

DEPARTMENT OF TRANSPORTATION

P O BOX 23660  
 OAKLAND, CA 94623-0660  
 (510) 286-4444  
 TDD (510) 286-4454



December 8, 2000

Ms. Maria Ayerdi  
 Transportation Policy Advisor  
 Office of the Mayor  
 1 Dr. Carlton B. Goodlett Place, Room 200  
 San Francisco, CA 94102-4681

Re: Central Freeway Replacement Project Cooperative Agreement

Dear Ms. Ayerdi:

Enclosed for the City's files is a fully executed copy of Cooperative Agreement No. 4-1828-C (Document No. SF-38-014905), between the State and the City and County of San Francisco for the Central Freeway Replacement Project.

Sincerely,

HARRY Y. YAHATA  
 District Director

By

DUAT NGUYEN  
 District Branch Chief

Enclosure

14905

4-SF-101 R5.0/5.3

4-245-291001

Central Freeway Replacement

Agreement No. 4-1828-C

Document No.

SF-38-014905

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this "Agreement") is entered into effective NOV. 29, 2000, by and between the State of California, acting by and through its Department of Transportation, referred to herein as "State", and the City and County of San Francisco, a body politic and a municipal corporation of the State of California, referred to herein as "City".

RECITALS

WHEREAS, Section 72.1 of the Streets and Highways Code requires State to transfer to City that portion of State Highway Route 101 ("Route 101" or "the Central Freeway") between Market Street and Turk Street within the City (the "Property") and specifies that the State shall retain jurisdiction over the remaining portion of Route 101, including that portion between Mission Street and Market Street; and

WHEREAS, said Section 72.1 also requires that City use any proceeds from the disposition or use of the Property for the purpose of designing, constructing, developing, and maintaining the improvement of Octavia Street from Market Street north as a ground level boulevard (the "Octavia Street Project") until City's share of the cost of the Octavia Street Project is paid in full or funded from other sources, whereupon the City shall utilize any remaining proceeds from the sale of the Property solely for transportation and related purposes authorized under Article XIX of the California Constitution;

WHEREAS, under Section 72.1, the Legislature found and declared, among other things, that (i) the Central Freeway Replacement Project was selected by the State and City as an alternative transportation system to the Central Freeway which was damaged by the 1989 Loma Prieta Earthquake and (ii) the Central Freeway Replacement Project includes the State's Freeway Project (consisting of the State's demolition of the existing Central Freeway, construction of a

**DUPLICATE ORIGINAL**

new freeway between Mission Street and Market Street, and construction of ramps to, and from, the new freeway) and the City's Octavia Street Project; and

WHEREAS, the parties wish to set forth the respective obligations of the parties with respect to the transfer of the Property and the development, construction and maintenance of the Central Freeway Replacement Project.

**IT IS NOW MUTUALLY AGREED AS FOLLOWS:**

1. Transfer of Property:

- A. Pursuant to Section 72.1 of the Streets and Highways Code, State shall transfer to City all of State's right, title and interest in and to the Property located in the City and County of San Francisco designated as Parcels A through V, as more particularly described in Exhibits A and B, attached hereto and made a part hereof, together with any and all rights, privileges, and easements incidental or appurtenant thereto, within thirty (30) days following approval of the transfer by the California Transportation Commission (CTC) and execution of a Director's quitclaim deed (Deed) by the Director of Transportation of the State of California. State shall continue to own all highway improvements on Parcels M through V and shall retain a limited temporary easement over Parcels M through V, together with all necessary rights of access, for the purpose of maintaining, repairing, and operating said highway improvements located on such parcels until such time as said portion of the Route 101 freeway is closed to traffic and, subsequent to such closing, for the purpose of demolishing said portion of freeway and restoring the surface of the parcels to a reasonably usable condition, at which time the easement shall terminate. Said easement shall be in a form reasonably acceptable to City.
- B. State's reservation of a temporary easement over Parcels M through V, designated as Area 'A' in Exhibit B, includes retention of all airspace, surface and subsurface rights, including, without limitation, the improvements and structures upon such parcels and the right to continue to lease Parcels M through V until State has demolished the portion of Route 101 on Parcels M through V, at which time the easement shall terminate. Under said easement, State shall continue to act as the landlord under any leases existing on

Parcels M through V, and shall have all the rights and obligations of the landlord under such leases, including the obligation to evict any tenants in default of their lease at State's sole cost prior to State's demolition of the freeway.

- C. State shall transfer the Property by recording the Deed, in substantially the form attached hereto as Exhibit C, which is made a part hereof, in the Official Records of the City and County of San Francisco as soon as said Deed can be completed and a draft approved by City following approval of the transfer by the CTC.

2. Assignment of Leases:

- A. On the date of recordation of the Deed, State shall transfer all of its right, title and interest in and to existing leases on Parcels A through L of the Property only (Fell Street to Turk Street) while retaining the temporary easement and leases for Parcels M through V (Market Street to Fell Street) pursuant to the limited temporary easement described above in Section 1.
- B. Exhibit D, which is attached hereto and made a part hereof, ("Summary of Leases"), describes each of the leases. State will transfer these leases by executing two separate Assignments of Leases in the form attached hereto as Exhibit E (the "Assignment of Leases"), which is made a part hereof, and City shall accept such leases, pursuant to the Assignment of Leases. State shall execute the first Assignment of Leases for Parcels A through L on the date of recordation of the Deed and shall execute the second Assignment of Leases for Parcels M through V upon termination of the State's limited temporary easement.
- C. City hereby acknowledges that State has previously delivered to City copies of all Leases identified in Exhibit D.

- 3. As Is Condition. By entering into this Agreement, City agrees to accept the Property in its "as is" condition and State shall in no event be responsible for any protected cultural items, human remains, or hazardous materials (the "Hazardous Materials" as defined in federal, state and local laws, ordinances, rules and regulations in any way regulating issues focused on human health or safety and industrial hygiene and pertaining to the

protection of the environment or the pollution or contamination of the air, soil, surface water or groundwater) discovered on said Property unless directly caused by State after transfer of the Property to City.

4. Right of Entry. State hereby agrees to provide City and its agents reasonable access to the Property prior to recordation of the Deed for the purposes of satisfying City with respect to the condition of the Property including, without limitation, the drilling of test wells and the taking of soil borings and the City's performance of any necessary remediation of Hazardous Materials required of City as a consequence thereof (as between City and State, any ordered remediation shall be at City's sole cost regardless of how said Hazardous Materials were deposited or generated). Permission for such access prior to recordation of the Deed shall not be unreasonably withheld, subject to the existing lease agreements described in Exhibit D and an encroachment permit issued by State wherein City acknowledges its responsibility for any hazardous material discovered in the course of said testing.
  
5. No Waiver of Section 72.1 of Streets and Highways Code. State does not, by this Agreement, waive any claims to damages it has, or would have, by reason of City commencing but failing to complete City's obligations and liabilities incurred pursuant to Section 72.1 of the Streets and Highways Code. Nothing in this Agreement shall be deemed to be a waiver by City of City's rights to finally acquire the remaining identified portions of Route 101 right-of-way to be transferred pursuant to Section 72.1 of the Streets and Highways Code (Parcels M through V).
  
6. Indemnities (City): City will indemnify, defend and hold State harmless from any and all claims, losses, damages, suits, penalties, costs, expenses or liabilities (hereafter "Loss" or "Losses"), including, but not limited to, reasonable investigation costs, remediation costs, witness fees, and attorney's fees, which arise out of or are connected with the actions of City or its agents during any entry to or possession of the Property, including those parcels M through V for which State retains its limited operational and demolition

easements and leasehold rights, pursuant to the terms of this Agreement , or which losses arise from City's possession of the transferred Property.

7. Indemnities (State): Except to the extent Losses are attributable to City's actions or ownership, State will indemnify and hold City harmless from any and all Losses, including claims of injury or death or damage to property, which are claimed or filed against City by virtue of State's ownership of the Property and which result from any event (excluding Hazardous Materials spilled, generated or discharged unless directly caused by State after transfer of the Property to City) occurring before recordation of the Deed and any and all Losses arising out of or connected with any actions of State during State's operation of State Route 101 and any entry to or possession of Parcels M through V by State during State's continued easement and leasehold operations.
8. Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
9. Maintenance of the Property. Between the date of execution of this Agreement and the date the Deed is recorded, State shall maintain the Property in good order, condition and repair, reasonable wear and tear excepted and, except as otherwise provided herein, shall perform all work reasonably required to be done by the landlord under the terms of any Lease and shall make all repairs, maintenance and replacements and otherwise operate the Property in the same manner as if State were retaining said Property for operating purposes as State Route 101 until demolition of these improvements are scheduled and undertaken. After the date of recordation of the Deed, State will continue to maintain, clean, repair and otherwise operate, in the same manner as if State were retaining title to that portion of the Central Freeway located on Parcels M through V of the Property that remains open to public traffic until State demolishes the remaining Central Freeway structure. All of State's maintenance obligation set forth herein shall be at no cost to City.

10. City's consent to New Contracts Affecting the Property. Prior to entering into any lease or contract affecting the Property (excepting the Freeway Replacement Project demolition and construction contracts to be awarded by State), or any amendment thereof, or permitting any tenant of the Property to enter into any sublease, assignment or agreement pertaining to the Property, or waiving any rights of State under any lease or contract, State shall give City written notice thereof. In any event, any new leases shall be limited to parking lot uses by responsible operators as determined by State and shall be on State's standard form lease, including a ninety- (90-) day termination right by landlord, waiver of relocation benefits by tenant and a notice of the possible levy of a possessory interest tax in accordance with applicable state law.
11. Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, against receipt, (ii) one day after being deposited with a reliable overnight courier service, or (iii) five (5) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

City: Real Estate Division  
Administrative Services Department  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
Attn: Anthony J. DeLucchi  
Director of Property

State: California Department of Transportation  
111 Grand Avenue  
Oakland, CA 94621-3371

Mail to: P.O. Box 23440  
Oakland, CA 94623-0440  
Attn: R. A. Macpherson  
District Division Chief  
Right of Way

or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above.

12. Approval by City's Board of Supervisors and Mayor: Notwithstanding anything to the contrary contained in this Agreement, this Agreement and any obligations or liabilities of City hereunder are contingent upon approval of this Agreement and the transactions contemplated hereby by City's Board of Supervisors and Mayor, which they may give or withhold in their sole discretion. All of State's obligations hereunder are contingent upon the approval of the California Transportation Commission, and all of State's obligations other than the obligation to transfer the Property to the City are also subject to the passage of annual State Budget Acts funding this process and budget capacity to expend funds allocated to State.
13. Project Schedule: State and City agree to follow the Project Schedule set forth in Exhibit F, Central Freeway Replacement Project Schedule, attached hereto and made a part hereof. Both parties will take all reasonable actions to expedite completion of the Central Freeway Replacement Project.
14. Responsibility and Funding for Project.
  - A. Pursuant to Section 72.1(f)(2) of the Streets and Highways Code, the parties shall divide responsibilities and costs for the Central Freeway Replacement Project as set forth herein.
  - B. State shall be solely responsible, at State's sole cost, for the Freeway Project, including (i) demolition of the existing Central Freeway structure, (ii) construction of a new freeway between Mission and Market Streets in the City, and (iii) the construction of new ramps to and from that new freeway.



- C. City shall be solely responsible, at City's sole cost, for (i) preparation and operation of the interim traffic management plan required under Section 72.1(f)(2); (ii) the Octavia Street Project, including the improvement of Octavia Street as a ground level boulevard north from Market Street; and (iii) bringing portions of three City streets, Mission Street, South Van Ness Avenue and Van Ness Avenue which are to be adopted as a traversable portion of State Route 101, up to a State of Good Repair reasonably acceptable to State. The term "State of Good Repair" means that the City shall undertake restoration and rehabilitation of those portions of Mission Street, South Van Ness Avenue and Van Ness Avenue that will be adopted as a part of State Route 101 which work will include, but is not limited to, the following:
- Pavement Rehabilitation including grinding the roadway, digging out and repairing failed sections (4" depth), and overlaying the road (2" depth).
  - New pavement delineation as necessary.
  - Repair or upgrade of curb and gutter as necessary to meet Americans With Disabilities Act requirements.
  - Repair/installation of traffic signals, pedestrian signals, cabinets and street lighting as necessary.
  - Repair/replacement of signs and related hardware as necessary.
  - Repair/replacement of manhole covers, grates and any drainage related items as necessary.
- D. Exhibit G, Central Freeway Replacement Project Costs and Funds, attached hereto and made a part hereof, estimates the funding breakdown for the Project and segregates the estimated funding of the parties for the entire Central Freeway Replacement Project.
15. State agrees to enter into a Memorandum Of Understanding (MOU) with City setting forth procedures, reasonably acceptable to both State and City, coordinating the means by which City may obtain special permits for temporary closures of State Route 101 along Mission Street, South Van Ness Avenue and Van Ness Avenue due to special events or encroachment permits for City initiated capital improvement work within the limits of State Route 101 following the adoption of such streets by State as parts of State Route 101.

14905

CITY AND COUNTY OF SAN FRANCISCO,  
A Municipal Corporation



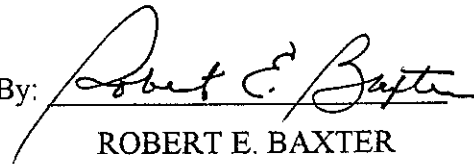
Mayor

STATE OF CALIFORNIA  
Department of Transportation

JEFF MORALES

Director of Transportation

\_\_\_\_\_  
Clerk of the Board of Supervisors

By:   
ROBERT E. BAXTER

District Division Chief -- Design West

RECOMMENDED:

By: 

Anthony J. DeLucchi  
Director of Property

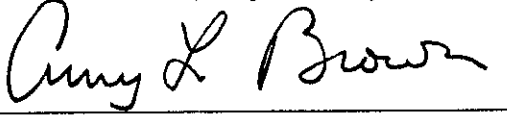
RECOMMENDED:

By: 

Edwin Lee  
Director of Public Works

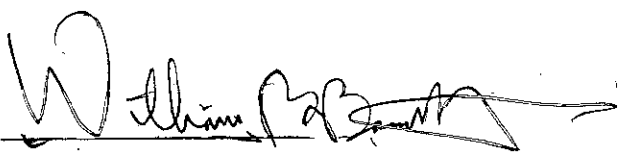
APPROVED AS TO FORM:

LOUISE H. RENNE, City Attorney

By: 

Deputy City Attorney

APPROVED AS TO FORM :

By: 

William Bassett

Department Counsel

14905

Certified as to Budgeting of Funds:<sup>\*</sup>  
*includes support costs*

*for* *Cynthia Stanton*  
District Budget Manager

Certified as to Financial Terms and Conditions:

*for* *Greg Bonham*  
Accounting Administrator

**EXHIBIT 'A'**  
**CENTRAL FREEWAY PROJECT**  
**Parcels to be Received from Caltrans**

No.	Blk/Lot	Location	Project Area (s.f.) *	Net of R/W **
A	761/27	SE cor. Turk & Gough Streets to Elm Street	18,310	18,310
B	761/23ptn	Elm Street to Golden Gate Avenue	13,802	13,802
C	768/13	SW Franklin & Golden Gate to Redwood St.	16,500	16,500
D	768/73	N. side of McAllister to Redwood Street	10,937	10,937
E	785/30ptn	South side of McAllister Street	22,384	22,384
E-st	785/33	Portion of Ash Street east of Gough Street	6,010	6,010
F	785/29ptn	N. Side of Fulton, NE cor. At Gough	18,439	18,439
G	792/28ptn	NE cor. Gough & Fulton Streets	13,790	13,790
H	793/36ptn	NW cor. Gough & Grove Streets	11,269	11,269
I	808/36	West side of Gough bet. Grove & Ivy Streets	16,240	16,240
J	808/39	E. side of Octavia bet. Ivy & Hayes Streets	17,398	17,398
K	817/30	E. side of Octavia bet. Hayes & Linden Streets	20,569	12,499
L	817/33	E. side of Octavia bet. Linden & Fell Streets	12,649	4,579
		<b>Total</b>	198,297	182,157

\* Total Project Area to be received from Caltrans. Above square footages approximate.

\*\*Net land area.

**EXHIBIT 'B'**  
**CENTRAL FREEWAY PROJECT**  
 Area "A" Parcels to be Received from Caltrans\*

No.	Blk/Lot	Location	Project Area (s.f.)**	Net of R/W***
M	832/26	E. side of Octavia bet. Fell & Hickory Streets	9,900	-
N	832/25	E. side of Octavia bet. Hickory & Oak Streets	9,900	-
O	831/24	W. side of Octavia bet. Fell & Hickory Streets	37,427	37,427
P	831/23	W. side of Octavia bet. Hickory & Oak Streets	49,500	49,500
Q	839/29	NW corner of Oak & Octavia Streets	4,650	4,650
R	838/35	E. side of Octavia bet. Oak & Lily Streets	10,500	2,790
S	838/34	E. side of Octavia bet. Lily & Page Streets	10,680	2,970
T	853/22	E. side of Octavia bet. Page & Rose Streets	13,212	5,502
U	853/21	E. side of Octavia bet. Rose & Haight Streets	13,200	5,490
V	855/11	E. side of Octavia, Haight St. to Market Street	30,336	12,244
		<b>Total</b>	189,305	120,573

\* State to retain an easement for all air space, surface and subsurface rights, including the right to lease these parcels, until such time as State's Freeway Demolition Project is declared complete by State.

\*\* Total Project Area to be received from Caltrans. Above square footages approximate.

\*\*\*Net land area.

**EXHIBIT 'C'**

Space above this line for Recorder's Use

**DIRECTOR'S DEED**  
(Quitclaim)

District	County	Route	Post Mile	Number
4	SF	101	R5.3/5.3	DK-015431-XX-XX

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby release and quitclaim to \_\_\_\_\_

all right, title and interest in and to all that real property in the \_\_\_\_\_ City and \_\_\_\_\_  
County of San Francisco, State of California, described as:

Please see ATTACHMENT "A" attached.

MAIL TAX  
STATEMENTS TO:

Number
DK-015431-XX-XX

## ATTACHMENT "A"

A portion of each of the parcels of land described in the deeds to the State of California recorded as follows:

<u>State Deed No.</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>
15431	March 16, 1955	6570	423
15744	June 1, 1956	6854	579
15746	January 26, 1956	6776	344
15747	September 30, 1955	6706	583
15748	November 30, 1955	6745	96
15749	May 12, 1955	6612	229
15750	September 29, 1955	6705	229
15752	June 15, 1955	6635	556
15755	December 17, 1956	6974	319
15756	March 6, 1956	6800	371
15757	August 18, 1955	6679	309
15758	July 10, 1956	6883	315
15761	March 22, 1956	6810	518
15762	December 13, 1955	6752	332
15764	November 2, 1955	6727	377
15766	July 19, 1955	6657	579
15768	July 6, 1955	6649	252
15773	April 17, 1957	7053	402
15778	September 20, 1955	6698	218
15780	July 1, 1955	6648	216
15781	September 8, 1955	6692	172
15790	July 17, 1953	6882	327
15797	November 14, 1956	6954	209

and all those parcels of land described in the deeds to the State of California recorded as follows:

15675	February 10, 1956	6786	189
15676	May 16, 1956	6845	293
15677	January 28, 1955	6536	551
15678	January 31, 1955	6537	482
15679	February 3, 1955	6540	291
15680	February 4, 1955	6542	21
15681	May 28, 1956	6852	559
15682	October 26, 1956	6943	257

Number
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15683	March 2, 1955	6559	596
15684	February 8, 1955	6544	96
15685	July 20, 1955	6658	545
15686	February 4, 1955	6542	18
15687	June 16, 1955	6636	446
15688	March 8, 1955	6564	487
15689	February 3, 1955	6540	281
15690	December 12, 1955	6751	617
15691	July 1, 1955	6648	200
15692	February 8, 1955	6544	93
15693	January 10, 1956	6766	529
15694(15695)	June 13, 1956	6861	81
15696	October 11, 1955	6713	118
15697	July 6, 1956	6876	497
15698	February 21, 1955	6553	40
15699	April 13, 1955	6591	392
15700	March 9, 1955	6565	223
15701	June 25, 1956	6869	219
15702	February 21, 1955	6553	37
15703	April 28, 1955	6602	83
15704	February 14, 1955	6548	34
15705	April 12, 1955	6590	155
15706	January 18, 1955	6529	434
15707	January 31, 1955	6537	485
15708	January 31, 1955	6537	492
15709	February 14, 1955	6548	46
15710	September 29, 1956	6705	433
15713	June 1, 1955	6624	524
15714	June 9, 1955	6631	188
15715	June 29, 1955	6645	351
15716	June 10, 1955	6630	438
15717	July 28, 1955	6665	137
15718	July 5, 1956	6875	282
15719	July 18, 1956	6883	318
15720	May 31, 1955	6624	360
15721	May 3, 1955	6605	180
15722	April 27, 1955	6601	223
15723	May 2, 1955	6604	347
15724	June 16, 1956	6864	502
15725	June 9, 1955	6631	507
15726	April 14, 1955	6591	569



Number
DK-015431-XX-XX

15727	June 29, 1956	6873	223
15728	July 15, 1955	6656	428
15729	May 23, 1955	6619	544
15730	July 1, 1955	6648	239
15731	March 27, 1957	7038	231
15732	January 18, 1956	6771	303
15733	July 17, 1956	6882	248
15734	December 12, 1955	6751	398
15735	July 27, 1956	6889	95
15736	December 21, 1956	6977	552
15737	May 29, 1957	7081	528
15738	October 4, 1956	6929	233
15740	January 3, 1956	6762	575
15742	July 15, 1955	6656	421
15743	June 3, 1955	6627	15
15745	March 26, 1957	7037	268
15751	October 28, 1955	6725	311
15753	June 28, 1956	6872	151
15754	June 15, 1956	6863	502
15759	January 30, 1956	6777	394
15760	May 31, 1955	6624	366
15765	February 27, 1956	6795	197
15767	December 19, 1956	6975	408
15769	August 23, 1955	6682	58
15770	September 30, 1955	6705	555
15771	August 29, 1956	6907	122
15775	December 21, 1956	6757	604
15776	June 15, 1956	6863	519
15777	December 9, 1955	6750	593
15782	January 4, 1957	6984	76
15783	October 10, 1956	6933	27
15784	September 16, 1955	6696	193
15785	February 18, 1957	7013	20
15786	April 17, 1957	7053	408
15788	December 13, 1955	6752	347
15789	October 3, 1956	6928	404
15791	January 5, 1956	6764	216
15796	August 30, 1956	6908	24
17003	August 3, 1954	6424	241

and a portion of each of the parcels of land described in the deeds to the State of California by Final Order of Condemnation recorded as follows:

Number
DK-015431-XX-XX

<u>Instrument</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>
Final Order of Condemnation Number 453103, Parcel 15739 and Parcel 15741	September 12, 1957	7146	342
Final Order of Condemnation Number 453518, Parcel 15763	October 30, 1957	7175	400
Final Order of Condemnation Number 458017, Parcel 16 (first and second)	May 1, 1957	7063	34
Final Order of Condemnation Number 456770, Parcel 9	February 6, 1957	7005	364

and all those parcels of land described in the deeds to the State of California by Final Order of Condemnation recorded as follows:

<u>Instrument</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>
Judgment in Condemnation Number 453518, Parcel 1 and Parcel 2	August 22, 1957	7134	477
Final Order of Condemnation Number 458017, Parcel 15	May 17, 1957	7074	77

All of Official Records of the City and County of San Francisco, being described, as a whole, as follows:

COMMENCING at the northerly corner of that parcel of land described in State Deed No.15674 recorded December 20, 1956 in Volume 6976, Page 384, Official Records of the City and County of San Francisco; thence along the southeasterly line of Market Street, S. 45°11'18" W., 123.51 feet; thence from a tangent that bears N. 19°54'46" W., along a curve to the right with a radius of 1078.00 feet, through an angle of 4°06'25", an arc length of 77.27 feet; thence N. 15°48'21" W., 102.39 feet to the southwesterly corner of the parcel of land described in

Number
DK-015431-XX-XX

said State Deed No. 15675; thence along the easterly line of Octavia Street, N. 9°05'00" W., 275.18 feet to the northwesterly corner of the parcel of land described in said State Deed No. 15681; thence N. 8°52'29" W., 68.55 feet to the southwesterly corner of the parcel of land described in said State Deed No. 15685; thence along last said easterly line of Octavia Street, N. 9°05'00" W., 120.29 feet to the northwesterly corner of last said parcel of land; thence N. 9°14'05" W., 34.91 feet to the southwesterly corner of the parcel of land described in said State Deed No. 15687; thence along last said easterly line of Octavia Street, N. 9°05'00" W., 56.56 feet; thence from a tangent that bears N. 16°10'25" W., along a curve to the left with a radius of 3472.00 feet, through an angle of 4°20'50", an arc length of 263.43 feet to a point of compound curvature; thence along a tangent curve to the left with a radius of 272.00 feet, through an angle of 16°23'35", an arc length of 77.82 feet to the westerly line of Octavia Street; thence along last said line, N. 9°05'00" W., 14.38 feet to the southeasterly corner of the parcel of land described in said State Deed No. 15788; thence along the southerly line of last said parcel of land, S. 80°55'00" W., 77.50 feet to the westerly line of last said parcel of land; thence along last said line and the westerly line of the parcel of land described in said State Deed No. 15789, N. 9°05'00" W., 59.99 feet to the southerly line of Oak Street; thence along last said line, N. 80°55'00" E., 19.83 feet; thence from a tangent that bears N. 56°50'17" W., along a curve to the left with a radius of 272.00 feet, through an angle of 35°09'29", an arc length of 166.90 feet to the northerly line of Oak Street; thence along last said line, S. 80°55'00" W., 205.71 feet to the easterly line of Laguna Street; thence along last said line, N. 9°05'00" W., 120.10 feet to the northwesterly corner of the parcel of land described in said State Deed No. 15702; thence N. 8°55'11" W., 34.78 feet to the southwesterly corner of the parcel of land described in said State Deed No. 15711; thence along last said easterly line of Laguna Street, N. 9°05'00" W., 120.19 feet to the southerly line of Fell Street; thence along last said line, N. 80°55'00" E., 302.40 feet to the easterly line of the parcel of land described in said State Deed No. 15719; thence along last said line, S. 9°05'00" E., 79.12 feet to the northerly line of the parcel of land described in said State Deed No. 15720, thence along last said line, N. 80°55'00" E., 27.49 feet to the easterly line of last said parcel of land; thence along last said line and the southerly prolongation thereof, S. 9°05'00" E., 52.45 feet; thence from a tangent that bears S. 58°44'19" E., along a curve to the right with a radius of 556.00 feet, through an angle of 3°35'36", an arc length of 34.87 feet to the southerly line of Hickory Street; thence along last said line, N. 80°55'00" E., 56.76 feet to said westerly line of Octavia Street; thence along last said line, S. 9°05'00" E., 63.80 feet; thence from a tangent that bears S. 46°20'06" E., along a curve to the right with a radius of 556.00 feet, through an angle of 14°02'13", an arc length of 136.21 feet to the southerly prolongation of said easterly line of Octavia Street; thence along last said prolongation and line, N. 9°05'00" W., 181.05 feet to the southerly line of Hickory Street; thence N. 8°34'58" W., 34.83 feet to the southwesterly corner of the parcel of land described in said State Deed No. 15727; thence along said easterly line of Octavia Street, N. 9°05'00" W., 120.12 feet to the northwesterly corner of last said parcel of land; thence N. 9°10'38" W., 68.49 feet to the southwesterly corner of the parcel of land described in said State Deed No. 15729; thence along last said easterly line

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of Octavia Street, N. 9°05'00" W., 120.17 feet to the northwesterly corner of the parcel of land described in said State Deed No. 15730, thence N. 9°17'59" W., 35.03 feet to the southwesterly corner of the parcel of land described in said State Deed No. 15732; thence along last said easterly line of Octavia Street, N. 9°05'00" W., 120.00 feet to the southerly line of Hayes Street; thence along last said line, N. 80°55'00" E., 56.46 feet to the southwesterly prolongation of the westerly line of the parcel of land described in said State Deed No. 15737; thence along last said prolongation and line, N. 21°14'39" E., 153.60 feet to the northerly line of last said parcel of land; thence along last said line, N. 80°55'00" E., 3.45 feet to the westerly line of the parcel of land described in said State Deed No. 15738; thence along last said line, N. 9°05'00" W., 56.11 feet to the southerly line of Ivy Street; thence along last said line, N. 80°55'00" E., 29.38 feet to the southerly prolongation of the easterly lines of PARCEL 1 and PARCEL 2, as said parcels are described in Director's Deed No. 15431-DD recorded October 24, 1956 in Volume 6941, Page 106, Official Records of the City and County of San Francisco; thence along last said prolongation and lines and their northerly prolongation, N. 21°14'39" E., 258.89 feet to the northerly line of Grove Street; thence along last said line, N. 80°55'00" E., 2.52 feet to the westerly line of the parcel of land described in said State Deed No. 15749; thence along last said line, N. 9°05'00" W., 4.31 feet to the easterly line of that parcel of land described in Director's Deed No. 15749-DD, recorded January 30, 1957, in Volume 7000, Page 246, Official Records of the City and County of San Francisco; thence along last said line and the westerly line of the parcel of land described in said State Deed No. 15753, N. 21°14'39" E., 212.52 feet to the northerly line of last said parcel of land; thence along last said line and the easterly prolongation thereof, N. 80°55'00" E., 5.43 feet; thence N. 9°05'00" W., 9.28 feet to the southerly prolongation of the easterly line of Excess Parcel 17, as said parcel is described in that Agreement (15746-T) for Transfer of Control and Possession of Land Owned by the State filed August 17, 1966, under Document No. 62-643 in the California State Archives, Sacramento, California, thence along last said prolongation and line, and the northerly prolongation thereof, N. 21°14'39" E., 349.40 feet; thence N. 80°55'00" E., 1.94 feet to the southerly prolongation of the general westerly line of the parcel of land described in said State Deed No. 15767; thence along last said prolongation and line, N. 9°05'00" W., 3.32 feet and along the easterly line of that parcel of land described in Director's Deed No. 15766-DD, recorded April 26, 1957, in Volume 7060, Page 113, Official Records of the City and County of San Francisco, and the northerly prolongation thereof, and along the westerly line of the parcel of land described in said State Deed No. 15772, N. 21°14'39" E., 327.24 feet to the westerly line of the parcel of land described in said State Deed No. 15774; thence along last said line and the northerly prolongation thereof, and the westerly line of the parcel of land described in said State Deed No. 15710, N. 9°05'00" W., 178.40 feet to the southerly line of Golden Gate Avenue, thence along last said line, S. 80°55'00" W., 11.06 feet to the southeasterly continuation of the general northeasterly line of PARCEL 1 described in that Agreement (15778-T) for Transfer of Control and Possession of Land Owned by the State Division of Highways in San Francisco, recorded September 7, 1961 in Book A313, Page 468, Official Records of the City and County of

San Francisco; thence along last said continuation and line, from a tangent that bears N. 27°06'32" W., along a curve to the left with a radius of 297.00 feet, through an angle of 29°49'04", an arc length of 154.56 feet; thence continuing along last said line, the southwesterly line of the parcel of land described in said State Deed No. 15777, the southwesterly line of the parcel of land described in said State Deed No. 15776 and its northwesterly prolongation, N. 56°55'36" W., 142.36 feet to the northerly line of Elm Street; thence along last said line, S. 80°55'00" W., 75.54 feet to the easterly line of Gough Street; thence along last said line, N. 9°05'00" W., 120.02 feet to the southerly line of Turk Street; thence along last said line, N. 80°55'00" E., 137.47 feet to the easterly line of the parcel of land described in said State Deed No. 15785; thence along last said line, S. 9°05'00" E., 62.78 feet to the northeasterly line of the parcel of land described in said State Deed No. 15786; thence along last said line and the southeasterly prolongation thereof, S. 56°55'36" E., 134.87 feet to the northwesterly continuation of the southwesterly line of PARCEL 2 of said Agreement (15778-T); thence along last said continuation and line, the northeasterly line of the parcel of land described in said State Deed Nos. 15782 and 15791, and the southeasterly continuation of last said northeasterly line, along a tangent curve to the right with a radius of 381.00 feet, through an angle of 33°53'06", an arc length of 225.33 feet to the southerly line of Golden Gate Avenue; thence along last said line, N. 80°55'00" E., 61.23 feet to the westerly line of Franklin Street; thence along last said line, S. 9°05'00" E., 175.50 feet to the northerly line of that parcel of land described in Director's Deed No. DD-015773-01-01 recorded September 15, 1977, in Volume C437, Page 262, Official Records of the City and County of San Francisco; thence along last said line and the northerly line of that parcel of land described in Director's Deed No. DD-015773-01-02, recorded January 8, 1985, under Recorder's Serial No. D595187, S. 81°30'06" W., 56.10 feet to the westerly line of last said parcel of land; thence along last said line and the general westerly line of that parcel of land described in said Director's Deed No. DD-015773-01-01, S. 21°14'39" W., 84.97 feet, and S. 9°05'00" W., 26.80 feet; thence along the southerly prolongation of last said course, S. 9°05'00" E., 68.58 feet to the southerly line of McAllister Street; thence along last said line, N. 80°55'00" E., 16.24 feet to the northeasterly corner of the parcel of land described in said State Deed No. 15796; thence along the easterly line of last said parcel of land, S. 9°05'00" E., 120.07 feet to the northerly line of Ash Street; thence along last said line, S. 80°55'00" W., 48.52 feet to the westerly line of that parcel of land described in Director's (Quitclaim) Deed No. DK-45725-1, recorded January 15, 1976, in Volume C114, Page 398, Official Records of the City and County of San Francisco, thence along last said line, the southeasterly line of the parcel of land described in said State Deed No. 15765, the westerly line of the Excess Parcel 16 of said Agreement (15746-T) and the southerly prolongation thereof, and along the westerly line of Excess Parcel 15 of said Agreement (15746-T), S. 24°30'04" W., 320.61 feet; thence continuing along last said line, the easterly line of the parcel of land described in State Deed No. 15754 and

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the southerly continuation thereof, and the westerly line of Excess Parcel 14 of last said Agreement (15746-T), along a tangent curve to the left with a radius of 6946.00 feet, through an angle of  $3^{\circ}15'25''$ , an arc length of 394.84 feet; thence continuing along last said westerly line and the southerly prolongation thereof, the easterly line of the parcel of land described in said State Deed No. 15745, the westerly line of that parcel of land described in Director's Deed No. 15741-DD, recorded February 2, 1962, in Volume A385, Page 158, Official Records of the City and County of San Francisco, and the southerly prolongation of last said line, S.  $21^{\circ}14'39''$  W., 339.84 feet to the northerly continuation of the easterly line of the parcel of land described in said State Deed No. 15736; thence along last said continuation and line, and the easterly line of the parcel of land described in said State Deed No. 15735, along a tangent curve to the left with a radius of 958.00 feet, through an angle of  $5^{\circ}26'40''$ , an arc length of 91.03 feet to the easterly line of the parcel of land described in said State Deed No. 15734; thence along last said line, S.  $9^{\circ}05'00''$  E., 55.22 feet to the northerly line of Linden Street; thence along last said line, S.  $80^{\circ}55'00''$  W., 23.54 feet to the northerly continuation of the easterly line of the parcel of land described in said State Deed No. 15731; thence along last said continuation and line, from a tangent that bears S.  $12^{\circ}12'32''$  W., along a curve to the left with a radius of 958.00 feet, through an angle of  $5^{\circ}21'32''$ , an arc length of 89.60 feet to the southerly line of last said parcel; thence along last said line, S.  $80^{\circ}55'00''$  W., 0.32 feet to the easterly line of the parcel of land described in said State Deed No. 15730; thence along last said line and the easterly line of the parcel of land described in said State Deed No. 15729, S.  $9^{\circ}05'00''$  E., 70.31 feet to the southerly line of last said parcel; thence along last said line, S.  $80^{\circ}55'00''$  W., 16.91 feet; thence S.  $0^{\circ}21'29''$  E., 69.29 feet to the northeasterly corner of the parcel of land described in said State Deed No. 15728; thence along the easterly line of last said parcel and the easterly line of the parcel of land described in said State Deed No. 15726, S.  $9^{\circ}05'00''$  E., 120.12 feet to the northerly line of Hickory Street; thence S.  $8^{\circ}43'00''$  E., 34.83 feet to the northeasterly corner of the parcel of land described in said State Deed No. 15724; thence along the easterly line of last said parcel, S.  $9^{\circ}05'00''$  E., 120.24 feet to the northerly line of Oak Street; thence S.  $13^{\circ}37'39''$  E., 68.38 feet to the northeasterly corner of the parcel of land described in said State Deed No. 15696; thence along the easterly line of last said parcel of land and the easterly line of the parcel of land described in said State Deed No. 15694, S.  $9^{\circ}05'00''$  E., 120.53 feet to the southerly line of last said parcel of land; thence S.  $11^{\circ}17'43''$  E., 34.70 feet to the northeasterly corner of the parcel of land described in said State Deed No. 15692; thence along the easterly line of last said parcel of land, S.  $9^{\circ}05'00''$  E., 120.09 feet to the northerly line of Page Street; thence S.  $26^{\circ}07'14''$  E., 71.82 feet to the northeasterly corner of the parcel of land described in said State Deed No. 15691; thence along the easterly line of last said parcel of land, S.  $9^{\circ}05'00''$  E., 120.07 feet to the southerly line of last said parcel of land; thence S.  $8^{\circ}58'57''$  E., 34.91 feet to the northeasterly corner of the parcel of land described in said State Deed No. 15683; thence along the easterly line of last said parcel of land, S.  $9^{\circ}05'00''$  E., 120.29 feet to the northerly line of Haight Street;

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thence S.11°06'24" E., 68.60 feet to the northeasterly corner of the parcel of land described in said State Deed No. 15682; thence along the general easterly line of last said parcel, S. 9°05'00" E., 60.82 feet; S. 72°12'52" E., 3.38 feet and S. 45°56'59" W., 6.83 feet to the easterly line of the parcel of land described in said State Deed No. 15676; thence along last said line and the southerly prolongation thereof, S. 11°16'02" E., 259.78 feet; thence along a tangent curve to the left with a radius of 802.00 feet, through an angle of 3°57'25", an arc length of 55.39 feet to the point of commencement.

CONTAINING 12.856 Acres, more or less.

RESERVING unto the State of California a temporary easement over the Parcels located within the area from Market Street through Fell Street which includes retention of all airspace, surface and subsurface rights, including, without limitation, the improvements and structures upon such parcels and the right to continue to lease said parcels until the State has demolished that portion of State Route 101 over those parcels located within the area from Market Street through Fell Street, at which time the easement shall terminate.

**EXHIBIT 'D'**  
**Summary of Leases**

**Turk Street to Fell Street**

<u>Ref. No.</u>	<u>Lease Number</u>	<u>Current Tenant</u>
A	SF-101-68	SF Redev Agency
B	SF-101-01	Car Park Management
C	SF-101-64	Federal Auto Parks
D	SF-101-02	Al Giannini
D	SF-101-65	Al Giannini
D	SF-101-66	Al Giannini
E, E-st	SF-101-03	SF Unified School Dist
F	SF-101-05	San Francisco Opera
G	SF-101-06	San Francisco Opera
H	SF-101-07	Safe Park Corp
I	SF-101-08	Safe Park Corp
J	SF-101-09	SF Symphony Association
K	SF-101-10	Safe Park Corp
L	SF-101-11	Safe Park Corp

**Fell Street to Market Street (Area "A")\***

<u>Ref. No.</u>	<u>Lease Number</u>	<u>Current Tenant</u>
M	SF-101-12	Park Bay
N	SF-101-15	Safe Park Corp
O	None	None
P	SF-101-13	B & A Towing
Q	SF-101-14	Safe Park Corp
R	SF-101-16	Car Park Management
S	SF-101-17	Gethsemane Church
T	SF-101-18	Car Park Management
U	SF-101-19	Car Park Management
V	SF-101-20	Americo Real Estate
V	SF-101-21	Americo Real Estate

\* State to retain an easement for all air space, surface and subsurface rights, including the right to lease these parcels, until such time as State's Freeway Demolition Project is declared complete by State.



**EXHIBIT 'E'**  
Assignment of Leases

THIS ASSIGNMENT is made and entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000 (Effective Date), by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation ("Assignor") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Assignee"),

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, effective as of the effective dates (as defined above) Assignor assigns and transfers to Assignee all of Assignor's right, title claim and interest in and under certain leases executed with respect to that certain real property designated as Parcels A through L or [M through V] (the Property), as more particularly described in the attached hereto Exhibit D, (collectively, the "Leases").

ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AND COVENANT AS FOLLOWS:

1. Assignor represents and warrants that as of the date of this Assignment and the Effective Dates the attached Exhibit D includes all of the leases and occupancy agreements affecting the listed Property parcels.
2. Assignee has reviewed the full text of each and every lease agreement referenced herein and understands all terms and conditions of each and every lease agreement referenced herein.
3. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating prior to the Effective Date and arising out of the landlord's obligations under the leases.
4. Effective as of the Effective Date, Assignee hereby assumes all of the landlord's obligations under the Leases and agrees to indemnify, defend and keep Assignor harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating subsequent to the Effective Date and arising out of the landlord's obligations under the leases. All obligations, if any, under State and Federal law pertaining to Relocation Assistance originating subsequent to the Effective Date shall rest with Assignee.
5. Any rental and other payments due a lessor under the Leases shall be prorated between the parties as of the Effective Date. On the effective Date, Assignor shall transfer to Assignee the entire security deposits for each of the Leases shown on Exhibit D.
6. Rent under the Leases shall not be apportioned as of the Effective date, regardless of whether or not such rents have paid to Assignor. With respect to any rent arrearage under the Leases outstanding as of the Effective Date, Assignee shall pay to Assignor any rent that is actually collected after the Effective Date and is applicable to the period preceding the Effective date; provided, however, that all rent collected by Assignee shall be applied first to all unpaid rent accruing on and after the Effective Date, and only then to unpaid rent accruing prior to the Effective Date. Assignee shall not be obligated to take any steps to recover any rent arrearage.

7. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

Assignor and Assignee have executed this Assignment effective as of the day and year first written above.

Approved as to form:

By \_\_\_\_\_  
ANTONIO R. ANZIANO  
Attorney, Caltrans

ASSIGNOR  
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
MARTA A. BAYOL  
Chief, Real Property Services

Approved as to form:  
LOUISE H. RENNE, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

ASSIGNEE  
CITY AND COUNTY OF CALIFORNIA  
A Municipal Corporation

By \_\_\_\_\_  
ANTHONY J. DELUCCHI  
Director of Property

**EXHIBIT 'F'**  
**CENTRAL FREEWAY REPLACEMENT PROJECT SCHEDULE**

November 2000	-	EA re-evaluation complete - FONSI issued
November 2000	-	Cooperative agreement signed
December 2000	-	Property transferred to City
April 2002	-	TSM improvements start construction (CITY)
January 2003	-	Demolition specifications out to bid (CALTRANS)
June 2003	-	TMP in place (CITY)
June 2003	-	Demolition begins (CALTRANS)
October 2003	-	New structure specifications out to bid (CALTRANS)
March 2004	-	Construction of new structure begins (CALTRANS)
March 2004	-	Construction of Octavia Blvd. Begins (CITY)
March 2005	-	Octavia Blvd. Construction complete (CITY)
April 2006	-	New structure complete (CALTRANS)

**EXHIBIT 'G'**  
**CENTRAL FREEWAY REPLACEMENT PROJECT**  
**COSTS and FUNDS**

- A. The Central Freeway Replacement Project consists of two parts. The first requires the State to complete its defined Freeway Replacement Project which includes, but is not limited to, demolishing the elevated structure between South Van Ness Avenue and Fell Street and constructing a new structure with ramps that touch down at Market Street. The second part requires that the City complete the Octavia Boulevard Project extending to Fell Street, which involves certain TSM measures to address comparable service and TMP measures to address traffic impacts during construction. Portions of Mission Street, South Van Ness Avenue and Van Ness Avenue that will be adopted into the State highway system as part of Route 101 need to be brought to a State of Good Repair by City.
- B. As provided in Streets and Highways Code Section 72.1 (SB 798), proceeds from the disposition of State owned right of way are to be used first for the design and construction of the Octavia Boulevard project in San Francisco. These right of way proceeds may be used to fund TSM/TMP costs and the cost of bringing portions of Mission Street, South Van Ness Avenue and Van Ness Avenue into a State of Good Repair for acceptance by State as part of Route 101. To the extent that proceeds from the sale or use of the transferred property exceeds the cost of City work, those additional unexpended receipts are to be expended by City pursuant to said Street and Highway Code section 72.1.
- C. The estimated costs associated with the Central Freeway Replacement Project are segregated as follows:

	<u>CITY</u>	<u>STATE</u>
Demolition	-	\$14,430,000
Octavia Boulevard	\$12,610,000	-
New Structure	-	\$35,100,000
TSM/TMP cost*	\$ 6,500,000	-
Mission St./South Van Ness Ave. Work*	\$ 2,000,000	-
Subtotal	\$21,110,000	\$49,530,000

**Total Project Cost** **\$70,640,000**

\*All costs are estimated, are not verified in any way and are subject to change.

D. Funding of the entire project, with a current estimated cost of \$70,640,000, is planned to be accomplished using the following sources:

City Funds	\$21,110,000
Available Federal ER	\$10,987,000
<u>STATE Funds</u>	<u>\$38,543,000</u>
<b>Total Project Cost</b>	<b>\$70,640,000</b>

FILE NO. 000667RESOLUTION NO. 469-00

1 [Real Property Acquisition]

2 APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
3 WITH THE STATE OF CALIFORNIA FOR THE ACQUISITION OF RIGHT OF WAYS TO  
4 CERTAIN PORTIONS OF ROUTE 101 (THE FORMER CENTRAL FREEWAY),  
5 LOCATED GENERALLY BETWEEN MARKET STREET AND TURK STREET  
6 PURSUANT TO AND CONSISTENT WITH THE INTENT OF SB798; ADOPTING  
7 FINDINGS THAT SUCH ACQUISITION IS CONSISTENT WITH THE CITY'S GENERAL  
8 PLAN AND EIGHT PRIORITY POLICIES OF THE CITY PLANNING CODE SECTION  
9 101.1; AND PLACING THE PROPERTY UNDER THE DEPARTMENT OF PUBLIC  
10 WORKS' JURISDICTION.  
11  
12

13 WHEREAS, Senate Bill No. 798 added Section 72.1 to the California Streets and Highway  
14 Code and requires the State of California, acting by and through its Department of Transportation  
15 ("Caltrans") to relinquish to the City and County of San Francisco ("City"), those portions of Route  
16 101 no longer required for right-of-way purposes; and,  
17

18 WHEREAS, Section 72.1 declares that those portions of the Route 101 right-of-way  
19 (commonly known as the Central Freeway) between Market and Turk Streets are no longer a state  
20 highway; and,  
21

22 WHEREAS, Caltrans has not completed the demolition and removal of the old Central  
23 Freeway structure from those portions of Route 101 to be relinquished and is agreeable to  
24 relinquishing the right of ways in two separate phases; and,  
25

(Real Estate)

Supervisor Leno

1           WHEREAS, City and Caltrans have discussed entering an Agreement which would require  
2 Caltrans to relinquish those portions of the Central Freeway where demolition has been completed  
3 within 30 days following approval of the transfer by the California Transportation Commission and  
4 the remainder of the Central Freeway upon completion of demolition; and,

5           WHEREAS, By letter dated March 28, 2000, a copy of which is on file with the Clerk of the  
6 Board of Supervisors in File No. 000667, the Department of City Planning reported its findings that  
7 the proposed acquisition of the Caltrans Property and any other portions of Route 101 from the State  
8 of California is consistent with the City's General Plan and with the Eight Priority Policies of City  
9 Planning Code Section 101.1; now, therefore, be it  
10

11           RESOLVED, That the Board of Supervisors adopts as its own and incorporates by reference  
12 herein as though fully set forth, the findings in the Department of City Planning's letter dated March  
13 28, 2000 that the acquisition of the Caltrans Property and any other portions of Route 101 from the  
14 State of California are (i) in conformity with General Plan, (ii) categorically exempt from  
15 Environmental Review under the California Environmental Quality Act (CEQA) because such an  
16 action does not constitute a "project" under CEQA Guidelines Section 15379 and would not result in  
17 physical environmental impacts, and (iii) consistent with the Eight Priority Policies of City Planning  
18 Code Section 101.1; and, be it  
19

20           FURTHER RESOLVED, That in accordance with the recommendation of the Director of  
21 Public Works and the Director of Property, the Board of Supervisors hereby authorizes the Mayor to  
22 enter into an Agreement with the State of California for the acquisition of right of ways for certain  
23 portions of Route 101 (including any waivers and indemnities of the State that are determined to be  
24  
25

1 appropriate by the Real Estate Division in consultation with the City Attorney's Office in a form  
2 approved by the City Attorney's Office); and, be it

3 FURTHER RESOLVED, That all actions heretofore taken by offices of the City with respect  
4 to the acquisition of the Caltrans Property are hereby approved, confirmed and ratified by this Board  
5 of Supervisors; and, be it

6 FURTHER RESOLVED, That upon approval of the Agreement by the California  
7 Transportation Commission, the Director of Property is hereby authorized and urged in the name and  
8 on behalf of the City to accept and have recorded by the County Clerk one or more relinquishment  
9 maps for the relinquishment of portions of the Central Freeway to the City in accordance with the  
10 terms and conditions of the Agreement, and to take any and all steps (including, but not limited to,  
11 the execution and delivery of Assignments of Leases and any and all other certificates, notices,  
12 consents, instructions and documents) as the Director of Property deems necessary or appropriate in  
13 order to consummate the relinquishment of such portions of the Central Freeway to the City pursuant  
14 to SB798; and, be it  
15

16 FURTHER RESOLVED, That City shall use any proceeds from the disposition of such  
17 portions of the Central Freeway first for designing, constructing, developing, and maintaining the  
18 Octavia Street Project and thereafter for transportation and related purposes, all as set forth in Section  
19 72.1 (f)(1) of the California Streets and Highways Code.  
20

21 RECOMMENDED:

22 (See File)

23 \_\_\_\_\_  
Director of Public Works

24 (See File)

25 \_\_\_\_\_  
Director of Property





# City and County of San Francisco

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4680

## Tails Resolution

**File Number:** 000667

**Date Passed:**

Resolution approving and authorizing the Mayor to enter into an agreement with the State of California for the acquisition of right of ways to certain portions of Route 101 (the former Central Freeway), located generally between Market Street and Turk Street pursuant to and consistent with the intent of SB798; adopting findings that such acquisition is consistent with the City's General Plan and Eight Priority Policies of the Planning Code Section 101.1; and placing the property under the Department of Public Works' jurisdiction.

May 3, 2000 Board of Supervisors — SUBSTITUTED

May 22, 2000 Board of Supervisors — ADOPTED

Ayes: 10 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Teng,  
Yaki, Yee  
Absent: 1 - Newsom