




GENERAL PLAN REFERRAL

December 22, 2022

Case No.: 2022-011505GPR
Block/Lot No.: N/A
Project Sponsor: City of South San Francisco
Applicant: Jacob Gilchrist – (650) 877-8552
Jacob.Gilchrist@ssf.net
City of South San Francisco
P.O. Box 711
South San Francisco, CA 94083
Staff Contact: María De Alva – (628) 652-7453
maria.dealva@sfgov.org

Recommended By:  Jeremy Shaw
Acting Citywide Director
AnMarie Rodgers, Director of Citywide Policy for
Rich Hillis, Director of Planning

Recommendation: Finding the project, on balance, is **in conformity** with the General Plan

Project Description

The City of South San Francisco (SSF) is currently implementing Phase I of its Community Civic Campus Project, which will consist of three separate buildings including an 80,000 sq. ft. Library/Parks and Recreation Building and City Council Chamber, a 45,000 sq. ft. Police Station, and a 9,000 sq. ft. Fire Station, with associated site work on the 7.9-acre parcel. The project is adjacent to underground BART tracks, a PG&E easement, and adjacent to a state highway.

The San Francisco Public Utilities Commission (SFPUC) has previously sold parcels adjacent to the project to the SSF Redevelopment Agency. However, Parcel 21, which is a portion within Antoinette Lane and Mission Road,

was inadvertently omitted from the balance of this land. SSF has requested that the SFPUC sell the underlying fee to an existing SSF street, namely a portion of the streets mentioned above. The SFPUC's Parcel 21 is encumbered with a SSF street and a drainage channel, and the SFPUC doesn't have any infrastructure within this area. The SFPUC wishes to sell this property to SSF at fair market value.

Environmental Review

The Project is comprised of a real estate transaction only. It is not defined as a project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it would not result in a direct or indirect physical change in the environment.

General Plan Compliance and Basis for Recommendation

As described below, the proposed real estate transaction is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

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

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 1

ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.

Policy 1.1

Conserve and protect the natural resources of San Francisco.

The subject parcel is used as South San Francisco rights-of-way are not needed to meet SFPUC's mission in maintaining and upgrading the vital utility infrastructure that is under its jurisdiction. The sale of the parcel will provide the SFPUC with revenue that can be used towards supporting San Francisco's objectives to conserve the environment and support sustainable urban development, resources, and energy management.

SAFETY AND RESILIENCE ELEMENT

OBJECTIVE 2.2

MULTI-HAZARD RESILIENCE AND CO-BENEFITS. IN ADAPTATION AND MITIGATION INVESTMENTS TO MULTIPLE AND SIMULTANEOUS HAZARDS, MAXIMIZE RISK REDUCTION STRATEGIES AND THE RELATED COMMUNITY BENEFITS.

SFPUC's Sale of Parcel 21, South San Francisco

POLICY 2.2.3

Seek sufficient funding to address climate hazards through all phases of mitigation, preparedness, response, recovery, and reconstruction.

The project will provide the SFPUC with revenue that can be used towards investments that support achieving a state of good repair of existing infrastructure and assets.

OBJECTIVE 3.3

INFRASTRUCTURE AND PUBLIC REALM. ENSURE THE CITY'S LIFELINE SYSTEMS, TRANSPORTATION AND EMERGENCY RESPONSE FACILITIES, UTILITIES, STREETS, PUBLIC SPACES, AND COASTS CAN WITHSTAND AND ADAPT TO ALL HAZARDS.

Policy 3.3.2

Identify and replace vulnerable infrastructure and critical service lifelines in high-risk areas.

The revenue from the project will provide the SFPUC resources that can be used to support its ongoing programs to maintain and upgrade its vital utility infrastructure and to improve performance of its systems.

OBJECTIVE 5.1.

LIFELINES. PROVIDE CRITICAL INFORMATION AND SERVICES TO PREVENT FURTHER LOSS OF LIFE AND ESTABLISH COMMUNITY SAFETY DURING THE IMMEDIATE AFTERMATH OF DISASTERS.

Policy 5.1.1.

Ensure the City's lifeline systems are constantly maintained to be in a state of good repair.

The revenue from the project will provide the SFPUC resources that can be used to ensure the city's power, water, and wastewater systems are constantly maintained to be in a state of good repair.

Planning Code Section 101 Findings

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

SFPUC's Sale of Parcel 21, South San Francisco

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

The Project would not have a negative effect on existing neighborhood-serving retail uses and will not have a negative effect on opportunities for resident employment in and ownership of neighborhood-serving retail, in either San Francisco County or San Mateo County.

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

The Project would not have a negative effect on housing or neighborhood character in San Francisco County.

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

The Project would not have an adverse effect on the City's supply of affordable housing.

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

The Project would not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood parking in San Francisco County.

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

The Project would not cause displacement of the industrial or service sectors due to office development, and future opportunities for resident employment or ownership in these sectors would not be impaired for San Francisco County.

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

The Project would not have an adverse effect on City's preparedness against injury and loss of life in an earthquake.

7. That the landmarks and historic buildings be preserved;

The Project would not have an adverse effect on the City's Landmarks and historic buildings.

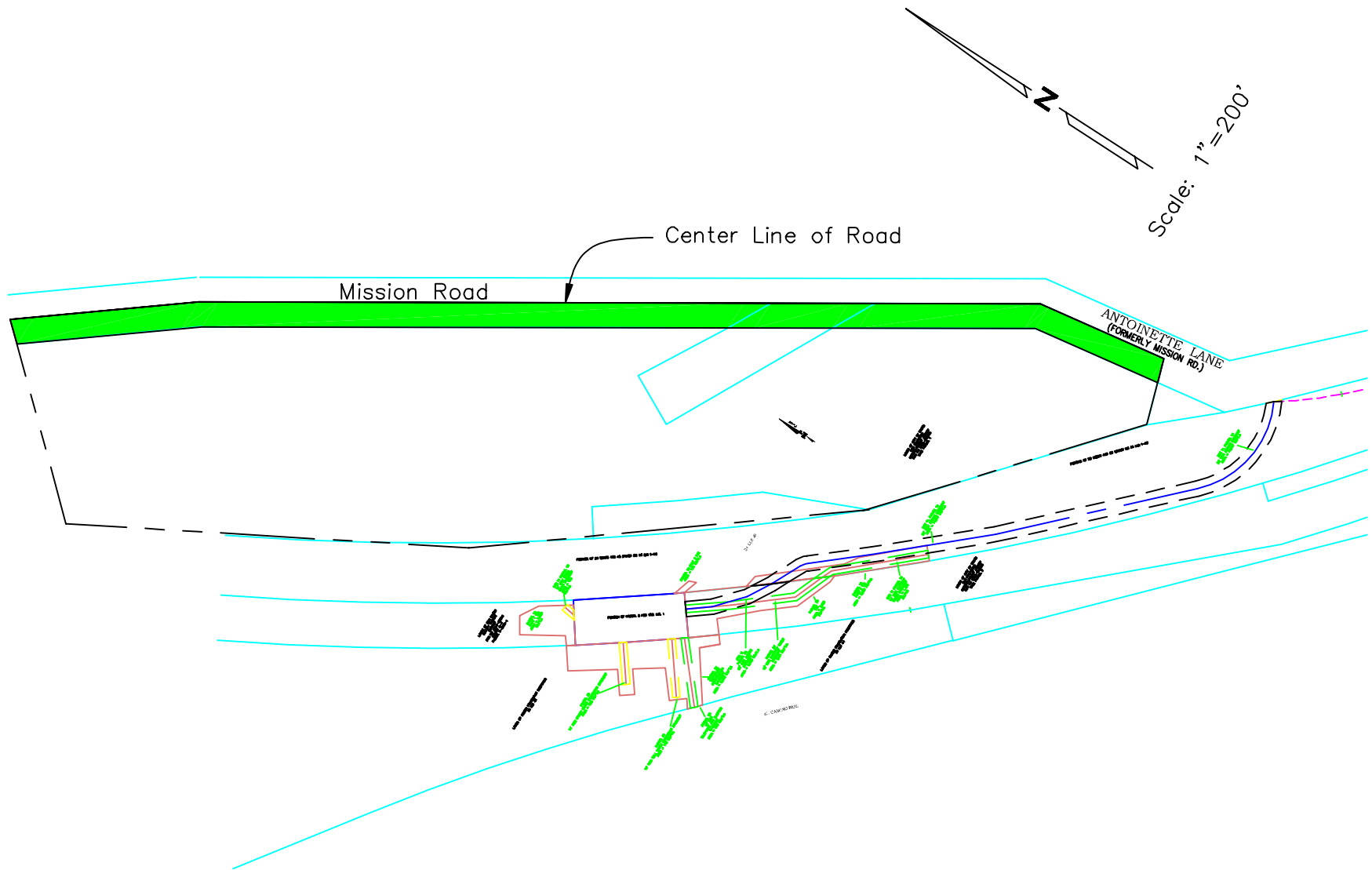
8. That our parks and open space and their access to sunlight and vistas be protected from development;

The Project would not have an adverse effect on the City's parks and open space and their access to sunlight and vistas.

Recommendation: Finding the project, on balance, is in conformity with the General Plan

Attachments:

- Map of SFPUC Parcel 21 within the City of South San Francisco
- Quitclaim Deed, Exhibit A - previous City and County of San Francisco parcel sales to City of South San Francisco Redevelopment Agency



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

Parcel 21 493 OR 1
Spring Valley Water Company to
C&C of San Francisco

City of South San Francisco
County of San Mateo, CA

Parcel 21 09/30/2020



OLD REPUBLIC TITLE COMPANY
0222007848 THD.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

South San Francisco Redevelopment Agency
400 Grand Avenue
South San Francisco, California 94080
Attn: Executive Director

MAIL TAX STATEMENTS TO:

South San Francisco Redevelopment Agency
400 Grand Avenue
South San Francisco, California 94080
Attn: Executive Director

DOCUMENTARY TRANSFER TAX:
None - Exempt pursuant to Govt. Code § 6103

2008-009955

OLD REPUBLIC TITLE COMPANY
08:00am 01/31/08 DE Fee: NO FEE
Count of pages 20
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder



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

Governmental entity acquiring title.
Tax exempt effective November 10, 1969

Exempt - Deed to a Public Entity RT 11922

QUITCLAIM DEED

(Assessor's Parcel Nos. 093-312-050; 093-312-060,
093-331-040, 093-331-020, and 011-326-030)

207

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Resolution No. 559-07, adopted by the Board of Supervisors on October 16, 2007, and approved by the Mayor on October 22, 2007, hereby RELEASES, REMISES AND QUITCLAIMS to THE REDEVELOPMENT AGENCY OF THE CITY OF SOUTH SAN FRANCISCO, a public corporation ("Buyer"), any and all right, title and interest City may have in and to the real property located in the City of South San Francisco, County of San Mateo, State of California, described on **Exhibit A** attached hereto and made a part hereof (the "Property").

The above conveyance is subject without limitation to (a) liens of local real estate taxes and assessments, and (b) all existing exceptions and encumbrances, whether or not disclosed by a title report or the public records or any other documents discoverable or reviewed by Buyer, and any other exceptions to title that would be disclosed by an accurate and thorough investigation, survey or inspection of the Property.

Furthermore, the above conveyance is subject to certain reserved easement rights in favor of City for an access easement and an easement to, among other things, maintain, repair and install water pipelines and related facilities used by City on, in or under portions of the Property, pursuant to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easement between Buyer and City to be recorded contemporaneously with this Quitclaim Deed.

The City reserves any and all water and water rights in, under and appurtenant to the Property, including, but not limited to, any and all groundwater and subterranean water rights, including, without limitation, the right to export percolating groundwater for use by City or its water customers, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of the water by any means or methods suitable to City or its successors and assigns, but without entering upon or using the surface of the lands of the Property without Buyer's prior written consent.

Executed as of this 22nd day of January, 2008.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: Amy L. Brown
AMY L. BROWN
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: Dan M. Brown
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: Tony E. Durkee
City Surveyor



State of California)
)
County of San Francisco)

Notary Public

On JANUARY 22, 2008, before me, CHRISTINE M. SILVA, personally appeared AMY L. BROWN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Christine M. Silva* (Seal)



EXHIBIT A

Legal Description of Property

TAKE PARCEL 1

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

COMMENCING AT A GRANITE MONUMENT MARKED "NO. 31" IN THE CENTER OF THE COUNTY ROAD LEADING FROM SAN FRANCISCO TO SAN JOSE, OPPOSITE THE PRESENT RAILWAY STATION OF THE SOUTHERN PACIFIC RAILROAD COMPANY AT BADEN, AND RUNNING THENCE ALONG THE CENTERLINE OF SAID COUNTY ROAD SOUTH 10° 03' EAST 2.715 CHAINS TO A GRANITE MONUMENT MARKED "NO. 30"; THENCE LEAVING SAID CENTERLINE OF SAID COUNTY ROAD SOUTH 70° 27' WEST 1.37 CHAINS TO A 6" X 6" REDWOOD WITNESS POST MARKED "L 12" IN THE EASTERLY BOUNDARY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE ALONG SAID EASTERLY LINE OF SAID RIGHT OF WAY NORTH 50° 54' WEST 5.975 CHAINS TO A WITNESS POST MARKED "L 11"; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF SAID RIGHT OF WAY 525 FEET, MORE OR LESS, TO A WITNESS POST MARKED "L 10"; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF SAID RIGHT OF WAY 536 FEET, MORE OR LESS, TO A WITNESS POST MARKED "L 9" AT THE INTERSECTION OF SAID EASTERLY LINE OF SAID RIGHT OF WAY WITH THE SOUTHERLY LINE OF THE LANE LEADING FROM SAID COUNTY ROAD TO THE "FLOOD AND MACKAY TRACT;" THENCE ALONG SAID SOUTHERLY LINE OF SAID LANE NORTH 40° 46' EAST 4.26 CHAINS TO A WOODEN MONUMENT MARKED "NO. 35" IN THE CENTER OF SAID COUNTY ROAD; THENCE ALONG SAID CENTERLINE OF SAID COUNTY ROAD SOUTH 39° 18' EAST 3.81 CHAINS TO A WOODEN MONUMENT MARKED "NO. 34"; THENCE ALONG SAID CENTERLINE OF SAID COUNTY ROAD SOUTH 33° 51' EAST 16.93 CHAINS TO SAID GRANITE MONUMENT "NO. 31" AND THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM SO MUCH OF THE LAND THEREOF ACQUIRED BY THE SAN MATEO COUNTY FLOOD CONTROL DISTRICT, A FLOOD CONTROL DISTRICT OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED ON SEPTEMBER 7, 1977 IN BOOK 7596 AT PAGE 608 (FILE NO. 69920-AL) IN THE SAN MATEO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM PARCEL D-3103-1 DESCRIBED IN EXHIBIT A-6 ATTACHED TO THAT CERTAIN FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO, ENTITLED "SAN MATEO COUNTY TRANSIT DISTRICT, PLAINTIFF, VS. CITY AND COUNTY OF SAN FRANCISCO, DEFENDANT", CASE NO. 405695 AND RECORDED FEBRUARY 11, 2004 UNDER RECORDER'S SERIES NO. 2004-025111 IN THE SAN MATEO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM MISSION ROAD, 66 FEET WIDE, AS SHOWN ON THE MAP OF THE LUX RANCH WEST OF MISSION ROAD RECORDED IN VOLUME D OF MAPS AT PAGE 58 IN THE SAN MATEO COUNTY OFFICIAL RECORDS.

PARCEL II:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES ACROSS COLMA CREEK IN THE CITY OF SOUTH SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWEST BOUNDARY OF PARCEL 1533-2 AS SAID PARCEL IS DESCRIBED IN FINAL ORDER OF CONDEMNATION, SUPERIOR COURT, OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN MATEO, AND RECORDED SEPTEMBER 7, 1977 IN VOLUME 7596, OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 610, DISTANT NORTH 62° 54' 14" WEST 172.29 FEET FROM THE SOUTHERLY CORNER THEREOF; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY NORTH 62° 54' 14" WEST 30.00 FEET; THENCE NORTH 27° 05' 46" EAST 72.96 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID PARCEL 1553-2; THENCE ALONG SAID NORTHEASTERLY BOUNDARY SOUTH 60° 50' 45" EAST 30.02 FEET; THENCE SOUTH 27° 05' 46" WEST 71.88 FEET TO THE POINT OF BEGINNING.

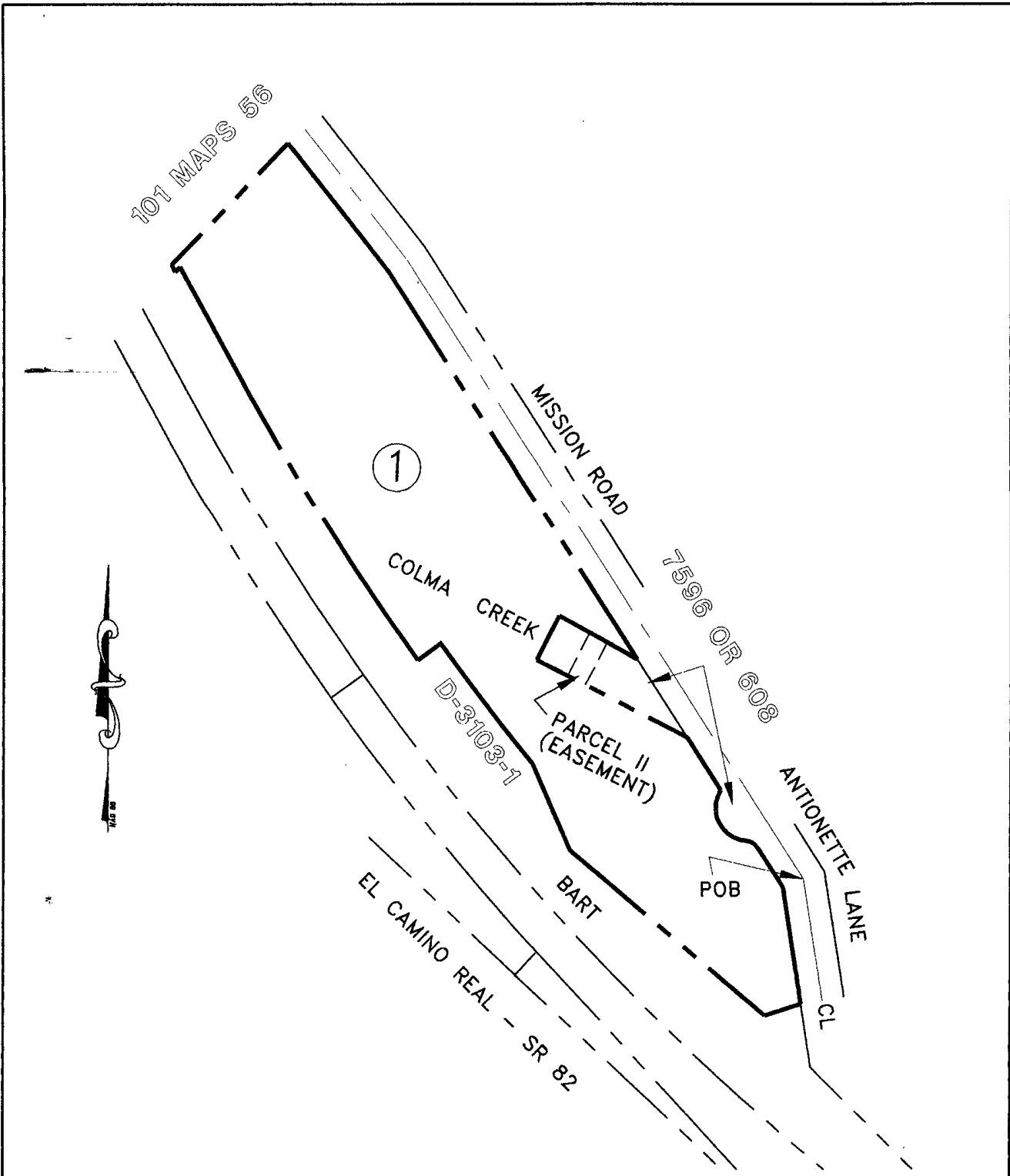
SAID EASEMENT IS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I ABOVE AND WAS CREATED BY THAT CERTAIN DEED RECORDED ON JULY 20, 1989 AS DOCUMENT NO. 89094315 IN THE SAN MATEO COUNTY OFFICIAL RECORDS.

THE AREA OF THIS PARCEL IS 7.6 ACRES MORE OR LESS.

DESCRIPTION PREPARED BY:

William Masterson
WILLIAM MASTERSON, LS 4818
LICENSE EXPIRES 9-30-08
OCTOBER 6, 2005





Approved:	WILSEY HAM	JOB NO.
	393 VINTAGE PARK DRIVE, SUITE 100, FOSTER CITY, CA 94404 (650)349-2151	622-71
	CITY OF SOUTH SAN FRANCISCO	SCALE: 1"=200'
	STRIP PARK	DATE: 10-07-05
	TAKE PARCEL 1	
	SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA	

TAKE PARCEL 2

REAL PROPERTY IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, A PORTION OF PARCEL 5, SAN MATEO COUNTY LANDS, DESCRIBED IN THE DEED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1 AND A PORTION OF PARCEL 24 DESCRIBED IN THE DEED FROM THE SPRING VALLEY WATER COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN BOOK 491 OF OFFICIAL RECORDS AT PAGE 1 IN THE SAN MATEO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF PARCEL D-3102-1 DESCRIBED IN EXHIBIT A-4 ATTACHED TO THE FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO, ENTITLED "SAN MATEO COUNTY TRANSIT DISTRICT, PLAINTIFF, VS. CITY AND COUNTY OF SAN FRANCISCO, DEFENDANT," CASE NO. 405695 AND RECORDED FEBRUARY 11, 2004 UNDER RECORDER'S SERIES NO. 2004-025111 IN THE SAN MATEO COUNTY RECORDS; THENCE THROUGH THE FOLLOWING NUMBERED COURSES:

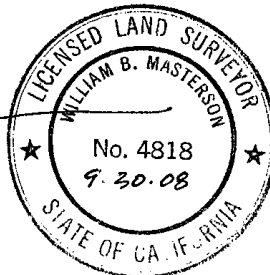
- 1) FROM THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 3919.52 FEET AND A CENTRAL ANGLE OF 02° 11' 36" FROM WHICH THE RADIUS POINT BEARS N54° 26' 41"E SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 150.04 FEET TO THE TRUE POINT OF BEGINNING
- 2) COUTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 3919.52 FEET THROUGH A CENTRAL ANGLE OF 04° 20' 39" FOR AN ARC LENGTH OF 297.18 FEET
- 3) S42° 52' 23"E FOR 499.97 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3944.52 FEET FROM WHICH THE RADIUS POINT BEARS N40° 37' 34"E
- 4) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 31' 17" FOR AN ARC LENGTH OF 173.58 FEET TO THE NORTHWESTERLY LINE OF CHESTNUT AVENUE, 112 FEET WIDE
- 5) N57° 58' 43"E ALONG SAID AVENUE FOR 90.50 FEET TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3859.53 FEET FROM WHICH THE RADIUS POINT BEARS N37° 38' 52"E
- 6) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 36' 13" FOR AN ARC LENGTH OF 983.73 FEET
- 7) S52° 15' 05"W FOR 59.99 FEET TO THE TRUE POINT OF BEGINNING

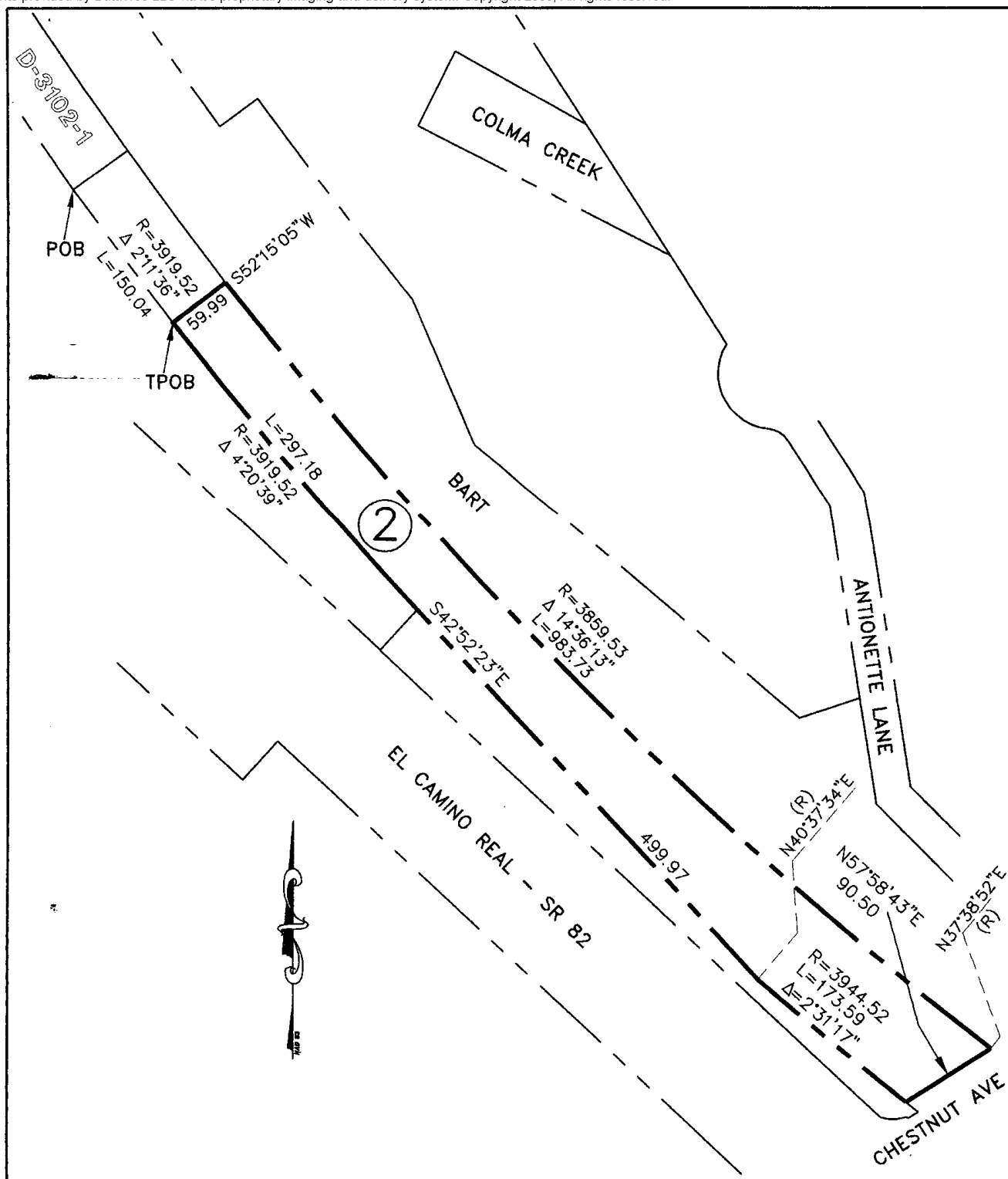
THE AREA OF THIS PARCEL IS 1.53 ACRES MORE OR LESS.

BEARINGS AND DISTANCES DESCRIBED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83. MULTIPLY DISTANCES BY 1.00007 TO OBTAIN GROUND LEVEL DISTANCES.

DESCRIPTION PREPARED BY:


WILLIAM MASTERSON, LS 4818
LICENSE EXPIRES 9-30-08
FEBRUARY 16, 2007





Approved:	WILSEY HAM 393 VINTAGE PARK DRIVE, SUITE 100, FOSTER CITY, CA 94404 (650)349-2151	JOB NO. 622-071
	CITY OF SOUTH SAN FRANCISCO STRIP PARK TAKE PARCEL 2 SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA	SCALE: 1"=120' DATE: 02-12-07

TAKE PARCEL 3

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

BOUNDED ON THE NORTHEAST BY PARCEL 5, SAN MATEO COUNTY LANDS, DESCRIBED IN THE DEED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1; ON THE NORTHWEST BY THE SOUTHEASTERLY BOUNDARY OF THE PARCEL CONVEYED BY ALVINA M. BORTIS TO KAISER FOUNDATION HOSPITALS BY DEED DATED SEPTEMBER 12, 1966 AND RECORDED SEPTEMBER 14, 1966 IN BOOK 5214 OF OFFICIAL RECORDS AT PAGE 708 (FILE NO. 95676-Z), ON THE SOUTHWEST BY THE PARCEL OF LAND CONVEYED BY JAMES L. FLOOD TO COUNTY OF SAN MATEO BY DEED DATED MARCH 10, 1913 AND RECORDED MAY 19, 1913 IN BOOK 225 OF DEEDS AT PAGE 14 (EL CAMINO REAL) IN THE SAN MATEO COUNTY RECORDS AND ON THE SOUTHEAST BY THE NORTHWESTERLY LINE OF CHESTNUT AVENUE

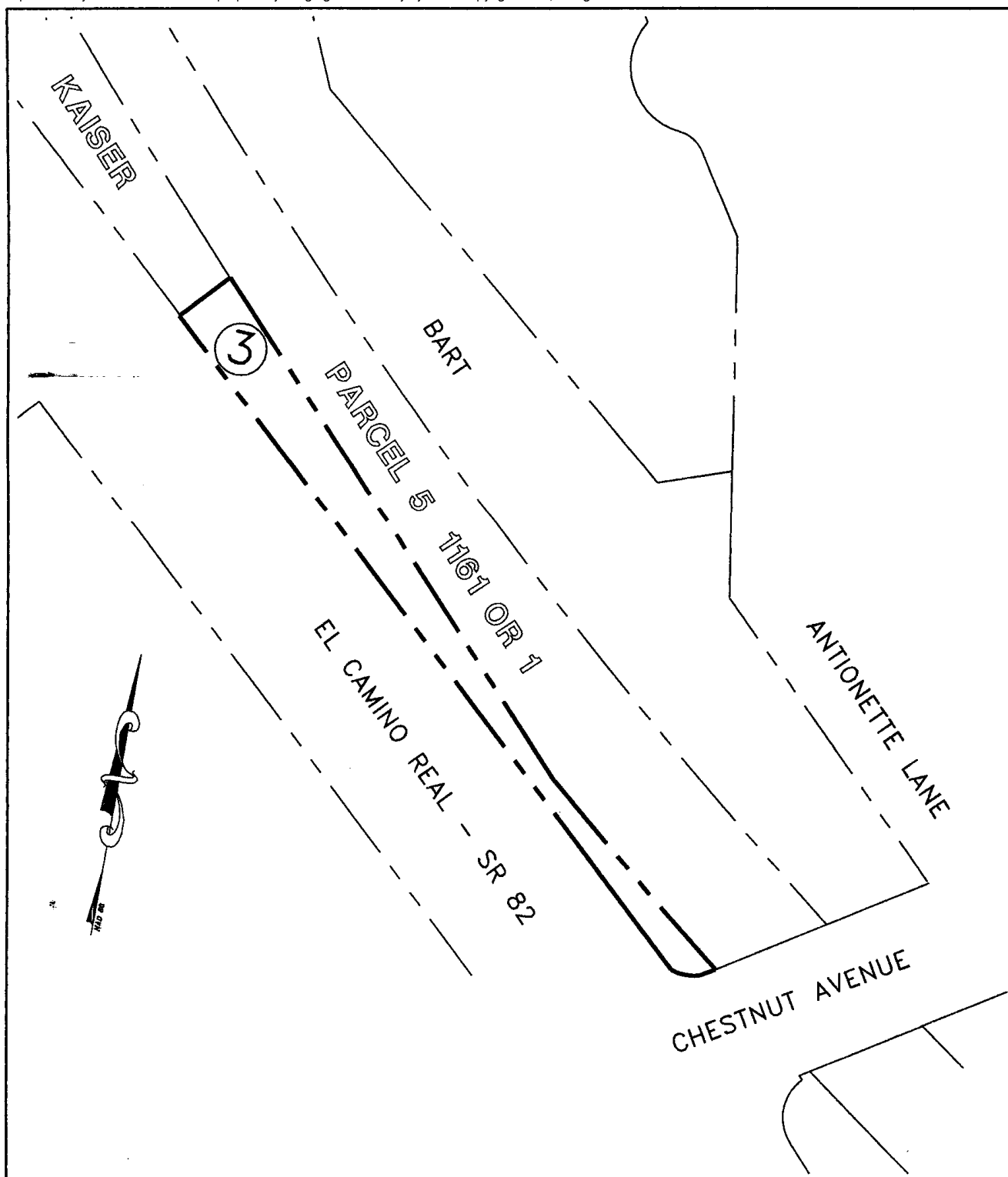
THE AREA OF THIS PARCEL IS 0.4 ACRES MORE OR LESS.

DESCRIPTION PREPARED BY:

William Masterson

WILLIAM MASTERSON, LS 4818
LICENSE EXPIRES 9-30-08
OCTOBER 3, 2005





Approved:	WILSEY HAM	JOB NO.
	393 VINTAGE PARK DRIVE, SUITE 100, FOSTER CITY, CA 94404 (650)349-2151	622-71
	CITY OF SOUTH SAN FRANCISCO	SCALE: 1"=100'
	STRIP PARK	DATE: 10-07-05
	TAKE PARCEL 3	
	SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA	

TAKE PARCEL 4

REAL PROPERTY IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, A PORTION OF PARCEL 6, SAN MATEO COUNTY LANDS, DESCRIBED IN THE DEED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1 AND A PORTION OF PARCEL 24 DESCRIBED IN THE DEED FROM THE SPRING VALLEY WATER COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN BOOK 491 OF OFFICIAL RECORDS AT PAGE 1 IN THE SAN MATEO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF PARCEL D-3106-4C DESCRIBED IN EXHIBIT A-15 ATTACHED TO THE FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO, ENTITLED "SAN MATEO COUNTY TRANSIT DISTRICT, PLAINTIFF, VS. CITY AND COUNTY OF SAN FRANCISCO, DEFENDANT," CASE NO. 405695 AND RECORDED FEBRUARY 11, 2004 UNDER RECORDER'S SERIES NO. 2004-025111 IN THE SAN MATEO COUNTY RECORDS

1) THENCE S54° 47' 38"E FOR 1143.32 FEET TO THE NORTHWESTERLY LINE OF PARCEL D-3106-1 DESCRIBED IN EXHIBIT A-12 ATTACHED TO SAID FINAL ORDER OF CONDEMNATION;

2) THENCE S35° 12' 22"W ALONG SAID LINE FOR 25.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL D-3106-1;

3) THENCE S54° 47' 38"E ALONG SAID LINE FOR 177.63 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 3754.56 FEET;

4) THENCE ALONG SAID CURVE AND PARCEL THROUGH A CENTRAL ANGLE OF 00° 06' 42" FOR AN ARC LENGTH OF 7.32 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL;

5) THENCE N35° 19' 05"E ALONG SAID LINE FOR 25.00 FEET TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3779.56 FEET FROM WHICH THE RADIUS POINT BEARS S35° 19' 04"W;

6) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 01' 46" FOR AN ARC LENGTH OF 529.67 FEET TO THE NORTHWESTERLY LINE OF WEST ORANGE AVENUE, 60 FEET WIDE;

7) THENCE S43° 47' 12"W ALONG SAID AVENUE FOR 89.99 FEET TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 3689.57 FEET FROM WHICH THE RADIUS POINT BEARS S43° 20' 11"W;

8) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 07' 49" FOR AN ARC LENGTH OF 523.56 FEET;

9) THENCE N54° 47' 38"W FOR 1320.96 FEET TO THE NORTHWESTERLY CORNER OF PARCEL D-3108-4 DESCRIBED IN EXHIBIT A-16 ATTACHED TO SAID FINAL ORDER OF CONDEMNATION;

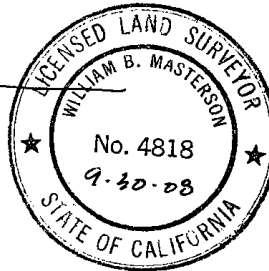
10) THENCE N35° 12' 22"E ALONG THE NORTHWESTERLY LINES OF SAID PARCELS D-3108-4 AND D-3106-4C FOR 89.99 FEET TO THE TRUE POINT OF BEGINNING.

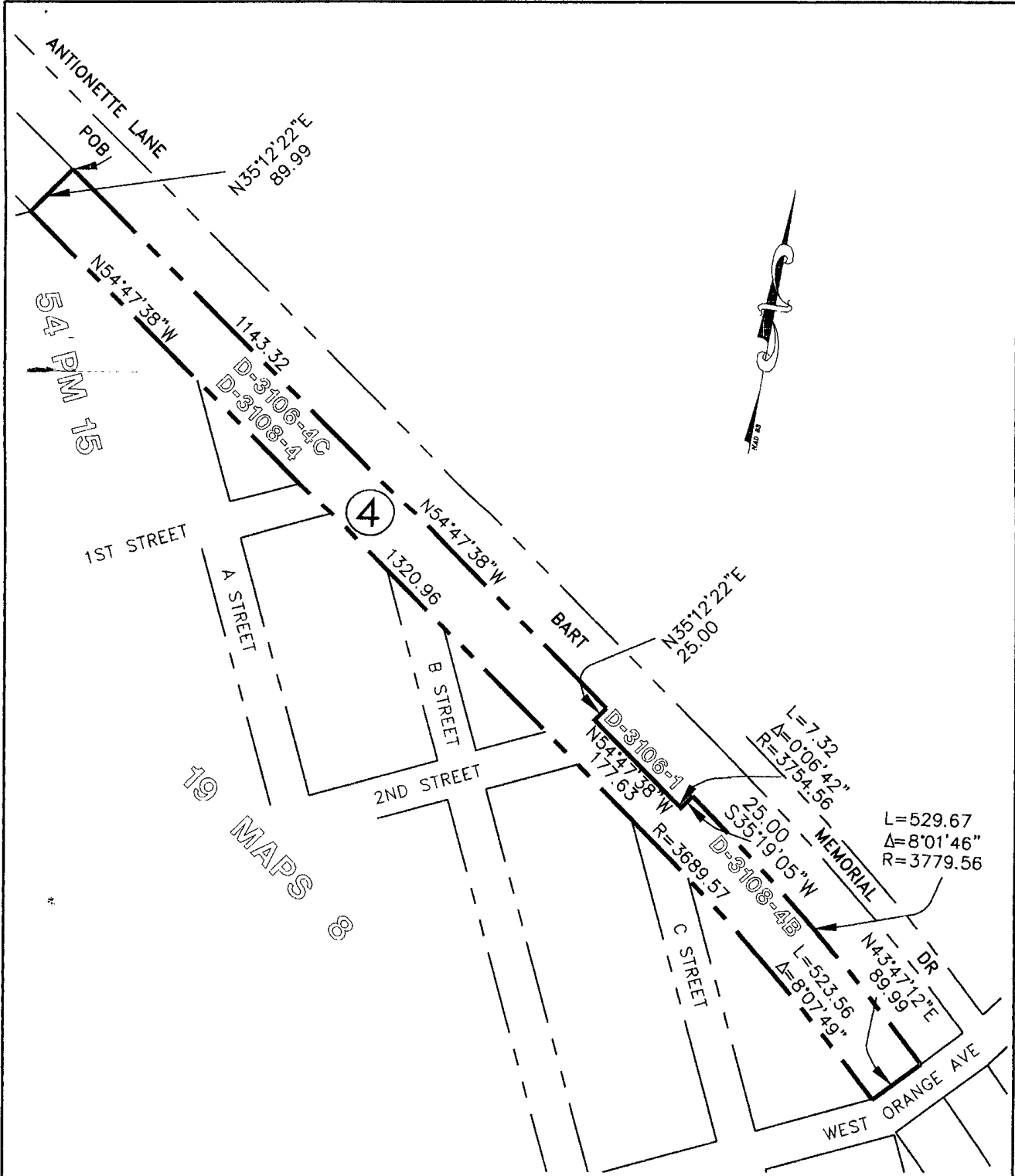
THE AREA OF THIS PARCEL IS 3.72 ACRES MORE OR LESS.

BEARINGS AND DISTANCES DESCRIBED HEREIN ARE BASED ON THE CALIFORNIA
COORDINATE SYSTEM ZONE 3, NAD 83. MULTIPLY DISTANCES BY 1.00007 TO OBTAIN
GROUND LEVEL DISTANCES.

DESCRIPTION PREPARED BY:


WILLIAM MASTERSON, LS 4818
LICENSE EXPIRES 9-30-08
OCTOBER 31, 2005





Approved:	WILSEY HAM	JOB NO.
	393 VINTAGE PARK DRIVE, SUITE 100, FOSTER CITY, CA 94404 (650)349-2151	622-71
	CITY OF SOUTH SAN FRANCISCO	SCALE: 1"=200'
	STRIP PARK	DATE: 10-31-05
	TAKE PARCEL 4	
	SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA	



City of South San Francisco Redevelopment Agency

January 30, 2008

Ms. Helen Dumont
Old Republic Title Company
927 Irving Street
San Francisco, CA 94122

RE: Property in South San Francisco, California known as:
APN 011-326-030
APN 093-331-020
APN 093-331-040
APN 093-312-050
APN 093-312-060
Escrow No. 0222007848-HD

Dear Ms. Dumont:

This letter constitutes the escrow instructions of the Redevelopment Agency of the City of South San Francisco, a public body corporate and politic (the "**Agency**") with respect to the above-referenced transaction.

These instructions are intended to be read jointly with instructions that will be provided to you separately by the City and County of San Francisco (the "**City**").

I. Description of the Transaction

Pursuant to a Purchase and Sale Agreement dated as of January ___, 2008 (the "**Agreement**"), the Agency intends to acquire the above referenced properties (the "**Property**") for a purchase price of Twenty-One Million Sixty Thousand Dollars (\$21,060,000) (the "**Purchase Price**"). Concurrently with the sale of the Property, the City is reserving an easement through the Property for certain underground water pipelines and related facilities, and certain underground water rights (the "**Easement Agreement**") and is assigning certain leases to the Agency pursuant to an Assignment and Assumption of Leases (the "**Assignment of Leases**").

II. Deposits into Escrow

You have received, or will receive the following:

1. A copy of the Agreement dated as of January __, 2008 duly executed by the City and the Agency.
2. A quitclaim deed dated as of January __, 2008 duly executed and acknowledged by the City (the "**City Quitclaim Deed**") conveying the Property to the Agency.
3. The Easement Agreement dated as of January __, 2008 duly executed by the City and the Agency
4. The Assignment of Lease dated as of January __, 2008 duly executed by the City and the Agency.
5. An affidavit of non-foreign status executed by the City ("**Affidavit**").
6. Agency's requisition for reimbursement for fifty percent (50%) of survey, engineering and mapping work prepared by Agency, up to a maximum amount of Fifty Thousand Dollars (\$50,000) pursuant to Section 8.1 of the Agreement (the "**Agency Demand**");
7. A requisition from Wilsey Ham for survey and mapping work prepared for the Easement Agreement ("**Wilsey Ham Demand**");
8. Funds from the Agency in an amount equal to the Purchase Price, in immediately available lawful funds of the United States; and
9. Funds from the Agency in an amount equal to all title insurance and title report costs, escrow fees, recording fees, governmental conveyance fees and transfer taxes, if any.

III. Conditions Of Closing

You may close this escrow only when all of the following conditions have been satisfied:

1. You hold the City Quitclaim Deed, the Easement Agreement and the Assignment of Leases duly executed by all parties thereto, and acknowledged where required (the "**Documents**") ; and
2. You have ensured that the proper legal descriptions and original signature pages are attached to the Quitclaim Deed and the Easement Agreement, and that all exhibits are properly attached to each document;
3. You hold all funds required to be deposited under Section II above;

4. You hold for Agency's account funds in the amount of the Agency Demand;
5. You hold for Wilsey Ham's account funds in the amount of the Wilsey Ham Demand;
6. You are prepared to comply with these instructions;
7. You have prepared and delivered to Agency a preliminary closing statement ("**Closing Statement**") for this transaction, reflecting all disbursements by the Agency and the recipients thereof, and all receipts due to Agency; and after approval of such preliminary closing statement, you shall have telephonically advised Mike Lappen at (650) 829-6628 of any change therein and received telephonic approval of any such change;
8. Old Republic Title Company is irrevocably committed to issue to Agency a 2006 ALTA owner's policy of title insurance, in the amount of the Purchase Price ("**Title Policy**") showing title to the Property as vested in the Agency free and clear of all liens, encumbrances, assessments, easements and exceptions but for the lien of current real property taxes not yet delinquent and subject only to those certain exceptions approved in writing by the Agency, including easement rights in favor of City pursuant to the Easement Agreement with CLTA 100 and CLTA 116 Endorsements; and
9. You have had personal or telephone contact with Mike Lappen at (650) 829-6628 or Stephanie Downs at (510) 808-2166 confirming that all other conditions to closing required by the Agency have been satisfied.

IV. Agency Closing Instructions

Upon fulfillment of all of the conditions set forth in Section III above, you are authorized and instructed to:

1. Record the City Quitclaim Deed in the Official Records of San Mateo County;
2. Record the Easement Agreement in the Official Records of San Mateo County;
3. Disburse to the City funds in the amount of the Purchase Price less prorations in the amount approved by Agency on the Closing Statement;
4. Disburse funds to Wilsey Ham in the amount of the Wilsey Ham Demand; and

5. Disburse to Old Republic Title funds in the amount approved by Agency on the Closing Statement for title insurance and title report costs, escrow fees, recording fees, governmental conveyance fees and transfer taxes, if any.

V. Closing Costs

The Agency is exempt from recording costs and property taxes. The cost of the title policy and all escrow, recording and other charges are to be paid pursuant to the instructions set forth in this letter.

VI. Delivery of Documents and Title Policy

Within two (2) business days following recordation of the Grant Deed, please send:

- (a) a conformed copy of each of the City Quitclaim Deed and the Easement Agreement, and the original Title Policy to the South San Francisco Redevelopment Agency, 400 Grand Avenue, South San Francisco, CA 94080, Attention: Agency Secretary; and
- (b) a conformed copy of each of the City Quitclaim Deed and the Easement Agreement and a copy of the Title Policy to Stephanie Downs at Meyers, Nave, Riback, Silver & Wilson, 555 12th Street, Suite 1500, Oakland, CA 94607.


VII. Modification.

These escrow instructions supplement any prior instructions of the Agency and may not be modified except by written, facsimile, or telephonic instruction of the undersigned or Mike Lappen. These instructions may be revoked by facsimile instruction of any of the foregoing at any time prior to closing.

VIII. Acknowledgement.

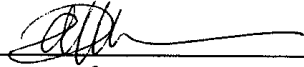
Please acknowledge your acceptance of, and agreement to comply with these instructions by signing a copy of this letter, and returning the signed original by mail. Notwithstanding the foregoing, your recordation of the City Quitclaim Deed shall constitute evidence of your agreement to comply with all of the instructions contained in this letter.

Very truly yours,


Barry Nagel
Executive Director

The undersigned acknowledges receipt of the above instructions and agrees to proceed in strict accordance therewith.

OLD REPUBLIC TITLE

By: 

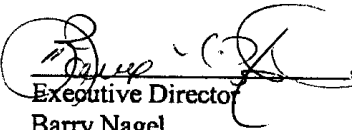
Name: Rpu Kaupen

Title: Recording for Old Republic

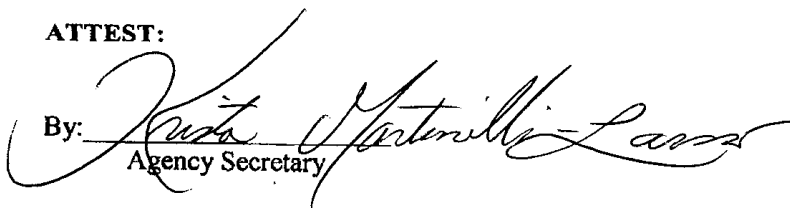
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated January 22, 2008, executed by the city and County of San Francisco to the City of South San Francisco Redevelopment Agency, a public body, corporate and politic ("Agency"), is hereby accepted on behalf of the Agency by its Executive Director pursuant to authority conferred by Resolution No. 05-2007, adopted by the Agency on July 11, 2007, and that the Agency consents to recordation of the Quitclaim Deed by its duly authorized officer.

Dated 1/30, 2008

By: 
Executive Director
Barry Nagel

ATTEST:

By: 
Agency Secretary

APPROVED AS TO FORM:

By: 
Agency Counsel