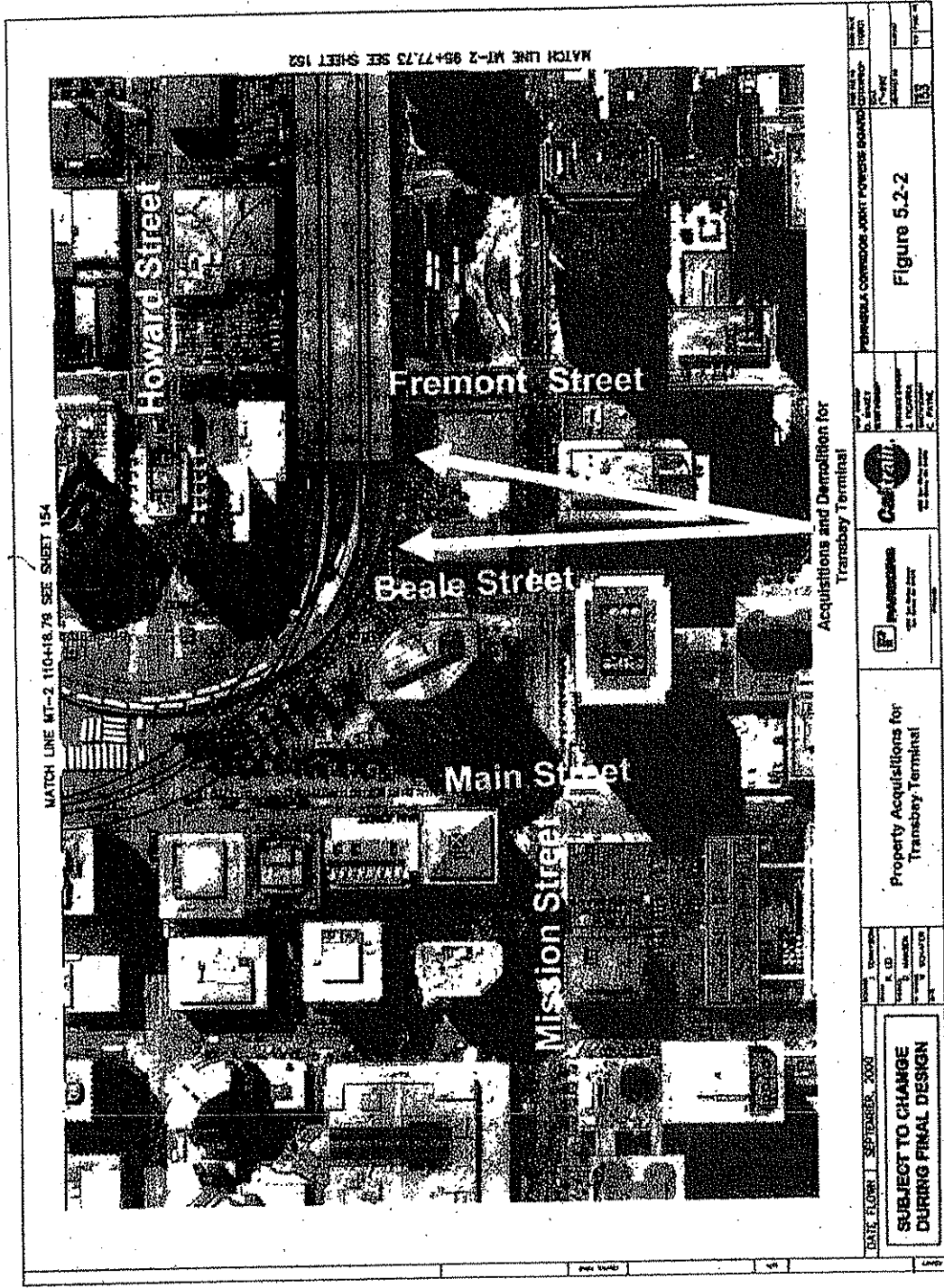
**5.2.2 Transbay Terminal**

Properties to be acquired for construction of the Transbay Terminal are shown in Table 5.2-1. These properties are shown as blue on Figures 5.2-1, 5.2-2 and 5.2-3. *Movement of the Transbay Terminal footprint to the west would require the acquisition of four additional properties for the terminal. These properties were formerly identified in the Draft EIS/EIR as necessary acquisitions under both Caltrain Extension Alternatives, so the properties were anticipated to be acquired for the Project in any event. The properties are now required for the terminal rather than the Caltrain Extension and are shown in the table in italics.*

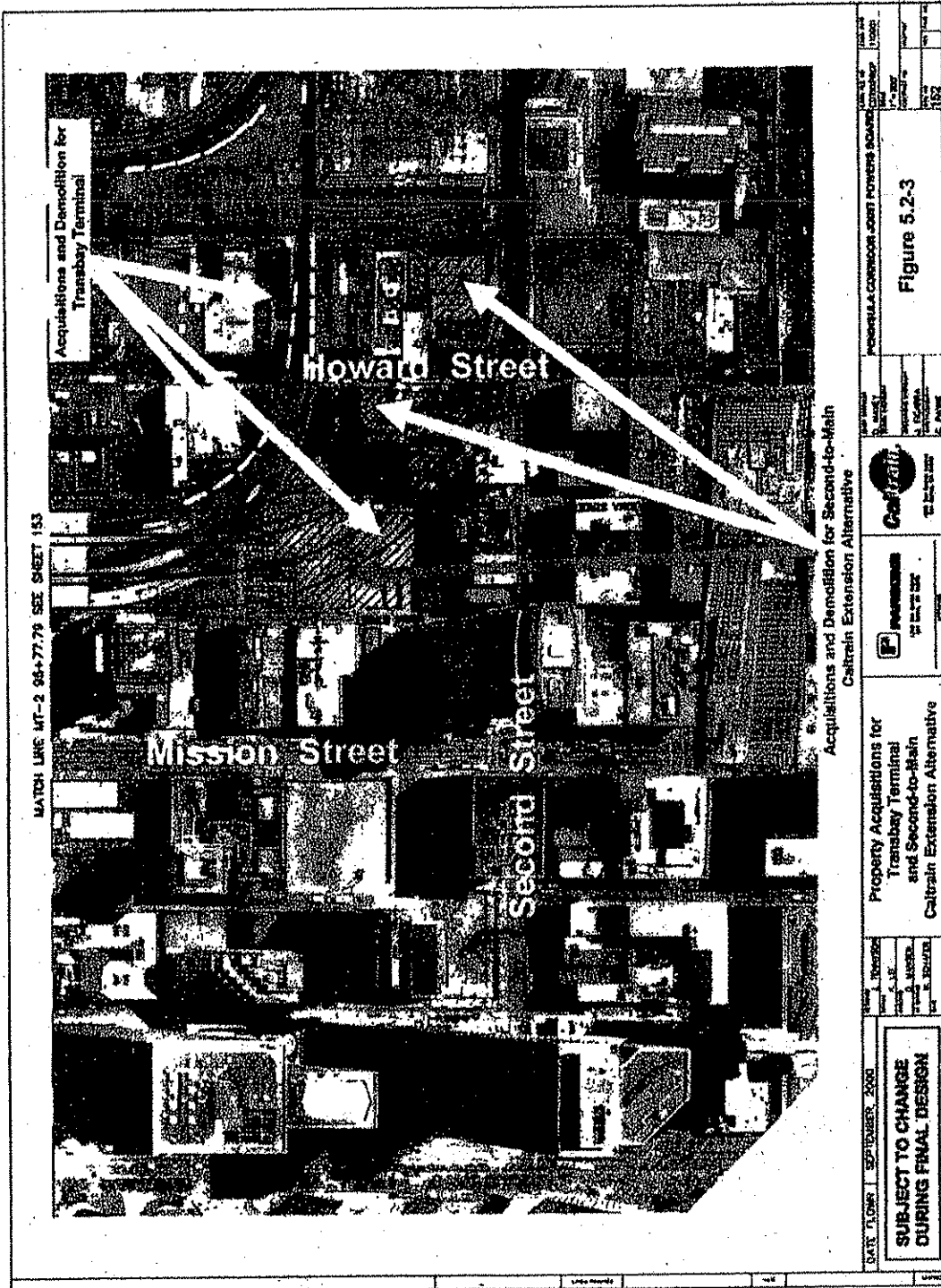
<b>Table 5.2-1: Property Acquisitions for the Transbay Terminal Alternatives</b>		
<b>Block &amp; Lot Number</b>	<b>Address</b>	
<b>Full Acquisitions</b>		
3721	45A	70 Natoma Street [a]
3721	46	78-80 Natoma Street [a]
3721	53	81 Minna Street [a]
3721	54	65 Minna Street [a]
3736	74	57 Tehama [b]
3739	2	Vacant lot on Main Street
3739	6	272 Main Street
3739	4 & 7	200 Folsom
3736	88	60 Tehama
<b>Partial Acquisitions</b>		
3721	16	546 Howard Few feet from northeast corner of building
3719	17	101-129 Fremont Street (Southern portion of this parcel near the Transbay Terminal)
<p><i>Notes:</i>                      [a] Assumed for acquisition as part of the Caltrain Extension in the Draft EIS/EIR. Now assumed for acquisition as part of the Transbay Terminal in this Final EIS/EIR due to proposed movement of the terminal to the west.                      [b] Additional property required for acquisition due to the necessary revisions between the Draft and Final EIS/EIR regarding the permanent bus ramp to the terminal.</p>		
Source: Sedway Group, Parsons, 2004.		



CHAPTER 5: ENVIRONMENTAL CONSEQUENCES AND MITIGATIONS MEASURES



5.2 DISPLACEMENTS AND RELOCATION





*An additional property would be required for the permanent bus ramp. This property – Block 3736, Lot 74 (57 Tehama Street) – was not identified in the Draft EIS/EIR. The additional property is required due to necessary revisions to the permanent bus ramp resulting from: (1) responses to comments from Caltrans on the Draft EIS/EIR regarding the ramp structure shown in the Draft EIS/EIR, and (2) movement of the terminal to the west. This additional property is also shown in the table in italics.*

### **5.2.3 Caltrain Downtown Extension**

Properties that would need to be acquired or for which an underground easement would be required for either Caltrain Downtown Extension Alternative are shown in Table 5.2-2 and on Figure 5.2-4. Acquisition and demolition of these properties would occur for the Cut-and-Cover Option. Underground easement would be required for these properties for the Caltrain Extension Tunneling Option. *A construction easement will also be required for a portion of the private property (southern portion of Block 3718 – Lot 025) associated with 201 Mission Street, namely the parking area and access road to the loading docks for this structure. Temporary access will be provided from Main Street to the loading area for this structure during the construction period for the Caltrain Extension tail tracks.*

Properties that would need to be acquired and demolished for each of the Caltrain Downtown Extension Alternatives are shown in Tables 5.2-3 and 5.2-4. Properties shown as red on Figure 5.2-3 would be acquired for the Second-to-Main Alternative. Properties shown in red on Figures 5.2-5 and 5.2-6 would be required for the Second-to-Mission Alternative.



Print

**From:** Thomas Byrne (thomas\_byrne\_98@yahoo.com)  
**To:** Andrew Schwartz  
**Date:** Friday, April 18, 2008 2:33:22 PM  
**Cc:** Harry Quinn; Harry Quinn; Mike Grisso  
**Subject:** 60 Tehama Street. (Resent to clear up formatting)

4-18-08

Dear Mr. Schwartz,

This letter is in response to your letter of March 31, 2008.

Response to our letter of January 5, 2008

Your March 31 response seemed incomplete. In September of 07 we asked questions about the uncertain placement of the ramps, long term permanent use of the property, height of the ramps, and clearance of the existing ramp that are not addressed in your response. It appears you never answered our letter to you sent approximately 6 months ago on September 10, 2007. Instead, you answered a 3-month-old letter dated January 5, 2008 addressed to Harry Quinn. Mr. Quinn represented to us that he represents the TJPA and the letter to him only summarizes some of the issues laid out earlier. I point this out because of the tone of your letters seems to be that we are not listening or being difficult when the opposite seems to be true.

#### Placement of the Ramps

In your earlier May letter, and in the March 31st letter, you reference a drawing "Exhibit B" with the placement of the ramps overlaying our building. This drawing is attached to your letter of May 10, 2007. This drawing seems to have been a misrepresentation when you sent it, back in May of 2007, and again another misrepresentation when you reference it in your current March 31st letter. As you knew or should have known, this design was changed. Addendum 1 to the EIS/EIR adopted one year before your May communication specifically invalidates the ramp drawing you sent. The Addendum states: "By eliminating one bus level, the bus ramp linking the TC Building with I-80 (Bay Bridge) could be confined to a single-level structure replacing the two-level, stacked ramp concept described for the LPA." Also, the addendum appears to move the bus ramp to the west away from the Property when it connects to the Terminal. Furthermore, in a presentation to Commissioner Ghielmetti in 2007 the TJPA showed a drawing where the now singular ramp does not overlay the Property. Finally, when you in your March 31st letter conclude "yes, full and permanent acquisition is required" the 2-level stacked ramp drawings you reference are no longer applicable, and the single layer ramp appears to lead to the opposite conclusion.

If we are misinterpreting these documents please let us know, otherwise you have not met your obligations of full disclosure and honesty. This perceived lack of full disclosure and honesty on your part is frankly disturbing at best, and most likely unethical.

#### The Final Environmental Impact Report (FEIR)

You state on March 31st that "full and permanent acquisition of the Property for the Program is necessary". In the next sentence you reference the FEIR. You state "The Final Environmental Impact Report ("FEIR") for the Program describes the full acquisition of the Property as necessary for the

<http://us.mg1.mail.yahoo.com/dc/launch?.rand=322icdb5u6u4q>

5/6/2008

Program". The FEIR has our property on a list of properties to be acquired, but the FEIR does not require the acquisition for environmental or any other purposes. To reference the FEIR appears to us to be a fallacious ipse dixit argument: The FEIR says so, so it must be true. Moreover, the FEIR drawings are subject to change as indicated on them.

#### Construction of the Ramps

In the March 31st letter you also state "full and permanent acquisition of the Property is necessary to facilitate construction of new bus ramps". Construction is a temporary action, which may require temporary use of the Property not permanent acquisition. This reasoning actually undermines your argument for permanent acquisition.

#### Maintenance Access

We obtained one detailed engineered design of bus ramps and there is no fifteen-foot-wide access area maintained between the ramp and adjacent buildings. This fifteen-foot-wide access area is not specified in the FEIR, its addendums, the redevelopment plans, or any documents we could find. There must be thousands of concrete ramps in California without this restriction. More importantly, since the ramp does not overlay the Property anymore with the single layer design, it may very well be more than fifteen feet away.

#### Future Use of the Property

We understand that if the TJPA were to acquire the Property, then after construction the Property would be transferred to the redevelopment agency. Since the Property is in Zone Two it could "potentially" be sold to a private party.

#### Offer to Purchase

We have not received any binding offer from the TJPA for purchase. Although we received a letter dated November 20, 2007, along with a Summary of Appraisal, it is highly questionable whether this unsigned document constitutes a binding offer. We are now receiving third party solicitations for the Property, and want to make clear there are no outstanding offers from TJPA to us or vice versa.

#### Voluntary Sale

As we stated before, our preference is to maintain ownership of the Property. You are requesting a voluntary sale of the Property under a threat of eminent domain. We indicated a price of \$4,000,000 for a voluntary sale which we would consider. We do not accept your appraisal, nor does it change our assessment or valuation.

#### Misrepresentations and Harassment

Starting with the May correspondence, and continuing through to this March 31st correspondence we have a perception of numerous omissions and false statements on the part of TJPA in an attempt to acquire the Property. Refuting these false statements and acquiring the missing information has taken us considerable time and effort which has been caused by your lack of disclosure. In the March 31st letter you are asking us to produce your own documents for you. A request for us to produce your own documents is harassment. The onus is on the part of the TJPA to prove their point, not us.

Print

### Full and Accurate Disclosure by TJPA

We have a right to expect full and accurate disclosure by the TJPA. This standard appears so far not to have been met by the TJPA.

### Meeting

If you wish to meet, we are willing provided you send us with an acceptable agenda for the meeting. Lastly, I noted that I received you March 31 letter by regular mail and not e-mail as indicated in your letter. I prefer getting an additional e-mail copy.

Sincerely,

Thomas P. Byrne

Cc: Harry Quinn  
Mike Grisso

---

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10-31-08

**VIA FACSIMILE and E-Mail**

Andrew Schwartz  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

Re: 60 Tehama

Dear Mr. Schwartz,

This letter is follow up to our letter of September 23, 2008.

We are in the process of marketing a space for lease at the above-entitled address. We wish to give assurance to prospective tenants that under the current plans the TJPA no longer seeks our property under eminent domain. As discussed in our correspondences, Exhibit B of your correspondence of May 10, 2007 is a misrepresentation as the plans and design for the ramps had previously changed. Our experience with this property has shown that without such assurance, the property space will be less marketable. Specifically, it will take longer to rent and the rent amount will be significantly impacted.

Although the plans and design for the development are subject to future change, please provide us with such a letter indicating that under the current design the TJPA no longer seeks to purchase our property via the eminent domain process so that we can show this letter to prospective tenants. Without this letter the TJPA causes continued unfair economic damages on the building.

Thank you for your anticipated cooperation in this matter.

Sincerely,

**Thomas P. Byrne**

Cc: Harry Quinn  
Mike Grisso





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LAUREL L. IMPETT, AICP  
CARMEN J. BORG, AICP  
URBAN PLANNERS

November 11, 2008

Thomas Byrne  
255 W. Napa St. #1  
Sonoma, CA 95476

Re: 60 Tehama Street, San Francisco

Dear Mr. Byrne:

This letter responds to your October 31, 2008 letter to me regarding the TJPA's November 20, 2007 offer to purchase 60 Tehama Street ("the Property") for development of the Transbay Transit Center Program ("Program"). There has been no change in the TJPA's plans with respect to acquisition of 60 Tehama for the Program since my letter to you of March 31, 2008. Accordingly, I regret that I cannot indicate to you that the TJPA does not plan to acquire the Property for the Program.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Andrew W. Schwartz

cc: Bob Beck

[\\Smw\vol1\_data\TJPA\ROW\60 Tehama\Letter to T. Byrne 11-11-08.wpd]



**Thomas P. Byrne**  
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Telephone (707) 935-7407  
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E-mail: thomas\_byrne\_98@yahoo.com

1-13-09

VIA Mail and E-Mail

Andrew Schwartz  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

Re: 60 Tehama

Dear Mr. Schwartz,

We are in receipt of your letter of November 11, 2008.

First, we are still committed to keeping this property.

Second, we tried to put this matter aside and closed the file, but due to your response, we are unable to do so. We have been damaged and continue to be damaged. We have incurred hundreds of attorneys' hours, expenses, lower rent, lost rent, etc. because of your conduct and the TJPA's untenable position.

Third, your letter was the first communication from you since March 31, 2008, and it addresses none of our concerns expressed in our letter of April 18, 2008. As stated in our April letter, the reasoning for eminent domain due to the placement of the ramps is not only inaccurate, but also a misrepresentation on your part. You have not contested this. Your letter of November 11, 2008 harms us by indicating you will not lift the threat of government action to acquire our property denying my client their constitutional rights. Your letter of November 11, 2008 along with your earlier misrepresentations can be construed as bad faith. This letter is notice of that bad faith.

Fourth, in our April letter we accepted your invitation to a meeting, and we were met with silence.

Fifth, there are no documents indicating that our building prevents construction of the ramps. We have reviewed all the documents you provided in your letters, but they do not support your position for eminent domain, but rather support our position that you were or are engaged in an unethical acquisition attempt. We note that for two years we have been asking for documents that support your position, but you have not produced them. Instead, you sent us documents that you knew or should have known were false. Any documents you produce now will seem to us to be part of this conspiracy to unethically acquire our property. I note that we have sent much of the correspondence to other TJPA employees, namely, Mike Grisso and Harry Quinn, who have also chosen to follow your lead despite knowing the falsity of your letters.

Peter Byrne/ 60 Tehama St. / Invoice 12-31-08

January 13, 2009

Page 2

Finally, please pay our attached redacted bill for legal expenses we have incurred. Again, we request that you send us confirmation that you no longer need our property and to not do so, will cause us to incur further expenses and economic damage.

Sincerely,

  
Thomas P. Byrne

Cc: Harry Quinn  
Mike Grisso

**Thomas P. Byrne**  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Telephone (707) 935-7407  
Facsimile (707) 935-7407  
E-mail: thomas\_byrne\_98@yahoo.com

Attorney-Client Privileged

December 31, 2008

Peter Byrne  
(Address omitted)

Re: 60 Tehama St.

**STATEMENT**

---

<u>Date</u>	<u>Description</u>	<u>Time</u>
01/03/07		3.75
01/12/07		2.00
02/02/07		.25
02/05/07		.25
02/06/07		.25
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04/09/07		.25
04/10/07		2.00
04/11/07		.50
04/11/07		4.00
04/12/07		.50
04/29/07		.25
05/07/07		.25

Peter Byrne/ 60 Tehama St. / Invoice 12-31-08

December 31, 2008  
Page 2

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06/15/07	
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08/01/07	.25
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	8.00
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01/05/08	
	.50
01/10/08	.50
02/03/08	2.00
3/27/08	.25

Peter Byrne/ 60 Tehama St. / Invoice 12-31-08

December 31, 2008  
Page 3

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04/03-18/08	
	32.00
04/30/08	5.0
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05/07/08	.25
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08/01/08	.25
04/10/08	
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04/30/08	
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09/18-08	.50
10-22-08	.25
10-31-08	.75
11/02/08	.50
11/02/08	
	4.00

Peter Byrne/ 60 Tehama St. / Invoice 12-31-08

December 31, 2008  
Page 4

11/03/08	1.00
	4.00
11/12/08	.25
11/13/08	.25
	.25

**Total Billable Time 107.50 hours @ \$300.00 hour      \$32,250.00**

Costs

Long distant telephone charges	N/C
Postage/Copying/facsimile	20.00
Milcage/Delivery	
(310 miles @ .50 per mile)	155.00
Parking/Bridge Toll	21.00
Computer Charge re MLS/Title	40.00
	<u>\$236.00</u>

**TOTAL DUE**

**\$32,486.00**



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CARMEN J. BORG, AICP  
URBAN PLANNERS

January 28, 2009

Thomas P. Byrne  
255 W. Napa St. #1  
Sonoma, CA 95476

Re: 60 Tehama Street, San Francisco

Dear Mr. Byrne:

This letter responds to your January 13, 2009 letter to me regarding your property at 60 Tehama Street in San Francisco. There has been no change in the TJPA's plans with respect to acquisition of 60 Tehama for the Program since my letter of November 11, 2008. Attached is a diagram recently prepared showing the alignment of the TJPA's proposed bus ramp relative to 60 Tehama – the ramp is shown crossing the property. Although the design and alignment shown in the diagram is not final and is subject to change at the TJPA's discretion, because the bus ramp will require at least 15 feet clearance on both sides, the alignment shown in the diagram, even if it changes by a few feet, would still require the acquisition of 60 Tehama.

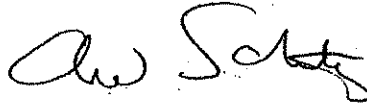
You also indicate that you would like to meet with the TJPA. I would be happy to set up a meeting at the TJPA offices at 201 Mission, Suite 2100, at a time convenient for you. If you think that a meeting would be helpful, please suggest dates and times that you would be available during the week of February 2 or February 9.

Thomas P. Byrne  
January 28, 2009  
Page 2

The TIPA is not responsible for your legal expenses and declines your demand for payment.

Very truly yours,

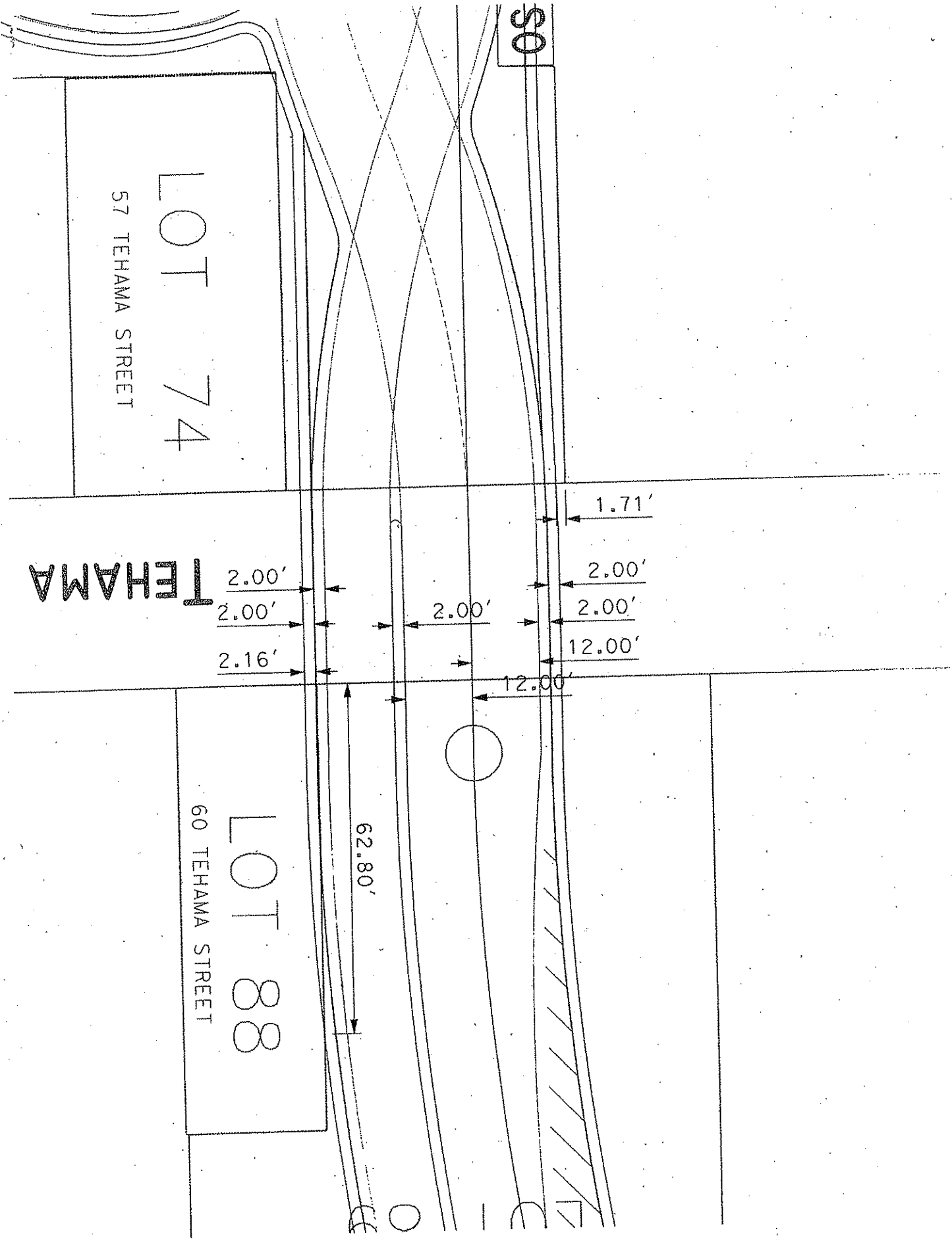
SHUTE, MIHALY & WEINBERGER LLP



Andrew W. Schwartz

Attachment

[PATJPA\ROW\60 Tehama\Letter to Byrne 1-28-09.doc]





Received:

Feb 3 2009 02:35pm *TJPA 60 Tehama*

FROM : THOMAS BYRNE

FAX NO. : 707 935 7407

Feb. 03 2009 04:11PM P1

**Thomas P. Byrne**  
Attorney at Law  
222 W. Napa Street, Suite L  
Sonoma, CA 95476  
Tel. (707) 935-7407  
Fax. (707) 935-7407  
E-Mail: thomas\_byrne\_98@yahoo.com

# Fax

To: Andrew Schwartz

Fax #: (415) 552-5816

From: TOM

Date: 02-03-09

Subject: *60 Tehama*

Pages: 2, including cover sheet

Notes:

Received:

Feb 3 2009 02:36pm

FROM : THOMAS BYRNE

FAX NO. : 707 935 7407

Feb. 03 2009 04:11PM P2

**Thomas P. Byrne**  
Attorney at Law  
255 W. Napa Street, Suite 1.  
Sonoma, CA 95476  
Telephone (707) 935-7407  
Facsimile (707) 935-7407  
E-mail: thomas\_byrne\_98@yahoo.com

2-03-09

VIA Facsimile and E-Mail

Andrew Schwartz  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

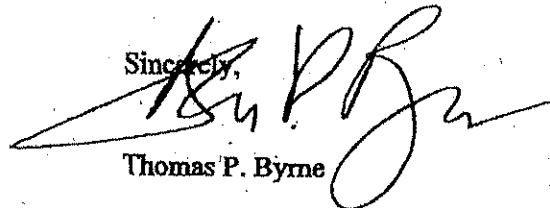
Re: 60 Tehama

Dear Mr. Schwartz,

We again accept your invitation for a meeting. It would be helpful to us if you could provide us an agenda and list of people who plan to be present. In order of preference we can meet at 2:00 p.m. on Thursday, February 5 or Friday, February 6 or Monday, February 9.

As a reminder, I prefer to receive the correspondence via e-mail.

Sincerely,



Thomas P. Byrne

Cc: Harry Quinn (via e-mail only)  
Mike Grisso (via e-mail only)

TJPA 60 Tehoma

**Andrew Schwartz**

---

From: Andrew Schwartz  
Sent: Monday, February 09, 2009 3:14 PM  
To: 'thomas\_byrne\_98@yahoo.com'  
Cc: bbeck@transbaycenter.org; Joyce Oishi; Will Spargur  
Subject: RE: Meeting with TJPA

Thomas, Robert Beck, TJPA's head of engineering, can meet with us on Wednesday, February 11, at 9 am or 11 am at the TJPA offices at 201 Mission Street, Suite 2100. Please confirm that you can attend at one of those times. Thank you.

Andrew W. Schwartz

-----Original Message-----

From: Thomas Byrne [mailto:thomas\_byrne\_98@yahoo.com]  
Sent: Thursday, February 05, 2009 1:11 PM  
To: Andrew Schwartz  
Subject: Re: Meeting with TJPA

Andrew,

Please choose two different times during this period preferably in the afternoon and we should be able to make one of them.

Tom

--- On Thu, 2/5/09, Andrew Schwartz <[schwartz@smwlaw.com](mailto:schwartz@smwlaw.com)> wrote:

> From: Andrew Schwartz <[schwartz@smwlaw.com](mailto:schwartz@smwlaw.com)>  
> Subject: Meeting with TJPA  
> To: "Thomas Byrne" <[thomas\\_byrne\\_98@yahoo.com](mailto:thomas_byrne_98@yahoo.com)>  
> Date: Thursday, February 5, 2009, 6:41 PM The TJPA engineer we need  
> for our meeting is on the East Coast until next week. I will check  
> his availability to meet next week and get back to you to set the  
> meeting. What is your availability February 10-13?

>  
>  
>  
> Andrew W. Schwartz  
>  
> SHUTE, MIHALY & WEINBERGER LLP  
>  
> 396 Hayes Street  
>  
> San Francisco, CA 94102  
>  
> Tel: (415) 552-7272  
>  
> Fax: (415) 552-5816





2-10-09

TJPA 60 Tehama

**Andrew Schwartz**

---

To: thomas\_byrne\_98@yahoo.com  
Subject: Meeting with TJPA

I sent you an email proposing a meeting at the TJPA offices on February 11 at 9 or 11 am. Haven't heard from you. Please confirm the meeting, or propose another time if those times are not convenient.

Andrew W. Schwartz  
SHUTE, MIHALY & WEINBERGER LLP  
396 Hayes Street  
San Francisco, CA 94102  
Tel: (415) 552-7272  
Fax: (415) 552-5816



**Thomas P. Byrne**  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Telephone: (707)935-7407  
Facsimile (707)935-7407  
E-mail: thomas\_byrne\_98@yahoo.com

02-17-09

**VIA Mail and E-Mail**

Andrew Schwartz  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

Re: 60 Tehama

**Second Notice of Bad Faith**

Dear Mr. Schwartz,

This letter follows your letter of January 28, 2009 and our meeting on February 11, 2009 with you, Mr. Sum of the TJPA, Peter Byrne, and me. Not present was Robert Beck of the TJPA who you indicated would be present. I note that this was the second time we accepted an invitation to a meeting, but only the first meeting.

**Commitment to Keep Property:** Although we are in favor of this development, we are still committed to keeping our property, and do not see our building impacting the development.

**History:** At considerable time and expense we have been telling you that your drawing for the ramp was inaccurate and a misrepresentation of the facts. On January 13, 2009, we again pointed out to you that for over two years you have been making false statements, and have not produced one document showing that you needed our property for the ramps despite our request for such documentation. Further, the design you referenced was inconsistent with the public documents of the TJPA. You have not addressed this point concerning your misrepresentations. On January 28, 2009, you mailed to us a new sketch showing a new design of the ramp that infringes on our property. You admitted in the meeting that this sketch was just recently drawn, and is not a plan. The sketch lacks detail, specifications, official notations, etc. We view this change as an admission that you have misrepresented the facts and the positioning of the ramp for over two years. We feel that the TJPA is responsible for our costs in finding your unethical misstatements. We will pursue all legal remedies including pursuing this issue separately.

February 17, 2009

Page 2

**Failure to follow CEQA:** We believe there was no opportunity for public comment on the changes to the ramps you have now provided. The sketch shows a physical difference from the EIR and the Addendum to the EIR, and the impact is different as well. You now claim you can submit the proposals for a new ramp design to CALTRANS without further approval. We dispute this. You claim that the state acquisition of our property based on the original EIR is unaffected by either the Addendum or the physical movement of the ramp. We dispute this. We have never been mailed a copy of the EIR or Addendum to the EIR. We had to view a copy of these on the TJPA's website. We do not know if the Notice of Determination has been filed and could not find it on the website. Please tell us if it has been filed. Please add our name to future mailings.

**Current Sketch:** At the meeting we discussed the sketch attached to your January letter. Mr. Sum indicated that according to the sketch it is the TJPA's position that they need our property for the ramps. We listened to you and Mr. Sum, and are unconvinced. I indicated at this meeting that it does not seem credible that this ramp, given its size, could not be positioned a few feet away from the rough position shown on your January sketch. This movement would prevent the ramp from infringing on our property. Moreover, the project has not been finalized, there are no engineering drawings or surveys (that we are aware of) that actually show the ramp infringing on the property. By your admission the geometrics and a schematic design are to come out in March, and final plans are not due for a year and a half. (That is the time table you gave and please correct me if I am wrong.)

Furthermore, using State owned property; it appears a safer bus ramp could be instituted without infringing on our property. We formally request that this be considered. If this letter is not sufficient to place this request, please inform us how this is done.

**Unclear who is making the decisions for the TJPA:** You indicated at the meeting that the management of the TJPA mandated that our building be acquired. I asked at the meeting who makes that decision, and you informed us that that information was private. Further you stated we did not have a right to know. We dispute this, and formally request this information. We have a right to know which people are making these decisions. There must be other factors involved in these decisions that you are not making public or are unaware of.

**Continuing Bad Faith:**

**Another Misrepresentation:** In your letter of January 13, 2009 and in this meeting you stated that the TJPA requires 15 feet on *both* sides of the ramp for maintenance. Your letter of January 13, 2009 was the first time we have heard of this requirement. It directly contradicts your statements of May 31, 2008 and May 10, 2007 in which you indicated that "15 feet on *either* side of the ramp" was required for maintenance. (It also directly contradicts my understanding of the CALTRANS standards.) We pointed out that there are other places along the ramp route

February 17, 2009

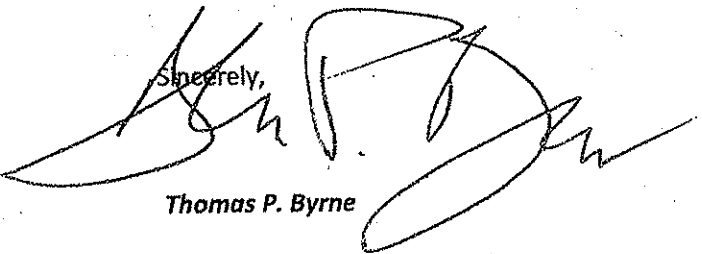
Page 3

which will not have 15 feet clearance on both sides. You and Mr. Sum then struck down this 15 foot requirement. Misstatements like these have caused us numerous hours to correct and verify. The sketch has been produced without a survey, but there clearly is more than 15 feet available on the other side of the ramp on government owed property and away from our property.

**Meeting was Inconclusive:** After we pointed out to you that you had reneged on the first invitation for a meeting, you agreed to this meeting. You said you would show up with Mr. Robert Beck, but the night before you sent an e-mail saying that you were showing up with Mr. Sum. Nothing new was produced at the meeting. Your argument was that the January sketch shows the ramp infringes on our building, therefore the TJPA needs the property: a conclusion based on a sketch. The sketch is not sufficient for the TJPA or us to come to a conclusion, nor is it sufficient for the TJPA to mandate the acquisition of our building. By stating this, you are saying this sketch supersedes the EIR and due process. You effectively rendered the EIR null and void, and replaced it with this new sketch. According to you there are no engineering drawings, and presumably no surveys of exactly where the ramp will lie. However, even to draft this sketch there have to be other documents which you have not produced. Despite this lack of information, you, in fact, ordered another appraisal before this meeting regardless of what we had to say. By doing this, your conduct indicated that regardless of what we say or showed at the meeting, you were going ahead with another step in obtaining the property by eminent domain. This is without our comment or any opportunity for the public to comment on further changes to the EIR and Addendum to the EIR. In other words, there is a lack of required openness and reasonableness. There is a lack of any balancing of the public good and the private injury.

**Miscellaneous:** I am sending along with this letter a request for any and all documents relating to the proposed TJPA ramp from the Bay Bridge to the proposed Transbay Terminal. I am sending a copy of these letters to others relevant parties as a courtesy to you. If you or anyone else wishes me stop this practice, please let me know.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Thomas P. Byrne'.

Thomas P. Byrne

Cc: Harry Quinn

Mike Grisso

Ed Sum



**Thomas P. Byrne**

Attorney at Law

255 W. Napa Street, Suite L  
Sonoma, CA 95476

Telephone: (707)935-7407

Facsimile (707)935-7407

E-mail: thomas\_byrne\_98@yahoo.com

03-03-09

VIA Mail and E-Mail

Heather Minner  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

Re: Request for Documents No. 1

Dear Ms. Minner,

Thank you for your letter of March 2, 2009. Several points:

1. Please provide a copy of the CD with the 290 documents. You may mail me the CD. I am hoping the CD will be sufficient. I will inform you if I need a hard copy or need to look at originals.
2. We reserve to either amend this request or send another request in the future. At this time we do not wish to cost the TJPA \$30,000 to assemble the 11,000 documents to be available for inspection and copying if they are of little importance. I assume you have made a good faith effort to produce the documents requested.
3. We are now forced to review documents to verify any information ourselves given the history. I will point out that credibility on behalf of Mr. Schwartz has been problematic and expensive costing us more than \$30,000 in fees incurred. Please review the correspondence yourself.
4. I note that I repeatedly have asked for documents relating to the ramp placement for over two years. Essentially no documents were produced except Exhibit B to Mr. Schwartz's letter of May 10, 2007 which was a misrepresentation of the ramp configuration. I also note that various employees of the TJPA received copies of Mr. Schwartz's letters and chose to remain silent despite knowing Exhibit B was a misrepresentation.

Page Two

March 3, 2009

5. You indicate in your last paragraph that you withholding 4 records, without revealing privileged information, please identify these records you are withholding by stating the date, the type of document, some description and the parties that these documents are in possession of these documents.
6. Again, I am sending a copy of this letter to members of the TJPA unless you instruct me otherwise.

Sincerely,

*Thomas P. Byrne*

Cc: Harry Quinn  
Mike Grisso  
Ed Sum



SHUTE, MIHALY & WEINBERGER LLP  
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(415) 552-7272 EXT. 247

March 20, 2009

Thomas P. Byrne  
255 Napa Street, Suite L  
Sonoma, CA 95476

Re: 60 Tehama

Dear Mr. Byrne:

This letter responds to your February 17, 2009 letter to me.

In your letter, you accuse me and/or the TJPA's engineers of "misrepresenting" the TJPA's proposed alignment of the bus ramp connecting the Bay Bridge to the new Transbay Transit Center. You are wrong. The Locally Preferred Alternative in the EIR/EIS for the Transbay Transit Center Program, adopted by the TJPA as the Transbay Transit Center Program ("Transbay Program") in 2004, proposes an alignment for the bus ramp that will cross 60 Tehama (the "Property"), and further indicates that the Property would need to be acquired to implement the Preferred Alternative. In my letters and emails of December 19, 2006, May 10, 2007, August 24, 2007, March 31, 2008, November 11, 2008, and January 28, 2009, I represented to you that the TJPA had informed me that the proposed bus ramp is planned to cross the Property and that the Property would therefore need to be acquired for the Transbay Program. That was the TJPA's position in adopting the Locally Preferred Alternative in 2004 and has been the TJPA's consistent position ever since. (My letters also informed you that the final alignment of the bus ramp could be changed as the TJPA refines its plans.) Each of my letters therefore accurately represented the TJPA's plan for the Property.

Insofar as you accuse the TJPA's engineers of "misrepresenting" the alignment of the bus ramp or the reasons for selecting that alignment, you are similarly mistaken. The information that I regularly passed on to you from the TJPA's engineers regarding the proposed alignment of the bus ramp was current and accurate. You can't seriously

Thomas P. Byrne  
March 20, 2009  
Page 2.

contend that the TJPA had one alignment in mind, but showed you a different alignment. Accordingly, I suspect that you don't really mean that the TJPA's engineers "misrepresented" the TJPA's proposed alignment, but rather that you disagree with them as to the need for the bus ramp to cross the Property. The alignment of the bus ramp is a judgment call by trained, licensed engineers. Because you disagree with their judgment doesn't mean that their judgment is a "misrepresentation." Moreover, other than accusing a set of reputable and, in my experience, highly ethical engineers of "misrepresentation," you have not provided the TJPA with any reasons for moving the bus ramp far enough from your Property such that acquisition would be unnecessary. The TJPA has been cooperative and transparent in providing you with information as to the bus ramp alignment. Your claim that the TJPA has misrepresented facts to you is without foundation.

You contend that the TJPA has failed to follow CEQA in the current design of the bus ramp. The EIR/EIS for the Transbay Program analyzed the physical impacts of the bus ramp as currently proposed and identified the Property as a property to be acquired for the bus ramp. See EIS/EIR Section 5.2.2, listing parcels on Table 5.2-1 as "Properties to be acquired for construction of the Transbay Terminal" see also Figures 5.2-3 and 5.2-5, highlighting properties required for acquisition. The TJPA has not violated CEQA. You refer to an Addendum to the EIR/EIS. The TJPA has adopted four Addenda to the EIR/EIS. I assume that you mean the Addendum adopted on June 2, 2006, because that is the only Addendum that concerns bus ramps. The change in the bus ramp covered in that Addendum, however, does not appear to affect your Property. In answer to your question concerning a Notice of Determination, the TJPA did not file a Notice of Determination for the June 2, 2006 Addendum, nor was it required to do so under CEQA.

Your contention that it is not necessary for the TJPA to acquire your Property for the bus ramp is incorrect. As I have repeatedly and consistently informed you in my many letters, and as we again informed you at the February 11, 2009 meeting attended by you and Mr. Peter Byrne, under the TJPA's current plan (and under all prior plans since 2004), the bus ramp would cross your Property. As I explained previously, the TJPA will require at least 15 feet clearance between the ramp and any structures for maintenance. Accordingly, even if the alignment of the ramp were to change, it would not likely be moved far enough to the west to avoid the necessity to acquire the Property.

You misrepresent my statement at the February 11, 2009 meeting regarding the decision as to the alignment of the bus ramp. I did not state that that information was "private" or that you "had no right to know." Rather, I stated that daily decisions regarding the design of the Transbay Program are made by a myriad of TJPA staff and engineering consultants. I explained that you could not participate in those daily design decisions. You must be aware that government could not function if the daily staff meetings of public agencies were open to public participation.

Thomas P. Byrne  
March 20, 2009  
Page 3

The final decision as to the alignment of the bus ramps for the project and the property to be acquired for that alignment will be made by the TJPA Board of Directors, acting on a recommendation from the staff and consultants, in a public meeting. You are free to comment on that decision prior to or at the public meeting. As I told you at the meeting, Mr. Sum and I passed on your comments on the alignment of the bus ramp to the TJPA's engineers.

I also informed you that you could ask to review the TJPA's files concerning the alignment of the bus ramp under a Sunshine Ordinance request and explained to you how to make such a request. On February 20, 2009, you served me with such a request. The TJPA recently produced 290 documents to you in response to your request. You are free to provide comment on those documents to the TJPA.

You state in your letter that I "reneged on the first invitation for a meeting." You are incorrect. I have promptly responded to your numerous letters and oral requests for information about the Transbay Program. I have never requested to meet with you; to the contrary, I have made it clear that the TJPA would meet with you if you desired. It was therefore incumbent on you to arrange a meeting if you wanted one. As far as I am aware, the only communication I have received from you that resembles a request for a meeting was your January 13, 2009 letter, where you stated: "in our April letter we accepted your invitation to a meeting, and we were met with silence." I interpreted that as a request to meet. Accordingly, I organized a meeting. We held that meeting at TJPA offices at 201 Mission Street, Suite 2100, on February 11, 2009.

At our meeting on February 11, 2009, and in your February 17, 2009 letter, you indicate that you oppose the TJPA's acquisition of the Property for the Transbay Program and threaten to "take légal remedies" to stop the TJPA from acquiring the Property or to delay the Transbay Program. At the February 11, 2009 meeting, Peter Byrne further stated that, despite your objection to the TJPA's acquisition of the Property, you will sell the Property to the TJPA for the right price. As I have informed you previously, the TJPA will consider an offer to buy the Property at a price that is supported by valid market data.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Andrew W. Schwartz



60 Tehama

**Andrew Schwartz**

---

From: Andrew Schwartz [aschwartz@comcast.net]  
Sent: Sunday, March 29, 2009 10:32 PM  
To: Andrew Schwartz  
Subject: Byrne

Either means one *or* the other, or one *and* the other. E.g., "repairs on either side of the highway." Webster's New College Dictionary (2001).



**Thomas P. Byrne**  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Telephone: (707)935-7407  
Facsimile (707)935-7407  
E-mail: thomas\_byrne\_98@yahoo.com

04-03-09

**VIA Mail and E-Mail**

Andrew Schwartz  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

Re: 60 Tehama

**Third Notice of Bad Faith**

Dear Mr. Schwartz,

This letter is in response to your letter of March 20, 2009. We disagree with much of your letter, and we believe that you repeatedly misstate the facts, and in doing so, are continuing bad faith conduct.

**Commitment to Keep Property**

We are committed to improving our community and helping the TJPA, but we are equally committed to keeping this property if at all possible. We believe both goals are possible and that the TJPA has ignored our concerns.

**Documents**

We are still reviewing the documents you have produced and will get back to you on these in another letter. However, our current review of the documents undermines your position, and supports our position that you are making misrepresentations on behalf of the TJPA.

**Misrepresentations**

There are a number of misrepresentations illustrated in *your* correspondence. It is not a "judgment call" of the engineers as you now state. A misrepresentation (Fraud or Decelt) is a statement of fact which is not true by one who does not believe it to be true, or the suppression of a fact by one who is bound to disclose it, or gives information which is likely to mislead for want of communication of that fact. See Civil Code Section 1710 et seq. Our communications have been for the most part with you acting on behalf of the TJPA, and you have misrepresented many facts to us.

April 3, 2009

Page 2

I. Addendum 1 to the EIR

You state that we are wrong in claiming that you or the TJPA unethically misrepresented the alignment of the bus ramps to us. We were not wrong. The Locally Preferred Alternative was explicitly scrapped in June of 2006 by the TJPA in Addendum 1. The TJPA knew this, as should have you. You included a copy of it in a U.S. mailing on May 10, 2007 and referenced it as late as March 31, 2008 where I quote "The maps illustrate that the ramps' planned alignment overlays the Property". To mail a figure of the Locally Preferred Alternative ramp in May of 2007 to justify the taking of our building was an offense, and certainly not "current and accurate," as you now state. To reference it as the planned alignment in another mailing in March of 2008 was a further offence.

Addendum 1 to the EIR first scraps the Locally Preferred Alternative:

**By eliminating one bus level, the bus ramp linking the TC Building with I-80 (Bay Bridge) could be confined to a single-level structure replacing the two-level, stacked ramp concept described for the LPA.**

Furthermore, Addendum 1 then moves this new unapproved ramp structure:

**...the TC Building would be extended 100 lineal feet on the west end from what was proposed in the Final EIS/EIR.**

Note that Addendum 1 seems to hide that this extension of the TC shifts the bus ramps significantly, curving them away from our property. This is a substantive change without appearing in any addenda.

II. Fifteen Foot Clearance

In this March 20<sup>th</sup> 2009 letter you state:

**...the TJPA will require 15 feet clearance between the ramp and any structure for maintenance...**

The TJPA is aware that other buildings along the ramp do not have this 15 foot clearance. Here the TJPA is singling out our property for specific damages not applied to other properties. This is unethical governmental conduct. We have repeatedly informed you of this.

Please review the previous correspondence in which I pointed out that you contradicted yourself on the 15 foot requirement. You first stated that 15 feet clearance is needed on *either*



April 3, 2009

Page 3

side, and then it was *both* sides with respect to our property. At the February meeting the 15 foot clearance was downgraded by you and Mr. Sum to a "like to have", rather than a requirement. In your current letter you revive this arbitrary requirement. Also, note that you brought this 15 foot clearance requirement into issue because you now cannot say that the ramp would infringe on our property. Otherwise, you would not have to bring it up in the first place. In any case the documents you produced undermine your position. The California Highway Design Manual for Ramps referenced in your documents does not require 15 feet at all for elevated ramps. Your own engineers use this criterion, and according to Internal e-mails dated March 28, 2008 and April 3, 2008 they understood that our property complies with those requirements. Let me quote:

**Phil shared the Caltrans regs with me and, in my search for a reference to 15', I found that there is no specific clearance required beside an elevated ramp... [Emphasis Added]**

**TJPA may adopt a different standard, but there is no Caltrans' reference to 15' lateral clearance between elevated structures (single deck) and adjacent buildings. This clearance does not currently exist in places such as 60 Tehama.**

There is no necessity for acquiring our property using the Caltrans' requirements, and if the TJPA adopts special requirements, the TJPA is conducting bad faith as they are not dealing with us fairly. The TJPA is now adopting *ad hoc* rules to use eminent domain when these rules did not exist before.

### III. Engineering Misrepresentation

The engineers at TJPA who have been copied on the correspondence have been complicit in not correcting your misrepresentations. Furthermore, the TJPA placed the integrity of their engineers up for question when it sent the sketch to us in January 2009, and brought the sketch to the February 2009 meeting. This sketch was presented to deprive us of our property. The TJPA represented the sketch to us as the culmination of their engineering work. I have included a copy of the sketch. Instead, as your documents now show, this sketch appears to have been lifted by the TJPA from one of many proposed alternatives for the new single layer design of the bus ramps. Some of these alternatives do not overlay our building. The TPJA through you and Mr. Sum only showed this sketch to us, and did not give or disclose a full and complete representation of the alternatives. The TJPA is required to act in good faith and fairly with us and provide full and accurate disclosure and not one document that is a misleading disclosure.

April 3, 2009

Page 4

IV. Information was Private

At the February 11, 2009 meeting, I looked you in the eye and asked you who makes the decision. You looked back and would not tell me. Even when I pressed you on this question. You now invent an explanation in your letter. Mr. Peter Byrne, Mr. Sum and I heard you. You did not explain anything about how government could not function with regard to daily decisions. I went over this point immediately after the meeting with Peter Byrne and you can ask Mr. Sum. Your explanation in the letter is false. In your current letter I note that you finally do say who is making this decision, the TJPA Board of Directors, because you refused to do so at the meeting and concealed that information which you had a duty to disclose.

CEQA

The TJPA is not in compliance with CEQA. The EIS/EIR and Addendum 1 must be read together. In the EIS/EIR the Locally Preferred Alternative may have met the requisite detail for CEQA, and based on that detail received approval. Addendum 1 took all that away by scrapping the Locally Preferred Alternative. The TJPA needs new approval for ramps of a different design in a new location. Any bus ramp constructed based solely on Addendum 1 will be vulnerable to a legal challenge. Moreover, any property acquired after Addendum 1 was passed where the Locally Preferred Alternative was used to justify acquisition may have been improperly obtained.

Your response to our question concerning the Notice of Determination (N.O.D.) was misleading as you state there is no N.O.D. required for the June 2, 2006 Addendum. In response to our Sunshine Request, you have failed to produce a N.O.D. for this project and as such, we interpret our challenge to CEQA compliance not time barred.

Moving the Ramp

In this March 20<sup>th</sup> 2009 letter you state:

**...you have not provided the TJPA with any reasons for moving the bus ramp far enough from your property such that acquisition would be unnecessary.**

The law which established the TJPA requires it to protect the rights of individual citizens and property owners. By placing the engineering onus on us to protect our rights you are saying the TJPA cannot or will not meet their legal obligations. The burden is on the TJPA to prove the property is necessary for the project. As pointed out in the above paragraph on Engineering Misrepresentation, the TJPA has alternatives which do not overlay our building. It is incumbent on the TJPA to give preference to one of these alternatives which protects our rights. Furthermore, this is not a case of moving a ramp, but rather

April 2, 2009

Page 3

building a new ramp away from our property or selecting an alternative with *private* as well as public concerns in mind.

Damages

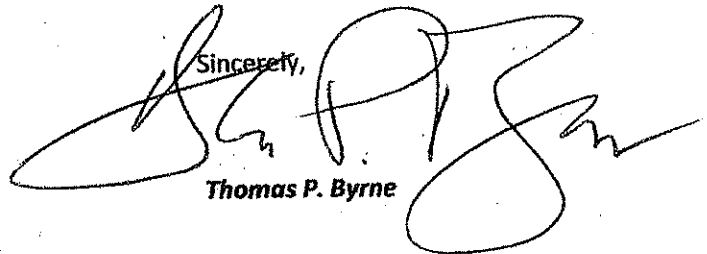
Your conduct has caused, and continues to cause us, specific and grievous economic harm. These damages are still accruing.

Request for Notice

We request notice with respect to any future plans submitted to Caltrans, oral public hearing concerning the ramps, or any Notice of Determination that is to be filed. We request to voice our input at any public hearing. Please inform us of the time and place of any public meeting on this project.

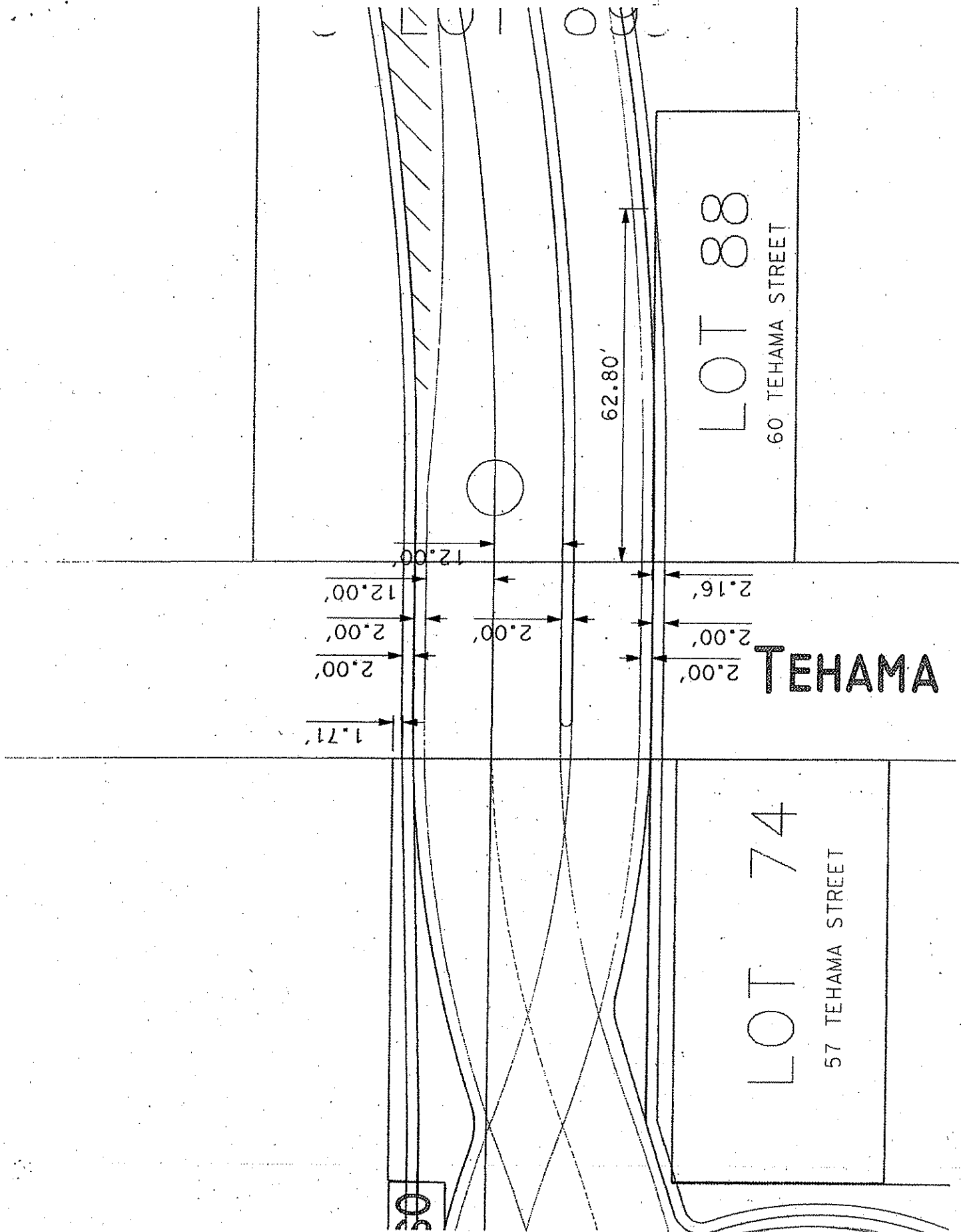
If you think anything in this letter is inaccurate, please contact me. Again, I am sending a copy of these letters to others relevant parties as a courtesy to you. If you or anyone else wishes me stop this practice, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas P. Byrne', written over the word 'Sincerely,'.

**Thomas P. Byrne**

Cc: Harry Quinn  
Mike Grisso  
Ed Sum



SHUTE, MIHALY & WEINBERGER LLP  
ATTORNEYS AT LAW

TJPA.  
CCP  
607 Chan

E. CLEMENT SHUTE, JR.\*  
MARK I. WEINBERGER ((948-2005)  
FRAN M. LAYTON  
RACHEL B. HOOPER  
ELLEN J. GARBER  
TAMARA S. GALANTER  
ANDREW W. SCHWARTZ  
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(415) 552-7272 Ext. 260

April 14, 2009

Via Certified Mail

Thomas P. Byrne  
Attorney at Law  
255 W. Napa Street, Suite L.  
Sonoma, CA 95476

Re: Notice of Determination

Dear Mr. Byrne:

Pursuant to your request, please find enclosed a copy of the Notice of Determination for the Fifth Addendum to the Final EIS/EIR for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Heather M. Minner

Enclosure: Notice of Determination

P:\TJPA\ROW60 Tehama\Letter to Byrne re NOD 4-14-09.doc

RECEIVED  
JUL 06 2009  
SHUTE, MIHALY & WEINBERGER LLP

NOTICE OF DETERMINATION

TO: Office of the County Clerk  
City and County of San Francisco  
City Hall, Room 168  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4678

FROM: Transbay Joint Powers Authority  
201 Mission Street, Suite 2109  
San Francisco, CA 94105

SUBJECT: Filing of Notice of Determination in compliance with §21108 and 21152 of the Public Resources Code and §15094 of the California Environmental Quality Act (CEQA) Guidelines.

Project Title: Fifth Addendum to the Final EIS/EIR for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project.

SCH Number: 95063004 Date Certified: April 9, 2009

Project Location: Minna and Natoma Streets between Second and Fremont Streets; First, Fremont, and Beale Streets between Minna and Natoma Streets; proposed bus ramp overpasses at Harrison Street between Essex and Second Streets, Folsom Street between Essex and Second Streets, Clementina Street between Ecker and Second Streets, Tehama Street between First and Second Streets, Howard Street between First and Second Streets, First Street between Clementina and Tehama Streets, and Natoma Street between First and Second Streets; all of which are in the City and County of San Francisco.

Project Description: The Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) was certified by the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency in April 2004.

The Transbay Transit Center (TTC) is designed to occupy portions of the public right-of-way (ROW) above ground where the building and associated structures extend over the street and below ground where the train box extends below the street. The Transbay Joint Powers Authority (TJPA) intends to apply to the City and County of San Francisco to vacate the public ROW in those areas. The impacts associated with most of the TTC structures that require public ROW vacation were previously analyzed in the April 2004 FEIS/EIR. Minor changes to the building design, specifically (1) exterior façade of the upper levels and (2) a pedestrian bridge over Beale Street, were not analyzed in prior environmental documents. Accordingly, an Addendum to the April 2004 FEIS/EIR was prepared for this project by the TJPA pursuant to the provisions of CEQA.

This is to advise that the TJPA as the Lead Agency for the above-described project has made the following determinations regarding the above-described project:

1. No further environmental review is required for the public right-of-way vacations for the TTC and its design modifications.
2. The proposed modifications to the original project described and certified in the FEIS/EIR in April 2004 will result in no new significant adverse effects or substantially increase the severity of significant effects previously identified. Thus, the current proposed project modifications meet all the conditions for an Addendum.
3. The mitigation measures that were made a condition of approval of the original project analyzed in the April 2004 FEIS/EIR will remain in effect. No new or modified mitigation measures were made a condition of the approval of this addendum to the project.
4. A Statement of Findings and a Statement of Overriding Considerations were made a condition of approval of the original project analyzed in the April 2004 FEIS/EIR. No changes to these Statements are required as a result of the proposed project modifications evaluated in the Addendum to the April 2004 FEIS/EIR.

The FEIS/EIR and Record of Decision are available to the general public at the Transbay Joint Powers Authority office, 201 Mission Street, Suite 2100, San Francisco, California 94105 or online at [www.transbaycenter.org](http://www.transbaycenter.org).

Date: 4-13-09

Signature:   
Maria Ayerdi-Kaplan, Executive

ENDORSED  
FILED  
San Francisco County Clerk

POSTED APR 13 2009  
TO

APR 13 2009  
by MARIBEL JALDON  
Deputy County Clerk  
270568

CALIFORNIA DEPARTMENT OF FISH AND GAME  
CERTIFICATE OF FEE EXEMPTION  
*De Minimis Impact Finding*

State Clearinghouse No: 95063004 (Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project).

Project Title: Fifth Addendum to the Final EIS/EIR for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project.

Project Location: Minna and Natoma Streets between Second and Fremont Streets; First, Fremont, and Beale Streets between Minna and Natoma Streets; Harrison Street between Essex and Second Streets, Folsom Street between Essex and Second Streets, Clementina Street between Ecker and Second Streets, Tehama Street between First and Second Streets, Howard Street between First and Second Streets, First Street between Clementina and Tehama Streets, and Natoma Street between First and Second Streets; all of which are located in the City and County of San Francisco.

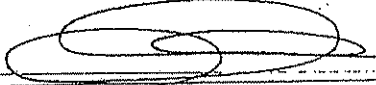
Project Description: To implement replacing the outdated Transbay Terminal at First and Mission Streets with a new transit center component of the Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project (Transbay Transit Center), which was addressed in the April 2004 Final EIS/EIR (FEIS/EIR), the Transbay Joint Powers Authority (TJPA) intends to apply to the City and County of San Francisco to vacate the public right-of-way (ROW) in the areas where the Transbay Transit Center would extend into the public ROW.

Finding of Exemption: The TJPA conducted an initial study to evaluate the potential for adverse environmental impacts from the project. The initial study concluded that the project will have no impact on biological resources. The project site includes graded land in an urban area and, as such, no threatened, endangered, or protected animals, and no habitat necessary to sustain such animals, have been found on the project site. No sizable natural habitat for biological plant, animal, or bird species exists. There are no wetlands in the project area. There is no evidence before the TJPA that the proposed project will have potential for adverse effect on wildlife or the habitat upon which the wildlife depends. Thus, the TJPA has rebutted the presumption of adverse effect contained in 14 California Code of Regulations Section 753.5(c).

The Board of the TJPA determined that no supplemental or subsequent environmental impact report is needed prior to implementation of the street vacation component of the Transbay Transit Center Project because, since certification of the FEIS/EIR, there have not been any substantial changes to the project which require major revisions to the FEIS/EIR due to the new or increased significant effects identified in the FEIS/EIR; no substantial changes have occurred that will require major revisions to the FEIS/EIR; and no new information of substantial importance has become available that shows significant effects not discussed in the FEIS/EIR, substantially more severe effects than shown in the FEIS/EIR, new feasible mitigation measures or alternatives that would substantially reduce a significant effect, or considerably different mitigation measures or alternatives that would substantially reduce significant effects.

Therefore, under Section 753.5, Title 14, California Code of Regulations, the project involves no potential for adverse effect, either individually or cumulatively, on wildlife, as defined in Section 711.2 of the Fish and Game Code.

Certification: I hereby certify that the Board of the TJPA has made the above findings and that the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

By:   
Title: Maria Ayerdi-Kaplan  
Lead Agency: Executive Director  
Transbay Joint Powers Authority  
Date: 4/15/09



State of California—The Resources Agency  
 DEPARTMENT OF FISH AND GAME  
**2009 ENVIRONMENTAL FILING FEE CASH RECEIPT**

RECEIPT # **270568**

STATE CLEARING HOUSE # (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY  
 TRANSBAY JOINT POWERS AUTHORITY

DATE  
 4/13/2009

COUNTY/STATE AGENCY OF FILING  
 SAN FRANCISCO COUNTY CLERKS OFFICE

DOCUMENT NUMBER  
 335806

PROJECT TITLE  
 5<sup>TH</sup> ADDENDUM TO THE FINAL EIS/EIR FOR THE TRANSBAY TERMINAL/CALTRAIN DOWNTOWN

PROJECT APPLICANT NAME  
 TRANSBAY JOINT POWERS AUTHORITY

PHONE NUMBER  
 (415)

PROJECT APPLICANT ADDRESS  
 201 MISSION ST., STE. 2100

CITY  
 S.F.

STATE  
 CA

ZIP CODE  
 94105

PROJECT APPLICANT (Check appropriate box):

- Local Public Agency     School District     Other Special District     State Agency     Private Entity

**CHECK APPLICABLE FEES:**

<input type="checkbox"/> Environmental Impact Report	\$2,768.25	\$	
<input type="checkbox"/> Negative Declaration	\$1,993.00	\$	
<input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)	\$850.00	\$	
<input type="checkbox"/> Projects Subject to Certified Regulatory Programs	\$941.25	\$	
<input checked="" type="checkbox"/> County Administrative Fee	\$50.00	\$	50.00
<input type="checkbox"/> Project that is exempt from fees			
<input type="checkbox"/> Notice of Exemption			
<input type="checkbox"/> DFG No. Effect Determination (Form Attached)			
<input type="checkbox"/> Other _____		\$	

**PAYMENT METHOD:**

Cash     Credit     Check     Other \_\_\_\_\_

TOTAL RECEIVED \$

SIGNATURE  
 X

Printed Name:  
 Maribel Jaldon

TITLE  
 Deputy County Clerk



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SCHWARTZ@SMWLAW.COM  
(415) 552-7272 Ext. 247

April 22, 2009

Thomas P. Byrne  
255 W. Napa Street, Suite L  
Sonoma, CA 95476

Re: 60 Tehama

Dear Mr. Byrne:

This letter responds to your April 3, 2009 letter to me. Many of the statements in your letter repeat those you have made in the past and to which I have already responded. I will respond only to statements in your letter that concern new subjects.

Your claim that the TJPA "scrapped" the Locally Preferred Alternative in Addendum 1 is incorrect. The Addendum speaks for itself. As we have explained to you, the proposed alignment of the bus ramp did not change after Addendum 1.

My representations to you concerning the TJPA's desire to provide at least 15 feet clearance on both sides of the bus ramp, where feasible, have been accurate and consistent. Your dissection of my statements in an obvious attempt to manufacture a grievance against the TJPA is unavailing. "On either side" of the bus ramp means "both sides." Webster's II New College Dictionary defines "either" to mean "one and the other." The Dictionary even uses the word in a sentence, "repairs on *either* side of the highway" just as I used the term. If there was any question as to the meaning of "either side," however, it should have been clear to you from the context of my letter that the TJPA intended to acquire 60 Tehama not only because the proposed ramp would cross the property, but also to provide 15 foot clearance on the east side of the proposed ramp. Whether Caltrans would require 15 foot clearance in this situation is not relevant; the TJPA is the project sponsor and has determined that 15 foot clearance on both sides of

Thomas P. Byrne  
April 22, 2009  
Page 2

the bus ramp, where feasible, is the safest design. Mr. Sum explained the rationale for that requirement to you at our meeting on February 11, 2009.

Neither I nor the TJPA engineers misrepresented the alignment of the proposed bus ramp. The alignment shown in the various drawings and diagrams in the EIR/EIS and those I have provided to you have accurately shown the TJPA's proposed alignment of the bus ramp. The "alternatives" that you refer to were not, and are not, the proposed alignment. The proposed alignment crosses 60 Tehama.

With respect to your claim that your proposed CEQA challenge to the EIR/EIS or Addendum 1 would not be time-barred, you are incorrect. The law speaks for itself.

Regarding your request for "notice with respect to any future plans submitted to Caltrans," TJPA staff and consultants have frequent communications with Caltrans staff and consultants concerning the Transbay Program. The TJPA is under no legal duty, and it would be utterly impractical, to provide notice to you each time the TJPA staff or consultants communicate with Caltrans staff and consultants, and the TJPA has no intention of doing so. Regarding your request for notice of "oral public hearing[s] concerning the ramps," the TJPA Board meets regularly on the second Thursday of each month at 9:30 am in Room 416 of City Hall. The entire Transbay Program, including the bus ramps, is discussed at every meeting. You are free to attend those meetings. The date, time, and place of regular meetings, and any special meetings, and agendas for the meetings, are regularly posted on the TJPA's website at [www.transbaycenter.org](http://www.transbaycenter.org). Regarding your request regarding Notices of Determination, the TJPA mailed you a copy of the Notice of Determination for Addendum 5 on April 14, 2009.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Andrew W. Schwartz

TSPA 60 Tehama

**Thomas P. Byrne**

Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Telephone: (707)935-7407  
Facsimile (707)935-7407  
E-mail: thomas\_byrne\_98@yahoo.com

05-13-09

**VIA Mail and E-Mail**

Andrew Schwartz  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

Re: 60 Tehama

Dear Mr. Schwartz,

This letter is in response to your letter of April 22, 2009.

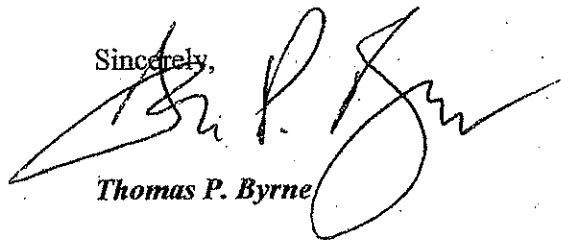
We are committed to improving our community and helping the TIPA, but we are equally committed to keeping this property if at all possible. We are not trying to undermine the project.

We disagree with much of your letter including, but not limited to, your interpretation of Addendum 1 and the alignment of the ramp, your interpretation of the 15' clearance, and your interpretation of CEQA etc. Your tortured explanations in many cases are contradictory to the project documents. Many of the documents will, indeed, speak for themselves. We believe that you repeatedly misstate the facts, and in doing so, are continuing bad faith conduct. In short, none of these issues are settled. I believe that pointing out to you any more of your misstatements is not productive on my part.

As you are well aware, our damages are accruing.

If you think anything in this letter is inaccurate, please contact me. I am no longer sending a copy of these letters to Mike Grisso as he wished not to receive any more correspondence. If Mr. Quinn or Mr. Sum do not wish a copy of this correspondence, please inform my office.

Sincerely,



Thomas P. Byrne

Cc: Harry Quinn

Ed Sum



TJPA 60 Tehama

**Thomas P. Byrne**  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Telephone: (707)935-7407  
Facsimile (707)935-7407  
E-mail: thomas\_byrne\_98@yahoo.com

07-02-09

**VIA Mail and E-Mail unless noted otherwise**

Andrew Schwartz  
Heather Miner  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

Ed Sum  
TJPA  
(Send via e-mail only)

Re: Request for Documents No. 2

Dear Gentlemen,

Pursuant to the San Francisco Sunshine Ordinance, as well general public records request, we request the following documents be made available for our inspection and copying as soon as allowable by law. ***We are excluding documents that have already been produced by the TJPA to our office.***

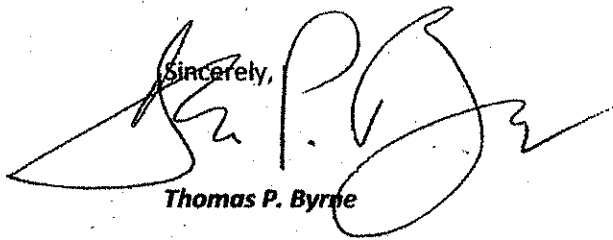
1. Any and all documents, electronic or otherwise, including, but not limited to, sketches, designs, drawings, plans, geometrics, letters, writings, correspondence, notes, engineering or architectural notes, engineering calculations relate to a proposed ramp from the Bay Bridge crossing Tehama Street and terminating at the Transbay Terminal.
2. Any and all documents relating to any CalTrans application, San Francisco building application, or any other governmental application or approval that relate to the construction of the ramp(s) from the Bay Bridge to the Transbay Terminal.
3. Any and all documents that relate to any change to the EIR or Addendum to the EIR concerning the ramps.
4. Any correspondence, writing, from or to Ed Sum, Mike Grisso, or Harry Quinn concerning the above-described ramps.

5. Any and all documents that relate to Peter Byrne and/or Thomas Byrne.
6. Any and all documents relating to a Summary of Appraisal.
7. Any and all document received from Carneghi-Blum & Partners, Inc. relating to 60 Tehama.
8. Any and all documents relating to a feasibility study relating to future uses of 60 Tehama St.
9. Any and all documents that related to the timing of government filings for Notice of Determination.
10. Documents relating to any third party acquisition of 60 Tehama St. including, but not limited to, assemblages of our lot with adjacent property.
11. Any and all documents that relate to any future use of 60 Tehama St. or adjacent property whether private or public use.

Please note that "document" or "documents" means all "writings," as that term is defined by Evidence Code Section 250, including but not limited to written documents and electronically stored documents including e-mails. Please also note that "relate to" and its derivatives means refers to, references, concerns, constitutes, memorializes, mentions, reflects, evidences and/or summarizes.

Moreover, a reasonable times and days are needed for this inspection. Please inform us of whether you plan to produce these documents or make them available via electronic means.

Sincerely,



Thomas P. Byrne

Cc: Harry Quinn  
Mike Grisso  
Ed Sum

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(415) 552-7272 Ext. 260

July 10, 2009

Via E-Mail and U.S. Mail

Thomas P. Byrne  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Email: thomas\_byrne\_98@yahoo.com

Re: Request for Documents No. 2

Dear Mr. Byrne:

As you know, this firm represents the Transbay Joint Powers Authority (TJPA) on matters relating to the Transbay Program. On July 2, 2009, we received via email your letter regarding Request for Documents No. 2 (the "Second Request"). We understand the letter to be a request to the TJPA for certain public records.

The Second Request seeks 11 categories of documents. Categories 1, 2, 3, 4, 9, 10, and 11 of your Second Request are the same as Categories 1 through 7 of your February 17, 2009 Request for Documents No. 1 (the "First Request"). The TJPA responded to your First Request on March 2, 2009 and provided you electronic copies of responsive documents on March 5, 2009. Thus, for these repeat categories, we assume that you are requesting any responsive documents created or received by the TJPA from March 5, 2009 through the present.

Your requests for documents that "relate to" or are "concerning" various aspects of the Transbay Program are broad and unclear. It would be extremely burdensome and expensive for the TJPA to assemble all potentially responsive documents to these wide-ranging categories. As with its response to your First Request and in an effort to provide

Thomas P. Byrne  
July 10, 2009  
Page 2

you the documents you may be seeking as promptly as possible, the TJPA has assembled the documents that it believes are most directly responsive to your requests, as described below. If, after reviewing the TJPA's response to your Second Request, you request additional documents, we will discuss with you narrowing the scope of your request.

*Category 1: Any and all documents, electronic or otherwise, including, but not limited to, sketches, designs, drawings, plans, geometrics, letters, writings, correspondence, notes, engineering or architectural notes, engineering calculations related to a proposed ramp from the Bay Bridge crossing Tehama Street and terminating at the Transbay Terminal.*

We interpret this request to be a request for documents in the TJPA's files describing the design and construction of the portion of the new bus ramps that will affect 60 Tehama. This request is the same as your First Request - Category 1. We refer you to the TJPA's March 5, 2009 response to your First Request. The TJPA is prepared to provide you responsive documents since that date.

*Category 2: Any and all documents relating to any CalTrans application, San Francisco building application, or any other governmental application or approval that relate to the construction of the ramp(s) from the Bay Bridge to the Transbay Terminal.*

We interpret this request to be a request for documents in the TJPA's files describing a TJPA request to Caltrans or the San Francisco Department of Building Inspection and Department of Public Works regarding those entities' review of the design and construction of the portion of the new bus ramps that will affect 60 Tehama for consistency with any applicable design and construction standards. This request is the same as your First Request - Category 2. We refer you to the TJPA's March 5, 2009 response to your First Request. The TJPA is prepared to provide you responsive documents since that date.

*Category 3: Any and all documents that relate to any change to the EIR or Addendum to the EIR concerning the ramps.*

We interpret this request to be a request for documents in the TJPA's files prepared under the California Environmental Quality Act (CEQA), regardless of whether specifically related to any existing or new bus ramps. This request is the same as your First Request - Category 3. We refer you to the TJPA's March 5,



Thomas P. Byrne  
July 10, 2009  
Page 3

2009 response to your First Request, Categories 3 and 9. The TJPA is prepared to provide you responsive documents since that date.

Category 4: *Any correspondence, writing, from or to Ed Sum, Mike Grisso, or Harry Quinn concerning the above-described ramps.*

We interpret this request to be a request for documents in the TJPA's files to/from E. Sum or H. Quinn, or from M. Grisso, directly about the portion of the new bus ramps that will affect 60 Tehama. This request is the same as your First Request - Category 4. We refer you to the TJPA's March 5, 2009 response to your First Request. This request also is redundant with your request under Category 1 above. We refer you to that response above. The TJPA is not aware of any additional responsive documents.

Category 5: *Any and all documents that relate to Peter Byrne and/or Thomas Byrne.*

We interpret this request to be a request for documents in the TJPA's files that are addressed to/from P. Byrne or T. Byrne, or that include P. Byrne or T. Byrne by name in the subject. The TJPA is prepared to provide you responsive documents.

Category 6: *Any and all documents relating to a Summary of Appraisal.*

We interpret this request to be a request for documents in the TJPA's files regarding an appraisal of 60 Tehama. The TJPA is prepared to provide you responsive documents.

Category 7: *Any and all documents received from Carneghi-Blum & Partners, Inc. relating to 60 Tehama.*

We interpret this request to be a request for documents in the TJPA's files authored by Carneghi-Blum regarding an appraisal of 60 Tehama. This request is redundant with your request under Category 6 above. We refer you to that response above. The TJPA is not aware of any additional responsive documents.

Category 8: *Any and all documents relating to a feasibility study relating to future uses of 60 Tehama St.*

Thomas P. Byrne  
July 10, 2009  
Page 4

We interpret this request to be a request for documents in the TJPA's files regarding a feasibility study of the TJPA's future use of 60 Tehama. There are no responsive documents. The TJPA is not aware of and, regardless, would not have access to, any documents relating to any feasibility study by any other person, public or private, for future use of 60 Tehama.

*Category 9: Any and all documents that relate to the timing of governmental filings for Notice of Determination.*

We interpret this request to be a request for documents in the TJPA's files describing actions by the TJPA adopting CEQA documents for the Transbay Program. This request is the same as your First Request - Category 5. We refer you to the TJPA's March 5, 2009 response to your First Request. This request also is redundant with your request under Category 3 above. We refer you to that response above. The TJPA is not aware of any additional responsive documents.

*Category 10: Documents relating to any third party acquisition of 60 Tehama St. including, but not limited to, assemblages of our lot with adjacent property.*

We interpret this request to be a request for documents in the TJPA's files regarding acquisition of 60 Tehama by the TJPA. This request is the same as your First Request - Category 6. We refer you to the TJPA's March 5, 2009 response to your First Request. This request also is somewhat redundant with your request under Category 5 above. We refer you to that response above. The TJPA is prepared to provide additional responsive documents. The TJPA is not aware of and, regardless, would not have access to, any documents relating to acquisition of 60 Tehama by anyone else, public or private.

*Category 11: Any and all documents that relate to any future use of 60 Tehama St. or adjacent property whether private or public use.*

We interpret this request to be a request for documents in the TJPA's files regarding the TJPA's planned future use of 60 Tehama. This request is the same as your First Request - Category 7. We refer you to the TJPA's March 5, 2009 response to your First Request. This request also is redundant with your requests under Categories 1-7, 9, and 10. We refer you to those responses above. The TJPA is not aware of any additional responsive documents. The TJPA is not aware of and, regardless, would not have access to, any documents relating to the future use of 60 Tehama by anyone else, public or private.

Thomas P. Byrne  
July 10, 2009  
Page 5

Certain responsive documents satisfy more than one of your requested categories. In an effort to avoid duplication, we have tried to provide a responsive document only one time. For example, the TJPA is prepared to provide responsive documents to your Category 5 (documents to/from P. Byrne and T. Byrne). Some of these responsive documents would also satisfy your Category 6 (appraisal of 60 Tehama) and Category 10 (TJPA acquisition of 60 Tehama). We will provide the document under Category 5 but not duplicate it under Categories 6 and 10.

To the extent that you have requested documents that may be in the files of persons who are not employed by or contractors/consultants to the TJPA, please note that the TJPA does not have access to such files and is not required to produce such documents.

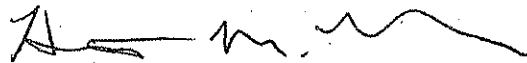
Certain responsive documents are exempt from disclosure as Attorney Work Product and/or Attorney-Client Privilege. These records will not be included in the records provided for your review.

The TJPA reserves the right to supplement its response to the extent that the TJPA becomes aware of any additional responsive documents.

As with the TJPA's response to your First Request, the TJPA is prepared to provide you with a CD containing electronic copies of the documents responsive to the Second Request and will waive the cost to prepare the CD. If you would like hard copies of the responsive documents, however, the TJPA will charge you ten cents per page for reproduction, plus delivery costs. The estimated cost of reproduction is \$70.00. Please let us know your preference and we will prepare the documents for delivery to you.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Heather M. Minner

cc: Ed Sum

TJPA 60 Tehama

**Thomas P. Byrne**  
Attorney at Law  
255 W. Napa Street, Suite L  
Sonoma, CA 95476  
Telephone: (707)935-7407  
Facsimile (707)935-7407  
E-mail: thomas\_byrne\_98@yahoo.com

07-02-09

**VIA Mail and E-Mail unless noted otherwise**

Andrew Schwartz  
Heather Miner  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

Ed Sum  
TJPA  
(Send via e-mail only)

Re: Request for Documents No. 2

Dear Gentlemen,

Pursuant to the San Francisco Sunshine Ordinance, as well general public records request, we request the following documents be made available for our inspection and copying as soon as allowable by law. ***We are excluding documents that have already been produced by the TJPA to our office.***

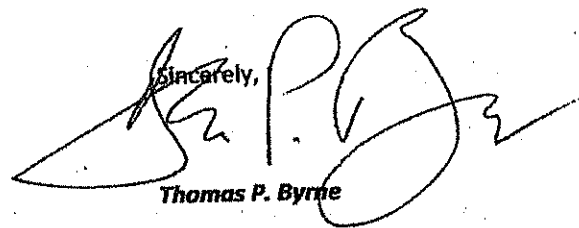
1. Any and all documents, electronic or otherwise, including, but not limited to, sketches, designs, drawings, plans, geometrics, letters, writings, correspondence, notes, engineering or architectural notes, engineering calculations relate to a proposed ramp from the Bay Bridge crossing Tehama Street and terminating at the Transbay Terminal.
2. Any and all documents relating to any CalTrans application, San Francisco building application, or any other governmental application or approval that relate to the construction of the ramp(s) from the Bay Bridge to the Transbay Terminal.
3. Any and all documents that relate to any change to the EIR or Addendum to the EIR concerning the ramps.
4. Any correspondence, writing, from or to Ed Sum, Mike Grisso, or Harry Quinn concerning the above-described ramps.

5. Any and all documents that relate to Peter Byrne and/or Thomas Byrne.
6. Any and all documents relating to a Summary of Appraisal.
7. Any and all document received from Carneghi-Blum & Partners, Inc. relating to 60 Tehama.
8. Any and all documents relating to a feasibility study relating to future uses of 60 Tehama St.
9. Any and all documents that related to the timing of government filings for Notice of Determination.
10. Documents relating to any third party acquisition of 60 Tehama St. including, but not limited to, assemblages of our lot with adjacent property.
11. Any and all documents that relate to any future use of 60 Tehama St. or adjacent property whether private or public use.

Please note that "document" or "documents" means all "writings," as that term is defined by Evidence Code Section 250, including but not limited to written documents and electronically stored documents including e-mails. Please also note that "relate to" and its derivatives means refers to, references, concerns, constitutes, memorializes, mentions, reflects, evidences and/or summarizes.

Moreover, a reasonable times and days are needed for this inspection. Please inform us of whether you plan to produce these documents or make them available via electronic means.

Sincerely,



Thomas P. Byrne

Cc: Harry Quinn  
Mike Grisso  
Ed Sum





108515

1200 AVENUE KOPPEL - EXECUTIVE OFFICE

October 26, 2009

Mr. Peter F. Byrne, trustee of  
The Peter F. Byrne Revocable Trust Dated 12/5/07  
c/o Thomas P. Byrne, Attorney at Law  
255 West Napa Street, #1.  
Sonoma, California 95476

Subject: Transbay Transit Center Program  
**Notice of Eligibility for Relocation Assistance and Goodwill  
Owner of Leased, Occupied Real Property**  
Property Address: 60 Tehama Street, San Francisco, California

Dear Peter F. Byrne and Thomas P. Byrne:

On February 1, 2008, the Transbay Joint Powers Authority (TJPA) provided Peter F. Byrne, as an individual, with a Notice of Eligibility to Receive Relocation Assistance related to the TJPA's planned acquisition of 60 Tehama Street (the Property) for the Transbay Transit Center Program (the Program). On January 8, 2008, the TJPA provided Peter F. Byrne with information regarding claims for loss of business goodwill related to the Property. It is our understanding that title to the Property has changed from Peter F. Byrne, as an individual, to The Peter F. Byrne Revocable Trust Dated 12/5/07 (the Trust). As the new owner of the Property, the Trust is entitled to all of the same rights and benefits that Mr. Peter F. Byrne previously was entitled to receive as an individual.

Please contact your Relocation Advisor, Mr. Joe Magdaleno of Associated Right of Way Services, at (925) 691-8500 for any questions regarding this letter or the TJPA's relocation assistance services.

For questions regarding the Program, please contact me at 415-597-4620.

Sincerely,

*Robert Beck*  
Robert Beck, PE  
Senior Program Manager

cc: Joe Magdaleno, Associated Right of Way Services, Inc.  
Harry Quim, PMPC

Certification of Delivery		SHIPPED OCT 27 2009
<input checked="" type="checkbox"/>	This Notice was sent via first class and certified mail on _____	
<input type="checkbox"/>	This Notice was personally delivered on _____	
Signature:	<i>Joe Magdaleno</i>	Date: 10/27/09





**VOLUME II**

**TRANSBAY TERMINAL /  
CALTRAIN DOWNTOWN EXTENSION /  
REDEVELOPMENT PROJECT**

in the City and County of San Francisco

**FINAL ENVIRONMENTAL IMPACT STATEMENT/  
ENVIRONMENTAL IMPACT REPORT AND  
SECTION 4(f) EVALUATION**

---


**RESPONSES TO PUBLIC COMMENTS ON THE  
DRAFT ENVIRONMENTAL IMPACT STATEMENT/  
DRAFT ENVIRONMENTAL IMPACT REPORT AND  
DRAFT SECTION 4(f) EVALUATION**

by the

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

and the

**CITY AND COUNTY OF SAN FRANCISCO,  
PENINSULA CORRIDOR JOINT POWERS BOARD, AND  
SAN FRANCISCO REDEVELOPMENT AGENCY**

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2010 NOV 24 AM 10:29  
BY 

March 2004



**VOLUME I**

**TRANSBAY TERMINAL /  
CALTRAIN DOWNTOWN EXTENSION /  
REDEVELOPMENT PROJECT**

in the City and County of San Francisco

**FINAL ENVIRONMENTAL IMPACT STATEMENT/  
ENVIRONMENTAL IMPACT REPORT AND  
SECTION 4(f) EVALUATION**

Pursuant to

National Environmental Policy Act of 1969, §102 (42 U.S.C. §4332); Federal Transit Laws (49 U.S.C. §5301(e), §5323(b) and §5324(b)); Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. §303); National Historic Preservation Act of 1966, §106 (16 U.S.C. §470f); 40 CFR Parts 1500-1508; 23 CFR Part 771; Executive Order 12898 (Environmental Justice); and California Environmental Quality Act, PRC 21000 *et seq.*; and the State of California CEQA Guidelines, California Administrative Code, 15000 *et seq.*

by the

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

and the

**CITY AND COUNTY OF SAN FRANCISCO,  
PENINSULA CORRIDOR JOINT POWERS BOARD, AND  
SAN FRANCISCO REDEVELOPMENT AGENCY**

BY \_\_\_\_\_  
2010 NOV 24 AM 10: 27  
RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

**March 2004**



**VOLUME III**

**TRANSBAY TERMINAL /  
CALTRAIN DOWNTOWN EXTENSION /  
REDEVELOPMENT PROJECT**

in the City and County of San Francisco

**FINAL ENVIRONMENTAL IMPACT STATEMENT/  
ENVIRONMENTAL IMPACT REPORT AND  
SECTION 4(f) EVALUATION**

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**WRITTEN PUBLIC COMMENTS AND  
PUBLIC HEARING TRANSCRIPTS ON THE**

**DRAFT ENVIRONMENTAL IMPACT STATEMENT/  
DRAFT ENVIRONMENTAL IMPACT REPORT AND  
DRAFT SECTION 4(f) EVALUATION**

by the

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

and the

**CITY AND COUNTY OF SAN FRANCISCO,  
PENINSULA CORRIDOR JOINT POWERS BOARD, AND  
SAN FRANCISCO REDEVELOPMENT AGENCY**

March 2004





U.S. Department  
of Transportation  
Federal Transit  
Administration

RECEIVED FEB 21 2005

REGION IX  
Arizona, California,  
Hawaii, Nevada, Guam

201 Mission Street  
Suite 2210  
San Francisco, CA 94105-1839  
415-744-3133  
415-744-2726 (fax)

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2010 NOV 24 AM 10:28  
BY *[Signature]*

FEB 8 2005

Mr. Michael J. Scanlon  
Executive Director  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Ave  
San Carlos, CA 94070

Re: Record of Decision; Transbay Terminal / Caltrain  
Downtown Extension / Redevelopment Project

Dear Mr. Scanlon:

This is to advise you that the Federal Transit Administration has issued a Record of Decision (ROD) for the Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project. The comment period for the Final Supplemental Environmental Impact Statement closed May 4, 2004. The Federal Transit Administration's (FTA) Record of Decision (ROD) is enclosed.

Please make the ROD and supporting documentation available to affected government agencies and the public. Availability of the ROD should be published in local newspapers and should be provided directly to affected government agencies, including the State Inter-governmental Review contact established under Executive Order 12372.

Please note that if a grant is made for this project, the terms and conditions of the grant contract will require the grantee undertake the mitigation measures identified in the ROD.

Thank for your cooperation in meeting the NEPA requirements. If you have questions about our review, please call Mr. Jerome Wiggins at (415) 744-2819.

Sincerely,

*[Signature]*  
Leslie T. Rogers  
Regional Administrator

## RECORD OF DECISION

### Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project San Francisco, California

#### DECISION

The U.S. Department of Transportation, Federal Transit Administration (FTA), has determined that the requirements of the National Environmental Policy Act of 1969 (NEPA) have been satisfied for the Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project (Project) in San Francisco, California. The Project to which this Record of Decision (ROD) applies consists of the design, construction, and future operation of a multimodal transportation terminal, underground rail access tunnel to the terminal, and redevelopment of the surrounding area.

The Project consists of three main components: a multimodal transportation terminal designed to serve local and regional buses as well as commuter rail and proposed high speed rail, an approximately 1.3 mile underground passenger rail extension from the existing Fourth and Townsend Caltrain Station to the new terminal, and transit oriented redevelopment of the area surrounding the terminal. The Project also includes support components such as a temporary bus terminal facility to be used during construction, a new, permanent off-site bus storage/ layover facility, reconstructed bus ramps leading to the west end of the new Transbay Terminal, and a redesigned Caltrain storage yard.

The Project was adopted as the Locally Preferred Alternative by the Transbay Joint Powers Authority (TJPA) and was evaluated as the Refined West Loop Terminal / Second-to-Main Tunnel Alignment / Tunneling Option / Full Build Redevelopment in the Project's Final Environmental Impact Statement/Report (Final EIS/EIR) issued in March 2004. That Final EIS/EIR provides the complete description of the Project, which is the subject of this ROD. EPA published the Notice of Availability for the Final EIS/EIR on April 2, 2004, in the Federal Register. The local lead agencies for the Project are the City and County of San Francisco, and the Peninsula Corridor Joint Powers Board. The TJPA is the Project's sponsoring agency for all project components other than the Redevelopment Plan and will be responsible for building, operating, and maintaining the Project components related to the Transbay Terminal.

#### AGREEMENTS

FTA and TJPA have executed a Project Development Agreement (PDA) to set forth their intentions for compliance with FTA's Record of Decision and program requirements that will govern the Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project. FTA and TJPA acknowledge that this agreement may be modified from time to time to accommodate statutory or regulatory changes, changes to the Project, or changes to TJPA's project management or financing plans, as necessary or appropriate. The executed PDA is attached (Appendix D).

TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS

Resolution No. 06-011

WHEREAS, In April 2004, the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/ Environmental Impact Report ("Final EIS/EIR") (SCH #95063004) was certified by the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency; and

WHEREAS, In April 2004 the Board of Directors of the Transbay Joint Powers Authority ("TJPA") approved the Locally Preferred Alternative ("LPA") of the Transbay Transit Center Program ("TTCP"); and

WHEREAS, The TJPA Board desires to refine the design and phasing of the Transbay Terminal/Caltrain Downtown Extension component of the LPA (the "Refined Project"); and

WHEREAS, In December 2005, Staff presented the Recommended Program Implementation Strategy of the Refined Project to the TJPA Board; on March 16 and May 25, 2006, Staff again provided the TJPA Board with the Recommended Program Implementation Strategy, and the Final Massing Study for the Transit Center Building that further documented the Refined Project; and

WHEREAS, Pursuant to Section 15164 of the California Environmental Quality Act ("CEQA," Pub. Res. Code §§ 21000 *et seq.*) and the CEQA Guidelines, the TJPA has prepared an Addendum to the Final EIS/EIR, which contains an analysis of the environmental impacts that may result from the proposed refinement of the LPA; and

WHEREAS, The Refined Project would not trigger the need for subsequent environmental review pursuant to Section 21166 of the Public Resources Code and Section 15162 of the CEQA Guidelines; and

WHEREAS, The Refined Project would not require major revisions of the Final EIS/EIR due to new or substantially increased significant environmental effects; and

WHEREAS, No substantial changes have occurred with respect to the circumstances under which the revisions to the Refined Project would be undertaken that would require major revisions of the Final EIS/EIR due to new or substantially increased significant environmental effects; and


WHEREAS, There has been no discovery of new information of substantial importance that would trigger or require major revisions of the Final EIS/EIR due to new or substantially increased significant environmental effects; and

WHEREAS, The TJPA Board has considered the Final EIS/EIR along with the Addendum to the Final EIS/EIR; now, therefore, be it

RESOLVED, That the TJPA Board:

1. Certifies that the Addendum to the Final EIS/EIR has been completed in compliance with CEQA, and reflects the independent judgment of the TJPA; and
2. Adopts the Addendum to the Final EIS/EIR.

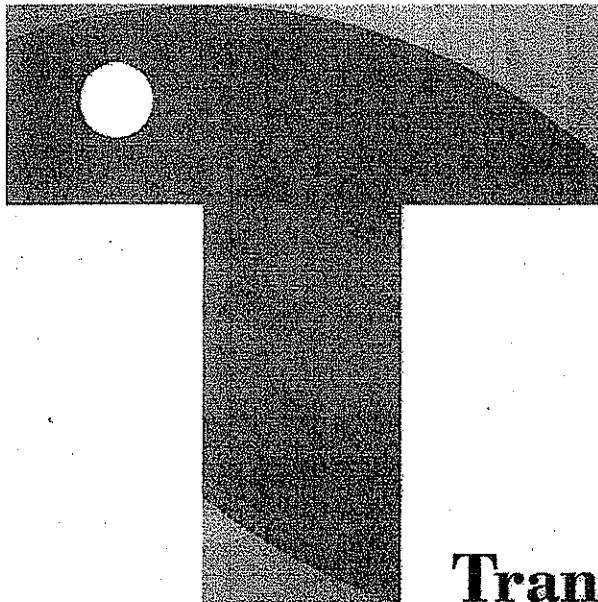
I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of June 2, 2006.

  
Secretary, Transbay Joint Powers Authority

# **Addendum for the Transbay Terminal/Downtown Extension/Redevelopment Project**

## **Final Environmental Impact Statement/Report**

May 25, 2006



**Transbay Transit Center**

**URS**

In association with  
Hatch Mott McDonald & EPC Consultants  
Consultants to the Transbay Joint Powers Authority



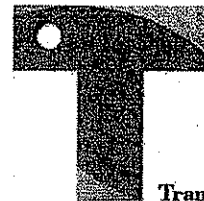
U.S. Department  
of Transportation  
**Federal Railroad  
Administration**

# **Transbay Program**

# **Final EIS Reevaluation**

Updating the Transbay Program 2004 Final EIS for Adoption by  
the Federal Railroad Administration

**May 2010**



**Transbay Transit Center**



**FEDERAL RAILROAD ADMINISTRATION  
RECORD OF DECISION  
FOR THE  
TRANSBAY TRANSIT CENTER TRAINBOX**

**DECISION**

The United States Department of Transportation, Federal Railroad Administration (FRA) has determined that the requirements of the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq., have been satisfied for the train box at the Transbay Transit Center ("TTC" or "Transit Center") in San Francisco, California.

This decision has been made in accordance with the provisions of NEPA, which requires Federal agencies to integrate environmental values into their decision making processes by considering the environmental impacts of their proposed actions, reasonable alternatives to those actions, and integrating public participation into the process. This document sets forth the Record of Decision of FRA for the granting of Federal funds for the train box at the TTC. In making this decision, FRA considered the entire record, including the information, analysis, and public comments contained in the portions of the Final Environmental Impact Statement/Environmental Impact Report<sup>1</sup> ("2004 EIS") for the Transbay Terminal/Caltrain Downtown/Extension Redevelopment Project ("Transbay Program") that cover Phase 1 of the Transbay Program, which was completed by the Federal Transit Administration ("FTA"). In addition, FRA prepared and has relied upon the May 28, 2010 Transbay Program Final EIS Reevaluation ("Environmental Reevaluation") of the Phase 1 portions of the 2004 EIS. Through the analysis contained in both the 2004 EIS and the Environmental Reevaluation, FRA has taken the requisite "hard look" at potential environmental impacts and has identified and independently evaluated the potential environmental effects associated with the project's alternatives.

This ROD has been drafted in accordance with NEPA, the Council on Environmental Quality (CEQ) Regulations implementing NEPA (most specifically 40 C.F.R. § 1505.2), and FRA's Procedures for Considering Environmental Impacts, 64 Fed. Reg. 28545 (May 26, 1999).

**INTRODUCTION**

FRA's proposed action is to provide up to \$400 million of funding under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") to the Transbay Joint Powers Authority ("TJPA") to fund construction of a train box to accommodate future high-speed train ("HST") service at the TTC, which is an element of Phase 1 of the Transbay Program.

FTA and TJPA prepared the 2004 EIS as a joint environmental impact statement/environmental impact report to satisfy both the requirements of NEPA and the California Environmental

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<sup>1</sup> An Environmental Impact Report (EIR) is an environmental document required under the California Environmental Quality Act (CEQA).

**Caltrain Downtown Extension and Transbay  
Ridership Analysis**

**final  
report**

*prepared for*

**Transbay Joint Powers Authority**

*prepared by*

**Cambridge Systematics, Inc.**



TRANSBAY JOINT POWERS AUTHORITY



# Final Relocation Impact Study

September 2007

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TRANSBAY JOINT POWERS AUTHORITY

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# Final Relocation Impact Study II

January 2010

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TRANSBAY JOINT POWERS AUTHORITY

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# Relocation Assistance Brochure

## Rights and Benefits Under the TJPA's Relocation Assistance Program for Businesses and Nonprofit Organizations

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This brochure summarizes the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Section 4601 et seq., and its implementing regulations, 49 Code of Federal Regulations (CFR) Part 24, and the California Relocation Act, Govt. Code Section 7260 et seq., and its implementing regulations, 25 Cal. Code Regs. Section 6000 et seq.

Much of the content of this brochure was provided by The United States Department of Transportation, Federal Highway Administration, Office of Real Estate Services, Publication Number FHWA-HEP-05-031.



TRANSBAY JOINT POWERS AUTHORITY

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# Residential Relocation Assistance Brochure

Rights and Benefits under the TJPA's Relocation  
Assistance Program for Residential Occupants

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This brochure summarizes the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Section 4601 et seq.; and its implementing regulations, 49 Code of Federal Regulations (CFR) Part 24, and the California Relocation Act, Govt. Code Section 7260 et seq., and its implementing regulations, 25 Cal. Code Regs. Section 6000 et seq.

# JOINT POWERS AGREEMENT

creating the

## TRANSBAY JOINT POWERS AUTHORITY

The City and County of San Francisco, a municipal corporation and charter city and county duly organized and existing under its Charter and the Constitution of the State of California (the "City") and the Alameda-Contra Costa Transit District, a transit district duly organized and created in accordance with the Public Utilities Code of the State of California (commencing with Section 24501) (the "District") and the Peninsula Corridor Joint Powers Board-Caltrain, a joint exercise of powers agency comprised of the City and County of San Francisco, San Mateo County Transit District, and Santa Clara Valley Transportation Authority, duly created and organized in accordance with the Government Code of the State of California (commencing with Section 6500) (the "JPB") all of which entities shall be referred to herein collectively as the "Members," hereby enter into this Joint Powers Agreement (this "Agreement") creating the Transbay Joint Powers Authority (the "Authority"). All Members are public entities organized and operating under the laws of the State of California and each is a public agency as defined in Section 6500 of the Government Code of the State of California.

### Recitals

- A. The State of California Department of Transportation currently operates and manages a bus transportation terminal in the City commonly known as the Transbay Terminal (the "Old Transbay Terminal") located on the site described in Exhibit A (the "Site").
- B. The Members recognize that the Old Transbay Terminal is underutilized and blighted, and can be developed to provide for regional, seamless, intermodal transit connections.
- C. Pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California the Members may jointly exercise any power common to them.
- D. The Members desire to jointly participate in the construction, development and operation of a new regional transit hub and related structures and ramps which will provide expanded bus and rail service and direct access to transit located in a new terminal building on the Site and/or property adjacent to the Site including bus storage/staging facilities in the vicinity of the Site, together with all necessary and essential ramps for access to and from the San Francisco-Oakland Bay Bridge from the new terminal building and to and from the bus storage/staging facilities, as well as a temporary bus facility with access to and from the San Francisco-Oakland Bay Bridge, all of which is more efficient and convenient for buses, trains, and the passengers using those systems.
- E. The Members intend to develop and construct a new transportation terminal on the Site, direct access ramps, links to regional transportation systems which includes the downtown extension of Caltrain from 4<sup>th</sup> and Townsend Streets to the new transportation terminal, a temporary terminal for use during construction of the new terminal, bus storage, and other facilities needed to develop the Site and/or property adjacent to the Site to its highest and best use.
- F. The Members intend to operate and manage the new transit terminal and related facilities (including but not limited to necessary bus storage/staging facilities and connecting ramps)

SF  
R45  
#1  
11/2/99  
(9901)

# City and County of San Francisco Voter Information Pamphlet and Sample Ballot

**Consolidated Municipal Election  
November 2, 1999**

Check the back cover  
of this  
pamphlet for your  
polling place address.

Prepared by the Department of Elections  
City and County of San Francisco

9901



# Sales Tax for Transportation



## PROPOSITION K

Shall the City implement a 30-year New Transportation Expenditure Plan directing transportation sales tax funds to improved maintenance of local streets, transportation for the elderly and disabled, the Central Subway, a citywide network of fast and reliable buses, the Caltrain Extension to a new Transbay Terminal, improvements to pedestrian and bicycle safety and other projects and continue the existing half-cent sales tax during implementation of the New Transportation Expenditure Plan and future Plan updates?

YES ←  
NO ←

## Digest

by the Ballot Simplification Committee

**THE WAY IT IS NOW:** The City charges a one-half cent sales tax to help pay for the transportation projects described in a spending plan approved by the voters in 1989. This tax will expire on April 1, 2010.

The San Francisco Transportation Authority directs use of the sales tax money. It can spend up to \$160 million (\$160,000,000) per year for the approved transportation projects, and can issue up to \$742 million (\$742,000,000) in bonds.

**THE PROPOSAL:** Proposition K is an ordinance that would continue the one-half cent sales tax, and replace the current transportation spending plan with a new, 30-year plan. Under the new plan, the money would be used for:

- Maintenance of local streets;
- Transportation for the elderly and disabled;
- Construction of a Central Subway;
- Upgrades to the bus system, including new buses, stations and dedicated lanes;
- A Caltrain extension to a new Transbay Terminal;
- Projects to improve pedestrian and bicycle safety;
- Support for regional transportation systems (BART, Caltrain, and ferries); and
- Replacing the roadway to Golden Gate Bridge (Doyle Drive).

The Transportation Authority could modify the plan if voters approved. The sales tax would continue as long as the new or modified plan is in effect.

The Transportation Authority would continue to direct use of the sales tax. It could spend up to \$485.175 million (\$485,175,000) per year and issue up to \$1.88 billion (\$1,880,000,000) in bonds, to be repaid from the one-half cent sales tax.

A two-thirds majority vote is required to approve this measure.

**A "YES" VOTE MEANS:** If you vote "Yes," you want to continue the one-half cent sales tax to pay for transportation projects described in a new 30-year spending plan, or future plans, and increase the amount of money the Transportation Authority may spend and borrow to pay for these projects.

**A "NO" VOTE MEANS:** If you vote "No," you do not want to make these changes.

## Controller's Statement on "K"

City Controller Edward Harrington has issued the following statement on the fiscal impact of Proposition K:

Should the proposed ordinance be approved by the voters, the City would continue to collect an existing one-half cent sales tax dedicated to transportation projects. Revenue from this tax would also be used to match federal, state and regional transportation funding.

The current authorization for this tax expires March 31, 2010. The proposed ordinance would replace the current authorization with a new a 30-year authorization effective April 1, 2004 through March 31, 2034. The additional sales tax revenue which would be generated is approximately \$2.5 billion over the 30 year period.

## How "K" Got on the Ballot

On July 29, 2003 the Board of Supervisors voted 11 to 0 to place Proposition K on the ballot.

The Supervisors voted as follows:

Yes: Supervisors Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Newsom, Peskin, and Sandoval.

THIS MEASURE REQUIRES 66% AFFIRMATIVE VOTES TO PASS.

ARGUMENTS FOR AND AGAINST THIS MEASURE IMMEDIATELY FOLLOW THIS PAGE. THE FULL TEXT BEGINS ON PAGE 151.  
SOME OF THE WORDS USED IN THE BALLOT DIGEST ARE EXPLAINED ON PAGE 28.

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# Regional Measure 2

# 2

## REGIONAL MEASURE 2

Shall voters authorize a Regional Traffic Relief Plan that does the following:

YES ←    
NO ←

1. Directs revenues generated through the collection of bridge tolls to provide the following projects:
  - a. Expand and extend BART.
  - b. New transbay commuter rail crossing south of the San Francisco-Oakland Bay Bridge.
  - c. Comprehensive Regional Express bus network.
  - d. New expanded ferry service.
  - e. Better connections between BART, buses, ferries, and rail.
2. Approves a one dollar (\$1) toll increase effective July 1, 2004, on all toll bridges in the bay area, except the Golden Gate Bridge?

**ARGUMENTS FOR AND AGAINST THIS MEASURE IMMEDIATELY FOLLOW THIS PAGE**

**THIS MEASURE REQUIRES 50%+1 AFFIRMATIVE VOTES TO PASS.**

ARGUMENTS FOR AND AGAINST THIS MEASURE IMMEDIATELY FOLLOW THIS PAGE.

C A L I F O R N I A

# GENERAL ELECTION

TUESDAY, NOVEMBER 4, 2008

The statutory deadline for placing legislative and initiative measures on the ballot was June 26. However, a new state law that passed after the deadline requires that Proposition 1 be removed from the ballot and be replaced by Proposition 1A. Therefore, although you are receiving information about both measures in the two state voter guides, only Proposition 1A will appear on your November 4, 2008, General Election ballot.

★ OFFICIAL VOTER INFORMATION GUIDE ★

*Certificate of Correctness*

I, Debra Bowen, Secretary of State of the State of California, do hereby certify that the measure included herein will be submitted to the electors of the State of California at the General Election to be held throughout the State on November 4, 2008, and that this guide has been correctly prepared in accordance with the law.

Witness my hand and the Great Seal of the State in Sacramento, California, on this 18th day of September, 2008.

*Debra Bowen*



Debra Bowen  
Secretary of State

★ SUPPLEMENTAL ★

This guide contains information regarding one additional measure that has qualified for the November ballot.

Senate Bill No. 1856

CHAPTER 697

An act to add Chapter 20 (commencing with Section 2704) to Division 3 of the Streets and Highways Code, relating to financing a high-speed passenger train system by providing the funds necessary therefor through the issuance and sale of bonds of the State of California and by providing for the handling and disposition of those funds.

[Approved by Governor September 19, 2002. Filed with Secretary of State September 19, 2002.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1856, Costa. Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century.

Existing law creates the High-Speed Rail Authority with the responsibility of directing the development and implementation of intercity high-speed rail service.

This bill would enact the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, which, subject to voter approval, would provide for the issuance of \$9.95 billion of general obligation bonds, \$9 billion of which would be used in conjunction with available federal funds for the purpose of funding the planning and construction of a high-speed train system in this state pursuant to the business plan of the authority. Nine hundred fifty million dollars of the bond proceeds would be available for capital projects on other passenger rail lines to provide connectivity to the high-speed train system and for capacity enhancements and safety improvements to those lines. Bonds for the high-speed train system would not be issued earlier than January 1, 2006.

The bill would provide for the submission of the bond act to the voters at the general election on November 2, 2004.

*The people of the State of California do enact as follows:*

SECTION 1. (a) In light of the events of September 11, 2001, it is very clear that a high-speed passenger train network as described in the High-Speed Rail Authority's Business Plan is essential for the transportation needs of the growing population and economic activity of this state.

(b) The initial high-speed train network linking San Francisco and the Bay Area to Los Angeles will serve as the backbone of what will become

Senate Bill No. 916

CHAPTER 715

An act to amend Section 14531 of the Government Code, to amend Sections 182.5, 188.3, 188.4, 188.10, 30101, 30101.8, 30113, 30600, 30601, 30604, 30606, 30750, 30751, 30760, 30761, 30791, 30884, 30885, 30887, 30889.3, 30891, 30894, 30910, 30912, 30913, 30915, 30916, 30918, 30919, 30920, 30950, 30950.1, 30950.2, 30950.3, 30950.4, 30953, 30958, 30960, 30961, 31000, 31010, and 31071 of, to amend and renumber Section 188.10 of, to add Sections 188.53, 30881, 30910.5, 30914.5, and 30922 to, and to repeal Sections 30603, 30605, 30608.2, 30752, 30753, 30754, 30755, 30756, 30757, 30762, 30762.5, 30763, 30764, 30764.5, 30765, 30766, 30767, 30791.7, 30792, 30792.2, 30793, 30794, 30795, 30886, 30888, 30889, 30896, and 30956 of, to repeal Article 5 (commencing with Section 30200) and Article 7 (commencing with Section 30350) of Chapter 1 of Division 17 of, to repeal and add Sections 30102.5, 30890, 30911, 30914, 30917, 30921, and 30951 of, the Streets and Highways Code, and to amend Section 5205.5 of the Vehicle Code, and to amend Section 5 of Chapter 898 of the Statutes of 1997 relating to transportation, and making an appropriation therefor.

[Approved by Governor October 8, 2003. Filed with  
Secretary of State October 9, 2003.]

LEGISLATIVE COUNSEL'S DIGEST

SB 916, Perata. Toll bridge revenues: Treasure Island Development Authority.

Existing law generally makes the California Transportation Commission responsible for establishing the rates charged vehicles for crossing the state-owned toll bridges. Under existing law, the Metropolitan Transportation Commission (MTC) is authorized to adopt a toll schedule in lieu of the one adopted by the California Transportation Commission for the state-owned toll bridges in the San Francisco Bay Area. Existing law makes the MTC and the Bay Area Toll Authority (BATA), which is defined as the same body as the MTC, responsible for the programming, administration, and allocation of the revenue from the base toll charge collected from these bridges. Under existing law, a portion of this revenue is continuously appropriated to the Controller who is required to disburse these funds to the MTC to expend for purposes that reduce vehicular congestion on the bridges.

