

File No. 250381

Committee Item No. 14

Board Item No. 9

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 14, 2025

Board of Supervisors Meeting Date May 20, 2025

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
|                                     |                                     | • Draft Purchase and Sale Agreement          |
|                                     |                                     | • Draft Quitclaim Deed                       |
| <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 type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PLN General Plan Referral 12/22/2022</u>            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>SSF Notice of Determination 12/19/2017</u>          |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>SFPUC Declaration of Underutilization 4/18/2024</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>SFPUC Resolution No. 24-0247 12/10/2024</u>         |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>SSF Resolution No. 153-2017 12/13/2017</u>          |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Map of Parcel 21</u>                                |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Presentation 5/14/2025</u>                      |
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Completed by: Brent Jalipa Date May 8, 2025

Completed by: Brent Jalipa Date May 15, 2025

1 [Sale of Real Property - Sale of Parcel 21 to the City of South San Francisco - Exempt  
2 Surplus Land - Not to Exceed \$132,000]

3 **Resolution 1) approving and authorizing the sale of an approximately 46,097-square-**  
4 **foot portion of the San Francisco Public Utilities Commission's (SFPUC) Parcel 21,**  
5 **located in South San Francisco, California, for \$132,000 to the City of South San**  
6 **Francisco; 2) adopting findings declaring that the property is "exempt surplus land"**  
7 **and "surplus land" under the State Surplus Lands Act (California Government Code,**  
8 **Section 54220 et seq); 3) adopting findings under the San Francisco Administrative**  
9 **Code, Section 23.3, that offering the property for sale through competitive bidding**  
10 **would be impractical and not in the public interest; 4) adopting findings that the sale is**  
11 **consistent with the General Plan, and the eight priority policies of Planning Code,**  
12 **Section 101.1; 5) authorizing the SFPUC General Manager and/or City's Director of**  
13 **Property to execute a Purchase and Sale Agreement and Quitclaim Deed, make certain**  
14 **modifications, and take certain actions in furtherance of this Resolution, as defined**  
15 **herein; and to authorize the SFPUC General Manager and/or City's Director of Property**  
16 **to enter into any additions, amendments, or other modifications to the Sale Agreement**  
17 **that do not materially decrease the benefits to the City with respect to the Property, and**  
18 **do not materially increase the obligations or liabilities of either the SFPUC or the City,**  
19 **and are necessary or advisable to complete the transaction contemplated in the Sale**  
20 **Agreement, to effectuate the purpose and intent of this Resolution.**

21  
22 WHEREAS, The City and County of San Francisco (City), through the San Francisco  
23 Public Utilities Commission (SFPUC), owns a 46,097-square-foot portion of that certain parcel  
24 in the City of South San Francisco (South San Francisco) described as Parcel 21 of San  
25 Mateo County Lands in the deed from Spring Valley Water Company to City, dated March 3,

1 1930, recorded in Vol. 493 of Official Records at page 1, in the Office of the Recorder of San  
2 Mateo County, State of California (the Subject Property); and

3 WHEREAS, In 2008, the SFPUC sold certain property interests to the former South  
4 San Francisco Redevelopment Agency, including portions of Parcel 21; and

5 WHEREAS, The unsold remainder of Parcel 21 constitutes the Subject Property and  
6 has never contained any SFPUC utility infrastructure; and

7 WHEREAS, South San Francisco has historically used the Subject Property as part of  
8 the public rights-of-way known as Mission Road and Antoinette Lane; and

9 WHEREAS, South San Francisco is constructing two major projects near the Subject  
10 Property, including its Civic Campus Project and a multi-phase residential project that will  
11 deliver 800 units of housing, a market hall, and a public plaza (together, the Projects); and

12 WHEREAS, While performing title research for the Projects, South San Francisco  
13 discovered the portion of its road network comprising the Subject Property is owned in fee by  
14 the City and following this discovery, South San Francisco requested the SFPUC's approval  
15 to construct improvements and install new utilities within the existing road; and

16 WHEREAS, The SFPUC authorized the new improvements and utilities through the  
17 issuance of Revocable License P4522, dated September 9, 2021, to South San Francisco,  
18 which authorized South San Francisco to operate and maintain a road and culvert, and to  
19 install, operate, and maintain utilities within the roadway; and

20 WHEREAS, South San Francisco anticipates future improvements to the Subject  
21 Property will be required for the Projects; and

22 WHEREAS, South San Francisco seeks to acquire the Subject Property to own its road  
23 network in fee, and to gain full control of its road infrastructure and all future improvements to  
24 facilitate work for the Projects and any future work that may be necessary within the Subject  
25 Property; and

1           WHEREAS, Under Administrative Code, Section 23.3, the City may convey the Subject  
2   Property to South San Francisco without a competitive bidding process if the Board of  
3   Supervisors determines a competitive process “is impractical, impossible, or is otherwise not  
4   in the public interest, including, for example only and not by way of limitation, when the Real  
5   Property is not capable of independent development, will be exchanged for other Real  
6   Property, or when the Board determines that a negotiated direct Conveyance of the Real  
7   Property will further a proper public purpose.” (Administrative Code, Section 23.3.); and

8           WHEREAS, A competitive bidding process is impractical and is otherwise not in the  
9   public interest because (i) the Property is currently used as a public city street and is not  
10   capable of independent development; (ii) the sale will support the continued use of the  
11   Property as a public city street, including the construction of new infrastructure to support the  
12   Projects; and (iii) the Property’s location and current use make use by any other entity  
13   impractical; and

14           WHEREAS, On April 24, 2024, the Assistant General Managers of the SFPUC’s Power  
15   Enterprise, Wastewater Enterprise, and Water Enterprise each declared that the Property is  
16   not essential to the SFPUC’s utility needs; and

17           WHEREAS, The Property is “surplus land,” as defined in California Government Code,  
18   Section 54221(b), because it is owned in fee simple by City and not necessary for City’s use;  
19   and

20           WHEREAS, The Property is “exempt surplus land,” as defined in California  
21   Government Code, Section 54221(f)(1)(D), because it is surplus land that the City is  
22   transferring to another local, state, or federal agency for the agency’s use; and

23           WHEREAS, South San Francisco made an offer of fair and just compensation for  
24   \$132,000 for its purchase of the Property, in accordance with California Government Code,  
25   7267.2; and



1           WHEREAS, The purchase price for the Subject Property is equal to its appraised  
2 value, as set forth in an Appraisal Report with a Date of Value of September 24, 2024,  
3 performed by Erik Woodhouse, MAI of Associated Right of Way Services, Inc., and approved  
4 by City's Director of Property on October 24, 2024, in accordance with Chapter 23 of the  
5 City's Administrative Code; and

6           WHEREAS, SFPUC staff, through consultation with the Office of the City Attorney,  
7 have negotiated with South San Francisco the proposed terms and conditions of South San  
8 Francisco's fee acquisition of the Property for a purchase price of \$132,000 on an "as-is with  
9 all faults" basis, as set forth in the form of an Agreement for Purchase and Sale of Real Estate  
10 (Agreement) and Quitclaim Deed; and

11           WHEREAS, On December 13, 2017, the City of South San Francisco, acting as the  
12 CEQA lead agency, certified a Supplemental EIR for the Community Civic Campus Project;  
13 and

14           WHEREAS, On November 13, 2019, the City of South San Francisco adopted a  
15 Resolution that determined that the Former SFPUC Opportunity Site Residential Project was  
16 consistent with the Redevelopment Plan Program EIR and Community Civic Campus Project  
17 Supplemental EIR based on an Environmental Consistency Analysis pursuant to CEQA  
18 Guidelines section 15168(c); and

19           WHEREAS, The Redevelopment Plan Program EIR, Community Civic Campus Project  
20 Supplemental EIR, associated CEQA Findings, Supplemental EIR Mitigation Monitoring and  
21 Reporting Program, and Former SFPUC Opportunity Site Residential Project Environmental  
22 Consistency Analysis that are part of the record of this approval are available for public review  
23 at the SFPUC offices, Real Estate Services Division, 525 Golden Gate Avenue, 10th Floor,  
24 San Francisco, California; and

1 WHEREAS, Staff has determined that since the City of South San Francisco adopted  
2 the Program EIR, Supplemental EIR, and Environmental Consistency Analysis, there have  
3 been no substantial changes in the Redevelopment Plan, Community Civic Campus Project,  
4 and Former SFPUC Opportunity Site Residential Project or changes in Project circumstances  
5 that would result in new significant environmental effects or an increase in the severity of  
6 previously identified significant impacts, and there is no new information of substantial  
7 importance that would change the conclusions set forth in the Program EIR, Supplemental  
8 EIR, and Environmental Consistency Analysis; and

9 WHEREAS, The SFPUC Commission, acting as a responsible agency under the  
10 CEQA Guidelines sections 15096 and 15381, has reviewed the Program EIR, Supplemental  
11 EIR, and Environmental Consistency Analysis and has determined that the approval and  
12 execution of the Purchase and Sale Agreement and Quitclaim Deed is within the scope of the  
13 Project's CEQA approval and that the Program EIR, Supplemental EIR, and Environmental  
14 Consistency Analysis and other materials are adequate for use in approval and execution of  
15 the Purchase and Sale Agreement and Quitclaim Deed; and

16 WHEREAS, On December 10, 2024, by Resolution No. 24-0247, the SFPUC  
17 Commission approved the terms and conditions of the Agreement and authorized and  
18 directed the General Manager to execute the Agreement and Quitclaim Deed and declared  
19 the Property surplus to the SFPUC's utility needs in accordance with Section 8B.121(e) of the  
20 City Charter pursuant to Administrative Code, Section 23.3; now, therefore, be it

21 RESOLVED, That this Board of Supervisors hereby declares the Property surplus to  
22 the SFPUC's utility needs in accordance with Section 8B.121(e) of the City Charter; and, be it

23 FURTHER RESOLVED, That this Board of Supervisors finds that the Property is  
24 "surplus land," as defined in California Government Code, Section 54221(b), because it is  
25 owned in fee simple by City and not necessary for City's use; and, be it

1 FURTHER RESOLVED, That this Board of Supervisors finds, in consideration of the  
2 foregoing, that the Property is "exempt surplus land," as defined in California Government  
3 Code, Section 54221(f)(1)(D), because it is surplus land that the City is transferring to another  
4 local agency for the agency's use; and, be it

5 FURTHER RESOLVED, This Board of Supervisors hereby determines in accordance  
6 with Section 23.3 of the Administrative Code, that a competitive bidding process for the  
7 conveyance of the Property is impractical and is otherwise not in the public interest because  
8 (i) the Property's location, dimension, and current use make its use by any other entity  
9 impractical; (ii) the sale of the Property to South San Francisco will support the continuation of  
10 the Property's current use as portions of public city streets; and (iii) the sale of the Property to  
11 South San Francisco will avoid the costly risk of eminent domain litigation; and, be it

12 FURTHER RESOLVED, That, in accordance with the SFPUC's recommendations, this  
13 Board approves and authorizes the City to sell the Property to the City of South San Francisco  
14 for \$132,000; and, be it

15 FURTHER RESOLVED, That this Board of Supervisors hereby approves the terms and  
16 conditions of the Agreement and authorizes and directs the General Manager and/or City's  
17 Director of Property to take all actions necessary or appropriate to sell the Property and  
18 effectuate the Agreement and this Resolution, and, be it

19 FURTHER RESOLVED, That the SFPUC General Manager and/or City's Director of  
20 Property is authorized and urged in the name and on behalf of the City and County of San  
21 Francisco to execute the Agreement and Quitclaim Deed in substantially the form presented  
22 to the Board and to take any and all steps (including, but not limited to, the execution and  
23 delivery of any and all certificates, agreement, notices, consents, escrow instructions, closing  
24 documents, and other instruments or documents) as the Director of Property or the SFPUC  
25 General Manager deems necessary or appropriate in order to consummate the sale

1 contemplated by the Agreement, or otherwise effectuate the purpose and intent of this  
2 resolution, such determination to be conclusively evidenced by the execution and delivery by  
3 the Director of Property and/or the SFPUC General Manager of any such documents; and, be  
4 it

5 FURTHER RESOLVED, That in accordance with the recommendation of the SFPUC  
6 General Manager, the Board ratifies, approves, and authorizes all actions heretofore taken by  
7 any City official in connection with the Agreement and the transaction contemplated thereby;  
8 and, be it

9 FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the SFPUC  
10 General Manager and/or City's Director of Property to enter into any amendments or  
11 modifications to the Agreement and Quitclaim Deed, including without limitation any exhibits  
12 or attachments to the Agreement and Quitclaim Deed, that the General Manager determines,  
13 in consultation with the City Attorney, are in the best interest of the City; do not materially  
14 increase the obligations or liabilities of the City; are necessary or advisable to effectuate the  
15 purposes and intent of the Agreement, Quitclaim Deed, or this resolution; and are in  
16 compliance with all applicable laws, including the City Charter; and, be it

17 FURTHER RESOLVED, That within thirty (30) days after the Closing (as defined in the  
18 Agreement), the SFPUC shall provide any applicable final contracts to the Clerk of the Board  
19 for inclusion into the official file.  
20  
21  
22  
23  
24  
25

**AGREEMENT FOR SALE OF REAL ESTATE**

**by and between**

**CITY AND COUNTY OF SAN FRANCISCO,  
by and through its Public Utilities Commission,  
a California municipal corporation,**

**as Seller,**

**and**

**CITY OF SOUTH SAN FRANCISCO,  
a California municipal corporation**

**as Buyer,**

**for the sale and purchase of**

**an approximately 46,097 square foot portion of SFPUC Parcel 21,  
located in South San Francisco, California**

**\_\_\_\_\_, 2025**

## TABLE OF CONTENTS

	<u>Page</u>
1. SALE AND PURCHASE .....	2
1.1 Property Included in Sale .....	2
2. PURCHASE PRICE .....	2
3. TITLE .....	2
3.1 Conditions of Title .....	2
3.2 Buyer’s Responsibility for Title Insurance .....	3
4. “AS-IS” PURCHASE; RELEASE OF CITY .....	3
4.1 Buyer’s Independent Investigation .....	3
4.2 Property Disclosures .....	4
4.3 Entry and Indemnity .....	4
4.4 “As-Is” Purchase .....	4
4.5 Release of City .....	5
5. CONDITIONS PRECEDENT .....	6
5.1 Buyer’s Conditions Precedent .....	6
5.2 Contingency Period .....	6
5.3 City’s Condition Precedent .....	6
5.4 Failure of City’s Conditions Precedent .....	7
6. ESCROW AND CLOSING .....	7
6.1 Escrow .....	7
6.2 Closing Date .....	7
6.3 Deposit of Documents and Funds .....	7
6.4 Prorations .....	8
6.5 Title Company as Real Estate Reporting Person .....	8
7. RISK OF LOSS .....	8
7.1 Loss .....	8
8. EXPENSES .....	9
8.1 Expenses .....	9
8.2 Brokers .....	9
9. LIQUIDATED DAMAGES .....	9
10. GENERAL PROVISIONS .....	9
10.1 Notices .....	9
10.2 Successors and Assigns .....	10

10.3	Amendments .....	10
10.4	Authority of Buyer .....	10
10.5	Buyer’s Representations and Warranties .....	11
10.6	Governing Law .....	11
10.7	Merger of Prior Agreements .....	11
10.8	Parties and Their Agents .....	11
10.9	Interpretation of Agreement.....	11
10.10	Attorneys’ Fees .....	12
10.11	Time of Essence .....	12
10.12	No Merger .....	12
10.13	Non-Liability of City Officials, Employees and Agents .....	12
10.14	Conflicts of Interest.....	12
10.15	Notification of Limitations on Contributions .....	12
10.16	Sunshine Ordinance .....	13
10.17	Tropical Hardwood and Virgin Redwood Ban .....	13
10.18	No Recording .....	13
10.19	Effective Date .....	13
10.20	Severability .....	13
10.21	Acceptance by Buyer .....	14
10.22	Counterparts .....	14
10.23	Cooperative Drafting .....	14

## **LIST OF EXHIBITS**

EXHIBIT A	DESCRIPTION OF PROPERTY
EXHIBIT B	DEPICTION OF PROPERTY
EXHIBIT C	FORM OF QUITCLAIM DEED



**AGREEMENT FOR SALE OF REAL ESTATE**

(an approximately 46,097-square foot portion of SFPUC Parcel 21 located in  
South San Francisco, California)

THIS AGREEMENT FOR SALE OF REAL ESTATE (“**Agreement**”) dated for reference purposes only as of \_\_\_\_\_, 2025, is by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a California municipal corporation (“**City**” or “**Seller**”), by and through its Public Utilities Commission (“**SFPUC**”), and the **CITY OF SOUTH SAN FRANCISCO**, a California municipal corporation (“**Buyer**”). Seller and Buyer are sometimes collectively referred to in this Agreement as the “**Parties**” or singularly as “**Party**.”

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

**A.** City, under the SFPUC, owned right of way parcels in the City of South San Francisco, including SFPUC Parcel No. 21 (“**Parcel 21**”). Parcel 21 never contained any SFPUC utility infrastructure.

**B.** The SFPUC sold certain property interests to the former South San Francisco Redevelopment Agency in 2008 including portions of Parcel 21. Parcel 21 is and has been entirely encumbered by portions of Buyer’s public streets and a public drainage channel. The remainder of Parcel 21 not sold to the former South San Francisco Redevelopment Agency in the 2008 constitutes the property included in this sale (“**Property**”). The Property is described in Section 1.1 [Property Included in Sale] below.

**C.** The Property is subject to SFPUC License P4522, dated September 9, 2021, issued to Buyer for the construction of improvements to the existing road and culvert, and the installation of new utilities (“**License**”). The Parties acknowledge that the Property is under the possession and control of Buyer. City will revoke the License at Closing (defined in Section 2(b) [Purchase Price] below).

**D.** Buyer has two major projects ongoing near the Property:

- (1) a project that contains three vertical development structures on three parcels that will deliver roughly 800 units of housing, of which 158 units are 100% affordable housing, a childcare center, a market hall with a public plaza, public open space in the form of a community park and picnic area, and the completion of the existing Centennial Trail; and
- (2) a new Library and Parks and Recreation building that will include playground areas for children, a large synthetic turf exercise and playing field, and a special garden area for quiet socializing among wildflowers and native grasses that attract pollinators and butterflies (together, the “**Projects**”).

Buyer seeks to acquire the Property to facilitate the Projects.

**E.** On \_\_\_\_\_, 202\_\_, the SFPUC Commission adopted Resolution No. \_\_\_\_\_ declaring the Property as “surplus land” and “exempt surplus land” under the State Surplus Lands Act (California Government Code Section 54220, et seq.). Because the Parties are public agencies, the State Surplus Lands Act noticing requirements do not apply to the sale of the Property as contemplated in this Agreement.

**F.** City's Board of Supervisors approved the sale of the Property to Buyer on the terms and conditions set forth below, pursuant to Resolution No. \_\_\_\_\_.

**G.** Buyer desires to purchase the Property and City is willing to sell the Property, subject to approval by City's Board of Supervisors and Mayor, on the terms and conditions set forth below.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **1. SALE AND PURCHASE**

### **1.1 Property Included in Sale**

Subject to the terms, covenants, and conditions set forth in this Agreement, City agrees to sell to Buyer, and Buyer agrees to purchase from City, City's interest in the Property, as more particularly described in the attached **Exhibit A**, and shown generally on the map attached as **Exhibit A-1**.

## **2. PURCHASE PRICE**

The purchase price for the Property is One Hundred Thirty Two Thousand Dollars (\$132,000) (the "**Purchase Price**"). Buyer will pay the Purchase Price as follows:

(a) Within five (5) business days after the date this Agreement is executed by the Parties, Buyer will deposit into escrow with Old Republic Title ("**Title Company**"), 167 S. San Antonio Road, #5, Los Altos, CA 94022, Attention: Angie Civjan, the sum of Two Thousand Eight Hundred Twenty and no/100 Dollars (**\$2,820**) as an earnest money deposit ("**Initial Deposit**"). Before the expiration of the Contingency Period as provided in **Section 5.2** [Contingency Period] below, Buyer will increase the Initial Deposit to Nine Thousand Four Hundred and no/100 Dollars (**\$9,400**) by depositing into escrow with the Title Company an additional Six Thousand Five Hundred Eighty and no/100 Dollars (**\$6,580**) ("**Second Deposit**," together with the Initial Deposit, the "**Deposit**") in all cash. The Deposit will be held in an interest-bearing account, and all interest thereon will be deemed a part of the Deposit. At the Closing (defined below), the Deposit will be paid to City and credited against the Purchase Price.

(b) Buyer will pay the balance of the Purchase Price, which is One Hundred and Twenty Two Thousand Six Hundred and no/100 Dollars (\$122,600) to City at the consummation of the purchase and sale contemplated by this Agreement (the "**Closing**").

All sums payable under this Agreement including the Deposit, will be paid in immediately available funds of lawful money of the United States of America.

## **3. TITLE**

### **3.1 Conditions of Title**

At the Closing, City will quitclaim interest in and to the Property to Buyer by quitclaim deed in the form attached as **Exhibit C** (the "**Deed**"). Title to the Property will be subject to (a) liens of local real estate taxes and assessments, (b) all existing exceptions and encumbrances, whether or not disclosed by a current preliminary title report or the public records or any other documents reviewed by Buyer pursuant to **Section 5.1** [Buyer's Conditions Precedent] below, and any other exceptions to title that would be disclosed by an accurate and thorough investigation, survey, or inspection of the Property, and (c) all items of which Buyer has actual or constructive notice or knowledge. All of the foregoing exceptions to title are referred to

collectively as the “**Conditions of Title.**” Without limiting the foregoing, Buyer acknowledges receipt of a litigation guarantee issued by the Title Company under Order No. 2202068007-PL, dated January 18, 2023, covering the Property and approves all of the exceptions contained therein.

### **3.2 Buyer’s Responsibility for Title Insurance**

Buyer understands and agrees that the right, title and interest in the Property will not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. Buyer recognizes that any fences or other physical monument of the Property’s boundary lines may not correspond to the legal description of the Property. City will not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters that an accurate survey or inspection might reveal. It is Buyer’s sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

## **4. “AS-IS” PURCHASE; RELEASE OF CITY**

### **4.1 Buyer’s Independent Investigation**

Buyer represents and warrants to City that Buyer has performed a diligent and thorough inspection and investigation of each and every aspect of the Property, either independently or through agents of Buyer’s choosing, including the following matters (collectively, the “**Property Conditions**”):

(a) All matters relating to title including the existence, quality, nature and adequacy of City’s interest in the Property and the existence of physically open and legally sufficient access to the Property.

(b) The zoning and other legal status of the Property, including the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances and private or public covenants, conditions and restrictions, and all governmental and other legal requirements such as taxes, assessments, use permit requirements and building and fire codes.

(c) The quality, nature, adequacy and physical condition of the Property, including, but not limited to, the structural elements, landscaping, utility systems, facilities and appliance, and all other physical and functional aspects of the Property.

(d) The quality, nature, adequacy, and physical, geological and environmental condition of the Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under or about the Property or any other real property in the vicinity of the Property. As used in this Agreement, “Hazardous Material” means any material that, because of its quantity, concentration or physical or chemical characteristics, is now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

(e) The suitability of the Property for Buyer’s intended uses. Buyer represents and warrants that its intended use of the Property is to maintain the existing street improvements for public transportation and public drainage improvements and to facilitate the Projects.

(f) The economics and development potential, if any, of the Property.

(g) All other matters of material significance affecting the Property.

## 4.2 Property Disclosures

(a) California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, Buyer is hereby advised that occupation of the Property may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, Buyer acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

(b) According to the United States Geological Survey, roughly one-quarter of the San Francisco Bay region may be exposed to liquefaction. More information about the potential areas of liquefaction may be found at <http://geomaps.wr.usgs.gov/sfgeo/liquefaction/susceptibility.htm>. By execution of this Agreement, Buyer acknowledges the disclosure set forth above satisfies the requirements of California Public Resources Code Section 2621.9 and Section 2694 and related statutes.

## 4.3 Entry and Indemnity

In connection with any entry by Buyer or its Agents (defined in Section 10.8 [Parties and Their Agents] below) onto the Property, Buyer will give City reasonable advance written notice of such entry and will conduct such entry and any inspections in connection therewith so as to minimize, to the extent possible, interference with uses being made of the Property and otherwise in a manner and on terms and conditions acceptable to City. All entries by Buyer or its Agents onto the Property to perform any testing or other investigations that could affect the physical condition of the Property (including soil borings) or the uses thereof will be made only pursuant to the terms and conditions of a permit to enter in form and substance satisfactory to City.

Buyer will maintain, and will require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its Agents, arising out of any entry or inspection of the Property in connection with the transaction contemplated by this Agreement, and Buyer will provide City with evidence of such insurance coverage upon request from City.

To the fullest extent permitted under law, Buyer will indemnify, defend and hold harmless City, its Agents, and each of them, from and against any liabilities, costs, damages, losses, liens, claims and expenses (including reasonable fees of attorneys, experts and consultants and related costs) arising out of or relating to any entry on, under or about the Property by Buyer, its Agents, contractors and subcontractors in performing the inspections, testing, or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during the term hereof (collectively “**Buyer’s Actions**”), including any injuries or deaths to any persons (including Buyer’s Agents) and damage to any property, from Buyer’s Actions. The foregoing indemnity will survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

## 4.4 “As-Is” Purchase

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND BUYER IS PURCHASING CITY’S INTEREST IN THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS. BUYER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, ITS SUITABILITY FOR BUYER’S INTENDED USES OR ANY OF THE PROPERTY CONDITIONS. CITY

DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE OR REGULATION. IT IS BUYER'S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING, AND OTHER REGULATIONS RELATING TO THE PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

#### **4.5 Release of City**

As part of its agreement to purchase the Property in its "As-Is With All Faults" condition, Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, City, its officers, employees, agents, contractors, and representatives, and their respective heirs, successors, legal representatives, and assigns, from any and all demands, claims, legal, or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (a) Buyer's and its Agents and customer's past, present and future use of the Property, (b) the physical, geological, or environmental condition of the Property, including any Hazardous Material in, on, under, above or about the Property, and (c) any federal, state, local, or administrative law, rule, regulation, order or requirement applicable thereto, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA") (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, "RCRA") (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the "Clean Water Act") (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act ("TSCA") (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the "California Superfund" law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the "Business Plan Law") (California Health and Safety Code Section 25500 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65") (California Health and Safety Code Section 25249.5 et seq.).

In connection with the foregoing release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

BY PLACING ITS INITIALS BELOW, BUYER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT BUYER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

INITIALS:    BUYER: \_\_\_\_\_

## **5.    CONDITIONS PRECEDENT**

### **5.1    Buyer's Conditions Precedent**

Buyer's obligation to purchase the Property is conditioned upon all of the following ("**Buyer's Conditions Precedent**") :

(a)    Buyer's review and approval of an updated preliminary title report, which Buyer is responsible for ordering, together with copies of the underlying documents..

(b)    Buyer's review and approval of all zoning, land use, building, environmental and other statutes, rules, or regulations applicable to the Property.

(c)    Buyer's review and approval of soils reports and other documents of significance to the Property in City's possession. City will make available to Buyer at City's Real Estate Division's offices, without representation or warranty of any kind whatsoever, all non-privileged items in its files relating to the Property for Buyer's review and inspection, at Buyer's sole cost, during normal business hours. Notwithstanding the foregoing, Buyer's review will not include a review of any of City's internal memoranda or reports, any privileged or confidential information, or City's appraisals of the Property, if any, except those already shared with Buyer.

(d)    City will have performed all material obligations to be performed by it pursuant to this Agreement.

### **5.2    Contingency Period**

Buyer will have until 5:00 p.m. San Francisco Time on the date that is ten (10) business days after the Effective Date to review and approve or waive Buyer's Conditions Precedent (such period being referred to in this Agreement as the "**Contingency Period**"). If Buyer elects to proceed with the purchase of the Property, then Buyer shall, before the expiration of the Contingency Period, notify City in writing that Buyer has approved all such matters. If before the end of the Contingency Period Buyer fails to give City such written notice and fails to object to any of Buyer's Conditions, then Buyer will be deemed to have waived Buyer's Conditions. Notwithstanding the foregoing, if Buyer objects to any of the matters contained within Section 5.1 within the Contingency Period, then City may, but will have no obligation to remove or remedy any objectionable matter. If City agrees to remove or remedy the objectionable matter, it will notify Buyer within ten (10) days following Buyer's notice of objection, and the Closing Date will be delayed for so long as City diligently pursues such removal or remedy. If and when City elects not to remove or remedy the objectionable matter, which City may do at any time including following an initial election to pursue remedial or corrective actions, this Agreement will automatically terminate, the Deposit will be returned to Buyer, and neither party will have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

### **5.3    City's Condition Precedent**

The following are conditions precedent to City's obligation to sell the Property to Buyer ("**City's Conditions Precedent**"):

(a) Buyer will have performed all of its obligations pursuant to or in connection with this Agreement and all of Buyer's representations and warranties will be true and correct.

(b) A resolution approving and authorizing the transactions contemplated by this Agreement and finding that the public interest or necessity demands, or will not be inconvenienced by the sale of the Property, will have been adopted by City's Board of Supervisors and Mayor, in their respective sole and absolute discretion.

(c) Title Company will have agreed to be the real estate reporting person for the Closing in compliance with the Reporting Requirements (defined in Section 6.5 [Title Company as Real Estate Reporting Person] below).

#### **5.4 Failure of City's Conditions Precedent**

Each of City's Conditions Precedent are intended solely for the benefit of City. If any of City's Conditions Precedent are not satisfied as provided above, City may, at its option, terminate this Agreement and shall return the Deposit to Buyer within a reasonable time period not to exceed thirty (30) calendar days. Upon any such termination, neither Party will have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

### **6. ESCROW AND CLOSING**

#### **6.1 Escrow**

On the date within five (5) days after the Parties execute this Agreement, Buyer and City will deposit an executed counterpart of this Agreement with the Title Company, and this instrument will serve as the instructions to the Title Company as the escrow holder for consummation of the purchase and sale contemplated by this Agreement. City and Buyer agree to execute such supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement will control.

#### **6.2 Closing Date**

The Closing will be held, and delivery of all items to be made at the Closing under the terms of this Agreement will be made, at the offices of the Title Company on (a) the date that is thirty (30) days after the expiration of the Contingency Period and enactment of the Board of Supervisors' resolution referred to in Section 5.3(b) above, or if such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time or (b) such other date and time as the Parties may mutually agree upon in writing (the "**Closing Date**"). Such date and time may not be extended without the prior written approval of the Parties.

#### **6.3 Deposit of Documents and Funds**

(a) At or before the Closing, City will deposit into escrow the following items:

(i) a duly executed and acknowledged Deed conveying the Property to Buyer subject to the Conditions of Title; and

(ii) a copy of a letter confirming revocation of the License to Buyer effective on the Closing Date.

(b) At or before the Closing, Buyer will deposit into escrow the funds necessary to close this transaction.

(c) City and Buyer will each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

(d) City will deliver to Buyer originals (or to the extent originals are not available, copies) of any items that City is required to furnish Buyer copies of or make available at the Property pursuant to Section 5.1 [Buyer's Conditions Precedent] above, within five (5) business days after the Closing Date.

#### **6.4 Prorations**

On or after the Closing Date, any real property taxes and assessments, water, sewer, and utility charges, amounts payable under any annual permits and/or inspection fees (calculated on the basis of the period covered), and any other expenses normal to the operation and maintenance of the Property, will all be prorated as of 12:01 a.m. on the date the Deed is recorded, on the basis of a three hundred sixty-five (365)-day year. The Parties by this Agreement agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same will be calculated as soon as reasonably practicable after the Closing Date and either Party owing the other Party a sum of money based on such subsequent proration(s) will promptly pay said sum to the other Party.

#### **6.5 Title Company as Real Estate Reporting Person**

Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the "**Reporting Requirements**") require that certain information be made to the United States Internal Revenue Service, and a statement to be furnished to City, in connection with the Closing. Buyer and City agree that if the Closing occurs, Title Company will be the party responsible for closing the transaction contemplated in this Agreement and is by this Agreement designated as the real estate reporting person (as defined in the Reporting Requirements) for such transaction. Title Company will perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Buyer and City will each timely furnish Title Company with any information reasonably requested by Title Company and necessary for the performance of its duties under the Reporting Requirements with respect to the Closing.

### **7. RISK OF LOSS**

#### **7.1 Loss**

All improvements on the Property are owned by Buyer, and any damage to or destruction of those improvements prior to Closing will have no impact on the sale of the Property or the terms under this Agreement. The Parties agree that Buyer is purchasing the Property in as-is condition as further described in Section 4.4 ["As-Is" Purchase] above.

Notwithstanding anything to the contrary above, Buyer acknowledges that City self-insures and will not be obligated to purchase any third-party commercial liability insurance or property insurance.



## **8. EXPENSES**

### **8.1 Expenses**

Buyer will pay any transfer taxes applicable to the sale, personal property taxes, escrow fees and recording charges, and any other costs and charges of the escrow for the sale.

### **8.2 Brokers**

The Parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with Buyer or City, then the Party through whom such person makes a claim will defend the other Party from such claim, and will indemnify the indemnified Party from, and hold the indemnified Party against, any and all costs, damages, claims, liabilities, or expenses (including reasonable attorneys' fees and disbursements) that the indemnified Party incurs in defending against the claim. The provisions of this Section will survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

## **9. LIQUIDATED DAMAGES**

**IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED DUE TO THE FAILURE OF ANY CONDITION PRECEDENT OR CITY'S DEFAULT UNDER THIS AGREEMENT AND BUYER IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY WILL RETURN THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON TO BUYER. IF THE SALE IS NOT CONSUMMATED DUE TO ANY DEFAULT BY BUYER UNDER THIS AGREEMENT AND CITY IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY WILL DELIVER THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON TO CITY, AND CITY WILL BE ENTITLED TO RETAIN SUCH SUM AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT CITY'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE AS SPECIFIED IN THE PRECEDING SENTENCE, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON IS A REASONABLE ESTIMATE OF THE DAMAGES THAT CITY WOULD INCUR IN SUCH AN EVENT. BY PLACING THEIR RESPECTIVE INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.**

INITIALS:     CITY: \_\_\_\_\_ BUYER: \_\_\_\_\_

## **10. GENERAL PROVISIONS**

### **10.1 Notices**

Any notice, consent, or approval required or permitted to be given under this Agreement will be in writing and will be given by (a) hand delivery, against receipt, (b) reliable next-business-day courier service that provides confirmation of delivery, or (c) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (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):

CITY:

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Sale of SFPUC Parcel No. 21

with a copy to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Attn: Real Estate Transactions Team  
Re: Sale of SFPUC Parcel No. 21

BUYER:

City of South San Francisco  
400 Grand Avenue  
South San Francisco, CA 94080  
Attn: City Manager, Sharon Ranals  
Telephone No.: (650) 829-6620

with a copy to:

City of South San Francisco, City Attorney  
Sky Woodruff, Partner  
Redwood Public Law  
409 13<sup>th</sup> Street, 6<sup>th</sup> Floor  
Oakland, CA 94612

A properly addressed notice transmitted by one of the foregoing methods will be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one party to the other will be for convenience of communication only; neither Party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice will not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or facsimile copy of the notice.

## **10.2 Successors and Assigns**

This Agreement will be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective successors, heirs, legal representatives, administrators and assigns. Buyer's rights and obligations under this Agreement will not be assignable without the prior written consent of City; provided, however, even if City approves any such proposed assignment, in no event will Buyer be released of any of its obligations under this Agreement.

## **10.3 Amendments**

This Agreement may be amended or modified only by a written instrument signed by the Parties.

## **10.4 Authority of Buyer**

Buyer represents and warrants to City that Buyer is a California municipal corporation duly organized, validly existing, and in good standing under the laws of the State of California. Buyer further represents and warrants to City that this Agreement and all documents executed by Buyer, which are to be delivered to City at Closing: (a) are or at the time of Closing will be duly authorized, executed and delivered by Buyer; (b) are or at the time of Closing will be legal, valid, and binding obligations of Buyer; and (c) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of Buyer contained in this Agreement or in other agreements or documents executed by Buyer in connection herewith, will survive the Closing Date.

## **10.5 Buyer's Representations and Warranties**

Buyer makes the following representations as of the date of this Agreement and at all times throughout this Agreement:

(a) Buyer is a California municipal corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Buyer has duly authorized by all necessary action the execution, delivery, and performance of this Agreement. Buyer has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with the terms hereof.

(b) Buyer represents and warrants to City that it has not been suspended, disciplined, or disbarred by, or prohibited from contracting with, any federal, state, or local governmental agency. In the event Buyer has been so suspended, disbarred, disciplined, or prohibited from contracting with any governmental agency, Buyer will immediately notify City of same and the reasons therefore together with any relevant facts or information requested by City. Any such suspension, debarment, discipline, or prohibition may result in the termination or suspension of this Agreement.

(c) No document or instrument furnished or to be furnished by the Buyer to City in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement will have been made.

## **10.6 Governing Law**

This Agreement will be governed by, subject to, and construed in accordance with the laws of the State of California and City's Charter and Administrative Code.

## **10.7 Merger of Prior Agreements**

This Agreement, together with the exhibits to this Agreement, contain any and all representations, warranties, and covenants made by Buyer and City and constitutes the entire understanding between the Parties to this Agreement with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement together with the exhibits to this Agreement.

## **10.8 Parties and Their Agents**

The term "**Buyer**" as used in this Agreement will include the plural as well as the singular. If Buyer consists of more than one (1) individual or entity, then the obligations under this Agreement imposed on Buyer will be joint and several. As used in this Agreement, the term "**Agents**" when used with respect to either party will include the agents, employees, officers, contractors, and representatives of such party.

## **10.9 Interpretation of Agreement**

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and will not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular will be deemed to include the plural and vice versa, and each gender reference will be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable legal counsel.

Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement will be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement. Use of the word “including” or similar words will not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as “without limitation” or similar words, are used.

#### **10.10 Attorneys’ Fees**

If either Party to this Agreement fails to perform any of its respective obligations under this Agreement or if any dispute arises between the Parties to this Agreement concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, will pay any and all costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Agreement, including court costs and reasonable attorneys’ fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Parties will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the attorney’s services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney’s Office.

#### **10.11 Time of Essence**

Time is of the essence with respect to the performance of the Parties’ respective obligations contained in this Agreement.

#### **10.12 No Merger**

The obligations contained in this Agreement will not merge with the transfer of title to the Property but will remain in effect until fulfilled.

#### **10.13 Non-Liability of City Officials, Employees and Agents**

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee, or agent of City or Buyer will be personally liable to the other Party, its successors and assigns, in the event of any default or breach by either Party or for any amount that may become due to either Party, its successors and assigns, or for any obligation of the Parties under this Agreement.

#### **10.14 Conflicts of Interest**

Through its execution of this Agreement, the Parties acknowledges that they are familiar with the provisions of Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certify that they do not know of any facts that constitute a violation of said provisions and agree that if they become aware of any such fact during the term of this Agreement, such Party shall notify the other Party.

#### **10.15 Notification of Limitations on Contributions**

Through its execution of this Agreement, Buyer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever such transaction would require the approval by a City elective officer, the board

on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to **(a)** City elective officer, **(b)** a candidate for the office held by such individual, or **(c)** a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the contract is approved. Buyer acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Buyer further acknowledges that the prohibition on contributions applies to each Buyer; each member of Buyer's board of directors, and Buyer's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Buyer; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Buyer. Additionally, Buyer acknowledges that Buyer must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Buyer further agrees to provide to City the names of each person, entity or committee described above.

#### **10.16 Sunshine Ordinance**

The Parties understand and agree that under City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City or Buyer under this Agreement are public records subject to public disclosure. The Parties by this Agreement acknowledge that they may disclose any records, information and materials submitted to each other in connection with this Agreement.

#### **10.17 Tropical Hardwood and Virgin Redwood Ban**

The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

#### **10.18 No Recording**

Neither this Agreement nor any memorandum or short form thereof may be recorded by Buyer.

#### **10.19 Effective Date**

As used in this Agreement, the term "**Effective Date**" will mean the date on which both Parties will have executed this Agreement provided the Agreement and the transactions contemplated by the Agreement will have been authorized **(a)** in a manner required by law governing Buyer, **(b)** by a duly adopted resolution of City's Public Utilities Commission, and **(c)** if required by City's Charter, a duly adopted resolution of City's Board of Supervisors and Mayor.

#### **10.20 Severability**

If any provision of this Agreement or the application thereof to any person, entity, or circumstance will be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this Agreement will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be

unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

#### **10.21 Acceptance by Buyer**

This Agreement will be null and void unless it is accepted by Buyer and two (2) fully executed copies of this Agreement are returned to City on or before 5:00 p.m. San Francisco time on \_\_\_\_\_, 202\_\_.

#### **10.22 Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

#### **10.23 Cooperative Drafting**

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY'S BOARD OF SUPERVISORS WILL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT WILL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY WILL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

*[SIGNATURES ON FOLLOWING PAGE]*

The Parties have duly executed this Agreement as of the respective dates written below.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a California municipal corporation

BUYER:

CITY OF SOUTH SAN FRANCISCO  
a California municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

By: \_\_\_\_\_  
SHARON RANALS  
Its: City Manager

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

APPROVED AS TO FORM:

CITY OF SOUTH SAN FRANCISCO,  
City Attorney

By: \_\_\_\_\_  
Anna Parlato Gunderson  
Deputy City Attorney

By: \_\_\_\_\_  
Sky Woodruff  
City Attorney

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

May 25, 2022

**Exhibit "A"**  
**LEGAL DESCRIPTION**

All that real property situate in the City of South San Francisco, County of San Mateo, State of California, being a portion of that certain parcel described as Parcel 21 of San Mateo County Lands as described in the deed from Spring Valley Water Company to the City and County of San Francisco, dated March 3, 1930, recorded in Vol. 493 of Official Records at page 1, in the Office of the Recorder of San Mateo County, State of California, more particularly described as follows:

**Beginning** at Monument 31 in the center of Mission Road as called for in said description of said Parcel 21 and also shown on that certain Record of Survey filed in San Mateo County in volume 34 of LLS maps pages 1 through 61, at page 49;

**Thence** continuing along the centerline of Mission Road, North 32°43'43" West, 1,114.55 feet as shown on said LLS map;

**Thence** continuing on said centerline, North 38°10'43" West, 250.82 feet to Monument 35;

**Thence** leaving said centerline, South 41°49'32" West, 33.51 feet;

**Thence** South 38°10'43" East, 243.43 feet;

**Thence** South 32°43'43" East, 1,106.03 feet;

**Thence** South 08°56'10" East, 177.61 feet;

**Thence** North 71°42'16" East, 33.42 feet to a point formerly marked by Monument 30;

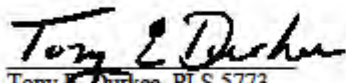
**Thence** North 08°56'10" West, 179.19 feet to the **Point of Beginning**.

**Excepting** therefrom that certain parcel 1553-1 described in that Final Order of Condemnation filed for record September 1, 1977 in Volume 7596 of Official Records, in the Office of the Recorder of San Mateo County, State of California at page 608.

Containing an area of 46,097 square feet, more or less.

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

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

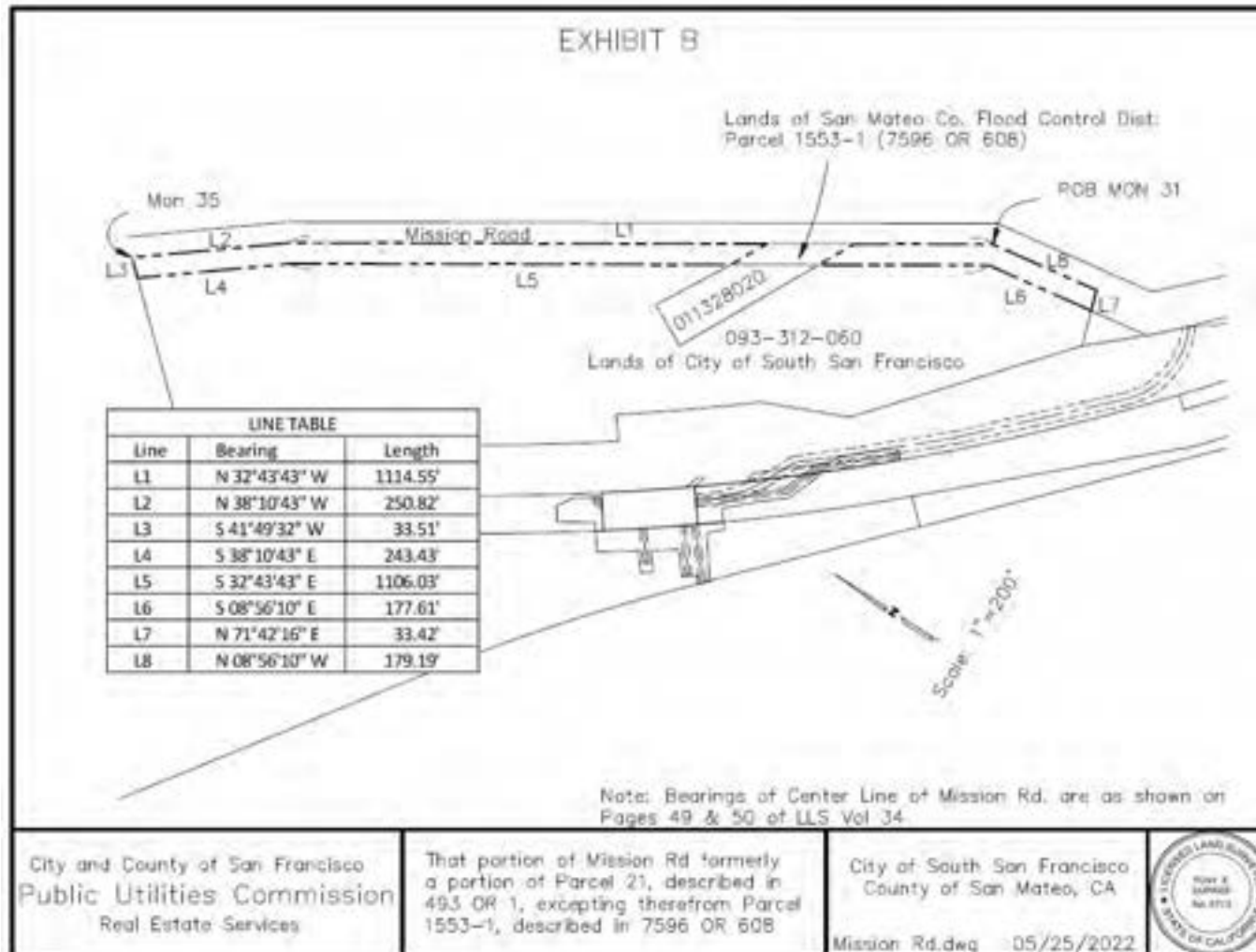
  
Tony E. Durkee, PLS 5773  
License Expires 06/30/2024





## EXHIBIT B

### DEPICTION OF PROPERTY



**EXHIBIT C**

**FORM OF QUITCLAIM DEED**

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

City of South San Francisco

Attn: \_\_\_\_\_

With a conformed copy to:

San Francisco Public Utilities Commission  
Real Estate Services  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director

and

Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property

MAIL TAX STATEMENTS TO:

City of South San Francisco

Attn: \_\_\_\_\_

The undersigned hereby declares this instrument to be exempt  
from Recording Fees (CA Govt. Code § 27383) and  
Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and  
S.F. Bus. & Tax Reg. Code § 1105)

APN: Portions of Mission Road and Antoinette lane  
not assigned an Assessor's Parcel Number

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

**QUITCLAIM DEED**

(an approximately 46,097 square foot portion of SFPUC Parcel 21,  
located in South San Francisco, California)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("City"), pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors on \_\_\_\_\_, 202\_\_ and approved by the Mayor on \_\_\_\_\_, 202\_\_, hereby RELEASES, REMISES AND QUITCLAIMS to the CITY OF SOUTH SAN FRANCISCO, a California municipal corporation, 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 the attached Exhibit A and made a part of this quitclaim deed.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Anna Parlato Gunderson  
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Ed Peterson  
Chief Surveyor

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.**

State of California                     )  
   ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_ (Seal)

5370088.2

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

City of South San Francisco

Attn: \_\_\_\_\_

With a conformed copy to:

Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property

and

San Francisco Public Utilities Commission  
Real Estate Services  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director

MAIL TAX STATEMENTS TO:

City of South San Francisco

Attn: \_\_\_\_\_

The undersigned hereby declares this instrument to be exempt  
from Recording Fees (CA Govt. Code § 27383) and  
Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and  
S.F. Bus. & Tax Reg. Code § 1105)

APN: Portions of Mission Road and Antoinette Lane  
not assigned an Assessor's Parcel Number

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

### **QUITCLAIM DEED**

(an approximately 46,097 square foot portion of SFPUC Parcel 21,  
located in South San Francisco, California)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("City"), pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors on \_\_\_\_\_, 2025 and approved by the Mayor on \_\_\_\_\_, 202\_\_\_\_, hereby RELEASES, REMISES AND QUITCLAIMS to the CITY OF SOUTH SAN FRANCISCO, a California municipal corporation, 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 the attached Exhibit A and made a part of this quitclaim deed.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Anna Parlato Gunderson  
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Ed Peterson  
Chief Surveyor



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

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# **File No. 250381: Sale of Real Property - Sale of Parcel 21 to the City of South San Francisco - Exempt Surplus Land - Not to Exceed \$132,000**

**May 14, 2025**

**Dina Brasil, Right-of-Way Manager, Real Estate Services**

## Parcel No. 21 History

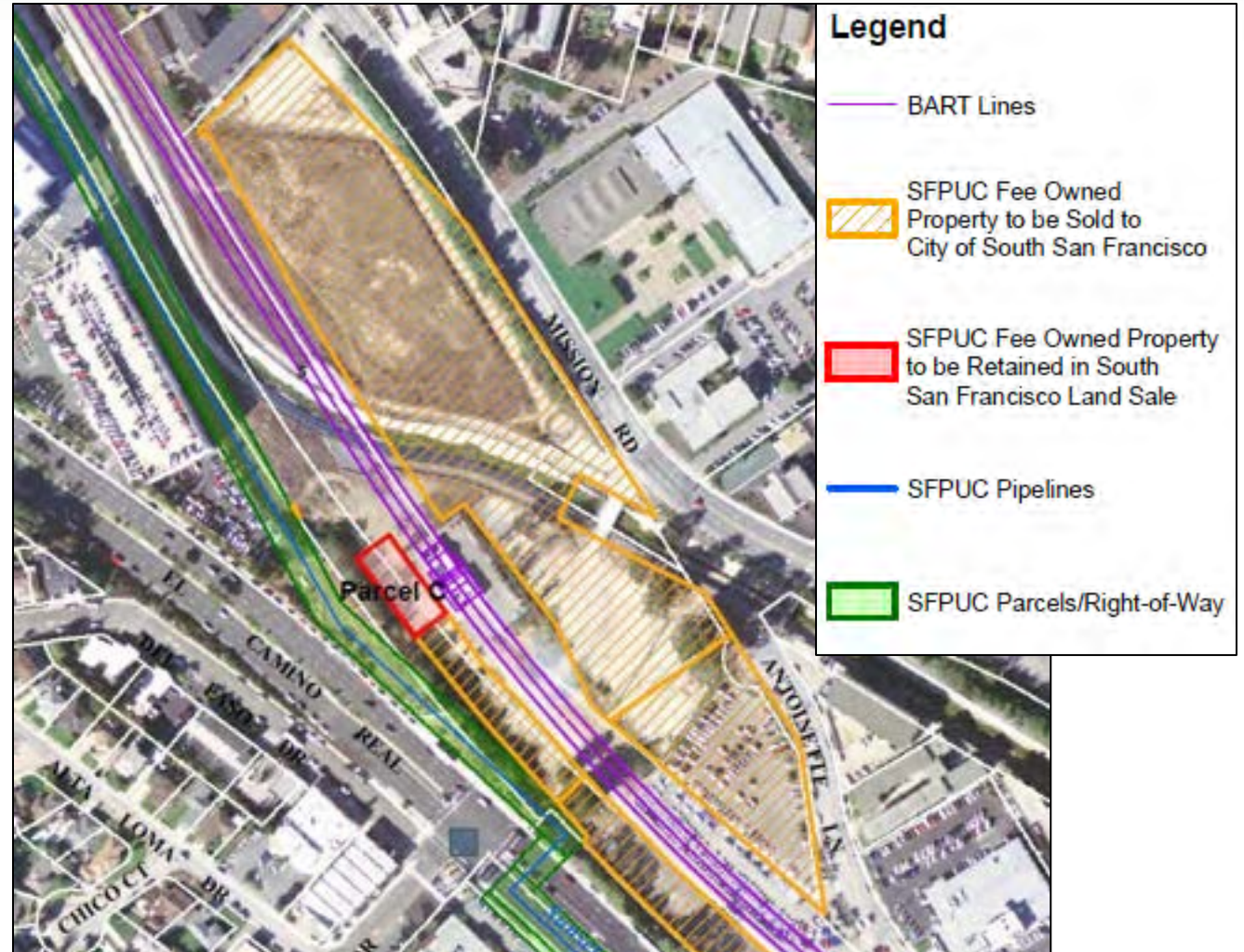
- The City acquired Parcel No. 21 as part of its original acquisition of the Spring Valley Water Company assets in 1930.
- The parcel's northeastern boundary is described as the centerline of Mission Road.
- No SFPUC infrastructure was ever installed in Parcel No. 21.





## Parcel No. 21 History

- In 2008, the SFPUC sold certain underutilized property to the South San Francisco Redevelopment Agency.
- The 2008 sale included all of Parcel No. 21 except for those portions within Mission Road and Antoinette Lane.
- The SFPUC retained ownership of the remaining portions of Parcel No. 21 within Mission Road and Antoinette Lane.
- The remaining portions of Parcel No. 21 have been historically used as public roads.





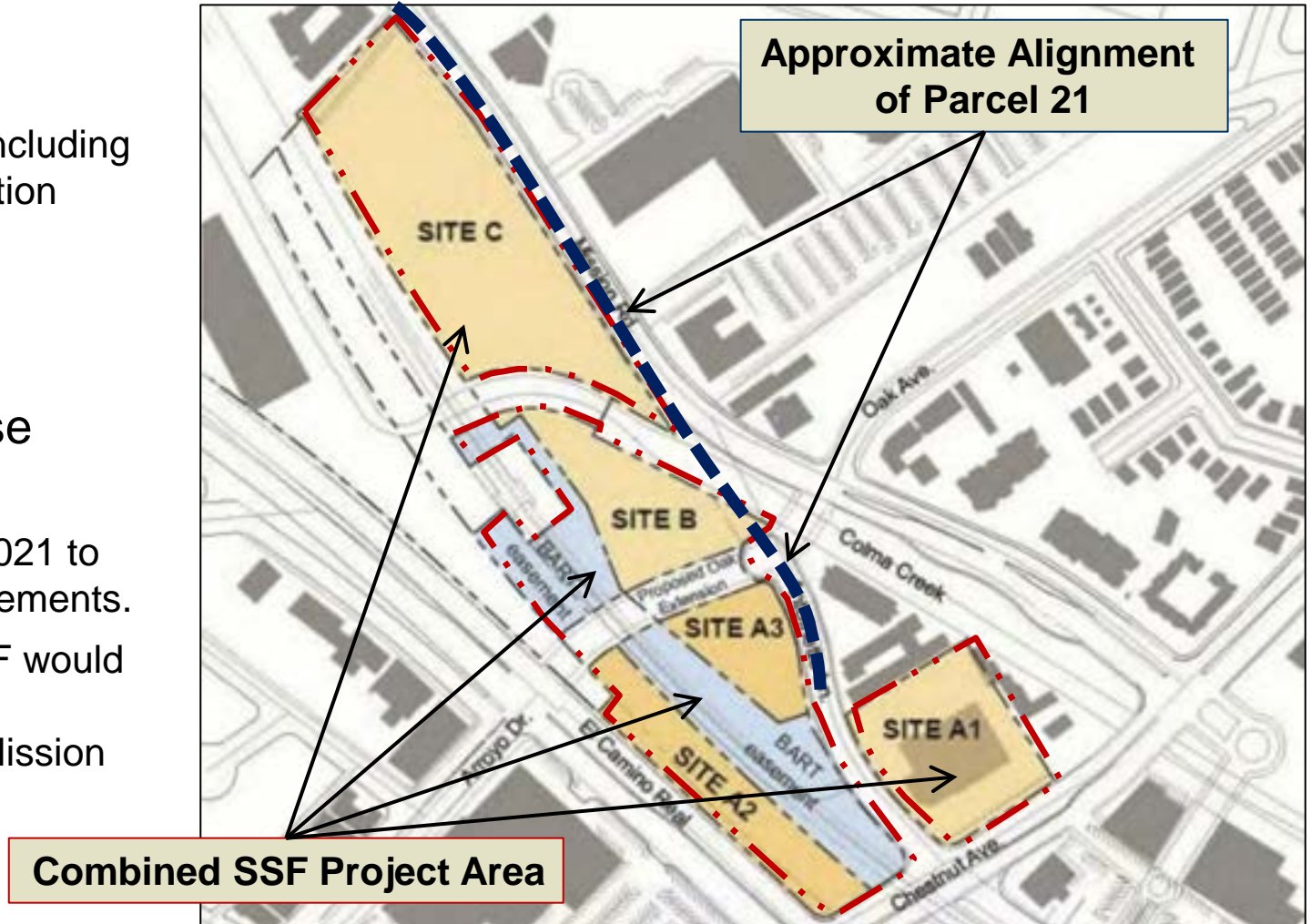


# Remainder of Parcel No. 21



# South San Francisco Projects

- South San Francisco (SSF) Redevelopment Plan projects:
  - Community Civic Campus Project, including a new library and Parks and Recreation building.
  - New 800-unit residential project.
- SSF has an existing license to use Parcel No. 21.
  - The SFPUC issued the License in 2021 to allow for new utility and road improvements.
  - Conveyance of Parcel No. 21 to SSF would facilitate the SSF projects and the necessary future improvements to Mission Road and Antoinette Lane.





# Transaction Details

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- Parties to the Agreement:
  - City and County of San Francisco, acting through the SFPUC, and the City of South San Francisco.
- Property Details:
  - An approximately 46,097-square-foot portion of SFPUC Parcel No. 21, currently used by South San Francisco as portions the public roads known as Mission Road and Antoinette Lane.
- Purchase Price:
  - \$132,000.
  - Equal to the appraised value, as determined by MAI Appraiser Erik Woodhouse of Associated Right of Way Services in the appraisal report dated September 24, 2024.
  - City's Director of Property reviewed and approved the appraisal report on October 24, 2024.

# Competitive Bidding Requirements

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- The City may convey property without a competitive bidding process if the Board of Supervisors determines a competitive process “is impractical, impossible, or is otherwise not in the public interest, including, for example only and not by way of limitation, when the Real Property is not capable of independent development, will be exchanged for other Real Property, or when the Board determines that a negotiated direct Conveyance of the Real Property will further a proper public purpose.” (S.F. Admin. Code Sec. 23.3.)
- Because Parcel 21 is currently used as portions of public city streets, it is not capable of independent development and its conveyance facilitates a public project, thus furthering a public purpose.

## Compliance with Surplus Lands Act

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- The SFPUC complied with the California Surplus Property Statute and the San Francisco Surplus Property Ordinance.
- On March 30, 2024, the State of California Department of Housing and Community Development confirmed the transfer of Parcel No. 21 by the City and County of San Francisco to the City of South San Francisco for its uses and operations would qualify as exempt surplus land under Government Code section, 54221(f)(1)(D).
- On April 24, 2024, the Assistant General Managers of the SFPUC's Water, Power, and Wastewater enterprises declared that Parcel 21 is not essential to SFPUC's utility needs.

## Board Action

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- Through the proposed resolution, the Board would:
  - Approve and authorize the sale of the property;
  - Adopt a finding declaring the property “exempt surplus land”;
  - Adopt a finding declaring the property “surplus land”;
  - Adopt a finding that competitive bidding would not be in the public interest;
  - Adopt a finding that the sale is consistent with the General Plan and the eight priority policies of Planning Code, Section 101.1; and
  - Authorize the SFPUC General Manager and/or City’s Director of Property to execute a Purchase and Sale Agreement and Quitclaim Deed.



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

---

**Questions?**





## 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](mailto: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.**

**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.*

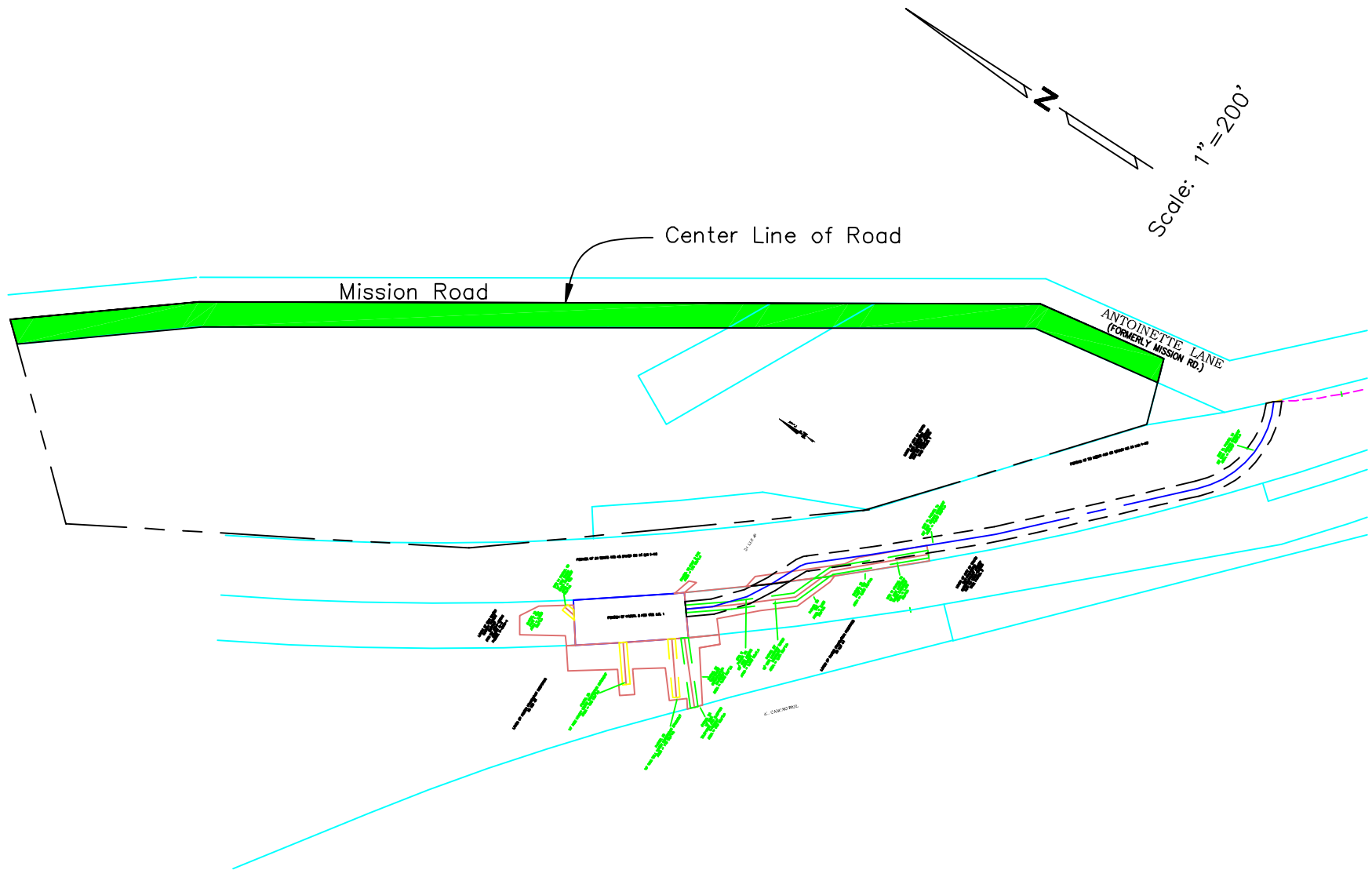
8. That our parks and open space and their access to sunlight and vistas be protected from development;

*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

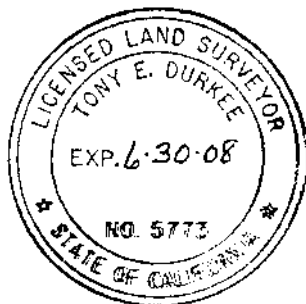
APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By: Dennis J. Herrera  
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.

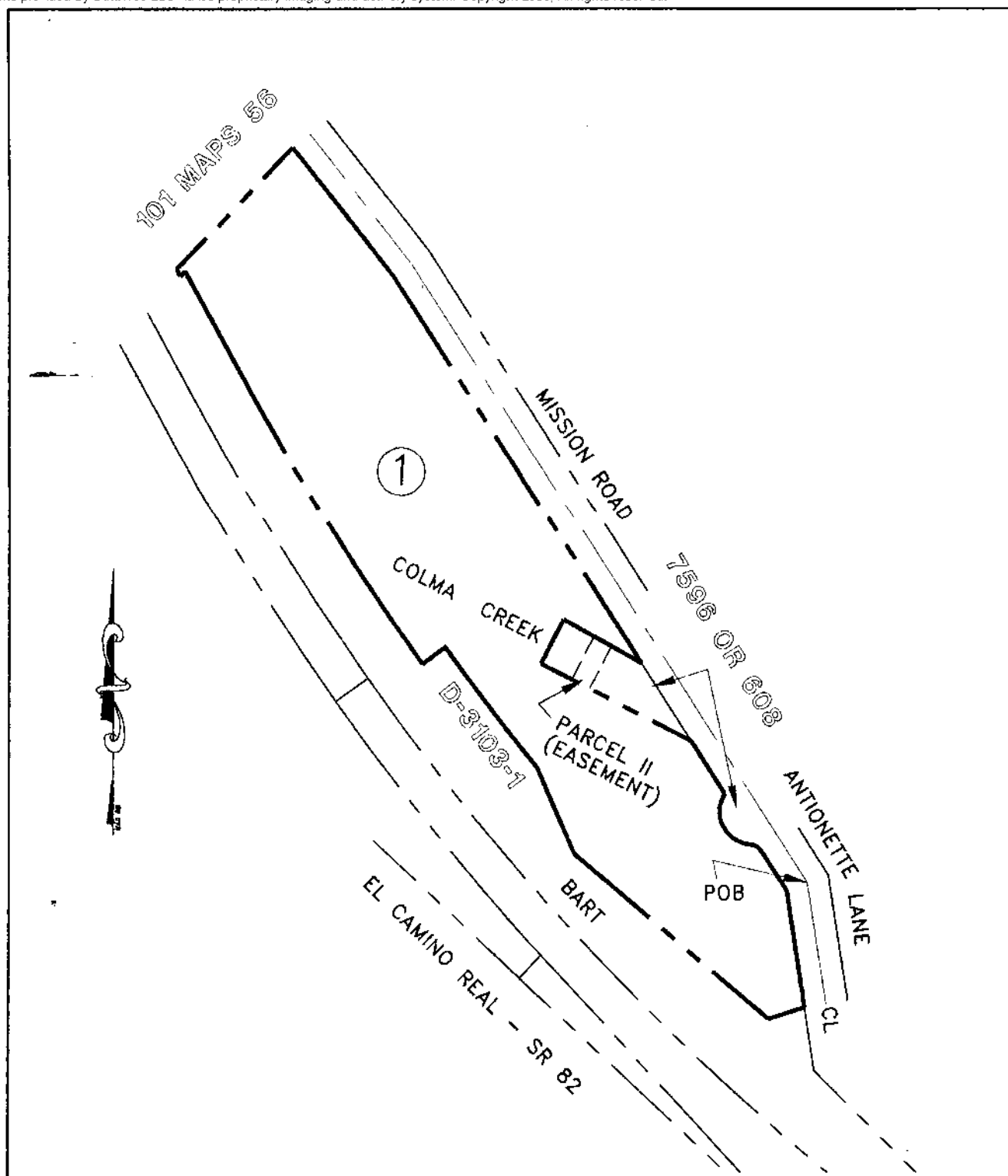
THE AREA OF THIS PARCEL IS 7.6 ACRES MORE OR LESS.

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:

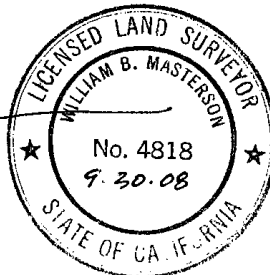
- 1) FROM THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 3919.52 FEET AND A CENTRAL ANGLE OF 02° 11' 36" FROM WHICH THE RADIUS POINT BEARS N54° 26' 41"E SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 150.04 FEET TO THE TRUE POINT OF BEGINNING
- 2) COUTINUING ALONG SAID CURVE TO THE 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

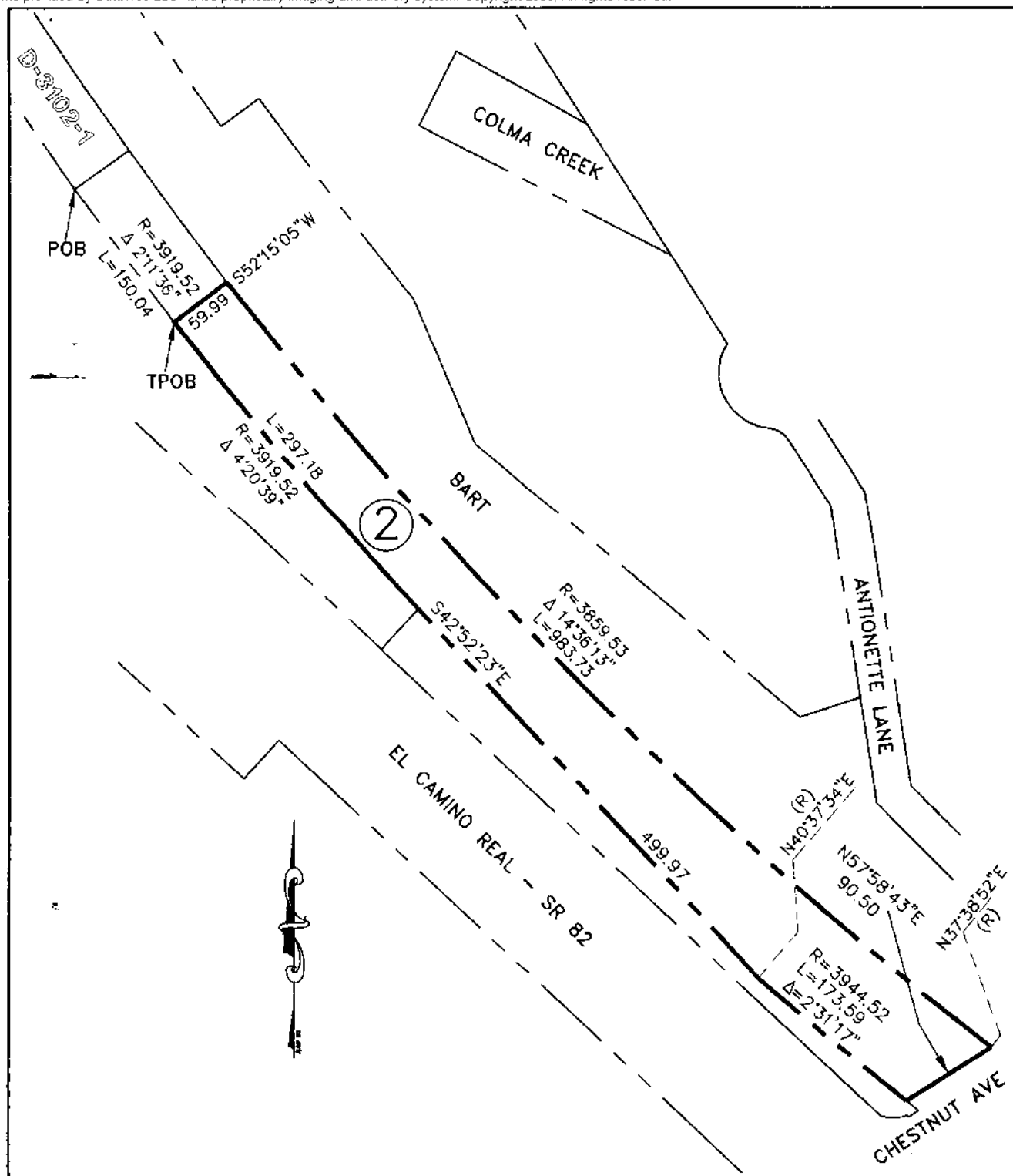
THE AREA OF THIS PARCEL IS 1.53 ACRES MORE OR LESS.

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.

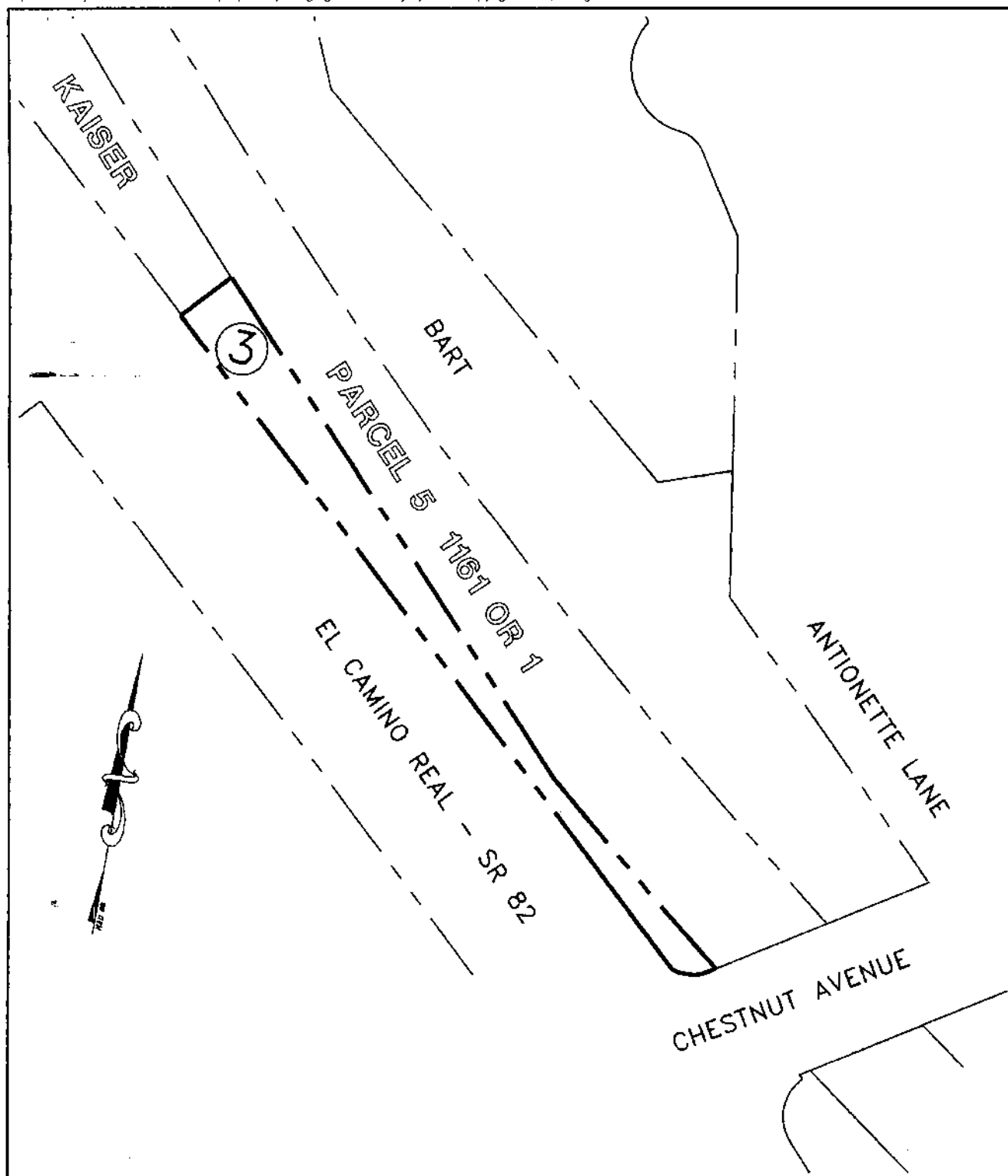
DESCRIPTION PREPARED BY:

*W. B. 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		
	STRIP PARK		
	TAKE PARCEL 3		SCALE: 1"=100'
	SOUTH SAN FRANCISCO	SAN MATEO COUNTY	DATE: 10-07-05
	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;

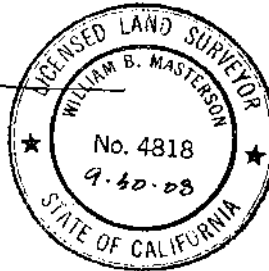
10) THENCE N35° 12' 22"E ALONG THE NORTHWESTERLY LINES OF SAID PARCELS D-3108-4 AND D-3106-4C FOR 89.99 FEET TO THE TRUE POINT OF BEGINNING.

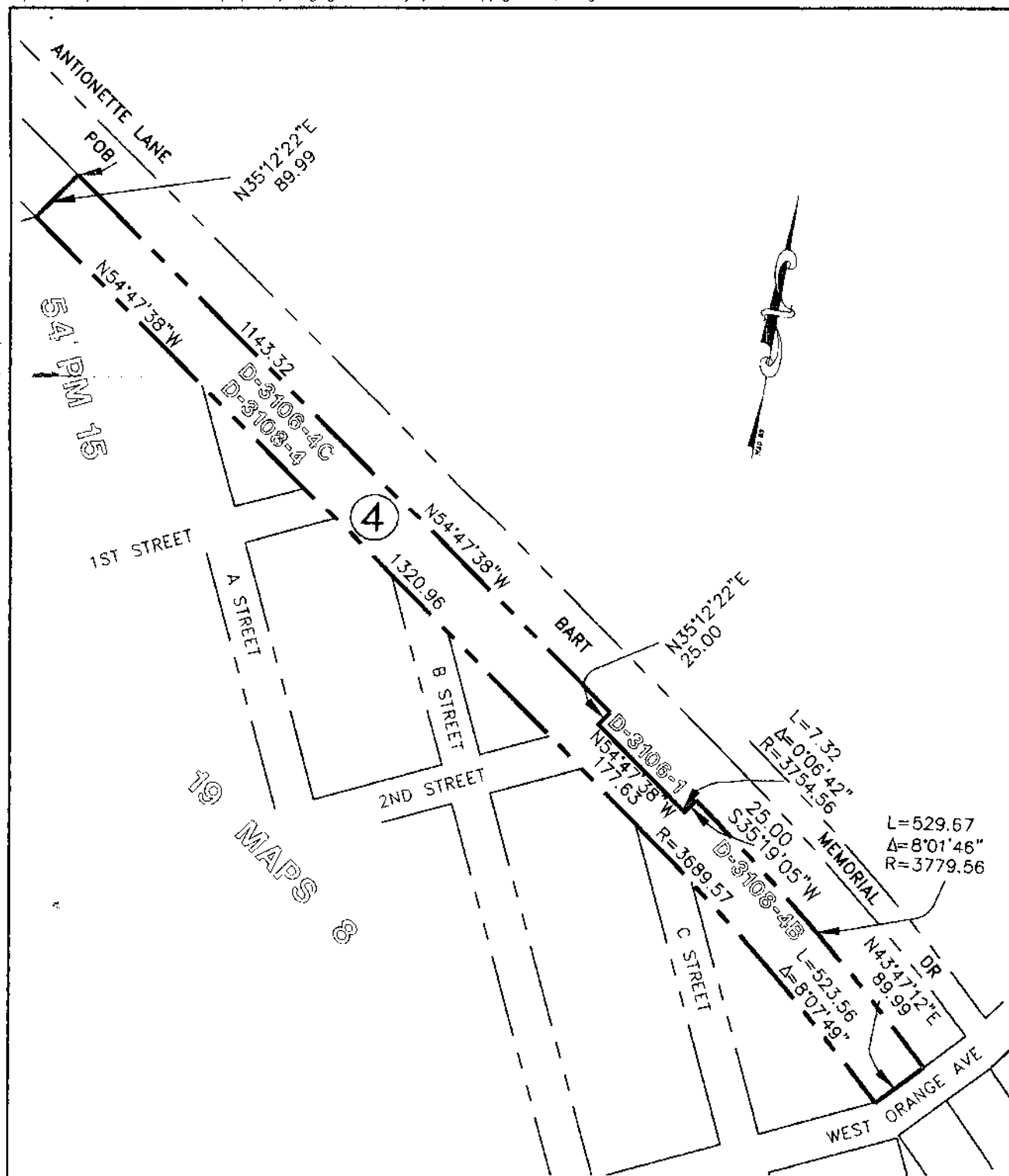
THE AREA OF THIS PARCEL IS 3.72 ACRES MORE OR LESS.

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 12<sup>th</sup> 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.

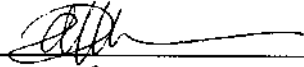
Very truly yours,

  
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: Kpu Kaurin

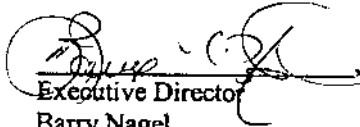
Title: Recording for Old Republic

### 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

# **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO. 24-0247

WHEREAS, The City and County of San Francisco (City) owns a certain 46,097-square-foot parcel of real property under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC) located on portions of Mission Road and Antoinette Lane in South San Francisco, California, described as Parcel No. 21 of San Mateo County Lands in the deed from Spring Valley Water Company to City, dated March 3, 1930, recorded in Vol. 493 of Official Records at page 1, in the Office of the Recorder of San Mateo County, State of California (Property); and

WHEREAS, The Property comprises portions of road network that is operated and maintained by the City of South San Francisco (South San Francisco); and

WHEREAS, The Property has never contained any SFPUC utility infrastructure; and

WHEREAS, South San Francisco desires to acquire the fee interest of the Property to gain full control of its road network and to facilitate work related to its Civic Campus Project (Project), which is located in the vicinity of the Property and is currently under construction; and

WHEREAS, On April 24, 2024, the Assistant General Managers of the SFPUC's Power Enterprise, Wastewater Enterprise, and Water Enterprise each declared that the Property is not essential to the SFPUC's utility needs; and

WHEREAS, The Property is "surplus land," as defined in California Government Code Section 54221(b), because it is owned in fee simple by City and not necessary for City's use; and

WHEREAS, The Property is "exempt surplus land," as defined in California Government Code Section 54221(f)(1)(D), because it is surplus land that the City is transferring to another local, state, or federal agency for that agency's use; and

WHEREAS, Pursuant to Section 23.3 of the City's Administrative Code, the City may convey the Property to South San Francisco without a competitive bidding process if the Board of Supervisors determines that a competitive process is impractical, impossible, or is otherwise not in the public interest; and

WHEREAS, A competitive bidding process is impractical and is otherwise not in the public interest because the Property is currently used as a public city street and is not capable of independent development; and

WHEREAS, South San Francisco made an offer of fair and just compensation for \$132,000 for its purchase of the Property, in accordance with California Government Code 7267.2; and

WHEREAS, The purchase price for the Subject Property is equal to its appraised value, as set forth in an Appraisal Report with a Date of Value of September 24, 2024, performed by Erik Woodhouse, MAI of Associated Right of Way Services, Inc., and approved by City's Director of Property on October 24, 2024, in accordance with Chapter 23 of City's Administrative Code; and

WHEREAS, SFPUC staff, through consultation with the Office of the City Attorney, have negotiated with South San Francisco the proposed terms and conditions of South San Francisco's fee acquisition of the Property for a purchase price of \$132,000 on an "as-is with all faults" basis, as set forth in the form of an Agreement for Purchase and Sale of Real Estate (Agreement) and Quitclaim Deed; and

WHEREAS, On July 27, 2011, the City of South San Francisco, acting as the California Environmental Quality Act (CEQA) lead agency, certified a Program Environmental Impact Report (EIR) for the El Camino Real/Chestnut Avenue Redevelopment Plan and associated General Plan and Zoning Ordinance Amendment; and

WHEREAS, On December 13, 2017, the City of South San Francisco, acting as the CEQA lead agency, certified a Supplemental EIR for the Community Civic Campus Project; and

WHEREAS, On November 13, 2019, the City of South San Francisco adopted a resolution that determined that the Former SFPUC Opportunity Site Residential Project was consistent with the Redevelopment Plan Program EIR and Community Civic Campus Project Supplemental EIR based on an Environmental Consistency Analysis pursuant to CEQA Guidelines section 15168(c); and

WHEREAS, The City of South San Francisco has adopted the mitigation measures included in the Supplemental EIR to avoid or substantially lessen the significant environmental effects identified in the Supplemental EIR, and set forth in the Supplemental EIR Mitigation Monitoring and Reporting Program and has assumed responsibility for their implementation; and

WHEREAS, The Redevelopment Plan Program EIR, Community Civic Campus Project Supplemental EIR, associated CEQA Findings, Supplemental EIR Mitigation Monitoring and Reporting Program and Former SFPUC Opportunity Site Residential Project Environmental Consistency Analysis that are part of the record of this approval are available for public review at the SFPUC offices, Real Estate Services Division, 525 Golden Gate Avenue, 10th Floor, San Francisco, California; and

WHEREAS, Staff has determined that since the City of South San Francisco adopted the Program EIR, Supplemental EIR, and Environmental Consistency Analysis, there have been no substantial changes in the Redevelopment Plan, Community Civic Campus Project, and Former SFPUC Opportunity Site Residential Project or changes in Project circumstances that would result in new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Program EIR, Supplemental EIR, and Environmental Consistency Analysis; and

WHEREAS, This Commission, acting as a responsible agency under the CEQA Guidelines sections 15096 and 15381, has reviewed the Program EIR, Supplemental EIR, and Environmental Consistency Analysis and has determined that the approval and execution of the Purchase and Sale Agreement and Quitclaim Deed is within the scope of the Project's CEQA approval, and that the Program EIR, Supplemental EIR, and Environmental Consistency Analysis and other materials are adequate for use in approval and execution of the Purchase and Sale Agreement and Quitclaim Deed; and

WHEREAS, The SFPUC has no direct authority or responsibility with respect to the proposed Redevelopment Plan, Community Civic Campus Project, Former SFPUC Opportunity Site Residential Project, or any Project mitigation measures, other than to enable the City of South San Francisco, through approval and execution of the Purchase and Sale Agreement and Quitclaim Deed, to carry out the proposed Project; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the Program EIR, Supplemental EIR, and Environmental Consistency Analysis, and record and finds that the Program EIR, Supplemental EIR, and Environmental Consistency Analysis are adequate for use as the decision-making body for the action taken by this Resolution; and, be it

FURTHER RESOLVED, This Commission affirms the determination that since the Program EIR, Supplemental EIR, and Environmental Consistency Analysis were finalized, there have been no substantive Project changes and no substantial changes in Project circumstances that would require revisions to the Program EIR, Supplemental EIR, and Environmental Consistency Analysis due to the potential involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Program EIR, Supplemental EIR, and Environmental Consistency Analysis; and, be it

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

FURTHER RESOLVED, That this Commission hereby declares the Property surplus to the SFPUC's utility needs in accordance with Section 8B.121(e) of the City Charter; and, be it

FURTHER RESOLVED, That this Commission finds, under the circumstances described above, that the Property is "surplus land", as defined in California Government Code Section 55421(b) because it is owned in fee simple by City and not necessary for City's use; and, be it

FURTHER RESOLVED, That this Commission finds, under the circumstances described above, that the Property is "exempt surplus land" as defined in Government Code Section 54221(f)(1)(D) because it is surplus land that the City is transferring to another local agency for the agency's use; and, be it

FURTHER RESOLVED, That this Commission asks the Board of Supervisors to determine, in accordance with Section 23.3 of the Administrative Code, that a competitive

being process for the conveyance of the Property is impractical and is otherwise not in the public interest because (i) the Property's location, dimension, and current use make its use by any other entity impractical; (ii) the sale of the Property to South San Francisco will support the continuation of the Property's current use as portions of public city streets; and (iii) the sale of the Property to South San Francisco will avoid the costly risk of eminent domain litigation; and be it

FURTHER RESOLVED, That this Commission hereby approves the terms and conditions of the Agreement and authorizes and directs the General Manager and City's Director of Property to execute the Agreement and Quitclaim Deed subject to the approval of the Board of Supervisors and Mayor; and be it

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

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of December 10, 2024.*



---

Director of Commission Affairs  
San Francisco Public Utilities Commission

DEC 19 2017

MATTHEW CHURCH, County Clerk  
E. GLENN S. CHANGHIN  
Deputy Clerk

**NOTICE OF DETERMINATION**

**To: County Clerk**  
County of San Mateo  
County Recorder  
Special Services - 6th Floor  
401 Marshall Street  
Redwood City, CA 94063

**From: City of South San Francisco**  
P. O. Box 711 – 315 Maple Avenue  
South San Francisco, CA 94080

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

**P08-0077; ZA17-0006, GPA17-0004, EIR17-0001 El Camino Real/Chestnut Avenue Area Plan Revisions, Community Civic Campus Project, and associated Supplemental EIR**  
Project Title

2010072015 & 1996032052	TONY ROZZI, Principal Planner	(650) 877-8535
State Clearinghouse Number	Lead Agency	Area Code/Telephone/Extension
(If submitted to Clearinghouse)	Contact Person	

Citywide, South San Francisco, CA 94080 – County of San Mateo  
Project Location (include county)

Consideration of the El Camino Real/Chestnut Avenue Area Plan Amendment to incorporate the Community Civic Campus project, associated Zoning Text Amendment, General Plan Amendment, and certification of the draft and final Subsequent Environmental Impact Report in accordance with Title 20 of the South San Francisco Municipal Code.

This is to advise that the City Council, Lead Agency, has approved the above described project on 12/13/2017 and has made the following determinations regarding the above described project.

1. The project [☒will ☐will not] have a significant effect on the environment based on the EIR adopted in 2011. The SEIR adopted in 2017 finds that there will be no new significant impacts associated with the Project beyond those identified and analyzed in the 2011 EIR.
2. ☒ An Environment Impact Report was prepared in 2011 and a SEIR in 2017 for this project pursuant to the provisions of CEQA.  
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒were ☐were not] adopted as part of the SEIR adopted in 2017; mitigation measures were not made a condition of the approval of the project in 2011.
4. A statement of Overriding Considerations [☒was ☐was not] adopted for this project in 2011.

This is to certify that the final SEIR with comments and responses and record of project approval is available to the General Public at: Planning Division, 315 Maple Avenue, South San Francisco, CA 94080

Signature (Public Agency) \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_  
Date received for filing at OPR \_\_\_\_\_  
2903738.1

December 14, 2017 Planning Manager  
Revised September 1993



State of California - Department of Fish and Wildlife

**2017 ENVIRONMENTAL FILING FEE CASH RECEIPT**

DFW 753.5a (Rev. 01/01/17) Previously DFG 753.5a

Print

State Over

Finalize&amp;Email

RECEIPT NUMBER:

41 — 12192017 —

STATE CLEARINGHOUSE NUMBER (If applicable)

**SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.**

LEAD AGENCY

CITY OF SOUTH SAN FRANCISCO

LEAD AGENCY EMAIL

DATE

12192017

COUNTY/STATE AGENCY OF FILING

San Mateo

DOCUMENT NUMBER

PROJECT TITLE

P08-0077; ZA17-0006, GPA17-0004, EIR17-007 El Camino Real/Chestnut Avenue Area Plan Revisions, Community Civic Campus Project, and associated Supplemental EIR

PROJECT APPLICANT NAME

SALESH MEHRA

PROJECT APPLICANT EMAIL

PHONE NUMBER

( )

PROJECT APPLICANT ADDRESS

CITY

STATE

ZIP CODE

**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 (EIR)	\$3,078.25	\$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,216.25	\$	0.00
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,046.50	\$	0.00

☐ Exempt from fee☒ Notice of Exemption (attach)☐ CDFW No Effect Determination (attach)☒ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee		\$	50.00
<input type="checkbox"/> Other		\$	

**PAYMENT METHOD:**☐ Cash ☒ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ 50.00

SIGNATURE

AGENCY OF FILING PRINTED NAME AND TITLE

X

GLENN S. CHANGTIN / COUNTY CLERK



**County of San Mateo  
Assessor-County Clerk-Recorder  
Mark Church**

**555 County Center  
Redwood City, CA, 94063**

Finalization 2017085874  
12/19/17 3:50 pm  
016 96

Item Title

1 EIR Administrative Fee  
Document ID

Amount

DOC# 2017-000320

50.00

Total

50.00

Payment Type

Amount

Credit Card  
# 016057

50.00

Amount Due

0.00

**THANK YOU  
PLEASE RETAIN THIS RECEIPT  
FOR YOUR RECORDS**

## Notice of Determination

TO: County Clerk  
County of San Mateo  
County Recorder  
555 County Center, First Fl.  
Redwood City, CA 94063

From: City of South San Francisco  
P.O. Box 711 – 315 Maple Avenue  
South San Francisco, CA 94080  
Contact: Michael Lappen  
Phone: (650) 829-6620

**SUBJECT:** *Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.*

State Clearinghouse Number (if submitted to State Clearinghouse): SCH # 2010072015

Project Title: *El Camino Real/Chestnut Avenue Area Plan*

Project Location (include county): *South San Francisco, California in San Mateo County. Approximately 98 acres, the "Planning Area" is located generally near the intersection of El Camino Real and Chestnut Avenue in South San Francisco, California and includes Kaiser Medical Center, Buri Buri Shopping Center, and Chestnut Shopping Center. The northern edge of the Study Area is located south of the South San Francisco BART station.*

Project Description: *General Plan Amendment, Rezone, Zoning Amendment, Area Plan (including design guidelines), and environmental impact report to allow for high-density residential, and mixed commercial, civic and residential uses in the 98-acre planning area.*

This is to advise that the *South San Francisco City Council* has approved the above described (☒ Lead Agency or ☐ Responsible Agency) project on *July 27, 2011* and has made the following determinations regarding the above (Date) described project:

1. The project (☒ will ☐ will not) have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☐ were ☒ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☐ was ☒ was not ] adopted for this project.
5. A statement of Overriding Considerations [☒ was ☐ was not] adopted for this project.
6. Findings [☒ were ☐ were not ] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at: *City of South San Francisco, Planning Division, 315 Maple Avenue, South San Francisco 94080*

Signature (Public Agency) 

Date Received for filing at *OPR*

Title: *Chief Planner* Date: *July 28, 2011*

(850) 877-8508  
South San Francisco, CA 94083

ACCOUNTS PAYABLE CHECK

NO. 204571

INVOICE NUMBER	DATE	P.O. NUMBER	DESCRIPTION	DISCOUNT	AMOUNT
P08-0077:EIR11-0001	05/26/2011		NOTICE OF DETERMINATION - ECR/CHESTNUT	0.00	2,885.25
					2,885.25

PLEASE DETACH BEFORE DEPOSITING

2,885.25



409 Grand Ave  
PO Box 711  
South San Francisco, CA 94083  
(850) 877-8508

PAYABLE THROUGH  
WELLS FARGO BANK, N.A.  
261 2ND AVE SOUTH  
MINNEAPOLIS, MN 55479

000621

05/25/2011

204571

PAY

Two Thousand Eight Hundred Eighty Five Dollars and Twenty Five Cents

2,885.25

TO THE  
ORDER  
OF

SAN MATEO COUNTY  
ASSESSOR-COUNTY CLERK-RECORDER  
555 COUNTY CENTER, FIRST FLOOR  
REDWOOD CITY, CA 94063

*Frederick*  
*Pay to the order of*

⑈0204571⑈ ⑆121000248⑆ 4123724452⑈

County of San Mateo  
Assessor-County Clerk-Recorder  
Mark Church

555 County Center  
Redwood City, CA, 94063

Finalization 2011044341

8/9/11 1:12 pm

021 36

Item	Title
1	EIR
Fish & Game: Env Impact Report	
Document ID	Amount
-----	
DOC# 2011-000155	2889.25
Time Recorded 1:12 pm	

-----  
Total 2889.25

Payment Type	Amount
-----	
Check tendered	2885.25
# 204571	
Credit Card	4.00
# 004887	

Amount Due 0.00

THANK YOU  
PLEASE RETAIN THIS RECEIPT  
FOR YOUR RECORDS

SAN MATEO COUNTY  
SPECIAL SERVICES  
MID: 5483790003185048

TERMINAL ID: 1 88021532790003185048801  
MERCHANT ID: 548379000318504

UISA PCARD CSN: 36  
\*\*\*\*\*1873 EXP: XX/XX KEYED CNP  
SALE INU: 880019  
RECORD: 18 TIME: 11:26  
DATE: Aug 09, 11  
BATCH: 880398 AUTH: 8804887

DUPE: P


TOTAL \$4.00


555 COUNTY CTR  
REDWOOD CITY, CA 94063  
650-363-4500

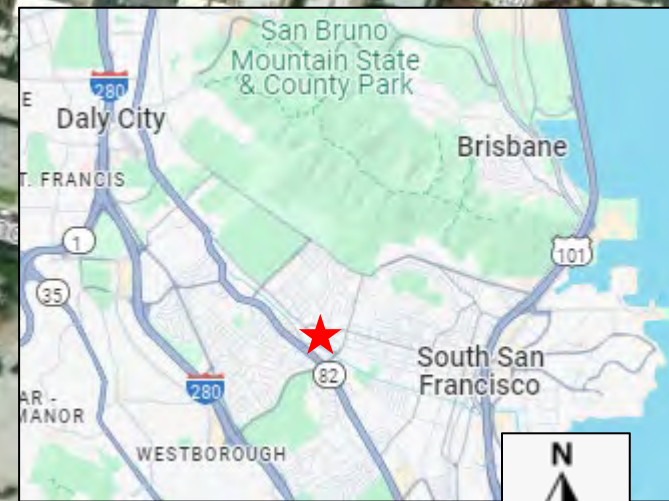
CUSTOMER COPY



# LOCATION MAP FOR SUBJECT PROPERTY

 SFPUC Fee-Owned  
Property

 SFPUC Easement



SFPUC Parcel No. 21  
(Subject Property)







April 18, 2024

### DECLARATION OF UNDERUTILIZATION

The City and County of San Francisco, through its Public Utilities Commission ("SFPUC"), owns Parcel No. 21 located within Mission Road and Antoinette Lane between Grand Avenue and Chestnut Avenue in the City of South San Francisco, consisting of approximately 46,097 square feet.

A depiction of the parcel is attached to this Declaration of Underutilization.

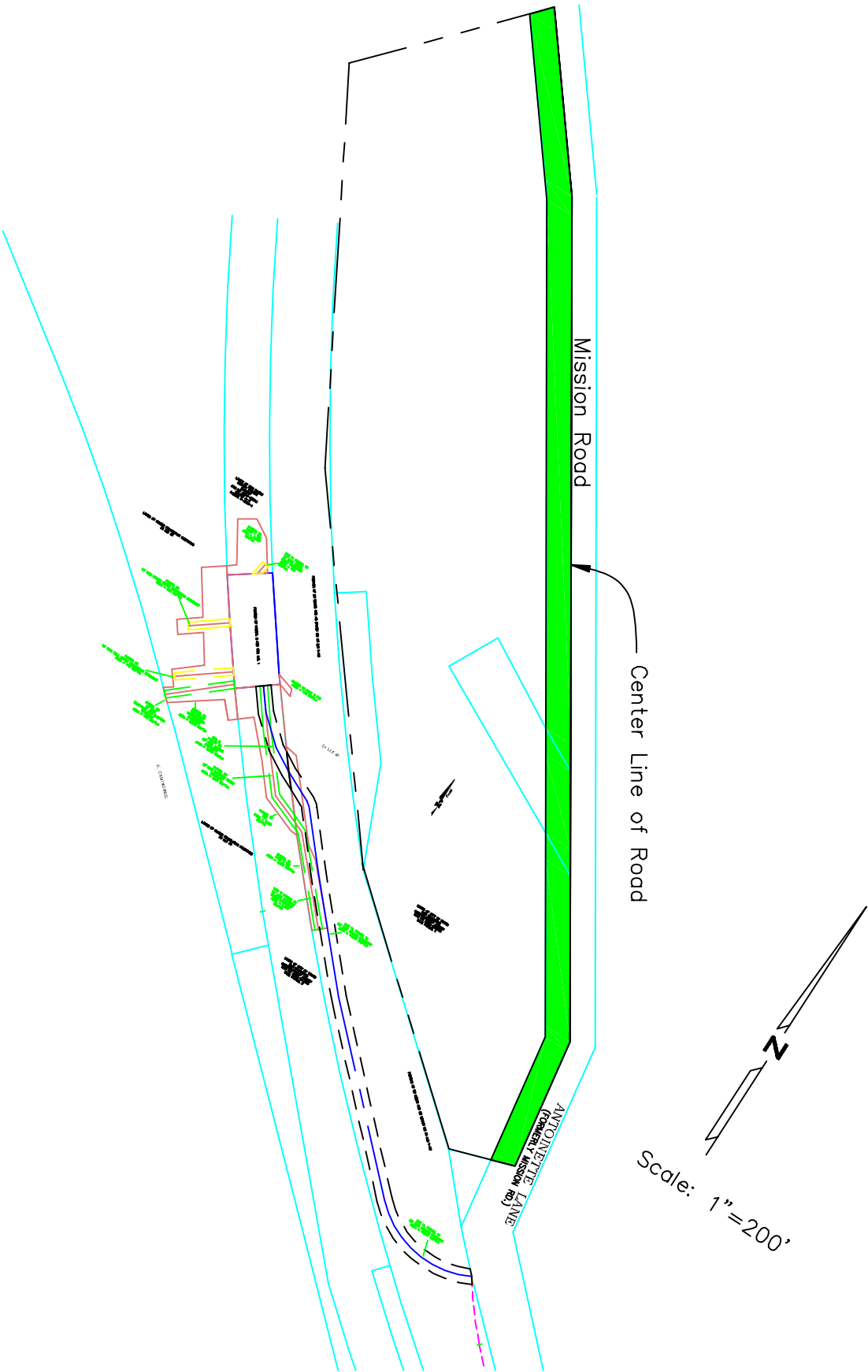
This property is not essential to the SFPUC's utility needs.

### SAN FRANCISCO PUBLIC UTILITIES COMMISSION

By:  \_\_\_\_\_ Date: 04/18/2024 | 1:21:44 PM PDT  
DocuSigned by:  
Steven Ritchie  
Assistant General Manager,  
Water Enterprise

By:  \_\_\_\_\_ Date: 04/24/2024 | 12:13:12 PM PDT  
DocuSigned by:  
Barbara Hale  
Assistant General Manager,  
Power Enterprise

By:  \_\_\_\_\_ Date: 04/24/2024 | 3:43:24 PM PDT  
DocuSigned by:  
Joel Prather  
Assistant General Manager,  
Wastewater Enterprise



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

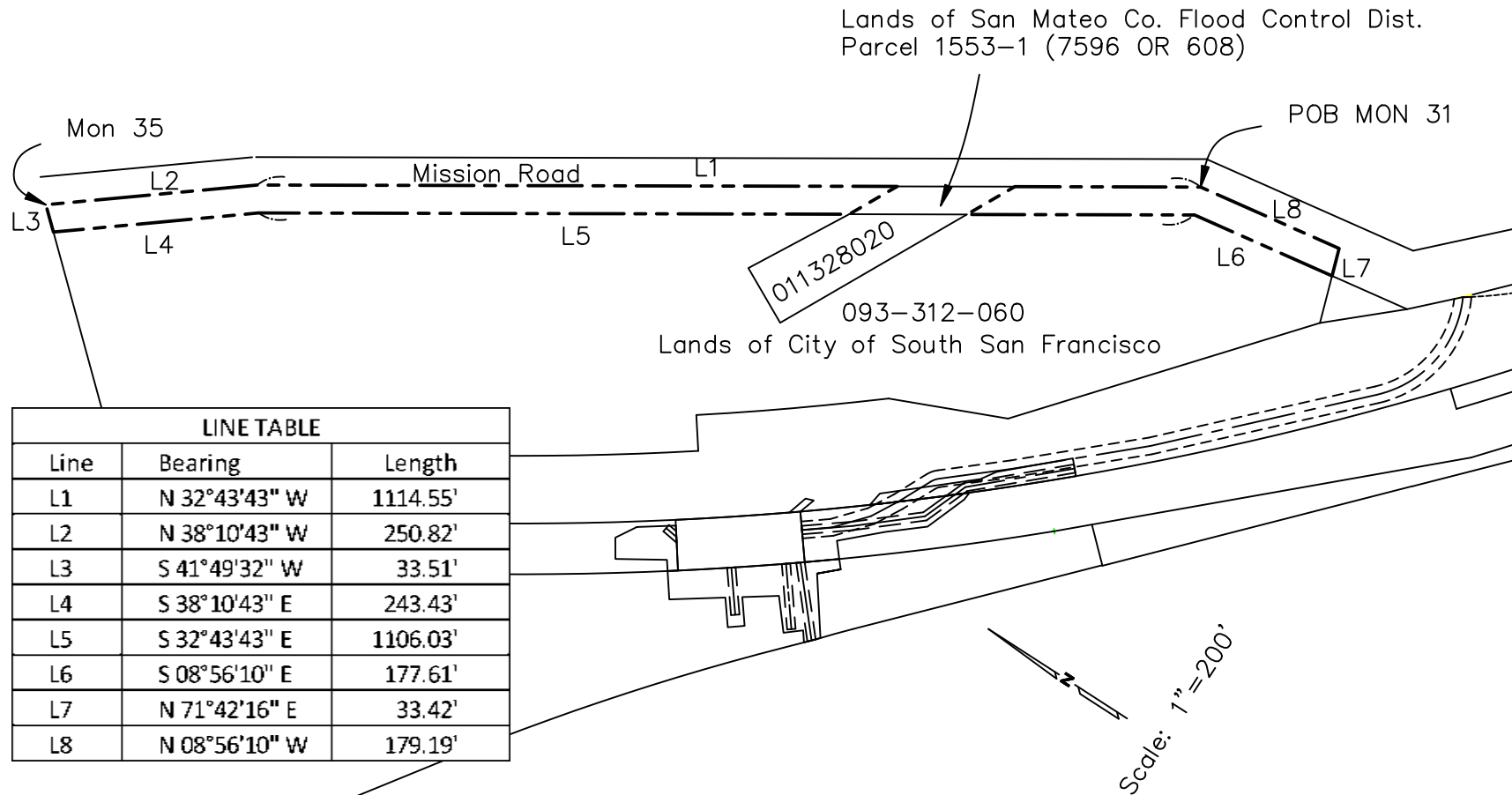
Parcel 21 493 OR 1  
Spring Valley Water Company to  
C&C of San Francisco

City of South San Francisco  
County of San Mateo, CA

Parcel 21 09/30/2020



## EXHIBIT B



Note: Bearings of Center Line of Mission Rd. are as shown on  
Pages 49 & 50 of LLS Vol 34

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

That portion of Mission Rd formerly  
a portion of Parcel 21, described in  
493 OR 1, excepting therefrom Parcel  
1553-1, described in 7596 OR 608

City of South San Francisco  
County of San Mateo, CA

Mission Rd.dwg 05/25/2022





May 25, 2022

**Exhibit "A"**  
**LEGAL DESCRIPTION**

All that real property situate in the City of South San Francisco, County of San Mateo, State of California, being a portion of that certain parcel described as Parcel 21 of San Mateo County Lands as described in the deed from Spring Valley Water Company to the City and County of San Francisco, dated March 3, 1930, recorded in Vol. 493 of Official Records at page 1, in the Office of the Recorder of San Mateo County, State of California, more particularly described as follows:

**Beginning** at Monument 31 in the center of Mission Road as called for in said description of said Parcel 21 and also shown on that certain Record of Survey filed in San Mateo County in volume 34 of LLS maps pages 1 through 61, at page 49;

**Thence** continuing along the centerline of Mission Road, North 32°43'43" West, 1,114.55 feet as shown on said LLS map;

**Thence** continuing on said centerline, North 38°10'43" West, 250.82 feet to Monument 35;

**Thence** leaving said centerline, South 41°49'32" West, 33.51 feet;

**Thence** South 38°10'43" East, 243.43 feet;

**Thence** South 32°43'43" East, 1,106.03 feet;

**Thence** South 08°56'10" East, 177.61 feet;

**Thence** North 71°42'16" East, 33.42 feet to a point formerly marked by Monument 30;

**Thence** North 08°56'10" West, 179.19 feet to the **Point of Beginning**.

**Excepting** therefrom that certain parcel 1553-1 described in that Final Order of Condemnation filed for record September 1, 1977 in Volume 7596 of Official Records, in the Office of the Recorder of San Mateo County, State of California at page 608.

Containing an area of 46,097 square feet, more or less.

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

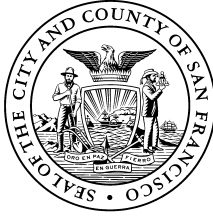
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.



Tony E. Durkee, PLS 5773  
License Expires 06/30/2024



**City & County of San Francisco**  
London N. Breed, Mayor



**Office of the City Administrator**  
Carmen Chu, City Administrator  
Andrico Q. Penick, Director of Real Estate

**INTEROFFICE MEMORANDUM  
APPRAISAL REVIEW**

**TO:** Andrico Q. Penick, Director of Real Estate  
**FROM:** Dina Brasil, Right of Way Manager, SFPUC  
**CC:** Rosanna Russell, SFPUC Real Estate Director  
**DATE:** Wednesday, October 23, 2024  
**RE:** Appraisal Update on Sale of SFPUC Parcel 21 to South San Francisco

<b>Project Summary</b>		DocuSigned by: <i>Andrico Q. Penick</i> 3441150C0287489	024
<b>Basic Information</b>			
Date of Appraisal Report:	September 25, 2024		
Date of Appraisal Value:	September 24, 2024		
Appraiser:	Erik Woodhouse ARWS		
Cost:	N/A (Commissioned by Buyer)		
Department Appraisal is for:	Valuation of SFPUC Parcel 21 in South San Francisco		
Reason for the Appraisal:	Sale of SFPUC surplus property		
Transaction Appraisal supports:	SFPUC Regional Groundwater Project		
<b>Property Information</b>			
Landlord/Owner:	SFPUC		
Address:	Portions of Mission Rd and Antoinette Lane in SSF		
Square Feet:	46097 total. 39,779 public street area and 6,318 vacant unencumbered.		
Current Use:	Public Roadway and ancillary uses		
Term of Lease:	N/A		
Supervisor District:	N/A		
<b>Appraisal Review</b>			
Appraisal Approach:	Sales Comparison		
Income (Number of Comps):	N/A		
Sales Comparison (Number of Comps):	5 vacant land sales; 11 remnant land sales		
Cost (Number of Comps):	N/A		
Were the methods reconciled?	Yes		
Were the comps appropriate?	Yes		
Concluded value:	\$205/sq. ft. vacant land; Nominal value for Remnant portion (street area)		
<b>Recommendation</b>			
Recommendation:	SFPUC recommends approval of the appraisal report in the amount of \$132,000.		

Attachments –  
Key pages of Appraisal



No. 22051C

# Appraisal Report

*for*

## **City of South San Francisco Acquisition of Portions of Mission Road and Antoinette Lane**

### **SFPUC Property**

Portions of Mission Road and Antoinette Lane  
South San Francisco, CA

*Prepared by:*

**Erik Woodhouse, MAI, R/W-AC**  
Senior Appraiser

**Date of Report:** September 25, 2024

**Date of Value:** September 24, 2024

---

**Associated Right of Way Services, Inc.**  
1255 Treat Blvd., Suite 815  
Walnut Creek, CA 94597  
925.691.8500

**City of South San Francisco**

Acquisition of Portions of Mission Road and Antoinette Lane

Property Owner – SFPUC

**Subject Property Information****Subject Property Data Summary**

Assessor's Parcel Number: None Assigned

Property Location/Address: Portions of Mission Road and Antoinette Lane, South San Francisco, CA

Owner: SFPUC

Owned Since: Over five years

Occupied By: Public street improvements and vacant land

Total Site Area:

Area	Size (s.f.)
Within Right of Way or Adjacent to Public-Zoned Land	46,097
Not Within Right of Way or Adjacent to Public-Zoned Land	6,318
<b>Total</b>	<b>39,779</b>

Zoning: **Mission Road**: Portion in publicly traveled right of way areas not zoned, Portion outside publicly traveled right of way areas zoned RH-180, High-Density Residential  
**Antoinette Lane**: Portion in publicly-traveled right of way areas not zoned, Portion outside publicly-traveled right of way areas zoned Public/Quasi Public

General Plan: **Mission Road**: Portion not assigned; portions designated Urban Residential  
**Antoinette Lane**: Portion not assigned, portions designated Public

Highest and Best Use:  
As Vacant: **Mission Road**: 6,318 square feet outside of existing public right of way have a highest and best use for assembly with the adjacent parcel to the southwest; remaining area has no economic use potential.  
**Antoinette Lane**: No economic use potential.

Flood Hazard Information: Flood Zone X and A, Map No. 06081C0037E, dated October 16, 2012

Earthquake Information: Not located in an Earthquake Fault Zone

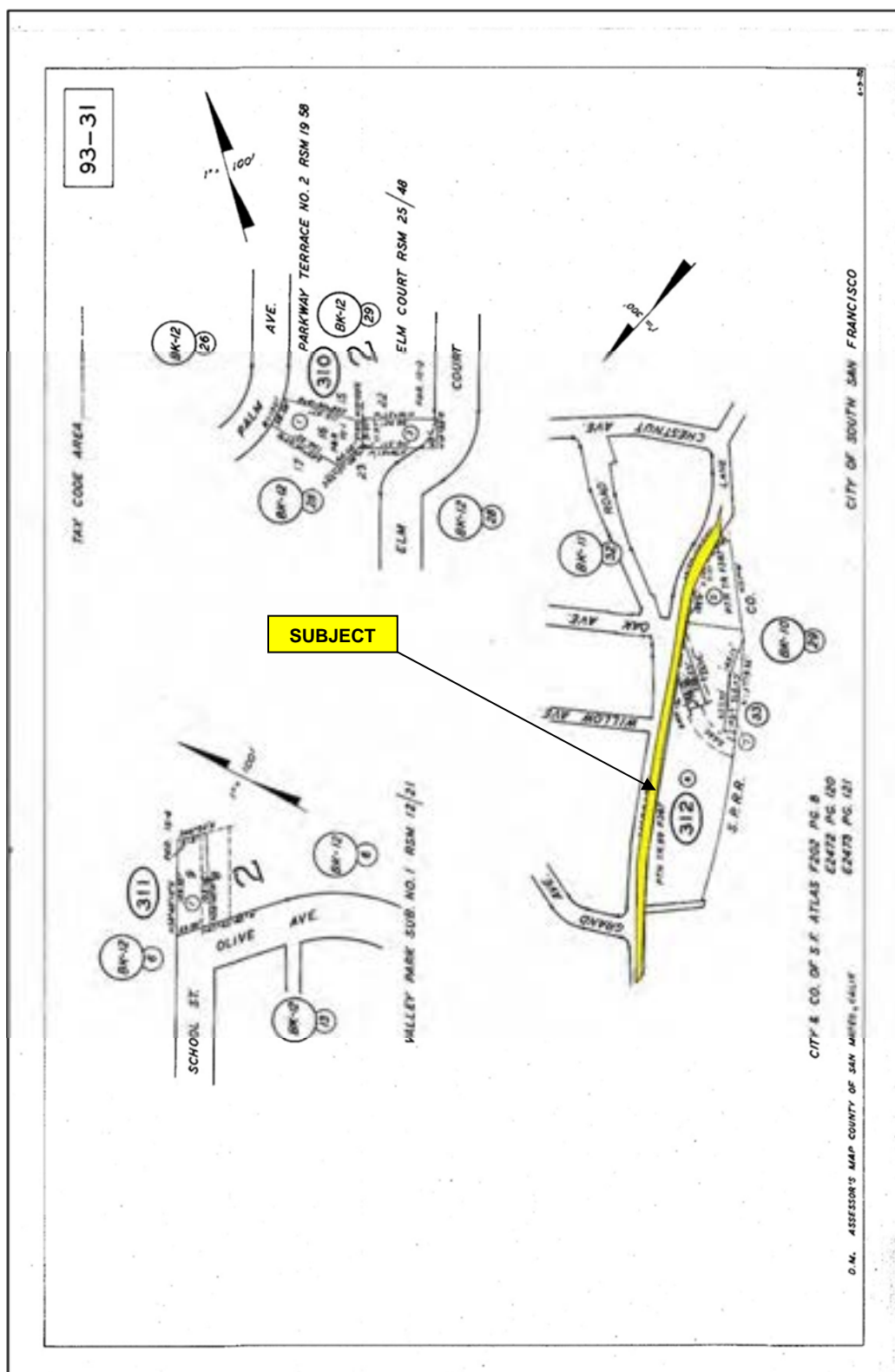
# City of South San Francisco

Acquisition of Portions of Mission Road and Antoinette Lane

Property Owner – SFPUC



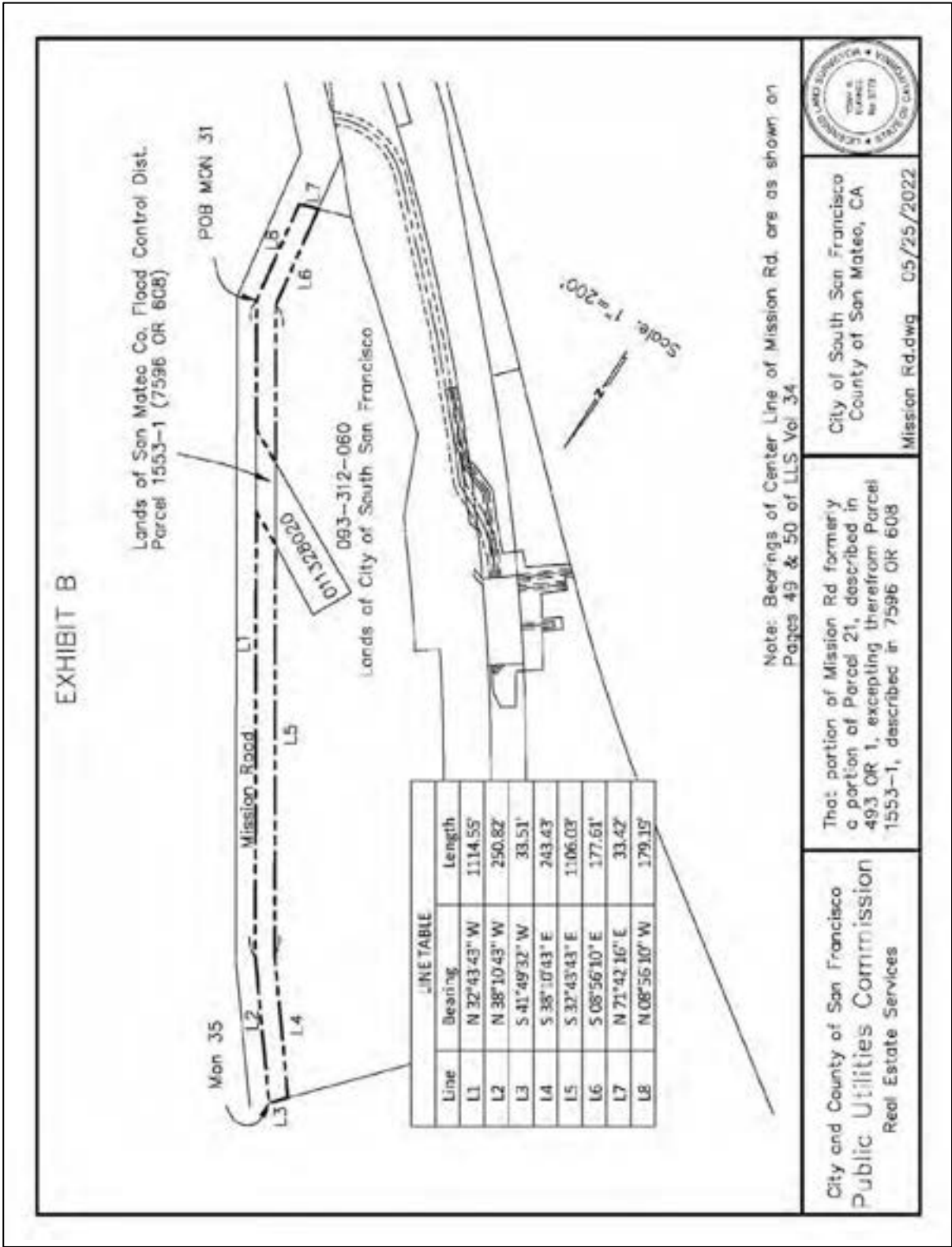
## Assessor's Parcel Map



City of South San Francisco  
Acquisition of Portions of Mission Road and Antoinette Lane  
Property Owner – SFPUC



Plat Map of Area to be Acquired





**City of South San Francisco**

Acquisition of Portions of Mission Road and Antoinette Lane

Property Owner – SFPUC



**Legal Description of Area to be Acquired**

May 25, 2022

**Exhibit "A"**  
**LEGAL DESCRIPTION**

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Containing an area of 46,097 square feet, more or less.

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

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

*Tony E. Durkee*

Tony E. Durkee, PLS 5773

License Expires 06/30/2024



**City of South San Francisco**

Acquisition of Portions of Mission Road and Antoinette Lane  
Property Owner – SFPUC



**Subject Aerial Photograph**





## City of South San Francisco

Acquisition of Portions of Mission Road and Antoinette Lane

Property Owner – SFPUC



### Zoning Map



**City of South San Francisco**

Acquisition of Portions of Mission Road and Antoinette Lane

Property Owner – SFPUC

**Sales Data Summary****Land Sales Data**

No.	Address City, State APN	Sales Contract Date COE	Parcel Size (Acres) Parcel Size (Sq. Ft.)	Zoning General Plan	Entitlements Density	Sales Price \$/Sq. Ft. (Land)
L-01	6854 Mission St Daly City, CA 003-172-080	Jul-24 08/30/24	0.25 11,016	Light Commercial Commercial Mixed-Use	Unentitled	\$1,850,000 \$167.94
L-02	400 S Airport Blvd South San Francisco, CA 015-141-160	Apr-23 06/09/23	0.46 19,994	T6 Urban Core East of 101 Mixed Use	Unentitled Up to 200 du/a	\$4,100,000 \$205.06
L-03	100 Produce Ave and 124 S Airport Blvd South San Francisco, CA 015-113-180, -380	Unknown 06/02/22	4.00 174,198	Business Commercial High Density Mixed Use	Entitled 120 du/a	\$63,000,000 \$361.66
L-04	89 W El Camino Real Mountain View, CA 193-13-022	Jun-21 10/27/21	0.46 20,159	El Camino Real Precise Plan Mixed Use Corridor	Unentitled N/A	\$5,950,000 \$295.15
L-05	1 Adrian Ct Burlingame, CA 025-169-380	Apr-21 08/31/21	2.83 123,231	RRMU Live/Work	Entitled 94 du/a	\$34,000,000 \$275.90

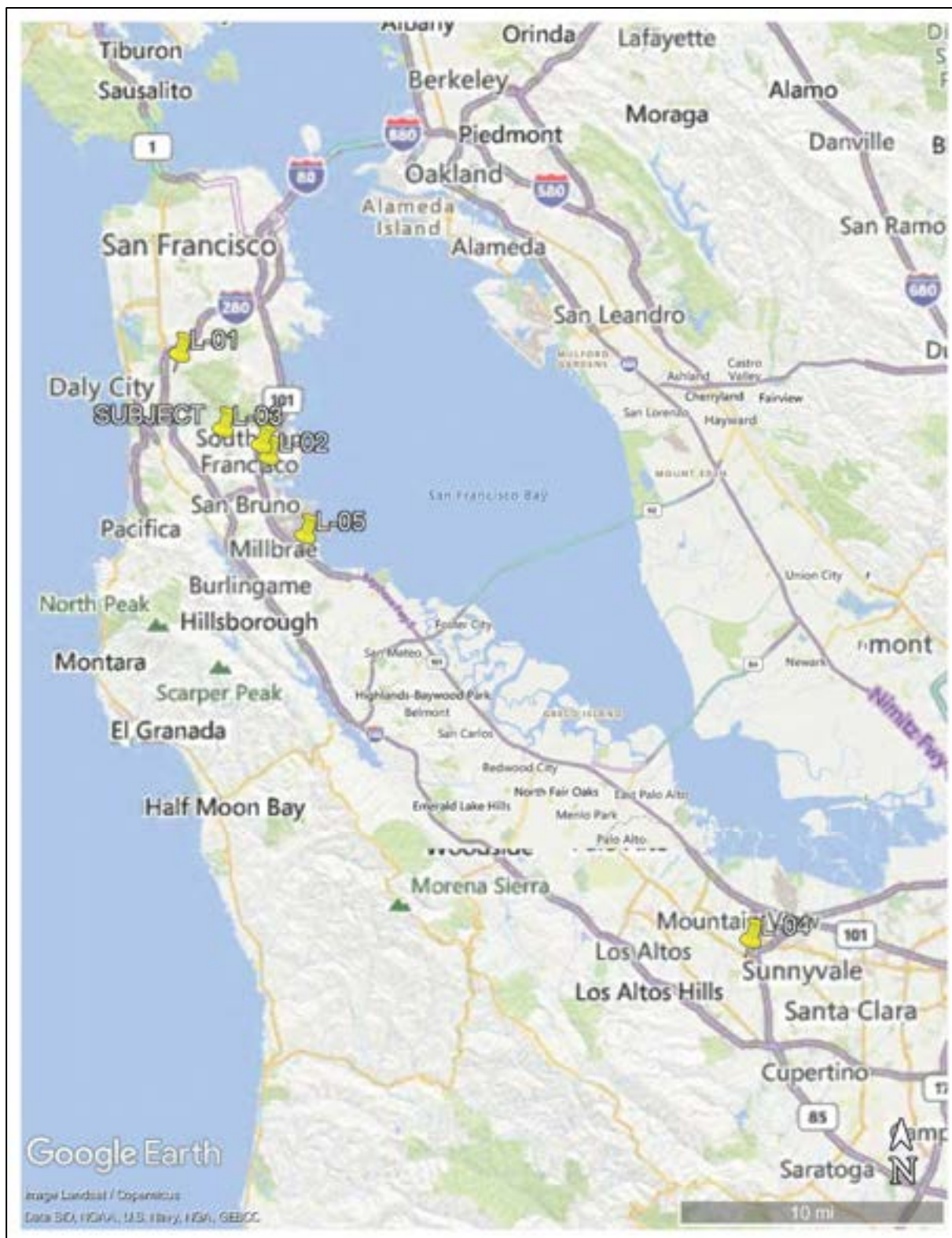
# **City of South San Francisco**

Acquisition of Portions of Mission Road and Antoinette Lane

Property Owner – SFPUC



## **Comparable Land Sale Location Map**





**City of South San Francisco**

Acquisition of Portions of Mission Road and Antoinette Lane

Property Owner – SFPUC



The following table summarizes the adjustments made to each comparable.

Comparable	L-01 6854 Mission St Daly City, CA	L-02 400 S Airport Blvd South San Francisco, CA	L-03 100 Produce Ave and 124 S Airport South San Francisco, CA	L-04 89 W El Camino Real Mountain View, CA	L-05 1 Adrian Ct Burlingame, CA
<b>Sale Date</b>	Aug-24	Jun-23	Jun-22	Oct-21	Aug-21
<b>Sales Price</b>	\$1,850,000	\$4,100,000	\$63,000,000	\$5,950,000	\$34,000,000
<b>Parcel Size (Acres)</b>	0.25	0.46	4.00	0.46	2.83
<i>Sales Price / Sq. Ft.</i>	\$167.94	\$205.06	\$361.66	\$295.15	\$275.90
<b>Property Rights Conveyed</b>	Ø	Ø	Ø	Ø	Ø
<b>Financing Terms</b>	Ø	Ø	Ø	Ø	Ø
<b>Conditions of Sale</b>	Ø	Ø	Ø	Ø	Ø
<b>Expenditures After Purchase</b>	Ø	Ø	Ø	Ø	+
<b>Market Conditions (Time)</b>	Ø	Ø	Ø	-	-
<b>Location</b>	++	+++	-	-	-
<b>Size</b>	-	-	Ø	-	-
<b>Land Use (Zoning / General Plan)</b>	Ø	Ø	+	+	+
<b>Site Utility / Constraints</b>	Ø	-	-	-	Ø
<b>Contributory Improvements &amp; Utilities</b>	Ø	-	Ø	Ø	Ø
<b>Entitlements</b>	Ø	Ø	- - -	Ø	- - -
<b>Net Adjustment</b>	Positive	Similar	Substantially Negative	Negative	Negative

**Land Value Conclusion, Parcel Adjacent to Mission Road:**

The unadjusted unit selling prices of the comparable sales range from \$167.94 to \$362.30 per square foot. After adjustments, the comparable sales indicate a value for the subject near the low end of the range. Comparable L-02 is judged to occupy a significantly inferior location due to its close proximity to San Francisco International Airport. However, the parcel's smaller size, superior site utility, and the contributory value of the improvements on the property result in negative adjustments that are considered to offset the upward consideration for location, and overall, this comparable is judged to indicate a unit value for the land adjacent to the subject near its sale price of \$205.06. Comparable L-01 occupies an inferior location, but it is smaller than the subject. Overall, it is considered to indicate a unit value for the land adjacent to the subject higher than its sale price of \$167.94 per square foot. The remaining sales occupy superior locations, Comparables L-04 and L-05 sold during superior market conditions, and Comparables L-03 and L-05 sold with entitlements having been processed by the seller. For these and other reasons, all indicate unit values for the land adjacent to the subject below their respective sale prices.

Based on the prior analysis and in view of the definition of value, the estimated fair market land value of the parcel adjacent to the southwest of Mission Road is concluded to be near the unit sale price of Comparable L-02, or \$205 per square foot.

**Discount due to Assemblage Highest and Best Use**

To value the portions of the Mission Road portions of the subject parcel outside of the publicly traveled right of way areas, a discount to the unit value of the adjacent parcel is warranted to account for the limited market for the area of a single potential buyer, the owner of the abutting

**City of South San Francisco**

Acquisition of Portions of Mission Road and Antoinette Lane

Property Owner – SFPUC

**REMNANT LAND SALES SUMMARY**

<u>Sale No.</u>	<u>Location</u>	<u>Sale Date</u> <u>Grantor</u> <u>Grantee</u>	<u>Purchase Price (per sf)</u> <u>Estimated Market (per sf)</u>	<u>Zoning</u>	<u>Discount</u> <u>From Market</u>
1	1098 S. 3rd St. San Jose, CA 472-15-029	<u>Dec-05</u> <u>Union Pacific Railroad</u> Lawrence B. Stone Properties	<u>\$13.79</u> \$30.00	M1	54%
2	West of Dobbin Rd. San Jose, CA 254-55-013	<u>Apr-07</u> <u>Union Pacific Railroad</u> Allen Mirzaei	<u>\$9.83</u> \$25.00	LI	61%
3	Griffith St. (East Side) San Leandro, CA 077B-0851-048 & -055	<u>Jan-07</u> <u>Union Pacific</u> Rosalinde & Arthur Gilbert Foundation	<u>\$14.10</u> \$20.00	IG	30%
4	Griffith St. (East Side) San Leandro, CA 077B-0851-055	<u>Nov-09</u> <u>Rosalinde &amp; Arthur Gilbert Foundation</u> Coca Cola Bottling Co.	<u>\$7.98</u> \$14.00	IG	43%
5	323 South Canal St. South San Francisco, CA 015-164-220	<u>Jan-09</u> <u>unknown</u> Chang & Young Ahn	<u>\$30.00</u> \$45.00	MI	33%
6	220 Shaw Rd. South San Francisco, CA 015-164-230	<u>Aug-09</u> <u>Economy Lumber</u> Angelo, Gordon & Co.	<u>\$27.38</u> \$45.00	M2	39%
7	2075 N. Capitol Ave. San Jose, CA 244-01-057	<u>Dec-00</u> <u>PG&amp;E</u> MA Laboratories, Inc.	<u>\$8.00</u> \$22.00	IP	64%
8	2110 Railroad Ave. Pittsburg, CA 087-030-083	<u>Aug-11</u> <u>City of Pittsburg</u> Randy Baugh	<u>\$2.22</u> \$15.00	PD-1319	85%
10	4050 Port Chicago Highway Concord, CA 100-370-009	<u>Mar-14</u> <u>City of Concord</u> Pacific Ranch Inv.	<u>\$3.52</u> \$9.00	Parks & Rec.	61%
11	25408 University Ct. Hayward, CA 425-0390-019	<u>Oct-17</u> <u>Burton / Vanderwilk</u> County of Alameda	<u>\$0.90</u> \$12.80	Residential	93%

Since the areas are judged to have minor contributory value in assembly with the adjoining parcel, as supported by the response letter to the City of South San Francisco from the developer of the land adjacent to Mission Road, L37 Development, declining the opportunity to purchase the Mission Road portion of the subject, a discount factor toward the upper end of the range indicated by the preceding data, or 90% is attributed to the value of the areas. Conversely, the areas are concluded to have 10% of the underlying fee value for assembly with the adjacent parcel to the southwest.

**City of South San Francisco**  
Acquisition of Portions of Mission Road and Antoinette Lane  
Property Owner – SFPUC



**Value Conclusion, Subject Property**

As previously stated, the portions of the subject parcel within existing public right of way areas and zoned Public/Quasi-Public are considered to have nominal economic use potential. Accordingly, these areas are assigned a nominal valuation of \$2,500.

Therefore, the conclusion of value for the subject parcel is as shown in the following table.

**Land Value of the Subject Property**

Fee Simple Value	Size (s.f.)	Land Value/s.f.	% of Value due to Utility in Assembly	Estimated Value
<b>Total Parcel Area</b>	Total Area: 46,097			
Within Right of Way or Adjacent to Public-Zoned Land	39,779		Nominal	\$2,500
Not Within Right of Way or Adjacent to Public-Zoned Land	6,318	x \$205	x 10%	\$129,519
<b>Total Fee Simple Value</b>				\$132,019
			<b>Rounded Up To</b>	<b>\$132,000</b>



# City of South San Francisco

P.O. Box 711 (City Hall,  
400 Grand Avenue)  
South San Francisco, CA

## City Council

### Resolution: RES 153-2017

File Number: 17-1141

Enactment Number: RES 153-2017

#### RESOLUTION ADOPTING A GENERAL PLAN AMENDMENT AND EL CAMINO REAL/CHESTNUT AVENUE AREA PLAN AMENDMENT TO INCORPORATE THE COMMUNITY CIVIC CAMPUS PROJECT.

WHEREAS, the City of South San Francisco ("City") adopted the El Camino Real/Chestnut Avenue Area Plan ("ECR/C Plan") in July of 2011, to guide and facilitate future growth and development of the approximately 98-acre planning area in the El Camino Real Corridor, between Southwood Drive to just north of Sequoia Avenue, with a focus on creating pedestrian-oriented, high density mixed-use development with a range of commercial, residential, and civic uses, including parks, plazas, and gathering spaces for the community; and

WHEREAS, City staff and the City's consultant, Michael Baker International, have prepared revisions to the ECR/C Plan ("ECR/C Plan Amendment") to accommodate the Community Civic Campus Project that will construct a new recreation and library facility, police station, fire station, City offices, and associated parking within the El Camino Real/Chestnut Avenue Plan District ("Project"); and

WHEREAS, the revisions to the ECR/C Plan to incorporate the Project requires amendments to the South San Francisco General Plan ("General Plan Amendment") and to the South San Francisco Zoning Ordinance ("Zoning Text Amendment") to ensure consistency between the revised ECR/C Plan and all other governing documents; and

WHEREAS, the Zoning Text amendment will be considered by the City Council by separate ordinance; and

WHEREAS, the City and Michael Baker International prepared a Subsequent Environmental Impact Report (SEIR) in accordance with the provisions of the California Environmental Quality Act (CEQA) and CEQA Guidelines, which discloses and analyzes the potential environmental impacts of the Project; and

WHEREAS, the Draft SEIR (DSEIR) was prepared and circulated for a 45-day public/agency review period from July 12, 2017 through August 28, 2017, and a Final SEIR (FSEIR) was prepared which includes written responses to comments received on the DSEIR and minor revisions to the DSEIR (collectively, "EIR"); and

WHEREAS, by separate resolution, the City Council has made findings and certified the EIR as an objective and accurate document that reflects the independent judgement of the City in the identification, discussion and mitigation of the Project's environmental impacts; and

WHEREAS, on November 16, 2017, the Planning Commission conducted a property noticed public hearing and recommended that the City Council certify the EIR and approve the General Plan Amendment, ECR/C Plan Amendment, and Zoning Text Amendment.

NOW, THEREFORE, BE IT RESOLVED that based on the entirety of the record before it, which includes without limitation, CEQA and CEQA Guidelines, 14 California Code of Regulations § 15000, *et seq.*; the South San Francisco General Plan and General Plan EIR, including all amendments and updates thereto; the South San Francisco Municipal Code; the El Camino Real/Chestnut Avenue Area Plan, prepared by Dyett & Bhatia, dated July 2011; the associated Draft and Final Environmental Impact Report for the El Camino Real/Chestnut Avenue Area Plan and all appendices thereto, dated 2011; the draft El Camino Real/Chestnut Avenue Area Plan Revisions, prepared by City staff and Michael Baker International; the draft Zoning Text Amendments, prepared by City staff and Michael Baker International; the draft General Plan Amendments, prepared by City staff and Michael Baker International; the Subsequent Environmental Impact Report for the Community Civic Campus Project, including the Draft and Final SEIR and all appendices thereto; all reports, minutes, and public testimony submitted as part of the Planning Commission meeting of August 17, 2017; all reports, minutes, and public testimony submitted as part of the Planning Commission meeting of November 16, 2017; all reports, minutes, and public testimony submitted as part of the City Council meeting of December 13, 2017, and any other evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) ("Record"), the City of South San Francisco City Council hereby finds as follows:

**A. General Findings**

The foregoing recitals are true and correct and made a part of this resolution.

The Record for these proceedings, and upon which this resolution is based, includes without limitation, Federal and State law; the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.* ("CEQA")) and the CEQA Guidelines (14 California Code of Regulations § 15000, *et seq.*); the South San Francisco General Plan and General Plan EIR, including all amendments and updates thereto; the South San Francisco Municipal Code, all reports, minutes, and public testimony submitted as part of the Planning Commission meeting of August 17, 2017; all reports, minutes, and public testimony submitted as part of the Planning Commission meeting of November 16, 2017; all reports, minutes, and public testimony submitted as part of the City Council meeting of December 13, 2017, and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2).



The refinements, clarifications, and/or corrections set forth in the General Plan Amendment and ECR/C Plan Amendment, as they relate to the Project are minor in nature, the adoption of which would not result in any new significant environmental effects or a substantial increase in the severity of any previously identified effects beyond those disclosed and analyzed in the Subsequent Environmental Impact Report for the Community Civic Campus Project, IS/MND prepared for the Zoning Ordinance, General Plan EIR nor do the refinements, clarifications, and/or corrections constitute a change in the project or change in circumstances that would require additional environmental review.

The documents and other material constituting the record for these proceedings are located at the Planning Division for the City of South San Francisco, 315 Maple Avenue, South San Francisco, CA 94080, and in the custody of Chief Planner, Sailesh Mehra.

#### **General Plan Amendment Findings**

The proposed General Plan Amendment for the Project will modify the land use diagram in Chapter 2 and Chapter 3 to align with the proposed ECR/C Plan Amendment that would designate the existing Municipal Services Building from Public to El Camino Real Mixed Use North. In doing this, the General Plan Amendment and the ECR/C Amendment will remain consistent with the vision of the General Plan, meet the purposes of Chapter 20.540, and continue to support the vision of dense, walkable mixed use developments close to transit. Additionally, the General Plan Amendment will modify the Housing Element and identified opportunity housing sites to comply with the State of California's Housing and Community Development Department requirements.

The proposed General Plan Amendment for the Project will remain compatible with other provisions of the General Plan and the ECR/C Plan.

The proposed General Plan Amendment for the Project will require an amendment to other plans that the City Council has adopted, namely the ECR/C Plan, and this is being done in tandem through resolution to ensure internal consistency with all City adopted documents.

The proposed General Plan Amendment for the Project is in compliance with the California Environmental Quality Act.

#### **C. El Camino Real/Chestnut Avenue Area Plan Amendment Findings**

The ECR/C Plan Amendment will slightly modify definitions and land use development regulations, but otherwise keeps the ECR/C Plan entirely intact and consistent with the previously adopted document in July of 2011. With the minor revisions to the General Plan through the associated General Plan Amendment, the ECR/C Amendment will be consistent with the General Plan.

The ECR/C Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as it only makes slight modifications to the definitions and applicability of active uses on the ground floor of mixed use buildings and does not otherwise change adopted land use or development standards.

The ECR/C Plan Amendment area is physically suitable for the proposed land use designation(s) and the anticipated development since the revision only changes development standards slightly but will not change height, density or floor area regulations that would impact property development.

The ECR/C Plan Amendment will be superior to development otherwise allowed under conventional zoning classifications since it provides additional flexibility and discretion to permit projects that may be constrained due to parcel size, shape and/or encumbrances.

Be it Further Resolved that the City Council of the City of South San Francisco hereby makes the findings contained in this resolution, and adopts the General Plan Amendment (Exhibit A), and the ECR/C Plan Amendment (Exhibit B).

BE IT FURTHER RESOLVED that all other sections, subsections, tables, figures, graphics and text that are not amended by the proposed Amendments attached shall remain in full force and effect.

Be it further resolved that this resolution shall become effective immediately upon its passage and adoption.

\* \* \* \* \*

At a meeting of the City Council on 12/13/2017, a motion was made by Mark Addiego, seconded by Pradeep Gupta, that this Resolution be adopted. The motion passed.

**Yes:** 5 Mayor Normandy, Councilmember Garbarino, Vice Mayor Matsumoto, Councilmember Gupta, and Councilmember Addiego

Attest by

  
Krista Martinelli

# SOUTH SAN FRANCISCO GENERAL PLAN

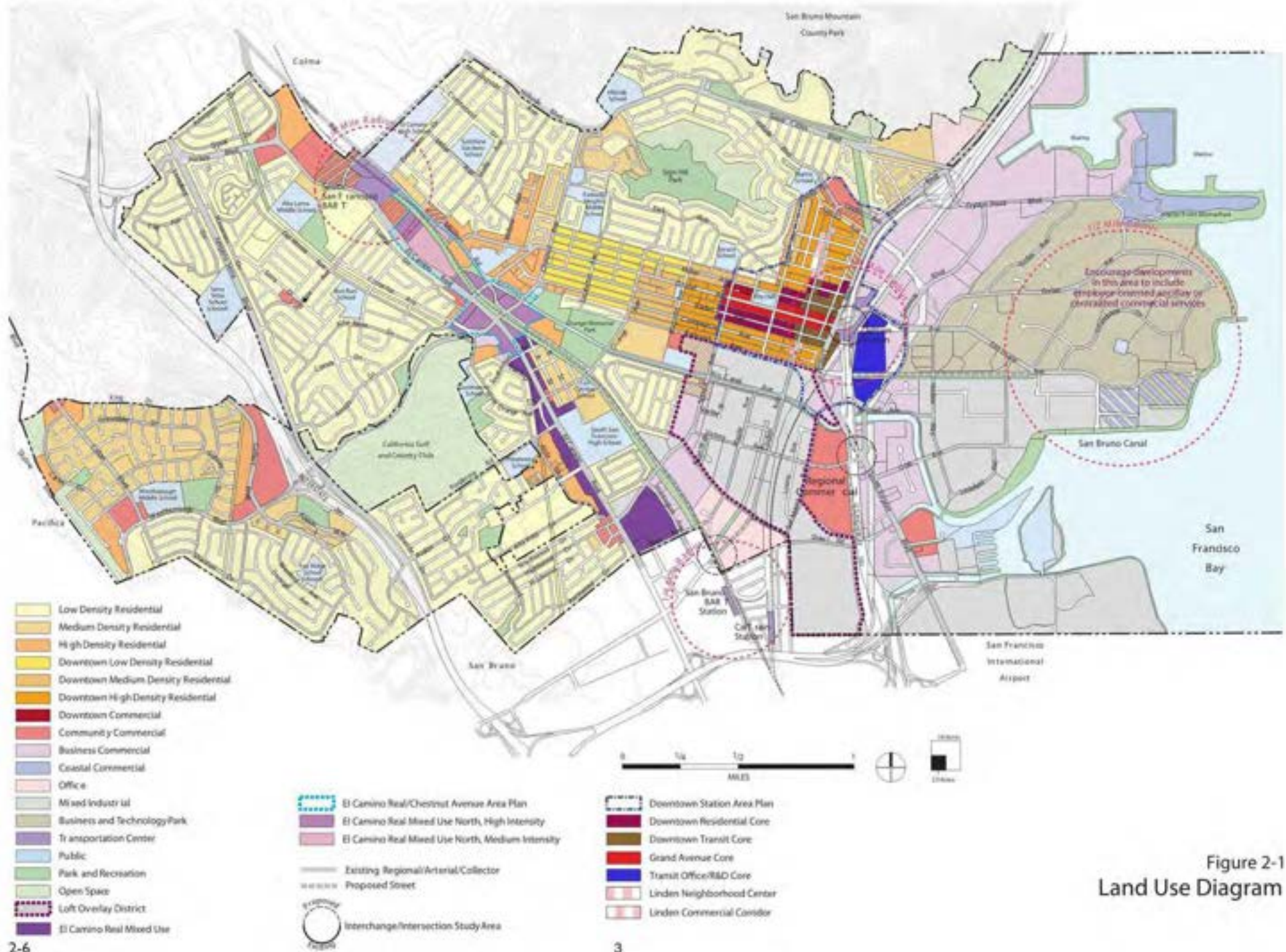
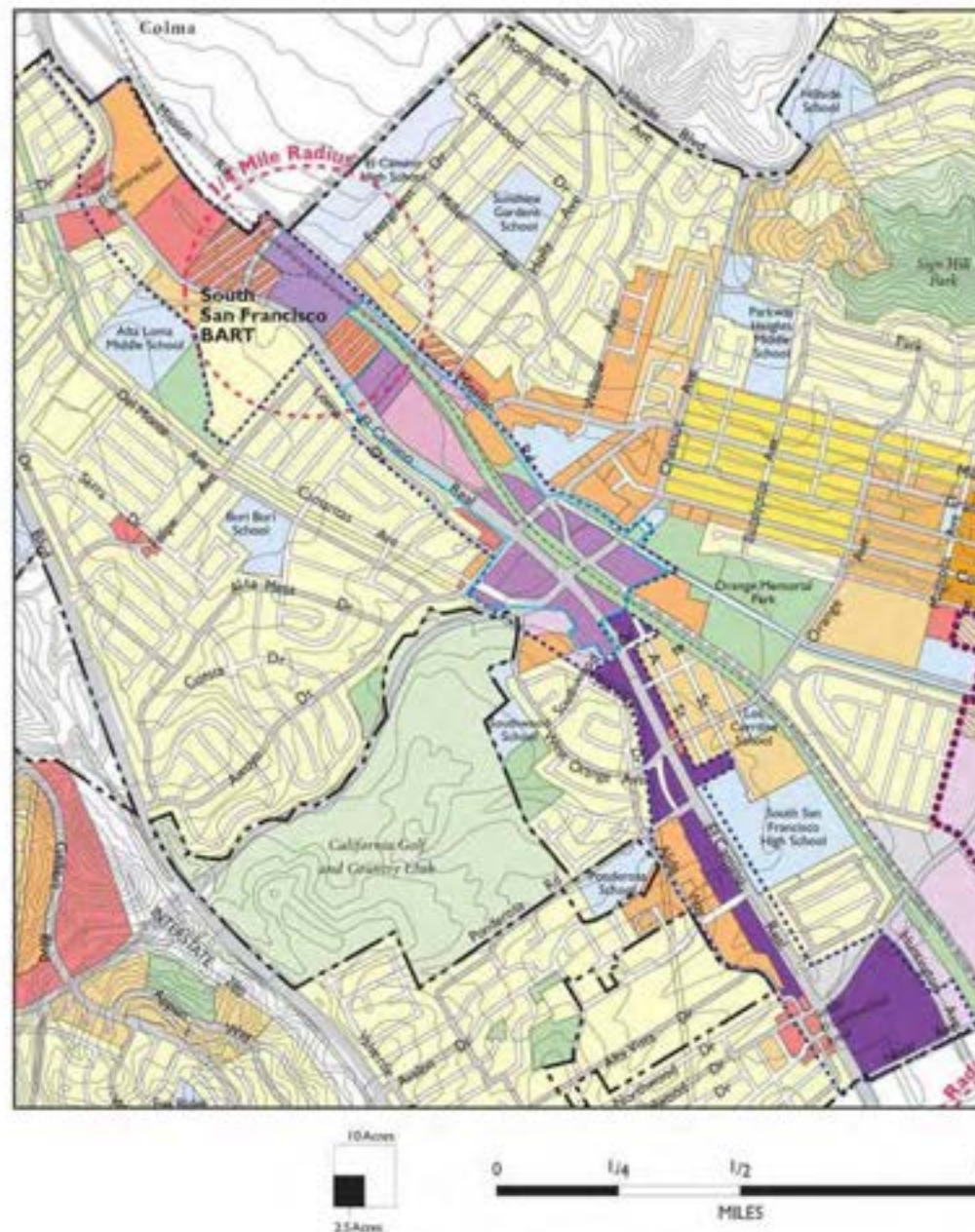


Figure 2-1  
Land Use Diagram





## 5 Housing Resources

### 5.1 Available Sites for Housing

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The purpose of the adequate sites analysis is to demonstrate that the City of South San Francisco has a sufficient amount of land to accommodate its fair share of the region's housing needs during this planning period. The State Government Code requires that the Housing Element include an "inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment." (Section 65583(a)(3)) It further requires that the Element analyze zoning and infrastructure on these sites to ensure housing development is feasible during the planning period.

Demonstrating an adequate supply of vacant or underutilized land is only part of the task of the adequate sites analysis. The City must also show that this supply is capable of supporting housing demand from all economic segments of the community and for various housing types, including multi-family rental, manufactured housing, group housing, and transitional housing. High land costs in the Bay Area make it difficult to meet the demand for affordable housing on sites that are designated for low densities. The State has generally held that the most appropriate way to demonstrate adequate capacity for low and very low income units is to provide land zoned for multiple-family housing with an allowed density of 30 dwelling units per acre or more. Hence this analysis focuses on the identification of sites that could accommodate this level of density, in order to accommodate the need for lower-income housing units.

For the purposes of this analysis, housing sites in South San Francisco have been grouped into two geographic areas. Each of these areas is described below, with accompanying maps and tables to identify sites and quantify development potential. The following analysis of sites in South San Francisco indicates the potential to develop 2,169,982 units of new housing with the adoption of the Downtown Station Area Specific Plan (DSASP) (in February 2015).

Nearly all opportunity sites would support housing densities of 30 units per acre or greater, providing favorable prospects for affordable units. As discussed before, the City has a determined need of 1,864 units during the planning period. Compared against the RHNA, the City's housing opportunity sites offer a development capacity that exceeds the needs determination by more than 300-100 units.

**Table 5.1-1: Summary of Housing Opportunity Sites Development Capacity Under Existing Zoning**

<i>Area</i>	<i>Acreage</i>	<i>Unit Capacity</i>	<i>Percent of Total</i>
Transit Village	<u>46.9</u> <u>15.7</u>	<u>1,731</u> <u>1,544</u>	<u>80</u> <u>78</u> %
Downtown	6.1	438	<u>20</u> <u>22</u> %
Total Capacity	23.0	<u>2,169</u> <u>1,982</u>	100%
RHNA Target		1,864	
Excess Capacity		<u>305</u> <u>118</u>	<u>16</u> <u>10</u> %

The available sites inventory conducted for the Housing Element focuses on sites with near-term development potential, where the site is currently vacant, highly underutilized, or where developers have come forward with plans to redevelop existing uses. There may be additional sites in South San Francisco with housing potential, including individual vacant lots and developed sites with marginally viable existing uses.

Approximately 80 percent of the City's near-term residential development potential is in the Transit Village area, which is already zoned for medium (30 dwelling units per acre) to high (120 dwelling units per acre) density residential development.

Almost 20 percent of near-term residential development potential is in the Downtown area. The City was engaged in preparation of the DSASP over the past two years, and it was adopted in February 2015. The DSASP focuses on properties within 0.5 mile of the City's Caltrain station. The overarching aim of the Plan is to create a successful and vibrant downtown, including new high-density, mixed-use development in areas that are best poised to take advantage of improved access to the City's Caltrain station and SamTrans bus routes; affirming the historic Grand Avenue Corridor as the focus of the community; and providing improved connections to the East of Highway 101 employment district. The DSASP includes pedestrian- and bicycle-friendly upgrades, landscaped green spaces, widened sidewalks, new streets, and mass transit connections designed to improve the business and residential quality of life in the City. The DSASP is a twenty year policy document that is intended to govern development in the Downtown area. Under the new Plan, residential development potential in the Downtown area has increased to 60 dwelling units per acre, with up to 100 dwelling unit per acre allowed depending on the zoning district. FARs have increased to range from 3.0 to 6.0 depending on the zoning district.

## **TRANSIT VILLAGE SITES**

The Transit Village is located in the heart of South San Francisco, and it is well connected with to transit services, regional crossroads, and I-280. This area has been a focus of some of the City's recent planning efforts, in support of the General Plan's vision of the area as a distinct, vibrant district and a regional destination. With the adoption of the BART Transit Village Plan in 2001, the City of South San Francisco established zoning standards and design guidelines to promote a vibrant mixed-use district consistent with the area's role as an important transit hub. A key element of the plan was to up zone various parcels to allow for more intensive residential development, and since the plan's adoption, much housing has been built in the area. Additional

regulations were adopted in 2010 for a specific area in the Transit Village; the South El Camino Real General Plan Amendment, Zoning, and Design Guidelines targeted higher intensities and mixed-use development in the Transit Village area along El Camino Real.

The City adopted the El Camino Real/Chestnut Avenue Area Plan in 2011, which focused on another area within the Transit Village. This plan provided specific principles, policies, design standards and guidelines, and recommendations for implementation to guide the development of the area into a vibrant, mixed use district. It included locations for land uses, a classification system, density/intensity standards, and total development potential for each land use type. This plan included detailed block-by-block development projections for a focus area in the Transit Village to determine probable environmental impacts and infrastructure needs, but they were not adopted as part of the plan. To the extent that any future development project is consistent with the plan's land use designations and development intensities and standards, any necessary environmental review will be limited to site-specific impacts, rather than cumulative and area-wide impacts (which were fully evaluated in the program EIR prepared on the plan).

Many of the sites in and around the Transit Village area are vacant or underutilized parcels that present an excellent opportunity for housing development. The sites are composed of combinations of vacant and underutilized parcels, and the table that follows takes their current status into account in determining realistic capacity. The fact that many of these sites are owned by a single entity makes them especially good candidates for housing development during the planning period. The largest property owners in the area are the City, Kaiser Permanente, and BART. Listed in Table 5.1-2 and shown in Figure 2, these five sites in the Transit Village contain ~~46.9~~15.7 acres of land with combined capacity for ~~1,731~~1,544 units of housing.

**Table 5.1-2: Housing Opportunity Sites in Transit Village Area**

Site	APN	Acres	Existing Use	Adjacent Uses	Zoning	Maximum Dwelling Units Per Acre	Estimated Actual	
							Dwelling Units Per Acre	Units
1	011-171-500	0.1	Vacant SFR	SFR, MFR	TV-RM	30	30	3
1	011-171-330	1.5	Vacant	BART	TV-RM	30	30	44
Site 1 Total		1.6						47
2	010-292-130	1.3	Vacant motel	Hospital, MFR	ECR/C-MXH	80	80	104
2	010-292-280	1.3	Vacant		ECR/C-MXH	80	80	104
2	010-292-270	3.1	Lumber yard		ECR/C-MXH	80	80	248
Site 2 Total		5.7						456
3-Block A	093-312-060	1.3	Vacant	MFR, Colma Creek, Public uses	ECR/C-RH	120	108	419
3-Block B			Vacant	MFR, Colma Creek	ECR/C-MXH	80	76	43
3-Block C			Vacant	MFR, Colma Creek	ECR/C-MXH	80	72	94
3-Block D			Commercial, vacant	MFR, Colma Creek	ECR/C-MXH	80	64	139
3-Block E			Commercial, vacant	MFR, Colma Creek	ECR/C-MXH	80	54	150
3-Block H			Commercial	Vacant, public uses	ECR/C-MXH	80	70	223
3-Block J			Commercial	Vacant, public uses	ECR/C-MXH	80	39	45
Site 3 Total <sup>1</sup>		7.66.3						1,113890
4	011-327-050	0.3	Utility	MFR	RH-30	30	23	7
Site 4 Total		0.3						7
5	011-322-030	1.71.8	Commercial					
	010-400-270		Public use	MFR-Commercial	ECR/C-MXH	80	64.80	108144
Site 5 Total		1.71.8						108144
		16.9						
Total		15.7						1,7311,544

Notes:

1. Includes blocks A, B, C, D, E, H, and J from the Focus Area of the El Camino Real/Chestnut Area Plan. Buildout assumptions reflect those in the Area Plan.



**Figure 2: Housing Opportunity Sites in Transit Village Area**



## **Capacity Analysis**

This section contains analysis of the realistic development capacity of the five housing opportunity sites in the Transit Village area. This analysis considers factors including vacant and underutilized site status, recent regulatory changes and development trends, lot size, physical constraints, and infrastructure.

The recently updated Zoning Ordinance (2010) includes four districts specific to the Transit Village area: Transit Village Commercial (TV-C), Transit Village Retail (TV-R), Transit Village Residential High Density (TV-RH), and Transit Village Residential Medium Density (TV-RM). One key housing opportunity site is in the TV-RM district. The High Density Residential (RH-30) district covers one key housing site in the Transit Village area as well.

In addition, the El Camino Real/Chestnut District in the updated Zoning Ordinance provides regulations, standards, and development review procedures to implement the El Camino Real/Chestnut Avenue Area Plan. There are several sub districts in this zone: the El Camino Real/Chestnut Mixed-Use Medium Density District (ECR/C-MXM), the El Camino Real/Chestnut Mixed-Use High Density District (ECR/C-MXH), and the El Camino Real Residential High Density District (ECR/C-RH). The ECR/C-MXH and ECR/C-RH districts include three key housing sites in the Transit Village area.

The five key housing sites in the Transit Village total ~~16.9~~15.7 acres and would accommodate ~~1,731~~1,544 housing units.

### ***Transit Village Residential Medium Density Zone***

The TV-RM district permits multi-unit residential uses, with a maximum density of 30 units per acre. The minimum site area per unit is 1,500 square feet and the maximum lot coverage is 75 percent. Setbacks of 5 feet on the side and 10 feet on the street side are required, as is a rear yard. There are also controls over the pedestrian orientation and vehicle accommodations.

Site 1 is the housing site located in the TV-RM zone. It is composed of two parcels: one is 0.1 acres in size and has a vacant single family home, and one is 1.5 acres in size and is vacant. The low density residential district RL-8 is adjacent to Site 1. At the TV-RM density of 30 units per acre, Site 1 can comfortably accommodate 47 units.

### ***El Camino Real/Chestnut District***

The ECR/C-MXH designates sites for mixed-use development at high intensities, and it permits single-unit attached and multi-unit residential development, except at the ground floor level along key rights-of-way. The maximum FAR is 2.0, but can increase to 3.0 with the incentive program. The maximum residential density is 80 units per acre, and the maximum can increase to 110 units per acre with the incentive program. There is no minimum residential density in the ECR/C-MXH zone.

The ECR/C-RH zone provides for high density residential development in the form of high rises and townhomes near the BART station. It permits single-unit attached and multi-unit residential development, and it has no minimum or maximum FAR. The minimum residential density is 80 units per acre, and the maximum density is 120 units per acre, and up to 180 units per acre with the incentive program.

The building envelopes for both the ECR/C-MXH and ECR/C-RH zones are controlled by minimum and maximum street wall heights, front building setbacks, and build-to lines. Minimum setbacks apply to building walls with windows and facing side or rear yards, to provide light and air for residential units. The maximum lot coverage is 90 percent for both zones, and maximum tower dimension is 125 feet, with a minimum separation of 30 feet between towers.

Site 2 is 5.7 acres and is composed of three parcels, which are each zoned ECR/C-MXH. Two of the parcels are vacant, while another is occupied by a lumber yard. Eighty dwelling units are allowed per acre in this zone, and Site 2 would accommodate 456 residential units.

Site 3 was included in the Focus Area of the El Camino Real/Chestnut Avenue Area Plan. Detailed development projections were calculated for the Focus Area block-by-block, based on the application of land use, density, and intensity regulations. This Housing Element relies on those block-by-block projections for the build out assumptions. Site 3 is composed of seven parcels; six are zoned ECR/C-MXH, while one is zoned ECR/C-RH. Together, these parcels total 7.66.3 acres and ~~would comfortably~~ are estimated to accommodate 1,113~~890~~ housing units.

Site 5 contains one parcel that is 1.71.8 acres and zoned ECR/C-MXH, and it would accommodate ~~108~~ 144 units.

Together, Sites 2, 3, and 5 in the ECR/C District would accommodate ~~1,677~~ 1,490 units.

### **RH-30 Zone**

The RH-30 is a residential zoning district that provides for high residential density at 30 units per acre, with no minimum or maximum FAR. Single unit dwellings and multi-unit dwellings are permitted in the RH-30 zone. The maximum building height is 50 feet, with a maximum of 4 building stories. Setbacks are required on all sides of the building. The maximum lot coverage is 65 percent is allowed. The only site in the Transit Village in the RH-30 zone, Site 4 is a small parcel of 0.3 acres and is currently occupied by utilities. It is adjacent to multi-family residential uses, and it is expected to accommodate 7 housing units.

### **Ownership**

**Publicly-Owned.** Sites 3 and 5 were owned by the City's Redevelopment Agency before it was dismantled in 2012. In the Long Range Property Management Plan, the dissolution plan of the City's Redevelopment Agency, a number of the properties have been transferred to the City's Successor Agency, including Sites 3 and 5. These sites are among the best near-term opportunities for housing development in South San Francisco, as they are primarily vacant and have been

identified for future housing and mixed-use development through the General Plan, the El Camino Real/Chestnut Avenue Area Plan, and the Zoning Ordinance. The City has expressed an intention and willingness to sell them in order to realize residential mixed-use development on the sites. In total these sites measure 9.58.1 acres with a capacity for 1,2151,034 dwelling units.

**Privately-Owned.** Site 2 is owned by Kaiser Permanente Medical Center. This site is composed of three parcels and is currently occupied by a vacant motel, a lumberyard, and a vacant lot. Site 1 is privately owned.

### ***Environmental and Infrastructure Analysis***

There are no known environmental issues that would limit development of the identified sites in the Transit Village area. Recent residential developments in the area have submitted negative declarations. The sites are outside of the airport noise contours, and no sites in the area are listed with the State as having known or potential contamination.<sup>1</sup> Periodic flooding occurs in certain areas along Colma Creek in South San Francisco, which runs through the Transit Village; however, improvement projects in this area have greatly reduced the concern of flooding, such that it is not an issue that would limit development in this area.

The City Engineer has confirmed that infrastructure in the area is sufficient to support identified levels of development, including the capacity of sewer, water, and wastewater treatment facilities. As is common practice in the City, developers may be required to pay for intersection or other infrastructure improvements to offset project-specific impacts.

## **DOWNTOWN SITES**

Downtown South San Francisco is situated just west of Highway 101 and has retained a historic character with fine-grained, mixed-use development. The City's General Plan seeks to reinforce the Downtown's identity and role as the physical and symbolic center of South San Francisco. General Plan strategies include increased residential development in the Downtown and better connections to surrounding areas. The comprehensive Zoning Ordinance update has provided zoning districts and development regulations to support this vision. Much of the Downtown neighborhood is located within a half-mile of the City's Caltrain commuter rail station, which is located on the east side of Highway 101. As discussed above, the City adopted the DSASP, which identifies further development opportunities and allows higher densities.

The City's historic Downtown area encompasses a range of underutilized publicly- and privately-owned parcels that are suitable for either mixed-use or residential development. Even before adoption of the DSASP, through the comprehensive Zoning Ordinance update in 2010 and related efforts, the City has paved the way for housing on key parcels in the Downtown area in keeping with the long-term goal of creating a vibrant and sustainable urban center. The DSASP

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<sup>1</sup> Source: Department of Toxic Control Substances, March 2009.



will continue to support those goals and will enhance this vision further. For this Housing Element, the City has identified 12 key sites in the Downtown with near-term redevelopment potential. The sites are composed of combinations of vacant and underutilized parcels, and the table that follows takes their current status into account in determining realistic capacity. Listed below in Table 5.1-3 and shown in Figure 3, all of these sites are owned by the City of South San Francisco Successor Agency. In total, these sites represent 6.1 acres with a combined development capacity for 438 units under the DSASP.

# El Camino Real/ Chestnut Avenue Area Plan

City of South San Francisco  
Adopted July 2011

PREPARED BY

**DYETT & BHATIA**

Urban and Regional Planners

Field Paoli

Keyser Marston Associates

Kimley-Horn and Associates



## TABLE OF CONTENTS

1 Vision and Context.....	1
1.1 Planning Area.....	1
1.2 Vision.....	4
1.3 Planning Area Context.....	38
1.4 Related Plans and Programs.....	40
1.5 Plan Organization.....	44
2 Land Use Classification, Density/Intensity Standards, and Development Program.....	45
2.1 Land Use and Density/Intensity.....	45
2.2 Projected Development Program.....	50
3 Guiding Principles and Policies.....	59
3.1 Land Use.....	59
3.2 Building Heights.....	62
3.3 Urban Design and the Public Realm.....	65
3.4 Circulation.....	78
3.5 Station Access Improvements.....	84
3.6 Parking and Transportation Demand Management.....	85
4 Design Standards and Guidelines.....	91
5 Implementation.....	105
5.1 General Plan Amendments.....	105
5.2 Zoning Amendments.....	106
5.3 Phasing and Initial Development Steps.....	106
5.4 Infrastructure Improvements.....	112
5.5 Financing.....	115

## FIGURES

Figure 1-1: Regional Context.....	2
Figure 1-2: Planning Area.....	3
Figure 1-3: Illustrative Vision.....	5
Figure 1-4: Illustrative Vision – Overview.....	6
Figure 1-5: Illustrative Vision – Sections.....	8
Figure 1-6: Plan 2 – Upper Levels.....	12
Figure 1-7: Plan 1 – Level 1.....	14
Figure 1-8: Plan 0 – Below-Grade Parking.....	16
Figure 1-9: Illustrative Vision – Perspective from the West.....	18
Figure 1-10: Illustrative Vision – Perspective from the Southeast.....	20



Figure 1-11: Illustrative Vision – Perspective from the East .....	22
Figure 1-12: View A – Colma Creek looking South along Centennial Way .....	24
Figure 1-13: View B – Public Plaza looking South from Oak Avenue .....	26
Figure 1-14: View C – Centennial Way looking North from Chestnut Avenue .....	28
Figure 1-15: View D – Chestnut Avenue from El Camino Real .....	30
Figure 1-16: View E – Mission Road at Grand Avenue looking South .....	32
Figure 1-17: View F – Oak Avenue at Mission Road looking West .....	34
Figure 1-18: View G – Del Paso Drive at Camaritas Avenue looking East.....	36
Figure 1-19: Existing Land Uses (2010).....	39
Figure 1-20: Ownership and Opportunity Sites .....	41
Figure 2-1: Land Use Diagram.....	46
Figure 2-2: Block Key.....	52
Figure 3-1: Building Heights .....	63
Figure 3-2: Airport Height Limits .....	64
Figure 3-3: Active Frontages .....	66
Figure 3-4: Open Space Framework.....	70
Figure 3-5: Streetscape .....	72
Figure 3-6: Street Network .....	79
Figure 3-7: Pedestrian and Bicycle Connections .....	82
Figure 3-8: Parking.....	86
Figure 5-1: Development Phasing .....	108
Figure 5-2: Potential Property Exchange with Kaiser .....	111

## TABLES

Table 2-1: Standards for Density and Development Intensity .....	49
Table 2-2: Development Potential Summary .....	50
Table 2-3: Focus Area Development Summary by Block .....	58
Table 3-1: Common and Public Open Space (Square Feet).....	69
Table 4-1: Design and Development Standards.....	92

Located in the heart of South San Francisco, the El Camino Real/Chestnut Avenue Planning Area has the potential to become a distinct, vibrant district within the South San Francisco community, and a region-wide destination. The area is advantageously located at the city's busiest crossroads, with visibility from both Chestnut Avenue and El Camino Real, the South San Francisco Bay Area Rapid Transit (BART) Station just to the north, and I-280 less than a mile to the west. The Planning Area is anchored by key public amenities including Orange Memorial Park, the Centennial Way pedestrian and bike trail and the Municipal Services Building (the location of City Council meetings and other community functions). The potential addition of a new library in or near the Planning Area would further establish the area as a civic district and key destination in the city. With much of the land currently vacant and significant ownership by the City, the potential of the area is enormous.

This plan establishes a transformative vision for the area, which emerged through a collaborative process that engaged City officials and staff, developers, property owners, regional agencies, and residents. The vision builds on the regional Grand Boulevard Initiative that calls for El Camino Real—the original Mission Trail that was first paved into a highway in South San Francisco nearly 100 years ago—to be transformed into a boulevard, highlighted by nodes of higher intensity mixed-use development. The plan includes a complete set of goals, policies, and critical implementation strategies, as well as design and development standards and guidelines, that will help achieve the desired vision. General Plan amendments have been adopted concurrently with this plan and an Environmental Impact Report (EIR) has been prepared and certified to enable development to proceed.

## 1.1 PLANNING AREA

As shown in Figure 1-1, the El Camino Real/Chestnut Avenue area is located west of Downtown South San Francisco. The Planning Area encompasses approximately 98 acres along El Camino Real, from Southwood Drive to just north of Sequoia Avenue. The majority of the area is situated between El Camino Real and Mission Road. The right-of-way for the underground Bay Area Rapid Transit (BART) line runs through the length of the site. The area includes approximately 58 acres of developable land, excluding streets, BART, creeks, and other rights-of-way.

Within this Planning Area, there are several opportunities for redevelopment, including an 11-acre site owned by the City of South San Francisco. Together, these opportunity sites comprise a Focus Area of 19.2 developable acres, as





shown in Figure 1-2. The Focus Area is located between Mission Road and El Camino Real, from Grand Avenue to the north and the planning boundary to the south. This area includes several large parcels near Chestnut Avenue and El Camino Real, as well as two large parcels north of the proposed Oak Avenue extension along Mission Road. As these properties present the greatest development opportunities within the Planning Area, they are the focus of this plan. Opportunities in and outside of the Planning Area are discussed in detail in Section 1.3.

**Figure 1-1: Regional Context**

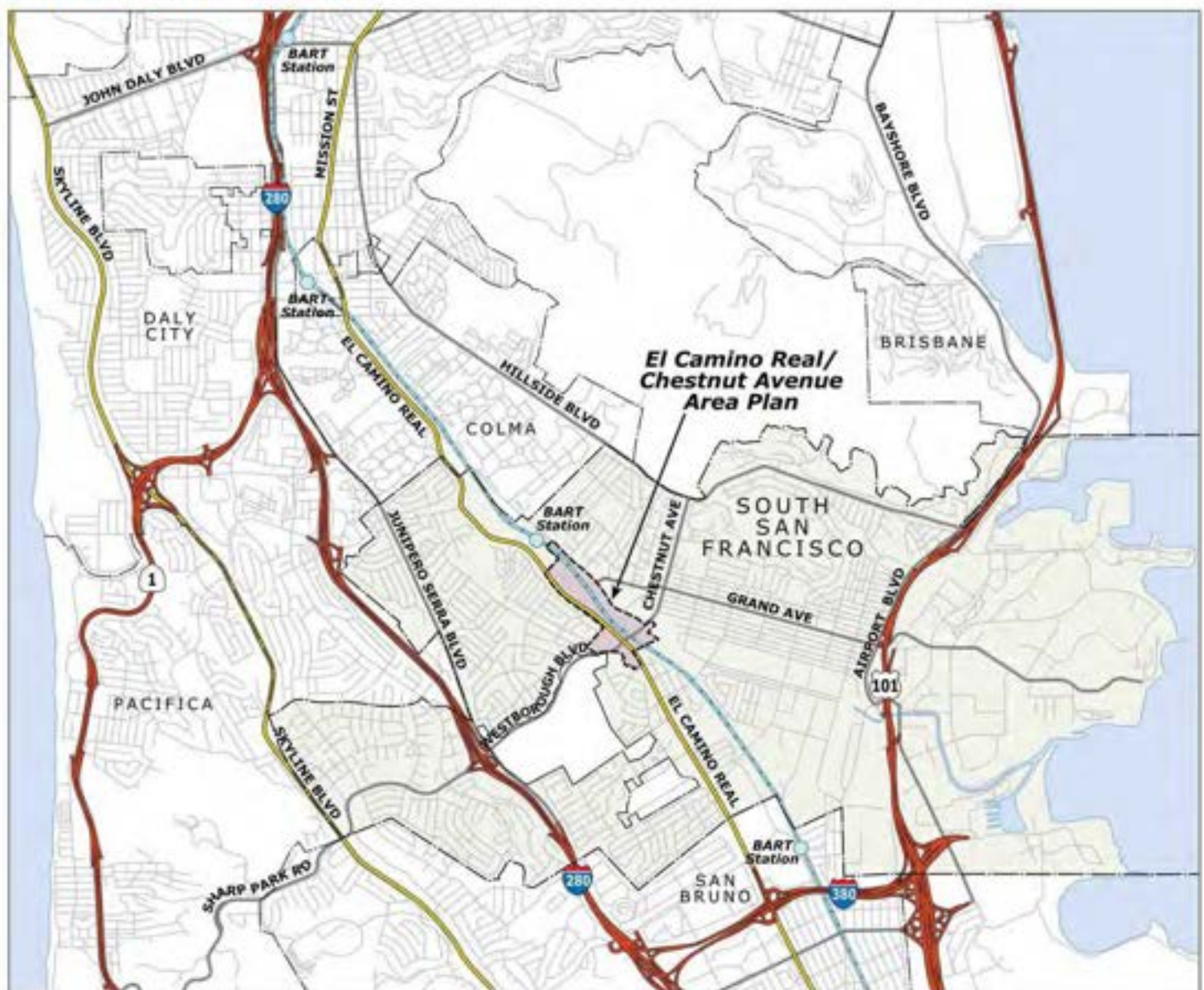
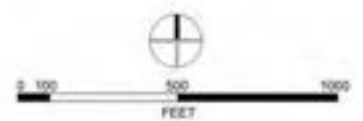




Figure 1-2: Planning Area



- Focus Area
- Park/Open Space
- Planning Area Boundary
- BART
- Canal



## 1.2 VISION

The El Camino Real/Chestnut area will be a new walkable, distinctive, mixed-use district at the geographic center of South San Francisco. A network of open spaces will form the armature of new development. New streets and pedestrian connections will extend through the area, enabling easy movement on foot. The BART right-of-way that extends through the length of the Planning Area will be transformed into a linear park and a pedestrian-oriented “Main Street,” lined with active uses, and outdoor seating in a portion of the right-of-way. Development will be at high densities, reflecting adjacent transit access. An illustrative vision showing the envisioned district is concept is shown in Figure 1-3.

The plan envisions a new neighborhood of up to 4,800 residents housed in low- to high-rise buildings. It will provide a range of commercial uses; walking access to everyday amenities; new civic uses, potentially including a new City Library; and parks, plazas, and gathering spaces for the entire South San Francisco community. Taller residential buildings will have townhouses at the lower level with individual entrances oriented to streets, particularly on key pedestrian routes. Parking will be below grade or in structures, enabling efficient use of land, as possible.

This efficient use of land to create a pedestrian oriented, walkable area close to transit is part of the City’s ongoing effort to promote integrated planning and development based on sustainability principles and practices. The vision for the Planning Area is one of “smart growth,” enhanced by policies and design guidelines that ensure sustainable measures such as green building and green site design measures are incorporated into future development. As “smart growth” and sustainability are inherent in the vision for the Planning Area, supporting principles and design guidelines are embedded throughout the Plan.

The core of the Planning Area is currently vacant, offering opportunity to structure development, connections, and open space in an integrated manner. Centennial Way—a bicycle and pedestrian trail within the Colma Creek and BART rights-of-way—will be extended along the portion of the BART right-of-way between Chestnut Avenue and Colma Creek north of the proposed Oak Avenue extension. This trail network will provide an important direct connection between the South San Francisco BART station to the north and Orange Memorial Park to the south. Pedestrian and bicycle paths will connect new devel-



opment and surrounding neighborhoods to the Centennial Way spine. Buildings, parks, and plazas will be oriented to the open space network to maximize access to and visibility of these amenities.

The area slopes upward east to west (from Mission Road to El Camino Real). The plan uses topography to enable two levels of parking to be accessed from the ground level, and could include stores/restaurants at two levels to open at the ground level to both El Camino Real and the new Main Street segment. The slope can also be used to create a public plaza/amphitheater along and adjacent to the BART right-of-way, which can be used for community events and performances, with the face of a parking structure serving as movie screen. Art will be integrated along with landscape elements.

The illustrative vision overview (Figure 1-4) shows proposed development in the Focus Area. The illustration demonstrates the desired relationship between the built form and public and private open spaces. The accompanying sections in Figure 1-5 show an illustrative vision of the potential layout of vertical mix of uses; the mixed-use designations will accommodate retail uses at the ground floor and office, public, and residential uses above. All retail spaces will have visibility from El Camino Real, Arroyo Drive, or Chestnut Avenue, while restau-

**Figure 1-3: Illustrative Vision**



Figure 1-4: Illustrative Vision – Overview

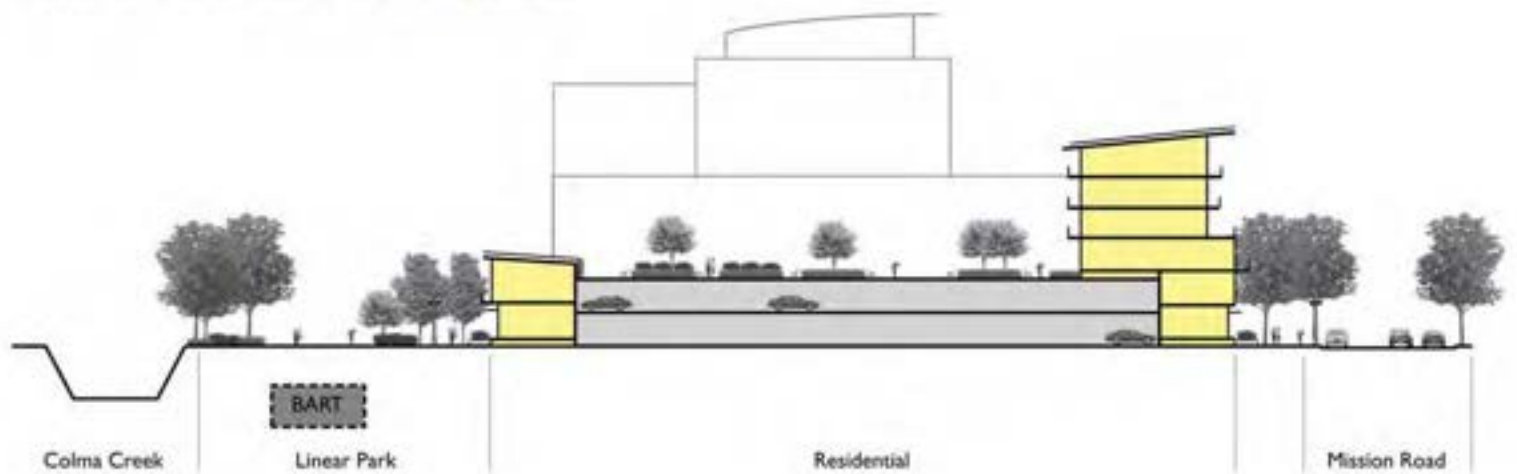




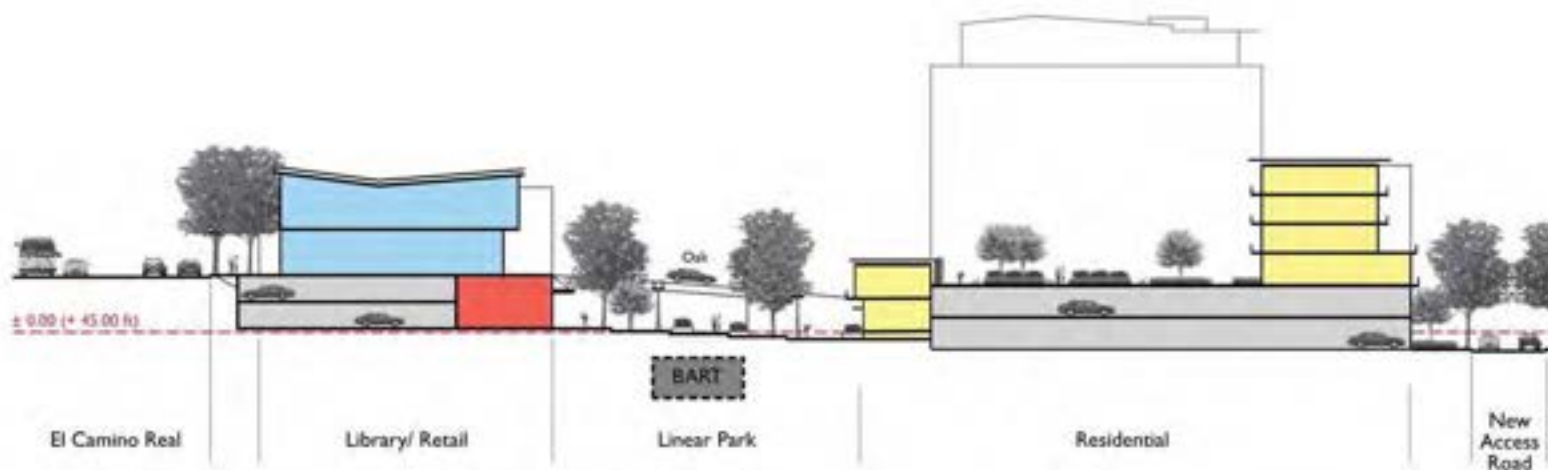
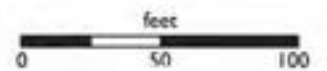




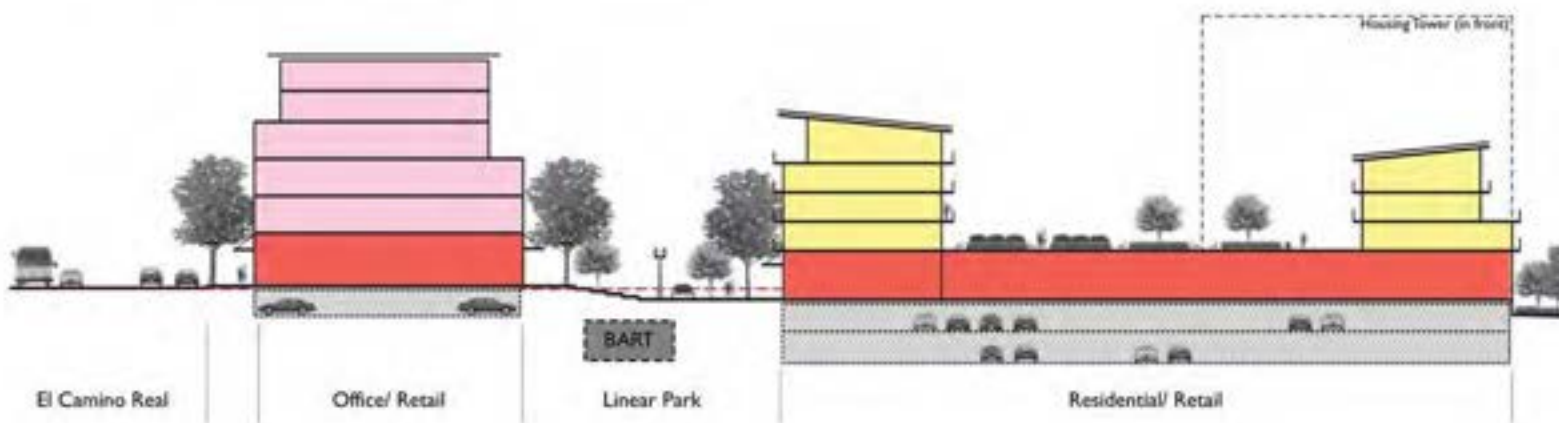
**Figure 1-5: Illustrative Vision - Sections**



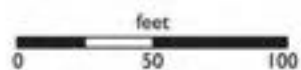
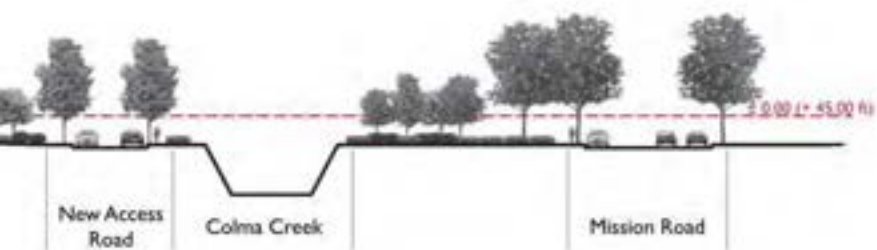
**Section A: Northern Block, looking Northwest**

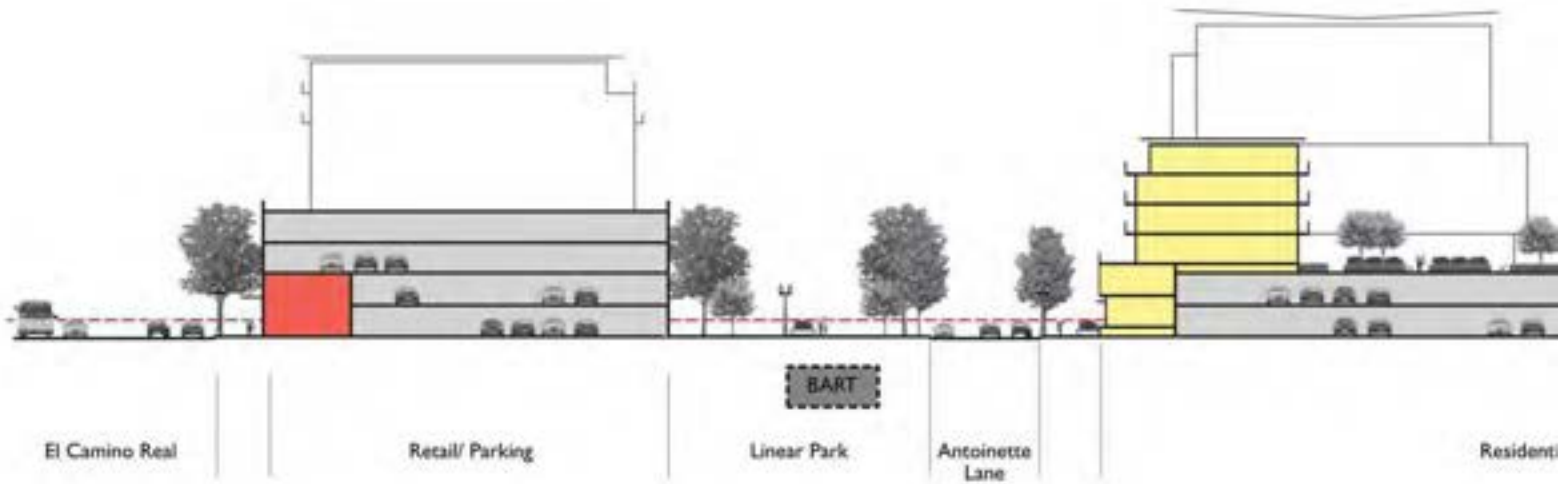


**Section B: South of Oak Avenue, looking Northwest**

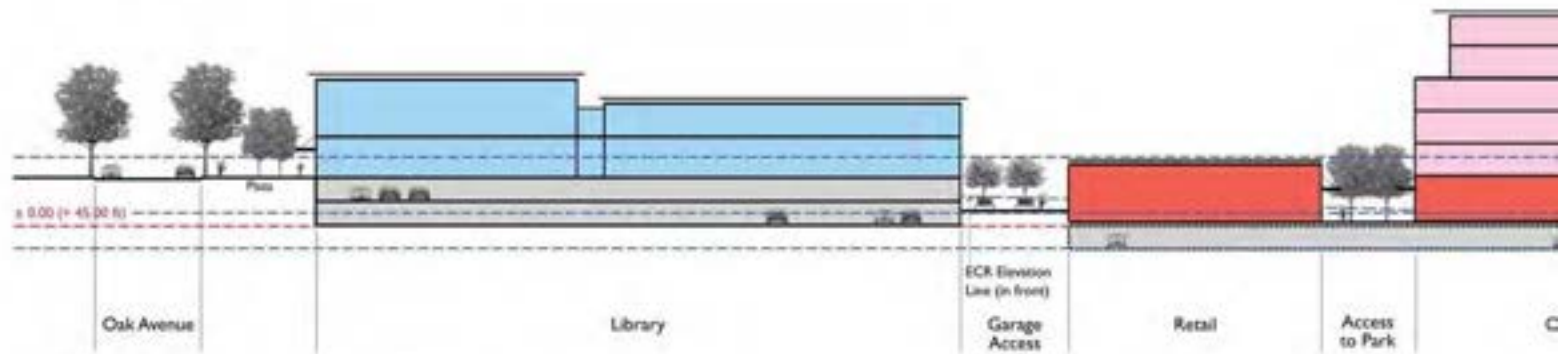


**Section C: North of Chestnut Avenue, looking Northwest**





**Section D:** Southern Block, looking Northwest



**Section E:** East of El Camino Real, looking Northeast

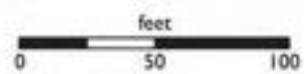
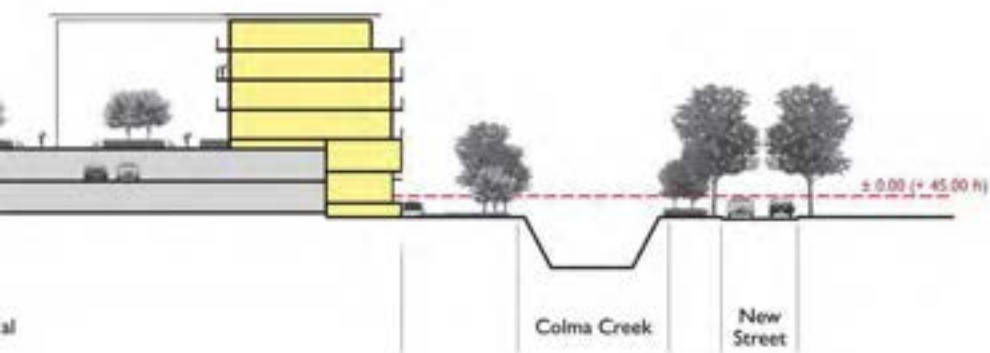


Figure 1-6: Illustrative Vision - Plan: Upper Levels

- Overview
- Retail
- Office
- Residential
- Civic
- Open Space - Elevated
- Open Space - Ground Level
- Parking









Figure 1-7: Illustrative Vision - Plan: Level 1







Figure 1-8: Illustrative Vision - Plan: Below-Grade Parking

- Overview
- Retail
- Office
- Residential
- Civic
- Open Space - Elevated
- Open Space - Ground Level
- Parking







Figure 1-9: Illustrative Vision – Perspective from the West









Figure 1-10: Illustrative Vision – Perspective from the Southeast









Figure 1-11: Illustrative Vision – Perspective from the East

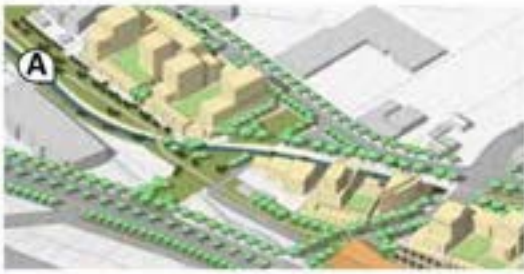








**Figure 1-12: View A – Colma Creek looking South along Centennial Way**



Conceptual illustration of potential naturalization of Colma Creek to provide greater visual and physical access to the creek while maintaining drainage and flood utility of the channel.









Figure 1-13: View B – Public Plaza looking South from Oak Avenue









Figure 1-14: View C – Centennial Way looking North from Chestnut Avenue









Figure 1-15: View D – Chestnut Avenue from El Camino Real









Figure 1-16: View E – Mission Road at Grand Avenue looking South



Conceptual illustration of new residential townhomes and street improvements that facilitate bike and pedestrian movement along Mission Road.









**Figure 1-17: View F – Oak Avenue at Mission Road looking West**



Conceptual view of residential towers and streetscape improvements along Colma Creek.







**Figure 1-18: View G – Del Paso Drive at Camaritas Avenue looking East**



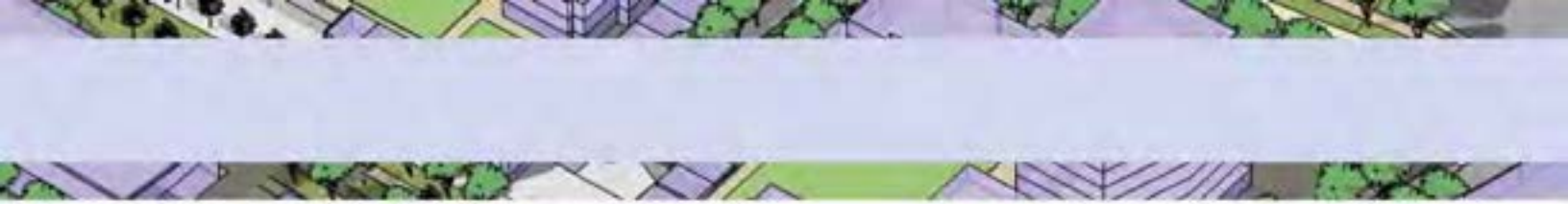
Conceptual illustration of residential towers as seen from surrounding residential communities.











rants and cafés may spill over to the extended Centennial Way. The series of plans in Figures 1-6 through 1-8 show these illustrative visions of the potential building footprints and proposed land uses at three different levels: Plan 2 shows upper levels; Plan 1 shows level 1; and Plan 0 shows below-grade parking. Finally, Figures 1-9 through 1-18 show three-dimensional views and photo simulations of the proposed development scenarios. The exact combination and layout of land uses and building heights and footprints are flexible within the mixed-use designations.

### 1.3 PLANNING AREA CONTEXT

The El Camino Real/Chestnut Avenue Planning Area is a highly accessible and visible area with several advantageous adjacencies and topographical features. The nearby existing residential communities and public facilities—including transit, parks, and planned improvements—further make the area an ideal place for a new residential community and regional destination. This section outlines the existing planning context of the Planning Area, including land uses and improvement plans underway or approved by the City; property ownership within the Planning Area; and key opportunities for redevelopment.

#### EXISTING LAND USES AND IMPROVEMENT PLANS

Currently, 11.1 acres, or 19 percent of the developable land within the Planning Area, is vacant. The remainder includes a range of institutional, commercial, and residential uses, with an estimated 251,000 square feet of commercial uses, 304,800 square feet of office, and 132 residential units. The various uses are shown in Figure 1-19.

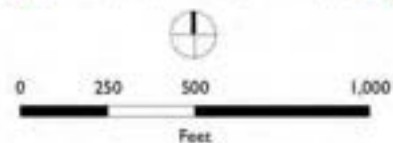
#### PROPERTY OWNERSHIP

Figure 1-20 highlights the major public and private property ownership in the Planning Area and development opportunity sites. The two largest property owners are the City of South San Francisco and Kaiser Permanente; the City owns a total of 20.3 acres in the Planning Area, and Kaiser Permanente owns 19.3 contiguous acres. Included in the City's holdings are 11 developable acres in the Focus Area as well as the Municipal Services Building on Arroyo Drive and El Camino Real. In addition, BART owns a total of 20.4 acres in a linear swath about 100 feet wide that runs the length of the Planning Area. Other significant property owners include Safeway, which owns a 4.4-acre shopping center at the south end of the Planning Area, and El Camino Enterprises LLC, which owns the site of the Pacific Supermarket on the corner of El Camino Real and Westborough Boulevard. Aside from these large holdings, most of the parcels in the Planning Area are owned by private, individual property owners.

Figure 1-19: Existing Land Uses (2010)



- |   |   |
|---|---|
| <span style="display: inline-block; width: 15px; height: 10px; background-color: yellow; border: 1px solid black;"></span> Medium Density Residential | <span style="display: inline-block; width: 15px; height: 10px; border: 2px dashed orange;"></span> Planning Boundary                              |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: darkred; border: 1px solid black;"></span> Service Commercial        | <span style="display: inline-block; width: 15px; height: 10px; border-bottom: 2px dashed yellow;"></span> BART                                    |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: red; border: 1px solid black;"></span> Community Commercial          | <span style="display: inline-block; width: 15px; height: 10px; background-color: lightblue; border: 1px solid black;"></span> Colma Creek Channel |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: pink; border: 1px solid black;"></span> Office                       |   |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: lightpurple; border: 1px solid black;"></span> Business Commercial   |   |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: grey; border: 1px solid black;"></span> Transportation Center or ROW |   |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: green; border: 1px solid black;"></span> Open Space                  |   |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: lightblue; border: 1px solid black;"></span> Public                  |   |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: white; border: 1px solid black;"></span> Vacant                      |   |



Source: San Mateo County, 2008; Dyett and Bhasia, 2010.



## OPPORTUNITY SITES

Figure 1-20 also highlights opportunity sites within the Planning Area. Of these, the sites that present the greatest opportunity are those within the Focus Area, as illustrated in the vision. These include the 11 acres of primarily vacant property owned by the City of South San Francisco, advantageously located adjacent to El Camino Real, Chestnut Avenue, and Colma Creek. Furthermore, the proposed extension of Oak Avenue runs through the area.

### Opportunities in the Focus Area

In addition to City-owned property, Figure 1-20 indicates several other opportunities for redevelopment and intensification within the Focus Area. Specifically, a number of low-intensity commercial uses with surface parking along Chestnut Avenue and El Camino Real could benefit from redevelopment. This includes the existing 4.4-acre Safeway shopping center south of Chestnut Avenue and underutilized commercial uses along the Creek between Antoinette Lane and Mission Road.

Most critically, the 100-foot-wide BART right-of-way, which runs through the center of the Planning Area, provides a unique opportunity for linear open space. Due to structural constraints that limit the level of soil cover and development above the transit line, improvements must have a minimal impact to the soil load and not require foundation work. Thus, there exists an opportunity for a grand linear open space that runs through new development. Additionally, there are ample opportunities to create better connections throughout the Planning Area, including new streets or street segments; new pedestrian linkages; new bikeways; and an expansion of Centennial Way.

### Opportunities Outside of the Focus Area

Apart from the opportunity sites within the Focus Area, there are several additional opportunity areas within the Planning Area along El Camino Real. To the north, these include three properties owned by Kaiser Permanente—the former Broadmoor Lumber, the vacant storage facility, and the former Days Inn sites—which present an opportunity to enliven the street with active uses and enhanced streetscape design. Additional opportunity sites include the Buri-Buri Center, parcels along El Camino Real at the southern end of the Planning Area, and the parcels north of the vacant San Francisco Public Utilities Commission (PUC) site along Mission Road. Potential development in all opportunity areas is accounted for in the buildout calculations presented in Chapter 2.

Figure 1-20: Ownership and Opportunity Sites





## 1.4 RELATED PLANS AND PROGRAMS

The El Camino Real/Chestnut Avenue Area Plan functions in concert with a number of other regulatory documents. Chief among these are the South San Francisco General Plan and Zoning Ordinance. The General Plan envisions El Camino Real as a boulevard with an enhanced streetscape, and encourages “a mix of uses, with pockets of concentrated activity that provide foci and identity” to the area. It also envisions specific development standards that “further El Camino Real’s development as a mixed-use boulevard.” Recent efforts by the City to achieve this include:

- **The South El Camino Real General Plan Amendment, Zoning, and Design Guidelines.** Adopted in March 2010, this amendment targets higher intensities and mixed-use development in the area just south of the El Camino Real/Chestnut Planning Area, along El Camino Real between Chestnut and Noor avenues. The goal of the South El Camino Real Amendment is to stimulate revitalization and encourage pedestrian- and transit-orientation in the area. The El Camino Real/Chestnut Avenue Area Plan policies, standards, and design guidelines are informed by and expand upon the South El Camino Real policies.
- **The South San Francisco BART Transit Village Plan Zoning District Standards & Design Guidelines.** The plan and regulations, adopted in August 2001, call for traffic engineering and streetscape design changes in the area within a one-half mile radius of the South San Francisco BART station. The plan also calls for mixed-use housing with higher residential densities and lower parking requirements than in other areas of South San Francisco. Much of this housing has been built since the plan’s adoption.

The El Camino Real/Chestnut Avenue Area Plan builds on these and other goals and policies of the General Plan and creates a more specific vision for the future of the area. Upon adoption of this Plan, the South San Francisco General Plan and Zoning Ordinance will be amended to incorporate its goals and policies and reflect recommended development standards and design guidelines. The General Plan and Zoning Ordinance will then help implement the Area Plan.

In addition to the General Plan and Zoning Ordinance, several improvement plans and programs affect the Planning Area:

- **The Oak Avenue extension.** As shown in Figure 1-2, the City currently has plans to extend Oak Avenue through to Arroyo Drive, in accordance with the General Plan. Spanning a distance of 550 feet and rising a vertical distance of about 45 feet from Mission Road to El Camino Real, this proposed roadway

and bridge will be a key feature of the El Camino Real/Chestnut Planning Area and will significantly improve east-west connectivity within the area.

- **South San Francisco BART Linear Park Master Plan/Centennial Way.** Published in January 2003, the BART Linear Park Master Plan aims to establish an enhanced multi-use bikeway and linear park along the BART right-of-way corridor, where the BART train system runs underground. The goal is to create an open space connection between the South San Francisco and San Bruno BART stations for residents, commuters, and recreationalists, broadening the range of nonmotorized transportation within the area. The plan was later expanded to include an open space amenity alongside the Colma Creek canal right-of-way, and became known as Centennial Way. It is currently a 2.87-mile linear park with a continuous bicycle and pedestrian path, signage and landscaping, that provides an alternative route to the sidewalks along El Camino Real and Mission Road. It also includes an enhanced landscaped buffer along Mission Road on the block between Oak and Chestnut avenues. As shown in this plan's illustrative vision, the plan complements Centennial Way and embraces and further develops the goals of the BART Linear Park Master Plan.
- **Grand Boulevard Initiative.** This is a regional vision for the entire length of El Camino Real, from Daly City to San José. Underway since 2006, the Grand Boulevard Initiative encourages compact mixed-use development and high-quality urban design and construction along El Camino Real. It aims to create a pedestrian-oriented environment and streetscapes with vibrant public spaces along the entire thoroughfare. The El Camino Real/Chestnut Avenue Area Plan establishes policies for the area that further the goals of the Grand Boulevard Initiative.
- **South San Francisco El Camino Real Master Plan.** The El Camino Real Master Plan, completed in July 2006 by the City, aims to "develop El Camino Real as a boulevard that accommodates its role as a regional corridor but with streetscape and development that provide identity to the street." The plan establishes specific recommendations by segment. The El Camino Real/Chestnut Avenue Area Plan specifically acknowledges and addresses the plan's recommendations for the Kaiser Hospital Area and the Buri-Buri Center Area.
- **Housing Element/City of South San Francisco General Plan.** The Housing Element, updated April 2015 contains an analysis of the community's housing needs, resources, constraints, and opportunities. It also contains goals, policies, and programs and an action plan which details the actions to be taken by the City to respond to the community's evolving housing needs. The Housing Element has been drafted to ensure consistency with the Area Plan. The Housing Element identifies several housing opportunity sites within the Planning Area and estimates that these sites can accommodate approximately 1,221 housing units.



- **Redevelopment Plan for the El Camino Corridor Area.** The Redevelopment Plan was adopted in 1993 to address blight and to promote the safety, health, and welfare of the residents and users of the Redevelopment Area. The goals and objectives of the Redevelopment Plan included the elimination and prevention of blight and substandard conditions; achieving an environment with high quality architecture and design; and the creation of new housing and job opportunities. The Redevelopment Plan was amended in 2000 to expand the Redevelopment Area.

## 1.5 PLAN ORGANIZATION

The following chapters of this document present guiding principles and accompanying policies; design standards and guidelines; and recommendations for implementation:

- *Chapter 2: Land Use Classification, Density/Intensity Standards, and Development Program* provides the land use framework, including locations for uses, land use classifications, density/intensity standards, and development potential estimates. This chapter also illustrates potential buildouts with graphics and three-dimensional models.
- *Chapter 3: Guiding Principles and Policies* provides guiding principles and policies, comprehensively addressing the major considerations for new development within the Planning Area. Organized thematically, the guiding principles encapsulate the quality and intensity of improvements that the City hopes to achieve for the Planning Area. They address land uses, heights, urban design and the public realm (including open space), circulation, and parking, with diagrams to illustrate each. Following each guiding principle is a series of policies that will guide the City and developers in implementing the principles.
- *Chapter 4: Design Standards and Guidelines* provides design standards and guidelines for future development within the Planning Area. Standards provide clear direction on key design elements, while guidelines illustrate how these regulations may be implemented. Design elements include building massing, design, and articulation; private and public open space; and parking and access. They provide guidance to developers as well as to City staff and decision-makers for achieving high-quality design throughout the Planning Area.
- *Chapter 5: Implementation* outlines implementation measures, including amendments to the General Plan and the Zoning Ordinance, phasing of development, necessary infrastructure improvements, and financing and public investment measures needed to achieve cohesive plan implementation.

## 2 Land Use Classification, Density/Intensity Standards, and Development Program

---

This chapter provides the land use framework that will enable the development of the El Camino Real/Chestnut Area into a vibrant mixed-use district that supports community needs and services. It provides locations for land uses, a classification system, and density/intensity standards. It also estimates total development potential for each land use type. Potential development within the Focus Area is illustrated with three-dimensional models and graphics.

### 1.1 LAND USE AND DENSITY/INTENSITY

#### LAND USE DIAGRAM

The Land Use Diagram (Figure 2-1) designates the proposed location, distribution, and extent of activities that may take place in the Planning Area. Land use classifications—shown as color/graphic patterns on the diagram—allow for a range of activities within each classification. The diagram is a graphic representation of policies contained in Chapter 3; it is to be used and interpreted in conjunction with the text and other figures contained in the Area Plan.



Figure 2-1: Land Use Diagram



- |  |   |
|--|---|
|  High Density Residential (120 du/ac; up to 180 with approval) |  Park and Recreation |
|  El Camino Real Mixed Use North, High Intensity                |  BART                |
|  El Camino Real Mixed Use North, Medium Intensity              |  Canal               |
|  Public  |  Planning Boundary   |

## LAND USE CLASSIFICATION AND DENSITY/INTENSITY STANDARDS

Land use classifications are presented below. The Zoning Ordinance provides greater detail on specific uses permitted within each classification. In addition to the uses described here, public uses—including government offices, police and fire stations, parks, and public schools—are permitted in all land use classifications.

Table 2-1 shows standards for density and development intensity. The maximum residential density may be increased, in accordance with state law, for projects with affordable housing or housing for elderly residents. A 25 percent bonus is available for housing that meets community design standards as specified in the Zoning Ordinance (see Zoning Ordinance, Chapter 20.390, Bonus Residential Density). For nonresidential and mixed uses, the base maximum FAR may also be increased with bonuses, as shown in Table 2-1. A bonus FAR of 0.5 is available with a Transportation Demand Management (TDM) Program. In addition, a discretionary bonus FAR of 0.5 is available for other design standards based on criteria established in the Zoning Ordinance and upon conditional use permit approval.

### High Density Residential

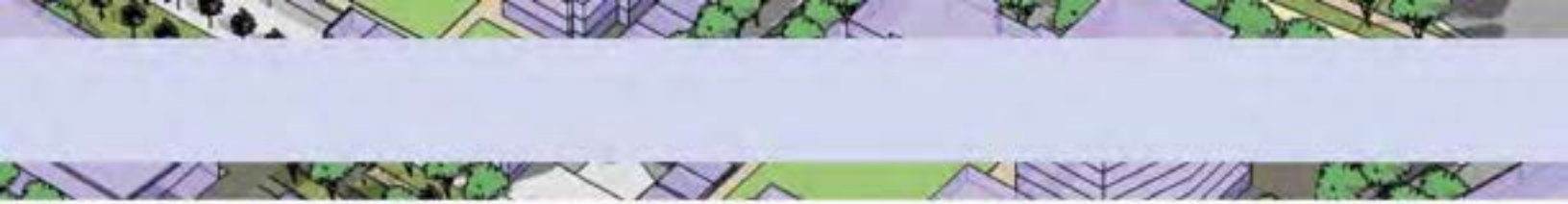
This designation, as it applies to the 4.5-acre former San Francisco Public Utilities Commission (PUC) parcel between Mission Road and the Colma Creek canal, allows higher densities than elsewhere in the city, reflecting the area's close proximity to the South San Francisco BART station. Up to 120 units per acre are permitted and a minimum density of 80 units per acre is required. A maximum of 180 units per acre may be achieved for development meeting specified criteria.

### El Camino Real Mixed Use North

This designation is intended to accommodate high-intensity active uses and mixed-use development. Retail and department stores; eating and drinking establishments; hotels; commercial recreation; financial, business, and personal services; residential; educational and social services; and office uses are permitted.

There are two El Camino Real Mixed Use North designations within the Planning Area: High Intensity and Medium Intensity. These areas are shown in Figure 2-1. In both areas, the minimum FAR for all uses, exclusive of structured parking, shall be 0.6, of which a target 0.3 FAR or greater will be devoted to active uses. Active uses are those that are accessible to the general public, generate walk-in pedestrian clientele, and contribute to a high level of pedestrian activity. Such uses include retail shops, cafes, restaurants, bars, theaters and the performing arts, commercial recreation and entertainment, personal and convenience services, hotels, banks, travel agencies, childcare services, libraries, community class spaces, museums, and galleries. Residential amenities with transparency will also





be considered. Maximum FAR and residential densities are different in the two areas, as described below.

*El Camino Real Mixed Use North, High Intensity*

Within this designation, the ground floor frontage of a site along El Camino Real, Chestnut Avenue and Oak Avenue is required to be devoted to active uses. The maximum FAR for all uses, inclusive of housing but exclusive of structured parking, shall be 2.0, with increases to a maximum total FAR of 3.0 for development meeting specified criteria. Residential density is limited to a maximum of 80 units per acre, with increases to a maximum of 110 units per acre for development meeting specified criteria.

*El Camino Real Mixed Use North, Medium Intensity*

For the Medium Intensity designation, the maximum FAR for all uses, inclusive of housing but exclusive of structured parking, shall be 1.5, with increases to a maximum total FAR of 2.5 for development meeting specified criteria. Residential density is limited to 40 units per acre, with increases to a maximum of 60 units per acre for development meeting specified criteria.

*Public*

This designation provides for schools, libraries, government offices, transit sites, and other facilities that have a unique public character.

**Table 2-1: Standards for Density and Development Intensity**

Land Use Designation	Residential Density (units/net acre)			Floor Area Ratio (residential and non-residential uses combined)				
	Min.	Max.	Total Maximum with Discretionary Approval and Incentive-Based Bonuses	Min.	Base Maximum	Bonuses		Total Maximum with Discretionary Approval and Incentive-Based Bonuses
						Bonus Attainable with TDM Program	Bonus Attainable with Other Specified Design Standards	
High Density Residential	80	120	180	—	—	—	—	—
El Camino Real Mixed Use North								
El Camino Real Mixed Use North, High Intensity	—	80	110	0.6 <sup>1</sup>	2.0	0.5	0.5	3.0
El Camino Real Mixed Use North, Medium Intensity	—	40	60	0.6 <sup>1</sup>	1.5	0.5	0.5	2.5

<sup>1</sup> A minimum 0.3 FAR of the required 0.6 FAR shall be active uses. The requirement for a minimum 0.3 FAR of active uses does not apply to projects where 30% of the units are restricted and affordable to low- or low-moderate-income households or where site constraints limit ground-floor development.

Dyett & Bhatia, 2010



## 1.2 PROJECTED DEVELOPMENT PROGRAM

This section describes development projected for the Planning Area. A more detailed block-by-block picture of the development envisioned for the Focus Area is also provided. These projections are used to determine probable environmental impacts and infrastructure needs, and are not adopted as part of the plan. This Area Plan does not include any specific projects or development applications; however, to the extent any project is consistent with the plan's land use designations, and development intensities and standards, any necessary environmental review will be limited to site-specific impacts, rather than cumulative and area-wide impacts, which have been fully evaluated in the program EIR prepared on the plan. **A development project does not have to be consistent with illustrative vision and massing and detailed block-by-block projections to be consistent with the plan.**

### OVERALL DEVELOPMENT

Development potential is calculated based on the application of land use, density, and intensity assumptions to the opportunity sites described in Chapter 1. Table 2-2 below describes the amount of new development projected for buildout of the entire Planning Area, including all sites within and outside of the Focus Area. The Plan is expected to result in 369,400 square feet of new retail/services development, 73,000 square feet of office space, a new 50,000 square foot library, and over 1,500 new high-density units accommodating 4,600 new residents. The figures presented in the following table account for existing development, existing development to be replaced or redeveloped, and new development. This



analysis is illustrative and different development configurations may occur over the course of time within the area plan. Any future project would be subject to zoning regulations, environmental consistency analysis, and City approval.

## FOCUS AREA DEVELOPMENT BY BLOCK

Development within the Focus Area, as shown in the illustrative vision drawings of Chapter 1, comprises the majority of the overall development potential of the Planning Area. Each block within the Focus Area—its adjacencies, site constraints and opportunities—was considered carefully in understanding the development potential, and portraying the massing outlined in the illustrative vision. This section describes in detail the development program envisioned for each block within the Focus Area. Figure 2-2 provides a key map of the Focus Area, with each block identified by a letter, and the following text provides a detailed picture of potential development on each individual block. Table 2-3 summarizes the amount of development that could be accommodated, by square footage, units, and spaces, for nonresidential, residential, and parking respectively if the Focus Area were to develop as shown in the illustrative vision. Although the illustrative vision provides guidance, the exact combination and layout of land uses and building heights and footprints are flexible on these blocks, especially those with the mixed-use designations.

## BLOCK A

Block A is the only block in the Focus Area designated as High Density Residential. The illustrative vision shows that the block is broken into two buildings, each with two aboveground levels of podium parking topped with common open space for

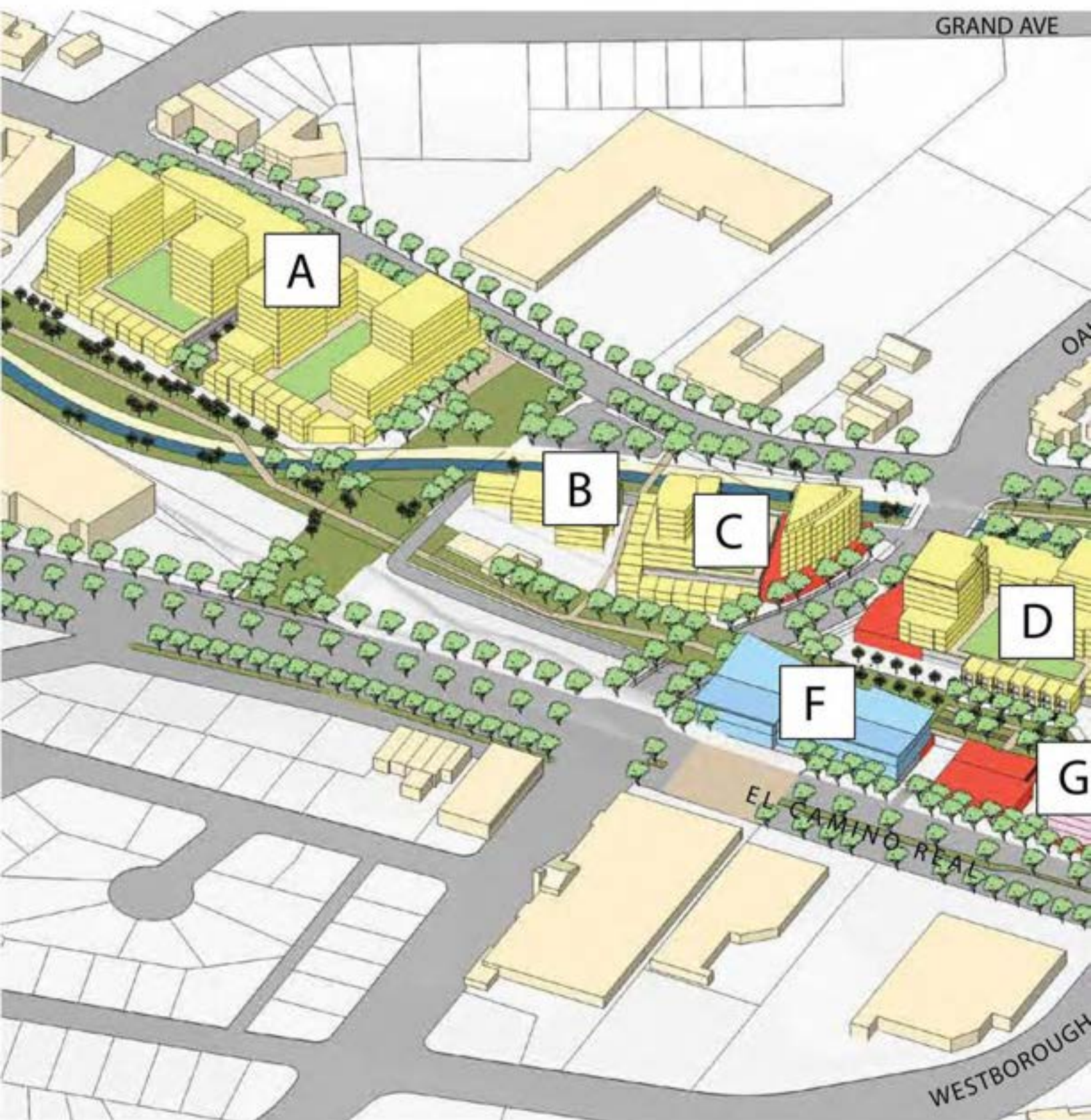
Table 2-2: Development Potential Summary

<i>Land Use Type</i>	<i>Existing</i>	<i>Existing Lost</i>	<i>Projected</i>	<i>Net Total</i>
Retail and Services (SF)	250,900	194,000	369,400	426,300
Office (SF)	304,800	0	73,000	377,800
Public/Institutional (SF)	60,500	0	50,000	110,500
Residential (Units)	130	65	1,520	1,585
Residents	400	200	4,600	4,800

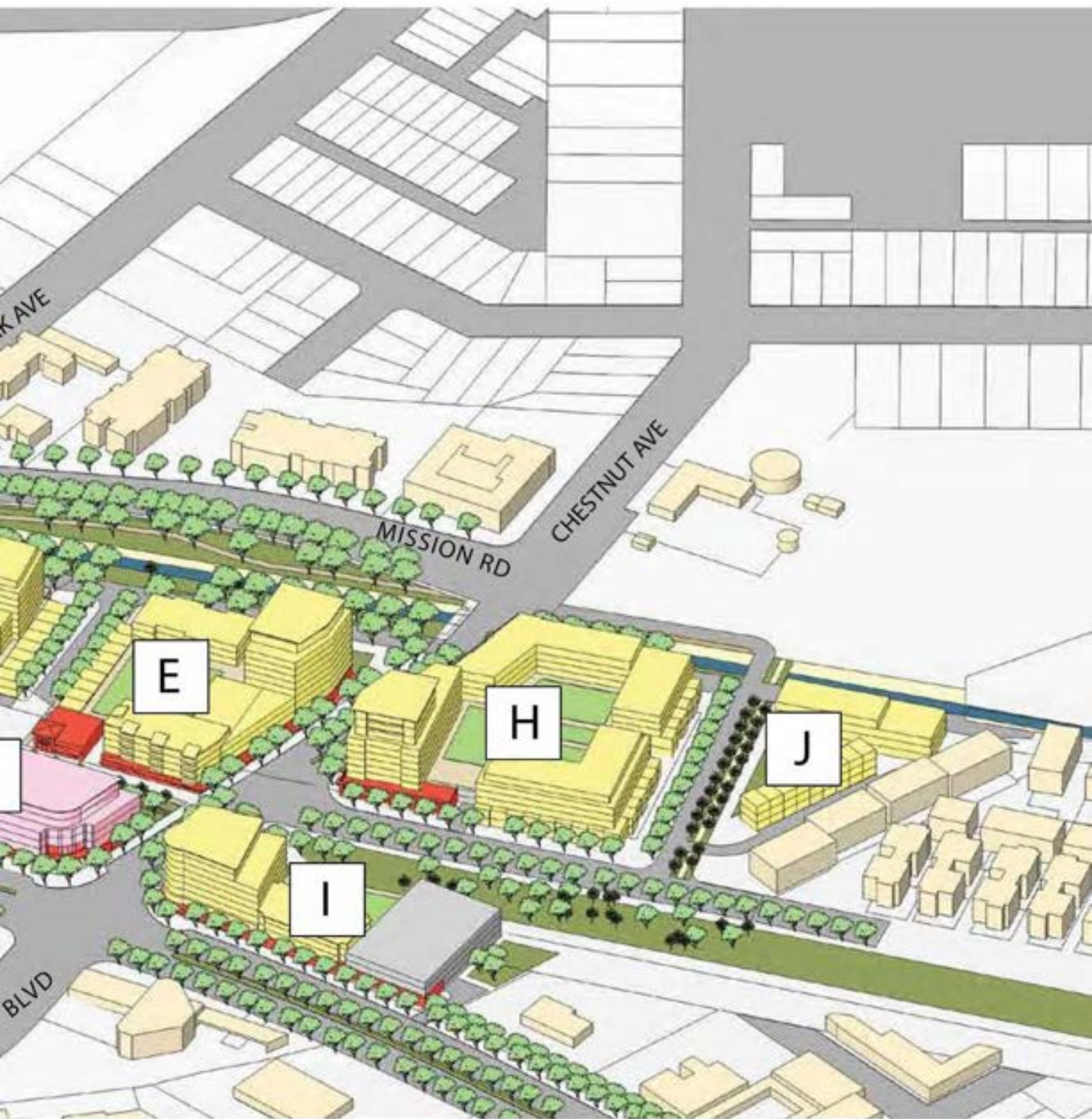
*Dyett and Bhatia, 2010*

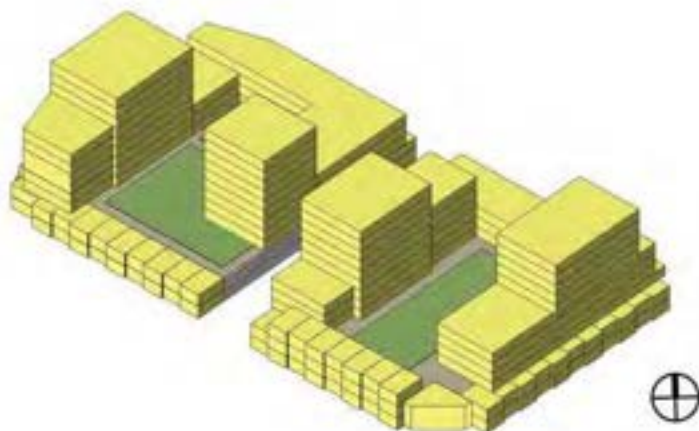


Figure 2-2: Block Key









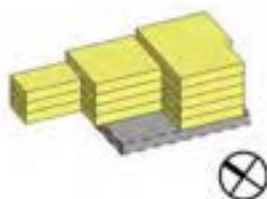
#### **BLOCK A:**

- ~400 units
- ~110 DU/acre

residents. A driveway leading into both parking garages would be accessed from Mission Road. The garages could each be wrapped on three sides with residential units.

#### **BLOCK B**

Block B contains the smallest amount of development of all the blocks within the Focus Area—it could contain a mix of low-rise units above underground parking spaces. This block, as well as the rest of the Focus Area, is designated as El Camino Real Mixed Use North, High Intensity. Block B could be accessed by a new driveway off of Oak Avenue, circling blocks B and C.



#### **BLOCK B:**

- ~40 units
- ~80 DU/acre
- ~3.1 FAR

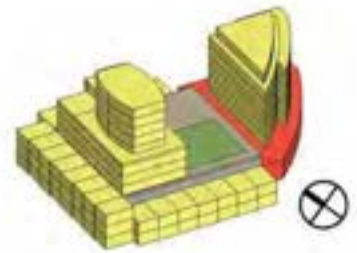
#### **BLOCK C**

Block C borders on two segments of Centennial Way (to the east and west) and Oak Avenue (to the south). It is designated as El Camino Real Mixed Use North, High Intensity. The illustrative vision shows that it include mixed-use development with several levels of podium parking and a mix of residential development types on all sides; ground floor commercial space fronting Oak Avenue; and a residential tower built over the commercial space. Parking could be accessed from the same driveway that serves Block C.



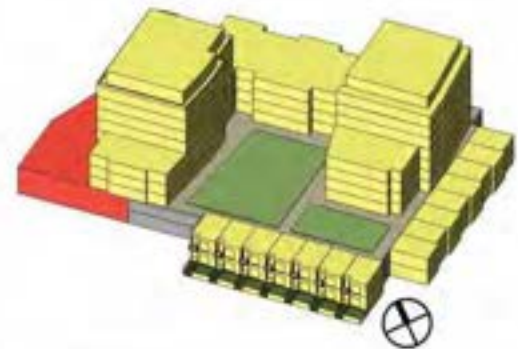
### BLOCK D

Block D faces Oak Avenue to the north and Centennial Way to the east and west. It is designated as El Camino Real Mixed Use North, High Intensity. Vehicular access to this development is envisioned to be improved by a new circulation road internal to the block, extending from Oak Avenue to Chestnut Avenue alongside the eastern segment of Centennial Way, as well as from a shared driveway down the center of the block, perpendicular to Centennial Way. The north end of the block could include retail space that occupies the block's Oak Avenue frontage. The development could incorporate several levels of podium parking. The bulk of the development is shown in the illustrative vision and includes a range of housing types, such as townhouses, low-rise units and tower units. The space could also accommodate a large civic facility. The exposed portion of the parking garage adjacent to the public plaza could be used to support a large movie screen and/or other public art displays.



#### BLOCK C:

- ~95 units
- ~70 DU/acre
- ~2.3 FAR



#### BLOCK D:

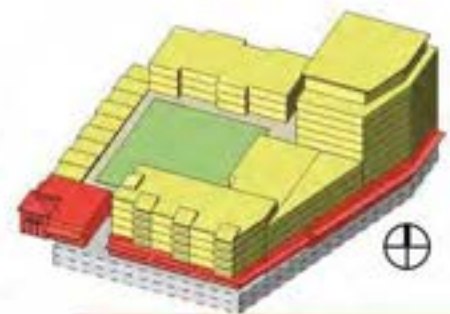
- ~140 units
- ~65 DU/acre
- ~1.8 FAR

### BLOCK E

Block E faces Chestnut Avenue to the south and Centennial Way to the east and west. It is designated as El Camino Real Mixed Use North, High Intensity. Like Block D, vehicular access could be provided via a new circulation road internal to the block alongside the eastern segment of Centennial Way. This block could play a critical role in establishing the Planning Area as a major destination, with its central location in the Focus Area. Therefore, active and public-serving uses are most appropriate here. The illustrative vision shows much of the block occupied by pedestrian-oriented retail, in part with residential units on upper levels. The space could also be suitable for a grocery store.

### BLOCK F

For the corner of El Camino Real and Oak Avenue (Block F), the illustrative vision shows a relocated South San Francisco Main Library. It is designated as El Camino Real Mixed Use North, High Intensity. As this designation allows public uses, the illustrative vision envisages a library building on this site, and could also accommodate retail space along Oak Avenue and along Centennial Way. This block is also the location of the most dramatic grade difference within the Planning Area—the west side of the block is 45 feet higher in elevation than the east side. For this reason, it could accommodate two levels of at-grade structured parking under the library to meet anticipated parking needs of such a use. A distinctive architectural feature, such as the sloped roof form shown here, will be critical to establishing the iden-



#### BLOCK E:

- ~150 units
- ~55 DU/acre
- ~2.0 FAR





**BLOCK F:**  
• ~1.7 FAR

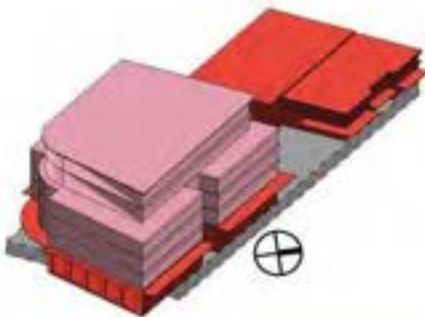
tity of the area a civic destination and heightening the facility's visibility from El Camino Real.

#### **BLOCK G**

Block G is designated as El Camino Real Mixed Use North, High Intensity. This is the only block in the illustrative vision that includes Class A office space, in addition to a relatively small amount of retail at the ground floor and 73,000 square feet commercial office space above. One level of parking could be accommodated underground to meet parking needs on the block.

#### **BLOCK H**

Located just south of Chestnut Avenue and east of Antoinette Lane, Block H is envisioned as a major mixed-use development that anchors the southern end of the Focus Area. It is designated as El Camino Real



**BLOCK G:**  
• ~2.3 FAR

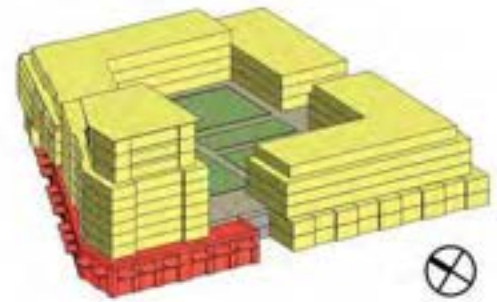
Mixed Use North, High Intensity. Like Block E, this block is important in establishing the active street wall along Chestnut Avenue and an active edge along Centennial Way. Vehicular access could be provided from Antoinette Lane and a new circulation road that circles the block. Parking could be located in two podium levels; retail space could occupy the block's Chestnut Avenue frontage with the remainder of the block accommodating higher-density housing units. Parking need could be accommodated with podium parking levels disguised from street-front active uses.

### BLOCK I

Like Block G, Block I lies at the gateway to the Planning Area at the corner of El Camino Real and Chestnut Avenue and is designated as El Camino Real Mixed Use North, High Intensity. This block could be appropriate for a development that provides a strong tower at the corner, active retail uses along the block's entire El Camino Real frontage, and active retail uses along the majority of its Centennial Way frontage. Parking could be located in several aboveground levels at the southern end of the block.

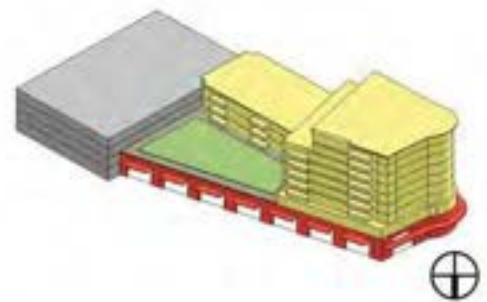
### BLOCK J

Block J is designated as El Camino Real Mixed Use North, High Intensity. The illustrative vision allocates the block entirely to residential uses. Parking for units could include one or more levels of underground parking as well as in front of unit parking spaces. Block J would be accessed by the new circulation road that extends through the southern end of the Planning Area. The illustrative vision shows that the space could include a triangular common open space adjacent to all units in the block.



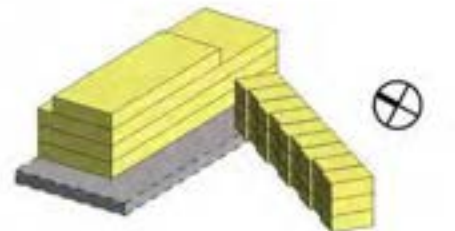
#### BLOCK H:

- ~225 units
- ~70 DU/acre
- ~2.1 FAR



#### BLOCK I:

- ~100 units
- ~70 DU/acre
- ~2.5 FAR



#### BLOCK J:

- ~45 units
- ~40 DU/acre
- ~1.2 FAR

**Table 2-3: Illustrative Concept of Focus Area Development by Block**

Block	Non-Residential (SF)			Residential (units)				Parking (spaces)		
	Retail	Office	Public/ Inst.	Low-Rise	Tower	Town- houses	Total	Podium	Under- ground	Total
A	0	0	0	135	245	40	420	485	0	485
B	0	0	0	45	0	0	45	0	30	30
C	11,600	0	0	25	50	20	95	150	0	150
D	13,400	0	0	25	100	15	140	260	0	260
E	62,700	0	0	70	75	10	150	0	400	400
F	9,200	0	50,000	0	0	0	0	110	0	110
G	25,300	73,000	0	0	0	0	0	0	105	105
H	26,200	0	0	130	70	30	230	310	0	310
I	38,400	0	0	25	80	0	105	160	0	160
J	0	0	0	35	0	10	45	0	65	65
<b>Total</b>	<b>186,800</b>	<b>73,000</b>	<b>50,000</b>	<b>490</b>	<b>620</b>	<b>120</b>	<b>1,230</b>	<b>1,475</b>	<b>600</b>	<b>2,075</b>

*Dyett and Bhatia, 2010*



# 1 Guiding Principles and Policies

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The following guiding principles lay the framework for development within the Planning Area. They provide an overall vision for the area in terms of land use, urban design and circulation, and emphasize the creation of a vibrant and viable activity center in South San Francisco. Each principle includes a statement followed by text that expands upon the principle. These are followed by policies to guide implementation. Accompanying photographs and illustrations help visualize principles and policies.

## 1.1 LAND USE

*Guiding Principle 1: Create a vital center for South San Francisco, with a variety of commercial, office, residential, and civic uses.*

Building on its central location in the city and the presence of multiple existing and proposed civic facilities, the Planning Area will become an active civic and community-wide destination. A mix of uses is emphasized throughout the Planning Area to foster an active public realm along key streets and open spaces. The gateway for this new center will be the intersection of El Camino Real and Chestnut Avenue. A range of active and civic uses will activate El Camino Real and Chestnut Avenue, as well as an enhanced pedestrian district along the Centennial Way connection on the BART right-of-way between Chestnut Avenue and the proposed Oak Avenue extension.

The plan will foster a new community alongside a major public space amenity and within easy walking distance of both BART and new commercial and civic uses. High-density residential development will be integrated throughout. While most residential development will be in mixed-use buildings, a higher-density residential-only area north of Oak Avenue establishes recognizes proximity to BART and lower visibility from arterials.

- LU-1 Ensure an appropriate mix of uses, activities, and amenities, to help the area develop as a citywide and regional destination.
- LU-2 Provide uses that reflect the area's proximity to BART and visibility along El Camino Real and Chestnut Avenue.
- LU-3 Provide new residential development to support and activate commercial and public uses in the area, with a minimum of 800 housing units, and up to 1,500 new housing units, for approximately 2,500 to 4,400 new residents.



- LU-4 Enable the City Library to relocate to the Planning Area, in a location that builds on synergies with other public uses and maximizes visibility and access for the community. Possible locations for the library should consider accessibility from Chestnut Avenue and El Camino Real, as well as proximity to public open space like Centennial Way and Orange Memorial Park.
- LU-5 Establish an identity for a “Civic District” containing the Municipal Services Building, a potential new City library, and other civic uses, through signage along El Camino Real and other places, landscape design, and connections (including better pedestrian access across El Camino Real). Cluster civic uses around the new plaza/amphitheater and other community gathering places. Further synergies with shared resources such as joint parking facilities.

*Guiding Principle 2: Create a commercial district that acts as a citywide and regional destination, yet provides adequate neighborhood-serving establishments for residents.*

A new hub at Chestnut Avenue and El Camino Real will be a destination for the local and regional community. A balance of civic, neighborhood and regional commercial uses, demand for both of which has been established, will ensure economic benefit to the City and provide neighborhood services within walking distance of homes. Commercial uses will include at least one major space for a community-serving supermarket. The Planning Area already contains a Safeway just south of Chestnut Avenue; this could be relocated north of Chestnut Avenue or another supermarket/large grocery store could be established in the area (see Chapter 5: Implementation). Retail uses along Chestnut Avenue and El Camino Real will serve local as well as broader community needs. Additionally, active civic, retail and commercial uses will be located along key pedestrian connections and adjacent to community destinations so as to prioritize accessibility and maximize synergy of uses. While no size limitations are established in this plan, all commercial development, including larger establishments, will be designed in keeping with the desired pedestrian-oriented character of the area, while providing easy vehicle access and visible parking. Spaces will be appropriately sized and flexible to accommodate a variety of tenants, with utilities and infrastructure (such as gas lines and loading areas) needed to support the range of desired commercial uses (e.g., restaurants, cafes, and groceries).

- LU-6 Provide a minimum of 100,000 to 200,000 square feet of additional regional and neighborhood-serving commercial uses in the Planning Area.
- LU-7 Ensure that the mix of commercial uses provides adequate neighborhood services for new residential development to reduce the need for driving for everyday needs.
- LU-8 Provide at least one major space of 40,000 to 60,000 square feet that can accommodate a community-serving supermarket—either a new one or a relocated Safeway, currently located in the southeastern portion of the Planning Area.
- LU-9 Ensure that commercial spaces are sized and designed at an adequate depth and height to accommodate and attract a variety of uses. Require that spaces are equipped with the necessary building infrastructure (gas lines, etc.) to serve a range of commercial and retail uses, including food preparation and groceries.
- LU-10 Orient neighborhood-serving commercial establishments to the public realm and ensure easy access to pedestrian and bicycle connections.

## 1.2 BUILDING HEIGHTS

**Guiding Principle 3:** *Provide high-intensity development, capitalizing on the area's proximity to BART and location at the geographic center of the city.*

The scale and intensity of development will help define the area as a hub, and help establish a strong presence along El Camino Real and Chestnut Avenue. Building heights along El Camino Real will be similar to those established for South El Camino Real (80 feet maximum, rising to 120 feet with discretionary approval). Buildings and development intensities will be higher in the area north of Oak Avenue, which is closest to the BART station and located across







from office and public uses along Mission Road. They will step down in the northern-most portion of El Camino Real to transition to existing development. Building height limits within the Planning Area are shown in Figure 3-1.

Building heights and bulk will vary within individual developments to create visual interest. The lower portions of buildings will be designed to promote a pedestrian scale and character, while taller portions of buildings will be stepped back along the street edge, open spaces, and the parkway. (See Chapter 4: Design Standards and Guidelines for more on building design.) Height limits within the Planning Area are well within the airport height limits, which are shown in Figure 3-2 for reference purpose.

- H-1 Maintain building heights along El Camino Real in concert with those established for the southern portion of the corridor. Allow taller buildings north of Chestnut Avenue, reflecting the area's proximity to BART and open space amenities.
- H-2 Establish an overall typical height range between four and six stories, with residential towers reaching up to 12 stories in select locations.
- H-3 Require building heights to vary within individual blocks, and do not permit monolithic, bulky developments. Taller towers may be appropriate on all blocks and should be distributed to provide both a dense urban fabric and sufficient open spaces.
- H-4 Require the design of towers to minimize shadow impacts on existing residential development. Require portion of any development taller than 80 feet to be located as far away from Mission Road and El Camino Real as possible, but in no case less than 60 feet from the edge of the right of way.

### 1.3 URBAN DESIGN AND THE PUBLIC REALM

*Guiding Principle 4: Maximize active frontages along key streets and open space connections in the Planning Area.*

Active frontage is defined by a strong building to street relationship where buildings are located at the sidewalk edge. Entries and ample fenestration should be oriented to the street with an emphasis on pedestrian-scaled building design and amenities. To capitalize on the high visibility and busy crossroads location of the Planning Area, the Chestnut Avenue and El Camino Real street edges should be lined with active retail frontages or active civic frontages (e.g., reading rooms,



**Figure 3-1: Building Heights**



**xx/xx** Base Height Limit/  
Height Limit with  
Discretionary Approval

**80/120 Feet**

**40 Feet**

**Park/Open Space**

**BART**

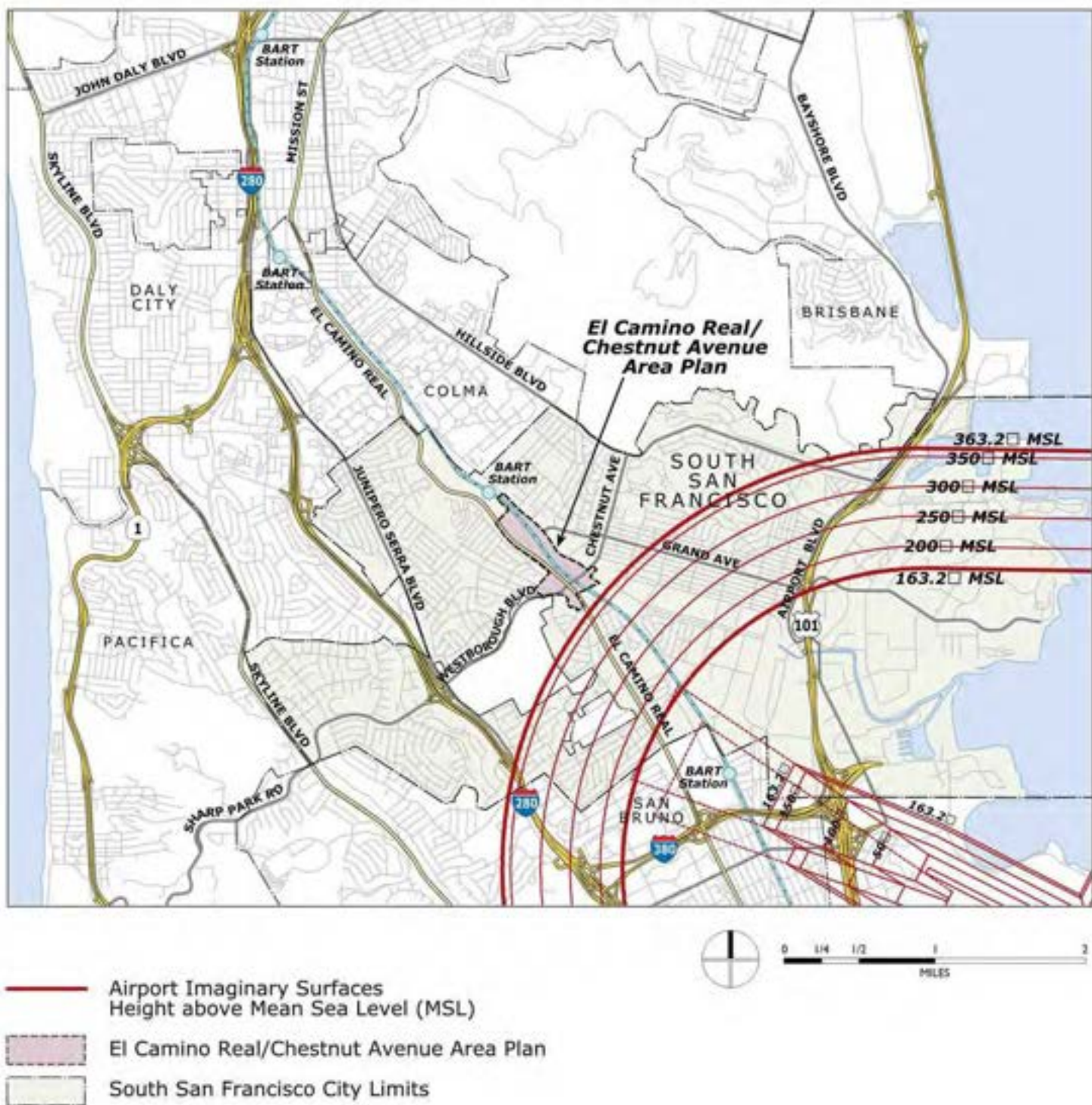
**Canal**

**Planning Boundary**





Figure 3-2: Airport Height Limits



Source: FAR Part 77 Surfaces: City and County of San Francisco, Ricondo & Associates, Inc., 2007; Jacobs Consultancy, May, 2008.

classrooms, performance spaces, meeting rooms open to the public and oriented to the street or sidewalk). This includes active frontage along the Centennial Way connection between Chestnut Avenue and the Oak Avenue extension, as well as active residential frontage (i.e. townhouses with individual entries and fenestration oriented to the street or sidewalk) along open spaces and Centennial Way to the north. See the locations of different types of required active frontages in Figure 3-3: Active Frontages.

- UD-1 Require active frontage along key streets, open spaces and linear connections, as shown in Figure 3-3.
- UD-2 Ensure that the ground level of buildings along Chestnut Avenue and El Camino Real contains active commercial and civic uses, with other uses at higher levels.
- UD-3 Line internal pedestrian connections through mixed-use development with active ground floor uses.
- UD-4 Where residential development is adjacent to public spaces or connections, orient the development with townhomes at the ground level, multifamily units at upper floors, and open spaces facing onto the public space.

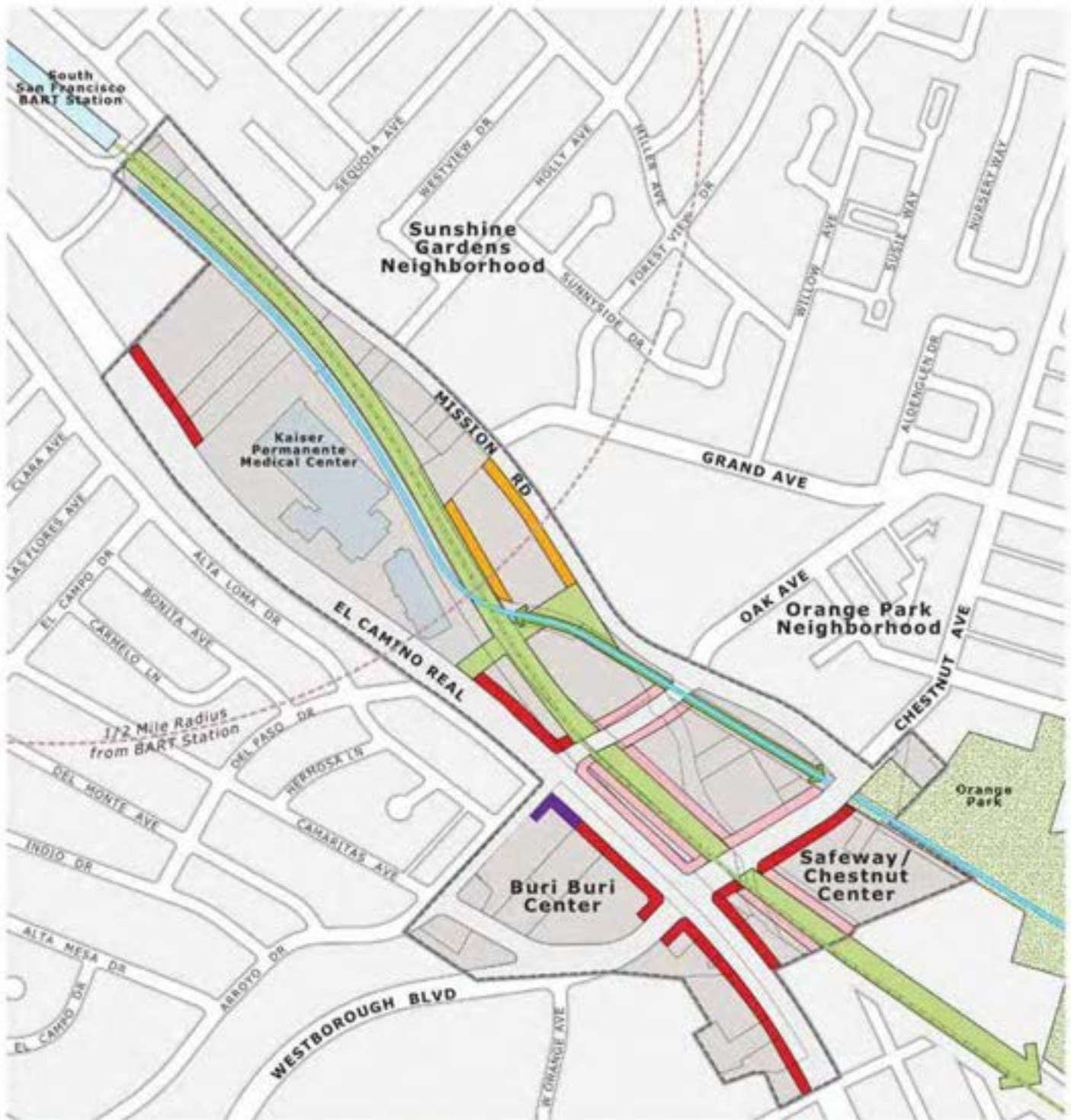
**Guiding Principle 5:** *Develop the area with an overall character and urban design scheme that promotes livability and sustainability.*


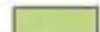





Creating a sense of continuity and cohesiveness throughout the district will require a well-defined urban design palette of building, landscape, and site design elements. Place-making will be achieved through high quality building and site design that accentuates key corners and intersections. An emphasis on walkability and pedestrian orientation will maximize accessibility to Centennial Way and the BART station and establish a district that encourages people to linger in plazas, walk along the parkway, or visit multiple destinations within the Planning Area.





**Figure 3-3: Active Frontages**



- |  |  |   |                           |
|--|--|---|---------------------------|
|  | Active Frontage  |  | Park/Open Space           |
|  | Active Frontage - Retail Required                            |  | Centennial Way (Existing) |
|  | Active Frontage - Retail and/or Eating and Drinking Required |  | BART                      |
|  | Active Frontage - Residential Only                           |  | Canal                     |





- UD-5 Establish a comprehensive urban design scheme that specifies a palette for landscaping, pedestrian amenities, and architectural features. The scheme should visually unite the entire area, highlight open space and Centennial Way, and signal key destinations to passing vehicular traffic.
- UD-6 Ensure that development incorporates green building and site design measures such as energy-efficient building design, passive heating/cooling strategies, permeable paving, low-water-consumption planting, and stormwater management.
- UD-7 Require high-quality design that reflects the area's visibility and role as a community destination.
- UD-8 Ensure that mid- and high-rise development is slender, and that towers are staggered to allow for sunlight and views into open spaces and from adjacent development.
- UD-9 Emphasize the corner of Westborough Boulevard/Chestnut Avenue and El Camino Real through building massing and design.
- UD-10 Scale development along pedestrian connections and pedestrian-oriented retail streets to a finer grain with highly articulated facades, changes in materials, ample fenestration and entries. Employ building step-backs to ensure sunlight into open spaces and streets.
- UD-11 Ensure that any Kaiser Hospital redevelopment is in accordance with the Area Plan, including the standards and guidelines spelled out in Chapter 5. While it is neither expected nor required that the hospital maintain an active frontage with ground floor commercial uses along El Camino Real (except as required in Figure 3-3), the building itself should be designed to be visually cohesive in appearance, with articulated building form and massing, rather than a monolithic mass. The Area Plan would enable a taller hospital building to provide this flexibility in massing. Further, the hospital campus should be designed to take advantage of and be integrated with the surroundings, including the linear park and new commercial uses, to enable workers and visitors to enjoy the amenities and have easy access to eating establishments and shops.

***Guiding Principle 6: Establish an open space plan that serves as a framework. This includes continuous green space along Centennial Way as well as along the BART right-of-way.***

The open space network provides a framework for the redevelopment of the Planning Area. Centennial Way, including a new extension along the BART right-of-way through the Planning Area, serves as a linear park with a continuous bike path and a varied palette of enhanced landscaping features. The southeastern reach of Centennial Way, which runs between the Colma Creek canal and Mission Road, connects the Planning Area to the planned expansion of Orange Memorial Park to the southeast. A new 1.25-acre community park, which spans the width of the Planning Area from El Camino Real to Mission Road about 500 feet north of







Staggered towers allow all units views to open space, including the community park, Centennial Way, and hills in the distance.

the planned Oak Avenue extension, provides space for active recreational uses. Additionally, improvements to the Colma Creek canal establish the canal edge as an added open space amenity for new development and Centennial Way.



The plan also establishes a strong connection between new development and existing and planned park space—all new development faces a key open space on at least one side. In the two blocks south of the planned Oak Avenue extension where Centennial Way is extended along the BART right-of-way, the new pedestrian district is lined with active frontages and pedestrian amenities. In addition, the parking garage at the north end of this district interfaces with the new plaza/amphitheater by serving as a surface for a large movie screen. Landscaped pedestrian connections through development on large blocks also ensure that the Planning Area remains accessible and visually appealing.



Table 3-1 lists the amount of public and common open space provided by the El Camino Real/Chestnut Avenue plan, and Figure 3-4 illustrates the major features of the open space framework.

- UD-12 Create an open space and trail extension of Centennial Way along the BART right-of-way from Chestnut Avenue to Colma Creek, just north of the Oak Avenue extension. Establish the portion between Chestnut Avenue and Oak Avenue as a pedestrian district.
- UD-13 Create a public plaza at least half acre in size at the northern end of the Centennial Way pedestrian district, with minimum dimensions of 100 by 150 feet.
- UD-14 Create a community park of a minimum size of 1.0 acre that acts as a major open space connection between Mission Road and El Camino

**Table 3-1: Common and Public Open Space (Square Feet)**

Location	Elevated Common Open Space (above podiums)	Ground Level Open Space <sup>1</sup>	Centennial Way (new segments only)	Community Park
Block A	39,700	36,200	0	0
Blocks B & C	11,100	25,600	0	0
Blocks D,E, F & G	40,200	59,800	46,600	0
Blocks H,I & J	50,200	81,280	60,000	0
Other	0	0	0	55,300
<b>Total</b>	<b>141,200</b>	<b>202,800</b>	<b>106,600</b>	<b>55,300</b>

<sup>1</sup> Includes ground level common open space, circulation, and connections/pathways.

Dyett and Bhatia, 2010

Real, as shown on Figure 3-4: Open Space Framework. This park will provide active recreation facilities such as sports courts, ball fields, and picnic areas, as well as a portion of the Centennial Way walking and biking trail.

- UD-15 Provide a diverse range of amenities and activities throughout park spaces in the Planning Area, including passive and active recreation areas; urban plazas with landscaping, paving, benches, and trees; and linkages along Centennial Way to access bike and pedestrian trails.
- UD-16 Require park land as a part of new development. Park land can be publicly or privately maintained and operated, but should be accessible to the public.
- UD-17 Require private common open space within all new residential developments as a complement to public open space. This common open space could be in the form of courtyards at the ground level or terraces over parking podiums. Where possible, orient private open spaces toward the central open space spine to provide a cohesive network of open spaces.
- UD-18 Develop a program of community activities and events to activate the Centennial Way pedestrian district and public plaza, with emphasis on evenings and weekend activities.

**Guiding Principle 7: Create a distinct, well-defined public realm with enhanced streetscape improvements, public plazas, open spaces, and pedestrian connections.**

The public realm is the space between the built environment and street edge, as well as public plazas, parks, and pathways. A well-defined public realm emphasizes the character, quality, and interaction of buildings, sidewalks and public spaces. Buildings should be oriented to focus activity along the sidewalk with entries and ample fenestration facing onto key pedestrian streets and public spaces. Streetscapes should have a well-defined palette of trees, plantings, pav-



Figure 3-4: Open Space Framework





ing materials, street furniture, lighting, and signage to create a cohesive identity for the public realm and encourage walking. Likewise, plazas, pedestrian pathways, and park spaces should provide connections and sight lines through an easily navigable public realm. Figure 3-5: Streetscape highlights the major streetscape improvements proposed for the Planning Area.

Streetscape improvements on all streets within the Planning Area enhance the pedestrian and bicycle environment and provide identity and thematic continuity. The streetscape and roadway improvements this plan proposes for El Camino Real have been guided by the Grand Boulevard Initiative and the El Camino Real Master Plan. Proposed improvements focus on pedestrian circulation and a pedestrian-scaled building to street relationship. In addition, this plan proposes a distinct Civic District; Figure 5-3 shows an illustrative concept for this Civic District centered on the corner of El Camino Real and Oak Avenue (see inset). The Civic District, which could contain the Municipal Services Building, the potential new public library, and the new public plaza along Centennial Way, calls for special landscape, streetscape, and signage along this segment of El Camino Real, as well as an improved pedestrian crossing.

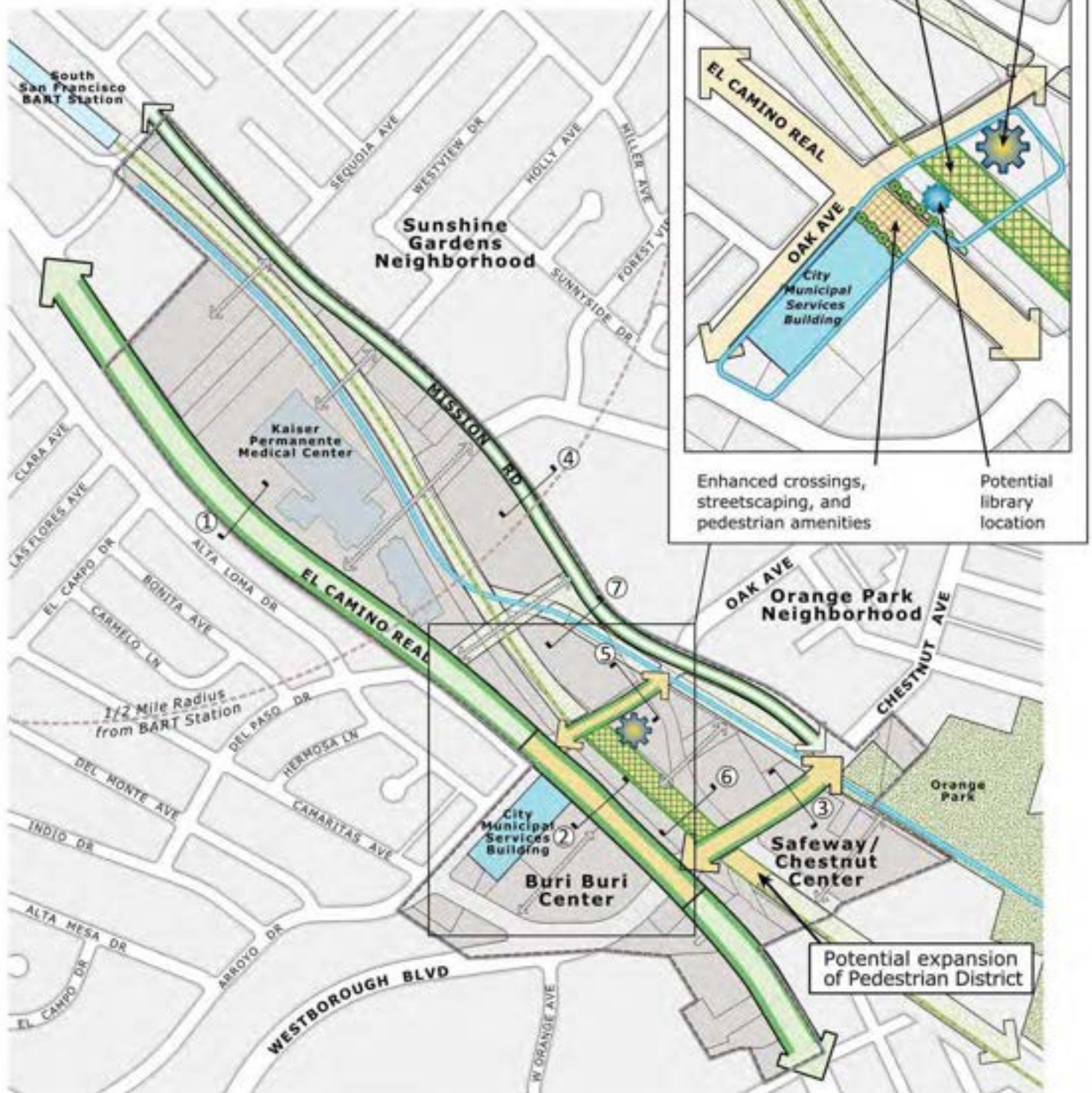
In addition to El Camino Real, this plan outlines roadway and public realm improvements for Oak Avenue, Chestnut Avenue, and Mission Road, including street trees and landscaping such as planted medians. Specific streetscape treatments are also proposed for the Centennial Way pedestrian district and the Colma Creek right-of-way, focusing on pedestrian comfort and accessibility. The street sections that follow Figure 3-5 illustrate the proposed streetscape components for each key right-of-way within the Planning Area.

- UD-19 Design streetscape improvements consistent with Figure 3-5.
- UD-20 Create a unique identity for the new Civic District, with distinctive street trees, signage, crosswalk improvements, and other streetscape elements.
- UD-21 Integrate parks and plazas throughout new development along pedestrian connections, Centennial Way and Colma Creek to create a cohesive and connected public realm.





**Figure 3-5: Streetscape**



- UD-22 Emphasize sight lines and access to public spaces and parks via pedestrian connections through development, landscaping, and signage.
- UD-23 Equip pedestrian-oriented streets with trees, benches, outdoor seating, kiosks, and other amenities.

#### **El Camino Real**

- UD-24 Ensure that streetscape improvements along El Camino Real are consistent with the Grand Boulevard Initiative and the El Camino Real Master Plan. See sections 1 and 2.
- UD-25 Place special emphasis on pedestrian connectivity to the Municipal Services Building that includes a well-defined pedestrian crossing at Arroyo Drive.
- UD-26 Between Chestnut Avenue and the planned Oak Avenue extension, emphasize pedestrian circulation with wider sidewalks, ample foliage and pedestrian-scaled development. Emphasize crossings with curb bulb-outs, special paving and signalization.

#### **Chestnut Avenue**

- UD-27 Establish a clear identity for Chestnut Avenue. This includes heights that are consistent on either side of the Avenue, buildings at the street edge, wider sidewalks, and an emphasis on pedestrian scale and orientation. See Section 3.

#### **Mission Road**

- UD-28 Provide continuous sidewalks and extend the streetscape palette of street trees and plantings from Chestnut Avenue and the planned Oak Avenue extension through to Mission Road. See Section 4.

#### **Oak Avenue Extension**

- UD-29 Balance vehicle, pedestrian, and bicycle movement along the planned Oak Avenue extension. Bring buildings to the street edge with ample fenestration and entries, and provide wide sidewalks and shared travel bicycle lanes to accommodate all modes of travel. See Section 5.

#### **Centennial Way**

- UD-30 Accommodate a range of active pedestrian uses along the new Centennial Way pedestrian connection, by providing areas for seating, dining, and passive recreation areas. See Section 6.
- UD-31 Provide a mix of landscaped and hardscaped areas that provide opportunities for rest and shade, outdoor eating and activities, and a continuous pedestrian and bicycle trailway.
- UD-32 Work with BART to develop a landscape design and improvements to the BART right-of-way that will avoid impacts to the underground structure.



UD-33 Comply with the existing BART Linear Park Master Plan for the segments of Centennial Way north of Oak Avenue.

#### Colma Creek Canal

UD-34 Provide bank improvements, including landscaping and removal of the chain link fence, to soften the transition between the canal edge and Centennial Way, private open space, and new development. See Section 5.

UD-35 Consider stepping back one side of the canal edge to provide greater visibility and passive pedestrian access.

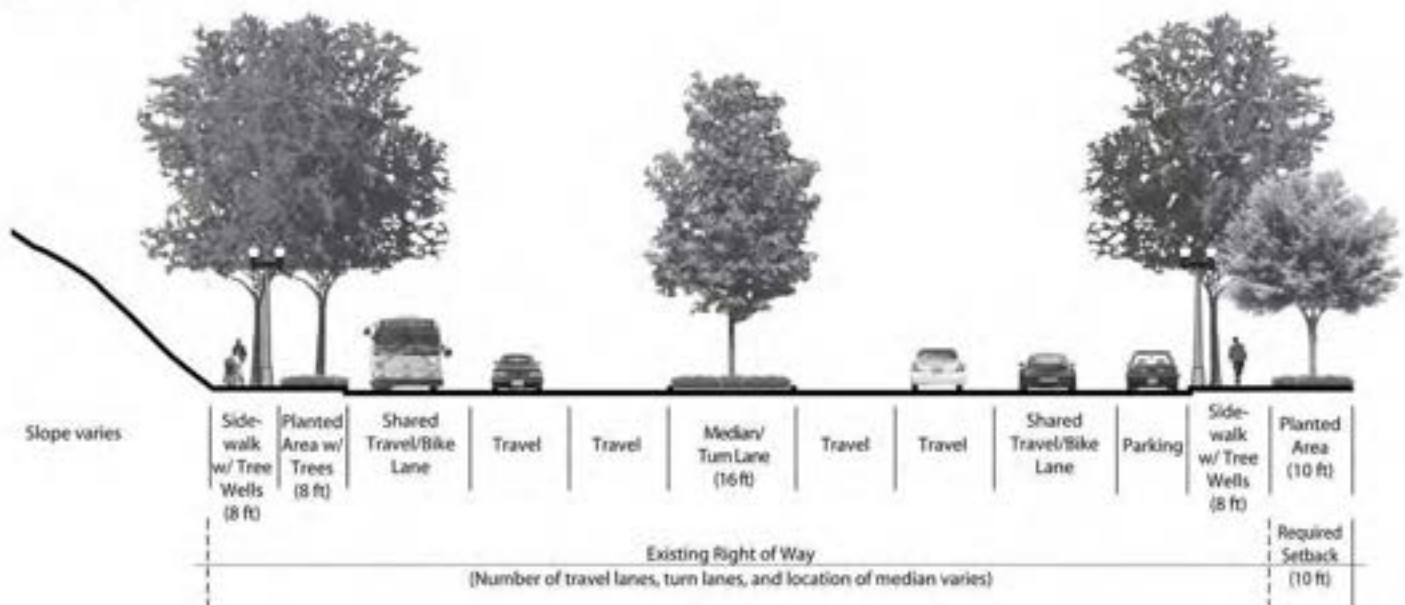
## 1.4 CIRCULATION

**Guiding Principle 8:** *Provide enhanced linkages within the Planning Area. Pedestrian, bicycle, and vehicular connections should be established through new development to maximize the accessibility of open space, commercial amenities, and transit.*

The Planning Area is comprised of a limited network of existing and proposed streets. The plan seeks to work within the area's constraints such as significant changes in grade, the BART tunnel, the canal, and large privately held properties to maximize street connectivity. Improved connectivity both within the Planning Area and to surrounding neighborhoods and the BART station will enhance the

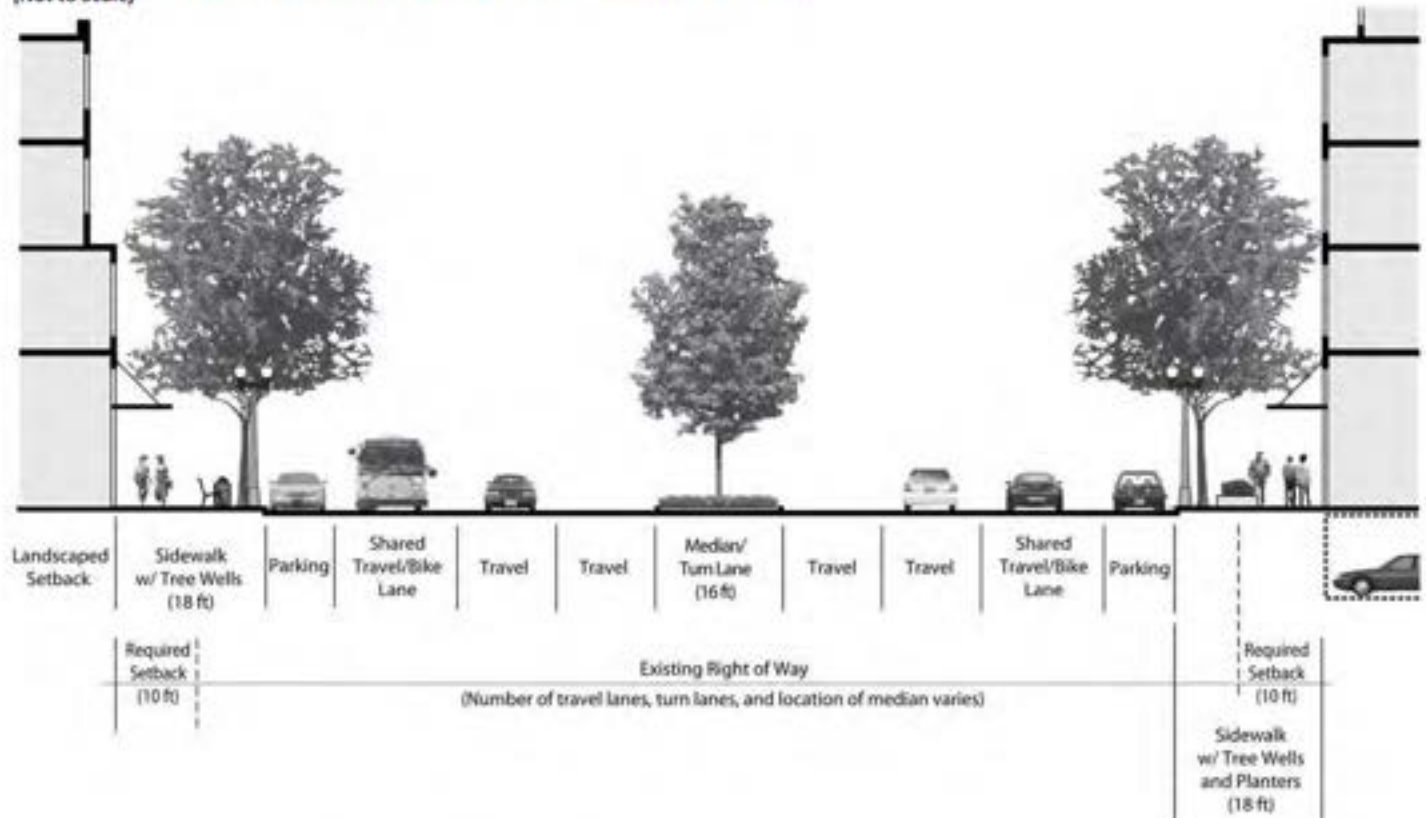
### Section 1: El Camino Real Proposed Street Section, North

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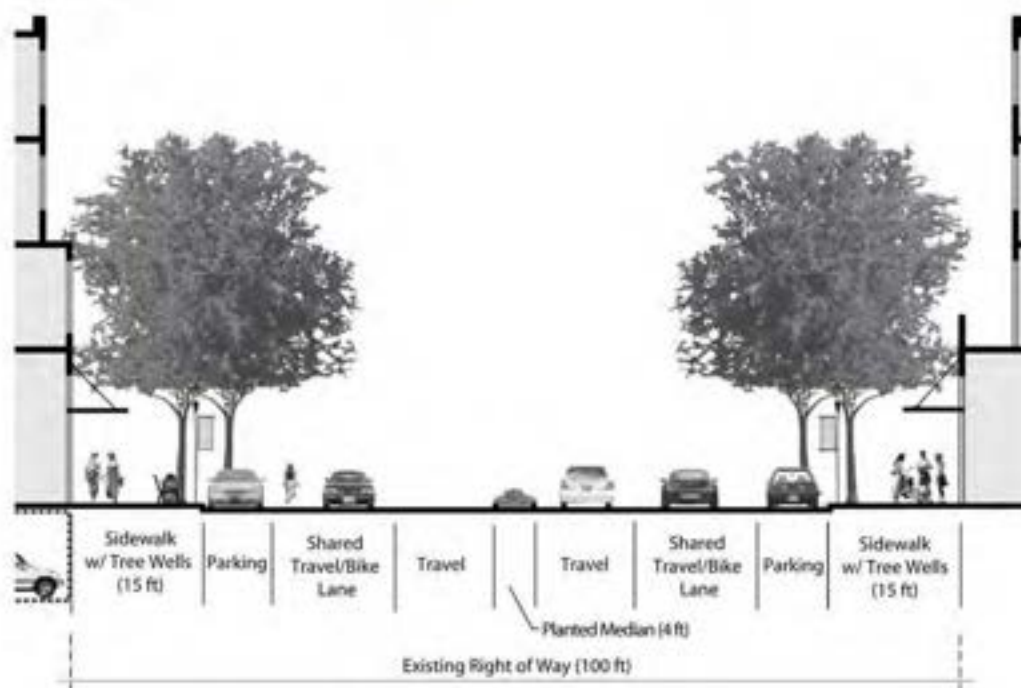
## Section 2: El Camino Real Proposed Street Section, South

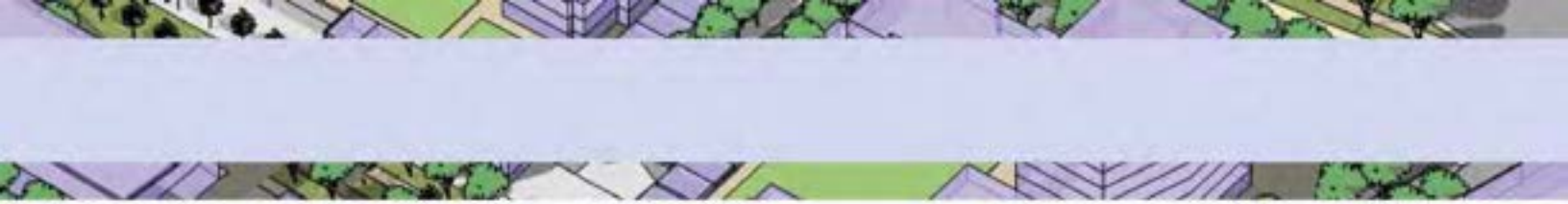
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## Section 3: Chestnut Avenue Proposed Street Section

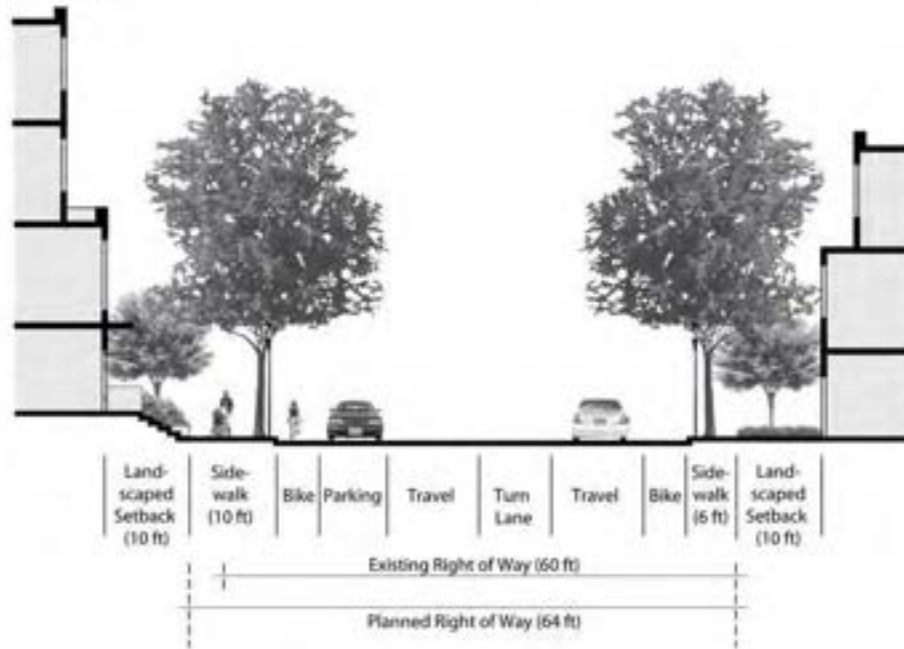
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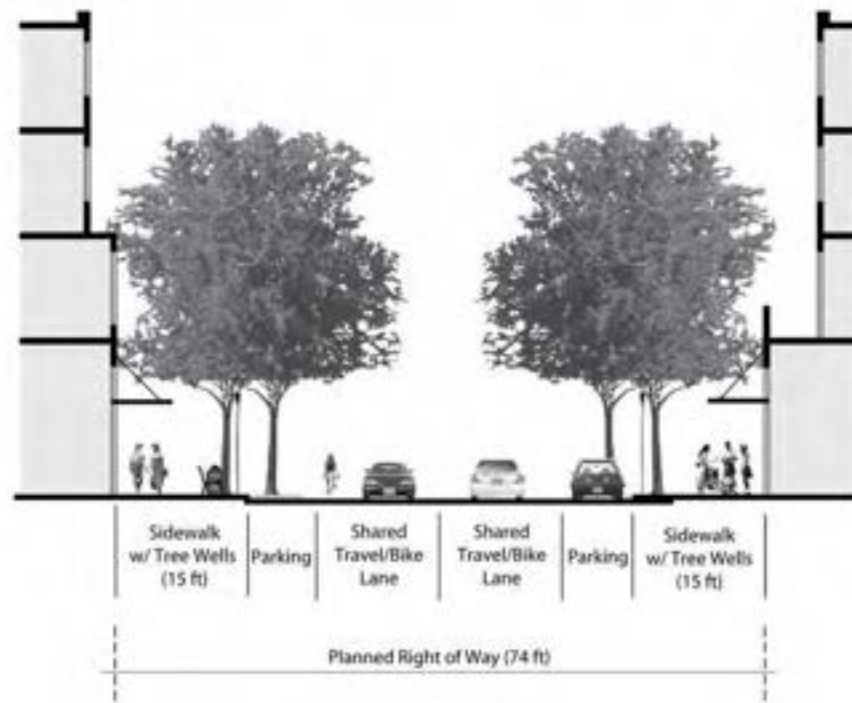
#### Section 4: Mission Avenue Proposed Street Section

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#### Section 5: Oak Avenue Extension Proposed Street Section

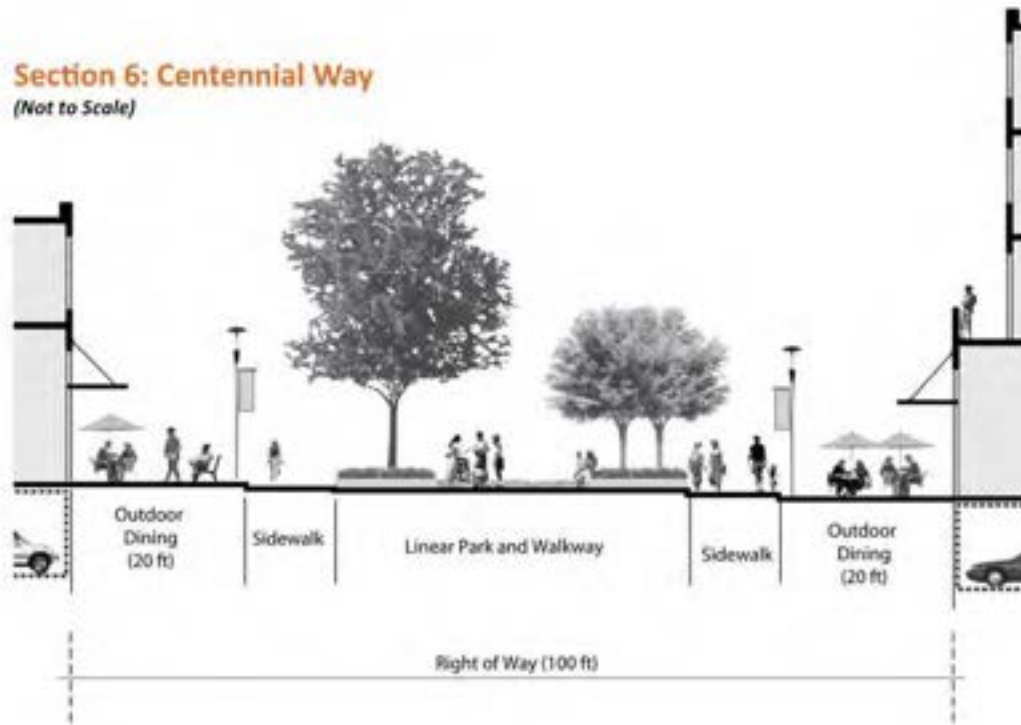
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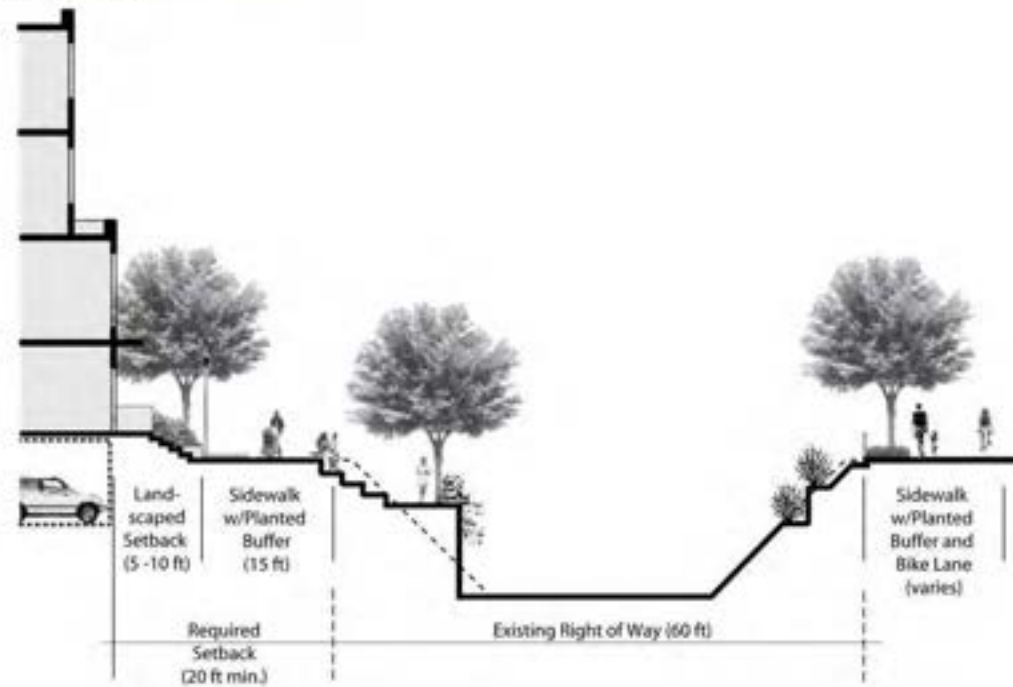
## Section 6: Centennial Way

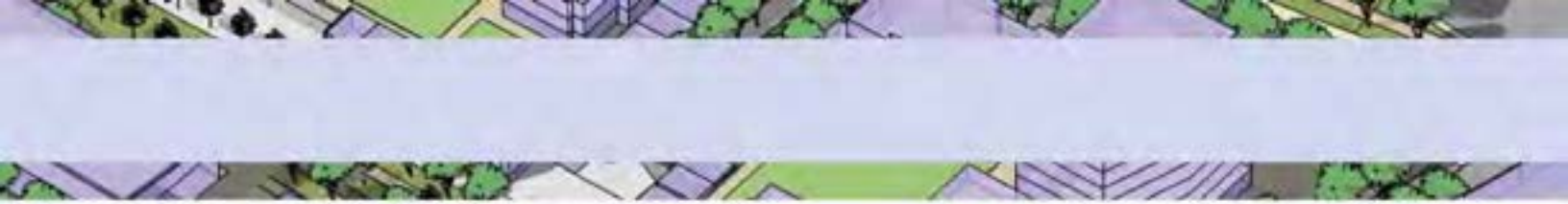
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## Section 7: Colma Creek

(Not to Scale)





area's accessibility and role as a citywide destination. Bikeways and pedestrian paths will be well integrated to and from Centennial Way, residential uses, and commercial destinations, with connections either through or alongside each new development. Specifically, pedestrian connections leading to Centennial Way will be incorporated into new development to break large sites into smaller blocks, creating several new east-west connections. In addition, linkages extending from existing street alignments will be provided to connect the Sunshine Gardens and Winston-Serra neighborhoods to new development and Centennial Way.

### **STREET NETWORK**

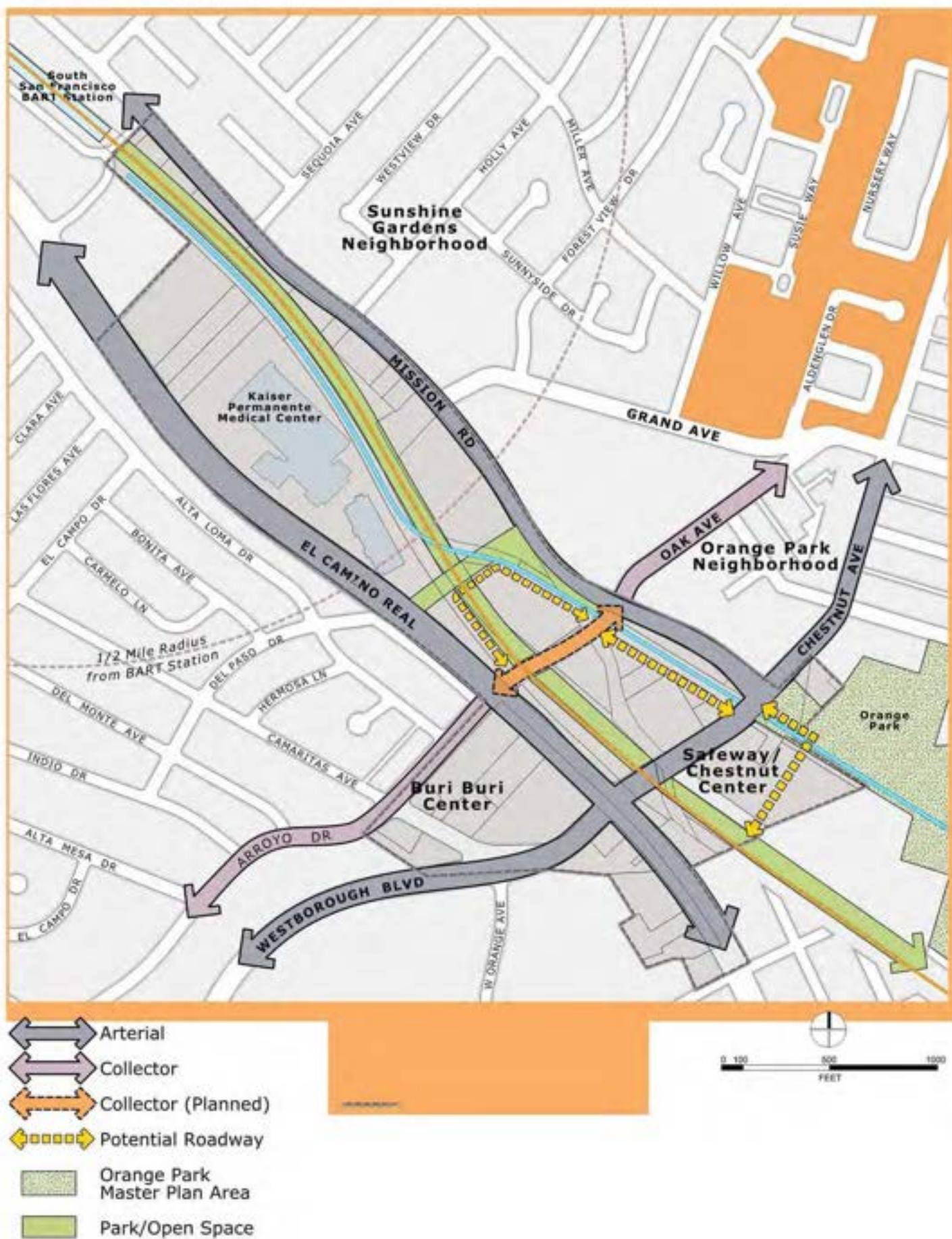
The street network is organized around the City's street classification system established in the General Plan—comprised of arterials, collectors, and local streets. The primary arterial streets, El Camino Real, Mission Road, and Chestnut Avenue/Westborough Boulevard—connect the Planning Area to adjacent communities and the regional highway network. The secondary collector streets—Oak Avenue and Arroyo Drive—connect the Planning Area to adjacent neighborhoods, serve as alternative routes to diffuse traffic, and provide pedestrian and bicycle connectivity. In addition, a number of access roadways are proposed to serve new development and provide greater connectivity within the Focus Area. The street network is augmented with off-street pedestrian and bicycle connections, the Centennial Way greenway and trail system, and an overlay of streetscapes and districts emphasizing pedestrian amenities to create an interconnected, multi-modal network. The primary components of the street network are described below, and diagrammed in Figure 3-6.

#### **El Camino Real (State Route 82)**

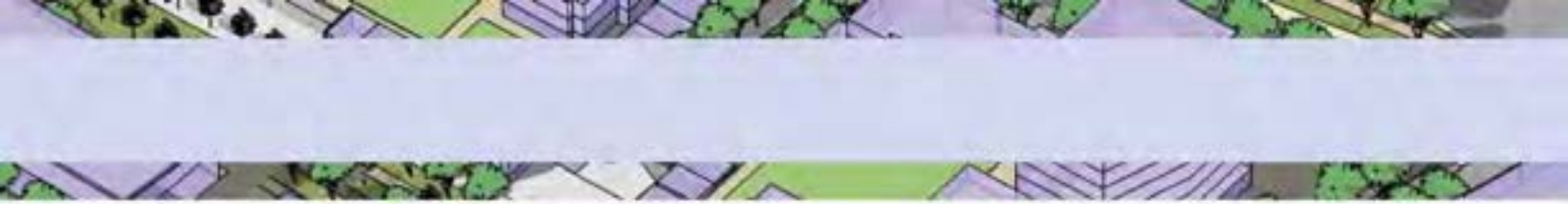
This major thoroughfare will be improved to conform to the vision established by the Grand Boulevard Initiative and the guidelines in the El Camino Real Master Plan. El Camino Real is the Planning Area's major boulevard and the emphasis of landscaping and streetscape improvements, pedestrian circulation, and amenities. Shared bicycle/vehicle facilities provide more experienced bicyclists a high speed route through the Planning Area. A continuous sidewalk, provided for the length of El Camino Real, with wider sidewalks, well-defined pedestrian crossings with bulb-outs, and enhanced connections to adjacent buildings, accommodates pedestrians. The raised median will be landscaped with trees, as will the tree wells within the sidewalk forming a canopy of shade trees along the length



Figure 3-6: Street Network







of the Boulevard. As the Planning Area's major transit route, bus stops will continue to provide comfortable waiting areas with shelters, benches, and landscaping.

#### **Chestnut Avenue**

Chestnut Avenue is the primary east-west connection through the Planning Area. It serves both as one of the area's major vehicular thoroughfares and as a pedestrian-oriented street forming a junction with Centennial Way and the area's new pedestrian district. Chestnut Avenue complements the fronting pedestrian-oriented development with an attractive streetscape, bicycle facilities, on-street parking, and wide sidewalks, all which buffer pedestrians from adjacent moving traffic.

#### **Mission Road**

Mission Road provides a north-south alternative to El Camino Real with direct access to the South San Francisco BART station parking garage. Its lower speed and traffic volumes combined with continuous sidewalks, landscaping, pedestrian-scaled lighting, and shared bicycle facilities, create an attractive connection between the Planning Area and BART.

#### **The Oak Avenue Extension**

Initially conceived as a major vehicular travel route, the Oak Avenue extension balances vehicle, pedestrian, and bicycle movements. The extension will provide a secondary east-west connection between adjacent neighborhoods, relieving traffic congestion at the El Camino Real/Chestnut Avenue intersection, but also providing access to Centennial Way. On-street parking with parking lane planters will provide short-term parking for the fronting active uses, while expanding landscaped and pedestrian areas. Wide sidewalks with tree wells will provide pedestrians a pleasant experience and a buffer from vehicular traffic. Wider travel lanes will allow bicyclists direct access from the adjacent neighborhoods to Centennial Way.

### **PEDESTRIAN AND BICYCLE CONNECTIONS**

Improved pedestrian and bicycle connections connect the Planning Area to surrounding neighborhoods, Centennial Way, and the BART station. These roadway improvements complement the streetscape improvements described in Section 3.3: Urban Design and the Public Realm. These connections enhance accessibility to civic, shopping and recreational facilities and foster nonmotorized modes as viable forms of transportation. Existing roadways will be improved to better accommodate pedestrians and bicycles, while new connections strategically integrated through and alongside new development break up large sites into pedestrian scaled blocks. The Plan creates multiple east-west connections between Mission Road and El Camino Real to increase access to Centennial Way and connect the Sunshine Gardens and Winston-Serra neighborhoods.

Built on the easement above the underground BART system, Centennial Way forms the primary spine of pedestrian and bicycle circulation through the Planning Area. It includes a Class I bicycle and pedestrian trail, landscaping, safety lighting, signalized intersections at Spruce and Chestnut avenues, and in-ground flashing lights at Orange Avenue. Two new bridges over the canal are proposed to create additional east-west connections—one in the new community park, and one at the south end of the Planning Area.

Street intersections with enhanced pedestrian crossings improve access and connectivity across El Camino Real and Mission Road. Enhanced pedestrian crossings include corner bulb-outs, where suitable, to reduce the crossing distance and increase sight distance and visibility, high visibility crosswalks, new or modified signalization with increased time for pedestrians to cross, pedestrian refuges where width permits, countdown pedestrian signals, and improvements conforming to current accessibility guidelines. Existing gaps in sidewalks will also be filled to ensure continuous pedestrian connectivity throughout the Planning Area. Figure 3-7: Pedestrian and Bicycle Connections, diagrams the plan's various pedestrian and bicycle improvements.

### TRANSPORTATION IMPROVEMENT PHASING

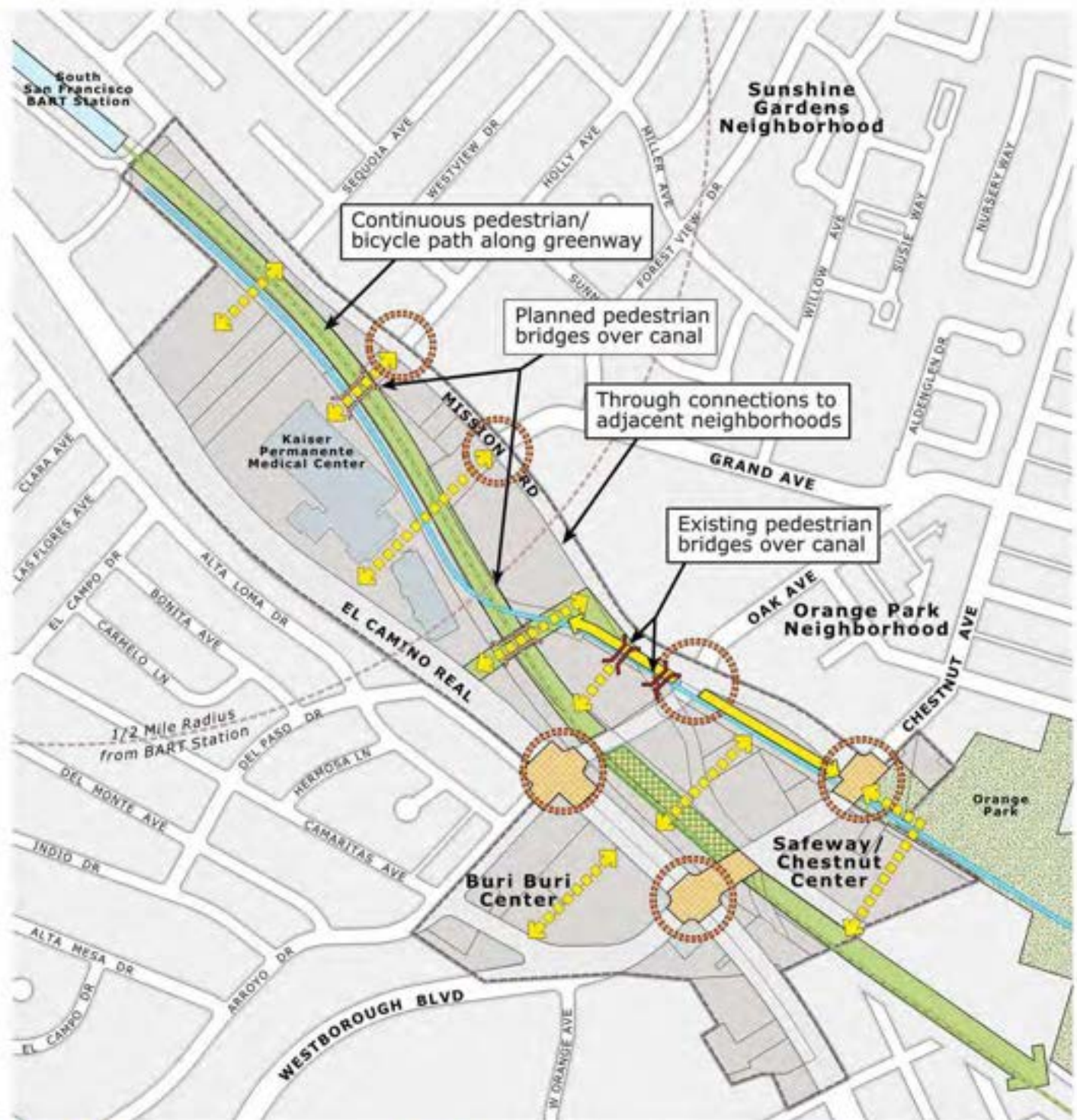
The implementation of the public capital improvements proposed in the Area Plan depends upon the timing of development and the availability of funds from federal, state, regional, and local sources (See Chapter 5, Section 5.5: Financing). The improvements will be implemented in phases based on their priority and where development occurs first. Key transportation improvements and their relative priority are described below. More specific transportation phasing recommendations relating to overall development phasing are described in Chapter 5, Section 5.3: Phasing and Initial Development Steps.

- **Centennial Way.** This multi-use path and linear park, which creates a continuous trail between the South San Francisco and San Bruno BART stations, was completed in 2009.
- **Oak Avenue Extension.** The Oak Avenue extension is identified as a site improvement in the City's adopted 1999 General Plan, El Camino Real/Chestnut Avenue Area Plan, and Long-Range Property Management Plan. The improvements are unfunded and not a part of the City's current Capital Improvements Program.
- **El Camino Real Enhanced Pedestrian Crossings (including crossings within the Civic District).** These crossings are to be implemented concurrently with the Oak Avenue extension. The extension will attract pedestrians from both sides of El Camino Real and place higher demands on the two signalized intersections.





Figure 3-7: Pedestrian and Bicycle Connections





- **Mission Road Enhanced Pedestrian Crossings.** The Oak and Chestnut avenues enhanced crossings must be implemented concurrently with the Oak Avenue Extension. Remaining Mission Road crossings should be implemented as adjacent pedestrian connections are developed.
  - **East-West Pedestrian/Bicycle Connections.** These connections may be implemented concurrently with adjacent development.
  - **Roadway and Streetscape Improvements.** Streetscape improvements may be implemented concurrently with adjacent new development, as development will fund the improvements.
- C-1 Ensure that transportation improvements are executed concurrently with associated and/or adjacent development, as described in Section 5.3: Phasing and Initial Development Steps.
- C-2 Ensure that a continuous pedestrian and bicycle connection is provided along Centennial Way between Chestnut Avenue and the proposed Oak Avenue extension.
- C-3 Emphasize linkages to Centennial Way with east-west pedestrian/bicycle connections from new development and surrounding neighborhoods. These linkages will also help to break up larger blocks and development sites.
- C-4 Encourage pedestrian-oriented connections through development between Chestnut Avenue and the planned Oak Avenue extension.
- C-5 Enhance pedestrian/bicycle connectivity to key destinations, including Kaiser Hospital, the potential library and other civic uses, such as Orange Memorial Park and the Municipal Services Building.
- C-6 Undertake the following street improvements:
- El Camino Real/Hickey Boulevard. Modify traffic signal operations to include an eastbound right turn overlap phase.
  - El Camino Real/Arroyo Drive/Oak Extension. Restripe westbound shared through/right turn lane to shared left turn/through/right turn lane.
  - Mission Road/Grand Avenue. If warranted in the future, signalize intersection. Restripe southbound shared left turn/through lane to dedicated left turn lane.
  - Westborough Boulevard/I-280 NB On Ramp/Junipero Serra Boulevard. Stripe west-bound right turn lane and restripe existing westbound shared through/right turn lane to a through only lane. In addition, stripe eastbound right turn lane and restripe existing eastbound shared through/right turn lane to a through only lane.

## 1.5 STATION ACCESS IMPROVEMENTS

The South San Francisco BART station is located adjacent to the north end of the Planning Area. The entire Planning Area is within a one mile radius of the station and close to half of the area is within half-mile radius—distances that can be comfortably walked or biked. The BART station is accessed by El Camino Real, Mission Road and McLellan Drive to the north of the Planning Area. The station is served by all modes of transportation. Pedestrian access is provided on each of the adjacent streets in the form of sidewalks and intersection crossings, and pedestrians coming from El Camino Real utilize a paseo with direct access to the BART station fare gates and the intermodal transit center. The intermodal transit center provides facilities for public transportation, shuttles, taxis, and passenger drop-off and pick-up areas. Riders who drive to BART have access to the station's parking structure and surface lots. Streets within the Planning Area and adjacent to the station currently lack bicycle lanes, so bicycle access to the station is primarily provided by Centennial Way, which terminates at the station's south end. Although El Camino Real is a designated bicycle route, the only bicyclists who use it are typically those who are very experienced in sharing travel lanes with high volume and high speed traffic or those accessing Kaiser Hospital.

This Area Plan's recommended station access improvements conform to BART's Station Access Guidelines, which emphasize low-cost, high capacity modes and prioritize walking, transit, bicycling, vehicular drop-offs/pick-ups, and vehicular parking as a connection to BART. Improvements focus on the pedestrian and bicycle environment:

- Streetscaping, landscaping, and pedestrian-scaled lighting improvements on streets that access the BART station, El Camino Real, and Mission Road.
- Enhanced and well-defined intersection crossings at signalized intersections directing pedestrians toward El Camino Real, Centennial Way, and Mission Road.
- Active building frontages at the street edge that provide interest to the pedestrian, everyday services, and a sense of security.
- Increased east-west pedestrian and bicycle connectivity between El Camino Real, Mission Road and Centennial Way to encourage use of the trail's direct access to the BART station.

BART riders have multiple choices for accessing the station from the Planning Area without the use of an automobile. Improved walking conditions on El Camino Real and Mission Road will provide comfortable tree-lined routes, buffered from adjacent traffic, shade in the summer, and foliage cover in the winter.



As an alternative to streets, Centennial Way combines direct walking and biking access to the BART station with intermittent parks, plazas and recreational facilities. Furthermore, transit stops on El Camino Real and Mission Road afford the opportunity to take a short bus trip to the station using any of the multiple bus lines that pass through the Planning Area.

## 1.6 PARKING AND TRANSPORTATION DEMAND MANAGEMENT

*Guiding Principle 9: Create efficient parking solutions that optimize sharing of resources between various uses.*

Because of the mixed use, high intensity nature of development, many trips—walking to the library, a café, a store, or even to the BART station—can be easily accomplished on foot, minimizing the need for parking. In addition, where parking is needed, the Planning Area will be designed to foster a high level of visual and physical connectivity that will allow users to park one time and complete multiple trips. Nonetheless, for many, the car will remain the primary form of transportation to access the area; therefore, adequate, visible, and easily accessible parking will be a key to successful realization of development in the Planning Area. Parking in the Planning Area should be primarily in structures, extending below grade on some blocks. Area for surface parking should be very limited, but should include on-street parking along Chestnut Avenue, the planned Oak Avenue extension, and potentially along El Camino Real between Chestnut and Oak avenues.

Because peak usage times between various uses (such as retail, offices, and civic uses) are different, it is anticipated that about 10 to 15 percent of the parking need between uses can be shared. (This assumes that residential parking will not be shared with other uses.) The principal sharing could occur between office uses with peak weekday parking need and retail with peak parking need on the weekends. A parking district, as shown in Figure 3-8, will provide opportunities to share parking throughout development in the Planning Area. In addition, streetscape improvements and parking along the new Oak Avenue extension will result in addition of 38 new on-street parking spaces, which, due to their high visibility and access, will typically be used more frequently than structured spaces. A total of 212 on-street spaces will be provided within the Planning Area.

### PARKING DESIGN AND FINANCING

A grade difference of 45 feet exists between El Camino Real and Mission Road, streets which define the western and eastern edges of the Focus Area. Opportunities therefore exist to integrate parking with topographic changes, so that parking could be tucked in below grade on the west while being open on the east, or to enable multiple parking levels to be directly accessible from both streets. Parking podiums and structures should be wrapped by development along streets, plazas, and pedestrian connections to ensure continuity of the public realm and





Figure 3-8: Parking



activity at the ground floor. An east-west cross-section through the area (see Section B on Page 8) shows some of these possibilities.

Establishing a parking district will allow developers to meet parking requirements, while reducing the overall area devoted to parking, by contributing to a shared public parking structure. As shown in Figure 3-8: Parking, a shared facility should be sited in a centralized location to maximize accessibility. Parking districts earn revenue through property assessments, special taxes, in-lieu fees, lease revenue from ground floor uses within the parking structure, and parking charges. Funds can then be used for capital projects (such as a parking structure) as well as operating and maintenance expenses. Methods commonly used, and sometimes combined, to finance district parking facilities are described below.

#### *Special Assessments*

The City may institute a special assessment charge to properties within the District based on the benefit the property receives from a shared parking structure. Both existing and new development may be charged the assessment although the City may choose to exempt existing development. The benefit gained by new development is a reduction in the on-site parking requirements. This type of funding mechanism requires the support of the majority of the property owners in the District.

#### *In-Lieu Fees*

In-lieu fees are charged to development “in-lieu” of providing the parking required by the development code. Under this method, the developer has the option of providing 100% of their required parking on site or paying the city in-lieu fees equal to the portion of their parking requirement that will be within a shared parking structure. Most municipalities that use in-lieu fees establish a set fee per space.

#### *Public-Private Partnerships*

In certain circumstances private developers and the City would mutually benefit from a partnership approach to providing a shared parking facility. Partnerships work well when one of the parties owns the property (typically the City) and can provide the developers the land in exchange for investment in the parking structure or an agreed number of public parking spaces in excess of the code requirements. These additional spaces may then be available to other development in the district by paying an in-lieu fee.

#### *Bond Funding*

Except in public-private partnerships, the methods described above will not in themselves fund a shared parking structure in a reasonable timeframe. Therefore, municipalities typically issue general obligation bonds or revenue bonds to build a parking facility and then use a combination of special assessments or in-lieu fees, as well as general fund revenues, to repay the debt over time.



## TRANSPORTATION DEMAND MANAGEMENT

The City's Municipal Code contains requirements for new non-residential development to implement Transportation Demand Management (TDM) programs. Additionally, the plan allows residential developments to implement TDM measures under the incentive based program. TDM is a combination of measures, services, incentives, and facilities that reduce the number of vehicle trips by incentivizing the use of transit, bicycling, and walking. TDM is also a form of parking management that can significantly reduce the number of parked cars within the Planning Area.

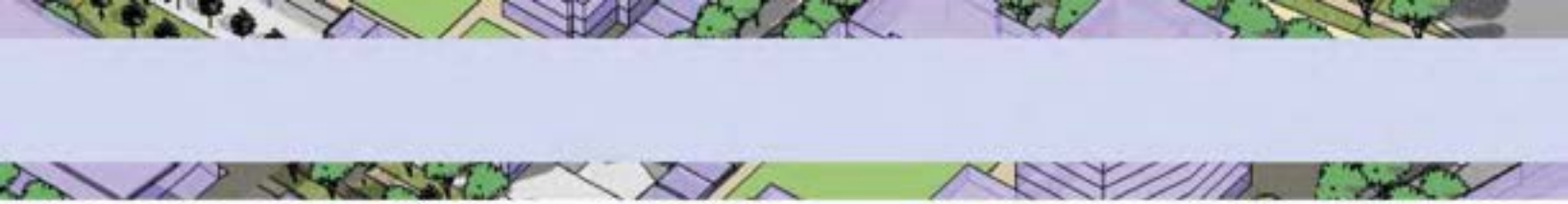
The City's code requires nonresidential development that is expected to generate 100 or more average daily trips to develop programs to ensure a minimum of 28 percent of the development's trips are made by transit, bicycling or walking. If a developer seeks an FAR bonus then the code requires that a minimum of 30 to 40 percent of trips are made by transit, bicycling or walking, depending on the bonus requested and type of land use. The code contains mandatory TDM measures and programs for encouraging nonauto modes of transportation including:

- Provide carpool and vanpool ride-matching services.
- Designate an employer contact to manage the trip reduction program.
- Ensure a well-lit and paved route to the nearest transit facility from the development.
- Implement a Guaranteed Ride Home program.
- Provide on-site information boards and/or kiosks.
- Design site with passenger loading zones for carpool and vanpool drop-off near the main building entrance.
- Ensure safe, convenient pedestrian connections from development to surrounding streets.
- Develop promotional programs and new tenant and employee orientation packets on transportation alternatives.
- Ensure buildings contain showers and clothes locker facilities.
- Establish a shuttle program or participate in an existing program.
- Participate in the Peninsula Congestion Relief Alliance (Alliance) Transportation Management Association (TMA), or form a new association providing similar services.



In addition to the required programs described above, developers may implement the additional TDM measures listed below as necessary to achieve their trip reduction requirements.

- Implement an alternative commute subsidy and/or parking cash out program.
  - Provide direct connections from building entrance to existing bicycle paths, lane or routes.
  - Allow employees to work under compressed work schedules.
  - Provide employees with staggered or flexible work hours.
  - Dedicate land for transit bus shelters if adjacent to a bus route
  - Provide on-site amenities including an ATM, day care facility, cafeteria, food service establishment, dry cleaner, exercise facility, convenience retail, post office, or on-site transit pass sales.
  - Charge prevalent market rates for on-site parking.
  - Provide opportunities and the ability to work off-site (telecommuting).
  - Pay an in-lieu fee to the City for implementation of broader TDM measures.
- P-1 Balance parking need and provision with the desire to promote transit, walking, and bicycling. Do not mandate any minimum parking standards; rather, establish maximum parking standards and let parking provision be determined by market need.
- P-2 Require all nonresidential development within the area shown in Figure 3-8 to participate in a parking district to efficiently meet parking demand. Establish a special assessment on the properties within the district to fund the majority of a shared parking structure and develop an in-lieu fee program providing developers the option to use district facilities for their parking needs.
- P-3 Require that most parking be underground or in podiums/structures, to enable the ground to be used for active uses.
- P-4 Wrap parking structures with development, such as ground floor retail along pedestrian-oriented streets and around public spaces, and townhomes along Centennial Way.
- P-5 Ensure that entrances to structured parking for commercial uses are highly visible and easily accessed from Chestnut Avenue and El Camino Real.
- P-6 Allow parking areas exceeding one space per housing unit to be provided in form of tandem parking (which will reduce parking construction costs), and/or allow (but do not require) parking in excess of one space



per unit to be “unbundled” (that is, purchased or leased separately from the housing unit).

- P-7 Design mixed-use developments to enable parking to be shared efficiently between various uses.
- P-8 Provide on-street parking along Chestnut Avenue and the planned Oak Avenue extension. Work with Caltrans to provide on-street parking along El Camino Real within the Planning Area.
- P-9 Establish time restrictions and pricing for on-street parking spaces to increase turnover and favor short-term visitor parking, and encourage long-term parking within the district’s shared parking facility.
- P-10 Implement a parking way-finding system that identifies public parking.
- P-11 Continue to administer and implement the transportation demand management program through the Municipal Code:
- P-12 Use the development agreement process to ensure that developers accept the transportation demand management and trip reduction requirements. Although trip reduction requirements are established for sites and buildings during the entitlements phase of development, the TDM programs will primarily be developed, implemented, monitored and refined by future employers and tenants. Employers are required to develop and submit plans for approval, implement and monitor the effectiveness of the plan and ability to meet requirements, and refine the plan as necessary.

# 1 Design Standards and Guidelines

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This chapter presents design and development standards, and design guidelines that apply to the El Camino/Chestnut Planning Area. Design and development standards, presented in Table 4.1, provide regulations that build on the principles and policies. The guidelines that follow complement the standards, and provide recommendations for achieving high-quality design of private development and the public realm. They will assist project applicants during the project design phase as well as City staff and decision makers in the review and approval process. They provide specific and broad recommendations to create high-quality buildings and site plans that will result in a more attractive and accessible urban destination. While standards are mandatory, guidelines are suggestions that will form the basis for design review. Standards and guidelines include direction for building and site planning, including massing, articulation, ground floor treatment, building materials, open space, signs, and parking.

The General Plan includes a Planning Sub-Areas Element (Chapter 3) that establishes the City's design-related goals and policies by Sub-Area. The Sub-Areas that cover the El Camino Real/Chestnut Area are the Kaiser Hospital Area and the Buri-Buri Center Area, which are discussed in Section 3.4 of the General Plan. The guidelines and standards presented here take implementation a step further by providing specific guidance for project design to meet the intent of the General Plan's goals and policies.

## DESIGN AND DEVELOPMENT STANDARDS SUMMARY

### DESIGN GUIDELINES

#### Building Massing

- DG-1 All buildings above five stories should incorporate a distinct base, middle, and top. The middle of the building should be stepped back from



The table provided below is for summary purposes. Please see the Zoning Ordinance for detailed and current development and design standards that apply to the Planning Area.

Table 4-1: Design and Development Standards			
	High Density Residential	El Camino Real Mixed Use North, High Intensity	El Camino Real Mixed Use North, Medium Intensity
Lot and Intensity/Density Standards			
Minimum FAR (residential and non-residential combined)	n/a	0.6, of which a minimum 0.3 FAR shall be active uses (Minimum 0.3 FAR of active does not apply to affordable housing projects.)	
Maximum FAR (residential and non-residential combined)	n/a	2.0; up to 3.0 with incentives and bonuses <sup>1</sup>	1.5; up to 2.5 with incentives and bonuses <sup>1</sup>
Minimum Density (dwelling units/net acre)	80	none	none
Maximum Density (dwelling units/net acre)	120; up to 180 with Discretionary Approval and <u>Incentive-Based Bonuses</u>	80; up to 110 with Discretionary Approval and <u>Incentive-Based Bonuses</u>	40; up to 60 with Discretionary Approval and <u>Incentive-Based Bonuses</u>
Building Design and Articulation			
Maximum Building Height	As per Figure 3-1		
Base Zone/Street Wall Height	Minimum 25', Maximum 35'	Minimum 25', Maximum 35' Along Chestnut Avenue and the BART Right-of-Way, south of Oak Avenue: Minimum 40', Maximum 50'	
Maximum Tower Dimension (defined as the portion of the building above 80 feet)	125'		
Minimum Tower Separation	30'		

Table 4-1: Design and Development Standards			
	High Density Residential	El Camino Real Mixed Use North, High Intensity	El Camino Real Mixed Use North, Medium Intensity
Yards			
El Camino Frontage	n/a	At property line or 15' from curb (whichever is greater)	
BART Right of Way Frontage	0'	0'	0'
All Other Street Frontages	10'	Property line or 15' from curb (whichever is greater)	10' from property line or 15' from curb (whichever is greater)
Minimum Interior Side (measured from property line)	10'	0; 10' when abutting a residential district	0; 10' when abutting a residential district
Maximum Lot Coverage	90% of lot (may not be attainable on all sites because of yard and open space requirements)		
Mid-block pedestrian connection width	Minimum 30 feet clear		
Maximum Blank Wall Linear Length	20'		
Ground Level Commercial			
Minimum Height	n/a	15', with a minimum 12-foot clearance from floor to ceiling.	
Minimum Depth	n/a	75' to 65'	
Ground Level Residential			
Minimum Height	12'		
Finish Floor Height	2 to 5' above grade		
Private Open Space			
Minimum Dimension	6'		

<sup>1</sup> See Chapter 2, Table 2-1.



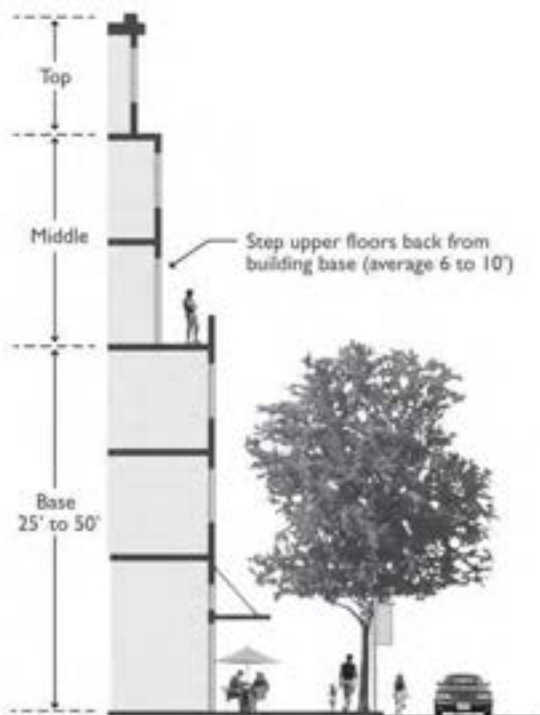
DG-2



DG-4

the base an average of 6 to 10 feet and the top should be further distinguished with a step back and/or architectural features.

- DG-2 The apparent bulk of a building should be reduced by segmenting it into smaller masses that correspond to the internal function of the building. Repetitive elements or monolithic treatments should be avoided.
- DG-3 Adjacent buildings and buildings on the same block should exhibit variation in height and massing.
- DG-4 Buildings should establish a street wall that defines the physical space of the street. Along Chestnut Avenue and the Centennial Way pedestrian district, the height of the building base should be consistently 40 to 50 feet.
- DG-5 Towers should be spaced to allow sunlight, air, and privacy for tenants while maintaining views and natural light at the street level.



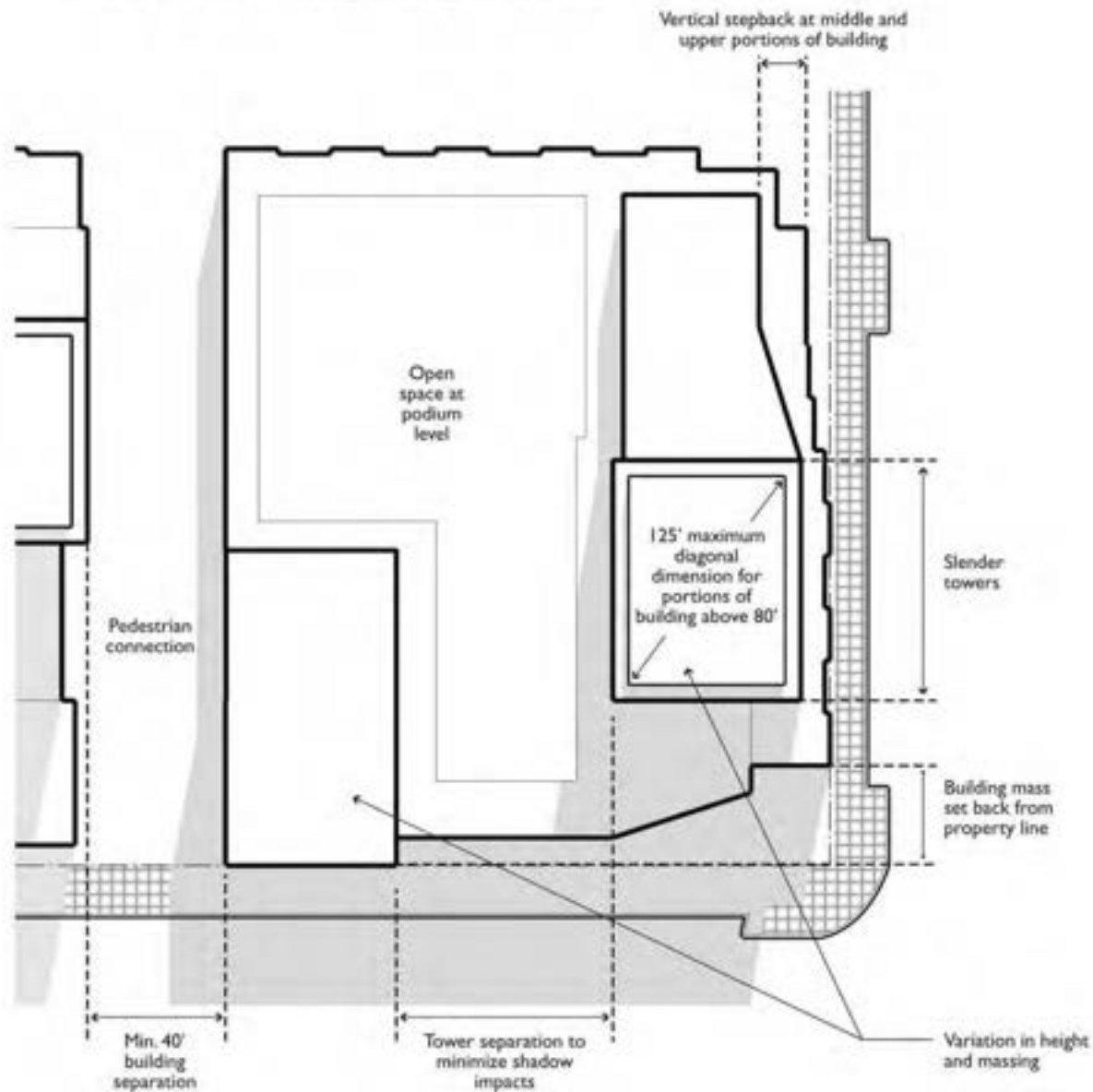
DG-1



- DG-6 Towers should be slender in order to minimize the casting of large shadows and reducing apparent bulk at lower floors. Where large floorplates are necessary on lower floors, middle and upper floors should taper, step back, or otherwise employ a reduction in massing.

#### Building Design and Articulation

- DG-7 Buildings should be well articulated by changes in roof heights and vertical planes to reduce the appearance of bulk and create interesting building silhouettes.



DG-5&6



DG-7



DG-8



DG-9

- DG-8 Buildings should be designed with architectural features and openings that accentuate mid-block pedestrian connections, connections to Centennial Way and Colma Creek, and easy access to structured parking.
- DG-9 All building surfaces should be articulated with three-dimensional elements that create a visual play of light and shadow. Building design should incorporate features such as balconies, recesses, signage, reveals, brackets, cornices at the roof and at the top of the ground floor, piers at the corners, and structural bays.
- DG-10 Structural and detail elements should be layered to provide visual variety and depth.
- DG-11 Buildings should be designed to ensure unified and harmonious facades, integrating all elements, including signs, balconies, and building entrances.
- DG-12 Blank walls should be limited along streets, the Centennial Way pedestrian district, and public spaces.
- DG-13 Side walls interior to a development that are visible from the street, Centennial Way, or internal pedestrian connections should exhibit some articulation and use of materials that maintains a consistent look with the front of the building.



- ① Landscape treatment or public art/mural at blank wall
- ② Variation in height and massing at blank wall
- ③ Clerestory windows at blank wall

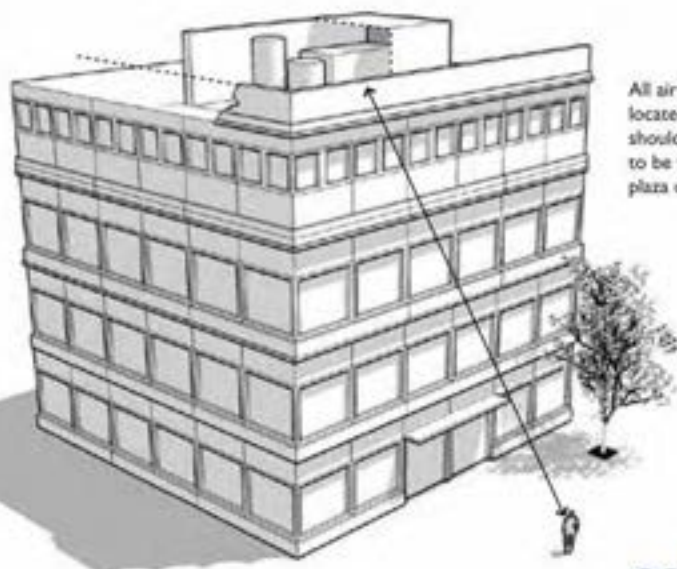
DG-12



- DG-14 The ground floor of all buildings should be distinguished through the use of materials, massing, and/or articulation of the façade, and should address the street through entries, fenestration, articulation, and building orientation.
- DG-15 Window design and proportions should add architectural interest to buildings. Window designs should differentiate the various components of the building (e.g., ground floor retail spaces, stair towers, corners, office suites, or residential units). Window frames, sills, and/or recesses should be used to add visual interest.
- DG-16 Corner buildings should highlight architectural features and create defined building entrances. Buildings at the north and east corners of El Camino Real and Chestnut Avenue in particular should incorporate gateway features that draw attention to the area and its pedestrian-oriented corridors, through architectural massing, height, and emphasis on the public realm at the street level.
- DG-17 Mechanical, electrical, and all other building equipment should be concealed from all public right-of-ways, pedestrian paths and adjacent buildings. Mechanical equipment should not be located along the ground floor street frontage. Screens should be consistent with the building design or site landscaping.

#### Ground Level Commercial

- DG-18 Transparency of ground level nonresidential uses should be maximized through architectural features and large windows.



All air conditioning equipment located on the building's roof should be screened, so as not to be visible from any street, plaza or park.

DG-17



DG-11



DG-15



DG-16





DG-19



DG-20

DG-19 Sidewalks in front of ground floor uses should be designed with amenities that encourage pedestrian activity.

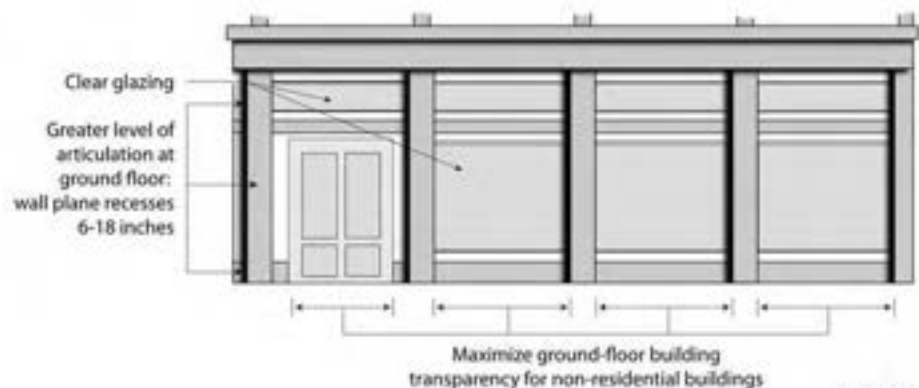
DG-20 Awnings and overhangs should be employed along active building frontages over the sidewalk and Centennial Way to enhance the pedestrian realm. Awnings should be made of durable, high-quality materials and should not interfere with the tree canopy or signage.

DG-21 Ground floor spaces should be designed to accommodate a variety of uses, including food service establishments. Spaces should be equipped with the necessary building infrastructure like gas lines, water hook-ups, etc., to accommodate food service establishments.

DG-22 All public entrances should be visible and accessible, and oriented to face a public street or Centennial Way. Buildings that face onto two public streets, or onto a public street and Centennial Way, should provide visible and accessible entrances onto both. Secondary building entrances are encouraged to access mid-block pedestrian connections and side streets.

### Ground Level Residential

DG-23 All residential units shall have the primary entrance, either individual or shared, facing a street, Centennial Way, or



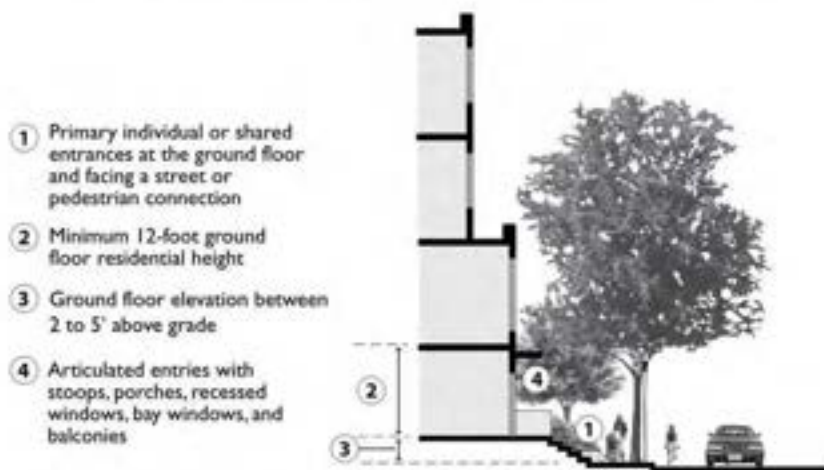
DG-18

pedestrian connection, and should incorporate a projection (e.g., porch or stoop) or recess.

- DG-24 Residential ground floor facades shall be articulated so that individual residential units are differentiated from each other and from the overall massing of the building. Facades should include stoops, porches, recessed windows, and bay windows or balconies.

#### Ground Level Public/Institutional

- DG-25 Access to buildings within public and institutional areas



DG-23

should be visible from the street, with clearly marked entrances and pedestrian pathways and a consistent landscaping palette.

- DG-26 New development should be brought to the street edge, with parking located in the rear or on the interior of development.
- DG-27 Ground-floor building articulation should be designed at a scale that is legible from El Camino Real and other Arterial/Collector streets.
- DG-28 The rear façade of buildings on Kaiser-owned parcels should be designed to address and to provide direct access to Colma Creek and the Centennial Way linear parkway.

#### Materials and Color

- DG-29 Exterior building materials should be brick, stucco, concrete block, painted wood clapboard, painted metal clapboard or



DG-24



DG-25



other quality, durable materials. A unified palette of materials should be used on all sides of a building.

DG-30 Color palettes should reinforce building identity and should complement changes in plane.

DG-31 For buildings that front onto Centennial Way, lighter exterior colors with high reflectance should be used to maximize daylight onto the public open space.

DG-32 Glazing should be clear or lightly tinted and nonreflective.

DG-33 Accent materials should be employed at the ground level to add texture, color, and visual interest at the pedestrian level.

DG-34 The tower portions of buildings should be lighter with high reflectance, without causing glare, in order to ensure higher daylight levels at streets and sidewalks.

#### **Private Open Space**

DG-35 Private open spaces, which may include balconies, decks, patios, and fenced yards, should be adequately sized to allow movements and usability.



DG-29



DG-30



DG-33



- DG-36 Spaces should be designed to balance privacy and safety with air and sunlight access. This can be achieved by prioritizing south facing open space opportunities and designing balconies with slatted or otherwise partially transparent grating or railing.
- DG-37 Where private open space faces the street or Centennial Way and is located on the ground level, encourage at least partially transparent screening measures such as grasses and fences with openings.
- DG-38 Private common open spaces should be oriented to Centennial Way, Colma Creek, or other public open spaces wherever feasible.
- DG-39 Accessible, common open spaces for residents should be an integral part of the design for all podiums. Minimized impervious surfaces and use of green roof technology is highly encouraged, including employment of Extensive and Intensive green roofs typologies.
- DG-40 Extensive and Intensive green roofs will manage stormwater runoff, reduce energy consumption through insulation, and provide common open space for residential units. Soil layers are typically 2 to 6 inches deep for Extensive roofs and 8 to 24 inches deep for Intensive roofs, depending on the loading capacity of the roof and the architectural and plant features desired.
- All green roofs must be designed to permit routine maintenance and irrigation as necessary.

#### **Public Open Space**

- DG-41 Landscaping and tree planting along the length of Centennial Way should exhibit a unified palette. The pedestrian district portion of Centennial Way between Oak and Chestnut avenues should:



**DG-35**



**DG-39**



DG-41



DG-42



DG-44

- Provide consistent lighting, specialty paving along walkways, and other pedestrian amenities.
- Be visible and accessible from Oak and Chestnut avenues. It should be designed with landscaping and ancillary structures that strategically identify pedestrian pathways and sitting areas, and articulate the space's edges.
- Permit a variety of activities and events. These may include informational kiosks, vendors, public art, or public screening areas.

DG-42 Mid-block pedestrian connections shall be lined with a consistent landscaping scheme and should provide two or more of the following pedestrian amenities per block: drinking fountain, bench, terracing/steps, public art, dog-walking station, or additional/specialty landscaping.

DG-43 Public spaces, including pedestrian connections should be well-lit and designed for high visibility to ensure personal safety and comfort.

DG-44 Signature, pedestrian-scaled lighting elements should be employed along Centennial Way, at minimum along the pedestrian district and public plaza between Chestnut and Oak avenues.

DG-45 Utility boxes, transformers, and lines should be undergrounded wherever possible, or located outside of the pedestrian pathway in order to provide unobstructed walkways and views.

#### **Signage and Wayfinding**

DG-46 A signage scheme should be developed for the Planning Area, with particular emphasis on developing a sign and banner program for development surrounding the Centennial Way pedestrian district.



- DG-47 Signage should provide direction to Centennial Way and other public spaces, including pedestrian connections and Colma Creek.
- DG-48 Centennial Way and pedestrian connections should be marked with clear signage that acknowledges that the open space is for public use.
- DG-49 Banners and kiosks should be employed at key pedestrian entrances from parking garages and Centennial Way that indicate major destinations and commercial establishments within the Focus Area.
- DG-50 Provide clear signage for entrances to structured parking to facilitate ease of parking in mixed-use areas.

#### **Parking and Access**

- DG-51 Limit curb cuts and driveway entrances to reduce conflicts with pedestrians. Locate driveway entrances on side streets and access drives where possible.
- DG-52 Loading should be designed to be off the public right-of-way. Service areas should be accessible for truck drivers, with



**DG-47**



**DG-49**



**DG-50**



appropriate access from docks into buildings. Avoid locating access to loading areas on major streets.

- DG-53 Design structured parking as an integral part of the project it serves. Where parking is visible from rights-of-way or open space, it should be designed to be consistent in style and materials with the rest of the project. Landscaping that is compatible with building design may also be employed as a screening.
- DG-54 Bicycle parking should be located near entrances and exits, secure, and weather protected.



DG-53



DG-53



DG-54

# 1 Implementation

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While the El Camino Real/Chestnut Area Plan provides a comprehensive framework and set of implementation policies, achieving the full development potential of the Plan will require a range of efforts and actions on the part of the City and the developers involved. These include carrying out the necessary regulatory measures, providing infrastructure improvements, and securing needed financing. This chapter details many of the actions that will be required on part of the City for effective implementation of the Plan.

## 1.1 GENERAL PLAN AMENDMENTS

General Plan amendments have been prepared and adopted concurrent with the preparation of the Area Plan. Amendments made are:

- Modify the General Plan Land Use Diagram to reflect the land uses shown on Figure 2-1 of the Area Plan.
- Modify Tables 2.2-1 and 2.2-2 Standards for Density and Development Intensity and Land use classification text to reflect changes in intensity and density.
- Modify Figure 2-3 Special Area Height Limitations to reflect heights shown on Figure 3-1 of the Area Plan.
- Modify Table 2.4-1 to reflect additional development under the General Plan.
- Modify Table 2.4-2 to reflect additional buildout population.
- Modify Table 2.4-3 to reflect additional buildout employment.
- Modify Table 2.4-4 to reflect updated projected Jobs/Employed Residents ratio.
- Modify Figure 2-7, Specific Area Plans and Redevelopment Areas to show the El Camino Real/Chestnut Avenue Area Plan boundaries.
- Modify text in Section 2.5, Area and Specific Plans to include the El Camino Real/Chestnut Avenue Area Plan.
- Modify text within Section 3.4, El Camino Real Planning Sub-Area to include Area Plan policies by reference. Also modify Table 3.4-1 El Camino Real: Development, Population, and Employment under the General Plan.
- Modify Chapter 4: Transportation to include recommended street and bikeway improvements in the Area Plan.

- Modify Chapter 5: Parks, Public Facilities, and Services to add parks in the figure and update park acreage information.

## 1.2 ZONING AMENDMENTS

Consistent with the Area Plan and General Plan amendments, the City of South San Francisco should also revise the zoning regulations to implement the Plan provisions. This may include changes to use regulations and development, as well as design standard and review procedures.

Zoning Implementation may include the following components:

- **Zoning District.** Add El Camino Real/Chestnut Area Plan District into Division III – Specific and Area Plan Districts.
- **District Purpose.** Add a reference to the Area Plan in District Purpose to create the urban environment called for in the Plan.
- **Map.** Include map of Planning Area that shows the different land use distinctions within the Planning Area.
- **Land Use Regulations.** This could show permitted and conditionally permitted uses within each area, as well as use development standards (such as driveways and curb-cuts).
- **Development and Design Regulations and Standards.** This could include standards for building scale, building form, setbacks, pedestrian orientation, vehicle parking and accommodation, as well as other standards (i.e., lot coverage, height, etc.).

## 1.3 PHASING AND INITIAL DEVELOPMENT STEPS

Phasing of improvements and projects will be based on development cost, market factors, available financing, and infrastructure improvement. A recommended phasing strategy outlined below is based on an analysis of estimated development costs, project values, and feasibility under current market conditions. As market conditions may change in the future, actual phasing strategy may differ. The phasing strategy identifies specific blocks for development in each phase, as outlined in Figure 5-1.

### PHASE 1: GROCERY STORE AND RESIDENTIAL UNITS (BLOCK E)

Phase 1 prioritizes the development of a high-intensity mixed-use project on Block E with a community-serving grocery store, residential units, and adequate parking for all uses. This site is owned by the City and was most recently occu-



pied by an auto dealership (currently out of business). The plan envisions a supermarket in this block, and offers opportunity for the ageing Safeway located on the south side of Chestnut Avenue to relocate and maintain operations continuously. The City may consider providing the site at no cost in exchange for development of a new 50,000+ square foot facility with underground parking within a larger mixed-use development, taking advantage of 80- to 120-foot height limits. The store would front Chestnut Avenue to benefit from visual access of the busy intersection of El Camino Real and Chestnut Avenue, also capturing pedestrian access from both streets. Cafés and restaurants that may be part of the development may front the pedestrian district portion of Centennial Way, with wide outdoor dining areas facing the ideal southwest direction. Implementation of Phase 1 should include construction of the mid-block pedestrian connection, streetscape improvements along the adjacent portions of Chestnut Avenue and El Camino Real and enhanced pedestrian crossings.



## **PHASE 2: RESIDENTIAL UNITS AND RETAIL (BLOCKS H, I, AND J)**

If Phase 1 proceeds with the relocation of the Safeway, the vacated site (Block H) will be available for redevelopment. Residential units with retail development at the ground floor fronting El Camino Real and Chestnut Avenue are proposed for this area. Block H and the adjacent Block I along El Camino Real are recommended for development in tandem to facilitate adequate parking facilities. From a financial perspective, Block J can be developed during this phase or as soon as residential values render it feasible. With all Type V construction and no commercial space, Block J can be a stand-alone project that does not depend on the phasing of the other parts of the project.<sup>1</sup>

Phase 2 includes streetscape improvements along El Camino Real and Chestnut Avenue; the new circulation road and pedestrian and bicycle connection between blocks H and J; the ground-level open space on Block J.

## **PHASE 3: CIVIC USES AND MIXED-USE DEVELOPMENT (BLOCKS F, D, AND G)**

Successful development in Phases 1 and 2 would help to catalyze further development in Phase 3 on-ward. This phase is proposed to expand on the existing public facilities (e.g., the City Municipal Services Building) by developing a new Main Library and a public plaza within Centennial Way. New office uses are proposed for this area, as well as retail, residential units, and parking to support all uses. The Oak Avenue extension, streetscape improvements and crossings should be completed during Phase 3, prior to the completion of development on blocks D, F and G.

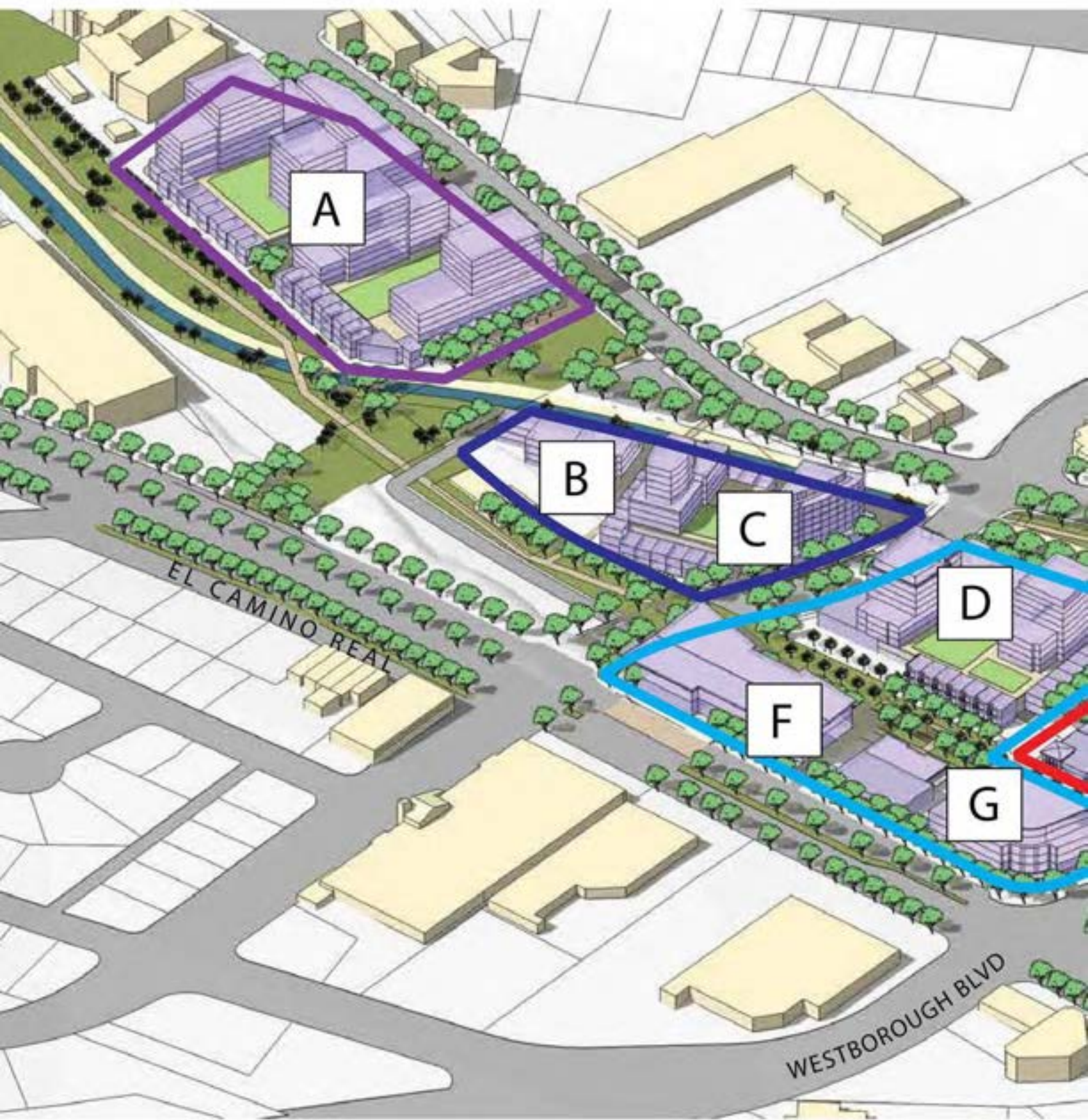
Phase 3 includes the establishment of a Civic District near the corner of El Camino Real and Oak Avenue. This action is predicated on the construction of the library



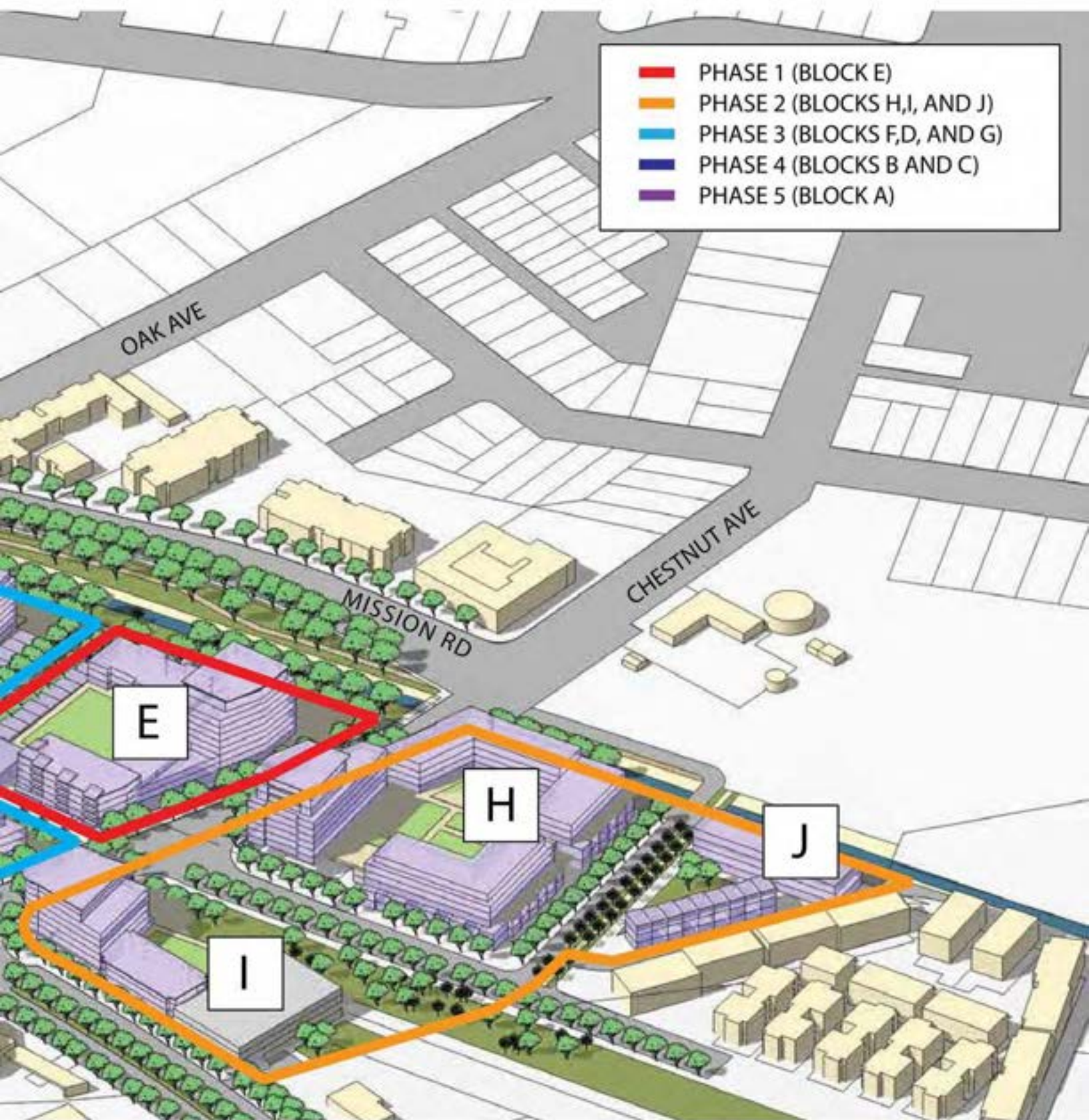
<sup>1</sup> Type V construction is typically wood-frame construction, which accommodates lower intensity development at lower costs (compared to Type I concrete and steel frame construction which can support taller building heights at higher costs).



Figure 5-1: Development Phasing









or other civic facility on Block F. The adjacency of the Municipal Services Building, the library, shared parking arrangements between these civic facilities, and the large public plaza on Centennial Way calls for a recognizable Civic District along El Camino Real near Oak Avenue. This should include an enhanced crosswalk, special landscaping, and other improvements to pedestrian amenities.

#### **PHASE 4: RESIDENTIAL UNITS AND RETAIL (BLOCKS B AND C)**

Development of blocks B and C will hinge on appreciation of residential market prices. Blocks B and C could be developed simultaneously with Phase 3 if residential sales prices support their development, though the marketability of retail may lag.

#### **PHASE 5: HIGH-DENSITY RESIDENTIAL (BLOCK A)**

Development of the previous phases of the project would create an urban identity that would assist in the marketability of the high-rise residential units on this site. Mission Road streetscape improvements and the east-west pedestrian connections should be part of implementation of Phase 5.

#### **ADDITIONAL ACTIONS**

In addition to the phases numbered here, further specific actions will be required of the City to compete buildout of the Planning Area. These include:

- *Encouraging redevelopment and/or intensification of the Pacific Supermarket (1131 El Camino Real) and the adjacent commercial development (1147 El Camino Real).* Designated as El Camino Real Mixed Use North, High Intensity, development for this area will be comparable in height and intensity to development directly across El Camino Real. Like blocks G and I, this block includes a key gateway parcel at the corner of El Camino Real and Westborough Boulevard, and will thus require active uses at the ground floor level and signature architectural features.
- *Exploring a potential property exchange with Kaiser Hospital.* Additional development opportunities may be available on the Kaiser property west of blocks B and C. The City should communicate with Kaiser and explore the possibility of purchasing or exchanging property within this area, as the southern portion of the Kaiser lot—a narrow vacant site—is not likely to be useful for development as is and could be exchanged for other property within or outside the Planning Area. Specifically, as shown in Figure 5-2, the City could exchange its parcel north of Oak Avenue alongside Centennial Way (Area A) for the portion of the Kaiser lot within the proposed community park (Area B). This exchange would provide greater opportunities for the corner site at El Camino Real and Oak Avenue, which may be



developed by Kaiser, or as a joint venture with the City. Additionally, this arrangement would provide the City with frontage along El Camino Real for the proposed community park, ensuring the park's visibility and accessibility.

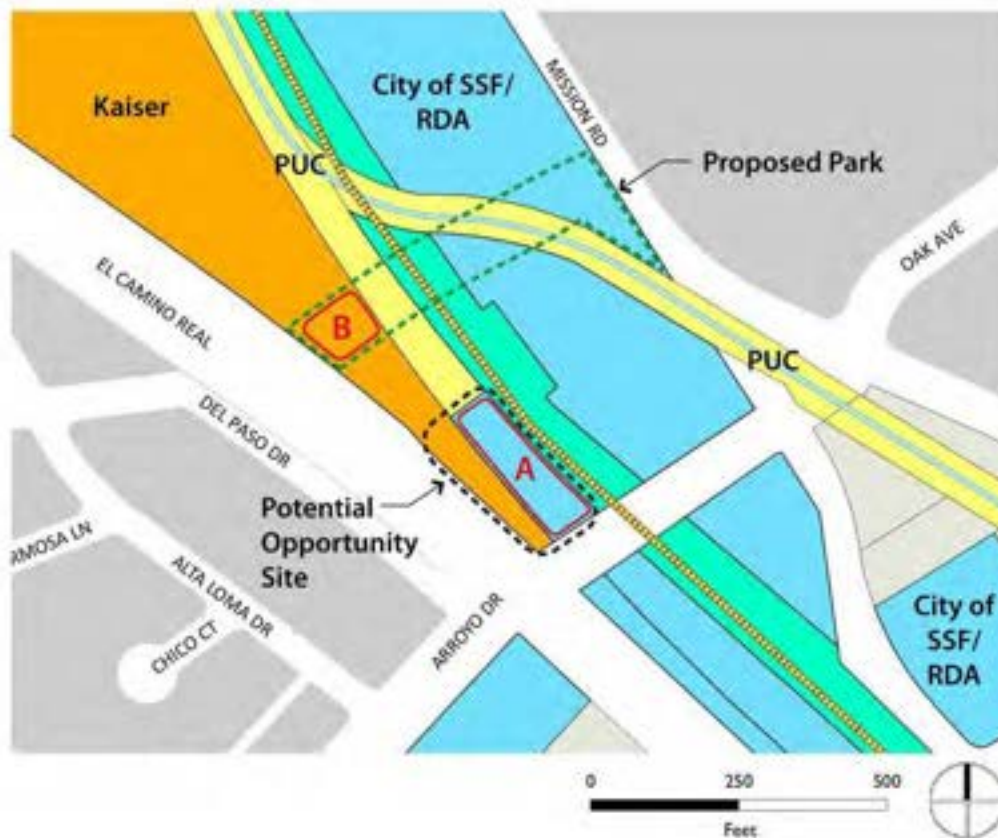
- *Building a large community park between blocks A and B.* Spanning the entire block from Mission Road to El Camino Real, this 1.25-acre new park will provide space for active recreational uses for new and existing residents (ball fields and courts, playgrounds, picnic areas, etc.). Construction will include a pedestrian bridge over the Colma Creek Canal, which runs through the park. Potential for reconfiguring Colma Creek to return to its natural state or otherwise integrate better with the park should be explored. A surface parking area exclusively for the park is located along Mission Road east of Block B.



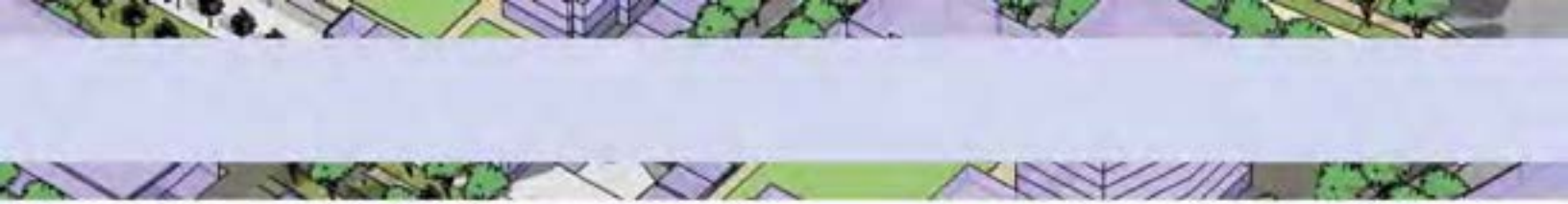
## 1.4 INFRASTRUCTURE IMPROVEMENTS

The Planning Area has much of the major off-site infrastructure needed to provide adequate public utilities, as most of the area has already been developed. The development of vacant parcels and the redevelopment of existing buildings

**Figure 5-2: Potential Property Exchange with Kaiser**







into a high-density mixed use community will, however, require the extension of some utilities into the Planning Area and the relocation of certain existing facilities. New utilities will be located underground in new streets and existing and planned open space corridors, which will serve as the framework for infrastructure implementation as well as land use planning.

#### **EXISTING OFF-SITE IMPROVEMENTS**

Significant existing improvements within the Planning Area that serve the area and adjacent development include the Colma Creek canal, 18-inch sanitary sewer trunk lines in Mission Road, and the recently completed 18-inch sewer trunk line in the Oak Avenue roadway extension. In addition, there is an existing network of potable water lines within and adjacent to the Planning Area. There is, however, a need for an extension of a water main in El Camino Real.

#### **RELOCATION OF EXISTING UTILITIES**

Utilities in Antoinette Lane, which is to be abandoned by the City as part of the implementation of the Plan, include a high pressure gas transmission pipeline and overhead electrical lines owned by PG&E. The City should begin working with PG&E to either relocate these facilities to outside the Planning Area, or establish a corridor within the Planning Area with appropriate building setbacks to ensure the safety of community members and nearby developments.

#### **UTILITY CORRIDOR PLANNING**

Options for extending new services from existing and planned infrastructure to each proposed development area may be constrained by the BART tunnel and the Colma Creek canal. For this reason, the extension of services will likely be parallel to these facilities, with new connections made at the future Oak Avenue and Chestnut Avenue if utility crossings are not feasible outside of these public streets. Other open space areas including pedestrian connections and bikeways should be considered for efficient utility layout.

The co-location of underground utilities within open space areas that serve as community amenities will require planning for maintenance access as well as coordination for locating above-ground amenities like trees, benches and other minor structures, so as not to impact the underground utility. The utilities may be located under and adjacent to bikeways and pedestrian paths.

Public utility easements will be required where utilities are not located in the public rights-of-way. Easements from BART and the San Mateo Flood Control District will also be required. The City should begin discussions with BART and San Mateo County to establish planning guidelines for utility crossings' parallel



encroachments within the rights-of-way to consolidate infrastructure most efficiently.

## **WATER SYSTEM**

### *Distribution*

Based on discussions with California Water Service Company (CWSC), the existing water distribution system is generally in good condition and should be able to support the proposed development without the need for major repairs or upgrades to the existing system. However, the extension of water mains will be required along with service connections to each new building. In addition, an extension of the water main in El Camino Real from the south entry of Kaiser Hospital to Chestnut Avenue will be required to provide services to the currently vacant land areas between Kaiser Hospital and Chestnut Avenue, west of the BART tunnel. These parcels are currently not served by an existing water main.

The extension of the existing water system into the Planning Area will also require connections from Mission Road to the new water main extension in El Camino Real between Kaiser Hospital and Chestnut Avenue. This can be done as part of the planned Oak Avenue extension. The cross connections from Mission Road to El Camino Real are necessary to provide a looped network which ensures adequate pressure in the system.

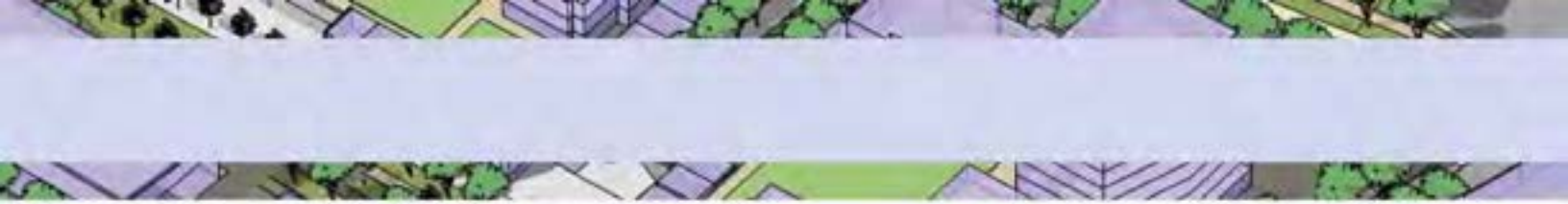
The City should begin discussions with CWSC to begin feasibility studies and preliminary engineering for the extension of service to parcels fronting El Camino Real and a cross connection in Oak Avenue. Obtaining easements from BART and the San Mateo County Flood Control District will also be required where these pipelines cross rights-of-way within the Planning Area. The City should therefore begin discussions with BART and San Mateo County to determine requirements for utility encroachments in the rights-of-way.

### *Fire Flow*

Designs for new, smaller distribution pipes to serve developments within the Planning Area will require modeling to ensure that the pipes are sized for sufficient capacity and pressure to meet the fire flow demand for each building. Fire truck access will be also required throughout the Planning Area and should be integrated as part of the overall site circulation, inclusive of the wider pedestrian paths and bikeways.

## **WASTEWATER**

The City of South San Francisco owns and maintains the wastewater collection system. The Planning Area is currently served by two 18-inch trunk lines in Mis-



sion Road, a recently constructed 18-inch trunk line in the future Oak Avenue extension, and smaller diameter pipes that serve the existing developments at Buri-Buri Center and Chestnut Center south of Chestnut Avenue. The existing 12-inch line south of Chestnut Avenue runs in an easement on private property and will need to be relocated within the parcel to accommodate new development. Existing lines in the Planning Area are connected to a 24-inch line at the intersection of Mission and Chestnut avenues that flows south to the treatment plant.

Additional smaller sewer lines will be needed to serve each new development area, but major off-site infrastructure will not be required. The increase in flows from new development and intensification of existing developed areas is a very small fraction of the total capacity of the existing collection pipes that serve the Planning Area. New building codes mandate low-flow fixtures and the advancement of sustainable design practices such as reuse of gray water for irrigation and other nonpotable uses; these codes will serve to decrease the total amount of discharge from the Planning Area. The City should encourage developers and builders to use further sustainable building practices such as gray water reuse.

#### **STORM DRAINAGE AND FLOOD CONTROL**

The existing and future storm drain system discharges into the Colma Creek canal, and an increase in stormwater flows and accompanying major infrastructure improvements is not anticipated. Approximately 80 percent of the developable area is currently comprised of impervious surfaces such as roofs and parking lots, so the redevelopment of the area is unlikely to cause significant change in the amount of storm water surface runoff. Furthermore, the addition of the new 1.25-acre community park, as well as other open spaces, will likely improve runoff in the area.

Currently, all development proposals must meet the requirements of the San Mateo County Clean Water Program, which mandates management of the quantity and quality of stormwater runoff. All new developments are also required to provide stormwater control and treatment as an integral part of the site layout and landscape design. The network of open space corridors and siting of all buildings adjacent to open space will allow for significant opportunities for stormwater run-off to discharge to the landscape areas for treatment, infiltration, detention and evaporation, which will minimize the need for extensive new storm drain pipes. The use of permeable pavement will also provide opportunity for infiltration.

The City currently requires the submittal of Stormwater Control Plans with all new development applications. Plans must be consistent with the C.3 Stormwa-



ter Technical Guidance Manual, which provides many options for site control and treatment of run-off. The City should continue this policy to promote best practices for urban design and stormwater management.

## **1.5 FINANCING**

To fund projects and improvements, a combination of private investment and public funds and financing mechanisms will be needed. This section evaluates potential approaches to funding capital costs. Selection of the appropriate mechanism depends on the nature of the improvement—for example, development impact fee place the burden on developers (and ultimately the occupant of the home or business being constructed), whereas assessment districts place the financial burden on existing and new property owners, and funding through the Capital Improvements Program (CIP) budget shares the burden citywide. The City must determine who benefits from the improvement to determine appropriate funding streams. Capital improvements and the various approaches that could be used for funding are identified in the text below.

### **CAPITAL IMPROVEMENTS PROGRAM**

CIP outlines infrastructure improvements needed throughout the community. The program is the result of collaboration among various departments, and funding is completed on a yearly basis, with projects in the future years appropriated in future budget cycles as discretionary components of the City's General Fund. The CIP continues the improvement of city streets, storm drains, traffic, sanitary sewers, facilities, and parks. Upon adoption of the CIP, the City Council also authorizes staff to prepare the plans and specifications for the projects within this program and authorizes the solicitation of construction bids.

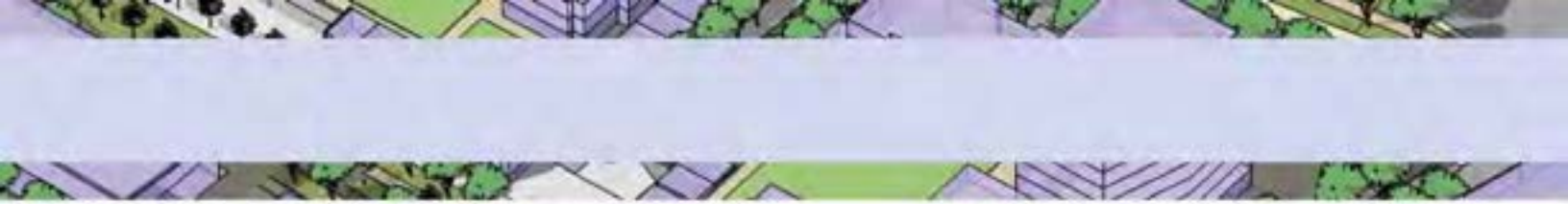
### **DEVELOPMENT IMPACT FEES**

The City collects impact fees on development to help fund specific public improvements. By law, there must be a relationship between the fee and the project on which it is being imposed. Currently, City impact fees include: child-care fees to fund new and expanded facilities and sewer fees to improve or expand infrastructure. Fees may also be collected for plan areas; for example, the City assesses an impact fee to fund capital improvements in the East 101 Area. Additional fees could be assessed for a variety of services and facilities, including parks and water connections.

### **DEVELOPER CONTRIBUTIONS**

Developer contributions are payments made in addition to normal impact fee as part of the development approval process for specific projects; these most





often apply to larger developments with significant associated impacts. Contributions fund infrastructure and improvements such as: dedications of right-of-way for streets and utilities; and provision of open space, parks or landscape improvements. Where developers provide parks as part of their developments, they could be exempted from park impact fees at the discretion of the City.

### **CITY CONTRIBUTIONS**

Additional construction and life and safety costs associated with high-rise development and structured parking will result in overall development costs that are higher than for low-rise construction with surface parking. While low-rise development may be financially more feasible, it is not in keeping with the desired character and development intensity identified by the community and decision-makers. Despite this, financial feasibility analysis conducted under prevailing market conditions indicate that some of the initial identified phases are viable, if the City was willing to provide land at no cost.

### **SPECIAL ASSESSMENT DISTRICTS**

Individuals and businesses can cooperate to create special assessment districts in which they tax themselves (outside the limitations of Proposition 13) or collect fees in order to fund specific benefits, such as landscaping, infrastructure improvements, and parking facilities.

#### **Community Facilities District**

Under the Mello-Roos law, passed in 1982 in response to Proposition 13, local cities, counties, and school districts may create community facilities districts (CFD) to finance the construction of needed community infrastructure. The CFD is empowered to levy additional property taxes on land located inside the district, thus creating a dependable revenue stream that can be used in issuing bonds to pay for new infrastructure.

#### **Landscape and Lighting District**

Permitted by the Landscape and Lighting Act of 1972, local governments may form a Landscape and Lighting District to finance elements such as the landscaping and lighting public areas (e.g., parks and plazas).

#### **Business Improvement District**

Business or property owners within a defined geographic area may agree to assess themselves annual fees, as part of a Business Improvement District (BID). The BID may then fund activities and programs to enhance the business environment; these may include marketing and promotion, security, streetscape

improvements, and special events. Once established, the annual BID fees are mandatory for business/properties located within the BID. Generally, this mechanism is most frequently used in existing commercial retail districts and is not used to fund infrastructure due both to the limited revenue base and the short-term nature of the BID structure, which makes issuance of debt infeasible.

#### **Parking District and In-Lieu Fee**

Local governments may form a special district to finance parking-related activities, including acquisition of land for parking facilities, construction of parking lots and garages, funding of operating costs, and issuance of bonds to fund similar activities. The majority of affected property owners must vote in favor of the district formation. A possible approach to funding is imposition of an in-lieu fee, whereby developers pay the fee (e.g., a uniform fee per space) instead of providing on-site parking, thereby reducing the cost of development and potentially increasing the efficient use of development sites.

### **GRANTS AND LOANS**

#### **Federal**

##### *Community Development Block Grant*

Some or all of the cities' annual allotment of Community Development Block Grant (CDBG) funds from the federal government could be capitalized into a Section 108 loan, to increase the immediate ability to fund improvements. The U.S. Department of Housing and Community Development's Section 108 Loan Guarantee Program provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. CDBG funds may be challenging to use for public improvements, since the grants are competitive and the City often has competing priorities for these funds.

##### *Fixing America's Surface Transportation Act*

This measure, also known as FAST, provides a variety of funding options for smaller, neighborhood-based projects relating to streetscape improvements and bicycle and pedestrian facilities. Programs include the Surface Transportation Block Grant Program; Surface Transportation System Funding Alternatives Program; Congestion Management Air Quality funds; Metropolitan Planning Program; and the Transportation Alternatives, which provides funding for a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity. FAST is currently authorized funds through 2020.



## State

### *California Infrastructure and Economic Development Bank (CIEDB)*

The California Infrastructure and Economic Development Bank provides low-cost financing to public agencies for a wide variety of infrastructure projects. Infrastructure State Revolving Fund Program funding is available in amounts ranging from \$250,000 to \$10 million, with loan terms of up to 30 years. Interest rates are set on a monthly basis. Relevant eligible project categories include city streets, drainage, flood control, and environmental mitigation, educational facilities, parks and recreational facilities, public transit, sewage collection and treatment, solid waste collection and disposal, water treatment and distribution, public safety facilities, and power and communications facilities.

### *Infrastructure Bonds*

Statewide bonds approved by the voters can provide valuable funds for local governments to make improvements to roads, housing, and public facilities. In recent years, several bond measures have been approved, with monies distributed to local governments. The City should continue to monitor and pursue State financing opportunities.

## Regional

### *FOCUS Priority Development Areas*

The Association of Bay Area Governments (ABAG), along with partner agencies, the Metropolitan Transportation Commission (MTC) and Bay Area Conservation and Development Commission (BCDC) have initiated the FOCUS program to provide funds for Priority Development Areas (PDA) that have a high level of transit accessibility and potential for redevelopment. El Camino Real and South San Francisco's Downtown have been designated as PDAs. Consistent with the Grand Boulevard Initiative, the FOCUS Program describes the intent to redesign El Camino Real into a walkable urban boulevard, with funding recommended to make improvements to transportation, bicycle and pedestrian circulation, and streetscape improvements, as well as the development of multi-family and transit-oriented housing.

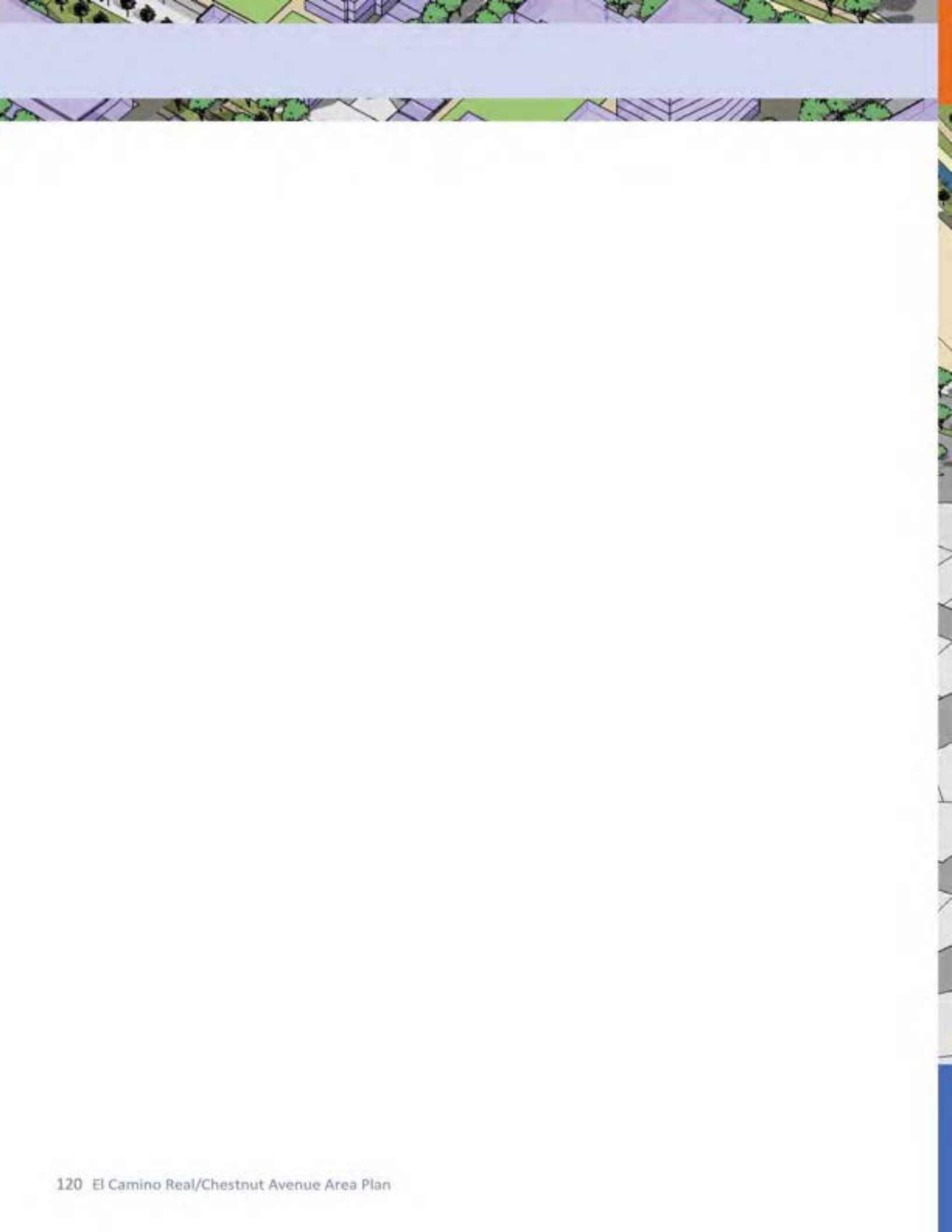
### *Metropolitan Transportation Commission Funding*

MTC serves as both the regional transportation planning agency and as the region's metropolitan planning organization (a federal designation). MTC has several grant programs including:

- Transportation for Livable Communities, which supports projects that enhance community vitality and promote walking, bicycling and transit use.



- Housing Incentive Program, which assists housing construction near transit hubs.
- Low Income Flexible Transportation, which funds services that assist low-income residents travel to and from work, school and other essential destinations.
- Safe Routes to Schools Program aims to increase the number of children who walk or bicycle to school by funding projects that remove barriers to such activities (e.g., lack of infrastructure, unsafe facilities, and lack of education and enforcement programs aimed at children, parents and the community at large).





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## El Camino Real/Chestnut Avenue Area Plan

**FROM: Jeremy Spitz, Policy and Government Affairs**

**DATE: April 11, 2025**

**SUBJECT: [Real Property Sale – Sale of Parcel 21 from the City of South San Francisco- Not to Exceed \$132,000]**

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Please see attached a proposed Resolution 1) approving and authorizing the sale of an approximately 46,097-square-foot portion of the San Francisco Public Utilities Commission's (SFPUC) Parcel 21, located in South San Francisco, California, for \$132,000 to the City of South San Francisco; 2) adopting findings declaring that the property is "exempt surplus land" and "surplus land" under the State Surplus Lands Act (California Government Code Section 54220 et seq); 3) adopting findings under the San Francisco Administrative Code, Section 23.3, that offering the property for sale through competitive bidding would be impractical and not in the public interest; 4) adopting findings that the sale is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; 5) authorizing the SFPUC General Manager and/or City's Director of Property to execute a Purchase and Sale Agreement and Quitclaim Deed, make certain modifications, and take certain actions in furtherance of this Resolution, as defined herein; and to authorize the SFPUC General Manager and/or City's Director of Property to enter into any additions, amendments, or other modifications to the Sale Agreement that do not materially decrease the benefits to the City with respect to the Property, and do not materially increase the obligations or liabilities of either the SFPUC or the City, and are necessary or advisable to complete the transaction contemplated in the Sale Agreement, to effectuate the purpose and intent of this Resolution.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No. 24-0247 (PDF Version)
- Purchase and Sale Agreement (PDF Version)
- Quitclaim Deed (PDF Version)
- Declaration of Underutilization (PDF Version)
- Location Map Parcel 21 (PDF Version)
- Appraisal Report (PDF Version)
- SF Planning Department, General Plan Referral (PDF Version)

**Daniel L. Lurie**  
Mayor

**Kate H. Stacy**  
President

**Joshua Arce**  
Vice President

**Avni Jamdar**  
Commissioner

**Steve Leveroni**  
Commissioner

**Dennis J. Herrera**  
General Manager

- City of South San Francisco, 2017 Resolution and Environmental Findings (PDF Version)
- San Mateo County, Notice of Determination (PDF Version)

Please contact Jeremy Spitz at [jspitz@sfwater.org](mailto:jspitz@sfwater.org) if you need any additional information on these items.