

File No. 260014

Committee Item No. 12

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date February 11, 2026

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Expenditure Schedule                         |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
|                                     |                          | • Draft Purchase and Sale Agreement          |
|                                     |                          | • Draft Easement Deed                        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Notice of Award/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)

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>CEQA Categorical Exemption 3/25/2025</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PLN General Plan Referral 9/24/2025</u>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PUC Resolution No. 25-0174 12/9/2025</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Location Map</u>                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PUC Presentation 2/11/2026</u>           |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                       |

Completed by: Brent Jalipa Date February 5, 2026

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Real Property Acquisition - Easement - Robert Tsui and Thuyen Ly Tsui, as Trustees of the  
2 Tsui Family Trust - Lower Alemany Area Stormwater Improvements - Not to Exceed \$25,000]

3 **Resolution approving and authorizing the terms and conditions and authorizing the**  
4 **General Manager of the San Francisco Public Utilities Commission and/or the Director**  
5 **of Property to execute a Purchase and Sale Agreement and Easement Deed with Robert**  
6 **Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust, for the acquisition of a**  
7 **298.2-square-foot easement for a subsurface sewer tunnel under and across a portion**  
8 **of Assessor's Parcel Block No. 5861, Lot No. 022, known as 495 Gaven Street, San**  
9 **Francisco, for a total amount not to exceed \$25,000 and effective on the date the**  
10 **Purchase and Sale Agreement is executed by both parties, pursuant to Charter,**  
11 **Section 9.118; adopting findings that the conveyance is consistent with the General**  
12 **Plan, and the eight priority policies of Planning Code, Section 101.1; and adopting a**  
13 **finding that the Purchase and Sale Agreement furthers a proper public purpose**  
14 **sufficient to meet Administrative Code, Section 23.30, market value requirements.**

15  
16 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) seeks to improve  
17 collection system capacity and increase flood resilience during wet weather events within the  
18 Lower Alemany area in San Francisco as a part of Project No. 10034360, Lower Alemany  
19 Area Stormwater Improvements (Project); and

20 WHEREAS, The Project includes the installation of a 10-foot internal diameter tunnel,  
21 to be designated as the Alemany Auxiliary Sewer; and

22 WHEREAS, The tunnel would be installed along Alemany Boulevard and Gaven  
23 Street, south of I-280, and along Boutwell Street northeast of the I-280 and US-101  
24 interchange; and

1           WHEREAS, The Alemany Auxiliary Sewer would consist of an approximately 1.4-mile-  
2 long sewer line connecting to the existing Alemany Sewer, the Industrial Sewer, and the Islais  
3 Creek Transport/Storage Box; and

4           WHEREAS, The proposed Alemany Auxiliary Sewer tunnel alignment crosses under  
5 the driveways of three private residential properties at the western terminus of Gaven Street,  
6 across property owned by Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family  
7 Trust (Property Owner), located at 495 Gaven Street, San Francisco, designated as a portion  
8 of Assessor’s Parcel Block No. 5861, Lot No. 022 (Property); and

9           WHEREAS, The Project requires that the City and County of San Francisco (City)  
10 acquire an approximately 298.2-square-foot easement (the Easement) for the subsurface  
11 Alemany Auxiliary Sewer tunnel across the Property; and

12           WHEREAS, SFPUC staff, through consultation with the Office of the City Attorney,  
13 made an offer to Property Owner to purchase the Easement for a purchase price of \$25,000  
14 plus payment of escrow and recording fees and title insurance costs, as set forth in the  
15 attached form of an Agreement for Purchase and Sale of Real Estate (Agreement) and  
16 Easement Deed to convey the Easement (Easement Deed); and

17           WHEREAS, Property Owner accepted the City’s offer to purchase the Easement and  
18 signed the Agreement; and

19           WHEREAS, On December 9, 2025, by SFPUC Resolution No. 25-0174, the SFPUC  
20 Commission approved and authorized the terms and conditions of the Agreement and  
21 authorized the General Manager of the SFPUC and/or the Director of Property to execute the  
22 Agreement and Easement Deed with Property Owner, subject to the approval of the Board of  
23 Supervisors; and

24           WHEREAS, The Purchase and Sale Agreement is effective on the date on which it is  
25 executed by both parties; and

1           WHEREAS, The proposed purchase price payable under the Agreement is a  
2 negotiated settlement between Property Owner and City and exceeds the appraised value of  
3 the Easement, as determined by an independent MAI appraiser, and therefore requires a  
4 Board of Supervisors finding that the Agreement furthers a proper public purpose sufficient to  
5 meet the requirements of San Francisco Administrative Code Section 23.30, market value  
6 requirements; and

7           WHEREAS, On September 24, 2025, through Case No. 2023-000654GPR (General  
8 Plan Findings), the San Francisco Planning Department found that the proposed purchase of  
9 the Easement is consistent with the eight priority policies of Planning Code, Section 101.1,  
10 and is in conformity with the San Francisco General Plan; and

11           WHEREAS, On March 25, 2025, the San Francisco Planning Department determined  
12 the Project to be categorically exempt under 1) the California Environmental Quality Act  
13 (CEQA) Guidelines section 15301, 2) Class 1 (Existing Facilities) and 3) section 15303, Class  
14 3 (New Construction or Conversion of Small Structures) under Case No. 2023-000654ENV  
15 (collectively, CEQA Findings); and

16           WHEREAS, The Board of Supervisors has reviewed and considered the General Plan  
17 Findings and CEQA Findings; now, therefore be it

18           RESOLVED, That the Board of Supervisors hereby adopts the General Plan Findings  
19 and CEQA Findings concerning the purchase of the Easement; and, be it

20           FURTHER RESOLVED, That this Board of Supervisors hereby approves the terms and  
21 conditions and authorizes the General Manager of the SFPUC and/or the Director of Property  
22 to execute the Agreement and Easement Deed with Robert Tsui and Thuyen Ly Tsui, as  
23 Trustees of the Tsui Family Trust, for the acquisition of the Easement, for a total amount not  
24 to exceed \$25,000 pursuant to Charter, Section 9.118; and, be it

25

1           FURTHER RESOLVED, That the Board of Supervisors confirms that the negotiated  
2 price for the Easement furthers a proper public purpose sufficient to meet the requirements of  
3 San Francisco Administrative Code, Section 23.30, market value requirements; and, be it

4           FURTHER RESOLVED, That the Board of Supervisors ratifies the Agreement and  
5 authorizes the General Manager of the SFPUC and/or the Director of Property to enter into  
6 any additions, amendments, or other modifications to the Agreement (including, without  
7 limitation, the attached exhibits) that the General Manager of the SFPUC and/or the Director  
8 of Property determine are in the best interest of City, do not materially increase the obligations  
9 or liabilities of City, and are necessary or advisable to complete the transaction contemplated  
10 in the Agreement and effectuate the purpose and intent of this resolution, such determination  
11 to be conclusively evidenced by the execution and delivery of the General Manager of the  
12 SFPUC and/or Director of Property of the Agreement and any amendments thereto; and, be it

13           FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully  
14 executed by all parties, the General Manager of the SFPUC shall provide the final Agreement  
15 to the Clerk of the Board for inclusion in the official file.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust

as Seller,

and

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

as Buyer,

for the purchase and sale of

a permanent tunnel easement  
in, upon, and across a portion of  
Assessor's Parcel Lot 022, Block 5861

located in the City and County of San Francisco,  
California.

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

## TABLE OF CONTENTS

	<u>Page</u>
1. PURCHASE AND SALE.....	1
1.1. Purchase and Sale of Easement.....	1
1.2. Easement Area; Nature of Easement .....	1
2. PURCHASE PRICE .....	2
2.1. Purchase Price.....	2
2.2. Payment.....	2
2.3. Funds.....	2
3. CONVEYANCE OF EASEMENT.....	2
3.1. Easement Deed.....	2
3.2. State of Title.....	2
3.3. Title Insurance .....	3
4. CONDITIONS TO CLOSING .....	3
4.1. City’s Conditions to Closing.....	3
4.2. Cooperation with City.....	4
5. ESCROW AND CLOSING; POSSESSION .....	4
5.1. “Closing” Defined.....	4
5.2. Escrow; Closing Without an Escrow .....	5
5.3. Closing Date.....	5
5.4. Seller’s Delivery of Documents.....	5
5.5. City’s Delivery of Documents and Funds.....	6
5.6. Other Documents; Cooperation .....	7
5.7. Closing .....	7
5.8. Possession and Use. ....	7
6. EXPENSES; CLOSING COSTS.....	8
6.1. City’s Expenses.....	8
6.2. Seller’s Expenses .....	8
6.3. Other Expenses .....	8
6.4. Survival.....	8
7. REPRESENTATIONS AND WARRANTIES.....	8
8. INDEMNITY .....	10
9. RISK OF LOSS.....	10
10. MAINTENANCE .....	10

11.	DISMISSAL OF EMINENT DOMAIN ACTION.....	10
12.	GENERAL PROVISIONS .....	11
12.1.	Notices .....	11
12.2.	Brokers and Finders .....	11
12.3.	Successors and Assigns.....	12
12.4.	Amendments; Waivers.....	12
12.5.	Continuation and Survival of Representations and Warranties .....	12
12.6.	Governing Law .....	12
12.7.	Merger of Prior Agreements; No Inducement .....	13
12.8.	Parties and Their Agents; Approvals .....	13
12.9.	Interpretation of Agreement.....	13
12.10.	Attorneys' Fees .....	<b>Error! Bookmark not defined.</b>
12.11.	Severability .....	14
12.12.	Sunshine Ordinance .....	14
12.13.	Conflicts of Interest.....	14
12.14.	Notification of Limitations on Contributions .....	15
12.15.	Non-Liability of City Officials, Employees, and Agents .....	15
12.16.	Counterparts.....	15
12.17.	Effective Date .....	15
12.18.	Cooperative Drafting .....	16
12.19.	Release of Claims .....	16

LIST OF EXHIBITS

EXHIBIT A	Description of Seller's Property
EXHIBIT B	From of Easement Deed
EXHIBIT C	Preliminary Title Report
EXHIBIT D	Certificate of Transferor Other Than An Individual (FIRPTA Affidavit)

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this

“**Agreement**”) dated for reference purposes only as of \_\_\_\_\_, 2025, is by and between ROBERT TSUI and THUYEN LY TSUI, as TRUSTEES of the TSUI FAMILY TRUST, U.D.T., dated March 31, 2018 (“**Seller**”), and the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), by and through its Public Utilities Commission (“**SFPUC**”). Seller and City sometimes are referred to collectively in this Agreement as the “**Parties**” or singularly as a “**Party**.”

### RECITALS

**A.** Seller owns the real property located at 495 Gaven Street in San Francisco, California, designated as Assessor’s Parcel Number 5861-022 and more particularly described in the attached **Exhibit A** “**Seller’s Property**.”

**B.** In connection with the SFPUC Sewer System Improvement Program Project No. 10034360, Lower Alemany Area Stormwater Improvement Project, City wishes to purchase, and, Seller has agreed to sell a permanent tunnel easement (the “**Easement**”) to City in, under, upon, along, and/or across a portion of Seller’s Property (“**Easement Area**”) in accordance with, and pursuant to, the terms and conditions of this Agreement.

IN CONSIDERATION of the respective agreements set forth below, Seller and City agree as follows:

#### **1. PURCHASE AND SALE**

##### **1.1. Purchase and Sale of Easement**

Seller will sell and convey the Easement to City by a duly executed and acknowledged easement deed in the form attached as **Exhibit B** (the “**Deed**”), subject to the terms, covenants, and conditions hereinafter set forth.

##### **1.2. Easement Area; Nature of Easement**

The Easement Area is described and depicted in the exhibits to the Deed. The nature, scope, and conditions of the Easement are set forth in the Deed with respect to such Easement.

## 2. PURCHASE PRICE

### 2.1. Purchase Price

The purchase price for the Easement is Twenty Five Thousand Dollars (\$25,000.00), (“Purchase Price”).

### 2.2. Payment

On the Closing Date (defined in Section 5.3 [Closing Date] below), City will pay the Purchase Price, adjusted pursuant to the provisions of Section 6 [Expenses; Closing Costs] below, and reduced by any credits due City under this Agreement.

### 2.3. Funds

All payments made pursuant to this Agreement will be in legal tender of the United States of America, paid by Controller’s warrant or in cash or by wire transfer of immediately available funds. Unless the Parties elect to close the transaction without an escrow, payments will be made to the Title Company (defined in Section 5.2 [Escrow; Closing Without an Escrow] below), as the escrow agent.

## 3. CONVEYANCE OF EASEMENT

### 3.1. Easement Deed

At the Closing (defined in Section 5.1 [“Closing” Defined] below), Seller will convey to City marketable and insurable title to the Easement by delivery of the Deed, duly executed and acknowledged in the form attached as Exhibit B, free and clear of all exceptions, liens, and encumbrances except solely for the Accepted Conditions of Title (defined in Section 3.2 [State of Title] below). The Deed will be executed and delivered to the Title Company in a recordable form and the Title Company will record the Deed in the Official Records of the City and County of San Francisco.

### 3.2. State of Title

“Accepted Conditions of Title” will mean (a) the lien of real property taxes, not yet due or payable; and (b) all existing exceptions and encumbrances, whether or not disclosed by a current preliminary title report number 15609461-156-TJK-JM dated May 16, 2022 at 7:30 a.m. or the public records or any other documents reviewed by Buyer pursuant to Section 5.1 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. As a condition precedent to City’s obligation to purchase, quitclaim deeds, a spousal waiver, lender’s consents or subordinations, tenants’ consents, or similar releases sufficient to clear or subordinate any possessory rights over the Easement Area may be required, at City’s election, each in a form approved by City. Seller will secure any such waiver quitclaim deeds, consents, subordinations, or releases.

### 3.3. Title Insurance

Delivery of title in accordance with the preceding Section will be evidenced by the commitment of the Title Company (defined in Section 5.2 [Escrow; Closing Without an Escrow] below) to issue to City an CLTA owner's policy of title insurance ("**Title Policy**") in the amount of the Purchase Price, insuring title to the Easement vested in City, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, rights of tenants or other occupants, and all other exceptions, liens and encumbrances except solely for the Accepted Conditions of Title. The Title Policy will provide full coverage against mechanics' and materialmen's liens arising out of the construction, repair, or alteration of the Easement, shall delete any required arbitration provision, and shall contain an affirmative endorsement that there are no violations of restrictive covenants, if any, affecting the Easement and will contain such special endorsements as City may reasonably request.

## 4. CONDITIONS TO CLOSING

### 4.1. City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Easement (collectively, "**Conditions Precedent**"):

(a) City will have reviewed and approved title to the Easement Area and accepts all conditions of title.

(b) City's review and approval that the physical condition of all portions of the Easement Area are substantially the same on the Closing Date (defined in Section 5.3 [Closing Date] below) as on the date of City's execution of this Agreement, reasonable wear and tear and loss by casualty excepted (subject to the provisions of Section 9 [Risk of Loss] below), and as of the Closing Date there will be no litigation or administrative agency or other governmental proceeding, pending, or threatened, that after the Closing could materially adversely affect the value of the Easement or City's ability to use all portions of the Easement Area for their respective intended use, and no proceedings will be pending or threatened that could or would cause the change, re-designation, or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, any portion(s) of the Easement Area.

(c) Seller will have delivered signed originals of any documents required under Section 3.2 [State of Title] above, and, unless the Parties elect to consummate the transaction without an escrow, Title Company will be committed at the Closing to issue to City the Title Policy (defined in Section 3.3 [Title Insurance] above).

(d) City's review and approval of the compliance of the Easement Area with all applicable laws, regulations, permits and approvals.

(e) The transactions contemplated by this Agreement will have been approved by all applicable City departments and agencies, including the San Francisco Public Utilities Commission, at their respective sole discretion, within ninety (90) days after Seller executes and delivers this Agreement to City.

(f) If required by City's Charter, City's Mayor and the Board of Supervisors, each at their sole discretion, will have enacted a resolution approving, adopting, and authorizing

this Agreement and the transactions contemplated by this Agreement, within one hundred eighty (180) days after Seller executes and delivers this Agreement to City.

(g) Seller will have delivered the items described in Section 5.4 [Seller's Delivery of Documents] below on or before the Closing (defined in Section 5.1 ["Closing" Defined] below).

The Conditions Precedent contained in the foregoing subsections (a) through (g) are solely for City's benefit. If any Condition Precedent is not satisfied, City will have the right at its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase with respect to the Easement (provided that the Conditions Precedent described in subsections (e) and (f) above may not be waived except insofar as City elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Condition Precedent will not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of Seller. In addition, the Closing Date may be extended, at City's option, for a reasonable period of time specified by City, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if any Conditions Precedent remain unsatisfied.

If the sale of the Easement is not consummated because of a default under this Agreement on the part of Seller or if a Condition Precedent cannot be fulfilled because Seller frustrated such fulfillment by some affirmative act or negligent omission, at City's sole election City may either (i) terminate this Agreement by delivery of notice of termination to Seller, whereupon Seller shall pay to City any title, escrow, legal, and inspection fees incurred by City and any other expenses incurred by City in connection with the performance of its due diligence review of Seller's Property, and neither Party will have any further rights or obligations under this Agreement, or (ii) elect to proceed with Closing of the Easement with respect to which all Conditions Precedent have been waived by City or satisfied.

#### **4.2. Cooperation with City**

Seller will cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Conditions Precedent including execution of any documents, applications, or permits, but Seller's representations and warranties to City will not be affected or released by City's waiver or fulfillment of any Condition. Seller hereby irrevocably authorizes City and its Agents to make all inquiries with and applications to any person or entity, including, without limitation, any regulatory authority with jurisdiction as City may reasonably require to complete its due diligence investigations. Within thirty (30) days of Seller's execution of this Agreement, Seller will provide to City copies of all leases, occupancy agreements, licenses, easements, or modifications to the same that allow the holder of the rights to make improvements to the Easement Area.

### **5. ESCROW AND CLOSING; POSSESSION**

#### **5.1. "Closing" Defined**

The consummation of the purchase and sale transaction contemplated by this Agreement ("Closing") will occur as provided in this Section 5.

## 5.2. Escrow; Closing Without an Escrow

(a) Unless the Parties agree to consummate the purchase and sale without an escrow as provided in subparagraph (b) below: (i) on or before the Effective Date (defined in Section 12.18 [Effective Date] below), the Parties will open escrow by depositing an executed counterpart of this Agreement with Chicago Title Company at its offices at 150 Spear Street, Suite 825, San Francisco, California 94105 (“**Title Company**”); (ii) this Agreement will serve as instructions to the Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby; (iii) Seller hereby authorizes City to prepare and submit supplemental escrow instructions on behalf of both Parties, as needed, to enable the Title Company to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions, the terms of this Agreement shall control and (iv) the Closing will be held and delivery of all items to be made at the Closing under this Agreement will be made at the Title Company’s offices.

(b) Notwithstanding the foregoing, the Parties may elect by mutual agreement to consummate the purchase and sale without an escrow, in which event the Closing will occur as described in Section 5.7(b) [Closing Without Escrow] below.

## 5.3. Closing Date

The Closing will occur one hundred and twenty days (120) days after the Effective Date or on such earlier date as City and Seller may mutually agree (“**Closing Date**”), subject to the provisions of Section 4 [Conditions to Closing] above. The Closing Date may not be extended without the prior written approval of both Parties, except as otherwise expressly provided in this Agreement. If the Closing does not occur on or before the Closing Date and the Parties have deposited documents or funds in escrow, Title Company will, unless it is notified by both Parties to the contrary within five (5) business days after the Closing Date, return such items to the depositor thereof. Any such return shall not, however, limit the provisions hereof or otherwise relieve either Party of any liability it may have for its wrongful failure to close.

## 5.4. Seller’s Delivery of Documents

(a) At or before the Closing, Seller will deliver or cause to be delivered to City the following:

- (i) a duly executed and acknowledged Deed;
- (ii) such resolutions, authorizations, or other documents as Seller deems necessary or City may reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated by this Agreement, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller;
- (iii) any documents needed in order to eliminate title exceptions other than Accepted Conditions of Title;

(iv) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum from City, countersigned by Seller, if the Parties elect to consummate the transaction without an escrow);

(v) quitclaim deeds, spousal waivers, lender's consents or subordinations, tenants' consents, or similar releases sufficient to clear or subordinate any possessory rights over the Easement Area as may be required, at City's election, each in a form approved by City;

(vi) a properly executed affidavit pursuant to Section 1445(b)(2) of the Federal Tax Code in the form attached as **Exhibit D**, and on which City is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code; and

(vii) a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident (if Seller is an individual) or that Seller has a permanent place of business in California or is qualified to do business in California, if Seller is a corporation, or other evidence satisfactory to City that Seller is exempt from the withholding requirements of Section 18662 of the California Revenue and Taxation Code. Seller acknowledges and agrees that if Seller fails at Closing to deliver to City such certificate, City may be required to withhold and remit to the appropriate tax authority a portion of the Purchase Price pursuant to Section 18662 of the California Revenue and Taxation Code. Any amount properly so withheld and remitted will be deemed to have been paid by City as part of the Purchase Price, and Seller's obligation to consummate the transaction contemplated in this Agreement will not be excused or otherwise affected thereby.

(b) Seller will deliver such items to City through escrow, unless the Parties elect to close the transaction without an escrow in which event Seller will deliver the items directly to City for a Closing in accordance with Section 5.7(b) [Closing Without Escrow] below.

### **5.5. City's Delivery of Documents and Funds**

(a) At or before the Closing, City will deliver to Seller the following:

(i) a certificate of acceptance, executed by City's Director of Property or Acting Director of Property, to be attached to the Deed before recording;

(ii) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum from City to Seller if the Parties elect to consummate the transaction without an escrow);

(iii) funds sufficient to pay City's share of expenses under Section 6 [Expenses; Closing Costs] below; and

(iv) the Purchase Price, as provided in Section 2 [Purchase Price] above.

(b) City will deliver such documents and funds through escrow; however, if the Parties elect to consummate the transaction without an escrow, City will deliver the funds and documents as provided in Section 5.7(b) [Closing Without Escrow] below.

## 5.6. Other Documents; Cooperation

Seller and City will perform such further acts and execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the Parties' intentions.

## 5.7. Closing

(a) **Closing through Escrow.** Subject to Section 5.7(b) [Closing Without Escrow] below, at Closing, provided all the conditions to the Parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Title Company will perform the following acts in the following order:

(i) Perform such acts as are necessary in order to deliver title to City subject only to the Accepted Conditions of Title, including recording any deed of reconveyance, subordination agreement, or other documentation as specified in supplemental escrow instructions submitted by City before Closing;

(ii) Record the Deed, duly executed and acknowledged by Seller, in the Official Records of the City and County of San Francisco;

(iii) Deliver to Seller, or as Seller may instruct, the Purchase Price, less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations under Section 6 [Expenses; Closing Costs] below;

(iv) Issue the Title Policy to City, if requested to do so by City; and

(v) Deliver to the appropriate person or entity any other documents, instruments, and sums required by this Agreement.

(b) **Closing without Escrow.** If the Parties elect to consummate the purchase and sale without an escrow, City will effect the Closing on the Closing Date as follows:

(i) City will: (A) deliver to Seller, or as Seller may instruct, the Purchase Price (less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations, if applicable, under Section 6 [Expenses; Closing Costs] below, and (B) cause the certificate of acceptance for the Deed to be executed, when:

(1) City has received Seller's documents in accordance with Section 5.4 [Seller's Delivery of Documents] above, and

(2) City has received the Deed conveying the Easement to City duly acknowledged and in a recordable form, subject only to the Accepted Conditions of Title, obtain the Title Policy (if City elects to do so), and deliver to the appropriate person or entity any other documents, instruments, and sums required by this Agreement.

## 5.8. Possession and Use

Subject to the provisions of the Deed, the right of possession and use of the Easement Area by City and/or its designees will commence on the Closing Date.

## **6. EXPENSES; CLOSING COSTS**

### **6.1. City's Expenses**

City will pay all escrow and recording fees and the premium for the Title Policy and the cost of the endorsements thereto.

### **6.2. Seller's Expenses**

Seller will pay all costs incurred in connection with the prepayment or satisfaction of any loan, bond, or other indebtedness secured in whole or part by any portion of the Easement Area including any prepayment or delinquency fees, penalties, or charges. Seller also will pay at the Closing any delinquent taxes that may have become a lien against Seller's Property.

### **6.3. Other Expenses**

Any other costs and charges of the escrow not otherwise provided for in this Section or elsewhere in this Agreement will be allocated in accordance with the closing customs for the City and County of San Francisco, as determined by Title Company.

### **6.4. Post-Closing Reconciliation**

If any of the foregoing prorations cannot be calculated accurately on the Closing Date, then they shall be calculated as soon after the Closing Date as feasible. Either Party owing the other Party a sum of money based on such subsequent prorations shall pay such sum to the other Party.

### **6.5. Survival**

The provisions of this Section 6 will survive the Closing.

## **7. REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to and covenants with City as follows:

(a) **Ownership of Property.** Although Seller is obligated to sell the Easement to City, Seller is now the sole fee owner of Seller's Property, and will own it at the time of the Closing, free and clear of all liens, leases, occupancy agreements, claims, encumbrances, easements, and rights of way of any nature (whether disclosed in the public record or not), except only the Accepted Conditions of Title and City's rights to acquire the Easement Area as set forth in this Agreement.

(b) **Signing Authority.** Seller and the signatories on Seller's behalf represent and warrant that the signatories on Seller's behalf to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of Seller.

(c) **No Leases.** There are now, and will be at the time of Closing, no oral or written leases, occupancy agreements, licenses, or easements affecting any portion of the Easement Area or that would affect City's access to or use of any portion of the Easement Area, as contemplated by the Deed.

(d) **No Property Defects or Legal Violations.** To the best of Seller's knowledge, there are now, and at the time of the Closing will be, no material physical defects of any portion of the Easement Area, and no violations of any laws, rules, or regulations applicable to any portion of the Easement Area.

(e) **No Omission of Facts.** No document or instrument furnished or to be furnished by the Seller to the 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 shall have been made.

(f) **No Impediments to Use.** Seller knows of no facts nor has Seller failed to disclose any fact that would prevent City from using the Easement after Closing in the normal manner as described in, and intended by the Parties to, the Deed. Seller does not have knowledge of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency other than City, which could detrimentally affect the use, operation or value of the Easement Area

(g) **Validity of Seller Representations.** Seller is an unmarried woman and has fee to the Easement Area as Seller's sole and separate property; this Agreement and all documents executed by Seller which are to be delivered to City at the Closing are, or at the Closing will be, duly authorized, executed and delivered by Seller, are, or at the Closing will be, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, are, and at the Closing will be, sufficient to convey good and marketable title (if they purport to do so), and do not, and at the Closing will not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Seller's Property is subject.

(h) **Seller Not a "Foreign Person".** Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code.

(i) **No Lawsuits.** There are no lawsuits or proceedings pending or, to the best of Seller's knowledge, threatened against or affecting Seller, Seller's Property, or its use that would affect Seller's ability to consummate the sale contemplated by this Agreement or City's use and enjoyment of the Easement after the Closing.

(j) **No Known Hazardous Materials.** To the best of Seller's knowledge, there has been no release and there is no threatened release of any Hazardous Material in, on, under, or about Seller's Property. As used herein, "**Hazardous Material**" will mean any material that, because of its quantity, concentration, or physical or chemical characteristics, is 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. "**Release**" or "**threatened release**" when used with respect to Hazardous Material will include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any of the improvements, or in, on, under, or about the Easement Area. Release will include "release" as defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601).

## **8. INDEMNITY**

Seller, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless City, its Agents (defined in Section 12.8 [Parties and Their Agents; Approvals] below) and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including reasonable attorneys' and consultants' fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by Seller in this Agreement or in any document, certificate, or exhibit given or delivered to City pursuant to or in connection with this Agreement. The foregoing indemnity includes costs incurred in connection with the investigation of site conditions and all activities required to locate, assess, evaluate, remediate, cleanup, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material. The indemnification provisions of this Section shall survive beyond the Closing, or beyond any termination of this Agreement.

## **9. RISK OF LOSS**

If any portion of the Easement Area is damaged or destroyed before the Closing Date, then the rights and obligations of Seller and City under this Agreement will be as follows: At its election, City may terminate this Agreement in its entirety or terminate it only as to that portion of the Easement Area damaged or destroyed. City will have thirty (30) days after Seller notifies City that an event described in this Section 9 has occurred to make such election by delivery to Seller of an election notice. City's failure to deliver such notice within such thirty (30) -day period will be deemed City's election to terminate this Agreement in its entirety. If this Agreement is terminated in its entirety or in part pursuant to this Section 9, then City and Seller will each be released from all obligations under this Agreement pertaining to that portion of the Easement Area affected by such termination. If City elects not to terminate this Agreement in its entirety, Seller will give City a credit against the Purchase Price at the Closing in an amount proportionate to the percentage reduction, if any, of the square footage of the Easement Area, and this Agreement will remain in full force and effect.

## **10. MAINTENANCE**

Between the date of Seller's execution of this Agreement and the Closing, Seller will maintain Seller's Property in its current condition and will make, at Seller's expense, all repairs necessary to maintain Seller's Property in such condition. Seller will make no changes to the Easement Area without City's prior, written consent, which will not be unreasonably withheld or delayed.

## **11. DISMISSAL OF EMINENT DOMAIN ACTION**

Seller hereby agrees and consents to the dismissal of any pending action in eminent domain by City as to Seller's Property or any portion thereof and Seller also waives all claims to court costs and any money that may now be on deposit in the Superior Court in such action.

## 12. GENERAL PROVISIONS

### 12.1. 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:

To: General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, California 94102  
  
San Francisco Public Utilities Commission  
Real Estate Services Division  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Attn: Real Estate Director

with copy to: Nancy Taylor  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682

Seller:

To: Robert and Thuyen Ly Tsui  
495 Gaven St.  
San Francisco, CA 94134

A properly addressed notice transmitted by one of the foregoing methods will be deemed received upon the confirmed date of delivery, or rejected delivery. 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 telefacsimile copy of the notice.

### 12.2. Brokers and Finders

Neither Party has had any contact or dealings regarding the Easement, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated by this Agreement. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or

communication, the Party through whom the broker or finder makes his or her claim will be responsible for such commission or fee and will indemnify and hold harmless the other Party from all claims, costs, and expenses (including reasonable attorneys' fees and disbursements) incurred by the indemnified Party in defending against the same. The provisions of this Section will survive the Closing.

### **12.3. Successors and Assigns**

This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, administrators, and assigns.

### **12.4. Amendments; Waivers**

Except as otherwise provided in this Agreement, **(a)** this Agreement may be amended or modified only by a written instrument executed by City and Seller, **(b)** no waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver, **(c)** no waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, whether or not similar, and **(d)** no waiver will constitute a continuing waiver unless the written waiver so specifies.

### **12.5. Continuation and Survival of Representations and Warranties**

All representations and warranties by the respective Parties contained in, or made in writing pursuant to, this Agreement are intended to be, and will remain, true and correct as of the Closing, will be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective Parties contained in this Agreement or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), will survive the execution and delivery of this Agreement and the Closing, or, to the extent the context requires, beyond any termination of this Agreement. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated by this Agreement will constitute representations and warranties under this Agreement.

### **12.6. Governing Law**

This Agreement will be governed by California law and City's Charter. There will be no obligation for the payment of money by City under this Agreement unless City's Controller first certifies, pursuant to Section 3.105 of City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum.

### **12.7. Merger of Prior Agreements; No Inducement**

The Parties intend that this Agreement (including all of the attached exhibits and schedules and any documents specifically described in this Agreement, which are hereby incorporated into this Agreement by reference) will be the final, complete, and exclusive expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The Parties further intend that this Agreement will constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including term sheets and prior drafts or changes to such drafts) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. The Parties' making, execution, and delivery of this Agreement has been induced by no representations, statements, warranties, or agreements other than those expressed in this Agreement.

### **12.8. Parties and Their Agents; Approvals**

The term "**Seller**" as used in this Agreement will include the plural as well as the singular. If there is more than one (1) Seller, then the obligations under this Agreement imposed on Seller will be joint and several. As used herein, the term "**Agents**" when used with respect to either Party will include the agents, employees, officers, contractors, and representatives of such Party. Subject to applicable law, all approvals, consents, or other determinations permitted or required by City under this Agreement will be made by or through the General Manager of City's Public Utilities Commission or City's Director of Property or Acting Director of Property, unless otherwise provided in this Agreement.

### **12.9. 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 his Agreement. In addition, each Party has been represented or had the opportunity to be 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. 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. The provisions of this Agreement will be interpreted in a reasonable manner to affect the purposes of the Parties and this Agreement.

### **12.10. Attorneys' Fees**

In the event that either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the

prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the City's Office of the City Attorney shall 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 City 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 Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

#### **12.11. Seller Tax Obligations**

Seller acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code ("Delinquent Payment"). If, under that authority, any payment City is required to make to Seller under this Agreement is withheld because Seller owes the City a Delinquent Payment, then City will not be in breach or default under this Agreement, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Seller, without interest, late fees, penalties, or other charges, upon Seller coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

#### **12.12. Severability**

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to any person or circumstances, will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

#### **12.13. Sunshine Ordinance**

Seller understands and agrees that under City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 7920 et seq.), this Agreement and any and all records, information, and materials submitted to City under this Agreement are public records subject to public disclosure. Seller hereby acknowledges that City may disclose any records, information, and materials submitted to City in connection with this Agreement.

#### **12.14. Conflicts of Interest**

Through its execution of this Agreement, Seller acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, 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 certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Seller becomes aware of any such fact during the term of this Agreement, Seller will immediately notify City.

#### **12.15. Notification of Limitations on Contributions**

Through its execution of this Agreement, Seller 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 the City for the selling or leasing of any land or building to or from any department of the 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 (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) 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 (12) months after the date the contract is approved. Seller 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. Seller further acknowledges that the (i) prohibition on contributions applies to each Seller; each member of Seller's board of directors, and Seller's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Seller; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Seller; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department with whom Seller is contracting is obligated to submit to the Ethics Commission the parties to the contract and any subcontractor. Additionally, Seller certifies that Seller has informed each of the persons described in the preceding sentence of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

#### **12.16. 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, agent, or consultant of City will be personally liable to Seller, its successors and assigns, in the event of any default or breach by City or for any amount that may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

#### **12.17. 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.

#### **12.18. Effective Date**

As used in this Agreement, the term "**Effective Date**" will mean the date on which the execution and delivery of this Agreement by both Parties is concluded and the transactions contemplated by the Agreement will have been authorized (a) in a manner required by law governing Seller, (b) by a duly adopted resolution of the San Francisco Public Utilities

Commission, and (c) if required by City's Charter, by a duly adopted resolution of City's Board of Supervisors and Mayor.

#### **12.19. Cooperative Drafting**

This Agreement has been drafted through a cooperative effort of the Parties, and the 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.

#### **12.20. Release of Claims**

Seller, for itself, its agents, heirs, assigns, successors in interest, and any related or affiliated entities, hereby, following execution of this Agreement by the Parties, fully releases and discharges City, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, expenses, liabilities, and demands, including any claim arising out of or pertaining to, directly or indirectly, the acquisition or use of the property interest described in this Agreement and/or the construction of any improvements thereon, including inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic, and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

Seller acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to his/her release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, Seller expressly waives the protection of Civil Code Section 1542, which statute 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.**

If this Agreement is terminated prior to Closing, this Section 12.20 will have no force or effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL APPROPRIATE LEGISLATION OF CITY'S PUBLIC UTILITIES COMMISSION (AND, IF REQUIRED BY CITY'S CHARTER, APPROPRIATE LEGISLATION 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 LEGISLATION.

*[Signatures on next page]*

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

SELLER:

ROBERT TSUI and THUYEN LY TSUI, as TRUSTEES of the TSUI FAMILY TRUST, U.D.T., dated March 31, 2018

By: *Robert Tsui, Trustee*  
ROBERT TSUI, Trustee

Date: 7/31/2025

By: *Thuyen Ly Tsui, Trustee*  
THUYEN LY TSUI, Trustee

Date: 7/31/2025

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: \_\_\_\_\_  
DENNIS J. HERRERA  
General Manager  
San Francisco Public Utilities Commission

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

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney

TITLE COMPANY'S ACKNOWLEDGMENT

*[Applicable only when the Parties will close the transaction through an escrow]*

Title Company agrees to act as escrow holder in accordance with the terms of this Agreement. Title Company's failure to execute below will not invalidate the Agreement between the Parties.

TITLE COMPANY:

CHICAGO TITLE COMPANY

By: \_\_\_\_\_  
[NAME]

Its: \_\_\_\_\_

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

*[When Seller and City have delivered a copy of this Agreement for Purchase and Sale of Real Estate, executed by Seller and City, to escrow, Title Company should sign this page and transmit a copy to Seller and City. Seller and City agree that a photocopy, scanned copy or faxed copy is adequate for this purpose.]*

**EXHIBIT A**

**Description of Seller's Property**

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

LOT 22, as shown on that certain map entitled "Map of Gaven Street Subdivision", filed October 7, 1992, in Book "Y" of Maps, at Pages 87 to 89, inclusive, in the office of the Recorder of the City and County of San Francisco, State of California.

APN: Lot 022, Block 5861

**EXHIBIT B**

**Form of Easement Deed**

*[See attached]*

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

With a conformed copy to:

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

And to:

Robert and Thuyen Ly Tsui  
495 Gaven St.  
San Francisco, CA 94134

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: 5861-022

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ROBERT TSUI and THUYEN LY TSUI, as TRUSTEES of the TSUI FAMILY TRUST, U.D.T., dated March 31, 2018 (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), through its Public Utilities Commission (“**SFPUC**”), a permanent tunnel easement (“**Easement**”) in, under, upon, along, and/or across certain portions of Grantor’s real property located in the City and County of San Francisco, State of California, more particularly described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor will retain such rights and privileges to use the Easement Area as are not inconsistent with this Easement, subject to the conditions, covenants, and restrictions in this Deed. Grantor will not do or allow anything in, on, under, or about the Easement Area that could damage or interfere with City’s Facility (as defined in Section 1 [Nature of Easement]).

**1. Nature of Easement.** The Easement is a perpetual, nonexclusive easement in gross for the purposes of constructing, boring, installing, maintaining, operating, using, repairing, modifying, removing, and replacing a subsurface sewer tunnel (“**City’s Tunnel**”). City shall have no right of surface access to the Easement Area. City’s rights under this Deed may be exercised by City’s agents, utility operators, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of City (collectively, “**Agents**”).

2. **Subject to Superior and Existing Rights.** The rights granted by this Deed are expressly subordinate to Grantor's rights to use the surface and subsurface of the Easement Area for vehicular, pedestrian and utility purposes; provided, however, that such installation, operation, maintenance, repair, or replacement will not **(i)** endanger or damage City's Tunnel; **(ii)** require City to relocate, modify or remove City's Tunnel; or **(iii)** unreasonably restrict or interfere with City's rights under this Deed. The Easement is subject to any existing recorded property rights of third parties. City will be solely liable for its interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants will not **(a)** require City to relocate, modify, or remove City's Tunnel, **(b)** conflict with the terms of this Easement Deed, or **(c)** unreasonably restrict or interfere with City's rights under this Deed.

3. **Maintenance of Improvements.** Intentionally left blank.

4. **Indemnification.** City will indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from City's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its Agents.

5. **No Dumping or Hazardous Materials.** Neither Grantor nor City will cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

6. **Run with the Land.** The provisions, covenants, conditions, and restrictions provided in this Deed will be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and will burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed will include Grantor's agents and all successor owners of all or any part of the Easement Area.

7. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party will be in writing and will be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: **(a)** mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, will be deemed to have been received five (5) postal days after mailing; or **(b)** delivered by a nationally recognized overnight courier or delivery service will be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties will be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

**To GRANTOR:** Robert and Thuyen Ly Tsui  
495 Gaven Street  
San Francisco, CA 94134

**To GRANTEE:** General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13th Floor  
San Francisco, California 94102

With a copy to: Real Estate Director  
Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Email: [RES@sfwater.org](mailto:RES@sfwater.org)

And to: Attn: Real Estate /Finance  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102

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 email 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 email or telefacsimile copy of the notice.

**8. Abandonment of Easement.** Grantee may, at its sole option, abandon all or part of the Easement by recording a quitclaim deed. Upon abandonment of the Easement, City may, at its sole option, remove City's Tunnel or abandoned it in-place. Except as otherwise provided in this Deed, on recording such quitclaim deed, the affected Easement Area and all rights, duties and liabilities under this Deed with respect to such Easement Area shall be terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, shall be deemed abandonment of the Easement.

**9. Miscellaneous.**

**(a) Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

**(b)** Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance will be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Deed will be valid and enforced to the fullest extent permitted by law.

**(c)** Waivers. No waiver of any breach of any covenant or provision of this Deed will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

**(d)** Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California and City's Charter. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed will be brought in the California Superior Court in San Francisco.

*[SIGNATURES ON FOLLOWING PAGE]*

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

GRANTOR:

TSUI FAMILY TRUST, U.D.T.,  
dated March 31, 2018

By: \_\_\_\_\_  
ROBERT TSUI, Trustee

By: \_\_\_\_\_  
THUYEN LY TSUI, Trustee

ACCEPTED AND AGREED

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
DENNIS J. HERRERA  
General Manager  
San Francisco Public Utilities Commission

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

Authorized by SFPUC Resolution No. \_\_\_\_\_  
and Board of Supervisors Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney



**CERTIFICATE OF ACCEPTANCE**

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Easement Deed dated \_\_\_\_\_, from Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust, U.D.T., dated March 31, 2018, to the City and County of San Francisco, a municipal corporation (“City”), is hereby accepted by order of its Board of Supervisors’ Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, and approved by the Mayor on \_\_\_\_\_ 202\_\_, and City consents to recordation thereof by its duly authorized officer. Dated \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
Andrico Penick  
Director of Property

**EXHIBIT A  
LEGAL DESCRIPTION OF PIPELINE EASEMENT**

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

**PARCEL ONE:**

Beginning on the southeasterly line of Lot 22 where it intersects Gaven Street, as shown on that certain map filed in Book "Y" of Maps at pages 87 to 89 recorded October 7, 1992, in the Office of the Recorder of the City and County of San Francisco, California, said line and map being the basis of bearings for this description, thence along the southeasterly line of Lot 22 South  $43^{\circ}44'15''$  West 5.25 feet to the beginning of a non-tangent curve with a radial bearing of North  $11^{\circ}55'25''$  West;

thence along said non-tangent curve to the right, with a radius of 1,612.50 feet an angle of  $0^{\circ}59'43''$  a distance of 28.011 feet to the northwesterly line of Lot 22;

thence along said northwesterly line of Lot 22 North  $43^{\circ}44'15''$  East 33.28 feet to the line of Gaven Street, being a non-tangent curve with a radial bearing of North  $74^{\circ}42'11''$  East;

thence along said non-tangent curve to the left, with a radius of 36.00 feet an angle of  $26^{\circ}56'50''$  a distance of 16.931 feet to the point of beginning.

Containing 298.2 square feet, more or less.

APN: Lot 022, Block 5861.

  
\_\_\_\_\_

R. Edward Peterson PLS 8171

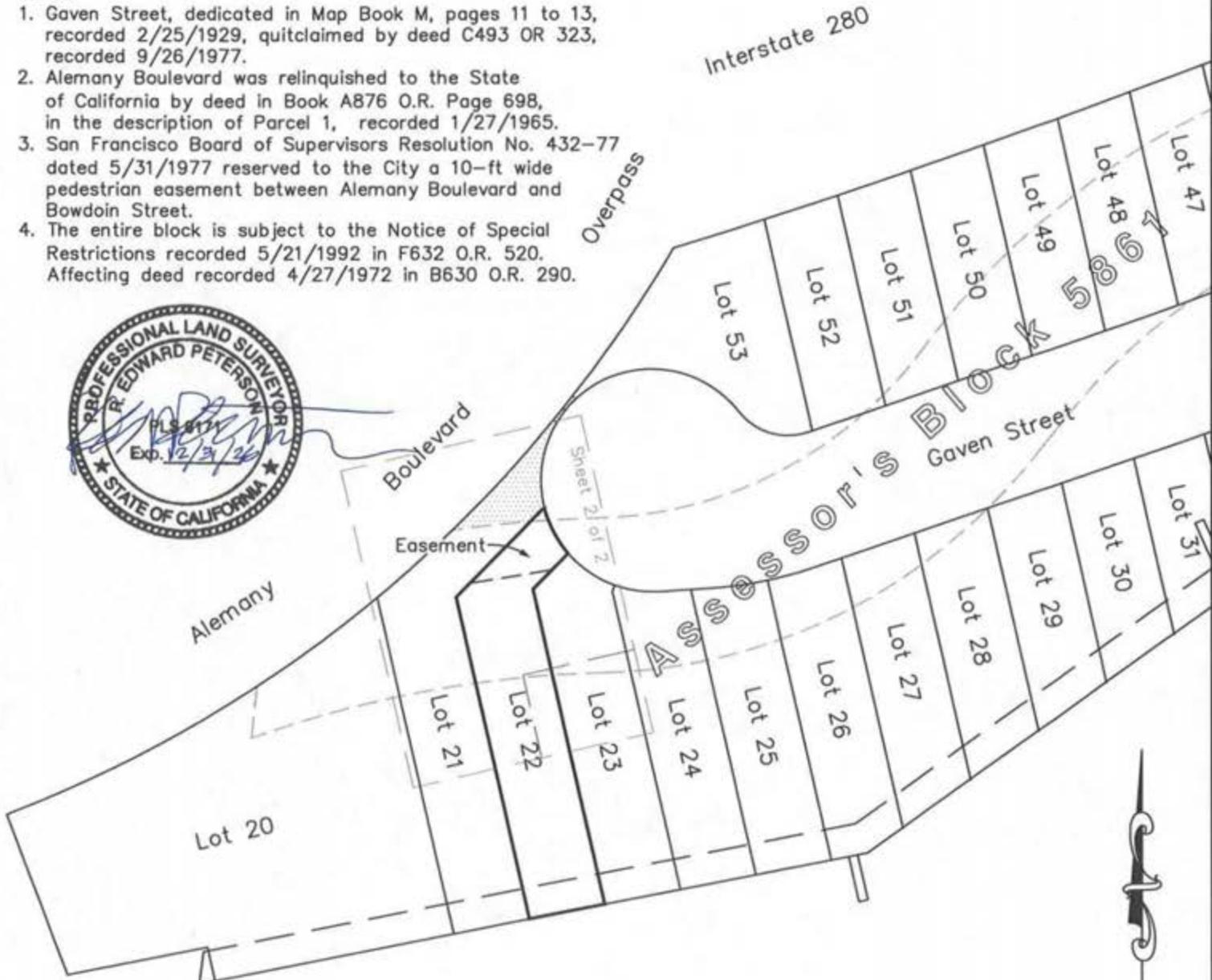
4/17/2025

Date



Notes:

1. Gaven Street, dedicated in Map Book M, pages 11 to 13, recorded 2/25/1929, quitclaimed by deed C493 OR 323, recorded 9/26/1977.
2. Alemany Boulevard was relinquished to the State of California by deed in Book A876 O.R. Page 698, in the description of Parcel 1, recorded 1/27/1965.
3. San Francisco Board of Supervisors Resolution No. 432-77 dated 5/31/1977 reserved to the City a 10-ft wide pedestrian easement between Alemany Boulevard and Bowdoin Street.
4. The entire block is subject to the Notice of Special Restrictions recorded 5/21/1992 in F632 O.R. 520. Affecting deed recorded 4/27/1972 in B630 O.R. 290.



Map of Gaven St. Subdivision

Scale: 1" = 50'

Sheet 1 of 2

LEGEND	
	Gaven Street as Quitclaimed in Book C493 O.R. 323
	Public Utilities Easement per Book Y of Maps pp. 87-89
	Area subject to Covenants per 5569 O.R. 103

City and County of San Francisco Public Utilities Commission San Francisco Water Department
Exhibit B Lower Alemany Pipeline 495 Gaven Street Lot 22 of Book Y of Maps Pages 87-89
City and County of San Francisco



Alemany

Boulevard

Overpass

Gaven Street

N74°42'11"E (R)

R=36.00'  
A=26°56'50"  
L=16.931'

N43°44'15"E  
33.28'

Easement Area  
298.2 square feet

R=1,612.50'  
A=0°59'43"  
L=28.011'

S43°44'15"W  
5.25'

P.O.B.

N11°55'25"W (R)

499 Gaven St.  
Block 5861, Lot 21

495 Gaven St.  
Block 5861, Lot 22  
Lands of  
Robert Tsui and  
Thuyen Ly Tsui  
as Trustees of the  
Tsui Family Trust, U.D.T.  
Doc. No. 2018598790

491 Gaven St.  
Block 5861, Lot 23

Scale: 1" = 10'

Sheet 2 of 2

LEGEND

- P.O.B. Point of Beginning
- Doc. No. Document Number
- (R) Radial Bearing



City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Exhibit B  
Lower Alemany Pipeline  
495 Gaven Street  
Lot 22 of Book Y of Maps Pages 87-89

City and County of San Francisco

**Exhibit C**

**Preliminary Title Report**

*[see attached]*



Issuing Policies of Chicago Title Insurance Company

Order No.: 15609461-156-TJK-JM

TO:

**Chicago Title Company**  
**One Embarcadero Center, Suite 250**  
**San Francisco, CA 94111**  
Phone: **(415) 291-5100**  
ATTN: **Terina J. Kung**

Title Officer: Jeff Martin  
Email: jeff.martin@titlegroup.fntg.com

Escrow Officer: Terina J. Kung  
Email: Terina.Kung@ctt.com  
One Embarcadero Center, Suite 250  
San Francisco, CA 94111  
(415) 291-5100

**PROPERTY ADDRESS: 495 Gaven Street, San Francisco, CA**

**PRELIMINARY REPORT**

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

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

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

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

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

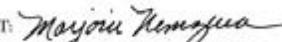
**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

Chicago Title Company

By:   
Authorized Signature



By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary



## PRELIMINARY REPORT

**EFFECTIVE DATE:** May 16, 2022 at 7:30 a.m.

**ORDER NO.:** 15609461-156-TJK-JM

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

**ALTA Extended Owner's Policy (7-1-21)**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A Fee**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

**Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust, U.D.T. ("Under Declaration of Trust"), dated March 31, 2018**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

LOT 22, as shown on that certain map entitled "Map of Gaven Street Subdivision", filed October 7, 1992, in [Book "Y" of Maps, at Pages 87](#) to 89, inclusive, in the office of the Recorder of the City and County of San Francisco, State of California.

[APN: Lot 022, Block 5861](#)

## EXCEPTIONS

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. The Land lies within the boundaries of a Mello Roos Community Facilities District ("CFD"), as follows:

CFD No:                   90-1  
For:                        School Facility Repair and Maintenance

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

Further information may be obtained by contacting:

Chief Financial Officer  
San Francisco Unified School District  
135 Van Ness Ave. – Room 300  
San Francisco, CA 94102  
Phone (415) 241-6542

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 

Granted to:               Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company  
Purpose:                   Public utilities  
Recording Date:         August 9, 1938  
Recording No:         [Book 3327, Page 227, of Official Records](#)  
Affects:                   Southeasterly 10 feet
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
 

Reserved by:             The City and County of San Francisco  
Purpose:                  Pedestrian Right of Way  
Recording Date:         December 30, 1977  
Recording No:         [A059471](#), Book C493, Page 323, of Official Records

The exact location and extent of said easement is not disclosed of record.

## EXCEPTIONS (Continued)

7. Notice of Special Restrictions under the City Planning Code of the City and County of San Francisco upon the terms and conditions contained therein

Recording Date: March 21, 1992  
Recording No.: [F124563](#), Book F632, Page 520, of Official Records

Reference is made to said document for full particulars.

8. Recitals as shown under "General Notes" on that certain map recorded October 7, 1992, Book Yof Maps, Pages 87 to 89, inclusive.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Peter Nauaughton and Bernadette Naughton, husband and wife and Joyce Construction, Inc., A California Corporation  
 Purpose: Ingress and egress  
 Recording Date: January 27, 1999  
Recording No.: [99-G505429-00, Book H309, Page 114](#), of Official Records  
 Affects: Northwesterly portion of said lot

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$48,837.78  
 Dated: July 27, 2018  
 Trustor/Grantor: Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust, U.D.T. ("Under Declaration of Trust"), dated March 31, 2018  
 Trustee: CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation  
 Beneficiary: CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation  
 Loan No.: 279641  
 Recording Date: August 10, 2018  
Recording No.: [2018-K654299-00](#), of Official Records

An assignment of the beneficial interest under said deed of trust which names:

Assignee: California Housing Finance Agency  
 Loan No.: 279641  
 Recording Date: October 8, 2020  
Recording No.: [2020027741, of Official Records](#)

An agreement recorded March 21, 2022 at [Recording No.: 2022028438, of Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: March 21, 2022  
Recording No.: [2022028437, of Official Records](#)

## EXCEPTIONS (Continued)

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$449,000.00  
 Dated: March 14, 2022  
 Trustor/Grantor: Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust, U.D.T. ("Under Declaration of Trust"), dated March 31, 2018  
 Trustee: Westcor Land Title Insurance Company  
 Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Lakeview Loan Servicing, LLC, a Delaware limited liability company  
 Loan No.: 7440636406  
 Recording Date: March 21, 2022  
Recording No: [2022028437, of Official Records](#)

NOTE: This loan appears to be registered with Mortgage Electronic Registration Systems, Inc., (MERS). The name, address and telephone number for loan servicing should be obtained from the MERS website: [www.mers-servicerid.org](http://www.mers-servicerid.org) or by calling, 1-888-679-MERS (1-888-679-6377), and referring to the Mortgage Identification Number (MIN) 1010298-0000630106-9.

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

13. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

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

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

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

15. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust, U.D.T. ("Under Declaration of Trust"), dated March 31, 2018

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

**EXCEPTIONS  
(Continued)**

16. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

---

**END OF EXCEPTIONS**

---

## NOTES

1. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 495 Gaven Street, San Francisco, CA, to an Extended Coverage Loan Policy.
2. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:  
  
No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
3. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
4. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:  
  

<u>Tax Identification No.:</u>	Lot 022, Block 5861
Fiscal Year:	2021-2022
1st Installment:	\$6,055.13
2nd Installment:	\$6,055.13
Exemption:	\$7,000.00
Land:	\$521,795.00
Improvements:	\$448,985.00
Code Area:	1000
Bill No.:	20210416016
5. There is no recorded Certificate of Energy and/or Water Compliance for the property described herein.
6. Requirement that a Transfer Tax Affidavit accompany every Deed (Grant Deed, Quitclaim Deed, Interspousal Deed) to be recorded in the City and County of San Francisco. This transfer Tax Affidavit is in addition to the change of ownership form (PCOR) and is required by the County Recorder. This item will not appear on any policy of title insurance.
7. Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:  
  
More than \$100 but Less than or Equal to \$250,000 at \$2.50 for each \$500 or portion thereof (\$5.00 per thousand)  
  
\$250,001 but Less than \$999,999 at \$3.40 for each \$500 or portion thereof (\$6.80 per thousand)  
  
\$1,000,000 or More but Less than \$4,999,999 at \$3.75 for each \$500 or portion thereof (\$7.50 per thousand)  
  
\$5,000,000 or More but Less than \$9,999,999 at \$11.25 for each \$500 or portion thereof (\$22.50 per thousand)  
  
\$10,000,000.00 or More but Less than \$24,999,999 at \$27.50 for each \$500 or portion thereof (\$55.00 per thousand)  
  
\$25,000,000.00 or More at \$30.00 for each \$500 or portion thereof (\$60.00 per thousand)  
  
NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.
8. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
9. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**NOTES**  
**(Continued)**

10. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
11. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
12. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
13. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
14. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
15. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

---

**END OF NOTES**

---

Jeff Martin/rn1

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



## **Notice of Available Discounts**

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Company**

CTC – Chicago Title company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company of California  
FNTCCA - Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company  
SLTC – ServiceLink Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC - Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
CTIC – Chicago Title Insurance Company

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## ATTACHMENT ONE (Revised 05-06-16)

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	<b>Your Deductible Amount</b>	<b>Our Maximum Dollar Limit of Liability</b>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

**EXCEPTIONS FROM COVERAGE**

{Except as provided in Schedule B - Part II, {t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

## {PART I

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

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

## PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

#### EXCEPTIONS FROM COVERAGE

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

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

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

## ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

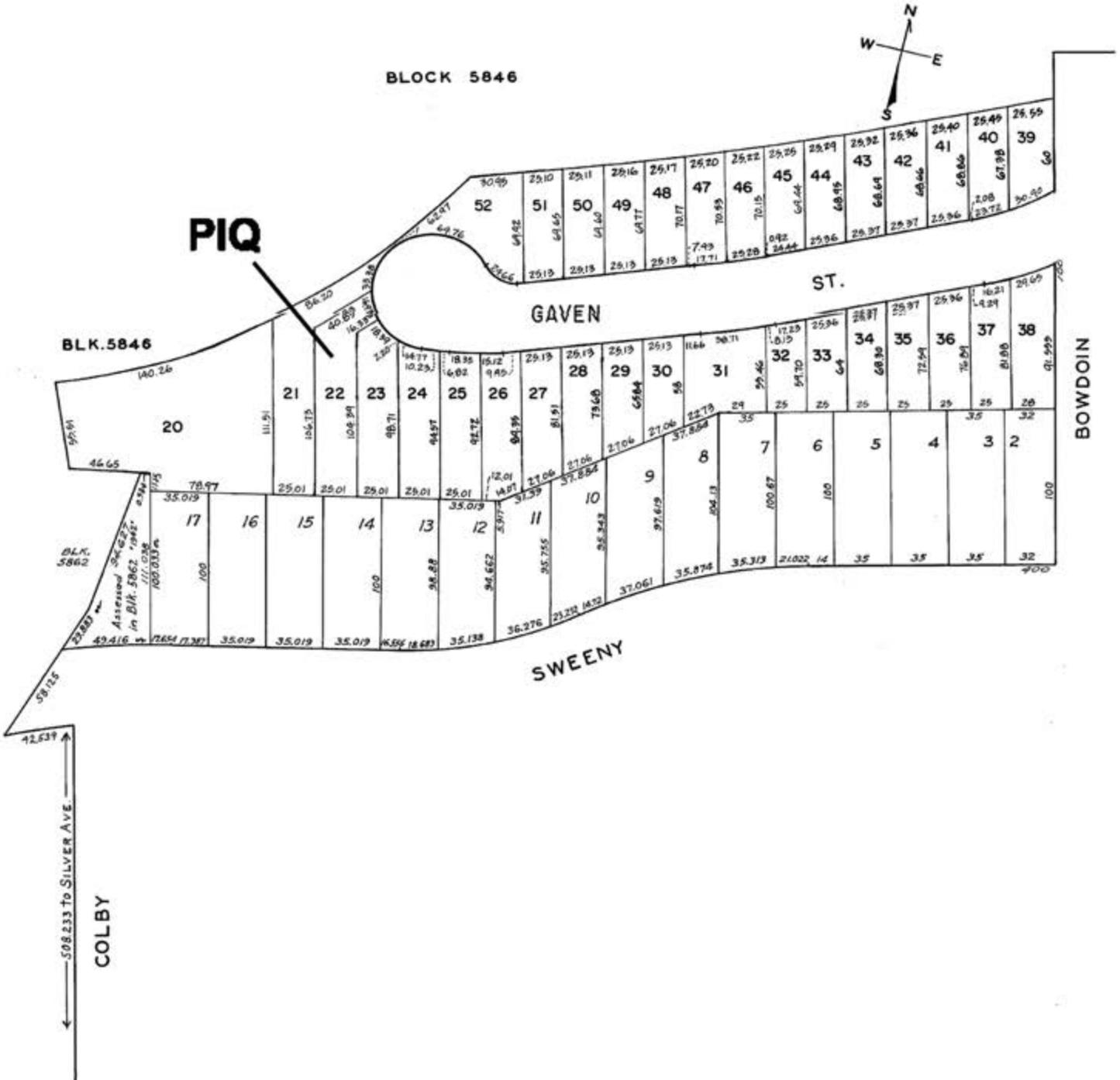
LOTS MERGED

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

5861

MC LAREN PARK TERRACE

REVISED '73  
" '78  
" '93



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**Exhibit D**

**Certificate of Transferor  
Other Than An Individual  
(FIRPTA Affidavit)**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the transferee of certain real property located in the City and County of San Francisco, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_  
("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is \_\_\_\_\_; and
3. Transferor's office address is \_\_\_\_\_  
\_\_\_\_\_.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: \_\_\_\_\_, 202\_\_.

On behalf of:

\_\_\_\_\_,  
[NAME]  
a \_\_\_\_\_,

By: \_\_\_\_\_,  
[NAME]

Its: \_\_\_\_\_

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

With a conformed copy to:

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

And to:

Robert and Thuyen Ly Tsui  
495 Gaven St.  
San Francisco, CA 94134

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: 5861-022

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ROBERT TSUI and THUYEN LY TSUI, as TRUSTEES of the TSUI FAMILY TRUST, U.D.T., dated March 31, 2018 (“Grantor”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“City”), through its Public Utilities Commission (“SFPUC”), a permanent tunnel easement (“Easement”) in, under, upon, along, and/or across certain portions of Grantor’s real property located in the City and County of San Francisco, State of California, more particularly described on the attached Exhibit A and depicted on the attached Exhibit B (the “Easement Area”).

Grantor will retain such rights and privileges to use the Easement Area as are not inconsistent with this Easement, subject to the conditions, covenants, and restrictions in this Deed. Grantor will not do or allow anything in, on, under, or about the Easement Area that could damage or interfere with City’s Facility (as defined in Section 1 [Nature of Easement]).

**1. Nature of Easement.** The Easement is a perpetual, nonexclusive easement in gross for the purposes of constructing, boring, installing, maintaining, operating, using, repairing, modifying, removing, and replacing a subsurface sewer tunnel (“City’s Tunnel”). City shall have no right of surface access to the Easement Area. City’s rights under this Deed may be exercised by City’s agents, utility operators, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of City (collectively, “Agents”).

2. **Subject to Superior and Existing Rights.** The rights granted by this Deed are expressly subordinate to Grantor's rights to use the surface and subsurface of the Easement Area for vehicular, pedestrian and utility purposes; provided, however, that such installation, operation, maintenance, repair, or replacement will not (i) endanger or damage City's Tunnel; (ii) require City to relocate, modify or remove City's Tunnel; or (iii) unreasonably restrict or interfere with City's rights under this Deed. The Easement is subject to any existing recorded property rights of third parties. City will be solely liable for its interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants will not (a) require City to relocate, modify, or remove City's Tunnel, (b) conflict with the terms of this Easement Deed, or (c) unreasonably restrict or interfere with City's rights under this Deed.

3. **Maintenance of Improvements.** Intentionally left blank.

4. **Indemnification.** City will indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from City's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its Agents.

5. **No Dumping or Hazardous Materials.** Neither Grantor nor City will cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

6. **Run with the Land.** The provisions, covenants, conditions, and restrictions provided in this Deed will be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and will burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed will include Grantor's agents and all successor owners of all or any part of the Easement Area.

7. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party will be in writing and will be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, will be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service will be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties will be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

**To GRANTOR:** Robert and Thuyen Ly Tsui  
495 Gaven Street  
San Francisco, CA 94134

**To GRANTEE:** General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13th Floor  
San Francisco, California 94102

**With a copy to:** Real Estate Director  
Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Email: [RES@sfwater.org](mailto:RES@sfwater.org)

**And to:** Attn: Real Estate /Finance  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102

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 email 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 email or telefacsimile copy of the notice.

**8. Abandonment of Easement.** Grantee may, at its sole option, abandon all or part of the Easement by recording a quitclaim deed. Upon abandonment of the Easement, City may, at its sole option, remove City's Tunnel or abandoned it in-place. Except as otherwise provided in this Deed, on recording such quitclaim deed, the affected Easement Area and all rights, duties and liabilities under this Deed with respect to such Easement Area shall be terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, shall be deemed abandonment of the Easement.

**9. Miscellaneous.**

**(a) Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance will be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Deed will be valid and enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision of this Deed will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

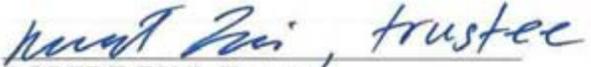
(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California and City's Charter. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed will be brought in the California Superior Court in San Francisco.

*[SIGNATURES ON FOLLOWING PAGE]*

Executed as of this 31 day of July, 20225

GRANTOR:

TSUI FAMILY TRUST, U.D.T.,  
dated March 31, 2018

By: , trustee  
ROBERT TSUI, Trustee

By: , Trustee  
THUYEN LA TSUI, Trustee

ACCEPTED AND AGREED

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
DENNIS J. HERRERA  
General Manager  
San Francisco Public Utilities Commission

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

Authorized by SFPUC Resolution No. \_\_\_\_\_  
and Board of Supervisors Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney

ACKNOWLEDGMENT

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 that document.

State of California )  
County of SAN FRANCISCO ) ss

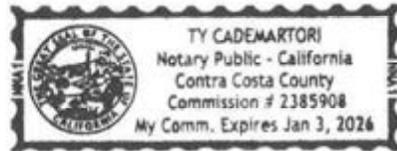
On 7/31/25, before me, TY CADEMARTORI, NOTARY PUBLIC,  
(insert name and title of the officer)

personally appeared ROBERT TSUI & THUYEN LY TSUI, 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)



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PIPELINE EASEMENT**

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

PARCEL ONE:

Beginning on the southeasterly line of Lot 22 where it intersects Gaven Street, as shown on that certain map filed in Book "Y" of Maps at pages 87 to 89 recorded October 7, 1992, in the Office of the Recorder of the City and County of San Francisco, California, said line and map being the basis of bearings for this description, thence along the southeasterly line of Lot 22 South  $43^{\circ}44'15''$  West 5.25 feet to the beginning of a non-tangent curve with a radial bearing of North  $11^{\circ}55'25''$  West;

thence along said non-tangent curve to the right, with a radius of 1,612.50 feet an angle of  $0^{\circ}59'43''$  a distance of 28.011 feet to the northwesterly line of Lot 22;

thence along said northwesterly line of Lot 22 North  $43^{\circ}44'15''$  East 33.28 feet to the line of Gaven Street, being a non-tangent curve with a radial bearing of North  $74^{\circ}42'11''$  East;

thence along said non-tangent curve to the left, with a radius of 36.00 feet an angle of  $26^{\circ}56'50''$  a distance of 16.931 feet to the point of beginning.

Containing 298.2 square feet, more or less.

APN: Lot 022, Block 5861.



R. Edward Peterson PLS 8171

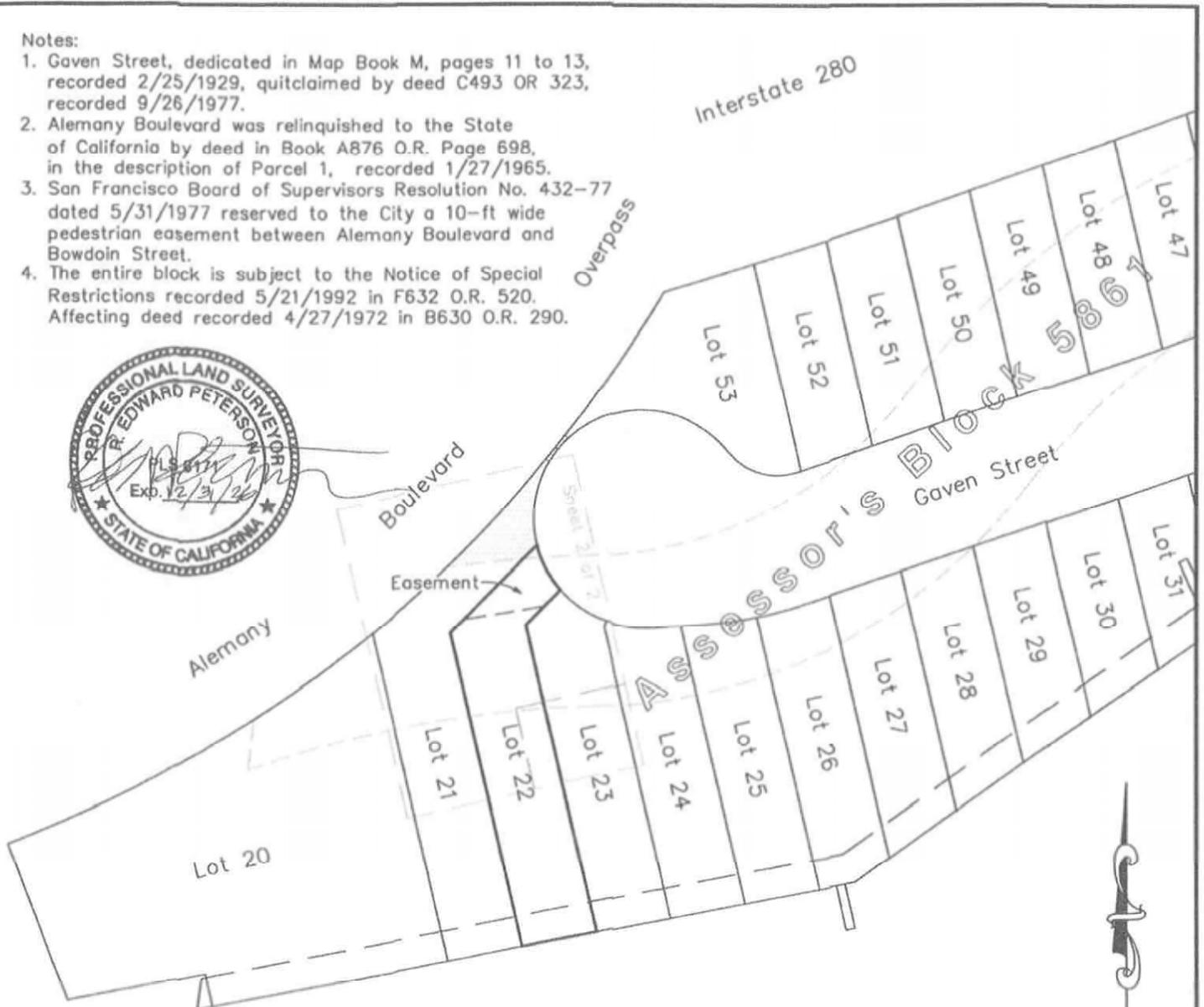
4/17/2025

Date



Notes:

1. Gaven Street, dedicated in Map Book M, pages 11 to 13, recorded 2/25/1929, quitclaimed by deed C493 OR 323, recorded 9/26/1977.
2. Alemany Boulevard was relinquished to the State of California by deed in Book A876 O.R. Page 698, in the description of Parcel 1, recorded 1/27/1965.
3. San Francisco Board of Supervisors Resolution No. 432-77 dated 5/31/1977 reserved to the City a 10-ft wide pedestrian easement between Alemany Boulevard and Bowdoin Street.
4. The entire block is subject to the Notice of Special Restrictions recorded 5/21/1992 in F632 O.R. 520. Affecting deed recorded 4/27/1972 in B630 O.R. 290.



# Map of Gaven St. Subdivision

Scale: 1" = 50'

Sheet 1 of 2

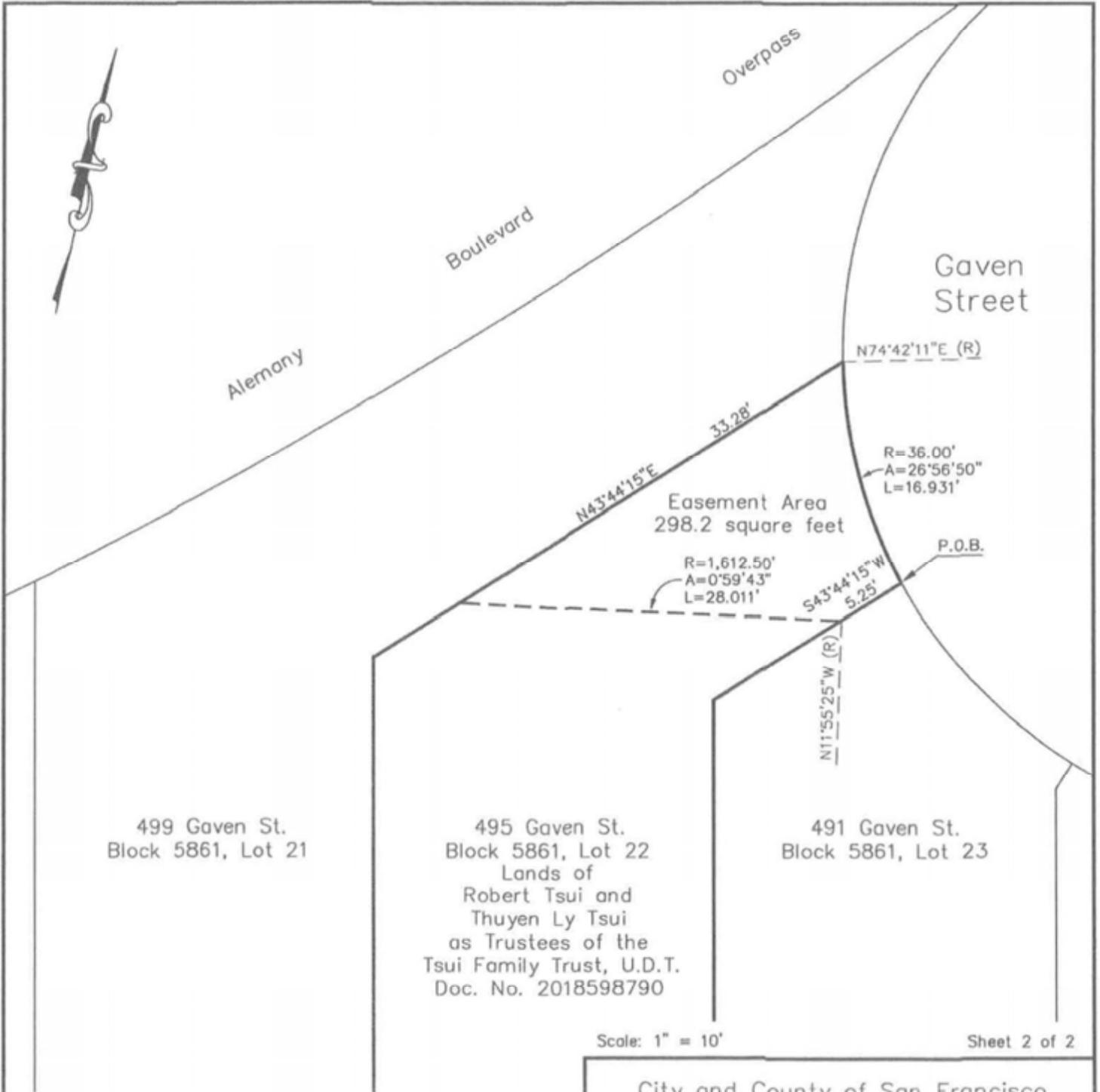
**LEGEND**

- Gaven Street as Quitclaimed in Book C493 O.R. 323
- Public Utilities Easement per Book Y of Maps pp. 87-89
- Area subject to Covenants per 5569 O.R. 103

City and County of San Francisco  
 Public Utilities Commission  
 San Francisco Water Department

Exhibit B  
 Lower Alemany Pipeline  
 495 Gaven Street  
 Lot 22 of Book Y of Maps Pages 87-89

City and County of San Francisco



499 Gaven St.  
Block 5861, Lot 21

495 Gaven St.  
Block 5861, Lot 22  
Lands of  
Robert Tsui and  
Thuyen Ly Tsui  
as Trustees of the  
Tsui Family Trust, U.D.T.  
Doc. No. 2018598790

491 Gaven St.  
Block 5861, Lot 23

Scale: 1" = 10'

Sheet 2 of 2

LEGEND

- P.O.B. Point of Beginning
- Doc. No. Document Number
- (R) Radial Bearing



City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Exhibit B  
Lower Alemany Pipeline  
495 Gaven Street  
Lot 22 of Book Y of Maps Pages 87-89

**CERTIFICATE OF ACCEPTANCE**

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Easement Deed dated \_\_\_\_\_, from Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust, U.D.T., dated March 31, 2018, to the City and County of San Francisco, a municipal corporation ("City"), is hereby accepted by order of its Board of Supervisors' Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, and approved by the Mayor on \_\_\_\_\_ 202\_\_, and City consents to recordation thereof by its duly authorized officer. Dated \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
Andrico Penick  
Director of Property





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

---

# **Lower Alemany Area Sewer Improvements Project Easement Acquisition San Francisco, California**

**February 11, 2026  
Dina Brasil, Right-of-Way Manager, Real Estate Services**

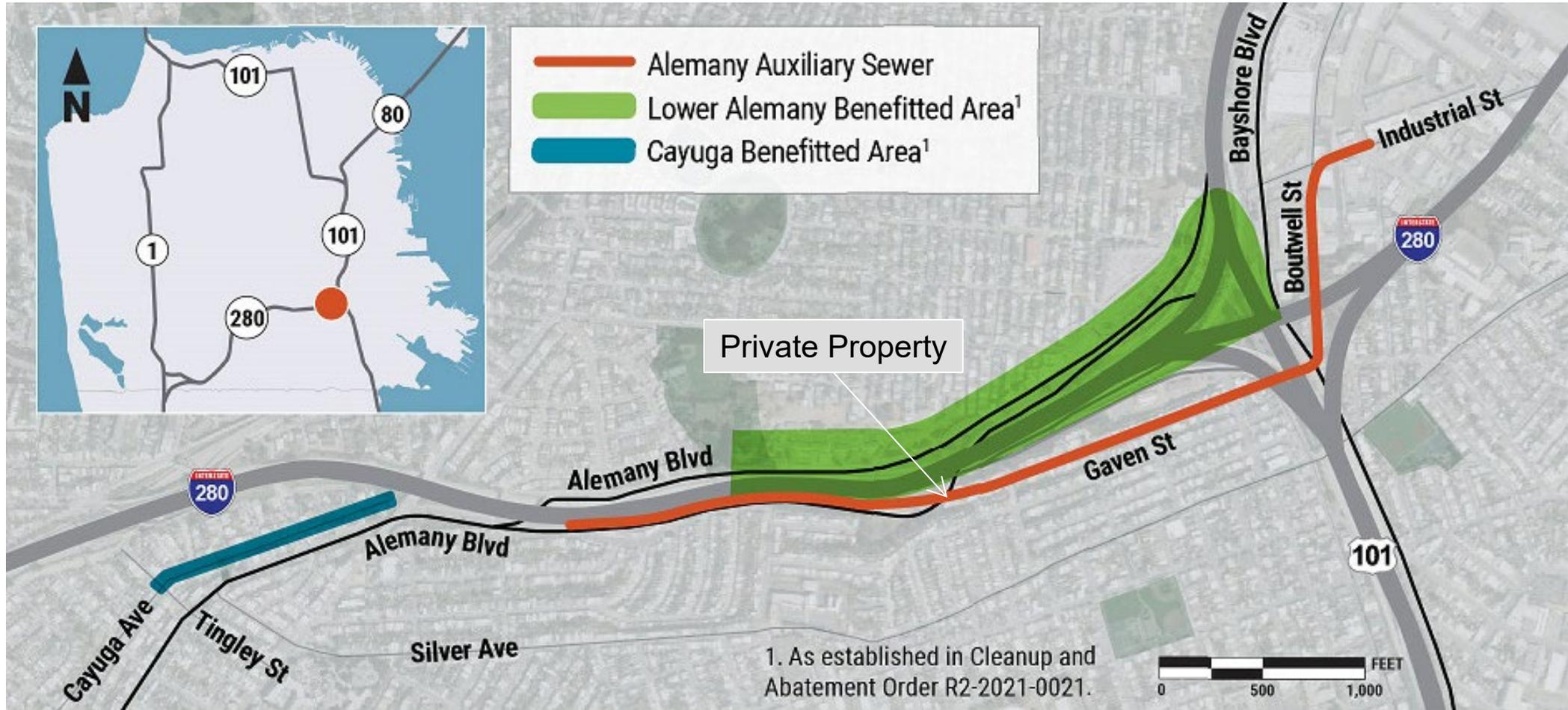
# Project Purpose

- The Lower Alemany area sits in the Islais Creek watershed and has historically flooded during large storm events.
- The project's primary objective is to address Sewer System Improvement Program (SSIP) Level of Service (LOS) goals of managing stormwater during a 5-year, 3-hour storm.
- The project complies with the regulatory requirements outlined in the 2021 Cleanup and Abatement Order agreed to between the Regional Water Quality Control Board (RWQCB) and the SFPUC.





# Project Location and Overview



# Impact to Private Properties

- Tunnel crosses beneath the driveways of three private residential properties.
- Over 50 feet deep.
- No excavation or disturbance on the surface of the properties.
- SFPUC requires an easement to install and operate the tunnel on each property.



# Easement on 499 Gaven Street (Hall)

## Seller:

- Waylen Ruiwei Hall, et al

## Location:

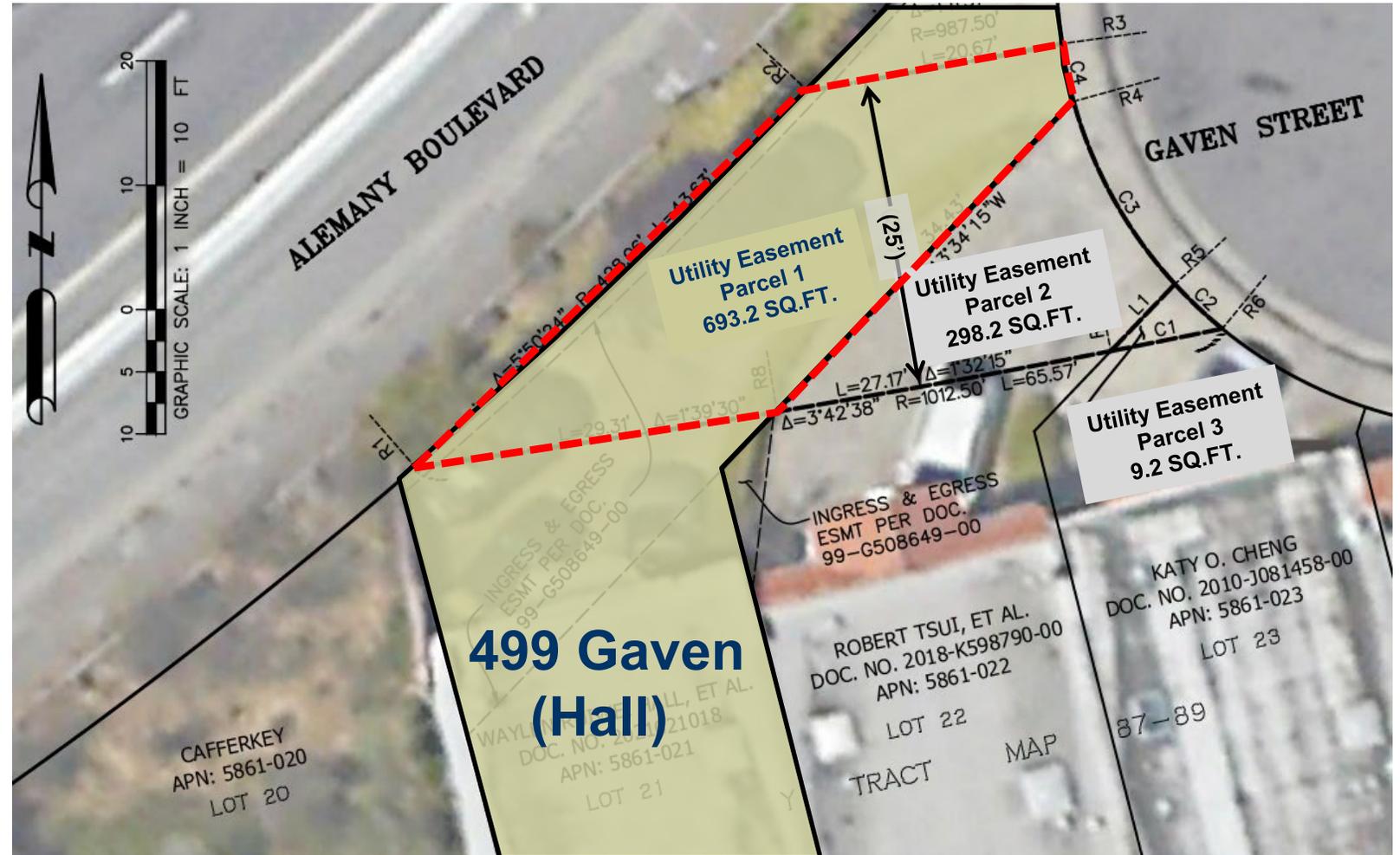
- 499 Gaven Street, San Francisco, California

## Size:

- 693.2 square feet

## Purchase Price:

- \$32,000





# Easement on 491 Gaven Street (Cheng)

## Seller:

- Katy O. Cheng

## Location:

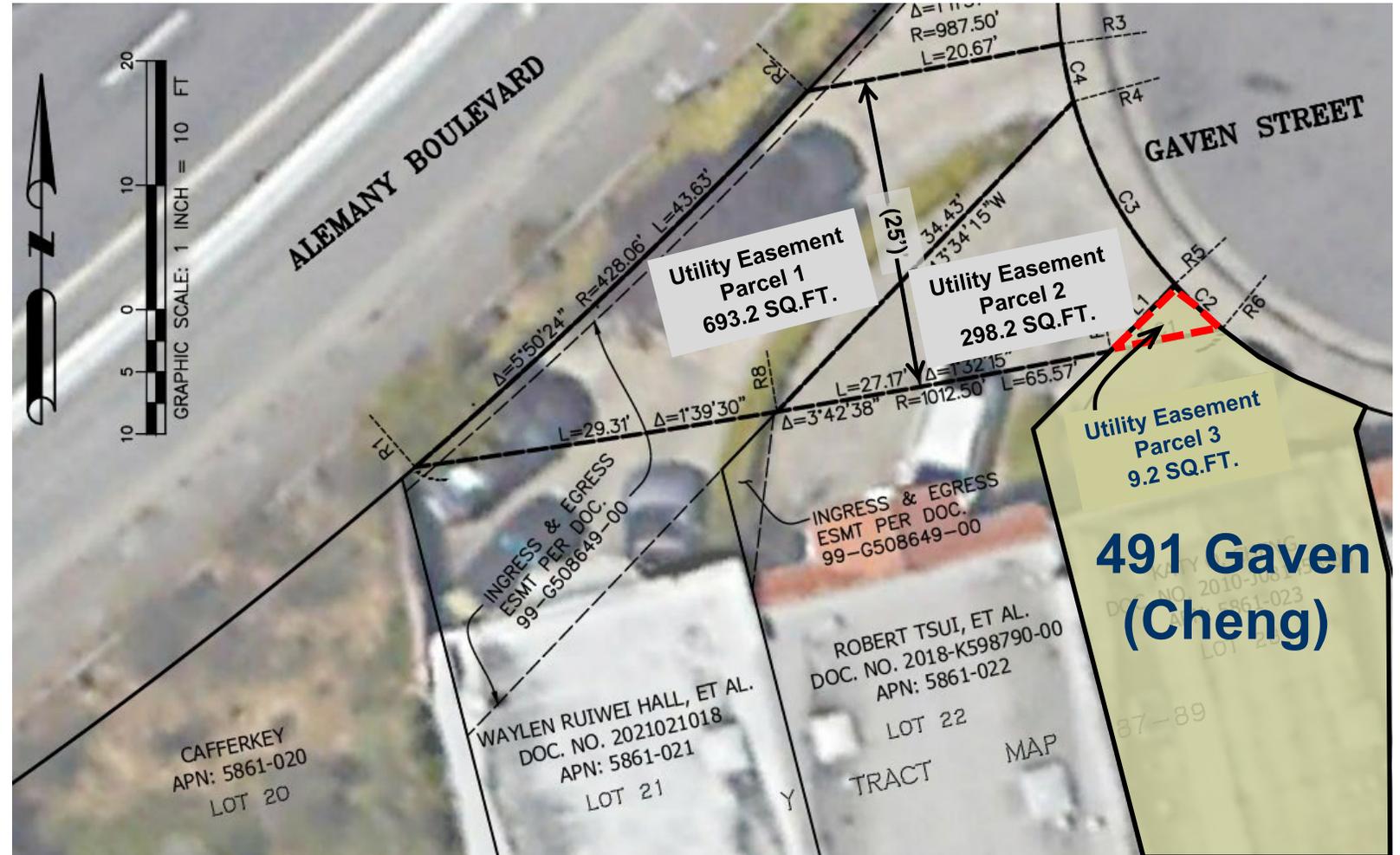
- 491 Gaven Street,  
San Francisco,  
California

## Size:

- 9.2 square feet

## Purchase Price:

- \$2,500



## CEQA

---

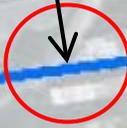
- On March 25, 2025, the San Francisco Planning Department determined the Project to be categorically exempt under the California Environmental Quality Act (CEQA) under Case No. 2023-000654ENV.
- On September 10, 2025, the San Francisco Planning Department filed the Notice of Exemption at the San Francisco County Clerk's office, and it was subsequently posted at the State Clearinghouse on September 11, 2025.



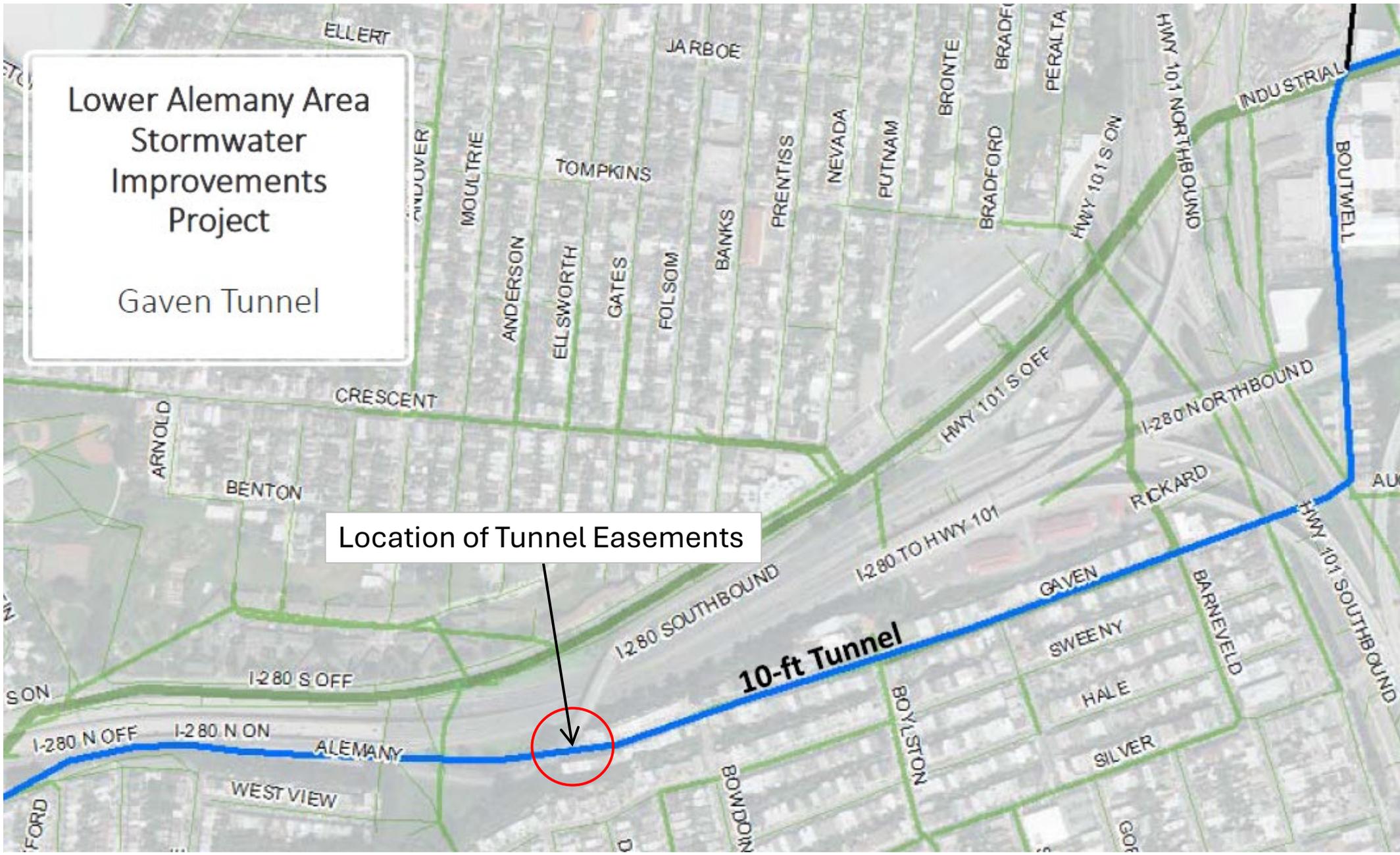
**Questions?**

Lower Alemany Area  
Stormwater  
Improvements  
Project  
Gaven Tunnel

Location of Tunnel Easements



10-ft Tunnel





# GENERAL PLAN REFERRAL

September 24, 2025

**Case No.:** 2023-000654GPR  
**Project Title:** Lower Alemany Stormwater Improvements  
**Block/Lot No.:** 5866/044-045, 5872/068-069, 5375/028, 5391/002, 5861/021-023  
And adjacent right-of-way  
**Project Sponsor:** San Francisco Public Utilities Commission  
**Applicant:** Suzanne Huang, San Francisco Public Utilities Commission  
shuang@sfgwater.org  
525 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA, 94102

**Staff Contact:** Dylan Hamilton – (628) 652-7478  
[dylan.hamilton@sfgov.org](mailto:dylan.hamilton@sfgov.org)

**Recommended By:**   
Joshua Switzky, Deputy Director of Citywide Policy for  
Sarah Dennis Phillips, Director of Planning

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

Please note that a General Plan Referral is a determination regarding the project’s consistency with the Eight Priority Policies of Planning Code Section 101.1 and conformity with the Objectives and Policies of the General Plan. This General Plan Referral is not a permit to commence any work or change occupancy. Permits from appropriate Departments must be secured before work is started or occupancy is changed.

## Project Description

The Project proposes to alleviate peak flooding in the Lower Alemany area of San Francisco during a 5-year storm. The project would involve constructing two new sewer lines: a 10-ft internal diameter Alemany Auxiliary Sewer (AAS) and a 6-foot diameter Cortland Auxiliary Sewer (CAS). The AAS would primarily occur along Gaven Street south of I-280 and along Boutwell Street northeast of the I-280/US-101 interchange. The AAS would be an approximately 1.26-mile-long stormwater sewer line that connects to the existing Alemany Sewer upstream and the Industrial Sewer and Islais Creek Transport/Storage downstream. The CAS would be approximately 0.12 mile

long and will connect with the existing Cortland Sewer upstream and the Industrial Sewer downstream. At the western terminus of the AAS, a new diversion structure with a weir would be installed to direct stormwater flows from the existing Alemany Sewer to the proposed AAS. When a storm event causes stormwater flows to rise, wet weather flows would flow over the weir and be diverted to the new AAS.

Up to four shafts would be constructed to facilitate construction of the tunnel portion of the AAS using either a tunnel boring machine (TBM) or a micro-tunnel boring machine (MTBM). If TBM tunnel excavation methods are used, the following shafts would be constructed: the Stoneybrook Shaft, Bayshore Shaft, and Boutwell Shaft. If MTBM tunnel excavation methods are used, an additional shaft (Bowdoin Shaft) would be established between the Stoneybrook Shaft and Bayshore Shaft to receive the MTBM. The diameter of the shafts would range between approximately 16 feet wide and approximately 32 feet wide and the shaft depths would range between approximately 15 feet deep to approximately 85 feet deep.

The CAS would have an inside diameter of 3.5 feet and a 6-foot inside diameter steel casing. The CAS would be constructed using a combination of trenchless and cut-and-cover methods.

Staging areas would occur on paved streets (including Alemany Blvd, portions of Gaven Street), a portion of the I-280 off ramp, and a grassy area that abuts Bayshore Blvd. within Caltrans right-of-way.

The proposed tunnel alignment crosses under the driveways of three private residential properties at the western terminus of Gaven Street. Prior to construction, the SFPUC must acquire permanent utility subsurface easements from private property owners located at Assessor's Parcel Nos. 5861-021, 5861-022, and 5861-023.

## Environmental Review

The project was determined to be categorically exempt under CEQA Guidelines sections 15301 and 15303 on 3/25/2025 (Planning Case No. 2023-000654ENV).

## General Plan Compliance and Basis for Recommendation

As described below, the proposed project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with 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.

### 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 3.2.9

Examine the risk of flooding and evaluate adaptation actions that will protect people and the built and natural environments to help inform land use, capital investment, and other policies.

*The Project will mitigate the effects of current and future flooding events.*

**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 3.3.1.

Reduce the risk of all hazards to community facilities and lifeline infrastructure, starting with Environmental Justice Communities.

## POLICY 3.3.2.

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

*The Project will improve a key utility system in a high-risk portion of San Francisco, which is identified as an Environmental Justice Community.*

**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:

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 will not impact existing neighborhood-serving retail or business. The project is focused on below-ground infrastructure.*

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 will help protect existing housing from flooding.*

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

*The Project will not be adding, demolishing, or in any way altering housing of any kind.*

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

parking;

*The Project will have no impact to commuter traffic, parking, or MUNI service.*

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 does not consist of any changes to industrial spaces.*

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

*The Project consists of below-grade infrastructure, and will not impact mobility or emergency evacuation in case of an earthquake*

7. That the landmarks and historic buildings be preserved;

*The Project will not have any impact on historic buildings or landmarks.*

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

*This Project consists of below-grade work that will not have any impact to sunlight or vistas for parks or any other resource.*

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



# CEQA CATEGORICAL EXEMPTION FORM

<b>Project Name</b>
SFPUC - Lower Alemany Area Stormwater Improvements Project
<b>Project Location</b>
Excelsior & Bayview Hunters Point neighborhoods, near intersection of US 101 and I-280
<b>Case Number</b>
2023-000654ENV
<b>Project Type</b>
<input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Replacement Facility/Equipment <input checked="" type="checkbox"/> Repair/Maintenance/Upgrade <input type="checkbox"/> Other: _____

## 1. Exemption Class

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

## 2. CEQA Impacts

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

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

- Soils Disturbance/Modification:** Would the project result in soil disturbance greater than 2 feet below grade in an archeological sensitive area or 8 feet in a non-archeological sensitive area?
- Slope/Geological Hazards:** If located on slopes of 20% or greater, in a landslide or liquefaction zone, does the project involve excavation of 50 cubic yards of soil or more, new construction, or square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint?
- Hydrology/Water Quality:** Would the project cause flooding impacts, violate water quality standards, result in on- or off-site erosion impacts, or otherwise substantially degrade water quality?
- Biology:** Would the project have the potential to impact sensitive species, rare plants or designated critical habitat? Is the project consistent with the applicable tree protection ordinance?
- Visual:** Is the project located within or adjacent to a designated scenic roadway, or would the project have the potential to impact scenic resources that are visible from public locations?
- Transportation:** Would project construction or operation have the potential to adversely affect existing traffic patterns, transit operations, pedestrian and/or bicycle safety (hazards), or the adequacy of nearby transit, pedestrian and/or bicycle facilities?
- Historical Resources:** Is the project located on a site with a known or potential historical resource?
- Other:** \_\_\_\_\_

### 3. Categorical Exemption Determination

- Further Environmental Review Required.**

Notes: \_\_\_\_\_

- No further environmental review is required. The project is categorically exempt under CEQA. No exceptions to the exemption apply and there are no unusual circumstances that would result in a reasonable possibility of a significant effect.**

*Timothy Johnston*  
Planner's Signature

3/25/2025

Date

Timothy Johnston, senior environmental planner

Name, Title

SFPUC public hearing

Project Approval Action

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



## PUBLIC PROJECT APPLICATION

The purpose of the Public Project Application is to collect all relevant information necessary for the Planning Department to appropriately conduct environmental review for a public agency project that does not require an entitlement decision from the San Francisco Planning Commission and/or review of a building permit by the department's Current Planning division. Unless otherwise specified by your liaison at Environmental Planning, please submit a completed Public Project Application, along with necessary materials to [CPC.EPIntake@sfgov.org](mailto:CPC.EPIntake@sfgov.org).

For projects requiring an entitlement and/or review by the department's Current Planning division, please complete a regular Project Application and submit according to the submittal instructions outlined in the application.

Once a project is received, you will be contacted regarding payment and/or any additional materials necessary. When payment and/or all missing materials are received, you will receive an email with the ENV case number and contact information for the assigned planner.

### PROJECT INFORMATION

#### Property Information

ProjectAddress: **Alemany Blvd, Gaven St., Industrial St., Bayshore Blvd., Courtland St., Industrial St.**

Block/Lot(s):

#### Applicant Information

Public Agency: **SFPUC**

Name: **Allison Chan**

Telephone: **415-554-3186**

Email Address: **AlChan@sfgwater.org**

### REQUIRED MATERIALS

- Electronic set of plans (11x17) Please see the Department's Plan Submittal Guidelines for more information.
- Photos of proposed work areas/project site.
- Necessary background reports and supplemental applications (specified in Environmental Evaluation Screening Form)
- MTA only: Synchro data for lane reductions and traffic calming projects.

## PROJECT INFORMATION

### PROJECT DESCRIPTION:

Please provide a narrative project description that summarizes the project and its purpose. If additional space is necessary, please attach a separate document with a complete project description.

The Project proposes to alleviate peak flooding in the Lower Alemany area of San Francisco during a 5-year storm. The project would involve constructing two new sewer lines: a 10-ft internal diameter Alemany Auxiliary Sewer (AAS) and a 6-foot diameter Cortland Auxiliary Sewer (CAS). The AAS would primarily occur along Gaven Street south of I-280 and along Boutwell Street northeast of the I-280/US-101 interchange. The AAS would be an approximately 1.26-mile-long stormwater sewer line that connects to the existing Alemany Sewer upstream and the Industrial Sewer and Islais Creek Transport/Storage downstream. The CAS would be approximately 0.12 mile long and will connect with the existing Cortland Sewer upstream and the Industrial Sewer downstream. At the western terminus of the AAS, a new diversion structure with a weir would be installed to direct stormwater flows from the existing Alemany Sewer to the proposed AAS. When a storm event causes stormwater flows to rise, wet weather flows would flow over the weir and be diverted to the new AAS.

Up to four shafts would be constructed to facilitate construction of the tunnel portion of the AAS using either a tunnel boring machine (TBM) or a microtunnel boring machine (MTBM). If TBM tunnel excavation methods are used, the following shafts would be constructed: the Stoneybrook Shaft, Bayshore Shaft, and Boutwell Shaft. If MTBM tunnel excavation methods are used, an additional shaft (Bowdoin Shaft) would be established between the Stoneybrook Shaft and Bayshore Shaft to receive the MTBM. The diameter of the shafts would range between approximately 16 feet wide and approximately 32 feet wide and the shaft depths would range between approximately 15 feet deep to approximately 85 feet deep.

The CAS would have an inside diameter of 3.5 feet and a 6-foot inside diameter steel casing. The CAS would be constructed using a combination of trenchless and cut-and-cover methods.

Staging areas would occur on paved streets (including Alemany Blvd, portions of Gaven Street), a portion of the I-280 off ramp, and a grassy area that abuts Bayshore Blvd. within Caltrans right-of-way.

## APPROVAL ACTION

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

**Project Approval Action:** SFPUC approval

**Will the approval action be taken at a noticed public hearing?**  Yes  No

\*If YES is checked, please see below. \*\*Email CPC.EPIntake@sfgov.org the date of approval

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

#### End of Calendar:

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

#### Individual calendar items:

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

## ENVIRONMENTAL EVALUATION SCREENING FORM

This form will determine the level environmental review is required. You will be contacted by CPC.EPIntake@sfgov.org with a payment request and planner contact information.

If you are submitting an application for entitlement, please submit the Project Application with either Building Permit or Entitlement Intake Appointment.

Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
<b>1a. General</b>	Estimated construction duration (months):	N/A	up to approx. 35 months
<b>1b. General</b>	Does the project involve replacement or repair of a building foundation? If yes, please provide the foundation design type (e.g., mat foundation, spread footings, drilled piers, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>1c. General</b>	Does Chapter 29 of the San Francisco Administrative Code apply to the proposed project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please attach feasibility study to application. If applicant is unclear about Chapter 29 applicability, please contact the city attorney assigned to advise your agency.  Planning will not accept the application without applicant verification that Chapter 29 does not apply, or a completed feasibility study.
<b>2a. Transportation</b>	Does the project involve a child care facility or school with 30 or more students, or a location 1,500 square feet or greater?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit an Environmental Supplemental- <a href="#">School and Child Care Drop-Off &amp; Pick-Up Management Plan</a> .
<b>2b. Transportation</b>	Would the project involve the intensification of or a substantial increase in vehicle trips at the project site or elsewhere in the region due to autonomous vehicle or for-hire vehicle fleet maintenance, operations, or charging?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Shadow</b> 	Would the project result in any construction over 40 feet in height?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, an initial review by a shadow expert, including a recommendation as to whether a shadow analysis is needed, may be required, as determined by Planning staff. (If the project already underwent Preliminary Project Assessment, refer to the shadow discussion in the PPA letter.)  An additional fee for a shadow review may be required.
<b>4. Biological Resources</b>	Does the project include the removal or addition of trees on, over, or adjacent to the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes:  Number of existing trees on, over, or adjacent to the project site: unknown at this time  Number of existing trees on, over, or adjacent to the project site that would be removed by the project: unknown  Number of trees on, over, or adjacent to the project site that would be added by the project:
<b>5a. Historic Preservation</b>	Would the project involve changes to the front façade or an addition visible from the public right-of-way of a structure built 45 or more years ago or located in a historic district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit a complete <a href="#">Historic Resource Determination Supplemental Application</a> . Include all materials required in the application, including a complete record (with copies) of all building permits.

 Please see the [Property Information Map](#) or speak with staff at the Planning Counter to determine if this applies.

Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
<b>5b. Historic Preservation</b> 	Would the project involve demolition of a structure constructed 45 or more years ago, or a structure located within a historic district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, a historic resource evaluation (HRE) report will be required. The scope of the HRE will be determined in consultation with <a href="mailto:CPC-HRE@sfgov.org">CPC-HRE@sfgov.org</a> .
<b>6. Archeology</b> 	Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeologically sensitive area or eight (8) feet below grade in a non-archeologically sensitive area?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, provide depth of excavation/disturbance below grade (in feet*):  Max depth of disturbance –85 feet for Stoneybrook Shaft <b>*Note this includes foundation work</b>
<b>7. Geology and Soils</b> 	Is the project located within a Landslide Hazard Zone, Liquefaction Zone or on a lot with an average slope of 25% or greater? ----- Area of excavation/disturbance (in square feet): <u>TBD</u> Amount of excavation (in cubic yards): <u>approx. 65,500 cy of material to be removed</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A geotechnical report prepared by a qualified professional must be submitted if one of the following thresholds apply to the project:  The project involves: <ul style="list-style-type: none"> <li>• new building construction, except one-story storage or utility occupancy;</li> <li>• horizontal additions, if the footprint area increases more than 50%;</li> <li>• horizontal and vertical additions increase more than 500 square feet of new projected roof area; or</li> <li>• grading performed at a site in the landslide hazard zone.</li> </ul> A geotechnical report may also be required for other circumstances as determined by Environmental Planning staff.
<b>8. Air Quality</b> 	Would the project add new sensitive receptors (residences, schools, child care facilities, hospitals residential dwellings, and senior-care facilities) within an Air Pollutant Exposure Zone?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, the property owner must submit copy of initial filed application with the Department of Public Health. More information is found <a href="#">here</a> .
<b>9a. Hazardous Materials</b>	Is the project site located within the Maher area or on a site containing potential subsurface soil or groundwater contamination and would it involve ground disturbance of at least 50 cubic yards or a change of use from an industrial use to a residential or institutional use?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, submit a <a href="#">Maher Application Form</a> to the Department of Public Health and submit documentation of Maher enrollment with this Project Application.  Certain projects may be eligible for a waiver from the Maher program. For more information, refer to the Department of Public Health's <a href="#">Environmental Health Division</a> .  <u>Maher enrollment may also be required for other circumstances as determined by Environmental Planning staff.</u>
<b>9b. Hazardous Materials</b>	Is the project site located on a Cortese site or would the project involve work on a site with an existing or former gas station, parking lot, auto repair, dry cleaners, or heavy manufacturing use, or a site with current or former underground storage tanks?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit documentation of enrollment in the Maher Program (per above), or a Phase I Environmental Site Assessment prepared by a qualified consultant.

 Please see the [Property Information Map](#) or speak with staff at the Planning Counter to determine if this applies.

March 24, 2025

Mr. Timothy Johnston, MP, Senior Environmental Planner  
Environmental Planning Division  
San Francisco Planning Department  
49 South Van Ness Avenue, Suite 1400  
San Francisco, CA 94103

RE: CEQA Categorical Exemption Request  
Lower Alemany Area Stormwater Improvements  
Project  
Project No.: 10034360  
Case No: 2023-000654ENV  
COA: 10034360 0001 20715 232146 15730

Dear Mr. Timothy Johnston:

The San Francisco Public Utilities Commission (SFPUC) requests review of the proposed Lower Alemany Area Stormwater Improvements Project (Project) under the California Environmental Quality Act (CEQA). The SFPUC requests San Francisco Planning Department – Environmental Planning Division (EP) concurrence that the proposed Project is categorically exempt under CEQA Section 15301, Class 1 (Existing Facilities) and Section 15303, Class 3 (New Construction or Conversion of Small Structures). Class 1 consists of minor alteration of existing public structures involving negligible expansion of existing or former use. Class 3 consists of construction and location of limited number of new, small facilities or structures, including “water main, sewage, electrical, gas and other utility extensions”.

The following analysis demonstrates the proposed Project qualifies for a Class 1 and Class 3 categorical exemption and none of the exceptions to the use of a categorical exemption applies to the Project. The Project would be conducted in compliance with applicable federal, State, and local regulations and under contractual provisions prohibiting work in violation of applicable regulations and plans.

**Daniel L. Lurie**  
Mayor

**Kate H. Stacy**  
President

**Joshua Arce**  
Vice President

**Avni Jamdar**  
Commissioner

**Steve Leveroni**  
Commissioner

**Dennis J. Herrera**  
General Manager



## **1. Project Setting**

### **1.1 Introduction, Project Location, and Background**

The San Francisco Public Utilities Commission (SFPUC) is proposing to implement the Lower Alemany Area Stormwater Improvements Project (Project) to manage stormwater to meet the SFPUC's Sewer System Improvement Program (SSIP) Level of Service goals in the Lower Alemany neighborhood.

The Project area sits in the Islais Creek watershed and historically floods during large storm events. During such events, flooding typically begins at the intersection of Alemany Boulevard and Ellsworth Street and continues beyond the U.S. 101 / Interstate 280 (I-280) interchange into Industrial Street and Bayshore Boulevard. The Project is generally located along Alemany Boulevard and Gaven Street (south of I-280) and Boutwell Street and Industrial Street east of the U.S. 101 and I-280 interchange.

### **1.2 Existing Sewer Facilities**

The SFPUC maintains a combined sewer system that collects and conveys storm runoff and sanitary sewage to various treatment plants within the City and County of San Francisco (City). A map of the existing sewer system in the Project area is shown in **Figure 1**. Existing stormwater management in the Project area consists of the Alemany sewer, built in 1960, which collects water from an upstream urbanized tributary area of approximately 3,000 acres. The Alemany sewer consists of a two-compartment 6-foot-wide by 11-foot-tall box sewer that crosses under I-280 from eastbound Alemany Boulevard to westbound Alemany Boulevard and then transitions into an approximately 8-foot-wide by 10-foot-tall single compartment box sewer. The single-compartment Alemany sewer continues for about 4,100 feet along Alemany Boulevard, eventually transitioning to a 12-foot-wide by approximately 9-foot-high sewer, which then transitions to a two-compartment 11-foot-wide by approximately 9-foot-high sewer (herein referred to as the Industrial sewer) before reaching the I-280/U.S.101 interchange.

Industrial sewer continues for 1,600 feet, where it connects to the 12-foot-wide by 16-foot-high Islais Creek transport/storage sewer on Barneveld Avenue and Industrial Street. The point at which the Industrial sewer connects to Islais Creek Transport/Storage is herein referred to as the Barneveld-Industrial connection structure. The 11-foot-wide by 9-foot-high two compartment Industrial sewer continues along Industrial Street and Selby Street for another 3,650 feet, where it transitions to a three-compartment 10-foot-wide by approximately 8-foot-high sewer at Selby Street and Galvez Avenue. It then continues for 770 feet along Selby Street and connects to the Islais Creek transfer/storage box system at Selby Street and Davidson Avenue.



Figure 1. Existing Sewers within Project Area

### 1.3 Relationship to the Sewer System Improvement Program

After recognizing the need to update the City's aging sewer infrastructure, the SFPUC began a 20-year capital improvement program, the SSIP, in 2011. The SSIP focuses on ensuring reliability, sustainability, and seismic safety for the City's sewer system. This includes managing stormwater and alleviating flooding by implementing grey (primarily focuses on rapid water removal through engineered systems like pipes) and green (manage water through natural processes like infiltration and vegetation, often capturing rainwater where it falls) infrastructure. The Project is one of many projects covered under the SSIP. The Project is intended to address the SSIP Level of Service goals of managing stormwater and protecting streets and properties along the project corridors from a statistically derived 5-year, 3-hour storm.

## 2. Project Description

### 2.1 Project Objective

The primary objective of the Project is to manage stormwater to meet SSIP Level of Service goals in the Lower Alemany neighborhood.

### 2.2 Project Components

The Project includes constructing a new, approximately 1.4-mile-long, Alemany auxiliary sewer. The Alemany auxiliary sewer alignment primarily occurs along Alemany Boulevard and Gaven Street (south of I-280), beneath U.S. 101, and along Boutwell Street and Industrial Street east of the I-280/U.S.-101 interchange. The Alemany auxiliary sewer would connect upstream to the existing Alemany sewer and downstream to the existing Barneveld Industrial Connection Structure, which includes the Industrial

sewer and the Islais Creek transport/storage sewer. The Project primarily includes construction of the following components:

- **Alemany Auxiliary Sewer – Tunnel and Shafts:** approximately 6,350 linear feet of 10-foot-inside-diameter tunnel and three associated construction shafts (referred to as Alemany shaft, Bayshore shaft, and Boutwell shaft) as well as five permanent vent shafts (referred to as Bowdoin vent shaft, West View vent shaft, Stonybrook vent shaft, Bayshore vent shaft, and Boutwell vent shaft<sup>1</sup>).
- **Alemany Auxiliary Sewer – Box Sewer:** approximately 1,000 linear feet of box sewer
- **Upstream and downstream sewer connections**

The Project components and existing sewer infrastructure are shown on **Figures 2 and 3**, respectively. Primary project components are summarized in **Table 1** and described in more detail below.



**Figure 2. Project Location and Proposed Project Components**

<sup>1</sup> The Bayshore and Boutwell vent shafts are not shown in Figure 2 but would be installed within the footprint of the Bayshore and Boutwell construction shafts near the end of construction.



Figure 3. Existing and Proposed Project Components<sup>2</sup>

<sup>2</sup> "ID" in the legend for Figure 3 refers to the "inside diameter" of the proposed vertical shafts.

**Table 1. Main Project Components and Associated Soil Disturbance Dimensions**

Project Component	Dimensions of Soil Disturbance
Alemany Auxiliary Sewer – Tunnel and Tunnel Lining	<p><u>Depth to Crown of Tunnel:</u> Approximately 19-91 feet below ground</p> <p><u>Depth to Bottom of Tunnel:</u> Approximately 31-103 feet below ground</p>
Alemany Auxiliary Sewer – Box Sewer and Foundation	<p><u>Cut-and-Cover Trench Dimensions:</u> Approximately 20 feet wide and 12.5-17.5 feet deep with sheet piles approximately 25 feet below the base slab of the box sewer</p> <p><u>Pile Foundations:</u> 2-foot diameter drilled pier concrete piles. Piles would be drilled up to 120 feet below ground.</p>
Alemany Auxiliary Sewer – Shafts	<p><u>Alemany Shaft:</u> Elliptical approximately 40 feet long, 32 feet wide (outside dimension), 76 feet deep; depth of 3-foot diameter secant piles would be approximately 86 feet.</p> <p><u>Bayshore Shaft:</u> Approximately 46.5 feet wide (outside diameter) and 66 feet deep; depth of 3-foot diameter secant piles would be approximately 76 feet.</p> <p><u>Boutwell Shaft:</u> Approximately 51.5 feet long by 30 feet wide by 19 feet deep; depth of 2.5-foot diameter secant and soldier piles would be approximately 36 feet.</p>
Upstream Connection	<p><u>Diversion Structure:</u> The structure would be about 75 feet long with two new 17- and 18-foot-wide by 8-foot-high openings in the south wall to allow flow from the existing sewer to enter the new connection chamber.</p> <p><u>Connection Chamber between Diversion Structure and Alemany Shaft (Drop Shaft):</u> Braced excavation would be approximately 16 feet wide, 50 feet long and 31-38 feet deep.</p>
Downstream Connection	<p><u>Demolished Portion of the Block-Out Structure:</u> Braced excavation approximately 30 feet long, 14.5 feet wide, and 13 feet deep.</p> <p><u>New Block-Out Connection:</u> Approximately 40 feet long and 20 feet wide with a depth of 16 feet. The braced excavation dimensions would be similar to those of the box sewer trench (20 feet wide and approximately 17.5 feet deep).</p>

To limit traffic disruptions along Alemany Boulevard during construction of the Alemany shaft and upstream connection and retrieval of the tunnel boring machine, a temporary paved road (shoofly) would be constructed (**Figure 4**). The shoofly would allow for construction activities to occur on Alemany Boulevard and avoid temporary closure of the roadway. The shoofly would be constructed north of Alemany Boulevard and south of the I-280 northbound shoulder. The shoofly would shift existing traffic north of the existing road by a width of approximately one lane and shoulder (11 feet wide + 7 feet wide) for a stretch approximately 500 feet long. Guard rail and a retaining wall would be installed along the northern portion of the shoofly to maintain the current grade of Alemany Boulevard.

## **2.2.1 Alemany Auxiliary Sewer**

### **2.2.1.1 Tunnel and Construction Shafts**

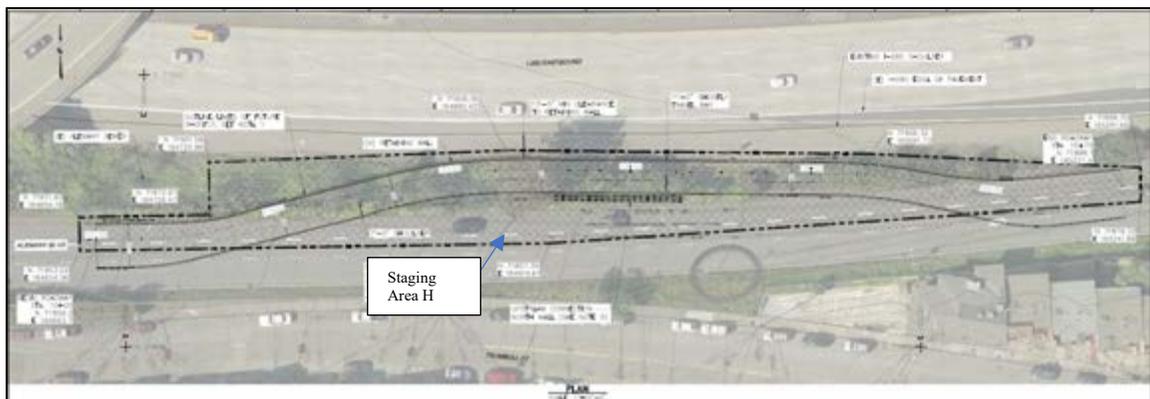
Construction of the Alemany auxiliary sewer would involve installation of approximately 6,350 linear feet of 10-foot-diameter tunnel for the Alemany auxiliary sewer and three associated vertical construction shafts. The tunnel would be constructed using a tunnel boring machine, with ground support<sup>3</sup> provided by either precast concrete segmental lining or concrete jacking pipe.<sup>4</sup> Three vertical construction shafts (Alemany, Bayshore, and Boutwell) would be constructed to provide means for the tunnel boring machine to enter or exit the tunnel (Figure 3). The Bayshore shaft would be a launch shaft for the tunnel boring machine, providing a portal for workers, equipment, materials, and supplies entering and leaving the tunnel during construction and removal of tunnel spoils. The Alemany and Boutwell shafts would be tunnel boring machine retrieval shafts.

The tunnel would be divided into two drives: North Drive and West Drive (Figure 3). The North Drive would extend from the Bayshore Shaft to the Boutwell Shaft, and the West Drive would extend from Bayshore Shaft to Alemany Shaft.

---

<sup>3</sup> The ground support method utilizing precast concrete segmental lining involves use of a tunnel boring machine where concrete segments are installed behind the tunnel boring machine to form a ring, which becomes the support structure of the tunnel.

<sup>4</sup> The concrete pipe jacking support involves constructing a concrete thrust slab in the shaft which would support the tunnel boring machine, allowing the machine to advance through the ground, creating a path for the pipe. The pipe is used to push the tunnel boring machine through the ground.



**Figure 4. Temporary Paved Road (Shoofly) and Staging Area H**

Prior to excavation activities at each shaft location, site preparation and utility relocation (including Pacific Gas and Electric Company [PG&E] gas and electric, power poles, and fiber optic lines) would be performed. Site preparation work would include clearing and grubbing and installation of temporary fencing around the work area. A temporary sound barrier would be installed along the south side of the Alemany staging area due to its proximity to sensitive receptors at this location (**Figure 5**). The temporary sound barrier would consist of H-piles placed in drilled holes (approximately 12 inches in diameter, 6 feet deep) and spaced approximately 8 feet apart. A noise absorbing fabric would be attached to the H-piles. The temporary sound barrier would be approximately 20 feet tall in order to reduce noise levels by a minimum of 10 decibels. The profile view of a typical sound barrier panel is shown in **Figure 6**.

Along the West Drive of the tunnel alignment, three small-diameter vent shafts (Stoneybrook, West View, and Bowdoin) and approximately 10 manholes would be installed via drilling methods. The purpose of these vent shafts is to allow air to enter the tunnel during initial filling (as a result of a large storm event) and when the tunnel is draining after the storm event. The vent shafts also allow air to be exhausted after the downstream end of the tunnel and box sewer fills and the Alemany auxiliary sewer fills to capacity. In addition, once tunneling work is completed, small vent shafts would be installed within the footprint of the Bayshore construction shaft and the Boutwell construction shaft. All above-grade vent shafts would be approximately 3 feet in diameter. The Stoneybrook vent shaft would be at grade, and the West View, Bowdoin, Bayshore, and Boutwell vent shafts would be approximately 3 feet above grade and have a dome-shaped cap. Due to proximity of the Bowdoin vent shaft to residences at the Gaven Street/Bowdoin Street intersection, temporary sound barriers would be installed during construction of the Bowdoin vent shaft in order to reduce noise levels by a minimum of 10 decibels (**Figures 7 and 8**).

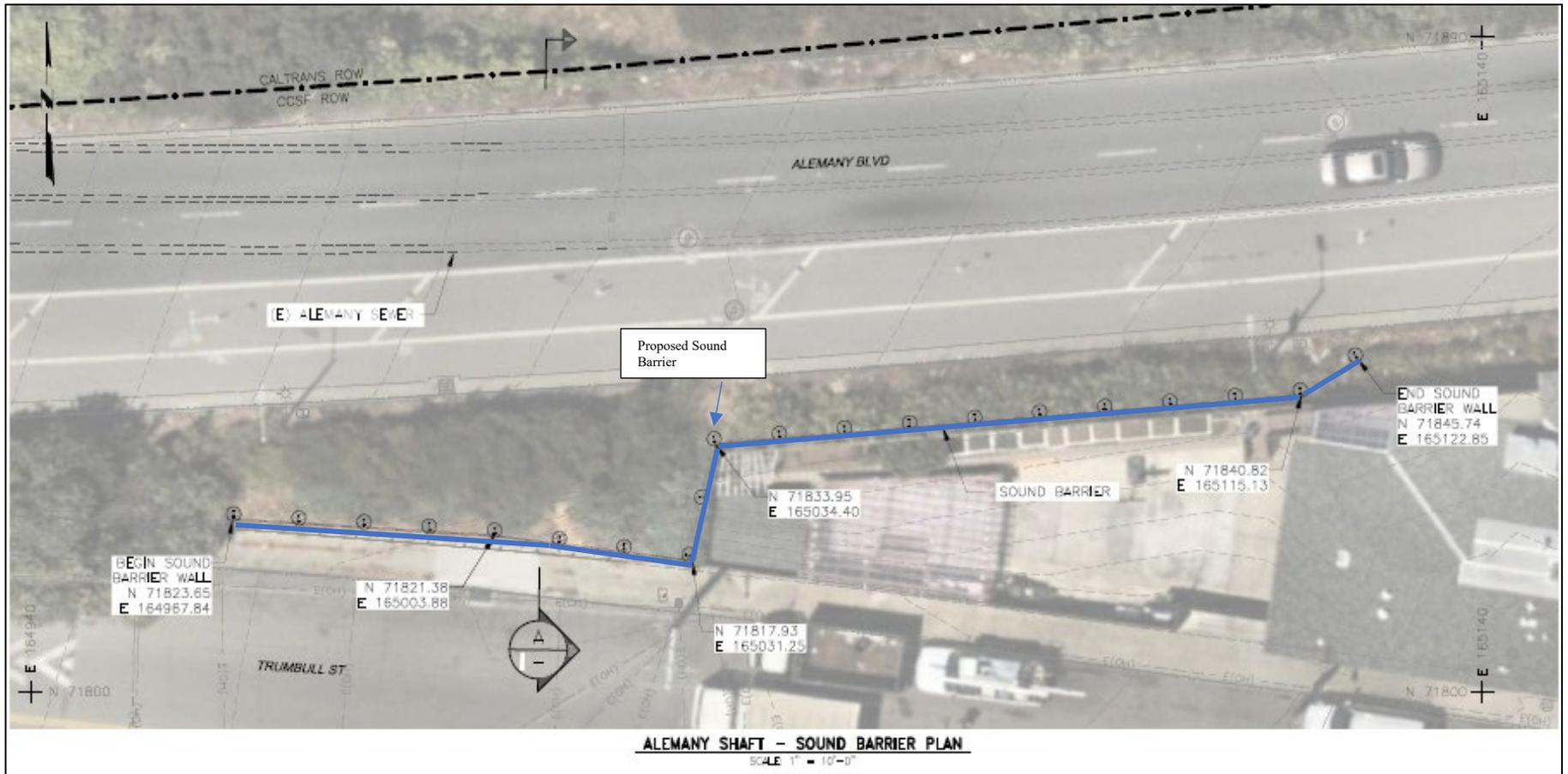
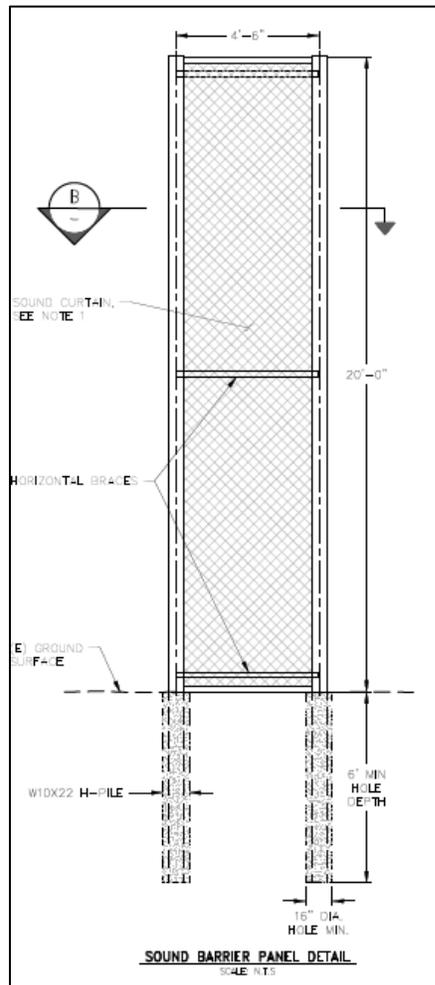


Figure 5. Plan View of Temporary Sound Barrier at Alemany Shaft Work Area



**Figure 6. Profile View of Temporary Sound Barrier Panel at Alemany Shaft Work Area**

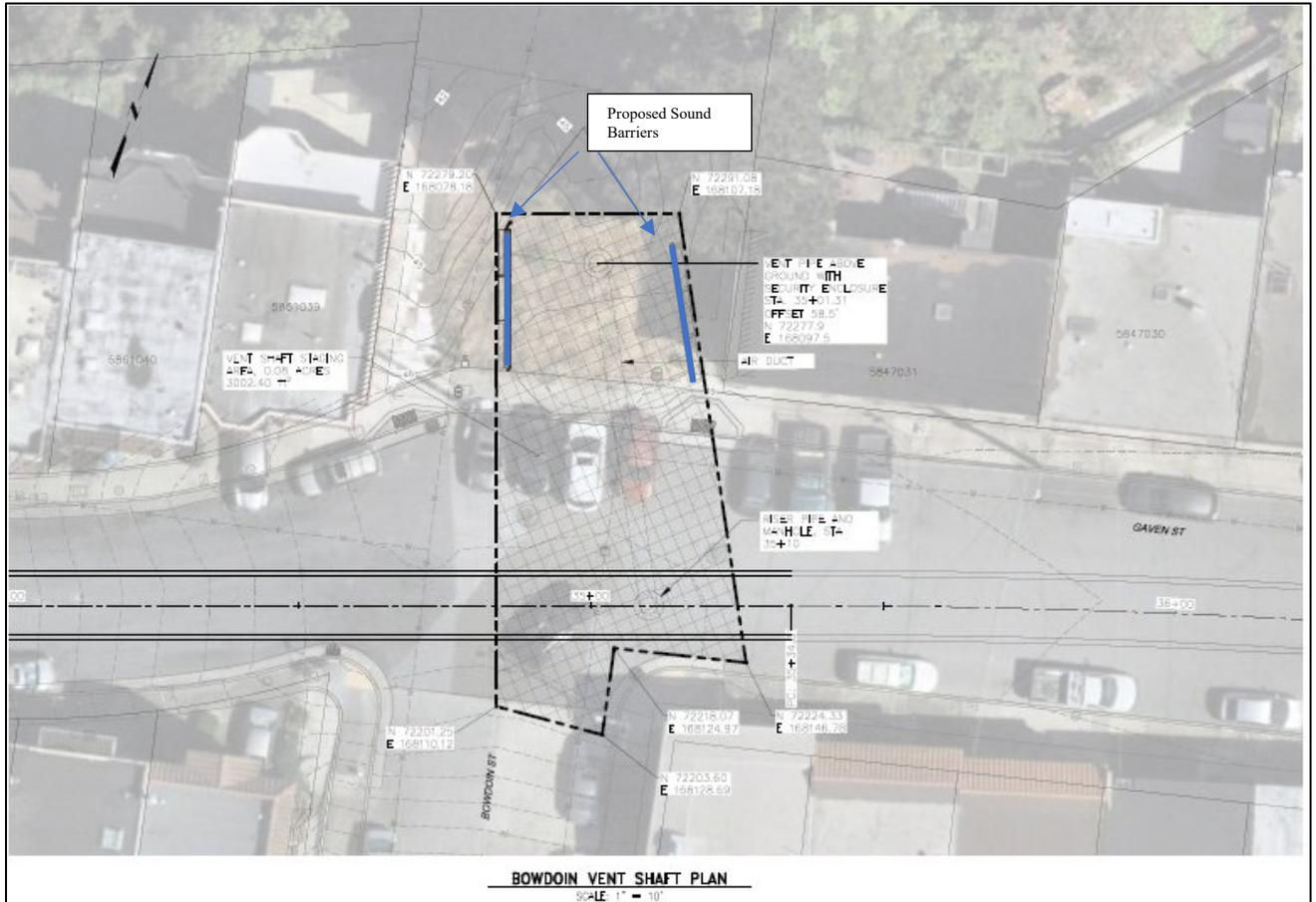
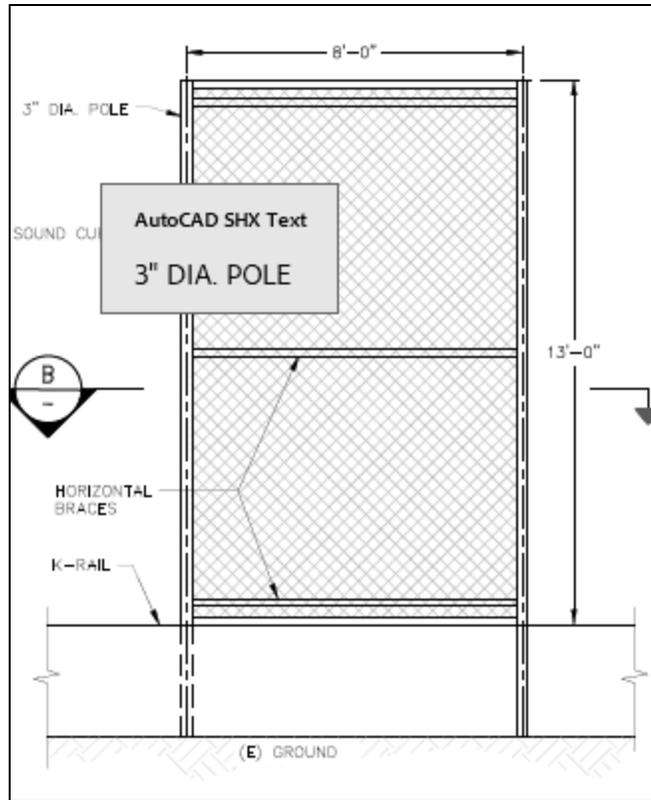


Figure 7. Proposed Sound Barrier Plan at Bowdoin Vent Shaft



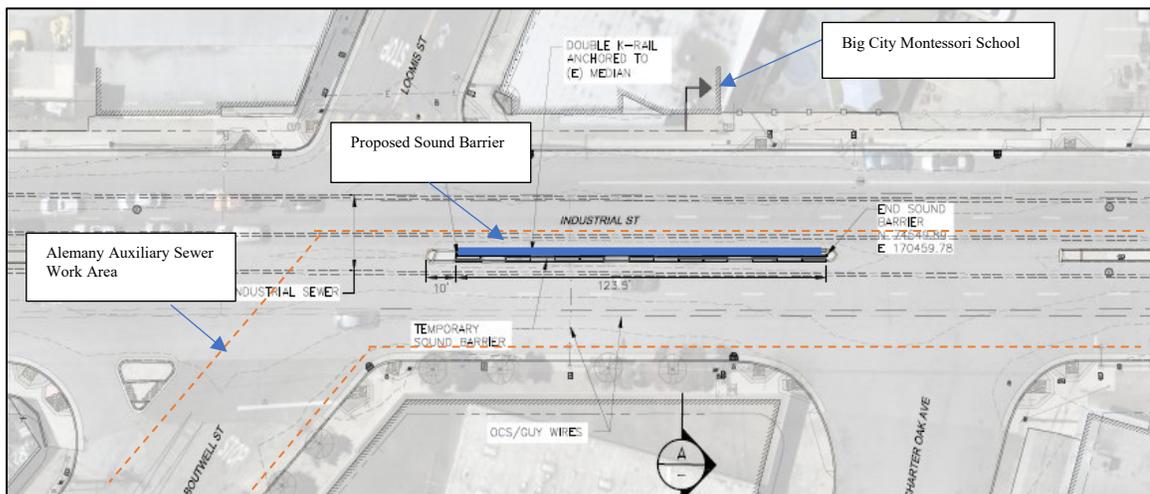
**Figure 8. Profile View of Proposed Sound Barrier Panel at Bowdoin Vent Shaft**

Approximately 61,800 cubic yards of soil and rock material would be excavated during tunnel and shaft excavation and construction of the shoofly; approximately 140 cubic yards would be reused onsite for the shoofly, requiring that the remaining 61,660 cubic yards be exported. The ground and excavated cuttings would be transported by pumping an engineered drilling fluid and slurry from the tunnel boring machine to the surface (within the Bayshore staging area). At the surface, the slurry would be fed through a slurry separation plant to remove the spoils/cuttings from the fluid. If an earth pressure balance tunnel boring machine is used, excavated material would be extracted via a screw conveyor and then transported underground by muck cars or a belt conveyor to the launch shaft. The muck material would then be placed into haul trucks and would subsequently be disposed of at a landfill (likely the Corinda Los Trancos Landfill in Half Moon Bay) or other designated disposal site. Contaminated muck would be placed in covered haul trucks and hauled offsite to an appropriate classification of landfill.

#### **2.2.1.2 Box Sewer Portion**

The box sewer portion of the Alemany auxiliary sewer would extend approximately 1,000 feet along Boutwell and Industrial Streets (between the Boutwell shaft and the existing Barneveld-Industrial connection structure). This portion of the alignment would consist of a single box sewer, 13 feet wide by 7 feet high.

Prior to installing the foundations for the box sewer, the median within Industrial Street near Big City Montessori School (at 240 Industrial Street) would be removed and a temporary sound barrier would be installed in order to reduce construction noise levels associated with drilling activities by a minimum of 10 decibels (**Figure 9**). The sound barrier would be approximately 13 feet tall and 120 feet long. The sound barrier would be comprised of a noise-absorbing fabric that is attached to 3-inch diameter poles and horizontal braces. The poles would be attached to K-rail barriers that are pinned to the existing median. The temporary sound barrier would be in place during the pile foundation work. Several utilities would be relocated including PG&E gas and overhead electric lines, SFPUC water, sewer, and emergency firefighting water supply lines, and fiber optic lines. An overhead track for electrified buses running along Industrial Street would also be de-energized and relocated to the north side of Industrial Street; this work would be coordinated with the San Francisco Municipal Transportation Agency. Abandoned railroad/trolley tracks in Boutwell Street would also be removed.



**Figure 9. Proposed Temporary Sound Barrier Plan on Industrial Street**

After installing the temporary sound barrier and relocating existing utilities, the general construction sequence for the box sewer would include the following:

- drilling and installing concrete pile foundations to support the new box sewer
- pre-drilling augured holes into the ground to minimize vibration effects associated with sheet pile installation
- installing sheet piles in pre-drilled auger holes using a crawling crane with vibratory hammer attachment
- installing the support of excavation for the cut-and-cover trench
- excavating the trench
- installing concrete foundation slab and box sewer via cast-in-place methods
- backfilling the trench, adding overburden fill, and repaving the road surface according to San Francisco Public Works (SFPW) Order No. 187,005.

Construction would start at the Barneveld-Industrial connection structure and advance west along Industrial Street and then south along Boutwell Street, ending at the Boutwell shaft. Some of the above-described construction activities would occur concurrently but at different portions of the alignment. Temporary lane closures would be required along Industrial Street throughout the duration of box sewer construction activities and would occur in coordination with San Francisco Municipal Transportation Agency (SFMTA); specific traffic requirements are summarized in Table 3.

Estimated trench dimensions and pile depths are described in Table 1. Approximately 25,000 cubic yards of spoil would be excavated and hauled off-site from the box sewer portion of the Alemany auxiliary sewer. Imported engineering fill material per San Francisco Public Works standard per SFPW Order No. 187,005 would be used as

backfill around the new box sewer. Approximately five manholes would be installed along the box sewer portion as construction progresses.

### **2.2.2 Upstream Sewer Connection**

After the Alemany shaft is used for tunnel construction, the interior portion of the shaft would be built out, and a 75-foot-long diversion structure/connecting chamber would be built between the existing sewer and the shaft. Openings in the south and center walls of the existing sewer would be cut out to allow flows between the existing sewer and to the new auxiliary sewer. The main function of the diversion structure/connecting chamber and drop structure is to divert wet weather (stormwater) flows from the existing Alemany sewer to the deeper tunnel. The shaft would include a drop structure and an opening space for air release during filling. This opening space would also serve as an access point for inspections and maintenance after the Alemany auxiliary sewer is placed into service. The diversion structure/connecting chamber would be built in a braced trench under Alemany Boulevard.

### **2.2.3 Downstream Sewer Connection**

A downstream connection would be established to convey stormwater flows from the new box sewer to the existing Industrial sewer and Islais Creek Transport/Storage via the existing Barneveld-Industrial connection structure. A 30-foot-long concrete wall that is part of the Barneveld-Industrial connection structure would be demolished, and the block-out structure south of the existing Barneveld-Industrial connection structure would be modified to facilitate connection with the new box sewer. The roof slab of the connection structure would be repaired in place.

### **2.2.4 Site Restoration**

Following completion of the Alemany auxiliary sewer, construction shafts, upstream and downstream connections, and vent shafts, repaving of affected streets would be conducted. Existing curb ramps, traffic islands, and other surface features would be restored according to San Francisco Public Works Code. Staging areas would be restored to their general pre-construction condition. Staging areas A, H, and E, which would be within California Department of Transportation (Caltrans) right-of-way, would also be restored to their general pre-construction condition (including similar landscaping and irrigation). Fencing along the Caltrans right-of-way would also be restored.

## **2.3 Construction Details**

### **2.3.1 Construction Schedule**

Construction is anticipated to last approximately 38 months, with some overlap of construction phases along the project alignment. The estimated construction phasing schedule is provided in **Table 2**.

**Table 2. Forecast Construction Phasing<sup>5</sup>**

<b>Construction Phase</b>	<b>Estimated Start Date</b>	<b>Duration (months)</b>	<b>Estimated End Date</b>
Site Preparation – Bayshore Shaft	March 2026	1	March 2026
Utility Relocation at Bayshore	March 2026	1	April 2026
Bayshore Shaft Construction	April 2026	11	March 2027
Site Preparation – Alemany Shaft – Sound Wall	March 2026	0.7	March 2026
Site Preparation – Alemany Shaft	March 2026	1	March 2026
Utility Relocation at Alemany	March 2026	1	April 2026
Alemany Shaft Construction	April 2026	9	January 2027
Alemany Shaft – Shoofly Construction	April 2026	0.5	April 2026
Site Preparation – Boutwell Shaft	January 2027	0.3	January 2027
Utility Relocation at Boutwell	January 2027	1	February 2027
Boutwell Shaft Construction	February 2027	4	June 2027
Secondary Staging Areas Site Preparation	March 2027	2	May 2027
Geotechnical Instrumentation Installation	May 2026	6	October 2026
Geotechnical Instrumentation Removal	November 2028	3	February 2029
Assemble TBM Jacking Station at Bayshore – 1 of 2	February 2027	3	May 2027
Mine/Add Backup/Learning Curve – Bayshore to Alemany	May 2027	3	August 2027
TBM Excavation/Support – Bayshore to Alemany	August 2027	9	May 2028
Remove/Disassemble TBM/Transport – 1 of 2	May 2028	2	July 2028
Remove Utilities and Clean Tunnel – 1 of 2	July 2028	1	August 2028
Assemble TBM Jacking Station at Bayshore – 2 of 2	August 2028	2	October 2028
Mine/Add Backup/Learning Curve – Bayshore to Boutwell	October 2028	3	January 2029
TBM Excavation/Support – Bayshore to Boutwell	December 2028	0.6	January 2029
Remove/Disassemble TBM/Transport – 2 of 2	January 2029	2	March 2029
Remove Utilities and Clean Tunnel – 2 of 2	January 2029	1	February 2029
Site Preparation – Open Cut Work	September 2026	0.5	September 2026
Open Cut Construction and Restoration – Alemany Diversion	September 2026	25	October /2028

<sup>5</sup> “TBM” signifies tunnel boring machine

Construction Phase	Estimated Start Date	Duration (months)	Estimated End Date
Open Cut Construction and Restoration – Barneveld-Industrial Connection Structure	September 2026	25	October 2028
Open Cut Construction and Restoration – Box Sewer Modification and Connection to Barneveld-Industrial Connection Structure	September 2026	25	October 2028
Upstream Connection Construction	October 2026	4	February 2029
Boutwell Shaft Cast-in-Place Transition Structure	January 2027	6	July 2027
Bayshore Shaft – Permanent Structure	January 2028	1	February 2028
Alemany Shaft – Permanent Structure	August 2028	5	January 2029
Weekend Maintenance <sup>a</sup>	June 2028	7	January 2029
Vent Shaft – Stoneybrook	May 2027	20	January 2029
Vent Shaft – Westview	January 2029	2	February 2029
Vent Shaft – Bowdoin	March 2029	2	April 2029
Vent Shaft – Bowdoin	December 2028	0.8	December 2028
<b>Total <sup>a</sup></b>	<b>March 2026</b>	<b>38</b>	<b>April 2029</b>

Source: Delve Underground September 2024

Notes:

- <sup>a</sup> For the purposes of this analysis, it is assumed limited weekend work may be required (up to 25 percent of Saturdays and 5 percent of Sundays). Weekend work would involve minor surface and underground work, cutter changes to the tunnel boring machine, or work of similar nature.
- <sup>b</sup> Due to overlap of phases, as shown in the start and end dates, total duration is not a sum of the individual construction phases. Exact schedule is based on best available information and subject to change.

Project activities would primarily be conducted between 7:00 a.m. and 7:00 p.m., Monday through Friday. Some weekend work (up to 25 percent of Saturdays and 5 percent of Sundays) may be required. Weekend work would involve minor surface or underground work, cutter changes to the tunnel boring machine, or work of similar nature.

Activities associated with connecting a relocated water line to existing 8-inch water mains would occur at night at four areas along Industrial Avenue and Boutwell Street. The connection work would take one night at each location and work is anticipated to take approximately four hours on average but could take up to nine hours. In addition, activities associated with temporarily relocating SFMTA’s overhead electric MUNI lines along Industrial Street would occur at night over a total of 50 days. The overhead electric line relocation work would occur in the vicinity of the Boutwell Street and Industrial Street intersection between 12:00 a.m. and 4:00 a.m. and includes approximately 27 consecutive nights to relocate electric lines to the northern side of Industrial Street, 4 consecutive nights to de-energize the lines, and 19 consecutive nights to restore the lines to pre-construction conditions.

In an effort to reduce noise levels at the Big City Montessori School, repaving of Industrial Street would occur on Saturday and Sunday.

### 2.3.2 Construction Workforce and Equipment Staging Areas

Between six and 32 workers would be required to support each construction phase per day; some construction phases would occur concurrently along the project alignment.

The following types of construction equipment are proposed for use:

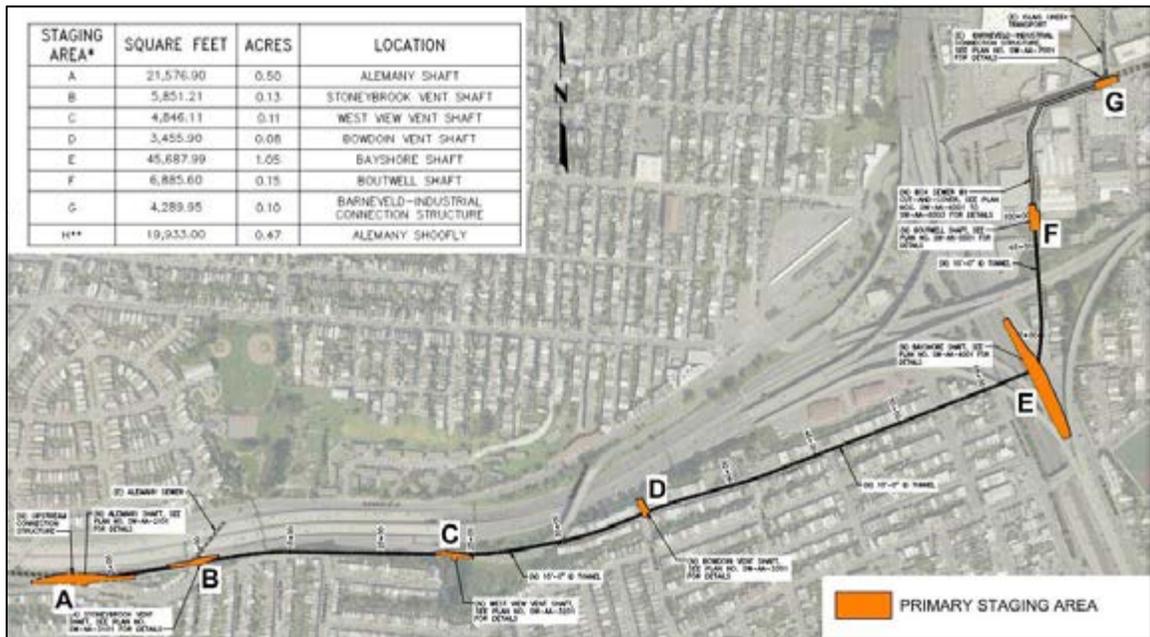
- Alimak elevator
- Asphalt truck
- Backhoe
- Bulldozer
- Compressor
- Concrete pump truck
- Crane
- Delivery trucks
- Drill rig / Secant pile drill rig
- Drum roller
- Generator
- Grout plant
- Loader
- Locomotive
- Paver
- Pump
- Scissor lift
- Shaft carousel
- Shotcrete plant
- Tunnel boring machine
- Vibratory roller
- Water treatment plant
- Welder

### 2.3.3 Site Access and Construction Staging Areas

Access to construction work areas would take place on city streets. Temporary staging areas would be established to store equipment and materials, and to park worker crew members' vehicles at eight primary staging areas (A-H) and at six secondary staging areas (1-6).<sup>6</sup> Prior to construction, vegetation clearing, scraping and grading may be needed at staging areas A, C, D, E, H, 1 and 6. Removal of small trees would be required at Staging Areas A, E, and H; tree trimming would be required at Staging Areas C and D. **Figures 10 and 11** show the locations and boundaries of the proposed primary and secondary staging areas, respectively. **Figure 12** shows the anticipated equipment layout for the Bayshore staging area (staging area E) during the tunneling phases. **Figure 13 through 15** show existing condition photos of staging areas A, E and F.

---

<sup>6</sup> Primary staging areas would be used for equipment laydown for various construction activities including shaft construction, launching and receiving of the tunnel boring machine, construction of the shoofly and upstream and downstream sewer connections. Potential off-site secondary staging areas have been identified for temporary storage of additional construction materials (not all secondary staging areas would be utilized).

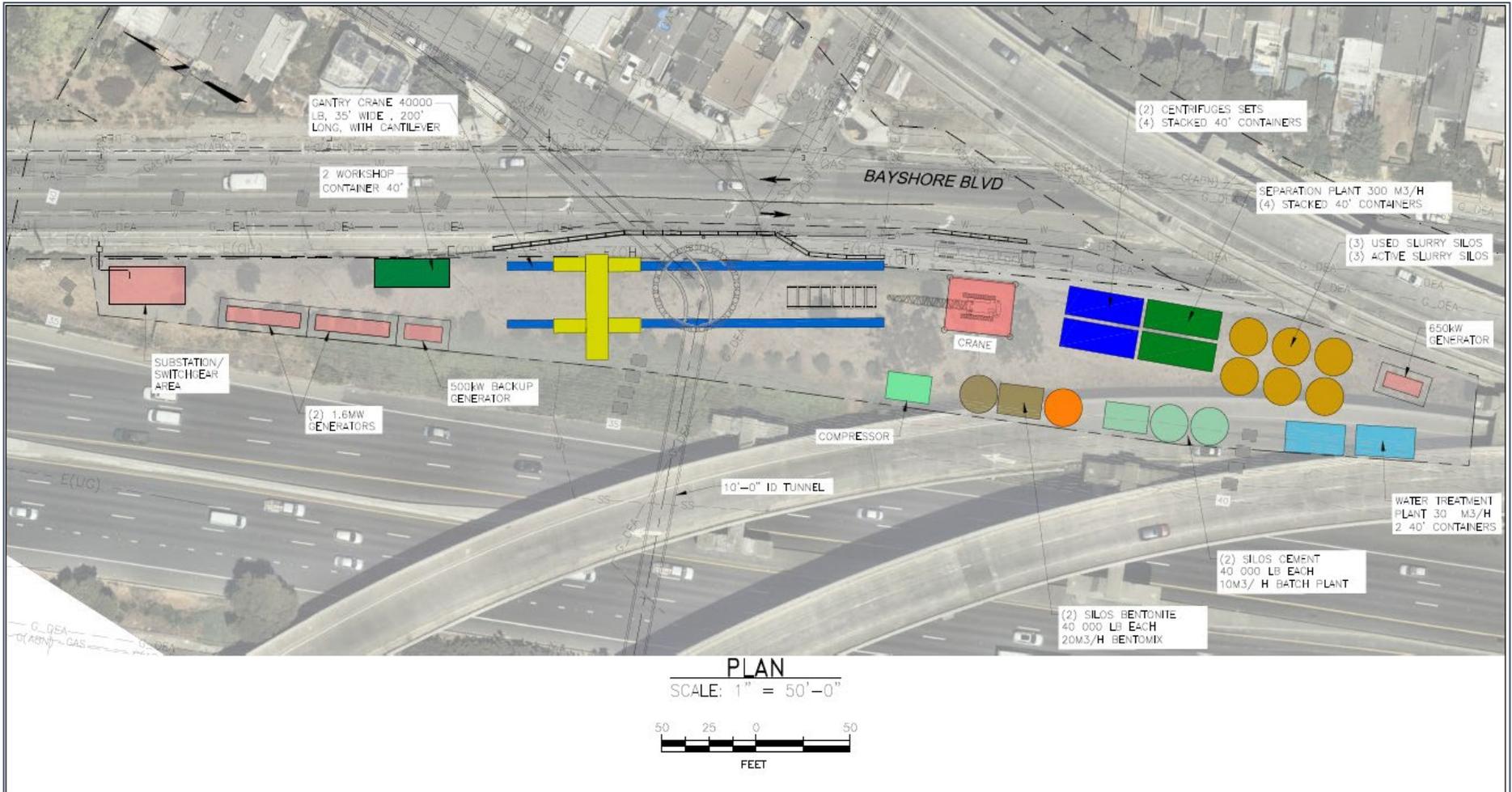


\*\* Staging Area H not shown for clarity; limits of Staging Area H shown in Figure 4.

Figure 10. Primary Staging Areas



Figure 11. Secondary Staging Areas



Note: Colors in figure represent types of equipment that would be laid out onsite.

Figure 12. Bayshore Shaft Staging Layout for Tunneling



**Figure 13. Photos of Staging Area A (Alemany Staging Area) Looking East (left) and Northeast (right)**



**Figure 14. Photos of Staging Area E (Bayshore Staging Area) Looking North (left) and South (right)**



**Figure 15. Photos of Staging Area F (Boutwell Staging Area) Looking North (left) and South (right)**

#### **2.3.4 Traffic Requirements**

Pursuant to SFPUC Standard Construction Measure 4 (also see sections 2.5 and 3.4, below), site-specific traffic control measures would be developed in coordination with SFMTA to manage traffic during project construction. Table 3 summarizes the SFMTA's traffic requirements along the Alemany auxiliary sewer alignment, which are based on the Analysis Alternative Report issued by SFPUC in 2020 and the 2022 traffic counts conducted along Alemany Boulevard and surrounding streets. Lane requirements are based on the Project's conceptual plans and are subject to change. Impacts to local MUNI lines are anticipated and coordination with SFMTA would continue during the design phase in order to meet the SFMTA requirements identified in Table 3.

**Table 3. Traffic Requirements and Restrictions During Construction**

Site and Street	Traffic Requirements
<b>Alemany Shaft</b>	
Alemany Boulevard (approximately 400 feet between Congdon Street and Stoneybrook Avenue)	Maintain one through lane on Alemany Boulevard eastbound via the proposed shoofly (temporary road to the north) at all times during construction.  Bike lane on Alemany Boulevard between Congdon St. and Stoneybrook Ave. will be moved to Trumbull Street with new signals at Congdon Street.
<b>Bayshore Shaft</b>	
Bayshore Boulevard/ Caltrans-Owned Shoulder	One traffic lane and one bike lane in each direction (northbound and southbound) at all times.
<b>West View Vent Shaft</b>	
Gaven Street	Two-way traffic maintained at all times.
<b>Box Sewer</b>	
Boutwell Street between Boutwell Shaft (end of block) and Industrial Street	Street closed during working hours (7:00 am – 7:00 pm, Monday through Friday and some weekends); coordinate with local businesses for local access via adjacent streets (Bayshore Boulevard and Charter Oak Avenue).
Industrial Street between Boutwell Street and Barneveld Avenue	Work will require converting one westbound lane into an eastbound lane to ensure one lane in each direction at all times. Some median demolition will be required for proper transitions for bus maneuver (Muni 24 bus runs over 24-hour period); coordination with Muni would be ongoing during construction.  Parking on either side of street prohibited during construction.
Industrial Street between Boutwell Street and Bayshore Boulevard	One lane open eastbound; full roadway westbound at all times (portion of westbound lanes would be temporarily affected by the median removal).
Charter Oak Avenue	Two-way traffic maintained at all times.

In addition to the temporary lane and street closures shown in Table 3, other traffic control measures would include parking restrictions. Temporary signage and flaggers would be used, and temporary barriers could be erected on heavily trafficked streets. While lanes on certain streets would be closed to the public, local access to residences and businesses would be coordinated and maintained for property owners and emergency services. Local access would be prioritized for emergency vehicles and property owners without alternative access on the opposite blocks such as the property owner at 1 Boutwell Street. As noted in Table 3, the SFPUC and the construction

contractor would coordinate with the SFMTA to minimize disruption and delay of traffic movement and transit service on affected streets.

## **2.4 Operations and Maintenance**

Once construction is completed, SFPUC staff would inspect the Alemany auxiliary sewer approximately once per year before the start of the wet season or when a problem is detected after a large storm event. SFPUC staff would access the auxiliary sewer via a removable panel on Boutwell Street, which would be constructed as part of the project. The sewer has been designed with a slope to maintain a flow velocity to keep the sewer free of debris. However, if large debris has entered the tunnel (e.g., wood, bikes, shopping carts), occasional debris removal may be required.

Limited sediment removal work may need to be performed an estimated frequency of once every 10 to 20 years. Such work would involve use of a skid steer loader, crane, winch, blowers, and/or jetter or vacuum truck. Each maintenance event would last approximately one to three days and involve removal of approximately 10 cubic yards of sediment and debris. The removable panels into the box sewer along Boutwell Street would be used as the main entry point. As described above, manholes would be installed at various vent shaft locations along the tunnel; they would be used for venting and communicating with the workers in the auxiliary sewer. The small-diameter manholes and/or vent shafts could be used to lower small tools if needed in the tunnel portion. Manholes would be provided at a general spacing every 300 feet along the box sewer for access. Clearing accumulated sediment in the Alemany auxiliary sewer would be done entirely from the Boutwell Street box sewer.

## **2.5 SFPUC Standard Construction Measures (SCMs)**

The SFPUC requires the Standard Construction Measures issued July 1, 2015 (on file at the Environmental Planning Division) be implemented for all projects, as applicable. The objectives of the SCMs are to reduce adverse environmental effects on existing resources during construction. The SCMs include activities such as early identification of sensitive environmental resources in the project area and incorporation of standard environmental best management practices into construction, such as implementing dust control measures to protect air quality, sediment and erosion control measures to protect water quality, and compliance with all local, State, and federal requirements regarding the transport, use, and hazardous materials disposal. These measures would be applied to this Project as well.

## **2.6 City Ordinances**

The Project would be subject to compliance with the City and County of San Francisco's ordinances. There are multiple ordinances designed to minimize environmental effects during construction. Principal among these applicable to the Project would be:

- San Francisco Environment Code Chapter 25, Clean Construction Ordinance, which establishes requirements for project sites in the Air Pollutant Exposure Zone;

- Ordinance No. 27-06, Construction and Demolition Debris Recovery Program, which requires that a minimum of 65 percent of a project's mixed construction and demolition debris be diverted from landfills (i.e., brought to a registered facility for recycling);
- San Francisco Health Code Article 22B: Construction Dust Control Ordinance;
- San Francisco Health Code Article 22A: Maher Ordinance (addressing subsurface hazardous materials); and
- Article 29 of the San Francisco Police Code, Noise Ordinance, which limits noise level from any one piece of equipment to 80 dBA at 100 feet (except impact equipment) and establishes allowable construction hours as 7 a.m. to 8 p.m.

## **2.7 Regulatory and Other Project Permits and Approvals**

There are no waters of the U.S. or State within the Project footprint. Therefore, the Project would not require a Clean Water Section 404 permit, Clean Water Act Section 401 Water Quality Certification, or Streambed Alteration Agreement. The Project is applying for Clean Water State Revolving Fund financing from the State Water Resources Control Board, which could include consultation with the U.S. Fish and Wildlife Service and State Historic Preservation Officer, as it deems necessary. The Project may also apply for funding from the U.S. Environmental Protection Agency (EPA) through the Water Infrastructure Finance and Innovation Act.

Prior to conducting work within Caltrans right-of-way, the project would be required to obtain an encroachment permit from Caltrans. The construction contractor would also obtain a construction site runoff control permit and batch wastewater discharge permit from the SFPUC's Wastewater Enterprise/Collection System Division (to protect water quality).

## **3. Environmental Information**

### **3.1 Introduction**

The following sections describe the potential environmental effects of the Project and were selected to provide context and to determine whether the Project meets any of the exceptions to using a categorical exemption listed under CEQA Guidelines Section 15300.2.

First, CEQA Guidelines Section 15300.2 states "Classes 3, 4, 5, 6, 11 and 32 are qualified by consideration of where the project is to be located... Therefore, these classes are considered to apply (sic) all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies." Based on the analysis presented in Sections 3.2 through 3.11, the Project is not located in an area of special significance; therefore, this exception does not apply.

Secondly, CEQA Guidelines Section 15300.2 states that a categorical exemption shall not be applied when the cumulative impact of successive projects of the same type in the same place, over time is significant. As described in Section 3.7 (Air Quality), the closest cumulative project is a residential development project (4100 Mission Street) that is approximately 1,800 feet (0.34 mile) away from the Project site. There are no cumulative sewer infrastructure projects of the same type within the Project site; therefore, this exception does not apply. For additional discussion regarding cumulative health risk impacts, see Section 3.7.3.1.

CEQA Guidelines Section 15300.2 also states that a categorical exemption shall not be applied to a project in the following circumstances: (1) a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcropping, or similar resources, within a highway officially designated as a scenic highway; (2) a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code; and (3) a project which may cause a substantial adverse change in the significance of a historical resource. Sections 3.2 (Aesthetics), 3.11 (Hazards and Hazardous Materials), and 3.4 (Cultural Resources), address these topics respectively, and describe how the Project would not meet the above-listed circumstances for exceptions.

In addition, the CEQA Guidelines Section 15300.2 states that a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The Project would be located within paved streets, underneath U.S. 101, parking lots, vacant industrial lots, or in open space within the public right-of-way. The Project is similar to other pipeline construction projects throughout the City, including recent tunnel constructions such as the WW-711 Wawona Area Stormwater Improvement and Vicente Street Water Main Replacement Project and the Folsom Area Stormwater Improvements Project. Based on the nature of the Project and its location, there are no unusual circumstances surrounding the Project that would suggest a reasonable possibility of a significant effect.

### **3.2 Land Use**

The Project is in the Lower Alemany neighborhood of San Francisco. Land uses in the project vicinity vary given the linear nature of the Project's footprint along two major transportation highways. A mix of commercial, industrial, single-family and multi-family residential uses surround the eastern portion of the Project (east of U.S. 101). West of U.S. 101 and south of I-280, land uses surrounding the Project are predominantly residential, with some commercial uses mixed in.

The Project would be constructed in accordance with the City's existing plans, policies, and regulations, such as the Clean Construction Ordinance, Construction and Demolition Debris Recovery Ordinance, Construction Dust Control Ordinance, San Francisco General Plan, the Bayview Hunters Point Area Plan of the San Francisco General Plan, and all other applicable local, State and federal laws such that there would be no conflict with applicable land use policies and objectives. The project would include construction of a new belowground auxiliary sewer to address historic flooding issues and meet the SFPUC's Level of Service goals in the Lower Alemany neighborhood. The

only permanent aboveground infrastructure would be four vent shafts (approximately 3 feet tall and 3 feet wide). These minor facilities would not physically divide a community or conflict with any plan, policy or regulation adopted for avoiding or mitigating an environmental impact.

For these reasons, no significant impacts to land use would occur.

### **3.3 Aesthetics**

There are no designated scenic vistas in the project vicinity from which the Project site would be visible. There are no officially designated scenic highways near the Project site, though the portion of I-280 near the Project site is considered eligible for designation as a State scenic highway.<sup>7</sup>

Construction activities and materials such as equipment and excavated spoils would be temporarily stored at staging areas described in the project description. Due to the speed of travel, motorists traveling on I-280 would have fleeting views of construction activities occurring within the Alemany staging area (staging areas A and H) and the temporary road realignment (shoofly). Motorists, bicyclists and pedestrians passing by the work areas would also have temporary views of staging areas and construction activities along Alemany Boulevard, Bayshore Boulevard, Gaven Street, Boutwell Street, and Industrial Street. In addition, the Project would implement SFPUC Standard Construction Measure 8, which would require the site and staging areas to be maintained in a clean and orderly state. With implementation of Standard Construction Measure 8 and because public views of the work areas would be fleeting (for motorists traveling on I-280) and temporary (for other passerby motorists, bicyclists, and pedestrians), the change in the aesthetic environment during construction would be temporary, and much of the work would be below grade and would not be visible. Therefore, no significant impacts related to damage to scenic resources and aesthetics during construction would occur.

Once construction is completed, most permanent Project facilities would be belowground and, as indicated above, the road surface would be restored to SFPW standards. The only aboveground project elements include four vent shafts that would be approximately 3 feet tall and 3 feet in diameter. As described above in Section 2, Project Description, these structures would be concrete and have a dome-shaped cap. The vent shafts would not be visible from any scenic roads or scenic vistas. Although the vent shafts would be visible from nearby public roads (e.g., Alemany Boulevard, Gaven Street, Bowdoin Street, Boutwell Street, and Bayshore Street), they are characteristic of other utility infrastructure commonly seen in urban environments. For this reason and due to the speed of travel of viewing motorists along nearby roads and their small scale, the vent shafts would not degrade public views of the surrounding area.

As noted above, ongoing maintenance of the Alemany auxiliary sewer (debris and sediment removal) would occur infrequently. Such activities would be performed in the vicinity of the shafts and manholes along the sewer alignments. Although equipment and

---

<sup>7</sup> California Department of Transportation. 2025. California State Scenic Highway System Map. Available: <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>. Accessed January 3, 2025.

maintenance activities would be publicly visible, this work would be short in duration (one to three days) at any one location.

Therefore, no significant impacts related to aesthetics would occur.

### **3.4 Cultural Resources**

In accordance with SFPUC Standard Construction Measure 9, the project was screened to assess if cultural resources are present and would be affected. For the reasons discussed below, the Project would not have a significant impact on cultural resources.

#### **3.4.1 Archaeological Resources**

Qualified archaeologists (from SF Planning and the environmental consulting firm AECOM) reviewed the project for potential effects on archaeological resources.<sup>8,9</sup> The Project's area of potential effects (APE) is linear and somewhat discontinuous. The Project's horizontal APE contains the entire project footprint, which consists of the Alemany auxiliary sewer, and the associated shafts, connections, and open-trench box sewer, primary and secondary staging areas, and the temporary shoofly. The subsurface vertical APE is the maximum depth of project disturbance for the various components, which is 103 feet below ground surface for the Alemany auxiliary sewer, 40 feet for the piles associated with the box sewer, and 80 feet belowground surface for the Alemany shaft.

##### **3.4.1.1 Background Research Summary**

Background research included a records search at the California Historical Resources Information System (CHRIS) Northwest Information Center (NWIC), a review of historical maps, historical aerial photographs, soils data, geologic mapping, and review of San Francisco Planning Department's cultural resources database.

The NWIC records search identified one Native American archeological resource in the APE, CA-SFR-3 – a Native American shellmound site on the south bank of Islais Creek, north of Sweeny Street. A second Native American archeological resource, CA SFR-17, was identified approximately 80 feet north of the APE. However, based on review of archival data and field observations, the plotting of CA-SFR-3 appears to be incorrect and the result of mis-plotting of CA-SFR-17, and is actually not within the APE.

According to the citywide archeological sensitivity model, most of the APE is ranked as moderate to high sensitivity for surface Native American archeological resources, with the eastern and western extents mapped as highest sensitivity. However, based on AECOM's site investigations and San Francisco Planning Department's archaeological review, the APE has lower sensitivity than what is identified in the citywide archeological sensitivity model. Most of the APE is ranked as lowest to moderate sensitivity for buried or submerged Native American archeological resources. The portion of the APE along

---

<sup>8</sup> AECOM. 2024. Cultural Constraints Analysis for the San Francisco Public Utilities Commission's Lower Alemany Stormwater Improvements Project in the City and County of San Francisco, California. December 30.

<sup>9</sup> Hervey-Lentz, Kari. 2023. San Francisco Planning Department, Environmental Planning Division Preliminary Archeological Checklist for SFPUC Lower Alemany Stormwater Improvements Project. Case number 2023-000654ENV. On file at San Francisco Environmental Planning.

Gaven Street between approximately Merrill Street and U.S. 101 is mapped as high or highest sensitivity for buried resources, while the northeastern extent of the APE along Boutwell Street and north of Industrial Street, is mapped as high sensitivity for submerged resources.

#### **3.4.1.2 Field Surveys**

AECOM's archaeologist Jay Rehor, M.A. conducted pedestrian surveys of the APE on June 1, 2022, and October 30, 2024, with special attention paid to the previously mapped sites CA-SFR-3 and CA-SFR-17 as well as areas of exposed ground surface including all proposed staging areas. The survey revealed that the location of CA-SFR-3 is a large steep hill/scarp that appears to be either landslide colluvium (if a naturally occurring scarp) or local fill material. No evidence of CA-SFR-3 was encountered during the survey. Based on a review of historic mapping, it appears that the natural stratigraphy at this location is a very steep hillside adjacent to the Islais Creek slough. As such, it is an unlikely location for a prehistoric shellmound, even if historic-era and modern grading have obscured the original ground surface.

Exposed ground surface in the vicinity of CA-SFR-17 was also inspected. Field inspections were limited to a few small, landscaped areas on both sides of Gaven Street, and a long linear planting strip/fence line along the property boundary of the Caltrans maintenance yard on Rickard Street. No shell, darkened soil, or any other indications of prehistoric cultural materials were observed along Gaven Street.

#### **3.4.1.3 Geotechnical Monitoring**

As part of the Project's design process, a geotechnical investigation was conducted with the purpose of obtaining subsurface information to assess ground and groundwater conditions for project design. During the geotechnical investigation, SFPUC implemented Standard Archeological Measure II (Archeological Monitoring) during geotechnical coring. One core was placed on the northeast boundary of CA-SFR-3. The stratigraphic profile consisted of approximately 9 feet of fill, directly overlying weathered Franciscan bedrock—supporting the theory that the area was once a topographic low point that was filled in the early 20th century. Four cores were placed in the vicinity of CA-SFR-17 and spoils from the upper 5 feet were screened. The underlying stratigraphy consisted of older Pleistocene geomorphic units (old dune sand, Colma Formation, or Franciscan bedrock) capped by asphalt and fill, with no indication of soil development or an intact land surface, except in one bore (DB-07). The vast majority of this area appears to have been heavily graded. No archeological resources were observed by AECOM during any of the geoarcheological monitoring or sample inspection, indicating that the location is not sensitive for archaeology.

#### **3.4.1.4 Conclusion**

Based on the above-described findings and project review by the San Francisco Environmental Planning Department,<sup>10,11</sup> the Citywide sensitivity model appears to be

---

<sup>10</sup> Hervey-Lentz, Kari. 2023. San Francisco Planning Department, Environmental Planning Division Preliminary Archeological Checklist for SFPUC Lower Alemany Stormwater Improvements Project. Case number 2023-000654ENV. On file at San Francisco Environmental Planning.

incorrect for buried sensitivity in this area, as it is based on a geologic unit (“undifferentiated Quaternary alluvium”) incorrectly assumed to be Holocene age, while observation of geotechnical cores indicates that the underlying landform is of Pleistocene age (i.e., too old to reasonably contain buried archaeological deposits). Previously recorded archeological site CA-SFR-17 does not appear to extend into the project alignment. Furthermore, even if the site extends into Gaven Street, deep tunneling is proposed in the vicinity of CA-SFR-17; the tunneling would be significantly deeper than any resources potentially associated with the site. As such, the Project area is expected to have low sensitivity for buried archeological resources and all Project segments have low potential to adversely affect archeological resources.

SFPUC Standard Construction Measure 9, Archaeological Measure I (Unanticipated Discovery) is included in the Project to address the potential for archaeological discoveries during construction. This measure requires resources protection and assessment measures to be implemented in the event of a discovery during construction. Archaeological Measure II (monitoring) and/or Archaeological Measure III (Testing/Data Recovery) would be implemented in the event of a discovery during construction.

With the inclusion of these measures, no significant impacts to archaeological resources would occur.

Future maintenance activities would be performed from access points along the Alemany Auxiliary Sewer. Debris and sediment removal would not result in ground disturbance and therefore not result in adverse effects to archaeological resources.

### **3.4.2 Historic-Era Resources**

Based on the results of archival research and field survey, the only built environment resources located in the APE are a segment of the San Francisco Fire Department’s Auxiliary Water Supply System, which was previously evaluated for listing in the National Register of Historic Places and California Register of Historic Resources and determined to be a non-contributing feature<sup>12</sup> Approximately 300 feet of the Auxiliary Water Supply System pipeline would be relocated as part of the project but since this segment is not eligible for listing in the National Register of Historic Places nor in the California Register of Historic Resources, relocation of this pipeline would not result in adverse effects to historic-era resources. Due to the design of the project which, aside from four aboveground 3-foot-by-3-foot concrete vent caps, is limited to deep subsurface impacts below existing streets, the potential for other effects to historic-era built environment resources is extremely limited. As a result, no significant impacts to historic-era resources would occur.

---

<sup>11</sup> San Francisco Planning Department, personal communication from Allison Vanderslice to Allison Chan regarding Preliminary Archaeological Checklist and updated project description review, December 24, 2024.

<sup>12</sup> Rusch, Jon, Stacy Farr, Andrea Dumovich, and Amanda Reese. 2018. Department of Parks and Recreation 523 Series Forms for the San Francisco Auxiliary Water Supply System. On file at San Francisco Environmental Planning.

### **3.4.3 Architectural Historical Resources**

The records search identified fourteen historic-period buildings, part of the Stonecrest Defense Workers Housing District, within 0.25-mile of the APE on Stoneybrook Avenue, Stoneyford Avenue, Trumbull Street, Ney Street, and Maynard Street. The building at 1 Stoneybrook Avenue, the nearest contributing building to the APE (status code 2S2: individual property determined eligible for listing in the National Register of Historic Places by a consensus through Section 106 process; listed in the California Register of Historic Resources), is approximately 100 feet to the south. The Portola Baptist Church is also within 0.25-mile of the APE on Pioche Street. In addition to these resources, a review of the City's property information map online database indicates the California Register of Historic Resources and National Register of Historic Places-eligible former 1928 Salvation Army Territorial Training College campus is present within 0.25-mile of the APE on the 800 block of Silver Avenue (NRHP status code 3S: appears eligible for NRHP as an individual property through survey evaluation). Due to distance from the Project's construction work areas, none of the identified buildings would be physically impacted by the Project. In addition, based on the Project's construction-related vibration impact analysis provided in Section 3.6.4.4, the maximum estimated vibration levels at structures due to tunneling would be 0.10 PPV, inches/second. The estimated vibration level is below Caltrans' vibration guidelines for potential damage to historic buildings, which is 0.25 PPV inches/second.

Because the project primarily involves underground sewer infrastructure with no impacts to nearby buildings or structures, a separate APE for historic architecture was not developed. Permanent above ground appurtenances related to the project are limited to small concrete caps surrounding the top of four permanent aboveground vent shafts (West View, Bowdoin, Bayshore, and Boutwell). These enclosures would be approximately 3 feet tall and 3 feet in diameter. The vent caps are of a similar scale and utilitarian design to existing street infrastructure (bollards, fire hydrants, utility boxes, etc.) and therefore would not change the setting of any of the adjacent neighborhoods. No significant impacts to architectural historic resources would occur.

## **3.5 Transportation and Circulation**

### **3.5.1 Setting**

Primary roadways in the Project area that would be subject to construction activity include Alemany Boulevard, Bayshore Boulevard, Industrial Street, Boutwell Street, and Gaven Street. In the Project area, Alemany Boulevard is a one-way eastbound roadway with two lanes and provides access to an I-280 northbound onramp (the westbound portion of Alemany Boulevard is north of I-280). Alemany Boulevard connects with Industrial Street and Bayshore Boulevard to the northeast near the I-280/U.S. 101 interchange. Bayshore Boulevard is a two-way major thoroughfare with four lanes (two in each direction). Industrial Street is a two-way street with two lanes in each direction and center medians. Boutwell Street is a narrow two-way street that provides access to businesses to the south of Industrial Boulevard; it dead ends where the Boutwell shaft is proposed. Gaven Street is a two-way residential street.

Bicycle lanes within the Project area include class IV bikeways<sup>13</sup> on Alemany Boulevard (south of I-280) and Bayshore Boulevard (from Helena Street to Industrial Street), a class III bikeways<sup>14</sup> on Industrial Street (Bayshore Boulevard to Loomis Street), and a class II bikeway<sup>15</sup> on Bayshore Boulevard (Helena Street to Augusta Street). There is a sidewalk along the south side of Alemany Boulevard (between Stoneybrook Avenue and near the West View vent shaft work area) and sidewalks along Gaven Street, Bayshore Boulevard, and Industrial Street, and along portions of Boutwell Street.

Primary public transit to the Project site is provided by Muni bus services. The Muni 9 and 90 bus lines run along Bayshore Boulevard. The Muni 24 bus line runs along Industrial Street. The San Mateo County Transportation District (SamTrans) bus lines 292 and 397 also run along Bayshore Boulevard.

### **3.5.2 Transportation and Circulation**

Project construction would generate a maximum of three truck trips per hour, associated with equipment and materials delivery trips and hauling of spoils and construction debris, and up to 32 worker trips per day. Project activities would require temporary use of traffic lanes, parking lanes, bike routes, and/or bus stops for construction and for equipment and materials staging. As described in the Project Description, to accommodate construction of the upstream connection, Alemany construction shaft, and permanent structure; a temporary road (shoofly) would be constructed to the north of Alemany Boulevard to reroute traffic around the work area. Temporary lane closures would also be required along Bayshore Boulevard to accommodate project activities at the staging area E.

During construction of the box sewer, temporary lane closures would be required along Industrial Street over an approximately 25-month period. On Industrial Street between Boutwell Street and Barneveld Avenue, one westbound lane would be converted into an eastbound lane to ensure two-way traffic (one lane in each direction). On Industrial Street between Boutwell Street and Bayshore Boulevard, one eastbound lane will be closed during construction of the box sewer. Full street closure would be required on Boutwell Street between the Boutwell shaft and Industrial Street; however as noted in Table 3, access to local businesses on Boutwell Street would be maintained during work hours. See Table 3 for additional details regarding SFMTA's traffic requirements and restrictions. While the temporary lane closures on Alemany Boulevard, Bayshore Boulevard, and Industrial Street could result in traffic delays, the effect would not be adverse because at least one traffic lane would remain open at all times and the reduction in road capacity would be localized and short-term. In addition, local access to businesses on Boutwell Street would be maintained during work hours.

---

<sup>13</sup> Class IV facilities consist of protected bikeways where bicycle facilities are separated from traffic by parked cars, safe-hit posts, transit islands, or other physical barriers.

<sup>14</sup> Class III bikeways are signed bicycle routes that allow people bicycling to share travel lanes with vehicles and may include a shared-lane marking.

<sup>15</sup> Class II bikeways are striped within the paved areas of roadways and established for the preferential use of people bicycling in separated bicycle lanes. Separated bicycle lanes provide a striped, marked, and signed lane that is buffered from vehicular traffic. These facilities, which are located on roadways, reserve 4 to 5 feet of space for bicycle traffic exclusively.

A few municipal bus routes (including Muni 24) and bike routes in the study area would intersect with the Project. Construction activities on Industrial Street would affect Municipal Light Rail operations as the overhead track for electrified buses running along Industrial Street would need to be de-energized and relocated; this effort would be subject to review and approval by the SFMTA. The existing class IV bike lane along Alemany Boulevard between Congdon Street and Stonebrook Avenue would be re-routed to Trumbull Street and reconnect with Alemany Boulevard at the Stoneybrook Avenue intersection. The southbound class IV bike lane along Bayshore Boulevard would also be temporarily shifted to accommodate staging area E, which extends onto a portion of Bayshore Boulevard.

Parking lane, travel lane, and sidewalk closures and reroutes that may be temporarily necessary for the Project would be subject to review and approval by the SFMTA. Throughout the project design process, the SFPUC has been and will continue coordinating with SFMTA. The SFMTA review process takes into consideration other construction projects; pedestrian, bicyclist, transit and traffic operations; and specific land uses in the vicinity of the Project alignment. The SFPUC would comply with the substantive requirements noted above and in Table 3 from SFMTA and/or SFPW for work that encroaches on City streets or sidewalks (i.e., lane closures) or requires relocating transit services and would implement any specified conditions.

Per Standard Construction Measure Number 4, and consistent with the requirements of SFMTA's Blue Book, the contractor would implement traffic control measures to maintain traffic and pedestrian circulation during Project activities, which could include a flagger on duty to maintain traffic flow. Local access to residence and business driveways would be maintained. If necessary, any detours and/or rerouted bus lines would be clearly identified with temporary signage.

Temporary lane closures along Alemany Boulevard, Bayshore Boulevard, and Industrial Street could slow but would not prevent emergency vehicle access as one lane of traffic would be maintained at all times. SFPUC is currently and would continue to coordinate with San Francisco Fire Department to ensure that emergency vehicle access to properties along Boutwell Street is maintained during box sewer construction activities.

Based on the Project's limited amount of construction traffic and conformance with any applicable SFMTA, SFPW, and/or San Francisco Fire Department requirements, and with the required implementation of Standard Construction Measure 4, traffic hazards would not result.

As described in Section 2, Project Description, operation and maintenance of the Alemany auxiliary sewer would occur infrequently (approximately every 10 to 20 years). If debris and/or sediment removal work is determined necessary, clearing of sediment would be done from the box sewer's removable panels along Boutwell Street and minimal truck trips would be required. The small-diameter manholes and vent shafts would be used to lower small tools into the tunnel portion as well. Like the Project's construction phase, the SFPUC would comply with the substantive requirements from SFMTA and/or SFPW for work that encroaches on City streets. In conclusion, operation and maintenance of the Project would not result in significant impacts to transportation or circulation.

For the reasons described above, no significant impacts to transportation would occur.

### 3.6 Noise

A noise and vibration technical study was completed to analyze the noise and vibration impacts associated with the Project.<sup>16</sup> Below is a summary of the Project’s potential for noise and vibration impacts. For the reasons discussed below, the Project would not result in significant noise and vibration impacts.

#### 3.6.1 Existing Noise Environment

Ambient noise measurements were collected in November 2023 at four long-term (24-hour) monitoring locations along the Project alignment.<sup>17</sup> The existing noise environment in the Project area is dominated by vehicular traffic from adjacent roadways such as I-280, Alemany Boulevard, U.S. 101, and Bayshore Boulevard. The representative ambient noise level at each monitoring location was determined based on the L<sub>90</sub> levels recorded by the monitoring instrument; L<sub>90</sub> refers to the ambient noise level exceeded for 90 percent of the measurement period. **Table 4** summarizes the ambient daytime and nighttime noise levels at each monitoring location, which are used as the basis for the Project’s noise analysis.

**Table 4. Ambient Noise Levels at Each Measurement Location**

Measurement Location	Address	Daytime, dBA <sup>1</sup>	Nighttime, dBA <sup>1</sup>
M-1	333 Trumbull Street	77	69
M-2	300 Gaven Street	71	64
M-3	2340 San Bruno Avenue	74	67
M-4	240 Industrial Street	72	66

Note:

1. Ambient noise level determined using measured L<sub>90</sub> at each location.

Daytime = 7:00 a.m. to 10:00 p.m.

dBA = A-weighted decibels

Nighttime 10:00 p.m. to 7:00 a.m.

Source: AECOM 2025

#### 3.6.2 Sensitive Receptors

Existing noise- and vibration-sensitive receptors in the Project vicinity include a mixture of both single-family and multi-family residences, three schools, and a place of worship. **Table 5** summarizes the closest noise- and vibration-sensitive receptors.

<sup>16</sup> AECOM. 2025. Noise and Vibration Technical Memorandum for the Lower Alemany Area Stormwater Improvements Project. March.

<sup>17</sup> AECOM. 2025. Noise and Vibration Technical Memorandum for the Lower Alemany Area Stormwater Improvements Project. March.

**Table 5. Noise- and Vibration-Sensitive Receptors Closest to Construction Work Areas**

Receptor	Land Use	Address	Approx. Distance from Project Component	Project Component Reference
S-1	Residential	333 Trumbull Street	15 feet	West drive of tunnel; Alemany shaft; shoofly
S-2	School	300 Gaven Street	550 feet	Bowdoin vent shaft
S-3	Place of Worship	2340 San Bruno Avenue	350 feet	Bayshore shaft
S-4	School	240 Industrial Street	40 feet	Alemany auxiliary sewer box sewer portion
S-5	School	801 Silver Avenue	750 feet	West View vent shaft
S-6	Residential	170 Boutwell Street	80 feet	North drive of tunnel (from Boutwell shaft to Bayshore shaft)
S-7	Residential	100 Charter Oak Avenue	150 feet	North drive of tunnel (from Boutwell shaft)
S-8	Residential	400 Gaven Street	35 feet	West drive of tunnel (from Bowdoin vent shaft)
S-9	Residential	394 Gaven Street	25 feet	West drive of tunnel (from Bowdoin vent shaft)

Source: AECOM 2025

### 3.6.3 Noise Assessment Approach and Thresholds

**Construction Noise.** Noise generated by construction activities were assessed according to federal, state, and local noise regulations and guidance. Consistent with the provisions of Article 29 of the City’s Police Code, the construction noise thresholds include the following:

- **Daytime:** Generation of noise greater than 80 A-weighted decibels (dBA) at 100 feet from equipment resulting from an individual piece of construction equipment. Additionally, the generation of noise resulting from the two loudest pieces of equipment combined, where the noise level is greater than 90 dBA and/or 10 dBA above the background noise level at any noise-sensitive receptor is not permitted.
- **Nighttime:** Generation of noise greater than 45 dBA at noise-sensitive receptors where people sleep, assuming windows are closed; or noise greater than 5 dBA above the ambient measured at the nearest property plane is not permitted.<sup>18</sup>

<sup>18</sup> Due to the age of structures in the study area, it is presumed that homes are unlikely to feature heating and air conditioning systems and would therefore periodically require windows to remain open during nighttime periods. Therefore, interior noise was estimated based on a -15 decibel adjustment to exterior noise modeling results to estimate the exterior-interior noise reduction.

Noise levels at each sensitive receptor were calculated in accordance with the Federal Transit Administration's guidance, which assumes that the two loudest pieces of equipment would be operating simultaneously at the center of the closest construction work area closest to each receptor.

**Construction-Related Vibration Effects on Structures.** Groundborne vibration levels resulting from above-ground construction activities at the Project site were estimated using data published by Caltrans in its 2020 Transportation and Construction Vibration Guidance Manual). Vibration levels from construction equipment were evaluated at surrounding buildings and compared to applicable Caltrans criteria (relating to potential building damage) to determine whether construction activities would generate vibration levels that could result in building damage.

Vibration-sensitive structures in the Project vicinity were determined to mostly include "older residential structures;" therefore, the Project used the thresholds of 0.5 peak particle velocity (PPV) inch per second (in/second) for transient vibratory sources, and of 0.3 PPV inches/second for continuous/frequent intermittent vibratory sources. As noted in Section 3.4.3, the structure at 1 Stoneybrook Avenue (100 feet away from the APE) is a contributor to the Stonecrest Defense Workers Housing District and was determined eligible for the National Register of Historic Places. Therefore, for this portion of the West Drive, the Project used the thresholds of 0.5 PPV in/second for transient vibratory sources, and of 0.25 PPV in/second for continuous/frequent intermittent vibratory sources.

**Construction-Related Vibration Effects from Tunneling.** To evaluate vibration levels generated by the tunnel boring machine, vibration levels at the nearest residential properties were calculated based on an equation derived by Rallu et al. which accounts for the type of soil (soft, medium or hard) and distance between the tunnel boring machine face and closest residential structure.<sup>19</sup> For the purposes of this analysis, the Project geotechnical report was used to determine the soil composition along the tunnel alignment. Based on review of project design plans, the closest distance between the tunnel boring machine face and residential structure at the surface ranges from approximately 33 feet to approximately 35 feet.<sup>20</sup>

**Construction Vibration during Nighttime Work.** To evaluate potential sleep disturbance caused by nighttime construction vibration, the noise study assessed the distance between the locations of planned nighttime construction equipment and the nearest residential property. Nighttime vibration levels were predicted based on the distance between nighttime vibratory sources and receivers, and the reference vibration levels provided by the Federal Transit Administration.

### 3.6.4 Construction Noise and Vibration Results

#### 3.6.4.1 Daytime Construction Noise Effects – 100 ft. from Equipment

Based on review of the Project's construction equipment list by each construction phase, the Project would adhere to the requirements of the San Francisco Noise Ordinance

---

<sup>19</sup> Rallu, A., N. Berthoz, S. Charlemagne, and D. Branque. 2023. Vibrations induced by tunnel boring machine in urban areas: In situ measurements and methodology of analysis. *Journal of Rock Mechanics and Geotechnical Engineering*, 15 (1), pp. 130-145.

<sup>20</sup> AECOM. 2025. Noise and Vibration Technical Memorandum. February.

(Article 29 of the San Francisco Police Code). Equipment would not exceed a noise level of 80 dBA at a distance of 100 feet as specified in the noise ordinance.

#### **3.6.4.2 Daytime Construction Noise at Sensitive Receptors**

Daytime construction noise levels at each sensitive receptor were calculated assuming the simultaneous operation of the two loudest pieces of equipment at the closest project work area to the receptor. As described in the Project Description, the Project includes installation of three temporary sound barriers at the following locations: (1) southern side of Alemany staging area [staging area A], (2) along the west and east sides of the Bowdoin vent shaft, and (3) along the Industrial Street median south of Big City Montessori School at 240 Industrial Street. The sound barriers would provide a sound level reduction of at least 10 dB at certain receptors. **Table 6** summarizes the noise levels at each sensitive receptor with and without the temporary sound barrier relative to the City's noise ordinance thresholds of not exceeding a level of 90 dBA and/or 10 dBA above background noise level. As shown in the table, construction noise levels with the proposed barriers would not exceed the threshold.

#### **3.6.4.3 Nighttime Construction Noise**

As described in the Project Description, limited nighttime work associated with relocating water mains would be performed at four locations along Industrial Street with one nighttime work event at each location, each lasting an average of four hours. Some nighttime work would also occur in the vicinity of the Boutwell Street and Industrial Street intersection to temporarily relocate SFMTA's overhead electric MUNI lines over a total of 50 days. The overhead electric line relocation work would last approximately four hours per night. At the nearest sensitive receptor 725 feet away (S-7, 100 Charter Oak Avenue), nighttime construction noise levels would be 55 dBA. Assuming the exterior of the residential structure provides a 15 dB reduction to exterior noise, the indoor noise level would be 40 dBA and would not exceed the City's 45 dBA interior nighttime noise level threshold.

#### **3.6.4.4 Construction-Related Vibration Impacts**

**Table 7** summarizes the calculated vibration levels from major vibratory equipment used near sensitive receptors.

As shown in Table 7, the most intensive vibratory work would occur near S-1, where a pile drill rig could generate as high as 0.3 PPV inches/second at the receptor that's roughly 15 feet away. These vibration levels would not exceed the damage threshold of 0.3 PPV inches/second for older residential structures.

Vibration levels generated by the tunnel boring machine were also calculated. The maximum estimated vibration levels at residential structures would be 0.10 PPV, inches/second. Therefore, tunnel boring vibration levels would be below the continuous vibration limits of 0.3 PPV inches/second for older residential structures and 0.25 PPV inches/second for historic buildings.

#### **3.6.4.5 Operation Effects**

The Project would not introduce any new permanent noise sources. The Alemany auxiliary sewer would require minimal operation and maintenance activities. As described in the project description, occasional sediment removal work may be performed on an estimated schedule of every 10 to 20 years. Such work would involve use

of a skid steer loader, crane, winch, blowers, and/or a sewer jetter or vacuum truck. Each maintenance event would be limited to one to three days of daytime work. Noise and vibration sources and activities would be negligible; therefore, operation and maintenance of the Project would not result in significant noise or vibration effects.

**Table 6. Daytime Noise Level Due to Construction Equipment**

Sensitive Receptor ID (Baseline Survey ID)	Address	Closest Source/ Staging or Work Area	Distance to Property (Feet)	Combined Level (L <sub>eq</sub> ) without Temporary Sound Barrier	Combined Level (L <sub>eq</sub> ) with Temporary Sound Barrier	Ambient Daytime Level, L <sub>90</sub> dBA	Daytime Limit: Ambient (L <sub>90</sub> ) + 10 dBA	Exceed 90 dBA and/or Ambient + 10 dB?
S-1 (M-1)	333 Trumbull Street	Alemany Shaft	15	96	86	77	87	No
S-2 (M-2)	300 Gaven Street	Bowdoin Vent Shaft	550	65	Not Included <sup>1</sup>	71	81	No
S-3 (M-3)	2340 San Bruno Avenue	Bayshore Shaft	350	70	Not Included <sup>1</sup>	74	84	No
S-4 (M-4)	240 Industrial Street	Downstream Connection	150	65	Not Included <sup>1</sup>	72	82	No
S-4 (M-4)	240 Industrial St.	Box Sewer	50	85	75	72	82	No
S-5 (M-2)	801 Silver Avenue	West View Vent Shaft	750	63	Not Included <sup>1</sup>	71	81	No
S-6 (M-3)	199 Boutwell Street	Bayshore Shaft	80	83	Not Included <sup>1</sup>	74	84	No
S-7 (M-4)	100 Charter Oak Avenue	Boutwell Shaft	150	77	Not Included <sup>1</sup>	72	82	No
S-8 (M-2)	400 Gaven Street	Bowdoin Vent Shaft	35	88	78	71	81	No
S-9 (M-2)	394 Gaven Street	Bowdoin Vent Shaft	25	91	81	71	81	No

Notes:

<sup>1</sup>The locations with no planned sound barriers are denoted as “Not Included” in the table. Where planned, the sound barriers would provide a noise level reduction of at least 10 dB.<sup>21</sup>

dB = decibels  
 dBA = A-weighted decibels  
 ID = Identification  
 L<sub>eq</sub> = equivalent noise level

<sup>21</sup> Boyce, Glenn, Principal, Delve Underground, E-mail to Suzanne Huang and Allison Chan (SFPUC). November 20, 2024.

**Table 7. Vibration Level Due to Construction Equipment**

Sensitive Receptor ID	Closest Shaft/Work Area	Primary Vibratory Equipment	Distance to Receptor	Reference Level at 25 Feet, PPV in/s	Calculated Level at Receptor, PPV in/s	Continuous Vibration Limit, <sup>1</sup> PPV in/s	Exceeds Limit?
S-1	Alemany Shaft	Pile Drill Rig	15	0.170	0.30	0.30	No
S-2	Bowdoin Vent Shaft	Drill Rig	550	0.170	0.01	0.30	No
S-3	Bayshore Shaft	Drum Roller	220	0.210	0.02	0.30	No
S-4	Downstream Connection	Vibratory Roller	150	0.210	0.03	0.30	No
S-4	Box Sewer	Vibratory Roller	50	0.210	0.10	0.30	No
S-5	West View	Drill Rig	750	0.170	0.00	0.30	No
S-6	Bayshore Shaft	Drum Roller	80	0.210	0.06	0.30	No
S-7	Boutwell Shaft	Vibratory Roller	150	0.210	0.03	0.30	No
S-8	Bowdoin Vent Shaft	Vibratory Roller	30	0.210	0.17	0.30	No
S-9	Bowdoin Vent Shaft	Vibratory Roller	25	0.210	0.21	0.30	No

Notes:

<sup>1</sup> Continuous vibration limit applicable to “older residential structures” according to Caltrans Transportation and Construction Vibration Guidance Manual, April 2020.

ID = Identification

in/s = inches per seconds

PPV = peak particle velocity

## 3.7 Air Quality

### 3.7.1 Setting and Thresholds of Significance

The Project is located within the San Francisco Bay Area Air Basin (air basin), which is characterized by warm and mainly dry summers and mild and moderately wet winters.

#### 3.7.1.1 Criteria Air Pollutants

Six air pollutants have been identified by EPA and the California Air Resources Board as being of concern both on a nationwide and statewide level: ozone; carbon monoxide (CO); nitrogen dioxide (NO<sub>2</sub>); sulfur dioxide (SO<sub>2</sub>); lead; and particulate matter (PM), which is subdivided into two classes based on particle size – PM equal to or less than 10 micrometers in diameter (PM<sub>10</sub>) and PM equal to or less than 2.5 micrometers in diameter (PM<sub>2.5</sub>).

Health-based air quality standards have been established for these pollutants by EPA at the national level and by California Air Resources Board at the state level. These standards are referred to as the national ambient air quality standards and the California ambient air quality standards, respectively,<sup>22</sup> and were established to protect the public with a margin of safety from adverse health impacts caused by exposure to air pollution. Because the air quality standards for these air pollutants are regulated using human and environment health-based criteria, they are commonly referred to as “criteria air

<sup>22</sup> Current federal and state standards are available at: <http://www.arb.ca.gov/research/aaqs/aaqs2.pdf>.

pollutants.” The air basin is currently designated as “non-attainment” for the California ambient air quality standards for ozone, PM<sub>10</sub>, and PM<sub>2.5</sub> and “nonattainment” for the national ambient air quality standards for ozone and PM<sub>2.5</sub>.<sup>23</sup>

The Bay Area Air District (air district) is the regional agency responsible for protecting public health and welfare in the air basin through the administration of federal and state air quality laws and policies. The City has determined it is appropriate to use the air district’s recommended air pollution thresholds<sup>24</sup> for the purposes of identifying the Project’s potential air quality impacts.

### 3.7.1.2 Local Health Risks and Hazards

In addition to criteria air pollutants, individual projects may emit *toxic air contaminants*. Toxic air contaminants collectively refer to a diverse group of air pollutants that can cause chronic (i.e., of long duration) and acute (i.e., severe but short-term) adverse effects on human health, including carcinogenic effects. Unlike criteria air pollutants, toxic air contaminants do not have ambient air quality standards but are regulated by the air district using a risk-based approach to determine which sources and pollutants to control as well as the degree of control. A health risk assessment is an analysis in which human health exposure to toxic substances is estimated and considered together with information regarding the toxic potency of the substances, to provide quantitative estimates of health risks.

Air pollution does not affect every individual in the population in the same way, and some groups are more sensitive to adverse health effects than others. Certain land uses such as residences, schools, children’s day care centers, hospitals, and nursing and convalescent homes are considered to be the most sensitive to poor air quality because the population groups associated with these uses have increased susceptibility to respiratory distress or, as in the case of residential receptors, their exposure time is greater than that for other land uses. Therefore, these groups are referred to as sensitive receptors. In addition, the air district’s CEQA Air Quality Guidelines recommends that health risk assessments analyze impacts to off-site workers.<sup>25</sup> Workers with preexisting health problems may be susceptible to poor air quality and these individuals are also considered sensitive receptors.<sup>26</sup>

The project site is within the air pollution exposure zone (APEZ) as mapped by the San Francisco Department of Public Health. According to San Francisco’s Environment Code Chapter 25, projects within the APEZ are required to comply with the Clean Construction

---

<sup>23</sup> Current air quality designations are available at <https://ww2.arb.ca.gov/resources/documents/maps-state-and-federal-area-designations>.

<sup>24</sup> Bay Area Air Quality Management District, California Environmental Quality Act Air Quality Guidelines, April 2022.

<sup>25</sup> Bay Area Air Quality Management District, 2022 CEQA Air Quality Guidelines, Appendix E: Recommended Methods for Screening and Modeling Local Risks and Hazards, page E-14. Available online at: [https://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa-guidelines-2022/appendix-e-recommended-methods-for-screening-and-modeling-local-risks-and-hazards\\_final-pdf.pdf?la=en](https://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa-guidelines-2022/appendix-e-recommended-methods-for-screening-and-modeling-local-risks-and-hazards_final-pdf.pdf?la=en). Accessed June 7, 2023.

<sup>26</sup> When residential and worker receptors are both located at the same distance and direction from an emissions source, residential receptors would be expected to result in the greatest adverse health outcome, because of the longer exposure duration for residents as compared to workers.

Ordinance, including use of low emitting off-road construction equipment (i.e., equipment that meets Tier 4 interim emissions standards for all equipment greater than 25 horsepower). Each of the APEZ criteria and project contribution thresholds is discussed in the City's Air Quality and Greenhouse Gas Analysis Guidelines.<sup>27</sup> According to these guidelines, the project contribution thresholds to receptor locations within the APEZ include:

- 0.2 µg/m<sup>3</sup> for PM<sub>2.5</sub> concentration
- 7.0 cases per one million population for excess cancer risk

Projects that result in a cancer risk or annual average PM<sub>2.5</sub> concentration below these levels at sensitive or worker receptors would not expose sensitive or worker receptors to substantial pollutant concentrations. The chronic hazard index resulting from the proposed project is also disclosed and compared with the air district's chronic hazard index threshold of 1.0.

### **3.7.2 Criteria Pollutant Emissions Estimates**

AECOM conducted a quantitative analysis to estimate the Project's criteria air pollutant emissions; the analysis approach and modeling results are summarized below.

#### **3.7.2.1 Construction Emissions**

The Project's average daily construction emissions of criteria air pollutants that would be emitted during each year of construction are summarized in **Table 8** below. This is based on construction equipment quantities and construction phasing information provided by Delve Underground (engineering consultant to the SFPUC). As noted above, the Project is within the APEZ and is therefore subject to compliance with the City's Clean Construction Ordinance (Chapter 25 of the San Francisco Environment Code), as amended. Per SFPUC Standard Construction Measure 2, the Project would adhere to the substantive requirements of the City's Clean Construction Ordinance, which requires that equipment used for Project activities have Tier 2 or higher engines and the most effective Verified Diesel Emission Control Strategy (VDECS) available for the engine types as certified by the California Air Resources Board. In addition, consistent with Best Available Control Technology Requirements of the air district, the Project would use generators that meet EPA Tier 4 final emissions standards for all generators larger than 1,000 horsepower. Therefore, emissions estimates are based on the Project's compliance with San Francisco's Clean Construction Ordinance, Construction Dust Control Ordinance, and the air district's Best Available Technology Requirements for generators. As shown in Table 8, the Project's construction emissions of criteria pollutants would be below the air district's thresholds.

---

<sup>27</sup> San Francisco Planning. 2024 (July). *Air Quality and Greenhouse Gas Analysis Guidelines*.

**Table 8. Estimated Project Criteria Pollutant Emissions**

Criteria Pollutant	Average Daily Emissions (pounds/day) <sup>1</sup>			2022 Bay Area Air District Thresholds (pounds/day) <sup>5</sup>
	Year 1 (2025) <sup>2</sup>	Year 2 (2026) <sup>3</sup>	Year 3 (2027) <sup>4</sup>	
PM <sub>10</sub>	0.18	0.79	0.71	54
PM <sub>2.5</sub>	0.18	0.78	0.71	82
NO <sub>x</sub>	19.14	41.93	35.54	54
ROG	0.90	4.53	4.29	54

**Notes:**

<sup>1</sup> Construction emission sources include off-road and on-road vehicle equipment exhaust; and off-gassing emissions associated with architectural coatings (roadway striping) and paving activities. Note that construction emissions were modeled based on an older construction schedule that assumed construction started in 2025. Based on the updated construction schedule shown in Table 2, construction activities would be delayed approximately one (1) year; emissions presented here are therefore conservative, as emissions would likely be lower as a result of cleaner equipment and vehicles in future years.

<sup>2</sup> Average daily emissions are based on 220 construction workdays in 2025 because construction is estimated to begin March 1, 2025.

<sup>3</sup> Average daily emission estimates are based on 264 construction workdays in 2026.

<sup>4</sup> Average daily emission estimates are based on 264 construction workdays in 2027.

<sup>5</sup> Bay Area Air Quality Management District, California Environmental Quality Act Air Quality Guidelines, April 2023.

lbs/day = pounds per day; PM<sub>10</sub> = particulate matter less than or equal to 10 micrometers in diameter; PM<sub>2.5</sub> = particulate matter less than or equal to 2.5 micrometers in diameter; NO<sub>x</sub> = oxides of nitrogen; ROG = reactive organic gases.

Source: AECOM 2024

**3.7.2.2 Operational Emissions**

After construction is complete, the Project would require minimal operational maintenance. SFPUC staff would inspect the Alemany auxiliary sewer approximately once every year before the start of the wet season or when a problem is detected after a large storm event. Sediment removal work may need to be performed on an estimated schedule of every 10 to 20 years. Such work would involve use of a skid steer loader, crane, winch, blowers, and/or jetter or vacuum truck. Emissions from such activities would be minimal and would decrease over time as vehicle fleets and equipment become cleaner (i.e., emit less emissions per unit of activity) due to increasingly stringent regulations and improvements in best available technology. Therefore, operation and maintenance of the Project would not result in a net change in average daily emissions.

**3.7.3 Health Risk Assessment**

A health risk assessment was performed by AECOM to evaluate potential health risks at offsite sensitive receptors within 1,000 feet during the Project's construction activities, including receptors along the haul routes for construction. Four sensitive receptor types were evaluated to assess long-term cancer risk and annual PM<sub>2.5</sub> concentration exposure:

- *Residential Exposure* – Starting Age: third trimester in utero
- *Child (Daycare Center) Exposure* – Starting Age: 0 years old
- *Student Exposure* – Starting Age: 4 years old
- *Worker Exposure* – Starting Age: 16 years old

The maximally exposed receptors are the sensitive receptor locations with the maximum cancer risk and the maximum PM<sub>2.5</sub> concentration as a result of the Project for each receptor type.

The health risk assessment assessed cancer risk, non-cancer chronic risk, chronic and acute hazard index, and PM<sub>2.5</sub> concentrations at existing sensitive receptor locations, including nearby residents, children, students, and off-site workers within 1,000 feet of project activities. Details on assumptions and analysis methods for the health risk assessment are available in the air quality and health risk assessment methodology memorandum.<sup>28</sup>

#### **3.7.3.1 Construction Impacts**

Construction activities would result in short-term emissions of diesel particulate matter and other toxic air contaminants. However, as noted above, the Project would be subject to the San Francisco Clean Construction Ordinance, which requires the use of Tier 2 or higher engines with the most effective VDECS. In addition, consistent with Best Available Control Technology Requirements of the air district, the Project would use Tier 4 final emissions standards for all generators larger than 1,000 horsepower.

Impacts of existing conditions plus project cancer risks and annual PM<sub>2.5</sub> concentrations at offsite receptors resulting from Project construction activities were evaluated by adding the project contributions to the 2020 Citywide Health Risk Assessment background risks and concentrations. The offsite health risks and annual PM<sub>2.5</sub> concentrations at the maximally exposed individual sensitive receptors under existing plus project conditions are summarized in **Table 9**. The Project's cancer risk and PM<sub>2.5</sub> concentrations would be below the APEZ thresholds.

---

<sup>28</sup> AECOM. 2024. Air Quality and Health Risk Assessment Technical Memorandum for the Lower Alemany Area Stormwater Improvements Project. December.

**Table 9. Existing Conditions Plus Project Lifetime Cancer Risk and Annual PM<sub>2.5</sub> Concentration at Project Maximally Exposed Individual Sensitive Receptors**

Receptor Type	Source	Lifetime Cancer Risk (per one million)	Exceed Project Contribution Threshold of 7 (per one million)?	Annual PM <sub>2.5</sub> Concentration (µg/m <sup>3</sup> )	Exceed Project Contribution Threshold of 0.2 µg/m <sup>3</sup> for Annual PM <sub>2.5</sub> Concentration ?
Residential	Proposed Project	6.834 <sup>1</sup>	No	0.147 <sup>2</sup>	No
	Existing Conditions <sup>3</sup>	293.559	N/A	16.277	N/A
	<b>Total</b>	<b>300.393</b>	N/A	<b>16.424</b>	N/A
Worker	Proposed Project	0.541 <sup>1</sup>	No	0.161 <sup>2</sup>	No
	Existing Conditions <sup>3</sup>	261.029	N/A	12.857	N/A
	<b>Total</b>	<b>261.570</b>	N/A	<b>13.018</b>	N/A
Child	Proposed Project	0.096 <sup>1</sup>	No	0.003 <sup>2</sup>	No
	Existing Conditions <sup>3</sup>	58.147	N/A	8.777	N/A
	<b>Total</b>	<b>58.243</b>	N/A	<b>8.780</b>	N/A
Student	Proposed Project	0.574 <sup>1</sup>	No	0.042 <sup>2</sup>	No
	Existing Conditions <sup>3</sup>	232.123	N/A	12.102	N/A
	<b>Total</b>	<b>232.697</b>	N/A	<b>12.144</b>	N/A

Notes:

1. Sum of cancer risk from Table 6 of the Air Quality and Health Risk Assessment Technical Memorandum (AECOM 2024) for given receptor type. Total lifetime cancer risk is represented as a sum of all years of construction. Note that construction emissions were modeled based on an older construction schedule that assumed construction started in 2025. Based on the updated construction schedule shown in Table 2, construction activities would be delayed approximately one (1) year; cancer risk and annual PM<sub>2.5</sub> concentrations presented here are therefore conservative, as emissions would likely be lower as a result of cleaner equipment and vehicles in future years.

2. Maximum year of annual PM<sub>2.5</sub> concentration from Table 6 of the Air Quality and Health Risk Assessment Technical Memorandum (AECOM 2024) for given receptor type. Maximum annual PM<sub>2.5</sub> concentration represents the highest annual average concentration for given modeled project year.

3. Background concentration from 2020 citywide HRA database.

HRA = Health Risk Assessment

µg/m<sup>3</sup>= micrograms per cubic meter

PM<sub>2.5</sub> = particulate matter equal to and less than 2.5 micrometers in diameter

Source: AECOM 2024

Additionally, offsite non-cancer chronic and acute health risks were evaluated for project construction at the maximally exposed individual sensitive receptor types. Noncarcinogenic impacts were estimated by comparing calculated concentrations to

identified risk assessment health value. This comparison is expressed in terms of a “hazard index.” The results are presented in Table 7 of the Air Quality and Health Risk Technical Memorandum (AECOM 2024). The non-cancer chronic and acute hazard index increases due to the project would be well below the significance threshold of 1.0.

Cumulative health risks were also analyzed at the maximally exposed individual sensitive receptors for each receptor type. There is one cumulative project (4100 Mission Street) approximately 1,800 feet away from the maximum exposed residential receptor by the Alemany work area. The 4199 Mission Street project is a residential development project that involves demolishing an existing 1,118-square-foot building and removing underground tanks of an existing gas station to make way for construction of a new 60-foot-tall residential building. According to the Mitigated Negative Declaration for the 4199 Mission Street project, air quality and health risk impacts were determined to be less than significant because the project sponsor committed to use of Tier 4 off-road construction equipment and would not include any diesel-powered equipment (i.e., emergency generators) as part of operations.<sup>29</sup> As a result, cumulative health risk impacts would be minimal at the Project’s maximally exposed receptors, given the distance and less than significant determination of the 4199 Mission Street project.

#### **3.7.3.2 Operation Impacts**

As described in Section 3.7.2, above, operation and maintenance of the Project would be minimal (occasional sediment removal work performed approximately every 10 to 20 years). For this reason and because emissions would be minimal and would decrease over time due to vehicle fleets and equipment becoming cleaner, health risk impacts from ongoing maintenance of the Project would be minimal and not result in a significant health risk impact.

#### **3.7.4 Odors**

The Project would not result in substantial emissions, including those leading to odors. The Alemany auxiliary sewer would only convey wet weather flows which contain a high percentage of stormwater and small percentage of sewer flows. The auxiliary sewer is also designed with a slope such that it would drain at all times; therefore, there would be no standing water that could be a source of odor. In addition, as noted in the Project Description, the vent shafts are intended to allow air to enter the tunnel when filling and draining. Air would only be expelled from the vent shafts after the tunnel fills and would last for a short period of time (during storm event). For these reasons, there would be no adverse effects related to operational emissions such as those leading to odors.

### **3.7 Utilities and Service Systems**

As described in Section 2, Project Description, the Project would require relocating several utilities including but not limited to PG&E gas and electric lines, SFPUC water lines, sewer lines, and emergency firefighting water supply lines, and fiber optic lines. During the Project design phase, SFPUC conducted potholing excavations to identify

---

<sup>29</sup> San Francisco Planning Department, Mitigated Negative Declaration, 4199 Mission Street, May 17, 2023, <https://citypln-m-extnl.sfgov.org/SharedLinks.aspx?accesskey=db178482a05a424a958ac8f0d98a829c6121026470116d86f553bc6ab8fe3cb7&VaultGUID=A4A7DADC-B0DC-4322-BD29-F6F07103C6E0>.

which utilities require relocation and has been coordinating with utility companies that would be affected. Utility relocation would not require or result in the construction of new or expanded utilities in areas outside of the project area.

According to the Phase II Environmental Site Assessment (ESA) report prepared for the Project<sup>30</sup>, composite soil samples were evaluated along the box sewer alignment within the shallow fill material. The Phase II ESA considered this material as potentially California Class I hazardous waste. It is conservatively assumed that approximately 25,000 cubic yards of spoil from box sewer construction would be disposed at Waste Solutions Inc. at 100 Cargo Way, San Francisco. From this facility, waste would be loaded on railcars and transported via rail out of state to the ECDC Environmental Landfill in East Carbon, Utah. As of 2023, the landfill had approximately 437 million cubic yards of capacity remaining.<sup>31</sup> The portion of the Project's nonhazardous waste that would be disposed at ECDC Environmental Landfill would represent 0.000057 percent of the landfill's remaining capacity.

The remaining soil samples conducted for other portions of the Project alignment are considered as California Class II (non-hazardous) waste. Thus, the approximately 61,660 cubic yards of spoil that would be excavated from shaft and tunnel construction would be disposed at a nonhazardous waste facility. The Corinda Los Trancos Landfill (also referred to as Ox Mountain Landfill) would most likely receive the Project's non-hazardous waste. Its total capacity was estimated at 60.5 million cubic yards in 2019, with approximately 18.2 million cubic yards of capacity remaining.<sup>32</sup> Compliance with mandatory state and local diversion requirements would reduce the Project's effect on landfill capacity. The portion of the Project's non-hazardous waste that could not be diverted (approximately 61,600 cubic yards) would represent approximately 0.003 percent of the Ox Mountain Landfill's remaining capacity. In compliance with the City's Construction and Demolition Debris Recovery Program Ordinance, the SFPUC would recycle materials to the extent feasible. Therefore, by adhering to applicable solid waste regulations and considering the landfill's remaining capacity, the Project's effects on landfill capacity would not be significant.

## **3.8 Biological Resources**

### **3.8.1 Special-Status Species**

A biological resources assessment was prepared to evaluate the Project's potential effects to species listed as endangered or threatened, or proposed for listing as endangered or threatened under the federal Endangered Species Act (ESA), as regulated by the U.S. Fish and Wildlife Service, and animals listed as endangered or

---

<sup>30</sup> McMillen Jacobs Associates. 2022. PRO.0164 Lower Alemany Area Stormwater Improvements Project Phase II Environmental Site Assessment Report. Report Status (Final) Revision No. 1. December 5.

<sup>31</sup> GHG Data for ECDC Landfill, available online at: <https://ghgdata.epa.gov/ghgp/service/facilityDetail/2021?id=1007944&ds=E&et=&popup=true>, accessed November 4, 2024.

<sup>32</sup> Republic Services. Memo from Agustin Moreno to Gordon Tong (County of San Mateo) re: Report of Landfill Activity, Corinda Los Trancos Landfill (Ox Mountain). Available at: <https://www.smc sustainability.org/wp-content/uploads/Ox-Landfill-Capacity.pdf>, accessed November 4, 2024.

threatened, or proposed for listing as endangered or threatened under the California state Endangered Species Act, as regulated by the California Department of Fish and Wildlife, and California Rare Plant Rank 1 or 2, as determined by the California Native Plant Society. The following paragraphs summarize the methodology and findings from the biological resources assessment.<sup>33</sup>

SFPUC biologist Jill Grant conducted reconnaissance surveys to identify habitat types and potentially suitable habitat for special-status species in the Project area on the following dates: April 5, April 7, April 13, and May 19, 2023, and August 14, 2024. Surveys consisted of analyzing aerial photography and conducting pedestrian transects to verify the evaluation of aerial imagery. A search for state or federally listed species or their habitat was also conducted based on existing information from federal and state agencies. Lists of potentially occurring special-status plants and animal species were compiled based on review of databases maintained by the California Natural Diversity Database, the U.S. Fish and Wildlife Service, and the California Native Plant Society Rare Plant Inventory. Note that the West View vent shaft work area/staging area C and staging area 6 were not accessible at the time of the reconnaissance surveys.

Most of the Project site is within paved residential, commercial, and industrial areas. Staging areas are located on Alemany Boulevard, Boutwell Street, at the north end of Bowdoin Street, underneath I-280 and U.S. 101, within parking lots, vacant industrial lots, or in open space within the public right-of-way. Construction activities and use of staging areas would temporarily disturb approximately 3.7 acres of non-native annual grassland that is surrounded by heavily traveled roads and surrounded by residential, commercial, and industrial buildings. This marginal habitat of non-native grassland is intermixed with landscaping trees. Plants observed include slender oat (*Avena barbata*), ripgut brome (*Bromus diandrus*), Italian ryegrass (*Festuca perennis*), and fennel (*Foeniculum vulgare*). Several non-native, common landscaping trees occur in the staging areas. During the reconnaissance surveys, few animal species were observed but included black phoebe, rock doves, and American crows.

No wetlands or other aquatic resources or special-status species were observed within the Project area. The desktop analysis also found no wetlands present at staging areas C and 6, which were not accessible at the time of reconnaissance surveys. Although not expected, habitat for obscure bumble bee (*Bombus caliginosus*) and western bumblebee (*Bombus occidentalis*) may occur in staging areas C and 6. If these staging areas are used and in accordance with Standard Construction Measure 7, a biological survey would be completed prior to vegetation clearing. The required pre-construction biological survey would implement avoidance measures (e.g., [establishing work buffer zones or restricting certain types of activities) if these species are found and thus ensure protection of these special-status species.

Therefore, no significant impacts to protected species or habitats would occur.

---

<sup>33</sup> Grant, Jill. 2024. Biological Resource Assessment of Lower Alemany Area Stormwater Improvements. October.

### 3.8.2 Nesting Migratory Birds

Trees proposed for removal/trimming within staging areas A, C, D, E, and H and vegetation in staging area 6 could provide habitat for nesting birds. Nesting migratory birds are protected under the federal Migratory Bird Treaty Act (whether they are otherwise listed as special status, or not), and Project activities occurring during the nesting season (February 15 through August 31) could result in nest failure if active nests are present in nearby trees. However, in accordance with SFPUC Standard Construction Measure Number 7, if construction is scheduled to take place during the nesting season (February 15 through August 31) at the above-listed staging areas, a qualified biologist would conduct a nesting bird survey of the staging area to identify any active migratory bird nests (containing eggs or chicks or raptors showing mating behavior). If nesting birds are present, measures would be implemented in consultation with the Project biologist to ensure active nests are not destroyed or adversely affected, such as establishing work buffer zones, restricting certain types of activities, monitoring, or identifying activities that could be delayed until the nestlings have fledged.

Lastly, no trees defined as “landmark” or “significant” per the Urban Forestry Ordinance (Article 16)<sup>34</sup> would be removed. Although some mature trees would be removed, the SFPUC would comply with the substantive requirements of City’s Urban Forestry Ordinance, which require replanting for the removal of any street trees protected by the ordinance, or that the SFPUC (in this case) pay into Public Work’s Adopt-A-Tree Fund, pursuant to Article 16 of the San Francisco Public Works Code Section 806(a).

Based on the above, and with implementation of Standard Construction Measure 7, no significant impacts to biological resources would occur.

### 3.9 Geology and Soils

There are no known faults crossing or located near the Project site and the site is not within an Earthquake Fault Zone, as identified by the Alquist-Priolo Earthquake Fault Zoning Act. The closest major active fault to the Project alignment is the San Andreas, which is approximately 5.8 miles to the west. The San Gregorio fault runs along the west side of the San Francisco Peninsula and is approximately 9.3 miles kilometers west of the Project site. The Hayward fault is approximately 11.8 miles east of the Project site. Therefore, the Project would not expose people or structures to the effects of fault rupture.

The project is in a seismically active region and therefore could be exposed to very strong ground shaking and seismic-related ground failure due to an earthquake.<sup>35</sup> Mapping developed in 2013 by the Association of Bay Area Governments, in conjunction with the U.S. Geological Survey, confirms the Project site could be subject to violent ground shaking.<sup>36</sup> However, the Project would not construct habitable structures or

---

<sup>34</sup> [https://codelibrary.amlegal.com/codes/san\\_francisco/latest/sf\\_publicworks/0-0-0-4066](https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_publicworks/0-0-0-4066)

<sup>35</sup> San Francisco Planning Department. 2012. Community Safety Element. An Element of the General Plan of the City and County of San Francisco. June. Available: [https://generalplan.sfplanning.org/Community\\_Safety\\_Element\\_2012.pdf](https://generalplan.sfplanning.org/Community_Safety_Element_2012.pdf). Accessed December 6, 2024.

<sup>36</sup> Association of Bay Area Governments. Probabilistic Earthquake Shaking Hazard Assessment. Available: <https://abag.ca.gov/our-work/resilience/data-research/earthquake>. Accessed December 11, 2024.

attract new people to the region and therefore would not result in an increase in public exposures to seismic hazards.

Based on the California Geological Survey map “Earthquake Zones of Required Investigation, San Francisco South Quadrangle,” the project alignment is within a liquefaction zone. Specifically, portions of the alignment near the intersection Alemany Boulevard and Stoneybrook Avenue, along Gaven Street between Boylston Street and Merrill Street, and along Boutwell Street and Industrial Street north of I-280 are within the liquefaction zone. Primary geologic units found along the tunnel alignment and shaft locations include artificial fill, young bay mud, Colma formation, old Bay clay, and Franciscan Complex.<sup>37</sup>

The SFPUC’s general seismic requirements set forth consistent criteria for the seismic design and retrofit of San Francisco’s water and wastewater infrastructure. Permanent structures for the project are required to be designed in accordance with the SFPUC Seismic Performance Class II. The general seismic requirements state that a Structural Performance Category II facility must be designed for the 10% probability of exceedance in 50 years (475-year return period event). In accordance with these design standards, every project that includes modifications to an existing facility or construction of a new facility must assign the facility a seismic performance class based on the seismic environment at the site and importance of the facility in meeting level of service goals for the water or wastewater system.

The SFPUC has prepared several studies to inform project design and satisfy the general seismic design criteria; these include but are not limited to a Geotechnical Interpretative Report,<sup>38</sup> Settlement Analysis Report,<sup>39</sup> Seismicity Report, and Soil-Structure Interaction Report.<sup>40</sup> The Geotechnical Interpretative Report summarizes findings of the geotechnical investigation which assessed ground and groundwater conditions for project design. The seismicity report includes a seismic characterization along the tunnel alignment. The seismic-soil structure interaction analysis included a liquefaction analysis for the tunnel, box sewer, upstream and downstream connections, and other critical locations. The Settlement Analysis Report was completed to evaluate the effect of shaft construction and tunneling activities along the project alignment, as well as to identify existing infrastructure that may be affected by ground movements and subject to monitoring. The new box sewer would be supported by 2-foot diameter concrete piles that extend down to 120 feet below ground. Under the Project, incorporation of engineering and design features recommended by these reports and the qualified geotechnical engineering professional, in accordance with the San Francisco Building Code and SFPUC’s general seismic requirements, would ensure the proposed

---

<sup>37</sup> California Geological Survey. Earthquake Fault Zones (1982) and Seismic Hazard Zones (2021), San Francisco South 7.5-minute Quadrangle: PDF map of Earthquake Zones of Required Investigation, scale 1:24,000, <https://maps.conservation.ca.gov/cgs/informationwarehouse/>. Accessed 29, January 2025.

<sup>38</sup> Delve Underground. 2023. Lower Alemany Area Stormwater Improvements Project Geotechnical Interpretative Report. October.

<sup>39</sup> Delve Underground. 2024. Lower Alemany Area Stormwater Improvements 95% Design Report. Appendix D. February.

<sup>40</sup> Delve Underground and Arup. 2024. Lower Alemany Area Stormwater Improvements Project Soil-Structure Interaction Report. January 24.

sewer infrastructure would not exacerbate the potential for people or structures to be exposed to substantial adverse effects associated with seismic hazards.

For the reasons described above, the Project would not result in significant impacts related to geology and soils.

### **3.10 Hydrology and Water Quality**

No construction or future operation and maintenance work would occur within waters of the United States or of the State. As such, drainage patterns of a stream or waterway would not be altered. During construction and operation of the Project, if pollutants such as sediment and oils from construction equipment are inadvertently released, they could be discharged to storm drains during storm events if they are entrained in stormwater runoff. The Project would adhere to the City's Construction Site Runoff Control Ordinance (Article 4.2 of the San Francisco Public Works) that requires all projects to implement best management practices to prevent the discharge of sediment, non-stormwater, and waste runoff from construction sites. Additionally, pursuant to SFPUC Standard Construction Measure Number 3, the contractor would be required to implement erosion and sedimentation controls, (i.e., gravel bags and silt fence for storm drain inlet protection) tailored to the site, along with restoring the right-of-way to pre-construction grade. As noted in Section 2.7, the contractor would also be required to obtain an SFPUC Construction Site Runoff Control Permit and Batch Wastewater Discharge Permit from the SFPUC's Wastewater Enterprise/Collection System Division. The Construction Site Runoff Control Permit requires preparation of an erosion and sediment control plan that identifies construction activities that could discharge pollutants in stormwater, and it requires identification of best management practices to be implemented that would reduce temporary water quality impacts from construction. Therefore, with adherence to Standard Construction Measure 3 and above-mentioned permits, no significant impacts to water quality would occur.

Portions of the project site along Alemany Boulevard and Industrial Street are within the City's 100-year storm flood risk zone.<sup>41</sup> As stated in the Project Description, the primary objective of the project is to improve stormwater management in the Lower Alemany neighborhood which historically floods during large storm events. Once construction is completed and in the event of a large storm event, flows from the existing Alemany sewer would be diverted to the proposed Alemany auxiliary sewer. As such, the project would not have the potential to alter the drainage pattern of the project area in a manner that would impede flood flows or redirect flood flows in an adverse manner. Rather, the project would improve stormwater management services in the Lower Alemany neighborhood.

### **3.11 Hazards and Hazardous Materials**

The SFPUC assessed the site and reviewed the Cal EPA Cortese List Data Resources (available at: <https://calepa.ca.gov/SiteCleanup/CorteseList/>) to identify whether any hazardous materials were present. There are no Cortese sites within the Project site.

---

<sup>41</sup> SFPUC. 2024. 100-Year Flood Map. Available:  
<https://gis.sfpuc.org/portal/apps/instant/basic/index.html?appid=5dbe439cb71f42c89de0e2af110ae1f0>.  
Accessed December 30.

The State Water Resources Control Board maintains the GeoTracker database, an information management system for groundwater. The Hazardous Waste and Substances Site List (the “EnviroStor” database) is maintained by the California Department of Toxic Substances Control as part of the requirements of Public Resources Code Section 65962.5. Based on the State Water Resources Control Board Geotracker and Department of Toxic Substances Control Envirostor databases, two cleanup sites near the Project site are in evaluation: (1) one at 956 Ellsworth Street (approximately 526 feet north of the Alemany auxiliary sewer), and (2) one at 320 Alemany Boulevard (approximately 670 feet north of the Alemany auxiliary sewer) and two leaking underground (fuel) storage tank cleanup sites are near the Project site: (1) one at 2400 San Bruno Avenue (approximately 530 feet southwest of Staging Area E) and (2) one at 68 Elmira Street (approximately 675 feet south of the Alemany auxiliary sewer at Industrial Street/Barneveld Avenue).

The majority of the Project area is within the Maher zone. As noted in Section 3.7, Utilities and Service Systems, according to the Phase II ESA report prepared for the Project,<sup>42</sup> composite soil samples were evaluated along the box sewer alignment within the shallow fill material. The Phase II ESA considered this material as potentially California Class I hazardous waste. It is conservatively assumed that approximately 25,000 cubic yards of spoil from box sewer construction would be disposed at Waste Solutions Inc. at 100 Cargo Way, San Francisco. From there, the material spoils would subsequently be transported via rail out of state to the ECDC Environmental Landfill in East Carbon, Utah. The SFPUC and its contractor would comply with the substantive requirements of the Maher Ordinance (Article 22A of the San Francisco Health Code), as amended. Furthermore, SFPUC Standard Construction Measure Number 6 requires the appropriate storage and handling of construction materials, including any hazardous materials (i.e., paints, fuel, etc.) while on site, as well as the appropriate treatment, containment, and removal of hazardous materials (i.e., soil, groundwater, or vapor) should they be encountered during Project activities.

Regarding hazards, the Project is not located in the vicinity of an airstrip or within an area subject to an airport land use plan. The project would be in an urban area and primarily City streets, which are not susceptible to wildfires.

Operation and maintenance of the new sewers would involve infrequent debris and sediment removal activities. Similar to the project construction phase, Standard Construction Measure 6 would be implemented to ensure the appropriate storage and handling of hazardous materials if used on site.

Therefore, based on the above, no significant impacts related to hazards and hazardous materials would occur.

---

<sup>42</sup> McMillen Jacobs Associates. 2022. PRO.0164 Lower Alemany Area Stormwater Improvements Project Phase II Environmental Site Assessment Report. Report Status (Final) Revision No. 1. December 5.

Timothy Johnston, MP, Senior Environmental Planner  
Environmental Planning Division, San Francisco Planning Department  
CEQA Categorical Exemption Request  
Lower Alemany Area Stormwater Improvements Project  
Page 52 of 52

#### **4. CEQA Compliance/Recommendation**

Based on the description of the proposed Project and evaluations above, the SFPUC recommends that it is categorically exempt under CEQA Section 15301, Class 1 (Existing Structures) and Section 15303, Class 3 (New Construction or Conversion of Small Structures).

Sincerely,



Karen Frye, AICP, Manager  
Environmental Management

cc: Suzanne Huang, SFPUC Project Manager  
Allison Chan, SFPUC Environmental Project Manager

# **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO. 25-0174

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has developed Project. No. 10034360, Lower Alemany Area Stormwater Improvements (Project) to improve collection system capacity and increase flood resilience during wet weather events within the Lower Alemany area in San Francisco (City) to comply with California Regional Water Quality Control Board Clean-up and Abatement Order R2-2021-0021; and

WHEREAS, The Project intends to construct a 10-foot internal diameter tunnel, to be known as the Alemany Auxiliary Sewer. The tunnel would be installed from Stoneybrook Avenue, along Alemany Boulevard and Gaven Street, south of I-280, and along Boutwell Street northeast of the I-280/US-101 interchange. The tunnel would consist of an approximately 1.26-mile-long sewer line that connects to the existing Alemany Sewer, the Industrial Sewer, and the Islais Creek Transport/Storage Box, and

WHEREAS, The proposed tunnel alignment crosses under the driveways of three private residential properties at the western terminus of Gaven Street, including on property owned by Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust (Tsui Family or Property Owner). The Tsui Family property is located at 495 Gaven Street, San Francisco, California, designated as a portion of San Francisco Assessor's Parcel No. 5861-022 (Property); and

WHEREAS, The Project requires the acquisition of an approximately 298.2-square-foot easement for a subsurface sewer tunnel (the Easement) on the Property; and

WHEREAS, SFPUC staff, through consultation with the Office of the City Attorney, have negotiated with the Tsui Family the proposed terms and conditions of City's acquisition of the Easement for a purchase price of \$25,000, plus all escrow and recording fees, the title insurance costs, as set forth in the form of an Agreement for Purchase and Sale of Real Estate (Agreement) and Easement Deed to convey the Easement (Easement Deed); and

WHEREAS, The Property Owner accepted the City's offer to purchase the Easement and signed the Agreement; and

WHEREAS, On March 25, 2025, the San Francisco Planning Department determined the Project to be categorically exempt under the California Environmental Quality Act (CEQA) Guidelines section 15301, Class 1 (Existing Facilities) and section 15303, Class 3 (New Construction or Conversion of Small Structures) under Case No. 2023-000654ENV; now, therefore, be it

RESOLVED, That this Commission hereby approves the terms and conditions of the Purchase and Sale Agreement and authorizes and directs the General Manager to execute the Agreement and Easement 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 and approve any amendments or modifications to the Agreement and Easement Deed, including without limitation, the exhibits, that the General Manager determines, in consultation with the City Attorney, are in the best interest of the City; do not materially increase the obligations or liabilities of the City; are necessary or advisable to effectuate the purposes and intent of the Agreement, Easement 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 San Francisco Public Utilities Commission at its meeting of December 9, 2025.*

  
\_\_\_\_\_  
*Director of Commission Affairs  
San Francisco Public Utilities Commission*



**San Francisco Ethics Commission**

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102  
 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 260014

Bid/RFP #:

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Dina Brasil	(415)934-3914
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
PUC Real Estate Services	dbrasil@sflower.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsu	<b>TELEPHONE NUMBER</b> (415)934-3914
<b>STREET ADDRESS (including City, State and Zip Code)</b> 495 Gaven Street, San Francisco, CA, 94134	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 260014
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 25,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> The Project includes the installation of a 10-foot internal diameter tunnel, to be designated as the Alemany Auxiliary Sewer. The tunnel would be installed along Alemany Boulevard and Gaven Street, south of I-280, and along Boutwell Street northeast of the I-280 and US-101 interchange. The Alemany Auxiliary Sewer would consist of an approximately 1.4-mile-long sewer line connecting to the existing Alemany Sewer, the Industrial Sewer, and the Islais Creek Transport/Storage Box. The proposed Alemany Auxiliary Sewer tunnel alignment crosses under the driveways of three private residential properties at the western terminus of Gaven Street, across property owned by Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust (Property Owner), located at 495 Gaven Street, San Francisco, designated as a portion of San Francisco Assessor's Parcel No. 5861-022.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	<b>THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM</b>
<input checked="" type="checkbox"/>	<b>A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES</b> Board of Supervisors
<input type="checkbox"/>	<b>THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS</b>

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Tsui	Robert	Other Principal Officer
2	Tsui	Thuyen Ly	Other Principal Officer
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



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

**DATE: January 2, 2026**

**SUBJECT: [Real Property Acquisition - Easement from Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust - Lower Alemany Area Stormwater Improvements - Not to Exceed \$25,000]**

Please see attached a proposed Resolution approving and authorizing the terms and conditions and authorizing the General Manager of the San Francisco Public Utilities Commission and/or the Director of Property to execute a Purchase and Sale Agreement and Easement Deed with Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust, for the acquisition of a 298.2-square-foot easement for a subsurface sewer tunnel under and across a portion of San Francisco Assessor's Parcel No. 5861-022, known as 495 Gaven Street, San Francisco, for a total amount not to exceed \$25,000 pursuant to Charter, Section 9.118; effective on the date the Purchase and Sale Agreement is executed by both parties; adopting findings that the conveyance is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and adopting a finding that the Purchase and Sale Agreement furthers a proper public purpose sufficient to meet Administrative Code, Section 23.30, market value requirements.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No. 25-0174 (PDF Version)
- Purchase and Sale Agreement (PDF Version)
- Easement Deed (PDF Version)
- Location Map (PDF Version)
- CEQA Categorical Exemption Form (PDF Version)
- General Plan Referral (PDF Version)

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

**Daniel Lurie**  
Mayor

**Joshua Arce**  
President

**Stephen E. Leveroni**  
Vice President

**Avni Jamdar**  
Commissioner

**Meghan Thurlow**  
Commissioner

**Kate H. Stacy**  
Commissioner

**Dennis J. Herrera**  
General Manager

