File No. 260301 **Committee Item No.** 3
Board Item No. 19

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation **Date:** April 27, 2026
Board of Supervisors Meeting: **Date:** May 5, 2026

Cmte Board

Cmte	Board	
☐	☐	**Motion**
☐	☐	**Resolution**
☒	☒	**Ordinance**
☒	☒	**Legislative Digest**
☐	☐	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☒	☒	**Introduction Form**
☐	☐	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☐	☐	**Contract / DRAFT Mills Act Agreement**
☐	☐	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

OTHER

☒	☒	PW Presentation – April 27, 2026
☒	☒	PW Order No. 212701 – March 24, 2026
☒	☒	DRAFT Offer of Dedication
☒	☒	DRAFT Quitclaim Deed
☒	☒	DRAFT Offer of Improvements
☒	☒	DRAFT Maps
☒	☒	DRAFTs TB 2E and 2W Public Sidewalk Easement Agmt and Exhibits A
☒	☒	PLN GPR Letter – November 28, 2023
☒	☒	OCII Reso 47-2022 – December 6, 2022
☒	☒	OCII Letter – March 18, 2026
☒	☒	Real Estate Division Letter – March 20, 2026

Prepared by: John Carroll **Date:** April 24, 2026
Prepared by: John Carroll **Date:** May 1, 2026
Prepared by: **Date:**

[East Clementina Street - Public Right-of-Way Acceptance - Establishing Official Sidewalk Widths - Approving Public Sidewalk Easements on Folsom Street]

Ordinance conditionally accepting an offer of dedication and quitclaim deed for real property from the Office of Community Investment and Infrastructure for a segment of East Clementina Street between Beale and Main Streets; conditionally accepting the segment of East Clementina Street for maintenance and liability; delegating to the Public Works Director the authority to: 1) accept this Street segment for City maintenance and liability purposes and 2) take other related actions such as establish official public right-of-way widths and street grades; conditionally accepting offers of improvements from Transbay 2 Family, L.P., and Transbay 2 Senior, L.P., (collectively, "Transbay 2") for public improvements on Beale, Folsom, and Main Streets and approving Folsom Street public sidewalk easements from Transbay 2; waiving the application of Ordinance No. 1061 entitled "Regulating the Width of Sidewalks" to allow establishment, expansion, and reduction of official sidewalk widths through administrative action associated with the Street Segment and Transbay 2 public improvements; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; approving a Public Works Order recommending various actions in regard to the segment of East Clementina Street and Transbay 2 public improvements; and authorizing official acts in connection with this Ordinance to be taken by the Public Works Director and other San Francisco officials, as defined herein.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Background and Findings.

(a) This legislation involves land dedication and City acceptance for maintenance and liability of a segment of East Clementina Street between Beale and Main Streets (the "East Clementina Street Segment" or "Street Segment") at the site of the temporary Transbay Bus Terminal, also known as Blocks 2 and 3 in the Transbay Redevelopment Plan Project Area. The public improvements on the East Clementina Street Segment are not complete at this time; however, the Successor Agency to the San Francisco Redevelopment Agency, known as the Office of Community Investment and Infrastructure ("OCII"), has submitted to the City and County of San Francisco ("City") an Offer of Dedication and a quitclaim deed for real property underlying the East Clementina Street Segment, including associated improvements ("OCII Deed"). OCII's submission of these documents now will allow the City, on an expedited basis, to own and accept the Street Segment when the street work is complete. The Offer of Dedication and draft OCII Deed are on file with the Clerk of the Board of Supervisors in File No. 260301 and incorporated herein by reference.

(b) Transbay 2 Family, L.P., and Transbay 2 Senior, L.P., (collectively, "Transbay 2") have presented Offers of Improvements for public infrastructure on Beale, Folsom, and Main Streets and related areas. These improvements include but are not limited to: curb and gutter; sidewalk; curb ramps; minor roadway resurfacing; street trees; permanently affixed benches; stormwater, sewer, domestic water, recycled water, and auxiliary water systems; streetlight systems; bike racks; and traffic signal infrastructure. Transbay 2 also has granted non-exclusive easements for pedestrian access, passage, ingress, and egress for public sidewalk purposes to the City along two property frontages of Folsom Street between Beale and Main Streets (the "Transbay 2 Sidewalk Easements"). The Offers of Improvements, draft

Transbay 2 Sidewalk Easements, and a diagram showing their location are on file with the Clerk of the Board of Supervisors in File No. 260301 and incorporated herein by reference.

(c) In accordance with the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.), OCII, as the lead agency under Public Resources Code Section 21067, found and determined that the actions contemplated in this ordinance were within the scope the Final Environmental Impact Statement/Environmental Impact Report on the Transbay Redevelopment Plan and related addenda, and require no additional environmental review pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Sections 15180, 15168, 15162, and 15163. These findings are found in OCII Commission Resolution No. 47-2022 adopted on December 6, 2022. A copy of OCII Commission Resolution No. 47-2022 is on file with the Clerk of the Board of Supervisors in File No. 260301 and incorporated herein by reference.

(d) In a letter dated March 18, 2026, OCII determined that the actions contemplated in this ordinance are consistent with the Transbay Redevelopment Plan and recommended that the Board of Supervisors accept the East Clementina Street Segment. A copy of the OCII letter is on file with the Clerk of the Board of Supervisors in File No. 260301 and incorporated herein by reference.

(e) In a letter dated November 28, 2023, the Planning Department found that actions related to the creation and City acceptance of the East Clementina Street Segment for maintenance and liability purposes, and other actions set forth in this ordinance are, on balance, in conformance with the General Plan and the eight priority policies of Planning Code Section 101.1. A copy of the Planning Department letter is on file with the Clerk of the Board of Supervisors in File No. 260301 and incorporated herein by reference.

(f) In Public Works Order ("PW Order") No. 212701, dated March 24, 2026, the Public Works Director, City Engineer, and County Surveyor (collectively, "PW Director")

recommended that the Board of Supervisors: (1) conditionally accept the Offer of Dedication and approve the OCII Deed, including the associated public improvements; (2) conditionally accept for City maintenance and liability purposes the East Clementina Street Segment, subject to its completion, inspection, and certification that it has been constructed in accordance with all provisions of the Municipal Code, City regulations, and standards, and is ready for its intended use; and (3) accept the Offers of Improvements from Transbay 2 for additional improvements on Beale, Folsom, and Main Streets.

(g) In the PW Order, the PW Director also recommended that the Board of Supervisors delegate the authority to the PW Director to declare the Street Segment as open public right-of-way; dedicate the Street Segment to public use; designate the Street Segment for street and roadway purposes; and accept it for City maintenance and liability purposes, subject to certain exceptions, upon completion of the Street Segment as set forth in subsection (f) above. The PW Director recommends that the acceptance of the East Clementina Street Segment for maintenance and liability purposes be subject to the following exceptions: (1) the portions of the Street Segment being accepted for street and roadway purposes are from back of sidewalk to back of sidewalk, unless specified otherwise; (2) acceptance of the Street Segment for City maintenance and liability purposes is from back of curb to back of curb, unless specified otherwise, and sidewalk maintenance is the responsibility of the adjacent property owners in accordance with the Public Works Code; and (3) encroachments that are permitted, not permitted, or both, are excluded from acceptance.

(h) In the PW Order, the PW Director further recommended that the Board of Supervisors delegate the authority to the PW Director to establish public right-of-way widths, sidewalk widths, and street grades on the East Clementina Street Segment and related areas, at the time of the Street Segment's completion as set forth in subsection (f) above, and adopt any associated official maps, such as an A-17 Map for public right-of-way width and Q-20

Drawings for sidewalk width and street grades. As part of this delegation, the PW Director recommended that the Board of Supervisors waive Ordinance No. 1061 on official sidewalk widths and authorize the PW Director to administratively establish and change the official sidewalk widths. The basis for this recommendation to delegate various actions to the PW Director is to allow for expedited processing of the East Clementina Street Segment public improvements and to facilitate a timely construction schedule for the upgrade to this Street Segment and surrounding areas.

(i) In the PW Order, the PW Director also recommended that the Board approve the Transbay 2 Sidewalk Easements for a portion of Folsom Street between Main and Beale Streets to ensure sufficient width of the adjacent sidewalk area. A copy of the PW Order, draft A-17 Map and Q-20 Drawings for sidewalk establishment for East Clementina, and various Q-20 Drawings for public sidewalk width and street grades associated with the Transbay 2 improvements are on file with the Clerk of the Board of Supervisors in File No. 260301 and incorporated herein by reference.

(j) In a letter dated March 20, 2026, the Director of the Real Estate Division of the Office of the City Administrator ("Director of Property") requested that the Board of Supervisors approve the draft OCII Deed and the Transbay 2 Sidewalk Easements in substantially the same form as that on file with the Clerk of the Board of Supervisors. A copy of the Director of Property letter is on file with the Clerk of the Board of Supervisors in File No. 260301 and incorporated herein by reference.

Section 2. Adoptions and Approvals.

(a) The Board of Supervisors, acting as a CEQA responsible agency under Public Resources Code Section 21069, adopts the OCII Commission's findings from Resolution No. 47-2022 as its own. The Board also adopts as its own the General Plan and Planning

Code Section 101.1 consistency findings in the Planning Department Letter, as referenced in Sections 1(e) of this ordinance, in connection with the acceptance of the East Clementina Street Segment and other actions specified in this ordinance.

(b) The Board of Supervisors has reviewed and approves PW Order No. 212701, including the PW Director's acknowledgements and recommendations, as referenced in Sections 1(f)-(i) of this ordinance, concerning the East Clementina Street Segment and public sidewalk easements, and other actions set forth in the PW Order.

Section 3. Conditional Acceptance of the Offer of Dedication and Approval of the OCII Deed for the East Clementina Street Segment; Conditional Acceptance of the Street Segment for City Maintenance and Liability; Approval of Public Sidewalk Easements; Related Actions.

(a) Pursuant to California Streets and Highways Code Section 1806, San Francisco Administrative Code Sections 1.51 et seq., and Public Works Order No. 212701, the Board of Supervisors hereby conditionally accepts the Offer of Dedication and approves the OCII Deed to allow completion of the East Clementina Street Segment to occur on City property and directs the Director of Property to take official acts associated with approving and recording this deed. In addition, the Board of Supervisors conditionally accepts the East Clementina Street Segment for City maintenance and liability purposes subject to its completion, inspection, and certification that it has been constructed in accordance with all provisions of the Municipal Code, City regulations, and standards, and is ready for its intended use. This conditional acceptance is subject to the conditions listed in Section 3(b).

(b) The Board of Supervisors conditionally accepts the East Clementina Street Segment pursuant to the terms for delegation set out in Sections 1(f)-(i) and Section 5 of this ordinance and the following conditions: (1) the portions of the Street Segment being accepted

for street and roadway purposes are constructed from back of sidewalk to back of sidewalk, unless specified otherwise; (2) acceptance of the Street Segment for City maintenance and liability purposes is from back of curb to back of curb, unless specified otherwise, and sidewalk maintenance is the responsibility of adjacent property owners in accordance with the Public Works Code; and (3) encroachments that are permitted, not permitted, or both, are excluded from acceptance.

(c) The Board of Supervisors approves the Transbay 2 Sidewalk Easements in substantially the form on file with the Clerk of the Board of Supervisors and delegates to the Director of Property the authority to approve and record said Easements. The Board hereby authorizes the Director of Property to modify or amend the terms of the Transbay 2 Sidewalk Easements in a manner that the Director of Property, in consultation with the City's Risk Manager and the City Attorney, deems necessary or advisable and in the City's best interests.

Section 4. Establishment of Public Right-of-Way Widths, Sidewalk Widths, and Street Grades; Delegation to the Public Works Director.

(a) The Board of Supervisors hereby authorizes the PW Director to establish public right-of-way widths, sidewalk widths, and street grades for the East Clementina Street Segment and to expand the sidewalk widths at: (1) Beale Street between East Tehama Street and Folsom Street; (2) Main Street between East Tehama Street and Folsom Street; (3) Folsom Street to approximately 60 feet east of Beale Street; and (4) Folsom Street to approximately 80 feet west of Main Street. In addition, this delegated authority includes the ability to administratively approve a one-foot sidewalk reduction mid-block on Folsom Street from 60 feet east of Beale Street to 80 feet west of Main Street. This delegation further includes the authority to administratively adopt the official A-17 Public Right-of-Way Width

Map and Q-20 Drawings for Sidewalk Width in connection with the actions set forth in Sections 4 and 5 of this ordinance.

(b) In furtherance of PW Order No. 212701, the Board of Supervisors hereby waives application of Ordinance No. 1061, entitled "Regulating the Width of Sidewalks," a copy of which is in the Clerk of the Board of Supervisors Book of General Ordinances, in effect May 11, 1910, and authorizes the PW Director to administratively establish official sidewalk widths for the East Clementina Street Segment and change public sidewalk widths as described in Section 4(a) at Beale, Main, and Folsom Streets, and record the sidewalk establishment and sidewalk width changes in the City's official records along with associated Q-20 Drawings.

(c) The sidewalk widths that the PW Director will establish pursuant to subsections (a) and (b) above for the East Clementina Street Segment and change for the other public sidewalks at Beale, Main, and Folsom Streets shall not obviate, amend, alter, or in any other way affect the maintenance obligations of the adjacent property owners as set forth in the Public Works Code, including its Section 706.

(d) Notwithstanding California Streets and Highways Code Sections 8000 et seq., the Board of Supervisors, in accordance with San Francisco Administrative Code Sections 1.51 et seq., chooses to follow its own procedures for the establishment of street grades. The Board of Supervisors authorizes the PW Director to establish the official street grades for the East Clementina Street Segment and show this on an official map associated with this Street Segment.

Section 5. Delegation to the Public Works Director to Accept the East Clementina Street Segment.

(a) Based on the PW Director recommendation in PW Order No. 212701, the Board of Supervisors determines that it would be efficient to eliminate the need for future Board of Supervisors actions related to accepting the East Clementina Street Segment through delegation of authority to the PW Director to: (1) dedicate the improvements to public use and declare it open public right-of-way; (2) designate the improvements for street and roadway purposes; (3) adopt public right-of-way widths, sidewalk widths, and street grades and any related official Public Works maps for the Street Segment and the sidewalk areas mentioned above in Section 4(a) at Beale, Main, and Folsom Streets; and (4) accept the improvements for City maintenance and liability purposes, subject to the maintenance responsibility of fronting property owners pursuant to the Public Works Code, including, but not limited to, Public Works Code Section 706, along with other actions necessary for or related to acceptance of the public improvements. The PW Director shall take these delegated actions only after certification regarding the completion of this Street Segment, a determination that it is ready for its intended use, and the satisfaction of other conditions described in Sections 1(f)-(i) and 3(b).

(b) Notwithstanding Administrative Code Sections 1.51 et seq., and in furtherance of California Streets and Highways Code Section 1806, the Board of Supervisors hereby delegates to the PW Director, in consultation with other affected City departments, the authority to take all official acts in regard to the East Clementina Street Segment that are identified in Public Works Order No. 212701 and described above in subsection (a).

Section 6. Authorization for Implementation.

(a) The Mayor, Clerk of the Board of Supervisors, Director of Property, and PW Director are hereby authorized and directed to take any and all actions that they or the City Attorney may deem necessary or advisable in order to effectuate the purpose and intent of

this ordinance, including, but not limited to, the filing of the ordinance and the Public Works A-17 Map and Q-20 Drawings, when completed, in the Official Records of the City.

(b) The Board directs the Director of Property to submit a copy of the recorded OCII Deed and Transbay 2 Sidewalk Easements within 30 days of their recordation to the Clerk of the Board for its file on this ordinance.

Section 7. Effective Date. This ordinance shall become effective at 12:00 a.m. on the 31st day after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within 10 days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: /s/ John D. Malamut
JOHN D. MALAMUT
Deputy City Attorney

4899-5800-5146, v. 1

FILE NO. 260301

LEGISLATIVE DIGEST

[East Clementina Street - Public Right-of-Way Acceptance - Establishing Official Sidewalk Widths - Approving Public Sidewalk Easements on Folsom Street]

Ordinance conditionally accepting an offer of dedication and quitclaim deed for real property from the Office of Community Investment and Infrastructure for a segment of East Clementina Street between Beale and Main Streets; conditionally accepting the segment of East Clementina Street for maintenance and liability; delegating to the Public Works Director the authority to: 1) accept this Street segment for City maintenance and liability purposes and 2) take other related actions such as establish official public right-of-way widths and street grades; conditionally accepting offers of improvements from Transbay 2 Family, L.P., and Transbay 2 Senior, L.P., (collectively, "Transbay 2") for public improvements on Beale, Folsom, and Main Streets and approving Folsom Street public sidewalk easements from Transbay 2; waiving the application of Ordinance No. 1061 entitled "Regulating the Width of Sidewalks" to allow establishment, expansion, and reduction of official sidewalk widths through administrative action associated with the Street Segment and Transbay 2 public improvements; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; approving a Public Works Order recommending various actions in regard to the segment of East Clementina Street and Transbay 2 public improvements; and authorizing official acts in connection with this Ordinance to be taken by the Public Works Director and other San Francisco officials, as defined herein.

Existing Law

When establishing new or modified public streets, San Francisco follows the procedures in California Streets and Highways Code Sections 1806 (street acceptance) and 8000 et seq. (street grades) and San Francisco Administrative Code Sections 1.51 et seq. Board of Supervisors' Ordinance No. 1061 established the official sidewalk widths throughout San Francisco. Ordinance No. 1061 is uncodified, but can be located in the Clerk of the Board of Supervisors Book of General Ordinances, in effect May 11, 1910, which is on file with the Clerk of the Board of Supervisors.

Amendments to Current Law

This ordinance would conditionally accept an offer and deed for fee title from OCII for a new segment of East Clementina Street between Beale and Main Streets (the "Street Segment"). The legislation would conditionally accept the Street Segment for City maintenance and liability and delegate to the Public Works Director the authority to take all official acts associated with creating this Street and related sidewalks once Public Works certifies that the street work is complete. The delegation associated with this street acceptance would include

dedicating the completed Street Segment to public use, designating it for street and roadway purposes, finally accepting it for City maintenance and liability, and establishing the official public right-of-way widths and street grades along with associated official maps and drawings. In addition, the ordinance would conditionally accept offers of improvements from Transbay 2 Family, L.P., and Transbay 2 Senior, L.P., (collectively, “Transbay 2”) for public improvements on Beale, Folsom, and Main Streets and approve Folsom Street public sidewalk easements from Transbay 2. The legislation would waive the application of Ordinance No. 1061 entitled “Regulating the Width of Sidewalks” to allow establishment, expansion, and reduction of official sidewalk widths through administrative action that are associated with the Street Segment and Transbay 2 public improvements. The ordinance would adopt environmental findings and findings of consistency with the General Plan and priority policies of Planning Code Section 101.1.

4934-1718-0570, v. 1

Transbay Development Projects

Acceptance of Public Infrastructure – Delegation Ordinance – BOS File # 260301

Board of Supervisors Land Use & Transportation Committee

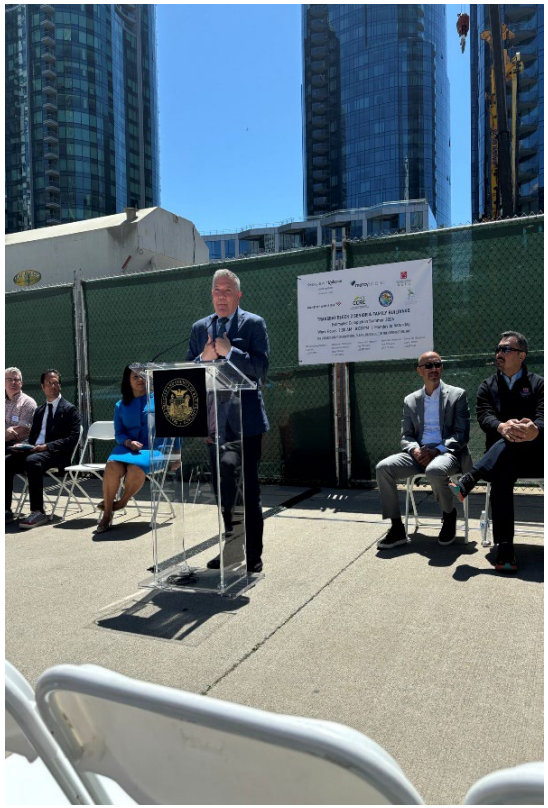
Regular Agenda Item No. 3

City Hall, Legislative Chambers, Room 250

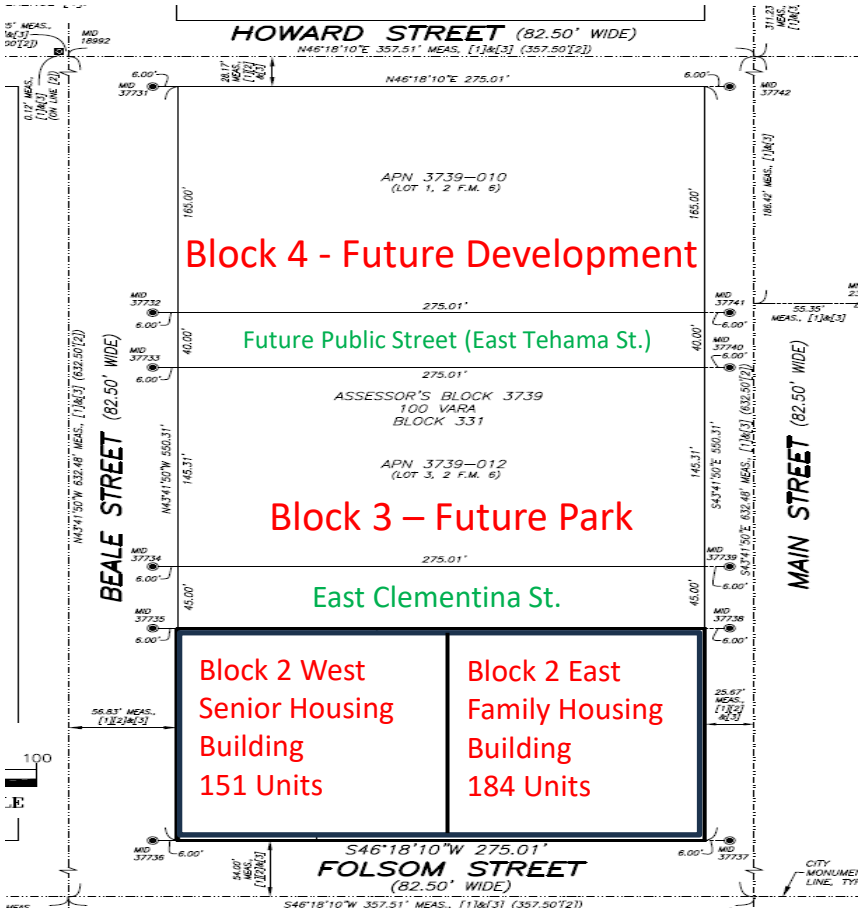
Monday, April 27, 2026

Transbay Development Projects

- OCII-led developments at Blocks 2, 3 and Block 4

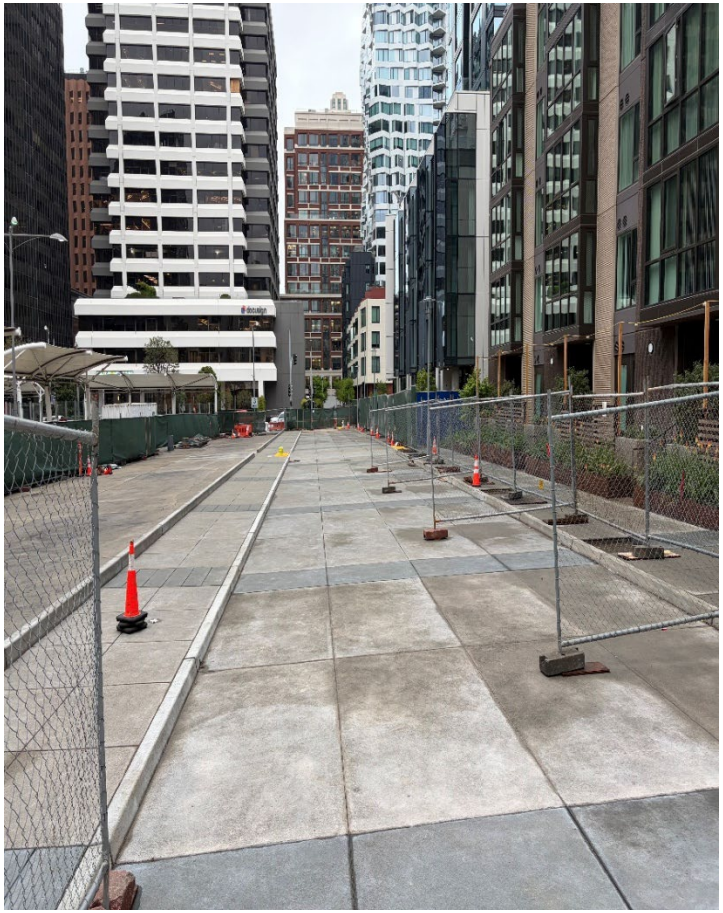


May 2024 – Groundbreaking
April 2025 – Street Naming
(Reso. No. 250295)
April 2026 – Infrastructure Acceptance



Block 2 – Two 100% affordable housing buildings (335 units)

Transbay Development Projects

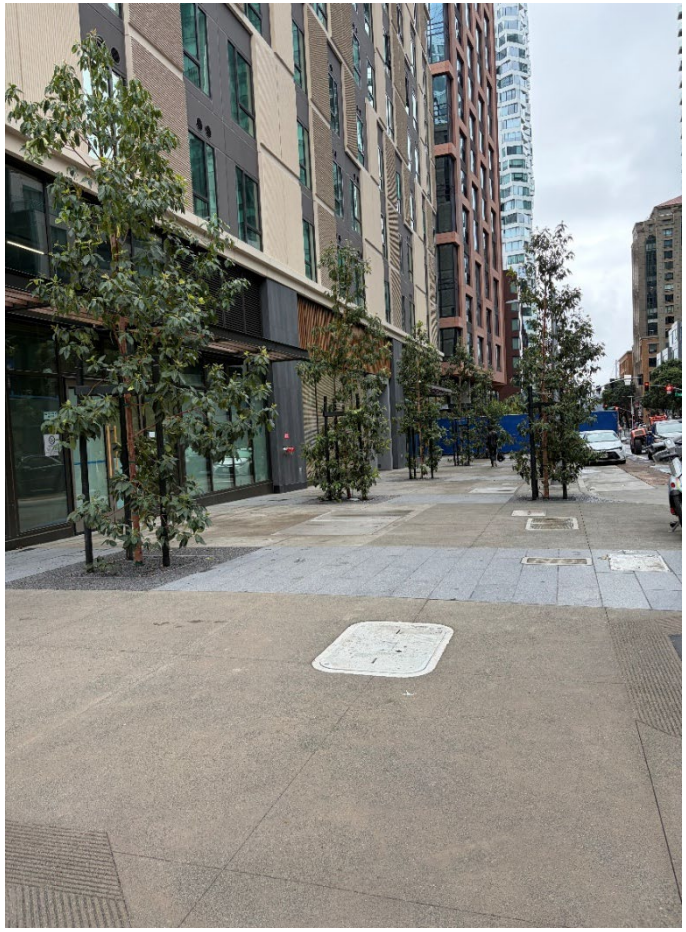


East Clementina – April 2026
Looking northeast from Beale Street

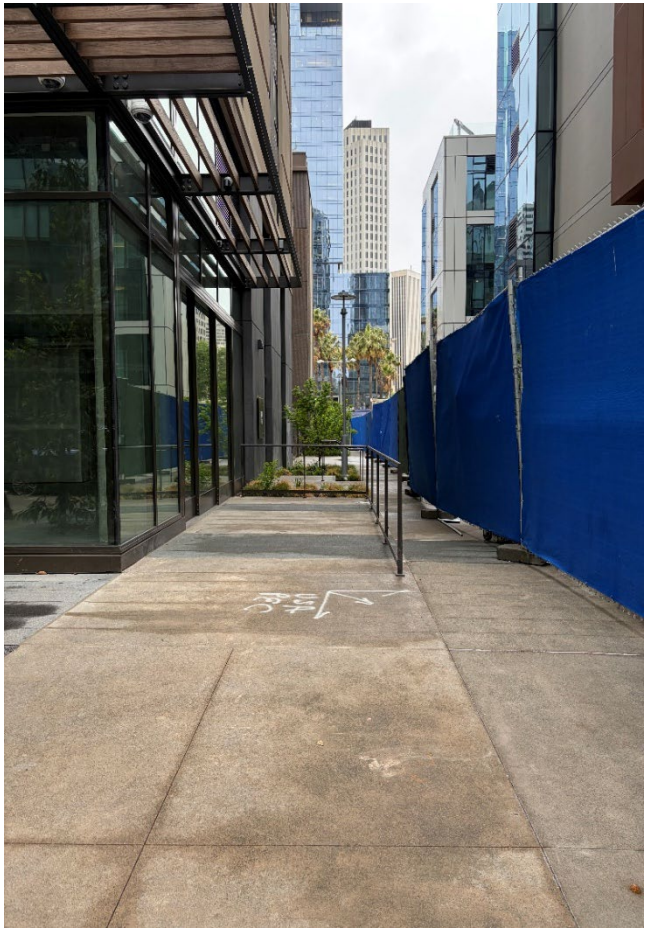
East Clementina – April 2026
Looking northeast from Beale Street

SAN FRANCISCO PUBLIC WORKS

Transbay Block 2 Projects – Construction near completion



Folsom Street – April 2026
Looking northeast from Beale Street



Public Mews –April 2026
Looking northwest from Folsom Street

SAN FRANCISCO PUBLIC WORKS

Ordinance and Public Works Order

- **Ordinance and Public Works Order No. 212701 - Recommending the BOS to conditionally:**
  - **Approve Offer of Dedication and Quitclaim Deed;**
  - **Accept East Clementina Street for ownership, maintenance and liability; and**
  - **Delegate to Director of Public Works:**
    - **To take various actions related to accept this street segment for City ownership, maintenance and liability purposes;**
    - **Establish official public right-of-way widths and street grades;**
    - **Allow administrative establishment of official sidewalk width; and**
    - **Approve public sidewalk easements on Folsom Street**

Thank you! Joined by OCII staff and Development Partners (CCDC and Mercy Housing) who are also available to answer any questions.

SAN FRANCISCO PUBLIC WORKS

Docusign Envelope ID: 0E68BC88-76D6-4B5D-ABF4-342DA3AC19CC

San Francisco Public Works
General – Director's Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 212701

Recommending the conditional approval of an offer of dedication and quitclaim deed for real property from the Office of Community Investment and Infrastructure for a segment of East Clementina Street between Beale and Main Streets; the conditional acceptance of a segment of East Clementina Street for maintenance and liability; delegation of authority to the Public Works Director to: 1) take various actions related to accept this Street segment for City maintenance and liability purposes and 2) establish official public right-of-way widths and street grades; delegation to allow establishment of official sidewalk widths through administrative action; and approval of public sidewalk easements on Folsom Street.

Background and Findings

The Public Works Director (or "Director") acknowledges the following facts, and makes the findings set forth below in support of the decisions and recommendations in this Order:

1. This Order addresses a Board of Supervisors ordinance concerning land dedication of and City acceptance for maintenance and liability of a segment of East Clementina Street between Beale and Main Streets (the "East Clementina Street Segment") at the site of the temporary Transbay Bus Terminal also known as Block 2 and Block 3 in the Transbay Redevelopment Plan Project Area. The public improvements on the East Clementina Street Segment and related areas are not complete at this time; however, the Successor Agency to the San Francisco Redevelopment Agency, Office of City Investment and Infrastructure ("OCII"), has submitted an offer of dedication and a quitclaim deed for real property underlying the East Clementina Street Segment ("OCII Deed"). OCII's submission of these documents now will allow the City, on an expedited basis, to own and accept this Street Segment when the street work is complete. Copies of this Offer is attached to this Order.

2. Transbay 2 Family, L.P and Transbay 2 Senior, L. P (collectively "Transbay 2") have presented Offer of Improvements from for public infrastructure for additional areas on Beale, Folsom, and Main Streets and related areas. These improvements include, but are not limited to: curb and gutter; sidewalk; curb ramps; minor roadway resurfacing; street trees; permanently

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affixed benches; stormwater, sewer, domestic water, recycled water, and auxiliary water systems; streetlights systems; bike racks; and traffic signal infrastructure. In addition, Transbay 2 granted non-exclusive easements for pedestrian access, passage, ingress, and egress for public sidewalk purposes to the City along two property frontages of Folsom Street between Beale and Main Streets (the "Transbay 2 Sidewalk Easements"). Offers of Improvement, the draft of the easements, and a sketch showing the location are attached to this Order.

3. In accordance with the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.), OCII, as the lead agency under Public Resources Code Section 21067, found and determined that the actions contemplated in the Board of Supervisors ordinance were within the scope the Final Environmental Impact Statement/Environmental Impact Report on the Transbay Redevelopment Plan and related addenda require no additional environmental review pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Sections 15180, 15168, 15162 and 15163. These findings are found in OCII Commission Resolution No. 47-2022 adopted on December 12, 2022. A copy of OCII Commission Resolution No. 47-2022 is attached to this Order.

4. In a letter dated March 18th, 2026, OCII determined that the actions contemplated in the Board's ordinance are consistent with the Transbay Redevelopment Plan and recommended that the Board accept the East Clementina Street Segment. A copy of the OCII letter is attached to this Order.

5. In a letter dated November 28, 2023, the Planning Department found that actions related to the creation and City acceptance of the East Clementina Street Segment for maintenance and liability purposes, and other actions set forth in the ordinance are, on balance, in conformance with the General Plan and the eight priority policies of Planning Code Section 101.1. A copy of the Planning Department letter is attached to this Order.

6. In a letter dated March 20, 2026, the Director of the Real Estate Division of the Office of the City Administrator (the "Director of Property") requested that the Board of Supervisors approve the draft OCII Deed and the Block 2 Developer Sidewalk Easements in substantially the same form as that on file with the Clerk of the Board of Supervisors. A copy the letter is attached with this order.

Docusign Envelope ID: 0E68BC88-76D6-4B5D-ABF4-342DA3AC19CC

NOW THEREFORE BE IT ORDER THAT,

Acceptance of Infrastructure

1. The Director, with certification from the County Surveyor and City Engineer, recommend that the Board of Supervisors conditionally accept the OCII Offer of Dedication and OCII Deed for East Clementina Street segment, including the associated public improvements, as specified in the Board of Supervisors ordinance;

2. The Director recommends the Board of Supervisors conditionally accept the East Clementina Street Segment for City maintenance and liability purposes subject to its completion and inspection and a certification that it has been constructed in accordance with all provisions of the Municipal Code, City regulations, and standards, and is ready for its intended use.

3. The Director recommends the Board of Supervisors accept the Offers of Improvement for Transbay 2 for additional improvements on Beale, Folsom, and Main Street and approve Transbay 2 Sidewalk Easements.

Delegation of Acceptance of Infrastructure

1. The Public Works Director recommends that the Board delegate the authority to the Director to accept new infrastructure, assume maintenance and liability responsibilities, and take other Official Act regarding East Clementina Street Segment as follows:

    A. Declare East Clementina Street Segment open public right-of-way; dedicate the East Clementina Street Segment to public use; designate this Street Segment for street and roadway purposes; and accept it for City maintenance and liability purposes, subject to certain exceptions as detailed in the ordinance.

    B. Establish Public Right-of-Way Widths, Sidewalk Widths, and street grades for the East Clementina Street Segment and the expanded sidewalk at Beale Street between East Tehama Street and Folsom Street; Main Street between East Tehama Street and Folsom Street; Folsom Street to approximately 60 feet east of Beale Street; Folsom Street to approximately 80 feet west of Main Street. In addition, the delegated authority should include the ability to approve a one-foot sidewalk reduction mid-block on Folsom Street from 60 feet east of Beale Street to 80 feet west of Main Street and adopt the official A-17 Public Right-of-Way Width Map and Q-20 Drawings for Sidewalk Width in connection with these actions.

Docusign Envelope ID: 0E68BC88-76D6-4B5D-ABF4-342DA3AC19CC

C. Waive application of Ordinance No. 1061, entitled "Regulating the Width of Sidewalks," a copy of which is in the Clerk of the Board of Supervisors Book of General Ordinances, in effect May 11, 1910, and authorize the Public Works Director to administratively establish official sidewalk widths for the East Clementina Street Segment; change public sidewalk width as described in Subsection (B) above at Beale, Main and Folsom Streets; and record the sidewalk establishment and sidewalk width change in the City's official records along with associated Q-20 Drawings.

D. The approval actions described above for East Clementina Street Segment and other public sidewalks at Beale Street, Main and Folsom streets shall not obviate, amend, alter, or in any other way affect the maintenance obligations of the adjacent property owners as set forth in the Public Works Code, including its Section 706.

E. Pursuant to San Francisco Administrative Code Sections 1.51 et seq. and as further described in the Board ordinance, authorize the Director to establish the official street grades for the East Clementina Street Segment and show these on an official map associated with this Street Segment.

2. The Director recommends the Board of Supervisors approve the Transbay 2 Sidewalk Easements and delegate to the Director of Property the authority to modify, or amend, the terms of the Easements in a manner that the Director of Property, in consultation with the City's Risk Manager and the City Attorney, deems necessary or advisable and in the City's best interests.

X Signed by: Albert J. Ko 281DC30E04CF41A...

Ko, Albert J
City Engineer and Deputy Director

X DocuSigned by: Carla Short 073CF73A4EA6486...

Short, Carla
Director

RECORDING REQUESTED BY:
City and County of San Francisco

WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to Government Code § 6103

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

APN: Block 3739, Lot 013
Situs: East Clementina Street between Beale Street and Main Street

OFFER OF DEDICATION
Block 3739, Lot 013
(East Clementina Right of Way)

The SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body organized and existing under the laws of the State of California, commonly referred to as the Office of Community Investment and Infrastructure ("OCII" or "Successor Agency"), being the fee title owner of record of the Property (defined below), hereby irrevocably offers to dedicate, in fee title, to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, and its successors and assigns (the "City"), any and all right, title and interest in the real property (including any improvements thereon or therein) situated in the City and County of San Francisco, State of California, described in Exhibit A and shown as Lot 4 (APN 3739-013) on Exhibit A-1 (A-17-245) attached hereto (the "Property").

It is understood and agreed that the City, and its successors or assigns, shall incur no liability or obligation whatsoever with respect to the Property, and, except as may be provided by separate instrument, shall not assume any responsibility for the Property or any improvements thereon or therein, unless and until the real property is conveyed to and accepted by the City by appropriate action of the City's Board of Supervisors. Any such conveyance and acceptance will be evidenced by the execution and recordation of a quitclaim deed.

The provisions hereof shall insure the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

DRAFT

IN WITNESS WHEREOF, the undersigned has executed this instrument this ___ day of _____, 2026.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body organized and existing under the laws of the State of California

By: _____

Name: Thurston Kaslofsky
Title: Executive Director

Date: _____

DRAFT

EXHIBIT A

(Legal Description)

All that real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

[Lot 4 of Final Transfer Map 10327 in the City and County of San Francisco, State of California and recorded July 1, 2021 in Book 2 of Maps Pages 6 through 8, San Francisco County Records.]

Also excepting therefrom the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said property or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the right of ingress and egress beneath the surface of said land to explore for, extract, mine and remove the same and to make such use of said property beneath the surface as is necessary or useful in connection therewith, which use may include lateral or slant drilling, boring, digging or sinking of wells, shafts or tunnels; but without the right to drill, dig or mine through the surface of said property in the exercise of said rights and without the right to disturb the surface of said land or otherwise develop the same in such manner as to endanger the safety of any highway structures that may be constructed on said property, as excepted in the indenture by and between Southern Pacific Company, a Delaware corporation, and State of California, dated April 25, 1955, recorded April 10, 1956 in Book 6822, Page 127 of Official Records

APN: 3739-013

DRAFT

EXHIBIT A-1

(A-17 Map)

[Attached]

DRAFT

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)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

DRAFT

RECORDING REQUESTED BY:
City and County of San Francisco

WHEN RECORDED RETURN TO:

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

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

Documentary Transfer Tax is Zero.
Official Business Entitled to Free Recordation Pursuant to Government Code § 6103
APN: Block 3739, Lot 013
Situs: East Clementina Street between Beale Street and Main Street

QUITCLAIM DEED

Block 3739, Lot 013
(East Clementina Right of Way)

WHEREAS, Redevelopment Dissolution Law (California Health and Safety Code Section 34170 et seq.) requires the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, commonly referred to as the Office of Community Development and Infrastructure ("**OCII**"), to dispose of its real estate assets under a Long-Range Property Management Plan (**"PMP"**), which the California Department of Finance and the Oversight Board of the City and County of San Francisco approved, by Resolution No. 14-2015 (Nov. 23, 2015);

WHEREAS, OCII and the City and County of San Francisco ("**City**") entered into a "Memorandum of Understanding for the Construction Phase of the PHASE I – Streetscape Infrastructure (TRANSBAY BLOCK 3 PARK AND STREETSCAPE IMPROVEMENT PROJECT)" dated October 25, 2025 ("**Construction MOU**") pursuant to which OCII is funding, and City is managing, the construction contract of the Clementina Street right-of-way ("**ROW**") and City acceptance of the improvements constructed pursuant thereto ("**Acquisition Facilities**");

WHEREAS, under a separate Memorandum of Understanding with City, dated May 21, 2024 ("**ITF MOU**"), City's Infrastructure Task Force will "facilitate the processing of the Infrastructure Acceptance packages in preparation for Board of Supervisor meetings" [and] "process the recordation of maps, easements or agreements as required;"

WHEREAS, the activities related to the construction and processing of the Infrastructure Acceptance packages have been completed in accordance with the Construction MOU and the ITF MOU; and

WHEREAS, the PMP requires OCII to dedicate the ROW to City following construction review and approval by City.

DRAFT

Quitclaim

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body organized and existing under the laws of the State of California, commonly referred to as the Office of Community Investment and Infrastructure ("OCII" or "Successor Agency") ("Grantor"), QUITCLAIMS to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Grantee"), and its successors and assigns, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, described in Exhibit A (Legal Description) attached hereto and made a part hereof.

This quitclaim is made subject to all covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and title matters of record.

This Quitclaim Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication Block 3739, Lot 013 dated as of _____, 2026, which was recorded on _____, 2026 as Document No. 2026-_____, Reel _____ and Image _____, in the Official Records of the City and County of San Francisco (the "Offer"). Upon Grantee's acceptance of this Quitclaim Deed and the recording hereof, all obligations of Grantor are satisfied in all respects.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____day of _____, 2026.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California

By: _____

Name: Thurston Kaslofsky
Title: Executive Director

Date: _____

DRAFT

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed by this deed dated _____, 2026, from SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body organized and existing under the laws of the State of California to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Grantee"), is hereby accepted by the undersigned on behalf of Grantee, pursuant to the authority conferred by Board of Supervisors' Resolution _____, adopted _____, 2026, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2026

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah Oerth
Director of Property

APPROVED LEGAL DESCRIPTION

By: _____
Elias W. French
County Surveyor
LS _____
Expires _____

DRAFT

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)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

DRAFT

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)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

DRAFT

EXHIBIT A

Legal Description

Lot 4 of Final Transfer Map 10327 in the City and County of San Francisco, State of California and recorded July 1, 2021 in Book 2 of Maps Pages 6 through 8, San Francisco County Records.

Also excepting therefrom the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said property or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the right of ingress and egress beneath the surface of said land to explore for, extract, mine and remove the same and to make such use of said property beneath the surface as is necessary or useful in connection therewith, which use may include lateral or slant drilling, boring, digging or sinking of wells, shafts or tunnels; but without the right to drill, dig or mine through the surface of said property in the exercise of said rights and without the right to disturb the surface of said land or otherwise develop the same in such manner as to endanger the safety of any highway structures that may be constructed on said property, as excepted in the indenture by and between Southern Pacific Company, a Delaware corporation, and State of California, dated April 25, 1955, recorded April 10, 1956 in Book 6822, Page 127 of Official Records

APN: 3739-013

DRAFT

[Not for Recording]
City and County of San Francisco
Director of Property
25 Van Ness Avenue
Suite 400
San Francisco, CA 94102

OFFER OF IMPROVEMENTS
(Infrastructure Improvements, Public Rights of Way along Street Frontages of Beale, Folsom, and Main Streets)

TRANSBAY 2 SENIOR, L.P., a California limited partnership, and TRANSBAY 2 FAMILY, L.P., a California limited partnership, do hereby irrevocably offer to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and its successors and assigns, those certain public improvements, described in **Exhibit A** and as shown in **Exhibit B** attached hereto, along the street frontages of Beale, Folsom, and Main Streets, constructed or installed pursuant to Street Improvement Permits 23IE-00337 and 23IE-00338 and Side Sewer Permits 24S-00045 and 24S-00077 for said improvements, and the improvement plans and specifications described therein and issued thereunder, for the Transbay Block 2 Streetscape Improvements Project, (the "Improvements"), but excepting therefrom those portions of the Improvements which are identified on the as-built drawings as PG&E service conduits and vaults, AT&T service conduits and Comcast service conduits, which are facilities to be transferred to "private" joint trench participants.

It is understood and agreed that: (i) upon acceptance of this offer of Improvements the City shall own and be responsible for maintenance of the offered public facilities and improvements, and (ii) the City and its successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of Improvements, and, except as may be provided by separate instrument, shall not assume any responsibility for the offered Improvements, unless and until such offer has been accepted by appropriate action of the Board of Supervisors.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned has executed this instrument this ___ day of _____, 2026.

Transbay 2 Senior, L.P.,
a California limited partnership

Managing General Partner:

CCDC Transbay 2 LLC,
a California limited liability company

By: Chinatown Community Developer
Center Inc., a California nonprofit public benefit corporation,
Its sole member/manager

By: _____
Name: Malcolm Yeung
Its: Executive Director

Transbay 2 Family, L.P.,
a California limited partnership

Managing General Partner:

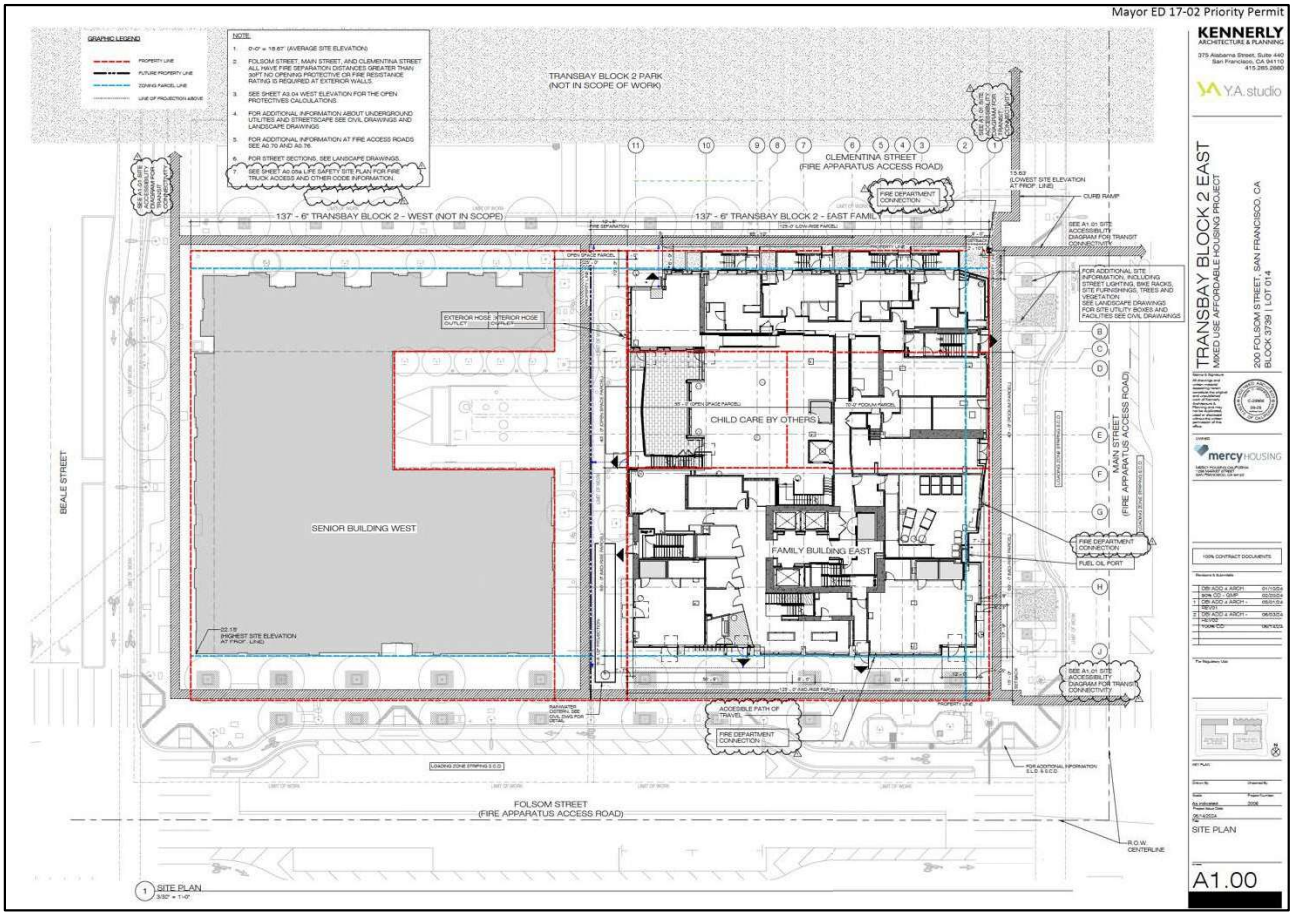
Transbay 2 Family LLC,
a California limited liability company

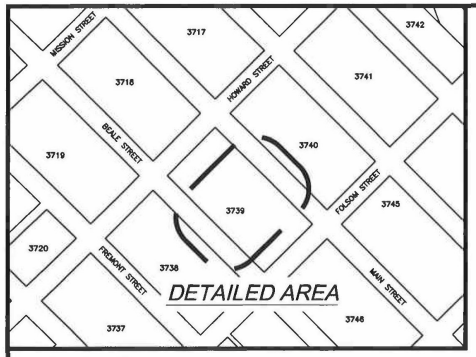
By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: Ramie Dare
Its: Vice President

EXHIBIT B

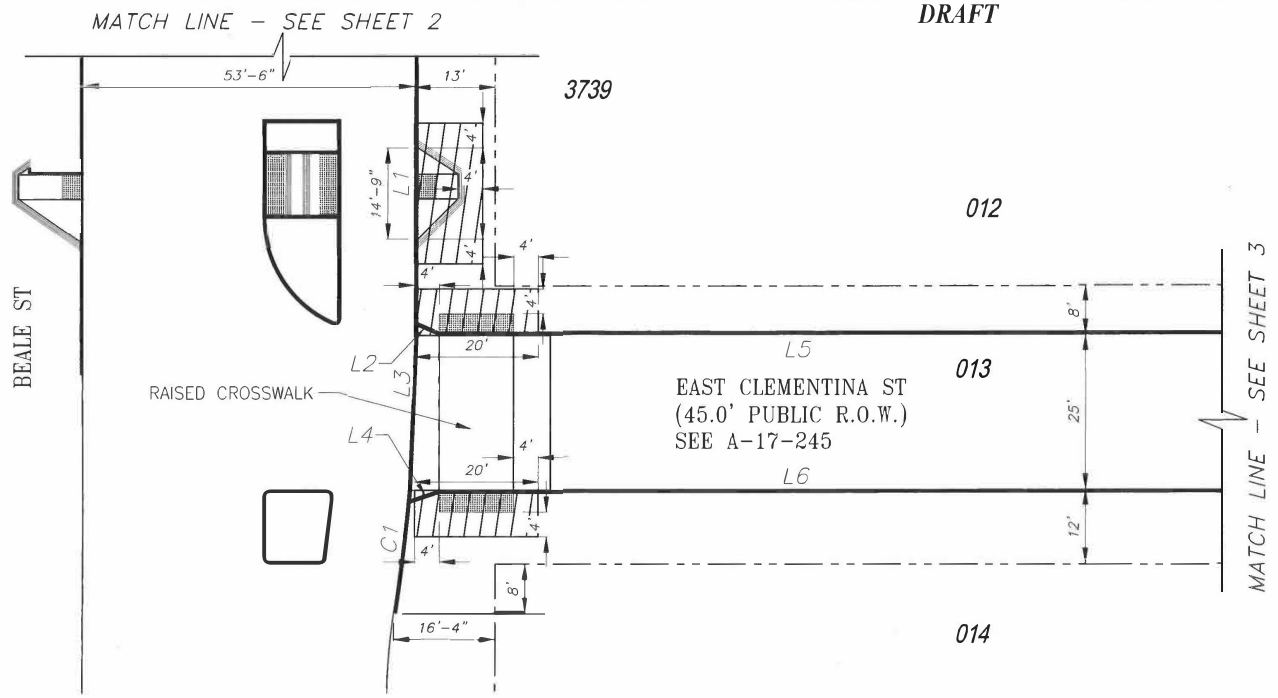
Site Map





VICINITY MAP
NOT TO SCALE

DRAFT



0 10 20 40
(IN FEET)
1 inch = 20 ft.

LINE TABLE	
LINE #	LENGTH
L1	42.37'
L2	3.79'
L3	25.05'
L4	4.90'
L5	303.50'
L6	259.74'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.14'	297.31'	3°52'51"

LEGEND

3739 012	ASSESSORS BLOCK AND LOT NUMBER
	NEW CURB LINE
	PROPERTY LINE
	EXISTING OFFICIAL CURB TO REMAIN
	EXISTING OFFICIAL CURB TO BE REMOVED
	AREA UNDER SAN FRANCISCO PUBLIC WORKS JURISDICTION FOR MAINTENANCE

PROFESSIONAL LAND SURVEYOR
ELIAS WINSLOW FRENCH
No. 9406
STATE OF CALIFORNIA

APPROVED:

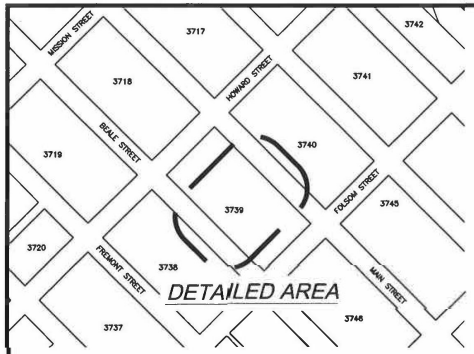
DATE

ELIAS WINSLOW FRENCH, PLS 9406
CITY & COUNTY SURVEYOR

CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS

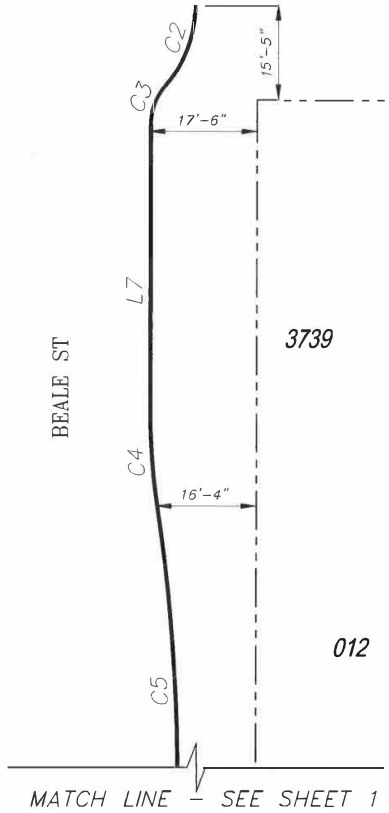
OFFICIAL SIDEWALK CHANGE AT THE INTERSECTION OF BEALE STREET AND EAST CLEMENTINA STREET, FRONTING AB 3739 LOT 012, AB 3739 LOT 013 AND AB 3739 LOT 014

FILE: Q-20-1307	SHEET 1 OF 4	SCALE: 1" = 20'	REVISION



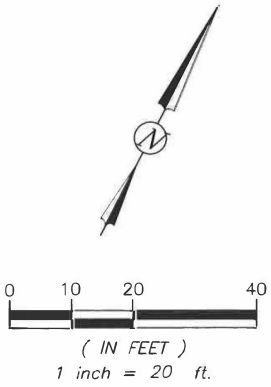
VICINITY MAP
NOT TO SCALE

DRAFT



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C2	14.12'	20.00'	40°26'54"
C3	7.06'	10.00'	40°26'48"
C4	15.05'	100.00'	8°37'22"
C5	45.15'	300.00'	8°37'22"

LINE TABLE	
LINE #	LENGTH
L7	46.63'



PROFESSIONAL LAND SURVEYOR
ELIAS WINSLOW FRENCH
No. 9406
STATE OF CALIFORNIA

APPROVED:

ELIAS WINSLOW FRENCH, PLS 9406
CITY & COUNTY SURVEYOR

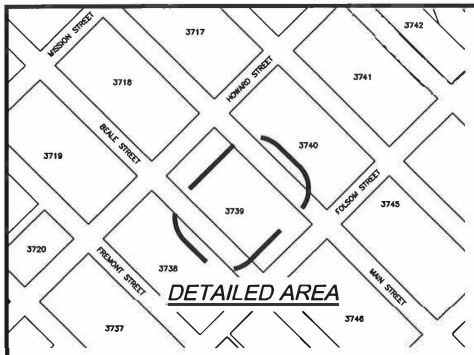
DATE

CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS

OFFICIAL SIDEWALK CHANGE AT THE BEALE STREET, FRONTING AB 3739 LOT 012

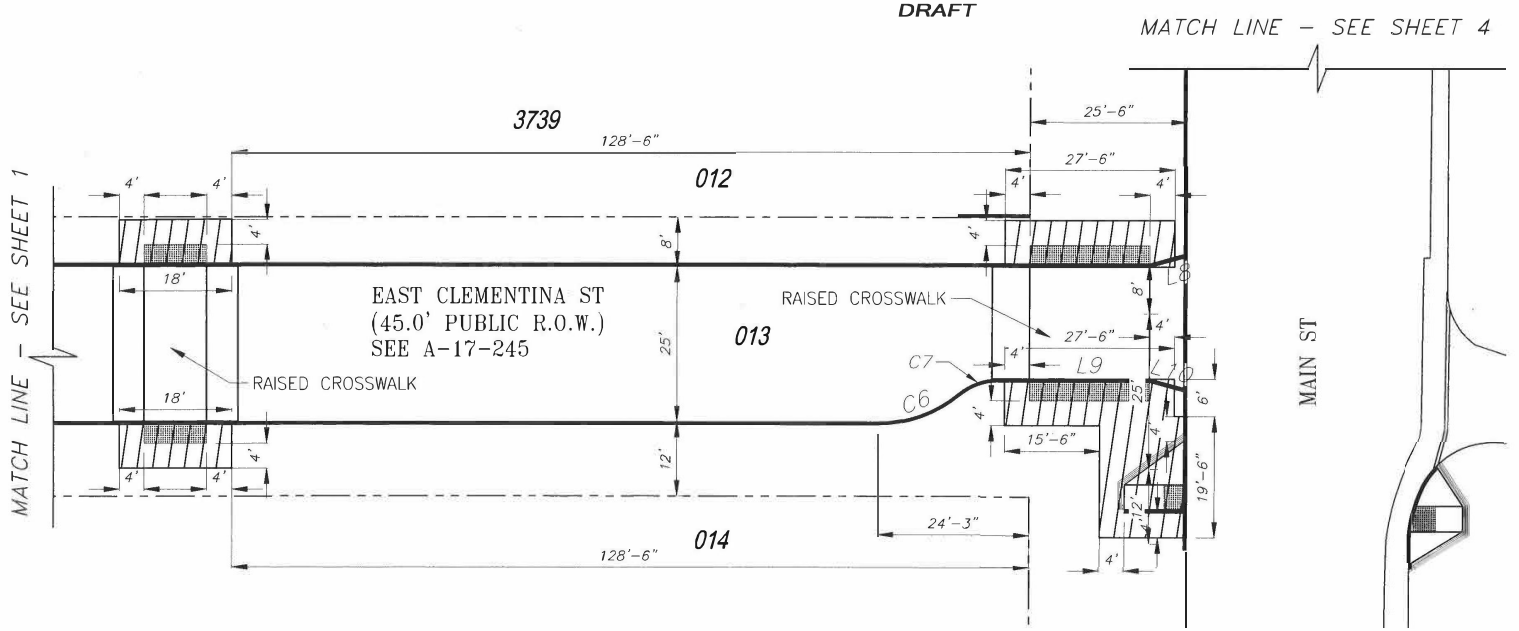
FILE: Q-20-1307	SHEET 2 OF 4	SCALE: 1"= 20'	REVISION

KLongso Mar 05, 2026 - 3:29pm V:\10991_Transbay_Park\2_Design\Working_Drawings\ESH\Current\Q-Map\10991_Q-Map_Ph 1.dwg



VICINITY MAP
NOT TO SCALE

DRAFT



0 10 20 40
(IN FEET)
1 inch = 20 ft.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	13.94'	20.00'	39°56'40"
C7	6.97'	10.00'	39°56'40"

LINE TABLE	
LINE #	LENGTH
L8	5.70'
L9	24.50'
L10	5.70'

PROFESSIONAL LAND SURVEYOR
ELIAS WINSLOW FRENCH
No. 9406
STATE OF CALIFORNIA

APPROVED:

ELIAS WINSLOW FRENCH, PLS 9406
CITY & COUNTY SURVEYOR

DATE

CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS

OFFICIAL SIDEWALK CHANGE AT EAST CLEMENTINA STREET, FRONTING AB 3739 LOT 012, AB 3739 LOT 013 AND AB 3739 014

FILE: Q-20-1307 | SHEET 3 OF 4 | SCALE: 1"= 20' | REVISION

KLiongso Mar 05, 2026 - 3:29pm V:\10991_Transbay_Park\2_Design\Working_Drawings\ESH\Current\0-Map\10991_0-Map_Ph 1.dwg

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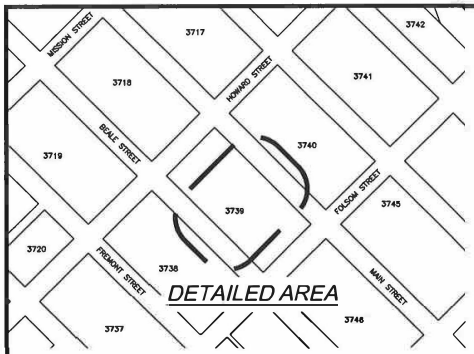
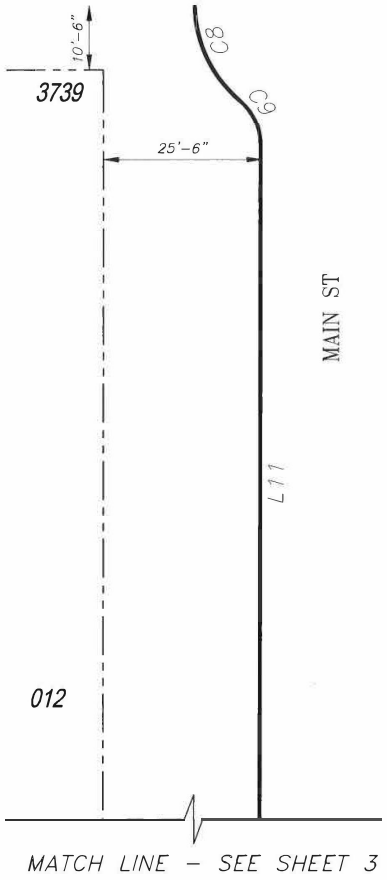
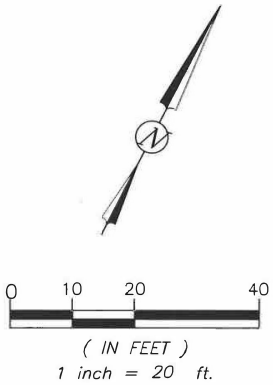


VICINITY MAP
NOT TO SCALE



MATCH LINE – SEE SHEET 3



(IN FEET)
1 inch = 20 ft.

LINE TABLE	
LINE #	LENGTH
L11	186.30'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	17.16'	20.00'	49°09'22"
C9	8.57'	10.00'	49°05'40"

PROFESSIONAL LAND SURVEYOR
ELIAS WINSLOW FRENCH
No. 9406
STATE OF CALIFORNIA

APPROVED:

ELIAS WINSLOW FRENCH, PLS 9406
CITY & COUNTY SURVEYOR

DATE

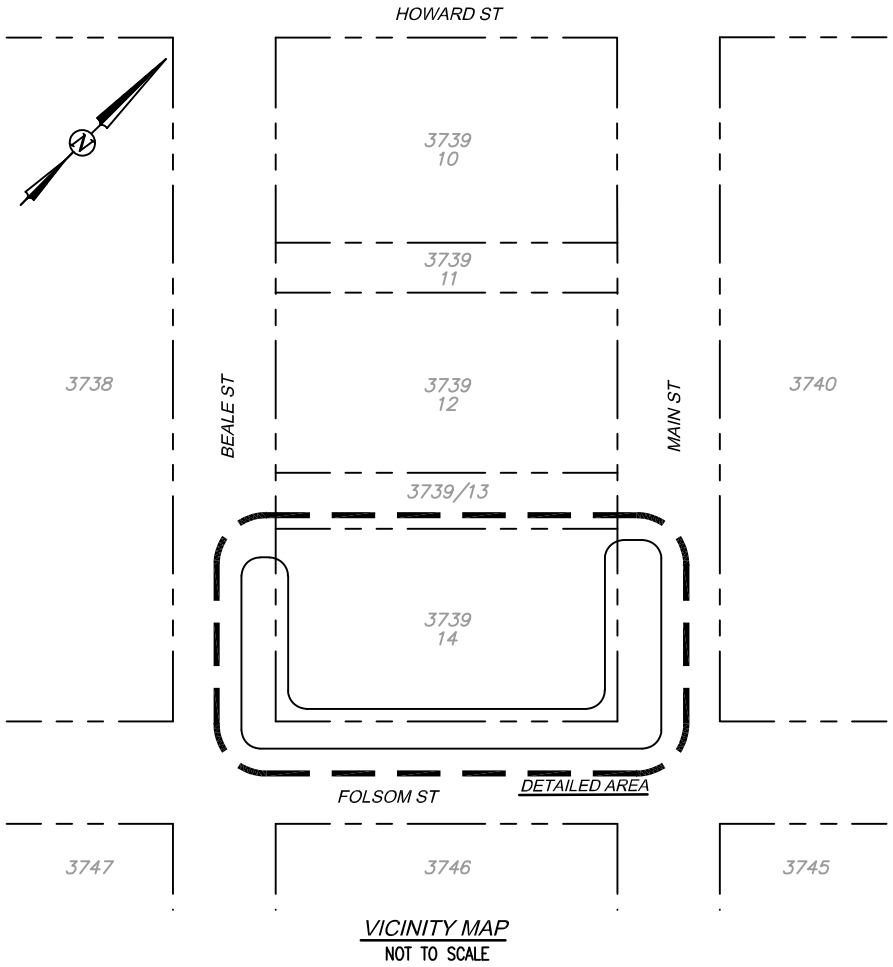
CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS

FILE: Q-20-1307	SHEET 4 OF 4	SCALE: 1"= 20'	REVISION

KLongso Mar 05, 2026 - 3:29pm V:\1099L_Transbay_Park\2_Design\Working_Drawings\ESH\Current\Q-Map\1099L_Q-Map_Ph 1.dwg

REFERENCE: 317_GM

DRAFT



VICINITY MAP
NOT TO SCALE

LEGEND

3739 014 — ASSESSORS BLOCK AND LOT NO.

NEW CURB LINE

PROPERTY LINE

EXISTING OFFICIAL CURB TO REMAIN

EXISTING OFFICIAL CURB TO BE REMOVED

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	15.71	10.00	90°00'00"
C2	7.48	10.00	42°50'00"
C3	14.95	20.00	42°50'00"
C4	12.35	15.00	47°09'23"
C5	8.23	10.00	47°09'23"
C6	15.71	10.00	90°00'01"
C7	7.48	10.00	42°50'00"
C8	14.95	20.00	42°50'00"
C9	14.95	20.00	42°50'00"
C10	7.48	10.00	42°50'00"

LINE TABLE	
LINE #	LENGTH
L1	139.03
L2	23.87
L3	161.33
L4	74.08
L5	41.60
L6	54.00
L7	16.60

PROFESSIONAL LAND SURVEYOR ELIAS WINSLOW FRENCH NO. 9406 No. 9406 STATE OF CALIFORNIA

APPROVED:

ELIAS WINSLOW FRENCH, PLS 9406
CITY &COUNTY SURVEYOR

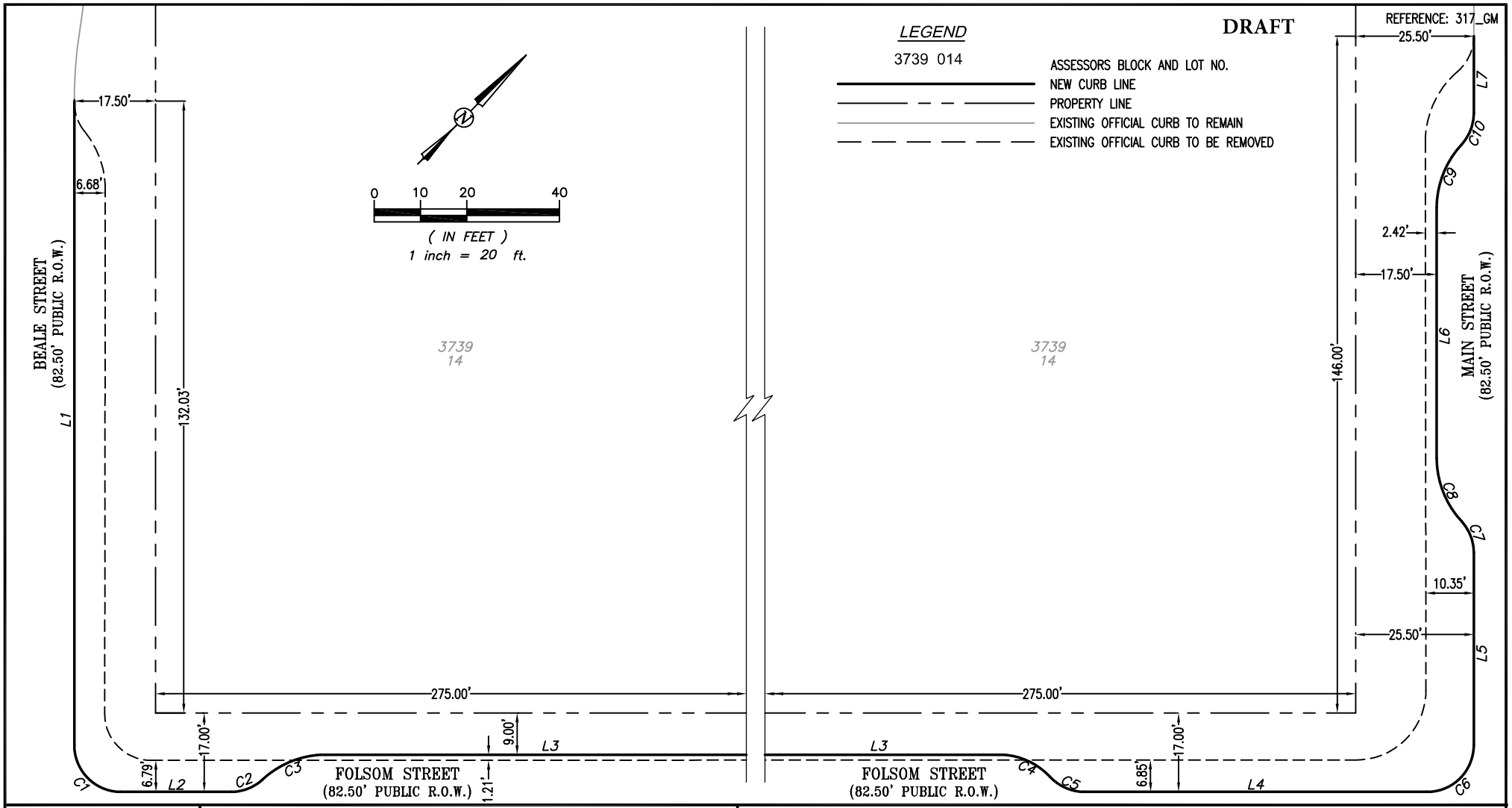
DATE

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

OFFICIAL SIDEWALK CHANGE OF BEALE STREET, FOLSOM STREET, AND MAIN STREET, FRONTING ASSESSOR BLOCK 3739 LOT 014

FILE: Q-20-1308	SHEET 1 OF 2	SCALE: 1"=20'	REVISION

Joseph Oct 01, 2025 - 1:06pm P:\Jobs\FILE2021\21033A10 Transbay Block 2, San Francisco\DESIGN\QMAP-21033A10.dwg



Joseph Oct 01, 2025 - 1:06pm P:\Jobs\FILE2021\21033A10 Transbay Block 2, San Francisco\DESIGN\QMAP-21033A10.dwg

PROFESSIONAL LAND SURVEYOR
ELIAS WINSLOW FRENCH
NO. 9406
STATE OF CALIFORNIA

APPROVED:

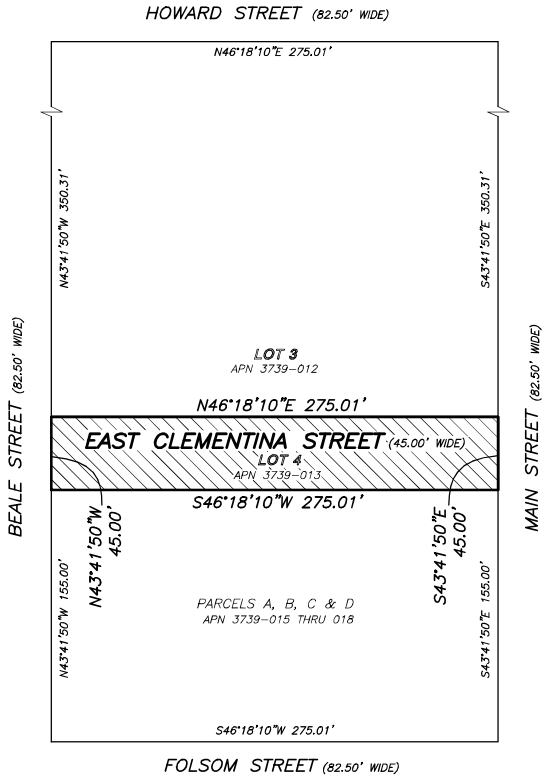
ELIAS WINSLOW FRENCH, PLS 9406
CITY & COUNTY SURVEYOR

DATE

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

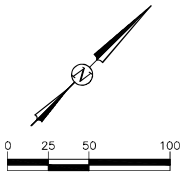
OFFICIAL SIDEWALK CHANGE OF BEALE STREET, FOLSOM STREET, AND MAIN STREET, FRONTING ASSESSOR BLOCK 3739 LOT 014

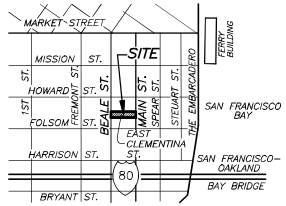
FILE: Q-20-1308	SHEET 2 OF 2	SCALE: 1"=20'	REVISION



LEGEND

APN 3739-013	ASSESSORS BLOCK AND LOT NUMBER
SQ.FT.	SQUARE FEET
LOT 4	LOT PER "FINAL TRANSFER MAP 10327", FILED JULY 1, 2021, IN BOOK 2 OF FINAL MAPS, PAGES 6-8, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
PARCELS A, B, C & D	PARCELS PER "PARCEL MAP MAP 11541" FILED DECEMBER 1, 2023 IN BOOK 53 OF PARCEL MAPS, AT PAGES 160-163, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.
	LOT LINE/STREET RIGHT OF WAY LINE
	STREET RIGHT OF WAY LINE
	AREA WITHIN THE BOUNDARIES OF "TRANSFER MAP 10327" TO BE DEDICATED AS A PUBLIC STREET





VICINITY MAP
NOT TO SCALE

LOT INFORMATION TABLE

NEW STREET NAME	STREET LOT	ABUTTING PROPERTY LOT	ABUTTING PROPERTY APN
EAST CLEMENTINA STREET	LOT 4	LOT 3	APN 3739-012
		PARCELS A, B, C & D	APN 3739-015 THRU 018

STREET AREA TABLE

STREET	AREA (SQ.FT.)
EAST CLEMENTINA STREET	12,375

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS COMPILED FROM RECORD DATA PER "FINAL TRANSFER MAP 10327", FILED JULY 1, 2021, IN BOOK 2 OF FINAL MAPS, PAGES 6-8, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND "PARCEL MAP MAP 11541" FILED DECEMBER 1, 2023 IN BOOK 53 OF PARCEL MAPS, AT PAGES 160-163, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

PROFESSIONAL LAND SURVEYOR DAVID B. RON Exp. 09/30/26 PLS 8954 STATE OF CALIFORNIA

DAVID B. RON, PLS 8954 __-__-25

CITY AND COUNTY SURVEYOR'S STATEMENT:

APPROVED AS TO FORM THIS _____ DAY OF _____, 20__

PROFESSIONAL LAND SURVEYOR ELIAS WINSLOW FRENCH No. 9406 STATE OF CALIFORNIA

BY: _____
ELIAS WINSLOW FRENCH, PLS 9406

THIS MAP COMPRISING OF 1 SHEET, IS APPROVED AND MADE OFFICIAL AND THE LOT SHOWN HEREON IS DECLARED TO BE AN OPEN PUBLIC STREET, DEDICATED TO PUBLIC USE TO BE KNOWN BY THE NAME AS SHOWN ON THIS MAP BY ORDINANCE NO. _____, OF THE BOARD OF SUPERVISORS ADOPTED THE ____ DAY OF _____, ____.

RIGHT OF WAY DEDICATION DEEDED TO THE CITY AND COUNTY OF SAN FRANCISCO BY _____, DEED RECORDED _____ IN BOOK _____ AND PAGE _____.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, ____,
AT _____ M., IN BOOK _____ OF SURVEY MAPS, AT PAGES _____, INCLUSIVE,

AT THE REQUEST OF SFPW- BUREAU OF SURVEYING AND MAPPING.

SIGNED: _____
COUNTY RECORDER
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 27383

DRAFT

SEPTEMBER 26, 2025

CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS

MAP SHOWING THE OPENING OF EAST CLEMENTINA STREET BETWEEN BEALE STREET AND MAIN STREET

FILE: A-17-245	SHEET 1 OF 1	SCALE: 1"= 50'	REVISION

RECORDING REQUESTED BY:
City and County of San Francisco
Director of Property
25 Van Ness Avenue, Suite 400
San Francisco CA 94108

AND WHEN RECORDED MAIL TO:

City and County of San Francisco
Director of Property
25 Van Ness Avenue, Suite 400
San Francisco CA 94108

Space Above for Recorder's Use

APN: Block 3739, Lot 017

Public Sidewalk Easement Agreement

This Public Sidewalk Easement Agreement (this "**Agreement**") is made by and between Transbay 2 Family, L.P., a California limited partnership ("**Grantor**'') and the City and County of San Francisco, a municipal corporation ("**Grantee**"), with the acknowledgment and consent of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California, commonly referred to as the Office of Community Investment and Infrastructure ("**OCII**", including any successors or assigns), in its capacity as the fee owner of the Burdened Property ("**Fee Owner**"), dated for reference purposes as of November 18, 2025.

RECITALS

A. Grantor is the ground lessee of that certain real property situated in the City and County of San Francisco, State of California (the "**City**") described in Exhibit A (the "**Burdened Property**") pursuant to a Ground Lease dated to be effective as of March 19, 2024, as disclosed by that certain Memorandum of Ground Lease recorded June 6, 2024 as Instrument No. 2024043738 in the Office of the Recorder of San Francisco County, California (such ground lease agreement as from time to time assigned, modified or amended is hereinafter referred to as the "**Ground Lease**") for an initial term of ninety-nine (99) years. The Burdened Property includes the site of the 230 Folsom Street building (the "**Project**") which is part of an approximately 0.98 acre area generally between Folsom, Beale, East Clementina, and Main streets (the "**Project Site**").

B. Grantor is developing the Project Site, which includes the Burdened Property, pursuant to the Ground Lease authorized by the OCII Commission, by Resolution No. 06-2024 (the "**Approvals**"). As part of the Project, Grantor is building certain sidewalk improvements to expand certain publicly accessible sidewalks on the Project Site.

C. Fee Owner is subject to the Redevelopment Dissolution Law, which requires the transfer of the Burdened Property, upon its completion as an affordable housing asset, to the Grantee, as the housing successor to the Redevelopment Agency of the City and County of San Francisco. Cal. Health & Safety

Code Sections 34176 & 34191.5. Board of Supervisors' Resolution No. 51-17 (March 10, 2017) authorizes the City's Director of Property and Director of Mayor's Office of Housing and Community Development to accept specific affordable housing projects designated as completed housing assets and listed in the "Existing Known Universe of OCII Housing Assets to Transfer to MOHCD," which is on file with the Clerk of the Board of Supervisors in File No. 161317 and includes the Burdened Property. Upon transfer of the Burdened Property to the Grantee, the Grantee becomes the Fee Owner under this Agreement.

D. Grantee desires an easement for pedestrian access, ingress and egress for public sidewalk purposes over the portions of the Burdened Property described on Exhibit A (Legal Description) and shown on Exhibit A-1 (Plat Map) (together the "**Easement Area**"), as an appurtenance to adjoining sidewalk areas owned by Grantee; and Grantor, as ground lessee of the Burdened Property, is willing, with Fee Owner's consent, to enter into a non-exclusive public access easement with the City with respect to certain portions of the publicly accessible sidewalks.

E. The Easement Area is located on the Project Site subject to the Ground Lease, which requires, under Article 17 of the Ground Lease, that the Grantor maintain the Project Site in good condition and repair.

F. This Agreement is entered into by Grantor and Grantee in order to provide the terms and conditions of the sidewalk easements across the Easement Area. All references in this Agreement to "Grantor" shall mean the ground lessee under the Ground Lease, as may be changed from time to time, during the period of any such leasehold and thereafter the Fee Owner of the Burdened Property.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which each of the parties hereto does hereby acknowledge, the parties hereto do hereby agree as follows:

1. Grant of Public Sidewalk Easement. Subject to the provisions of this Agreement, Grantor hereby grants to Grantee and its officers, employees, and agents, for the general benefit of the public, a nonexclusive, irrevocable easement solely for pedestrian access, passage, ingress and egress for public sidewalk purposes ("**Public Sidewalk Easement**"), over the Easement Area. The horizontal limits of the Easement Area are shown on Exhibit B and Exhibit B-1. The vertical limits of the Easement Area shall extend from the surface level of the private sidewalk to a height of eight (8) feet above said sidewalk surface. The Easement Area and the sidewalk and curb improvements shall be subject to the provisions of San Francisco Public Works Code Sections 706 *et seq.* ("**Section 706**"), or any successor ordinance concerning sidewalk maintenance.

2. Limitation on Use. Grantee acknowledges that the Public Sidewalk Easement is nonexclusive, and Grantor shall have the right to use or improve the Easement Area in a manner that will not unreasonably impede the pedestrian use of the Easement Area for sidewalk purposes *(i.e.*, in a manner that provides a path of travel that is free from physical obstructions, excepting those improvements that have been approved for placement within the Easement Area by the Grantee). Nothing in this Agreement shall prevent Grantor from (a) constructing or installing any infrastructure or other public or private improvements consistent with the Approvals and subsequently Grantee approved improvement agreements or improvement permits, or (b) performing such work as may reasonably be required to repair or maintain the Easement Area and Burdened Property, including any work to repair or maintain any utility facility located on the Burdened Property. Grantor shall maintain the Easement Area in good condition and repair, consistent with Section 706 (or any successor ordinance). Grantor shall maintain the Easement Area in a manner that provides an unobstructed path of travel that is free of physical obstructions (including street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information

kiosks), excepting such improvements that have been approved for placement within the Easement Area by the Grantee.

3. Term of Easement.

(a) Term. The Public Sidewalk Easement shall be for ninety-nine (99) years (the "**Life of the Project**"), unless terminated in accordance with this Section 3.

(b) Termination. The Public Sidewalk Easement shall terminate, as to all or applicable portions of the Easement Area upon the earliest to occur of: (i) a written determination by the Grantee's Director of Public Works that the Public Sidewalk Easement (or a portion thereof) is no longer required by Grantee; and (ii) a written acceptance by Grantee, signed by both the Director of Property and the Director of Public Works, of a substitute easement or a dedication that provides reasonable alternative access to the public. The access provided by any such alternative must, in the reasonable judgment of the Director of Public Works, be substantially equivalent in all material respects (including, without limitation, the ease and ability to travel across any substitute easement area and continued access to all properties directly served by the easement or portion thereof being terminated, either alone or in conjunction with other access) to the easement or portion thereof being terminated. Upon any such termination, the parties agree to prepare, execute, and record a document reflecting the termination (and, if applicable, the replacement easement). For Grantee, any such document shall be signed by the Director of Property (without action by the Board of Supervisors). The Public Sidewalk Easement shall not terminate before any such recordation.

4. Condition of the Burdened Property: As Is.

(a) Except as otherwise expressly set forth in this Agreement, (1) Grantor makes no representation or warranty regarding the current physical condition of the Burdened Property, and (2) Grantee accepts the Easement Area granted in its "as is" physical condition; provided the foregoing does not lessen or reduce Grantor's maintenance and repair obligations as set forth in this Agreement. Nothing in this Agreement shall be construed in any way to alter, amend, or otherwise relieve Grantor or Grantee of any of their respective responsibilities with regard to the physical condition of the Burdened Property (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in any document, instrument or other agreement.

(b) Maintenance. Grantor agrees to maintain and repair the Easement Area in a reasonably safe condition and in such physical condition so as to allow the public to walk on the Easement Area in a reasonably safe manner and otherwise consistent with the City's Public Works Code concerning public sidewalks, subject to the limitations in Section 2 above. Except as set forth above, Grantor shall not be obligated to make any repairs, replacements or renewals to the Easement Area. Grantee shall have no obligation to make or pay for any repairs, replacements or other improvements to the Easement Area.

5. No City Liability; Indemnity. Grantee, by acceptance of the Public Sidewalk Easement, and Fee Owner shall not be liable for any injury or damage to any person happening on or about the Easement Area or the Burdened Property, or for any property or other damage on or about the Burdened Property, except only such injury or damage as is caused by the willful misconduct or active negligence of Grantee. Grantor shall defend, hold harmless and indemnify Grantee and Fee Owner for all claims and losses resulting from (i) any personal injury or property damage occurring in the Easement Area (except to the extent caused by the willful misconduct or active negligence of City or Fee Owner), and (ii) any default by Grantor under this Agreement. In no event shall Grantee's or Fee Owner's approval of any design or specification, or issuance of any permit, create any liability relative to the Burdened Property or be deemed an act of negligence or misconduct under this section.

6. Enforcement. Grantee, but not the general public, shall have all rights and remedies at law and in equity in order to enforce this Agreement (including, but not limited to, remedies for violation of a building permit or Section 706, or any successor ordinance concerning sidewalk maintenance). All rights and remedies available to Grantee under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

7. Time. Time is of the essence of each and every part of this Agreement.

8. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

11. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

12. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the parties, copies of notices may also be given by e-mail.

Grantor: Transbay 2 Family, L.P.
c/o Mercy Housing Calwest
1256 Market Street
San Francisco, California 94102
Attention: President

Grantee: Director of Department of Public Works
Department of Public Works
City and County of San Francisco
49 South Van Ness Avenue, 16th Floor
San Francisco, California 94103
Attention: Infrastructure Task Force

with copies to: Office of the City Attorney
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attention: Public Works - General Counsel

and to: Director of Real Estate
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94108

Fee Owner: Successor Agency to the Redevelopment Agency of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attention: Executive Director

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A person may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, or an email copy of the notice.

13. Successors; Run with the Land. This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, including without limitation successors-in-interest to Grantor's ground leasehold interest in any of the Burdened Property, and the Fee Owner of the Burdened Property only upon the expiration or any sooner termination of the Ground Lease. By signing this instrument in the space provided below, the Fee Owner acknowledges and agrees that, prior to the transfer of the Burdened Property to the Grantee, it shall automatically succeed to all of the rights and obligations of Grantor under this Agreement only upon the expiration or earlier termination of the Ground Lease, without need for a separate assignment or assumption or other document.

14. Representations and Warranties. Grantor represents, warrants and covenants to Grantee the following:

(a) Good Standing. Grantor is a partnership duly organized and validly existing, and in good standing under the laws of the State of California.

(b) Authority. Grantor is the sole ground lessee of the Burdened Property, and Grantor has full power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of Grantor and no other action on the part of Grantor is necessary to authorize the execution and delivery of this Agreement.

15. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and Grantee and their successors, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and Grantee. The easement herein granted is in gross.

16. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

17. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the easement that is the subject matter of this Agreement.

18. Compliance With Laws. Grantor shall comply with all applicable laws, statutes, ordinances, rules and regulations of federal, state and local authorities with respect to its use of the Easement Area.

19. Burden on Land. The Public Sidewalk Easement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future leaseholders or encumbrancers, or, after termination or earlier expiration of the Ground Lease, Fee Owner of the Easement Area.

20. Survival. All representations, warranties, waivers, and indemnities given or made hereunder shall survive termination of this Agreement.

21. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or virgin redwood or virgin redwood wood product.

22. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq*. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

23. Notices Concerning Use. Grantor reserves the right to record, post and publish notices as referred to in Section 813, 1008 and 1009 of the California Civil Code; provided, that such notices shall not affect the rights and obligations of Grantor and Grantee hereunder and, where appropriate, any such notice shall include recognition of the provisions of this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

By: _____
Name: Sarah R. Oerth
Title: Director of Real Estate

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Vicente P. Reyes, Deputy City Attorney

GRANTOR:

Transbay 2 Family, L.P.,
a California limited partnership

Managing General Partner:

Transbay 2 Family LLC,
a California limited liability company

By: Mercy Housing Calwest
a California nonprofit public benefit corporation,
Its sole member/manager

By: _____
Name: Ramie Dare
Its: Vice President

ACKNOWLEDGMENT BY FEE OWNER:

The undersigned Fee Owner of the Burdened Property hereby acknowledges and agrees that: (i) Transbay 2 Family, L.P., a California limited partnership, is authorized under the Ground Lease to enter into this Agreement, and (ii) this Agreement runs with the land as set forth in Section 13, and therefore this Agreement will be binding and effective as to Fee Owner (and successors) upon the expiration or sooner termination of the Ground Lease.

Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California

By: _____
Name: Thurston Kaslofsky
Its: Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
General Counsel

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 _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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 _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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 _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Burdened Property

Legal Description

T-1058

LEGAL DESCRIPTION
"PUBLIC SIDEWALK EASEMENT"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL C, AS SAID PARCEL IS SHOWN ON PARCEL MAP 11541, FILED FOR RECORD ON DECEMBER 1, 2023 IN BOOK 53 OF PARCEL MAPS, AT PAGE 160-163, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FOLSOM STREET (82.50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF MAIN STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF MAIN STREET, N43°41'50"W 2.00 FEET; THENCE S46°18'10"W 137.50 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL C; THENCE ALONG SAID SOUTHWESTERLY LINE OF PARCEL C, S43°41'50"E 2.00 FEET TO SAID LINE OF FOLSOM STREET; THENCE ALONG SAID LINE OF FOLSOM STREET, N46°18'10"E 137.50 FEET TO THE POINT OF BEGINNING.

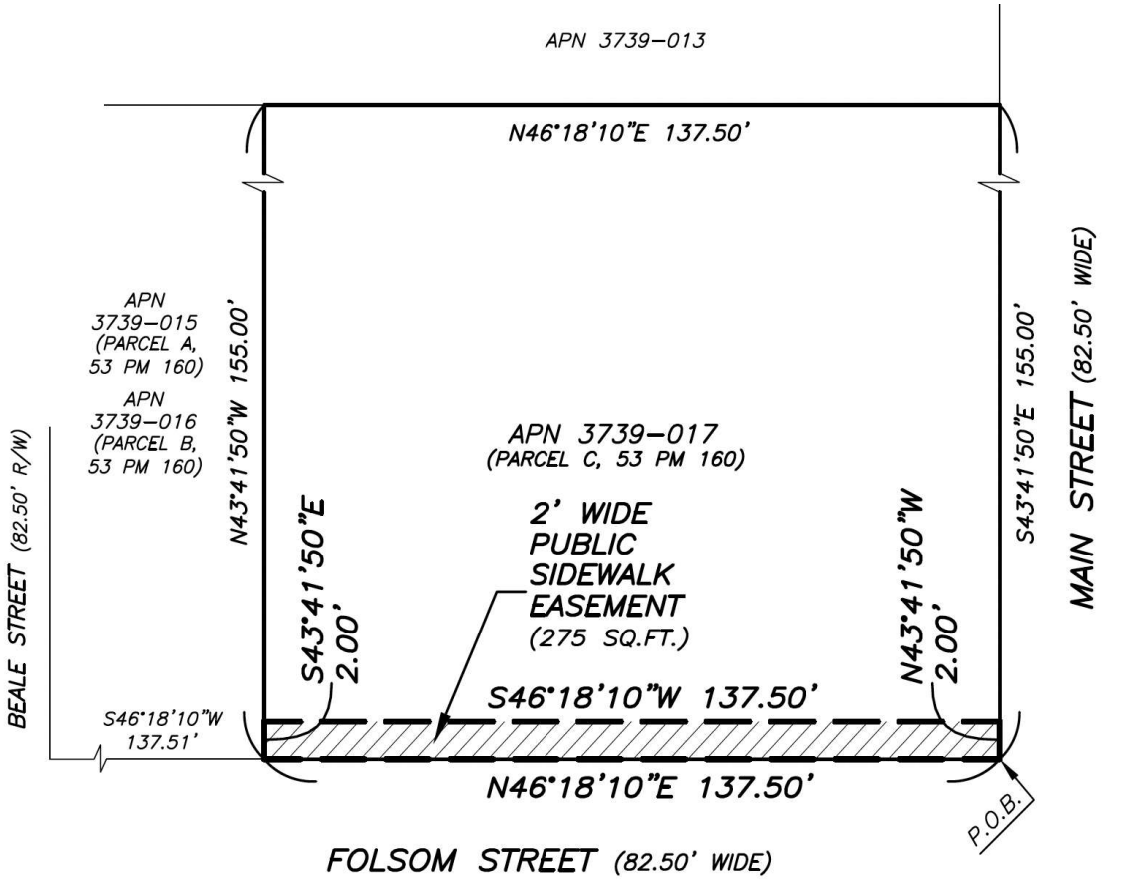
CONTAINING 275 SQ.FT.

APN: 3739-017

THIS DESCRIPTION WAS PREPARED BY ME IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

_____ DATE: NOVEMBER 24, 2025

DAVID B. RON, PLS 8954



NORTH

LEGEND

APN ASSESSOR'S PARCEL NUMBER
P.O.B. POINT OF BEGINNING
PM PARCEL MAPS

MAP REFERENCE

PARCELS AND BEARINGS SHOWN HEREON ARE BASED ON PARCEL MAP 11541, FILED FOR RECORD ON DECEMBER 1, 2023 IN BOOK 53 OF PARCEL MAPS, AT PAGE 160–163, SAN FRANCISCO COUNTY RECORDS.

PROFESSIONAL LAND SURVEYOR
DAVID B. RON
Exp. 09/30/26
PLS 8954
STATE OF CALIFORNIA

SIDEWALK EASEMENT PLAT
AT
TRANSBAY BLOCK 2 EAST

SAN FRANCISCO CALIFORNIA

BY JP CHKD. DR DATE 11–24–25 SCALE NONE SHEET 1 OF 1 JOB NO. T–1058

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543–4500

T–1058 Block 2 EASEMENTS.dwg

T-1058

LEGAL DESCRIPTION
"PUBLIC SIDEWALK EASEMENT"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL C, AS SAID PARCEL IS SHOWN ON PARCEL MAP 11541, FILED FOR RECORD ON DECEMBER 1, 2023 IN BOOK 53 OF PARCEL MAPS, AT PAGE 160-163, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FOLSOM STREET (82.50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF MAIN STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF MAIN STREET, N43°41'50"W 2.00 FEET; THENCE S46°18'10"W 137.50 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL C; THENCE ALONG SAID SOUTHWESTERLY LINE OF PARCEL C, S43°41'50"E 2.00 FEET TO SAID LINE OF FOLSOM STREET; THENCE ALONG SAID LINE OF FOLSOM STREET, N46°18'10"E 137.50 FEET TO THE POINT OF BEGINNING.

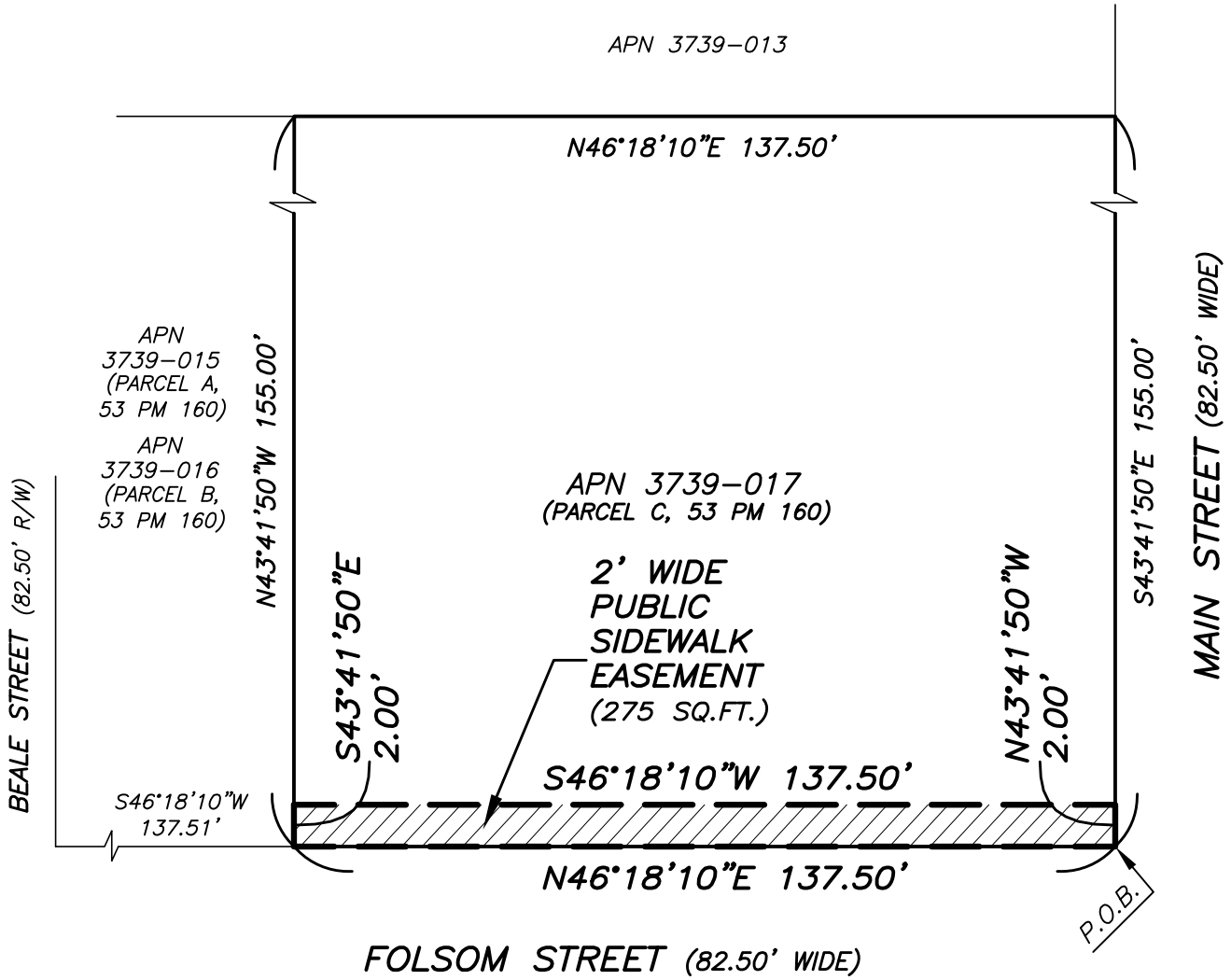
CONTAINING 275 SQ.FT.

APN: 3739-017

THIS DESCRIPTION WAS PREPARED BY ME IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

_____ **DATE: NOVEMBER 24, 2025**

DAVID B. RON, PLS 8954



NORTH

LEGEND

APN ASSESSOR'S PARCEL NUMBER
P.O.B. POINT OF BEGINNING
PM PARCEL MAPS

MAP REFERENCE

PARCELS AND BEARINGS SHOWN HEREON ARE BASED ON PARCEL MAP 11541, FILED FOR RECORD ON DECEMBER 1, 2023 IN BOOK 53 OF PARCEL MAPS, AT PAGE 160–163, SAN FRANCISCO COUNTY RECORDS.

PROFESSIONAL LAND SURVEYOR
DAVID B. RON
Exp. 09/30/26
PLS 8954
STATE OF CALIFORNIA

SIDEWALK EASEMENT PLAT
AT
TRANSBAY BLOCK 2 EAST

SAN FRANCISCO CALIFORNIA

BY	CHKD.	DATE	SCALE	SHEET	JOB NO.
JP	DR	11–24–25	NONE	1 OF 1	T–1058

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543–4500

T–1058 Block 2 EASEMENTS.dwg

RECORDING REQUESTED BY:
City and County of San Francisco
Director of Property
25 Van Ness Avenue, Suite 400
San Francisco CA 94108

AND WHEN RECORDED MAIL TO:

City and County of San Francisco
Director of Property
25 Van Ness Avenue, Suite 400
San Francisco CA 94108

Space Above for Recorder's Use

APN: Block 3739, Lot 015

Public Sidewalk Easement Agreement

This Public Sidewalk Easement Agreement (this "**Agreement**") is made by and between Transbay 2 Senior, L.P., a California limited partnership ("**Grantor**") and the City and County of San Francisco, a municipal corporation ("**Grantee**"), with the acknowledgment and consent of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California, commonly referred to as the Office of Community Investment and Infrastructure ("**OCII**", including any successors or assigns), in its capacity as the fee owner of the Burdened Property ("**Fee Owner**"), dated for reference purposes as of November 18, 2025.

RECITALS

A. Grantor is the ground lessee of that certain real property situated in the City and County of San Francisco, State of California (the "**City**") described in Exhibit A (the "**Burdened Property**") pursuant to a Ground Lease dated to be effective as of March 8, 2024, as disclosed by that certain Memorandum of Ground Lease recorded March 8, 2024 as Instrument No. 2024020457 in the Office of the Recorder of San Francisco County, California (such ground lease agreement as from time to time assigned, modified or amended is hereinafter referred to as the "**Ground Lease**") for an initial term of ninety-nine (99) years. The Burdened Property includes the site of the 272 Folsom Street building (the "**Project**") which is part of an approximately 0.98 acre area generally between Folsom, Beale, East Clementina, and Main streets (the "**Project Site**").

B. Grantor is developing the Project Site, which includes the Burdened Property, pursuant to the Ground Lease authorized by the OCII Commission, by Resolution No. 03-2024 (the "**Approvals**"). As part of the Project, Grantor is building certain sidewalk improvements to expand certain publicly accessible sidewalks on the Project Site.

C. Fee Owner is subject to the Redevelopment Dissolution Law, which requires the transfer of the Burdened Property, upon its completion as an affordable housing asset, to the Grantee, as the housing successor to the Redevelopment Agency of the City and County of San Francisco. Cal. Health & Safety

Code Sections 34176 & 34191.5. Board of Supervisors' Resolution No. 51-17 (March 10, 2017) authorizes the City's Director of Property and Director of Mayor's Office of Housing and Community Development to accept specific affordable housing projects designated as completed housing assets and listed in the "Existing Known Universe of OCII Housing Assets to Transfer to MOHCD," which is on file with the Clerk of the Board of Supervisors in File No. 161317 and includes the Burdened Property. Upon transfer of the Burdened Property to the Grantee, the Grantee becomes the Fee Owner under this Agreement.

D. Grantee desires an easement for pedestrian access, ingress and egress for public sidewalk purposes over the portions of the Burdened Property described on Exhibit A (Legal Description) and shown on Exhibit A-1 (Plat Map) (together the "**Easement Area**"), as an appurtenance to adjoining sidewalk areas owned by Grantee; and Grantor, as ground lessee of the Burdened Property, is willing, with Fee Owner's consent, to enter into a non-exclusive public access easement with the City with respect to certain portions of the publicly accessible sidewalks.

E. The Easement Area is located on the Project Site subject to the Ground Lease, which requires, under Article 17 of the Ground Lease, that the Grantor maintain the Project Site in good condition and repair.

F. This Agreement is entered into by Grantor and Grantee in order to provide the terms and conditions of the sidewalk easements across the Easement Area. All references in this Agreement to "Grantor" shall mean the ground lessee under the Ground Lease, as may be changed from time to time, during the period of any such leasehold and thereafter the Fee Owner of the Burdened Property.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which each of the parties hereto does hereby acknowledge, the parties hereto do hereby agree as follows:

1. Grant of Public Sidewalk Easement. Subject to the provisions of this Agreement, Grantor hereby grants to Grantee and its officers, employees, and agents, for the general benefit of the public, a nonexclusive, irrevocable easement solely for pedestrian access, passage, ingress and egress for public sidewalk purposes ("**Public Sidewalk Easement**"), over the Easement Area. The horizontal limits of the Easement Area are shown on Exhibit B and Exhibit B-1. The vertical limits of the Easement Area shall extend from the surface level of the private sidewalk to a height of eight (8) feet above said sidewalk surface. The Easement Area and the sidewalk and curb improvements shall be subject to the provisions of San Francisco Public Works Code Sections 706 *et seq.*("**Section 706**"), or any successor ordinance concerning sidewalk maintenance.

2. Limitation on Use. Grantee acknowledges that the Public Sidewalk Easement is nonexclusive, and Grantor shall have the right to use or improve the Easement Area in a manner that will not unreasonably impede the pedestrian use of the Easement Area for sidewalk purposes *(i.e.*, in a manner that provides a path of travel that is free from physical obstructions, excepting those improvements that have been approved for placement within the Easement Area by the Grantee). Nothing in this Agreement shall prevent Grantor from (a) constructing or installing any infrastructure or other public or private improvements consistent with the Approvals and subsequently Grantee approved improvement agreements or improvement permits, or (b) performing such work as may reasonably be required to repair or maintain the Easement Area and Burdened Property, including any work to repair or maintain any utility facility located on the Burdened Property. Grantor shall maintain the Easement Area in good condition and repair, consistent with Section 706 (or any successor ordinance). Grantor shall maintain the Easement Area in a manner that provides an unobstructed path of travel that is free of physical obstructions (including street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information

kiosks), excepting such improvements that have been approved for placement within the Easement Area by the Grantee.

3. Term of Easement.

(a) Term. The Public Sidewalk Easement shall be for ninety-nine (99) years (the "**Life of the Project**"), unless terminated in accordance with this Section 3.

(b) Termination. The Public Sidewalk Easement shall terminate, as to all or applicable portions of the Easement Area upon the earliest to occur of: (i) a written determination by the Grantee's Director of Public Works that the Public Sidewalk Easement (or a portion thereof) is no longer required by Grantee; and (ii) a written acceptance by Grantee, signed by both the Director of Property and the Director of Public Works, of a substitute easement or a dedication that provides reasonable alternative access to the public. The access provided by any such alternative must, in the reasonable judgment of the Director of Public Works, be substantially equivalent in all material respects (including, without limitation, the ease and ability to travel across any substitute easement area and continued access to all properties directly served by the easement or portion thereof being terminated, either alone or in conjunction with other access) to the easement or portion thereof being terminated. Upon any such termination, the parties agree to prepare, execute, and record a document reflecting the termination (and, if applicable, the replacement easement). For Grantee, any such document shall be signed by the Director of Property (without action by the Board of Supervisors). The Public Sidewalk Easement shall not terminate before any such recordation.

4. Condition of the Burdened Property: As Is.

(a) Except as otherwise expressly set forth in this Agreement, (1) Grantor makes no representation or warranty regarding the current physical condition of the Burdened Property, and (2) Grantee accepts the Easement Area granted in its "as is" physical condition; provided the foregoing does not lessen or reduce Grantor's maintenance and repair obligations as set forth in this Agreement. Nothing in this Agreement shall be construed in any way to alter, amend, or otherwise relieve Grantor or Grantee of any of their respective responsibilities with regard to the physical condition of the Burdened Property (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in any document, instrument or other agreement.

(b) Maintenance. Grantor agrees to maintain and repair the Easement Area in a reasonably safe condition and in such physical condition so as to allow the public to walk on the Easement Area in a reasonably safe manner and otherwise consistent with the City's Public Works Code concerning public sidewalks, subject to the limitations in Section 2 above. Except as set forth above, Grantor shall not be obligated to make any repairs, replacements or renewals to the Easement Area. Grantee shall have no obligation to make or pay for any repairs, replacements or other improvements to the Easement Area.

5. No City Liability; Indemnity. Grantee, by acceptance of the Public Sidewalk Easement, and Fee Owner shall not be liable for any injury or damage to any person happening on or about the Easement Area or the Burdened Property, or for any property or other damage on or about the Burdened Property, except only such injury or damage as is caused by the willful misconduct or active negligence of Grantee. Grantor shall defend, hold harmless and indemnify Grantee and Fee Owner for all claims and losses resulting from (i) any personal injury or property damage occurring in the Easement Area (except to the extent caused by the willful misconduct or active negligence of City or Fee Owner), and (ii) any default by Grantor under this Agreement. In no event shall Grantee's or Fee Owner's approval of any design or specification, or issuance of any permit, create any liability relative to the Burdened Property or be deemed an act of negligence or misconduct under this section.

6. Enforcement. Grantee, but not the general public, shall have all rights and remedies at law and in equity in order to enforce this Agreement (including, but not limited to, remedies for violation of a building permit or Section 706, or any successor ordinance concerning sidewalk maintenance). All rights and remedies available to Grantee under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

7. Time. Time is of the essence of each and every part of this Agreement.

8. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

11. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

12. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the parties, copies of notices may also be given by e-mail.

Grantor: Transbay 2 Senior, L.P.
c/o Chinatown Community Development Center, Inc.
615 Grant Avenue
San Francisco, California 94108
Attention: Executive Director

Grantee: Director of Department of Public Works
Department of Public Works
City and County of San Francisco
49 South Van Ness Avenue, 16th Floor
San Francisco, California 94103
Attention: Infrastructure Task Force

with copies to: Office of the City Attorney
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attention: Public Works - General Counsel

and to: Director of Real Estate
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94108

Fee Owner: Successor Agency to the Redevelopment Agency of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attention: Executive Director

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A person may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, or an email copy of the notice.

13. Successors; Run with the Land. This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, including without limitation successors-in-interest to Grantor's ground leasehold interest in any of the Burdened Property, and the Fee Owner of the Burdened Property only upon the expiration or any sooner termination of the Ground Lease. By signing this instrument in the space provided below, the Fee Owner acknowledges and agrees that, prior to the transfer of the Burdened Property to the Grantee, it shall automatically succeed to all of the rights and obligations of Grantor under this Agreement only upon the expiration or earlier termination of the Ground Lease, without need for a separate assignment or assumption or other document.

14. Representations and Warranties. Grantor represents, warrants and covenants to Grantee the following:

(a) Good Standing. Grantor is a partnership duly organized and validly existing, and in good standing under the laws of the State of California.

(b) Authority. Grantor is the sole ground lessee of the Burdened Property, and Grantor has full power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of Grantor and no other action on the part of Grantor is necessary to authorize the execution and delivery of this Agreement.

15. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and Grantee and their successors, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and Grantee. The easement herein granted is in gross.

16. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

17. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the easement that is the subject matter of this Agreement.

18. Compliance With Laws. Grantor shall comply with all applicable laws, statutes, ordinances, rules and regulations of federal, state and local authorities with respect to its use of the Easement Area.

19. Burden on Land. The Public Sidewalk Easement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future leaseholders or encumbrancers, or, after termination or earlier expiration of the Ground Lease, Fee Owner of the Easement Area.

20. Survival. All representations, warranties, waivers, and indemnities given or made hereunder shall survive termination of this Agreement.

21. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or virgin redwood or virgin redwood wood product.

22. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq*. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

23. Notices Concerning Use. Grantor reserves the right to record, post and publish notices as referred to in Section 813, 1008 and 1009 of the California Civil Code; provided, that such notices shall not affect the rights and obligations of Grantor and Grantee hereunder and, where appropriate, any such notice shall include recognition of the provisions of this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: Sarah R. Oerth
Title: Director of Real Estate

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Vicente P. Reyes, Deputy City Attorney

GRANTOR:

Transbay 2 Senior, L.P.,
a California limited partnership

Managing General Partner:

CCDC Transbay 2 LLC,
a California limited liability company

By: Chinatown Community Developer Center Inc.,
a California nonprofit public benefit corporation,
Its sole member/manager

By: _____
Name: Malcolm Yeung
Its: Executive Director

ACKNOWLEDGMENT BY FEE OWNER:

The undersigned Fee Owner of the Burdened Property hereby acknowledges and agrees that: (i) Transbay 2 Senior, L.P., a California limited partnership, is authorized under the Ground Lease to enter into this Agreement, and (ii) this Agreement runs with the land as set forth in Section 13, and therefore this Agreement will be binding and effective as to Fee Owner (and successors) upon the expiration or sooner termination of the Ground Lease.

Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California

By: _____
Name: Thurston Kaslofsky
Its: Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
General Counsel

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 _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Burdened Property

Legal Description

T-1058

LEGAL DESCRIPTION
"PUBLIC SIDEWALK EASEMENT"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL A, AS SAID PARCEL IS SHOWN ON PARCEL MAP 11541, FILED FOR RECORD ON DECEMBER 1, 2023 IN BOOK 53 OF PARCEL MAPS, AT PAGE 160-163, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 275 SQ.FT.

APN: 3739-015

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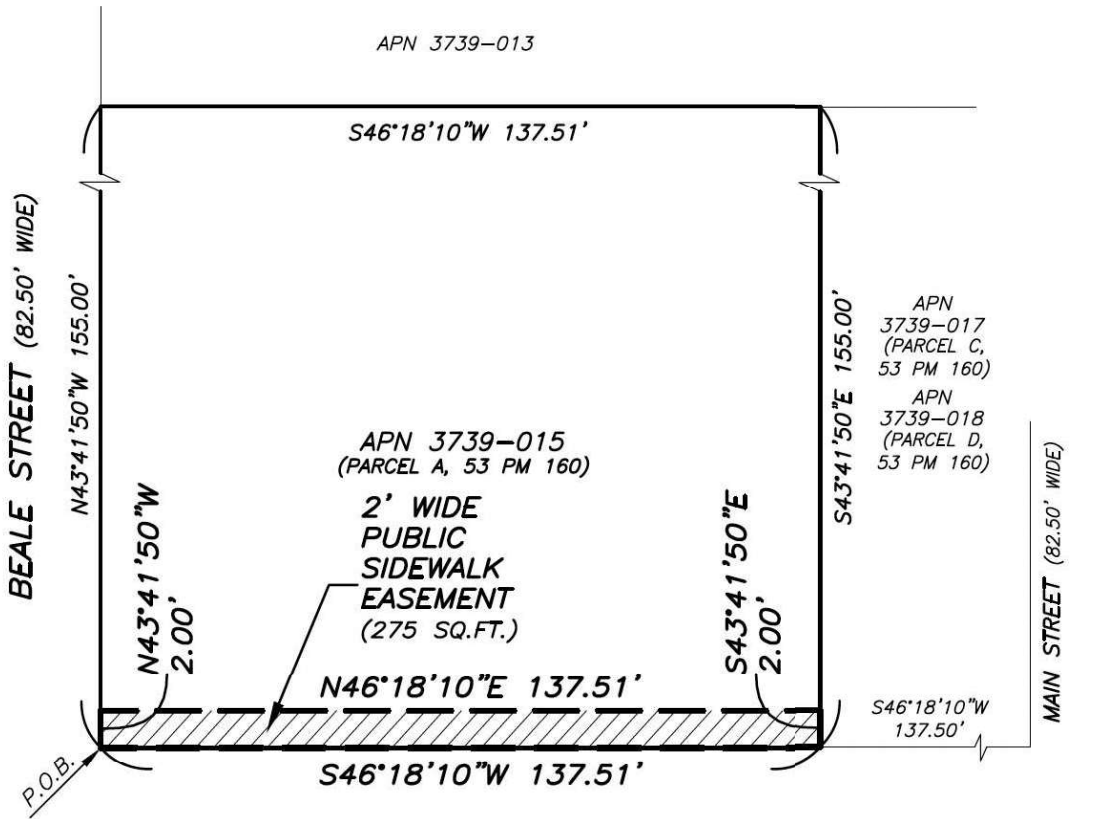
DATE: NOVEMBER 24, 2025

DAVID B. RON, PLS 8954



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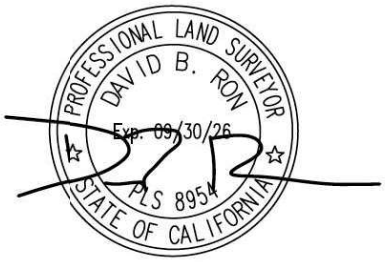

SIDEWALK EASEMENT PLAT
AT
TRANSBAY BLOCK 2 WEST

SAN FRANCISCO CALIFORNIA

BY JP	CHKD. DR	DATE 11–24–25	SCALE NONE	SHEET 1 OF 1	JOB NO. T–1058

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543–4500
T 1058 Block 2 EASEMENTS.dwg

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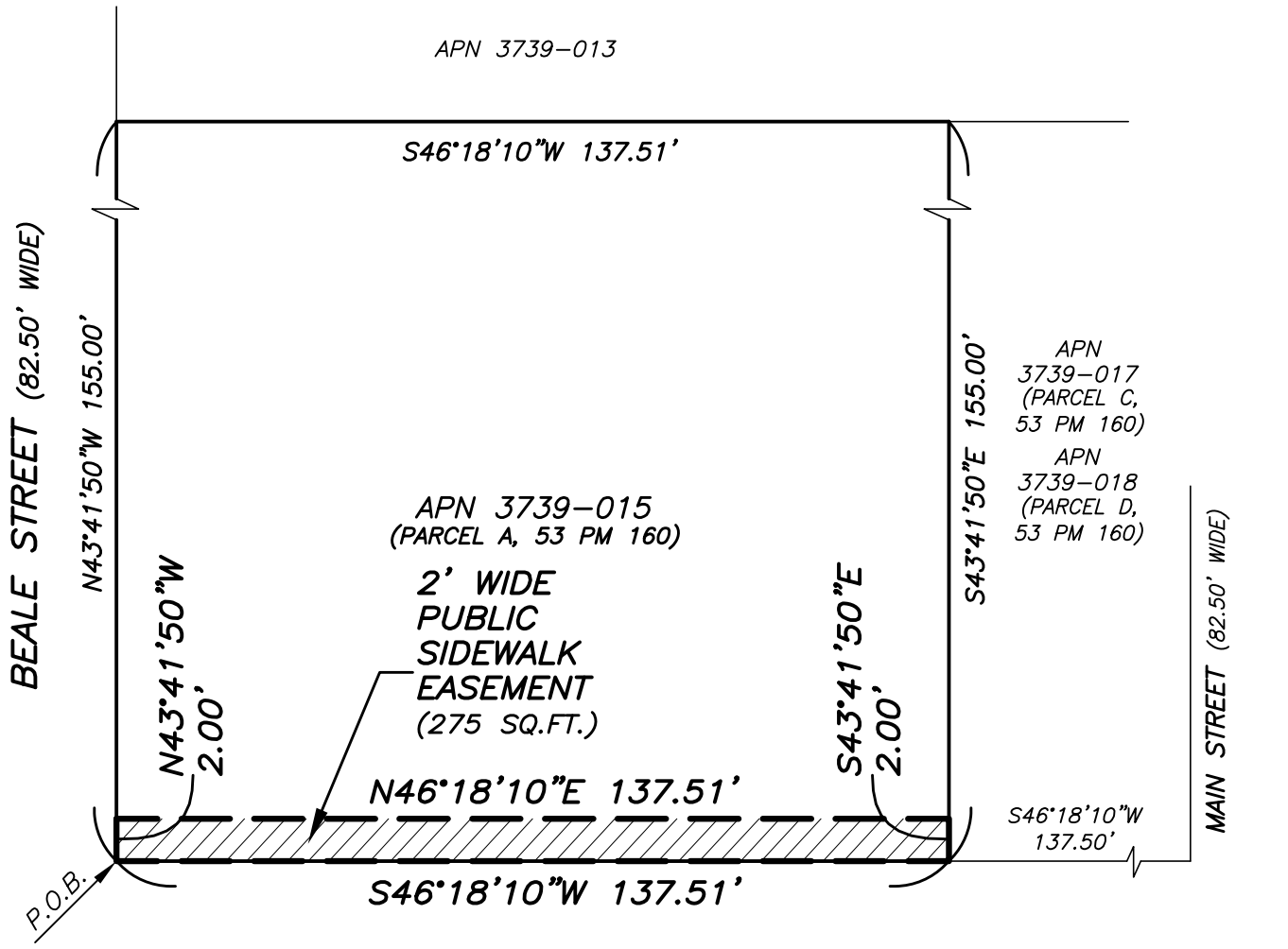

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DAVID B. RON
Exp. 09/30/26
PLS 8954
STATE OF CALIFORNIA

SIDEWALK EASEMENT PLAT
AT
TRANSBAY BLOCK 2 WEST

SAN FRANCISCO CALIFORNIA

BY	CHKD.	DATE	SCALE	SHEET	JOB NO.
JP	DR	11–24–25	NONE	1 OF 1	T–1058

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LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543–4500

T–1058 Block 2 EASEMENTS.dwg

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

GENERAL PLAN REFERRAL

November 28, 2023

Case No.: 2023-009323GPR
Block/Lot No.: 3739/011, 3739/012, 3739/013 and adjacent Main and Beale streets rights-of-way
Project Sponsor: Office of Community Investment and Infrastructure
Applicant: Kathleen O'Day – (415) 218-7515
Kathleen.oday@sfdpw.org
San Francisco Public Works
49 South Van Ness, Suite 10
San Francisco, CA 94103
Staff Contact: María De Alva – (628) 652-7453
maria.dealva@sfgov.org

Recommended By:
Joshua Switzky, Acting Director of Citywide Policy *for*
Rich Hillis, Director of Planning

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

Project Description

The Project would construct extensions to Clementina and Tehama Streets (APN 3739/011 and 3739/013 respectively) between Beale and Main Streets and widen and improve adjacent portions of the existing sidewalks on Beale and Main Streets. A planned new public park at Transbay Block 3 (APN 3739/012) and planned new mixed-use developments (APN 3739/010 and 3739/014) would be served by these improvements but are not part of the Project.

Sidewalks along the Clementina and Tehama Street extensions would have an approximately 8 feet wide clear path of travel on the public park side and an approximately 12 feet wide clear path of travel on the mixed-use development side. The Main Street sidewalk adjacent to the new public park would be widened to approximately 25 feet and improved with substantial landscaping, extending the existing "Living Street" treatment of Main Street to the south. The Beale Street sidewalk adjacent to the new public park would be widened to a maximum of approximately 17.5 feet and would be adjoined by a planned two-way cycle track with

a landscaped buffer, forming an approximately 35 foot-wide "Living Street" linear plaza for walking and cycling on the East side of Beale Street. Newly constructed and widened sidewalks would include street trees, landscaping, street lighting, and banded pavement treatments to match the design palette of Transit Center District streets.

Environmental Review

The Project received CEQA clearance under the Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project EIS/EIR, Planning Department case number 2000.048E and State Clearinghouse number 95063004, certified on April 22, 2004, at a joint hearing of the San Francisco Planning Commission and the Transbay Joint Powers Board.

General Plan Compliance and Basis for Recommendation

As described below, the proposed avigation easement to CCSF is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

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

TRANSIT CENTER DISTRICT SUBAREA PLAN

OBJECTIVE 3.1
MAKE WALKING A SAFE, PLEASANT, AND CONVENIENT MEANS OF MOVING ABOUT THROUGHOUT THE DISTRICT.

OBJECTIVE 3.2
CREATE A HIGH-QUALITY PEDESTRIAN ENVIRONMENT IN THE DISTRICT CONSISTENT WITH THE VISION FOR THE CENTRAL DISTRICT OF A WORLD-CLASS CITY.

OBJECTIVE 3.3
GRACIOUSLY ACCOMMODATE INCREASES IN PEDESTRIAN VOLUMES IN THE DISTRICT.

Policy 3.3
Facilitate pedestrian circulation by providing sidewalk widths that meet the needs of projected pedestrian volumes and provide a comfortable and safe walking environment.

OBJECTIVE 4.23
EMPHASIZE THE IMPORTANCE OF STREETS AND SIDEWALKS AS THE LARGEST COMPONENT OF PUBLIC OPEN SPACE IN THE TRANSIT CENTER DISTRICT.

Policy 4.25
Continue the Living Streets treatment to create linear plazas along Beale, Main, and Spear streets.

OBJECTIVE 4.49

ENCOURAGE THE CREATION OF NEW AND EXTENDED ALLEYS WHEREVER FEASIBLE TO ENHANCE THE PEDESTRIAN AND BICYCLE NETWORK, PROVIDE OFF-STREET LOADING OPPORTUNITIES, AND ENHANCE ACCESS FOR SERVICE AND EMERGENCY RESPONSE VEHICLES.

Policy 4.74
Create new public alleys on long blocks, including at the following locations:
Natoma Street (1 block between Beale and Main Streets)
Tehama Street (1 block between Beale and Main Streets)
Clementina Street (2 blocks between 1st and Beale Streets)
Clementina Street (2 blocks between Beale and Spear Streets)

The Project would extend Clementina and Tehama Streets and widen existing sidewalks along Beale and Main streets to continue the Living Streets treatment. All new and widened sidewalks would be generously sized and improved to meet pedestrian circulation needs and provide a safe, pleasant, convenient, and high-quality walking environment.

TRANSPORTATION ELEMENT

OBJECTIVE 24
DESIGN EVERY STREET IN SAN FRANCISCO FOR SAFE AND CONVENIENT WALKING

Policy 24.1
Every surface street in San Francisco should be designed consistent with the Better Streets Plan for safe and convenient walking, including sufficient and continuous sidewalks and safe pedestrian crossings at reasonable distances to encourage access and mobility for seniors, people with disabilities and children.

The Project would widen existing Beale and Main Street sidewalks beyond the minimum widths required by the Beter Streets Plan, while new sidewalks along the Clementina and Tehama Street extensions would meet or exceed minimum widths required Beter Streets Plan. The Project would construct raised crosswalks across the Clementina Street extension and a median pedestrian refuge to enhance safety at the Beal Street crossing at Clementina Street, as recommended by the Beter Streets Plan.

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 would have no effect on existing neighborhood-serving retail uses and opportunities for resident employment in and ownership of neighborhood-serving retail.

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

The Project would enhance neighborhood character by improving pedestrian access, safety and comfort on neighborhood streets.

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

   The Project would have no effect on the City's supply of affordable housing.

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

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

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

   The Project would have no effect on the City's industrial or service sectors.

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

   The Project would have no effect on City's preparedness against injury and loss of life in an earthquake.

7. That the landmarks and historic buildings be preserved;

   The Project would have no effect on the City's Landmarks and historic buildings.

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

   The Project would enhance the City's parks and open space system by expanding the Living Street treatments along Beale and Main Streets and improving access to a planned new City park.

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

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 47-2022
Adopted December 6, 2022

CONDITIONALLY APPROVING THE SCHEMATIC DESIGN FOR THE TRANSBAY BLOCK 3 PARK AND STREETSCAPE IMPROVEMENTS PROJECT; ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND PROVIDING NOTICE THAT THIS ACTION IS WITHIN THE SCOPE OF THE TRANSBAY TERMINAL / CALTRAIN DOWNTOWN EXTENSION / REDEVELOPMENT PROJECT FINAL ENVIRONMENTAL IMPACT STATEMENT / ENVIRONMENTAL IMPACT REPORT ("FEIS/EIR"), A PROGRAM EIR, AND IS ADEQUATELY DESCRIBED IN THE FEIS/EIR FOR PURPOSES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, In furtherance of the objectives of the Community Redevelopment Law of the State of California ("CRL"), the Redevelopment Agency of the City and County of San Francisco (the "Former Agency") undertook a program to redevelop and revitalize blighted areas in San Francisco and in connection therewith adopted the development project area known as the Transbay Redevelopment Project Area (the "Project Area"); and,

WHEREAS, The Board of Supervisors ("Board of Supervisors") of the City and County of San Francisco ("City") approved a Redevelopment Plan for the Project Area by OrdinanceNo. 124-05, adopted on June 21, 2005, and by Ordinance No. 99-06, adopted on May 9, 2006, filed in the Office of the Recorder of the City and County of San Francisco ("Official Records") as Document No. 2006-I224836, as amended by Ordinance No. 84-15 (June 18, 2015)) as Document No. 2015-K135871, and as amended by Ordinance No. 62-16 (April 19, 2016) as Document No. 2016- K333253, and as it may be amended from time to time ("Redevelopment Plan"); and,

WHEREAS, The Redevelopment Plan was adopted with the purpose, among others, of redeveloping 10 acres of property owned by the State of California (the "State-owned parcels") to generate funding for the Transbay Joint Powers Authority ("TJPA") to construct the new Transbay Transit Center, now commonly referred to as the Salesforce Transit Center (the "STC"). The Redevelopment Plan also establishes zoning controls, including the designation of Transbay Block 3 as a public park; and,

WHEREAS, The Redevelopment Plan establishes the land use controls for the Project Area, and divides the Project Area into two subareas: Zone One in which the Redevelopment Plan and the Development Controls and Design Guidelines for the Transbay Redevelopment Project (as most recently amended, the "Development Controls") define land uses, and Zone Two in which the San Francisco Planning Code applies; and,

WHEREAS, In 2003, the Former Agency and the San Francisco Planning Department ("Planning Department"), in collaboration with other City agencies and the TJPA, published the Design for Development for the Transbay Redevelopment Project ("Design for Development"). The Redevelopment Plan states that the Design for Development is a related Plan Document that establishes conceptual frameworks for land use, urban form, streets and public spaces in the Project Area. The Design for Development calls for the development of a major public open space on Block 3 in Zone 1 of the Project Area, and describes it as "…a well-landscaped, informally designed park frequented by nearby residents and workers alike. Framed by residential uses with front doors opening onto the park area, this park will be primarily oriented towards passive recreation activities and will be an integral neighborhood amenity"; and,

WHEREAS, Also in 2003, the Transbay Joint Powers Authority ("TJPA"), the City, and the State of California, acting by and through its Department of Transportation ("Caltrans"), entered into a Cooperative Agreement, which sets forth the process for the transfer of the certain state-owned parcels to the City and the TJPA. In 2005, the TJPA and the Former Agency entered into the Transbay Redevelopment Project Implementation Agreement ("Implementation Agreement") which requires the Former Agency to prepare and sell these formerly state-owned parcels or retain them to implement the Redevelopment Plan, including, among other things, the construction and funding of new infrastructure improvements, including parks; and,

WHEREAS, In 2006, the Former Agency and the Planning Department, in collaboration with other City agencies and the TJPA, commissioned the production of the Transbay Streetscape and Open Space Concept Plan (the "Streetscape and Open Space Plan"). On November 21, 2006, the Former Agency Commission approved, by Resolution No. 153-06, the Streetscape and Open Space Plan. The Streetscape and Open Space Plan includes design elements related to the ten major streets and six public alleyways within the Project Area, as well as neighborhood parks, including on Transbay Block 3, described as "Transbay Park," and areas below bus and freeway ramps. Furthermore, the Streetscape and Open Space Plan includes recommended landscaping, sidewalk paving, tree types, street furniture, and lighting for each street. It also delineates the purpose of each public right-of-way and links the Transbay neighborhood to the adjacent Rincon Hill neighborhood; and,

WHEREAS, On February 1, 2012, the State of California dissolved all redevelopment agencies, including the Former Agency, by operation of law pursuant to California Health and Safety Code Sections 34170 et seq. ("Redevelopment Dissolution Law"). Under the authority of the Redevelopment Dissolution Law and under San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission ("Commission") and delegating to it state authority under the Redevelopment Dissolution Law), the Successor Agency to the Former Agency (commonly known as the Office of Community Investment and Infrastructure or "OCII") is administering the enforceable obligations of the Former Agency; and,

WHEREAS, On April 15, 2013, the California Department of Finance ("DOF") determined "finally and conclusively" that the Implementation Agreement, along with other Transbay-related documents, is an enforceable obligation that will not require future DOF review, although expenditures under the Implementation Agreement are subject to continuing DOF review. Thus, the Implementation Agreement is an enforceable obligation that requires OCII to among other things, "execute all activities related to the implementation of the Transbay Redevelopment Plan, including but not limited to, activities related to major infrastructure improvements." (Section 2.1 (d) of the Implementation Agreement at p. 4); and,

WHEREAS, In accordance with the Streetscape and Open Space Plan and the Implementation Agreement, OCII is responsible for developing the public open spaces on those formerly state-owned parcels not planned for private development under the Redevelopment Plan. Transbay Block 3, located on a portion of the master block between Howard, Beale, Folsom and Main Streets that was the TJPA Temporary Bus Terminal ("Former Temporary Terminal"), has been conveyed to OCII pursuant to the Cooperative Agreement and the Implementation Agreement, and is planned for the Transbay Block 3 Park and Streetscape Improvements Project (the "Project"). The Project is comprised of:

1. The Block 3 park ("the Park") schematic design ("Schematic Design") and construction.
2. *Street design and improvements to portions of the new extensions of Clementina and Tehama Streets adjacent to the Park.
3. *Improvements to the existing Main and Beale Streets rights-of-way adjacent to the Park.

*Note: Exhibit C, the Schematic Design Right-of-Way Scope of Improvements Plan, defines the Project's streetscape boundaries and scopes of work.

The one-acre Park program includes tree groves, a central planted meadow, plazas and decks, a children's play area, an all-ages exploration area, seating, a dog-relief area, and a small building that will house a restroom, storage and community space. The Project's design intent is to maximize utilization by surrounding residents, workers, and visitors, and minimize maintenance costs and environmental impact; and,

WHEREAS, OCII desires to move forward with the design and development of the Project because vertical development in the Project Area is nearly complete, and the Former Temporary Terminal is no longer needed for its intended purpose due to the opening of the STC; and,

WHEREAS, Under Redevelopment Dissolution Law, OCII is required to dispose of its real property assets pursuant to a long-range property management plan ("PMP"). OCII's PMP, approved by the DOF on December 7, 2015, required OCII to transfer Transbay Block 3 Park to the City for a governmental purpose after OCII fulfills its obligations to develop the Park; and,

WHEREAS, San Francisco Public Works ("SFPW") is the City agency responsible for infrastructure improvements within the public right-of-way. In 2018, OCII executed a Memorandum of Understanding ("MOU") with SFPW to provide professional services for the design and engineering of the Park. By separate resolution, OCII now intends to amend the 2018 MOU ("Amended and Restated MOU") to authorize the San Francisco Recreation and Parks Department ("RPD") to direct the Park's design, and expand SFPW's role to design and engineer the Clementina and Tehama alley extensions, including signalized crossings of Clementina at Beale and Main streets, coordinating the Beale and Main streetscape interfaces with the San Francisco Municipal Transportation Agency's ("MTA") two bike infrastructure projects abutting Transbay Blocks 2, 3, and 4, adding a restroom facility to the Park, and participating in the San Francisco Art Commission's Civic Design Review process and Art Enrichment program. The Amended and Restated MOU will also enable SFPW and RPD to continue providing design and professional services for the expanded Project scopes in subsequent design development, construction document, bid and award phases of the Project; and,

WHEREAS, Following an extensive community engagement process, OCII staff presented the Project to the Transbay Citizens Advisory Committee ("CAC") on February 10, 2022 and the CAC voted unanimously in support of the Project. The Project was presented to the RPD Capital Committee on March 2, 2022 and the RPD Commission on March 17, 2022. Both bodies unanimously approved of and referred the Project to the OCII Commission; and,

WHEREAS, Successor Agency staff has reviewed and considered the Project and finds it to be acceptable and in accordance with the Redevelopment Plan, the Design for Development, the Development Controls, and the Streetscape and Open Space Plan. Staff recommends approval of the Project; and,

WHEREAS, On April 20, 2004, the Commission of the Former Redevelopment Agency of the City and County of San Francisco ("Former Agency Commission") adopted Resolution No. 45-2004, certifying the Final Environmental Impact Statement/Environmental Impact Report (the "FEIS/EIR") for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project, which included the Redevelopment Plan. On January 25, 2005, the Former Agency Commission adopted Resolution No. 11-2005, adopting findings under the California Environmental Quality Act ("CEQA"), a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program in connection with the adoption of the Redevelopment Plan. The Board of Supervisors and the City Planning Commission adopted similar findings; and,

WHEREAS, A total of nine addenda to the FEIS/EIR were prepared between June 2, 2006 and June 13, 2022; and,

WHEREAS, The FEIS/EIR is a program environmental impact report ("EIR") under CEQA Guidelines Section 15168 and a redevelopment plan EIR under CEQA Guidelines Section 15180. The FEIS/EIR is also a project EIR under CEQA Guidelines Section 15161 for certain structures and facilities. The FEIS/EIR analyzed the development of public open space uses, including new streets, on and adjacent to Transbay Block 3, in accordance with the Redevelopment Plan and the Design for Development. The FEIS/EIR contemplated the Former Redevelopment Agency's disposition of the publicly-owned Transbay Blocks 2, 3, and 4 for the development of private and public uses, including residential and retail uses on Blocks 2 and 4, the extensions of Clementina and Tehama Streets, and a public open space on Block 3; and,

WHEREAS, OCII staff finds that the proposed action to develop the Park and streetscape improvements on and adjacent to Block 3 in accordance with the Project's Schematic Design is an Implementing Action within the scope of the project analyzed in the FEIS/EIR and subsequent addenda and that therefore no additional environmental review is required pursuant to California Public Resources Code Section 21166 and Sections 15162, 15163, 15168, and 15180 of the CEQA Guidelines; and,

WHEREAS, OCII staff, in making the necessary findings for the Implementing Action contemplated herein, considered and reviewed the FEIS/EIR and addenda, has made documents related to the Implementing Action, the FEIS/EIR, and addenda available for review by the Commission and the public, and these files are part of the record before the Commission; and,

WHEREAS, The FEIS/EIR findings and statement of overriding considerations adopted in accordance with CEQA by the Former Agency Commission by Resolution No. 11-2005 dated January 25, 2005, were and remain adequate, accurate and objective and are incorporated herein by reference as applicable to the Implementing Action; now therefore, be it

RESOLVED, The Commission finds and determines that conditionally approving the Project's Schematic Design is an Implementing Action within the scope of the project analyzed in the FEIS/EIR and addenda and requires no additional environmental review pursuant to California Public Resources Code Section 21166 and State CEQA Guidelines Sections 15180, 15168, 15162 and 15163 for the following reasons:

1. The Implementing Action is within the scope of the project analyzed in the FEIS/EIR and addenda and no major revisions are required due to the involvement of new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the FEIS/EIR; and,

2. No substantial changes have occurred with respect to the circumstances under which the project analyzed in the FEIS/EIR and addenda was undertaken that would require major revisions to the FEIS/EIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the FEIS/EIR; and,

3. No new information of substantial importance to the project analyzed in the FEIS/EIR and addenda has become available which would indicate that (a) the Implementing Action will have significant effects not discussed in the FEIS/EIR; (b) significant environmental effects will be substantially more severe; (c) mitigation measures or alternatives found not feasible which would reduce one or more significant effects have become feasible; or (d) mitigation measures or alternatives which are considerably different from those in the FEIS/EIR will substantially reduce one or more significant effects on the environment, and, be it further

RESOLVED, That based on the foregoing and information provided in the Commission memorandum on file with the Commission Secretary, the Commission hereby approves the Schematic Design for the Project, dated September 21, 2022, and attached to this resolution as Exhibit A, as consistent with the provisions and requirements of the Redevelopment Plan, the Streetscape and Open Space Plan, the Design for Development and the Development Controls, subject to the conditions attached as Exhibit B, which require further review and approval by the Executive Director, or his designee.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of December 6, 2022.

Commission Secretary

Exhibit A: The Schematic Design for the Transbay Block 3 Park and Streetscape Improvements Project

Exhibit B: Conditions of Approval

Exhibit C: Transbay Block 3 Park Schematic Design Right-of-Way Scope Improvements Plan

EXHIBIT A

Schematic Design for the Transbay Block 3 Park and Streetscape Improvements Project

100% SUBMITTAL | SEPTEMBER 21, 2022

OCII

SAN FRANCISCO RECREATION & PARKS

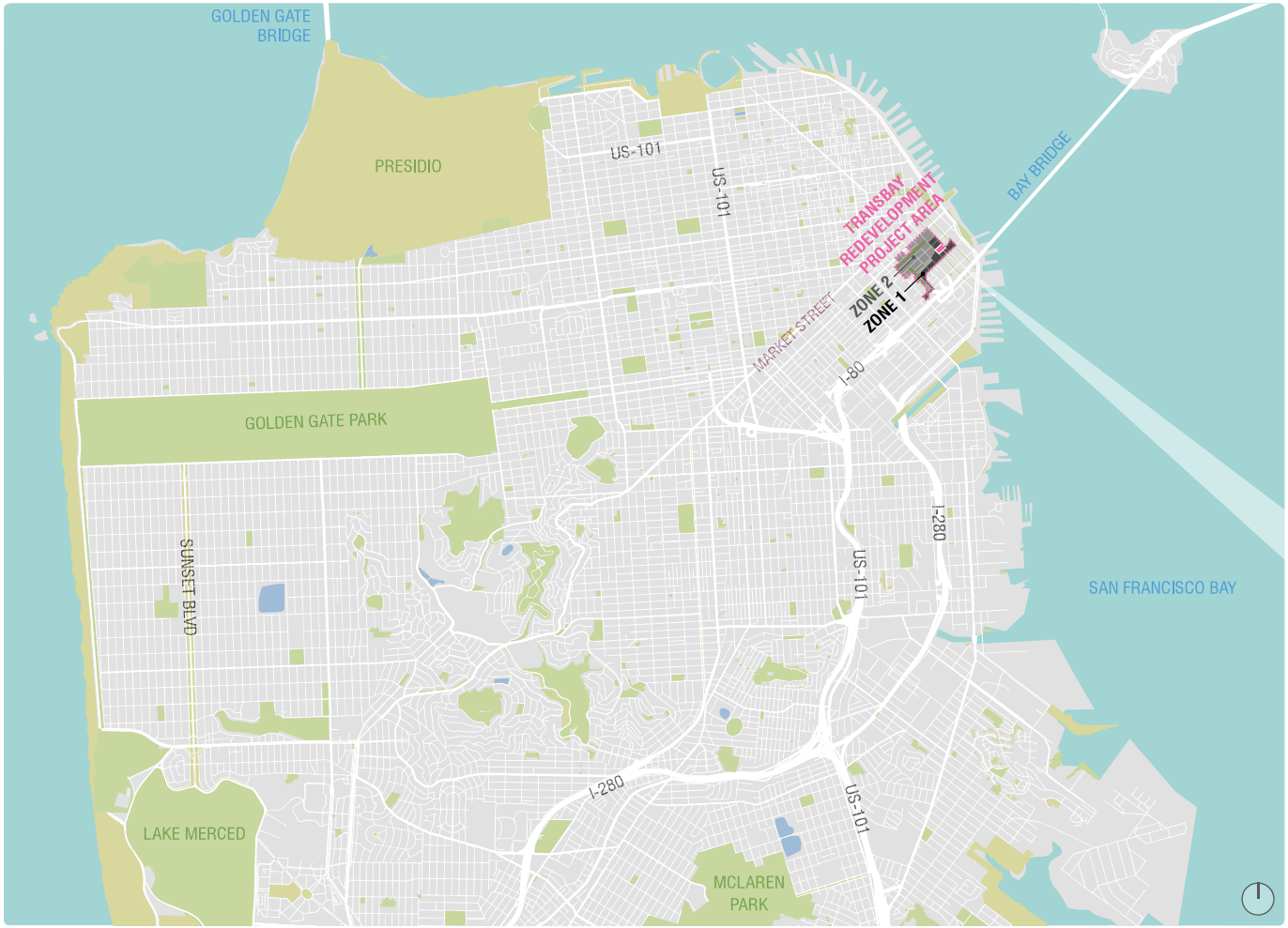
SAN FRANCISCO PUBLIC WORKS
Building Design & Construction

PREPARED FOR: OFFICE OF COMMUNITY INVESTMENT & INFRASTRUCTURE AND SAN FRANCISCO RECREATION AND PARKS
PREPARED BY: SAN FRANCISCO PUBLIC WORKS

TABLE OF CONTENTS

PROJECT OVERVIEW	Future Block 3 Park Location	3
	Transbay Redevelopment Project Area Zoning	4
	Existing Site Context	5
NEIGHBORHOOD CONTEXT	Neighborhood Open Space	6
	Adjacent Open Space	7
	Neighborhood Cultural & Amenities Plan	8
	Neighborhood Building Uses	9
	Major Transit Connections	10
PROCESS	Planning Process & Community Engagement	11
	Site History	12
	Desired Program Spaces	13
	Design Concept & Alternatives	14
	Neighboring Block Developments	15
	Existing Conditions Plan	16
SITE DESIGN	Illustrative Site Plan	17
	Site Sections	18
	Program Overlay	19
	Existing Site & Demolition Plan	20
	Parcel Boundary & Site Dimensions	21
	Right-of-Way Scope of Improvements	22
	Proposed Grading	23
	Infrastructure & Utilities Plan	24
	Pedestrian Circulation	25
SITE MATERIALS PALETTE	Sustainability & Materials Framework	26-27
	Why a Habitat Meadow?	28
	Stormwater Management	29
	Tree Planting	30
	Street Trees - Proposed Alternative Species	31
	Landscape Planting	32
	Landscape Planting Palette	33
	Paving	34
	Site Elements by Zone	35
	Site Elements	36
	Lighting	37
SITE FEATURES & ENLARGEMENTS	Park Edges	38
	Flexible Plaza	39
	Habitat Meadow Area	40
	Main Deck	41
	Playground Enlargement	42
	Playground Elements	43
STEWARDSHIP BUILDING	Stewardship Building - Site Plan	44
	Stewardship Building - Plans	45
	Stewardship Building - Sections	46
	Stewardship Building - Elevations	47
	Stewardship Building - Views	48-52
	Stewardship Building - Material Palette	53
ILLUSTRATIVE RENDERINGS	Deck View	54
	Beale/Tehama Corner Entrance View Looking Southeast	55
	Bird's Eye View Looking Northeast Towards Main St	56
	Night Bird's Eye View Looking Northeast Towards Main St	57

FUTURE BLOCK 3 PARK LOCATION



Map of San Francisco

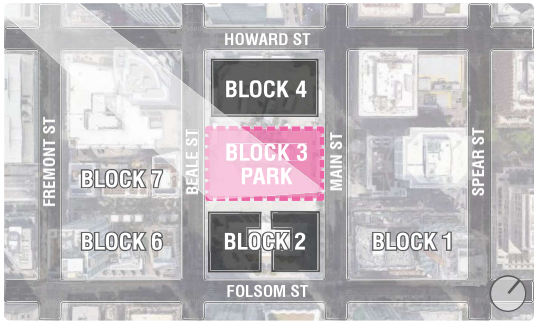
The future Transbay Block 3 Park*, referred to throughout this document as "the park," is established by The Redevelopment Plan for the Transbay Project Area (the "Redevelopment Plan"), indicated on the map of San Francisco at left. The Redevelopment Plan splits the Transbay Redevelopment Project Area into two zones. Zone 1 is the jurisdiction of the Office of Community Investment & Infrastructure (OCII) as Successor Agency to the San Francisco Redevelopment Agency. The San Francisco Planning Department has oversight of Zone 2 of the Transbay Redevelopment Project Area.

Zone One (Transbay Downtown Residential) is a mixed-use, high-density residential district envisioned as a livable urban community with prime access to downtown, the waterfront, and well-designed streets, open space, and retail areas.

The Redevelopment Plan enhances the pedestrian experience and linkages within the neighborhood by extending Clementina, Tehama and Natoma Streets and adds a new public park on Block 3, the future Transbay Block 3 Park.

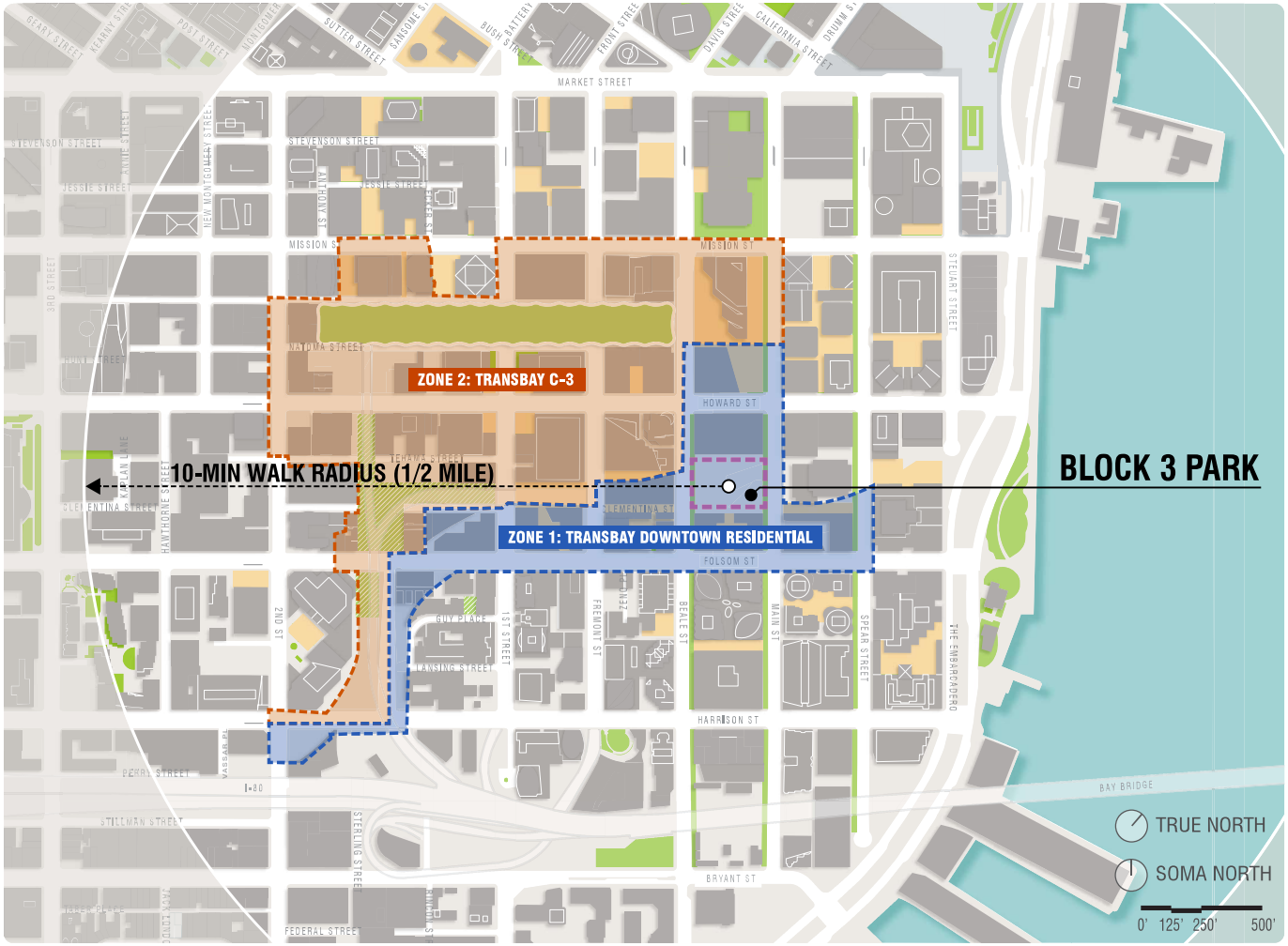
Zone Two (Transbay C-3). As part of downtown San Francisco, this portion of Transbay is subject to the Planning Code requirements for downtown zoning districts.

**Note: the name "Block 3 Park" is a placeholder, and the final park name will be determined through a community process.*



Block 3 Park Located in Zone 1 - Area Enlargement

TRANSBAY REDEVELOPMENT PROJECT AREA ZONING



OCII has jurisdiction over the Transbay Redevelopment Project Area.

Regulating Documents:

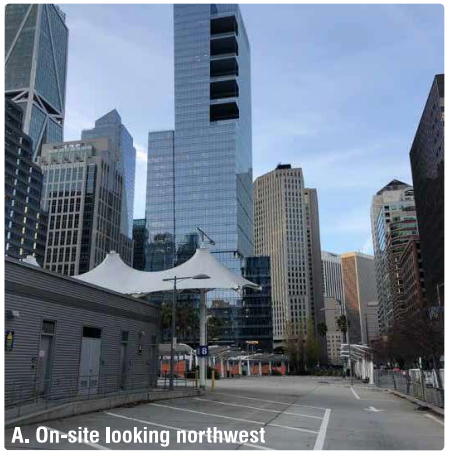
- The Redevelopment Plan governs land uses for the Transbay Redevelopment Project Area (Project Area) and stipulates the Block 3 will be a new public park.
- The Project Area Design for Development (D4D) serves as a master plan document and provides a vision for the Transbay Redevelopment Project Area.
- The Transbay Redevelopment Project Area Streetscape and Open Space Plan and the more recent Streetscape Improvement Plans for Folsom, Main and Beale provide standards, guidelines, and definitions for Transbay public open space and streetscape design.

The objectives of the Redevelopment Plan currently being implemented throughout the Project Area will create a new downtown neighborhood and enhance the connections between the Rincon Hill and new East Cut neighborhoods and the Salesforce Transit Center.

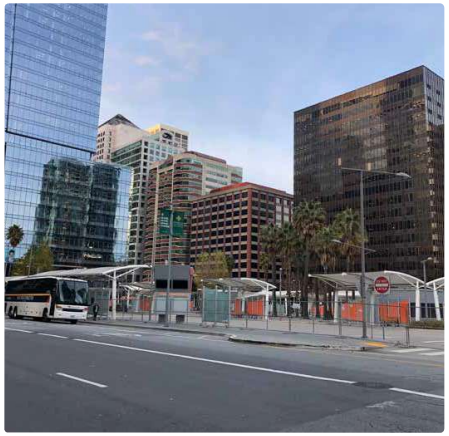
The building massing in Zone One is crafted to create high-density development that preserves views from throughout the city and maintains access to sunlight in the streets, sidewalks, open spaces, and living units. The enhanced streetscapes and open spaces will create a pedestrian-oriented urban environment that encourages walking as a primary transportation mode.

The future Block 3 Park is a nearly one-acre open space that will be framed by two mixed use developments and alleyways and programmed to serve its diverse community of residents and workers.

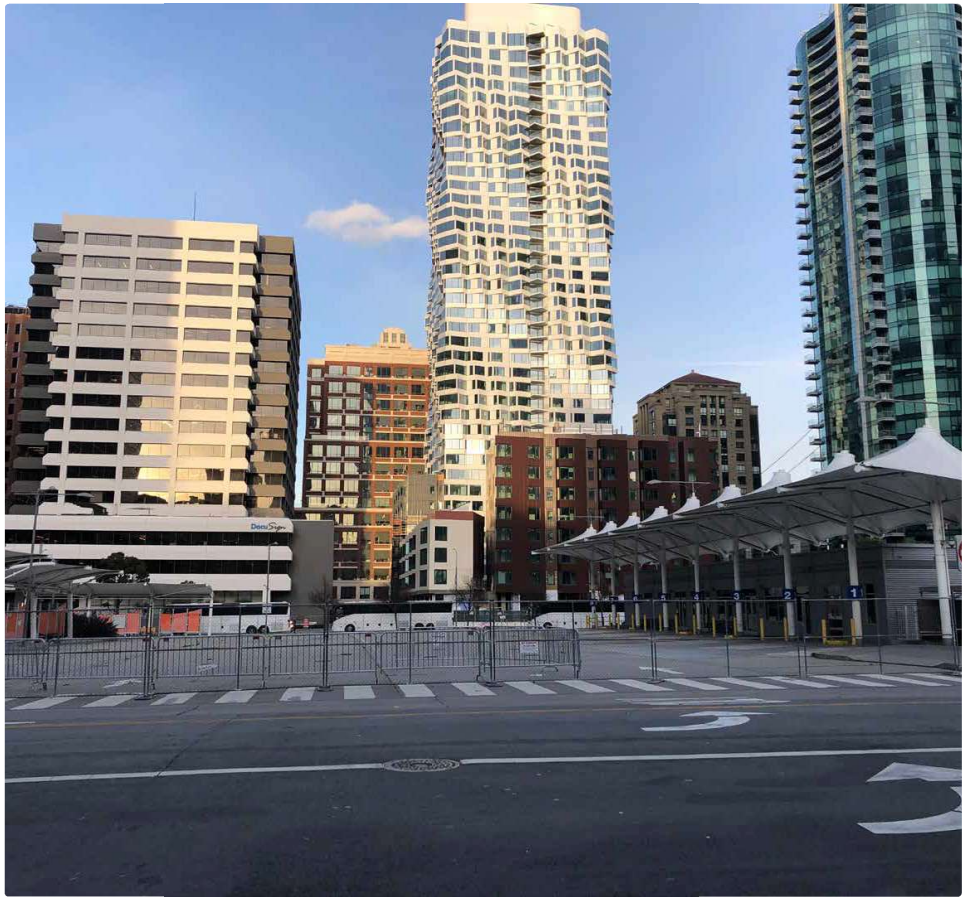
EXISTING SITE CONTEXT



A. On-site looking northwest



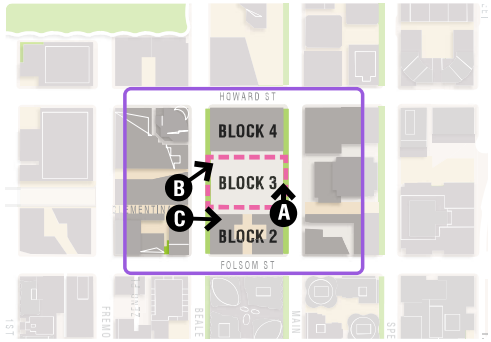
B. Beale Street looking north



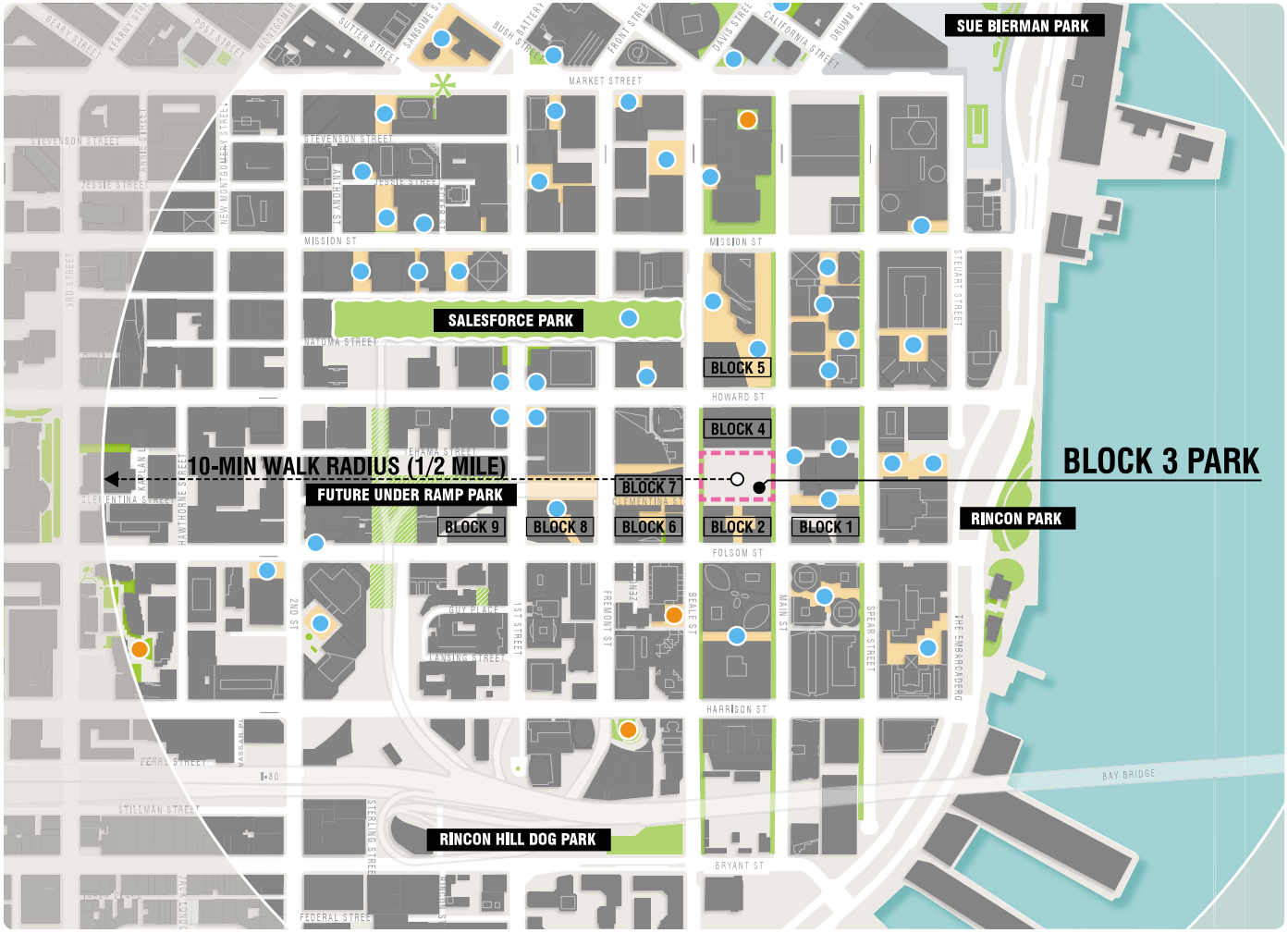
C. Beale Street looking northeast

The existing site is comprised of the former Temporary Terminal Site, bounded at the east and west by Beale and Main and at the North and South by the future Tehama and Clementina Strxeets. The Block 3 park parcel occupies roughly a third of the site and is 39,875 square feet or 0.9 acres.

The photos displayed at left are of the temporary bus terminal infrastructure and the surrounding high-rise developments in the neighborhood.



NEIGHBORHOOD OPEN SPACE



The Zone 1 Open Space strategy combines shared private and public open space developments offsetting the building density of the area by maintaining views, sunlight, and park space. The future Block 3 Park contributes to this open space matrix and will support the recreational needs of the neighborhood.

LEGEND

- OPEN SPACE
- GREEN SPACE
- PRIVATELY OWNED PUBLIC OPEN SPACE (POPOS)
- PRIVATELY OWNED
- TRUE NORTH
- SOMA NORTH

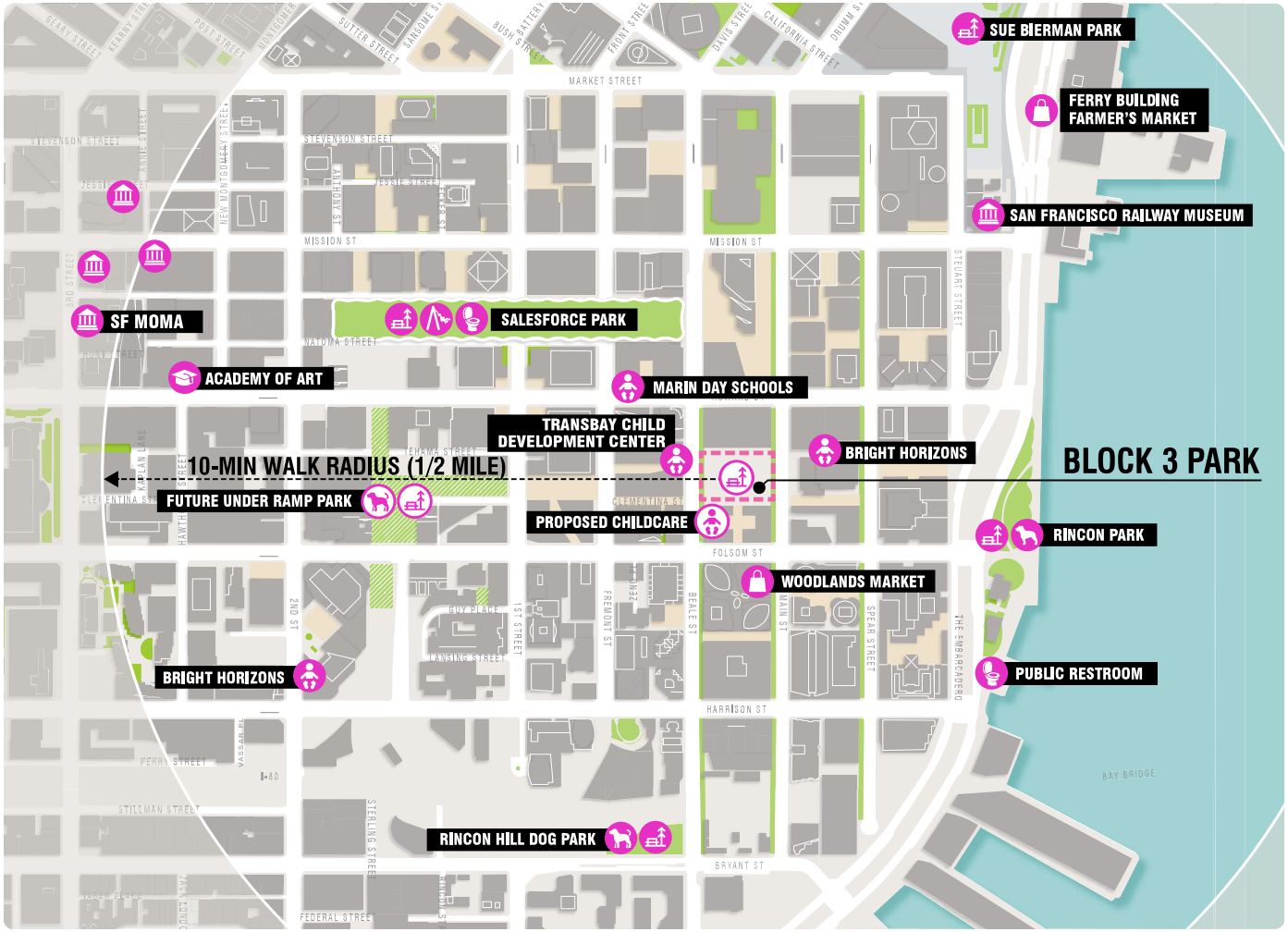
0' 125' 250' 500'

ADJACENT OPEN SPACE

Three other open spaces with proximity to Block 3 Park inform the development of the new park's program. Rincon Park, at the waterfront to the east, includes an open grassy area and dog park. The future Under Ramp Park, to the west, will have a highly activated program that will include sports courts, a pavilion building with retail kiosks, a beer garden, a fitness area, a dog park, and protected bikeways.

The elevated Salesforce Park, to the north, is a highly managed and programmed park with botanical garden features. The design of the Block 3 park acknowledges this context and does not duplicate existing programming, but instead provides flexible space for neighborhood residents and office workers to gather and relax.

NEIGHBORHOOD CULTURAL & AMENITIES PLAN



The Project Area consists of a primarily commercial district (Zone 2) and a mixed-use, high density residential district served by local retail and services (Zone 1). The Block 3 park program responds to the existing and proposed park programs in the neighborhood by providing activities not found in the other open spaces within the Project Area or its adjacent neighborhoods. For example, three parks serve dogs and, therefore, Block 3 does not incorporate a dog run, but instead offers a small-scale dog relief zone. Notably, with five childcare centers in the area, and only one school age playground at Salesforce Park, a dedicated children's play area is included in the park's program.

LEGEND

- PARK
- PLAYGROUND
- CHILDCARE
- RESTROOM
- DOG AREA
- GROCERY
- MUSEUM
- EDUCATION
- TRUE NORTH
- SOMA NORTH

0' 125' 250' 500'

NEIGHBORHOOD BUILDING USES

At the intersection of primarily commercial uses to the north and residential uses to the south, the future Block 3 Park is positioned to accommodate a diverse set of user groups throughout the day and week. The mixed-use, high-density residential district provides convenience goods and services to the surrounding neighborhood. Framed by two mixed-use developments, Block 3 Park serves both the adjacent complexes as well as neighborhood and businesses at large.

LEGEND

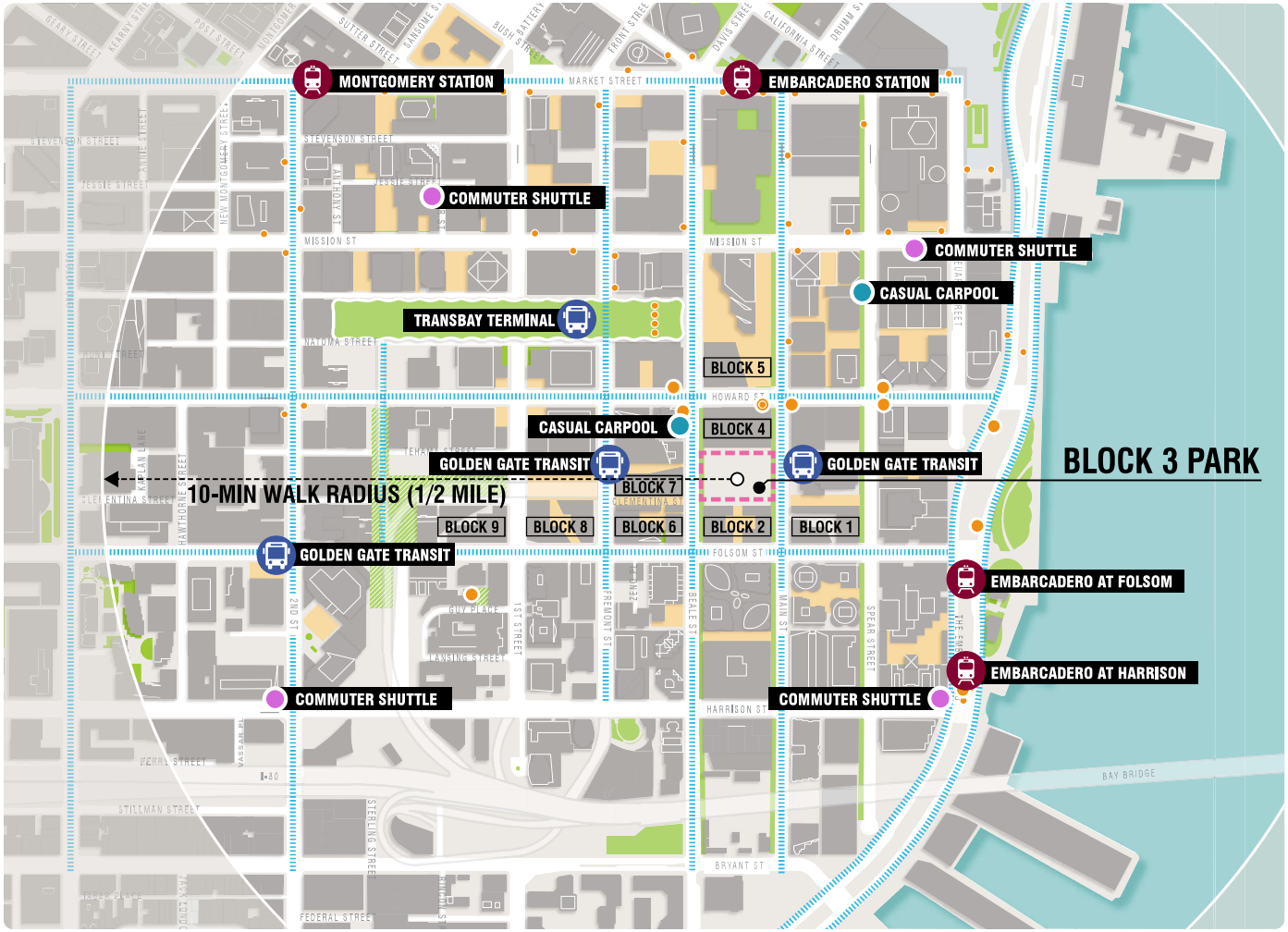
- COMMERCIAL & MIXED USE
- RESIDENTIAL
- GOVERNMENT & INSTITUTIONS
- INDUSTRIAL

TRUE NORTH

SOMA NORTH

0' 125' 250' 500'

MAJOR TRANSIT CONNECTIONS



The future park is situated within a unique multi-modal, transit-oriented neighborhood that serves as a gateway to the center of San Francisco's downtown and financial districts. The future Block 3 Park is particularly accessible and will be reached via multiple modes of transportation within a 10-minute walk radius, as indicated on the adjacent map. A combination of accessibility and improved pedestrian sidewalks will ultimately encourage the use of alternative modes of transportation by future area residents, workers, and visitors who will contribute to a more pedestrian and transit-oriented neighborhood.

LEGEND

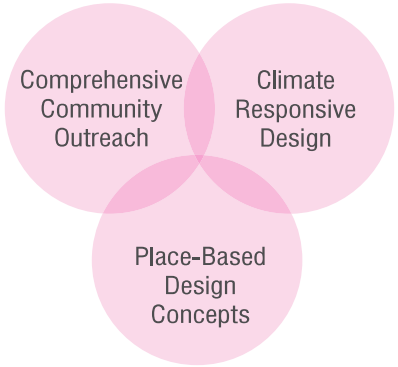
- BART STATION / LIGHT RAIL STOP
- MAJOR BUS STOPS
- MAJOR MUNI BUS STOPS
- BIKE INFRASTRUCTURE
  2012 TCDP PLAN
- COMMUTER SHUTTLE
- CASUAL CARPOOL

TRUE NORTH

SOMA NORTH

0' 125' 250' 500'

PLANNING PROCESS & COMMUNITY ENGAGEMENT



The park design concept is informed by three key components: comprehensive community feedback, climate-responsive design, and site-specific design. A complex and community-based approach, advanced through a series of public meetings, led the final design and program to diverge from the preliminary concept shown in the Transbay Redevelopment Project Area Streetscape and Open Space Plan. This preliminary concept relied on broad gestures that included a diagonal circulation route and large swaths of a water and carbon-intensive lawn, which do not meet City mandates for climate-responsive design.

The outreach process of this latest effort allowed for a deeper analysis and led to a design that identified key community needs and yielded a more sustainable approach. For example, a children's playground and stewardship/restroom building were incorporated due to lack of play and restroom amenities in the neighborhood, while the lawn was replaced with decking and a native meadow to provide habitat and reduce irrigation demands.

The community engagement process was structured to gather feedback at each meeting and apply this information to refine and advance the design. There were four community meetings, as illustrated below, that started from an open-ended inquiry of the community's preferences for programming and design and ended with an established framework of decisions. At the end of each meeting, the presentation and a survey were publicized through the San Francisco Public Works website and the East Cut Community Benefit District outreach team. From these surveys the team gathered information about the participants and gained a deeper insight into their preferences. With each meeting a greater understanding of the community was used to further refine the design and program.

In addition to the community process, the project will receive input from the San Francisco Arts Commission's Civic Design board, comprised of five design professionals, whose mission is to ensure projects enhance the public realm and respect the natural environment. The three-part review process occurs at the end of conceptual, design development, and construction document phase. Currently the project has received conceptual design approval with two conditions: (1) habitat planting palette design will be species specific; and (2) the Stewardship building will be simplified and in concert with the park.

The project will participate in the San Francisco Arts Commission's Art Enrichment Program, a city-wide program that supports the acquisition of artwork in new public spaces. The program structures the artist selection process, provides public outreach, and guarantees proper installation of the art and its continued maintenance.

MEETING 1: MARCH 4, 2020

INITIAL DESIGN INSPIRATION

Dot voting exercises

MEETING 2: SEPTEMBER 9, 2020

DESIGN ALTERNATIVES

Design alternatives partis

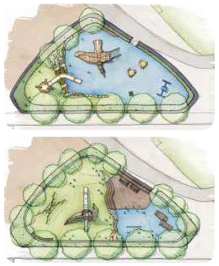
MEETING 3: NOVEMBER 18, 2020

DESIGN SYNTHESIS

Preferred design alternative

MEETING 4: APRIL 29, 2021

DESIGN UPDATE: PLAYGROUND & STEWARDSHIP



Playground alternatives

CIVIC DESIGN REVIEW
RPD COMMISSION
OCII COMMISION

SITE HISTORY

5,000 YEARS AGO
HISTORIC SHORELINE

Minimal Human Intervention

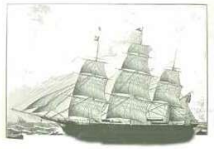
+

Original Intertidal Wetland Zone

+

Flora & Fauna

18TH CENTURY
SHORELINE CHANGE



Foreign Ships Arrive

+

Maritime Edge Develops

+

Spanish/Missions Arrive

19TH CENTURY
SEAWALL

East Cut makes way for cable cars and connection to the city

+

Urbanization ensues due to population rise

+

Gold is discovered, population increases

CURRENT

Bay Bridge (1930s) & freeways (1950s) increase mobility to area

+

Downtown Plan (1980s) permits greater urban density to the area

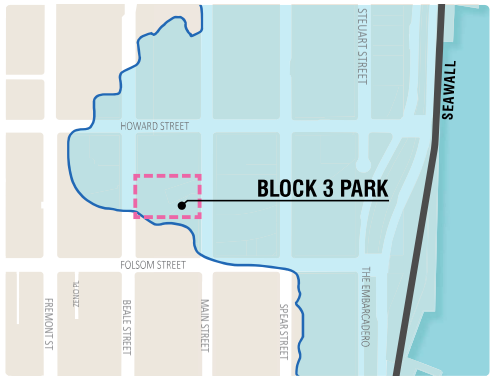
+

Today: Temporary Transbay Terminal

TRANSPORTATION **DEVELOPMENT** **INHABITANTS**

Today the site is blanketed in asphalt, which masks its rich underlying history. As illustrated in the adjacent timeline, the site has experienced a series of transformations that mirror the seismic changes to San Francisco's shoreline and urbanization. The area began as a rich intertidal wetland zone, but with Spanish arrival in the mid-1700s, Missionary settlement ensued, and the shoreline began to develop. By the mid-1800s, after the discovery of gold led to rapid population growth, industrial and commercial development further urbanized the site. The original shoreline was replaced in the early 1900s as the site and portions of the Bay were filled to create new land to accommodate the growing city. As a part of this development, the site was secured behind a seawall and woven into the urban fabric of downtown San Francisco.

The design incorporates elements of this story that reference the site's unique history. This connection is evident in elements like the oyster-shaped form at the heart of the park, which features a meadow recalling a wildlife-rich intertidal landscape once present at the site. The children's playground design also playfully echoes the previous site ecology.



Historic Shoreline (1859) and Seawall (1916)

DESIRED PROGRAM SPACES

BLOCK 3 PARK: 39,000 SF

OPEN FLEXIBLE SPACE

4,000 SF

LARGE SCALE SPACES FOR:

Flexible Programming
Movie Night
Art Shows
Performances

GATHERING SPACES

500 - 2,500 SF

MEDIUM SCALE SPACES FOR:

Birthday Parties
Picnicking
Communal Seating Zone
Community Events

SEATING SPACES

50 SF

SMALL SCALE SPACES FOR:

Places To Sit By Yourself Or In Small Groups Surrounded In Nature

PLAYGROUND

3,800 SF

PLAY SIZE SIMILAR TO:

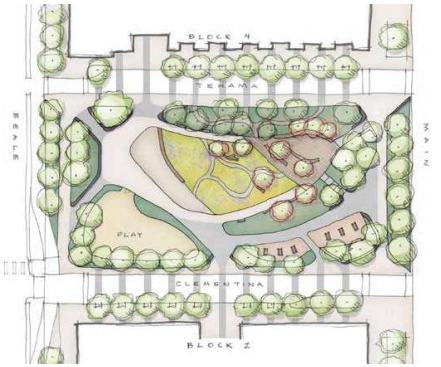
South Park, San Francisco
Square Jacques De Bollardiere, France

The initial park program was derived from OCII's program research, and later confirmed through the community engagement process described earlier. The outline is as follows:

- Open Flexible Space: allow small-scale day-use activities that facilitate activation of the park on weekends.
- Gathering Spaces: serve the needs of the adjacent office workers and residents to allow for outdoor gatherings and walking meetings.
- Seating Spaces: maximize sunlight exposure and provide shelter from wind.
- Playground: serve the needs of families in the adjacent housing.

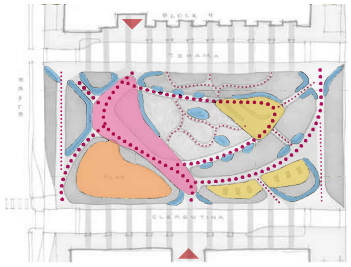
DESIGN CONCEPT & ALTERNATIVES COMMUNITY MEETING #2

The Clearing



Site Plan

Site Section



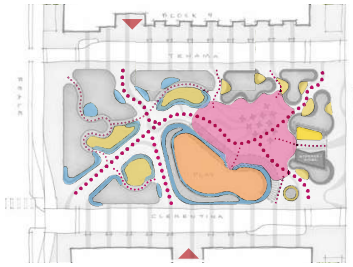
Site Use + Circulation

PREFERRED CONCEPT FROM MEETING #1

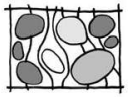
The Commons

Site Plan

Site Section



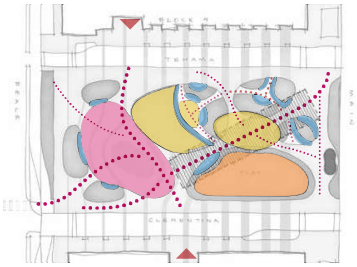
Site Use + Circulation



The Ripple

Site Plan

Site Section



Site Use + Circulation

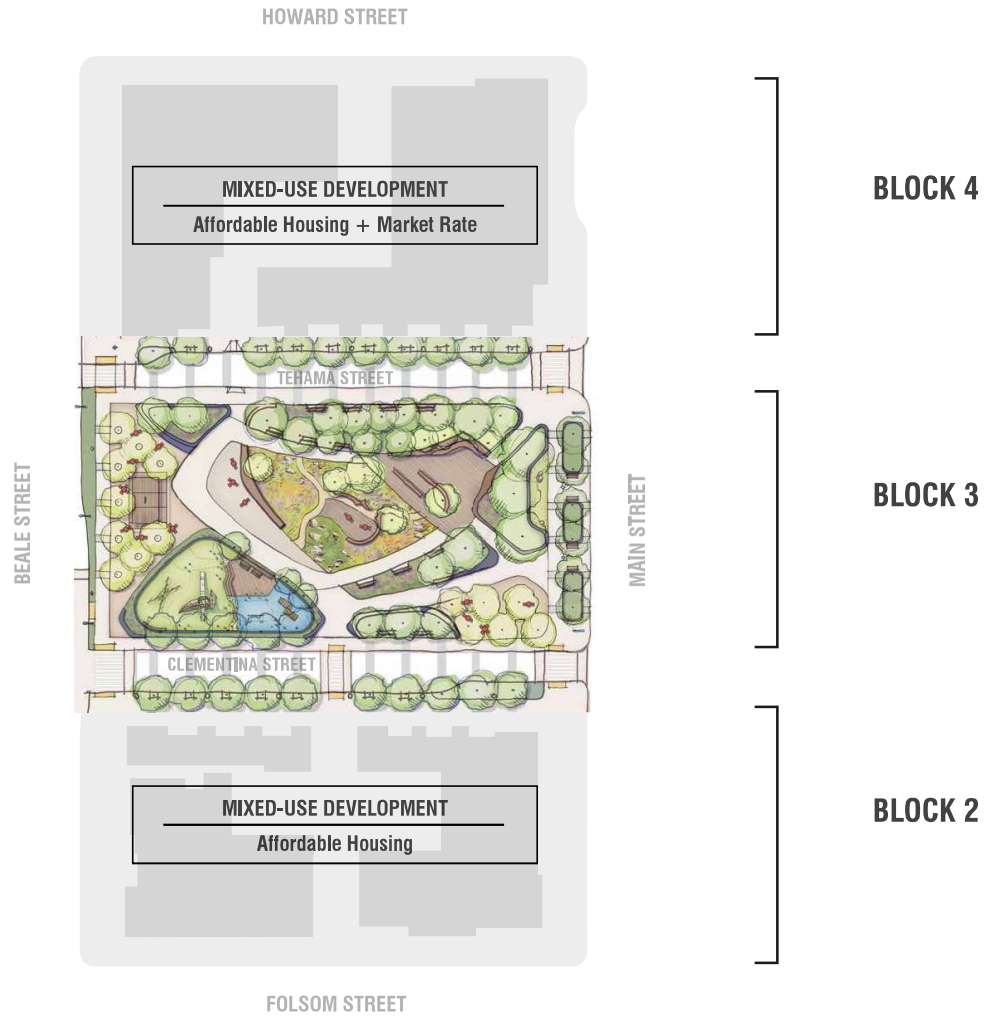
Central to the community-driven design process, three different park concepts were presented at Community Meeting #2. Each concept implemented the program criteria established in Community Meeting #1 and honored the community's overarching desire to bring nature into the site. The Clearing was selected as the preferred scheme. However, in its final form, the design incorporates popular features from the other two alternatives. For example, the grove at the western park edge was incorporated from the Ripple concept, while flexible seating activates the flexible seating areas from the Commons concept.

The Clearing creates a natural respite that contrasts with its urban surroundings and is framed by a dense landscape edge with an open meadow at its center.

SITE USE + CIRCULATION LEGEND

- Major Circulation
- Minor Circulation
- Flexible Plaza
- Gathering Spaces
- Seating
- Play

NEIGHBORING BLOCK DEVELOPMENTS

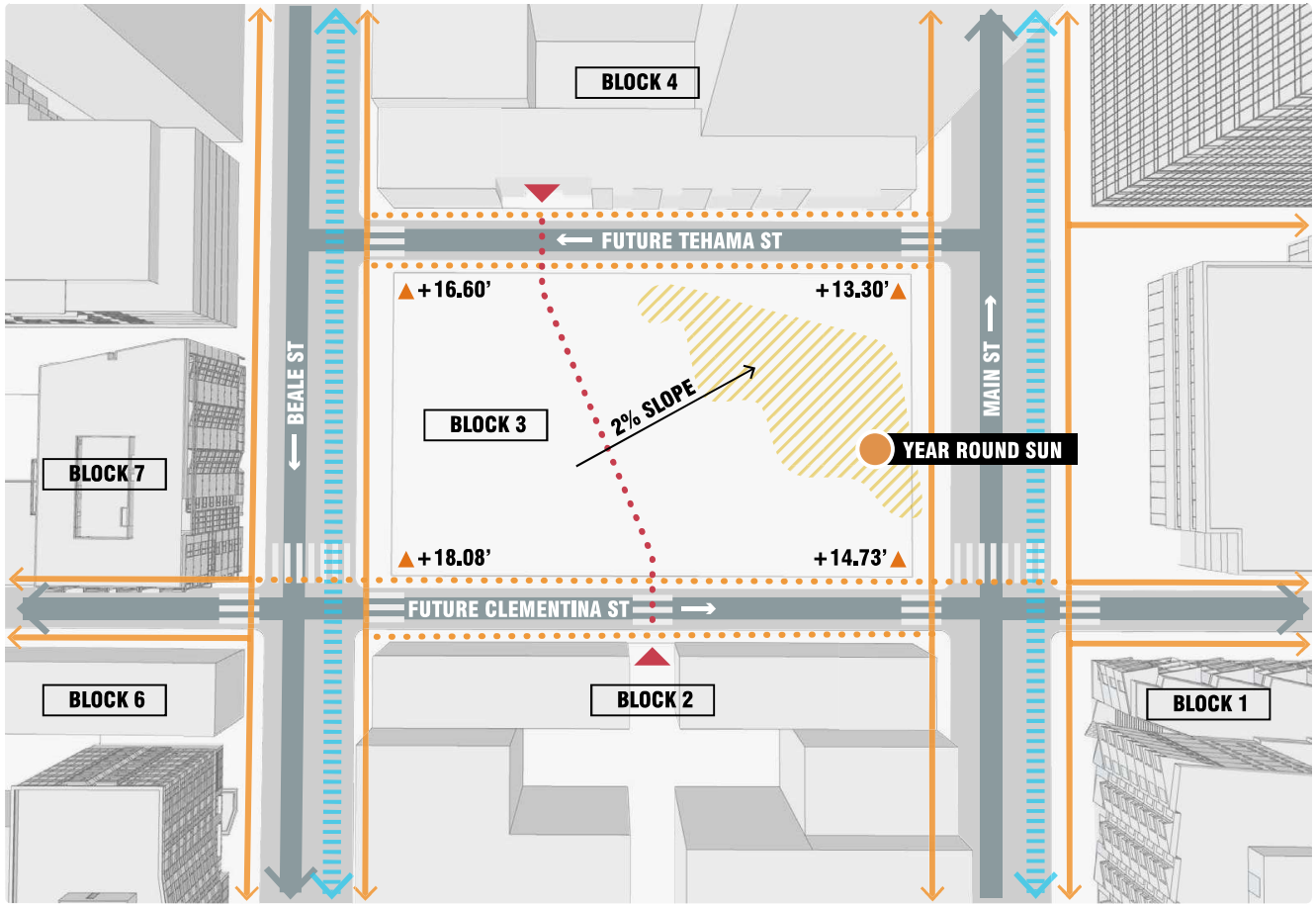


The Block 3 park is flanked by Transbay Blocks 2 and 4, which will both feature new mixed-use developments. The Block 3 Park circulation responds to the neighboring Block 2 and 4 open space apertures. The park design introduces mid-block entries on both Tehama and Clementina Streets that expand the sense of open space across all three blocks and connect to the wider neighborhood network.

Block 2 will be a 100% affordable housing development. OCII has selected a development team and construction could begin as early as 2023.

Block 4 may be comprised of a tower and a midrise building, with both market-rate and affordable housing components. OCII is negotiating with the developer to finalize the development agreement and schematic design approval.

EXISTING CONDITIONS PLAN



LEGEND

- VEHICULAR CIRCULATION
- BICYCLE CIRCULATION
- EXISTING PEDESTRIAN CIRCULATION
- FUTURE PEDESTRIAN CIRCULATION
- FUTURE PEDESTRIAN LINK BEWTEEN BLOCK 2 & BLOCK 4
- YEAR ROUND SUN*
- SITE ELEVATION
- TRUE NORTH
- SOMA NORTH

**Extent of year round sunny area is illustrative and does not reflect a formal shadow analysis as building massings are not yet finalized.*

ILLUSTRATIVE SITE PLAN

The design concept for the Clearing includes a natural respite with an open meadow framed by a dense landscape edge that contrasts with the park's urban context. It will be a neighborhood hub that allows for small community gatherings, children's play, walks along a looped pathway, or simply sitting on a park bench. The central meadow feature recalls the site's past as a rich intertidal landscape and creates a biodiverse habitat that will attract wildlife to the park and enrich the lives of its residents.

LEGEND

- A Flexible Tables & Chairs
- B Benches/Seating
- C Seatwalls
- D Boulders
- E Permeable Paving
- F Paving
- G Plantings
- H Trees

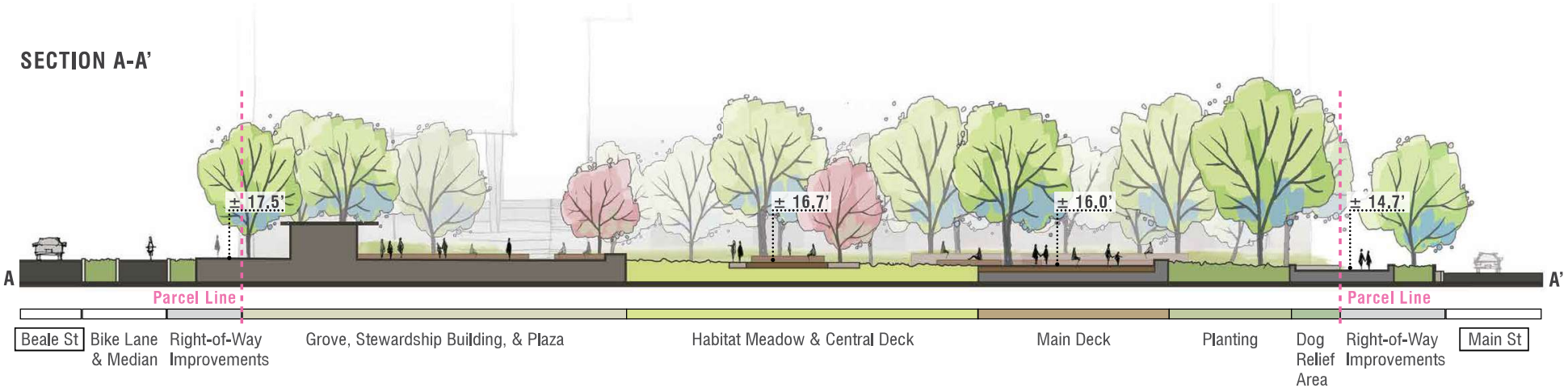
0' 5' 10' 30'

True North

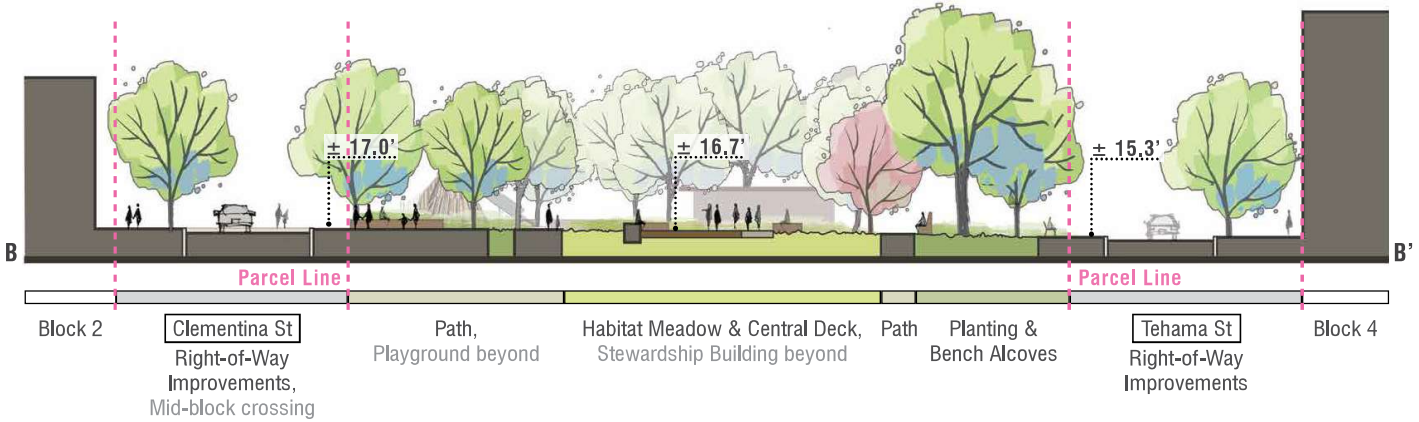
SOMA North

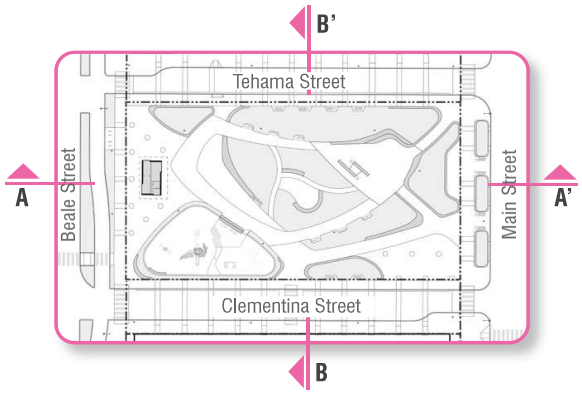
SITE SECTIONS

SECTION A-A'

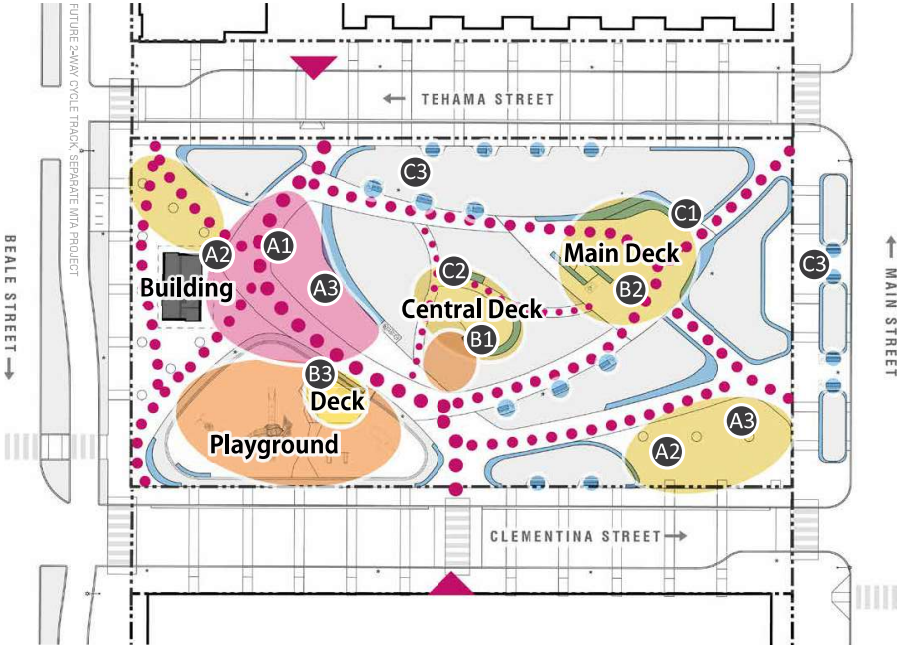


SECTION B-B'





PROGRAM OVERLAY



LEGEND

- Major Circulation
- Minor Circulation
- Flexible Plaza
- Gathering Spaces
- Seating
- Play

FLEXIBLE PLAZA

A1 Flexible Performance Space

A2 Grove

A3 Flexible Tables & Chairs

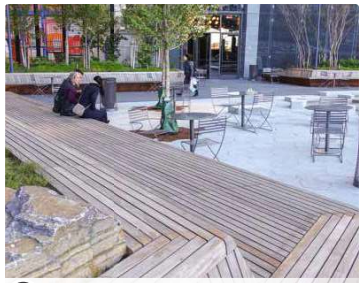
GATHERING SPACES

B1 Habitat Meadow Seating

B2 Active & Passive Recreation

B3 Picnic Tables

SEATING

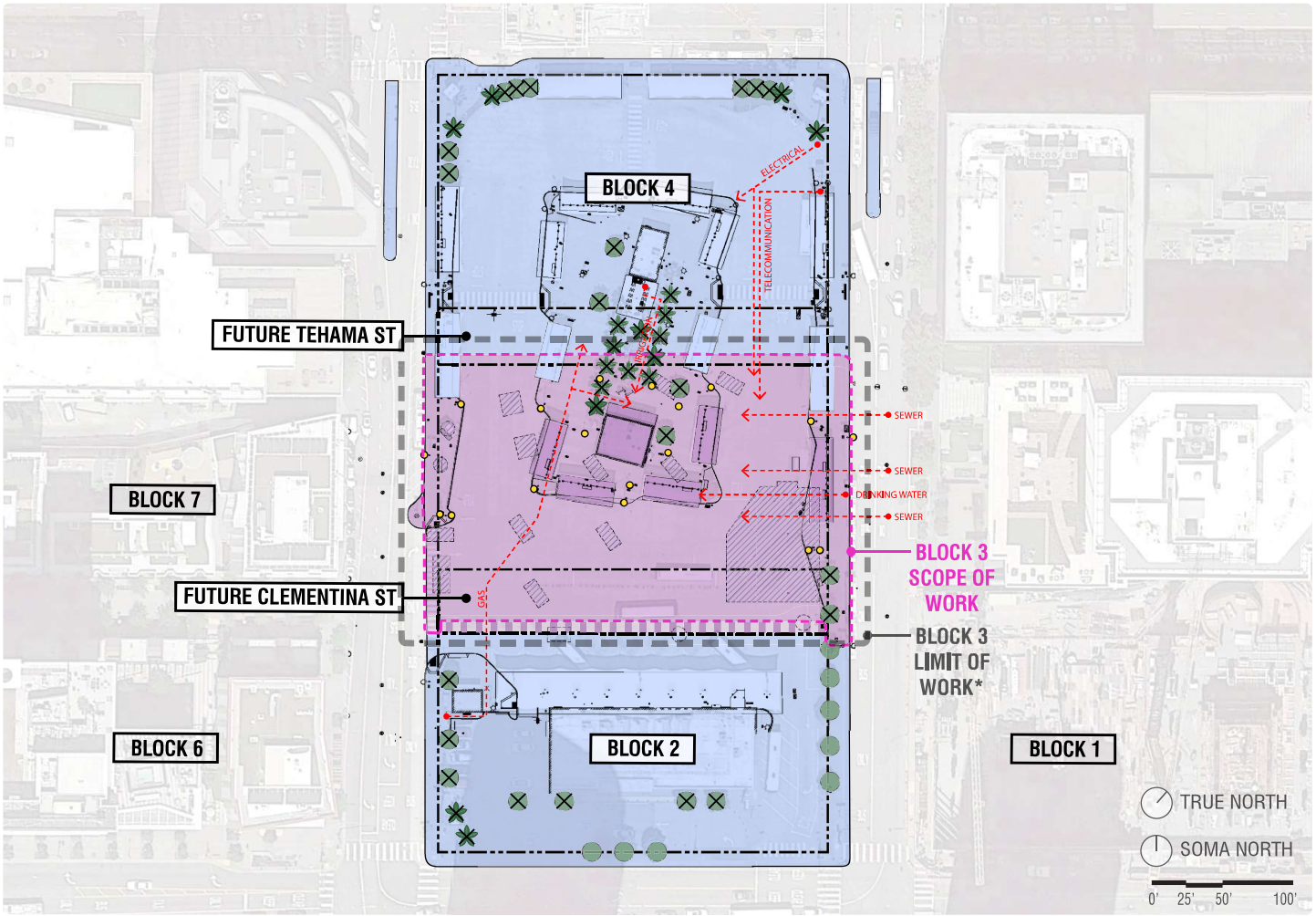


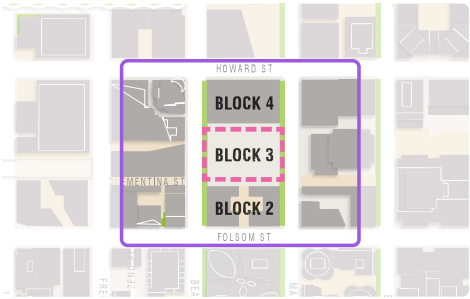
C1 Integrated Wood Bench

C2 Teen Zone

C3 Park Bench

EXISTING SITE & DEMOLITION PLAN



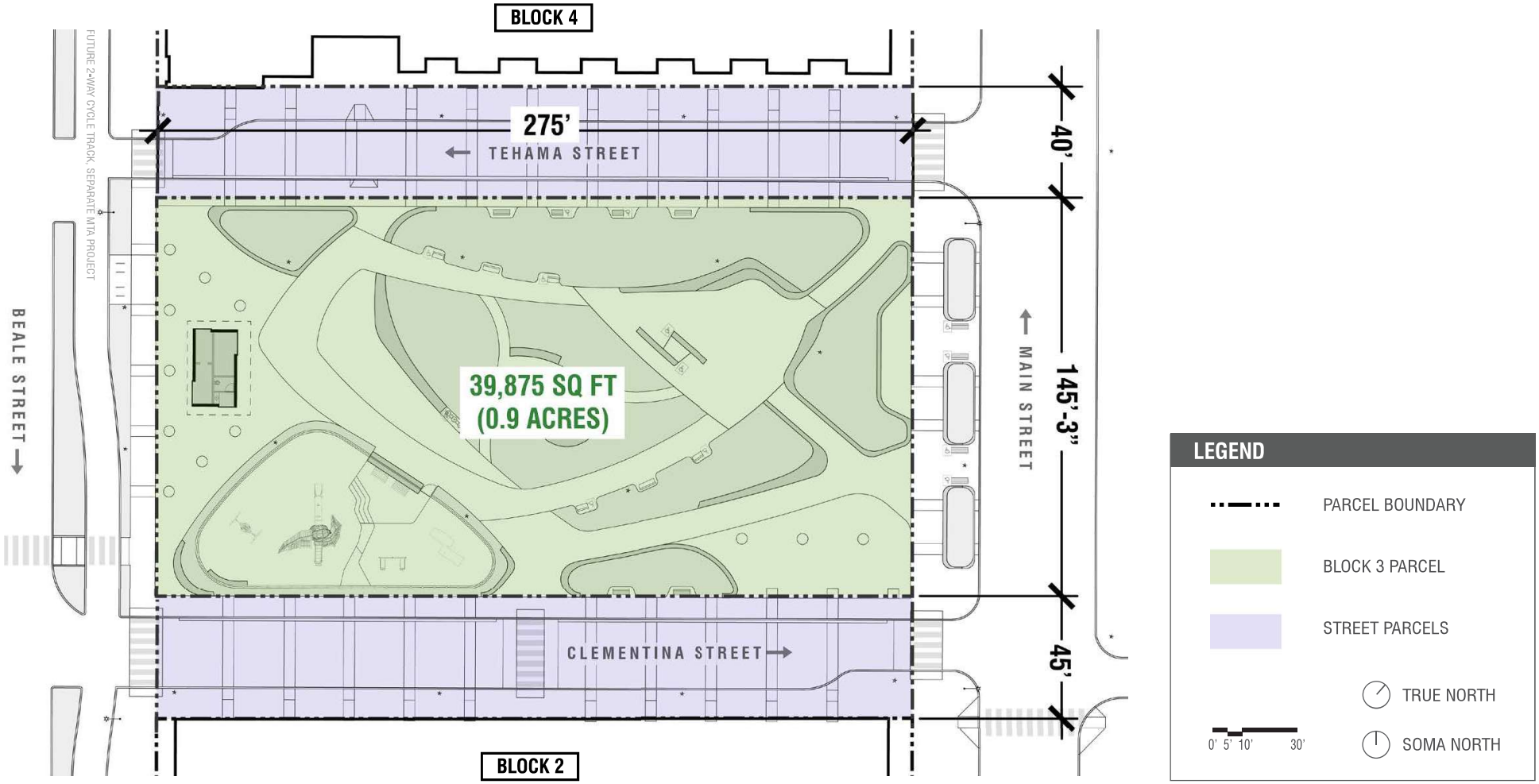


LEGEND

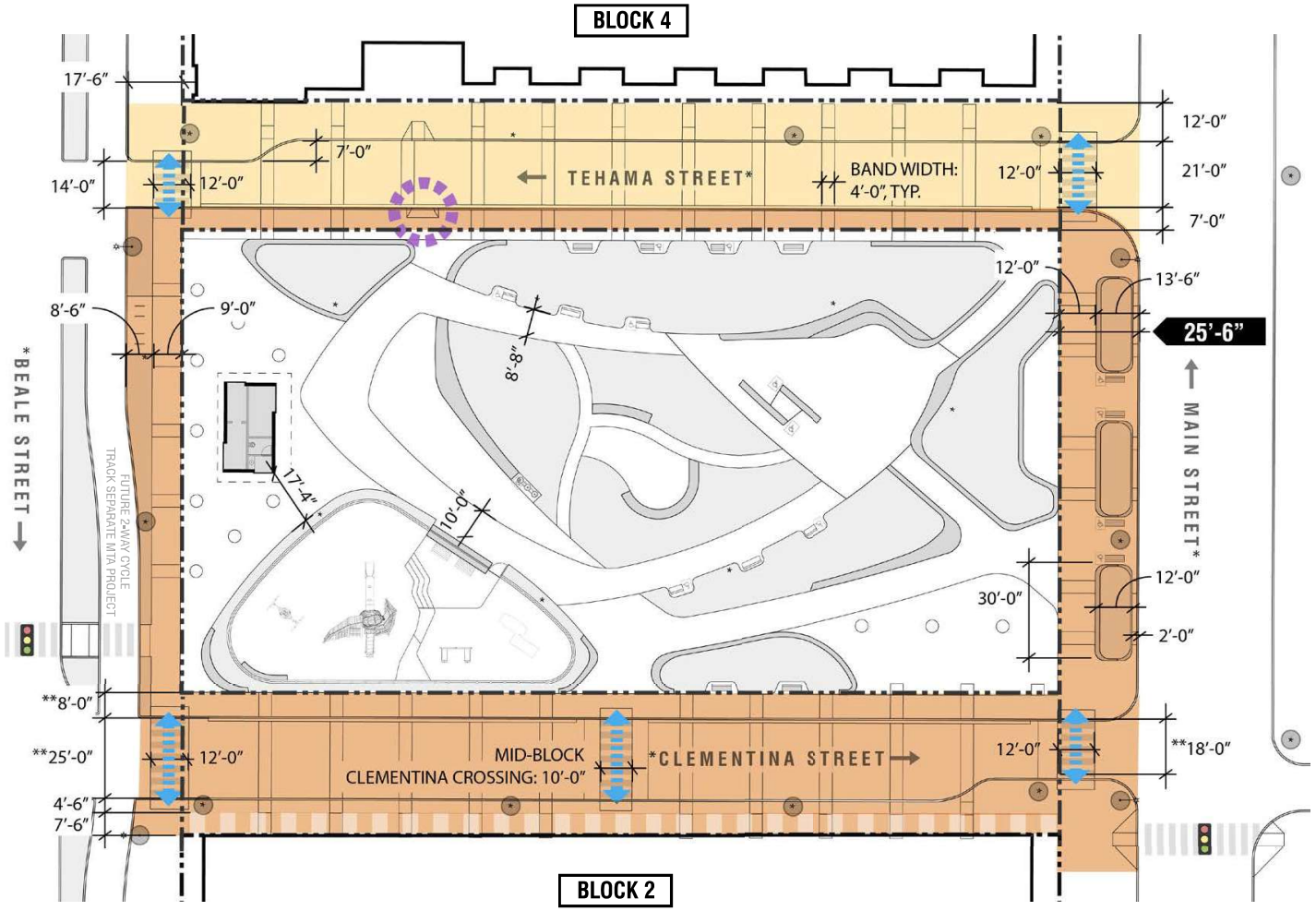
- FUTURE PARCEL BOUNDARY
- INTERIM SIDEWALK ZONE: 7'-6" BUILT BY BLOCK 3 FOR BLOCK 2
- PAVING TO BE REMOVED
- POTENTIAL AREA OF EXISTING UNDERGROUND FOOTINGS
- DEMOLITION BY OTHERS
- LIGHTING TO BE REMOVED
- EXISTING PALM TREES TO BE REMOVED
- EXISTING TREE TO BE REMOVED
- EXISTING UTILITY TO BE REMOVED

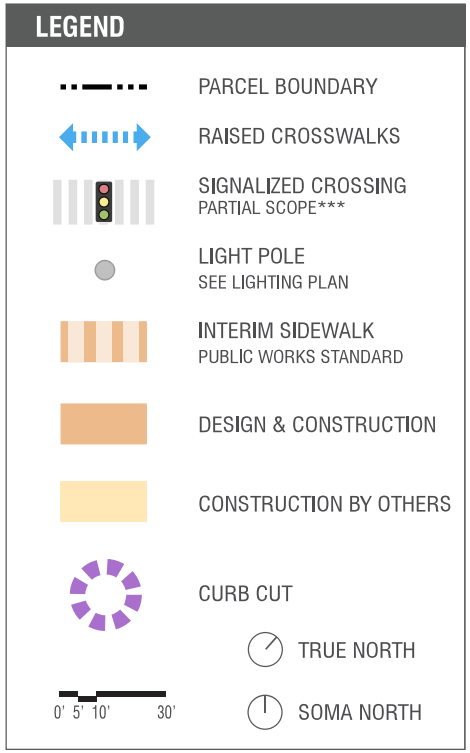
**Limit of work shown is worst case scenario as depends on construction schedules of adjacent projects and futher coordination.*

PARCEL BOUNDARY & SITE DIMENSIONS



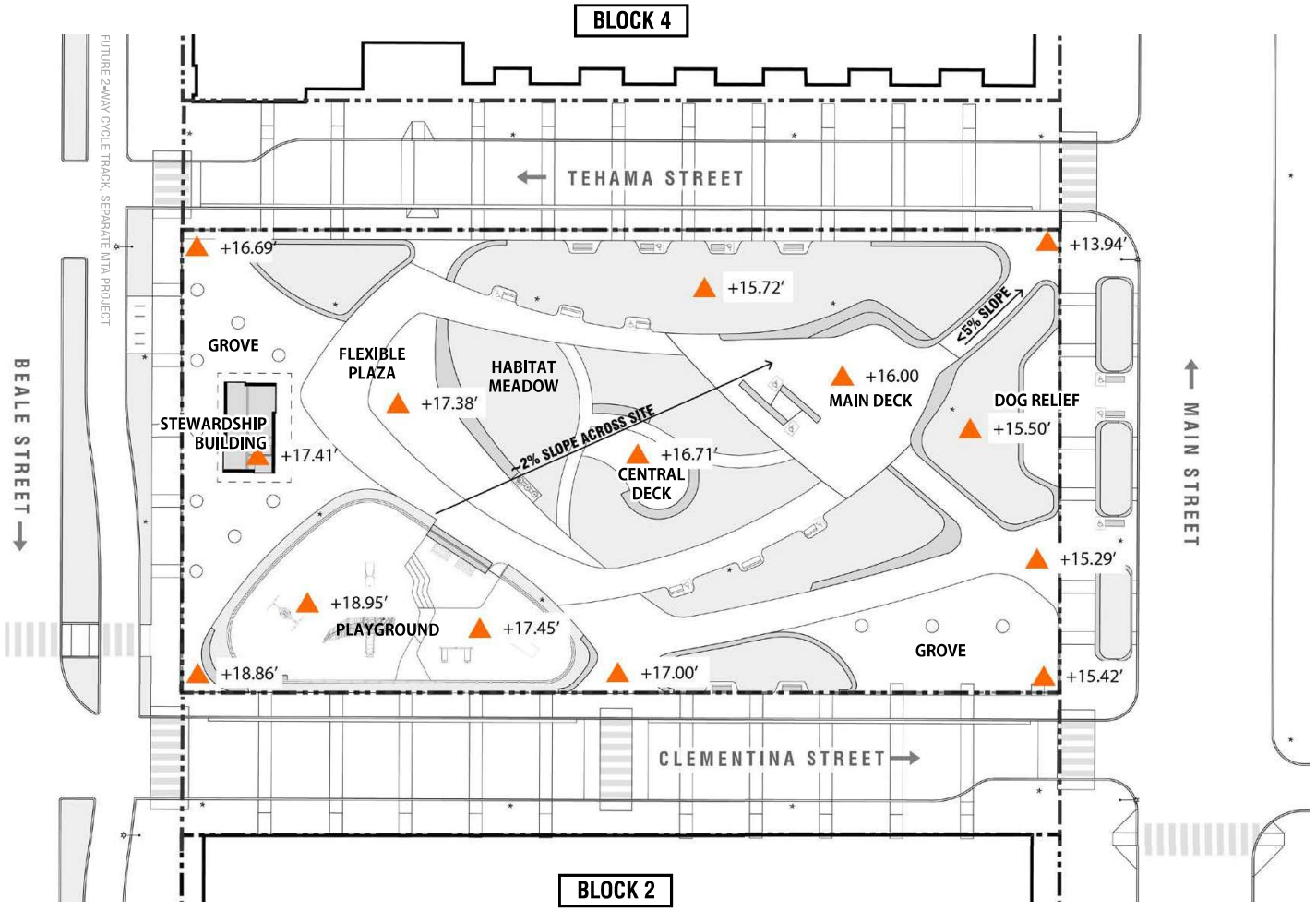
RIGHT-OF-WAY SCOPE OF IMPROVEMENTS

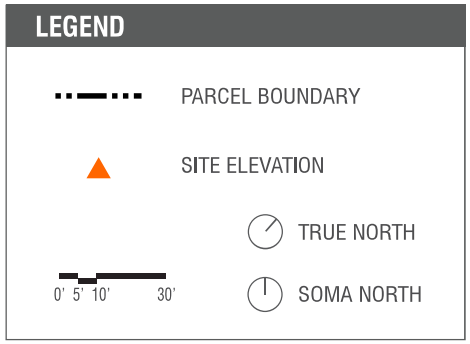




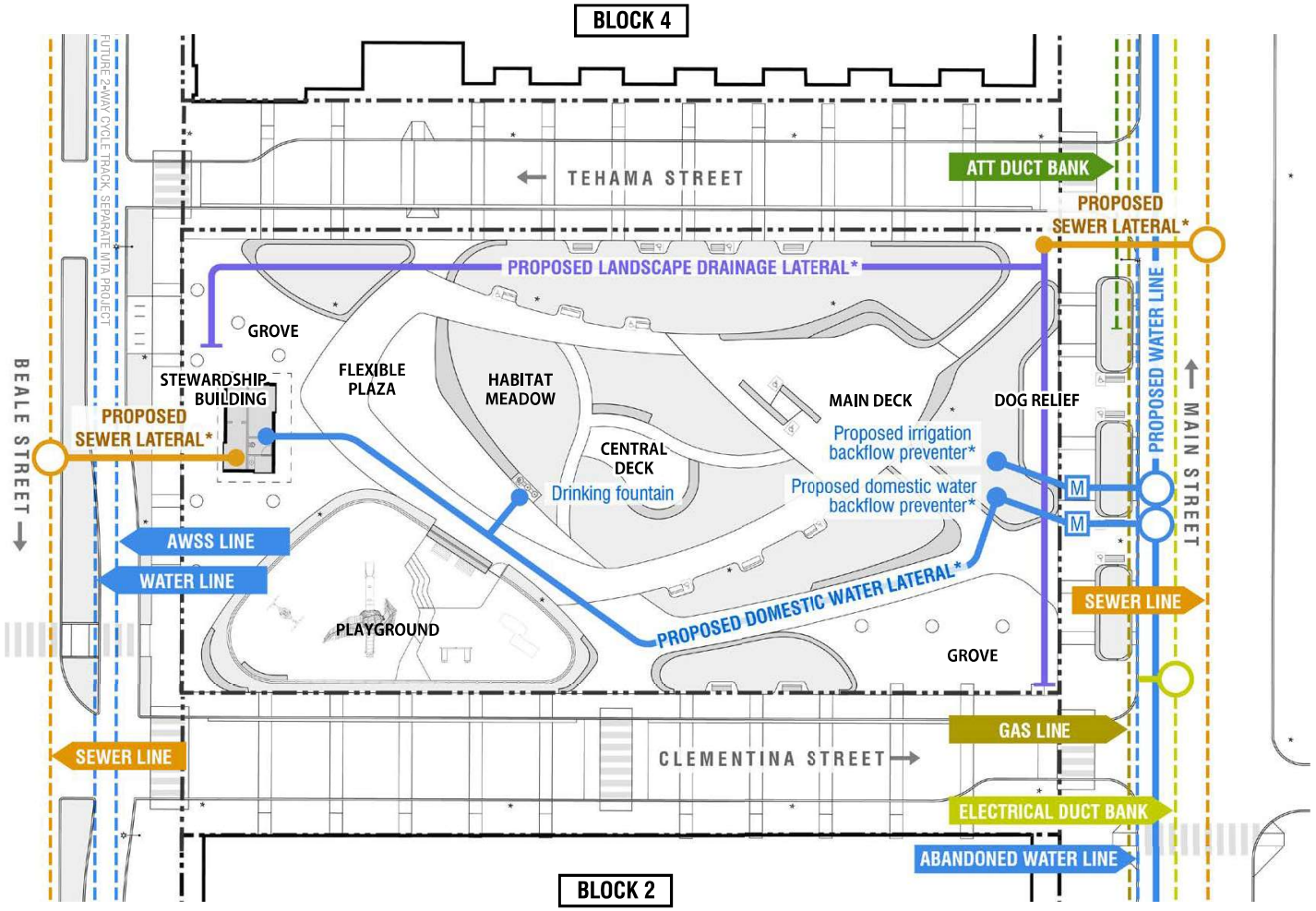
**Streetscape configurations for Tehama, Clementina, Beale, and Main Streets are subject to change, pending subsequent City Department requirements.*
***Clementina Street drive width may be reduced by 4' overall (to allow for 12' wide northern sidewalk) in the event that Block 2 construction type is confirmed to be Type 1.*
****Signalized Crossings at Clementina and Beale and Clementina and Main Street intersections are included in this project scope of work. In Design Development Phase, this scope of work and construction sequence will be further coordinated with MTA/PW adjacent Main and Beale projects whereby scope reductions may occur.*

PROPOSED GRADING





INFRASTRUCTURE & UTILITES PLAN



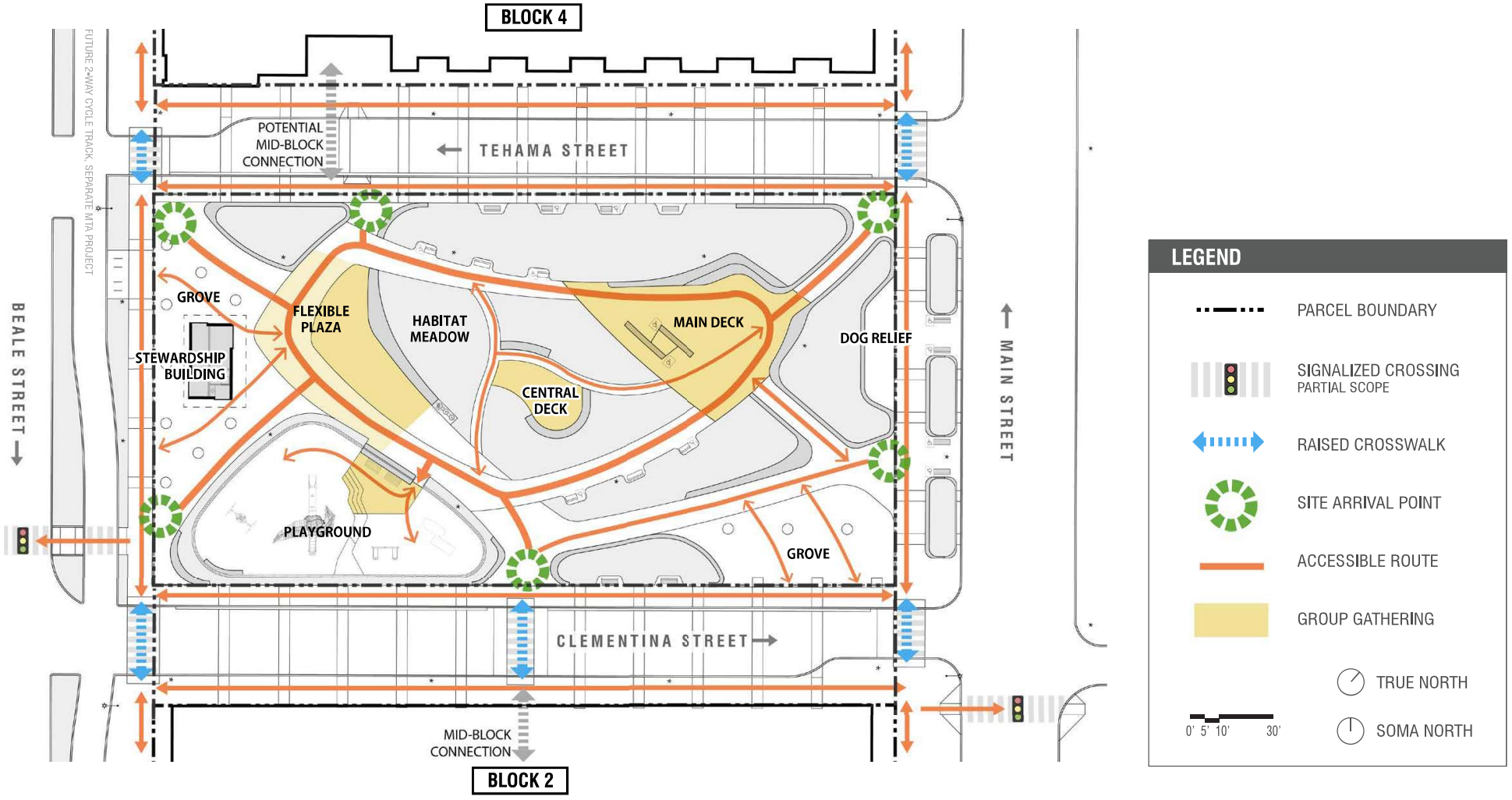
LEGEND

- PARCEL BOUNDARY
- EXISTING UTILITY - DASHED
- WATER POINT-OF-CONNECTION*
- ELECTRICAL POINT-OF-CONNECTION*
- SEWER POINT-OF-CONNECTION*
- WATER METER*
- TRUE NORTH
- SOMA NORTH

0' 5' 10' 30'

*to be confirmed in construction documents.

PEDESTRIAN CIRCULATION



SUSTAINABILITY & MATERIALS FRAMEWORK

SAN FRANCISCO stormwatermanagementrequirements and design guidelines

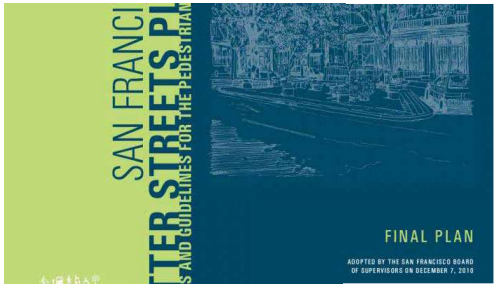
SITES v2 Reference Guide
For Sustainable Land Design and Development

THE Sustainable SITES Initiative®

California Landscape Contractors Association MWELO

U.S. GREEN BUILDING COUNCIL LEED USGBC

San Francisco Planning
Guide to the San Francisco Green Landscaping Ordinance
AMENDMENTS TO SAN FRANCISCO'S MUNICIPAL CODES



ReScape

The Block 3 park design will employ a number of sustainable design measures, which include compliance with state and city policies, as well as industry best practices.

Planting and irrigation design will conform to the requirements of California AB-1881 Model Water Efficient Landscape Ordinance, and further meet the State's 15% water reduction goal from 2020 standards. Planting design will emphasize native species selected to attract wildlife and will honor the City of San Francisco's biodiversity goals as described in Resolution 004-17-COE as well as the 2021 Climate Action Plan. Street tree species will be selected from the San Francisco Department of the Environment's 2021 list of Recommended Street Trees for San Francisco. Plant species will be selected for adaptability to climate change and the anticipation of a warmer and drier climate.

Park material selections will conform to San Francisco municipal requirements, including Environmental Code Chapter 7 Green Building Requirements for City Buildings, and the Chapter 8 Tropical Hardwood and Virgin Redwood Ban.

On-site infiltration of stormwater will be maximized with a grading design that directs runoff into areas of planting and permeable paving. Underground soil cells may also be used to create a reservoir to absorb runoff, promote ground water infiltration, and retain water for park trees. Opportunities for irrigating with greywater may also be explored.

The Sustainable Sites Initiative SITES v2 rating system will be used a guiding metric for sustainable design. It is anticipated that the Block 3 park design could honor requirements for the SITES v2 prerequisites and credits listed on the following page.

SUSTAINABILITY & MATERIALS FRAMEWORK

POTENTIAL SUSTAINABLE SITES INITIATIVE V2 CREDIT ELIGIBILITY

The Sustainable Sites Initiative is a comprehensive rating system designed to distinguish sustainable landscapes, measure their performance and elevate their value. SITES is used by landscape architects, designers, engineers, planners, ecologists, architects, developers, and policy-makers to align land development and management with innovative sustainable design.

1. Site Context

C1.5: Redevelop degraded sites
C1.6: Locate project within developed areas
C1.7: Connect to multi-modal transit networks

2. Pre-design Assessment + Planning

P2.1: Use an integrative design process
P2.2: Conduct a pre-design assessment
C2.4: Engage users and stakeholders

3. Site Design - Water

P3.1: Manage precipitation on site
P3.2: Reduce water use for irrigation
C3.3: Manage precipitation beyond baseline
C3.4: Reduce outdoor water use
C3.5: Design functional stormwater features as amenities

4. Site Design - Soils + Vegetation

P4.1: Create and communicate a soil management plan
P4.2: Control and manage invasive plants
C4.3: Use appropriate plants
C4.9: Reduce urban heat island effects
C4.10: Use vegetation to minimize building energy use

5. Site Design - Materials Selection

P5.1: Eliminate use of wood from threatend species
C5.3: Design for adaptability and disassembly
C5.4: Use salvaged materials and plants
C5.6: Use regional materials
C5.7: Support responsible extraction of raw materials
C5.9: Support sustainability in manufacturing
C5.10: Support sustainability in plant production

6. Site Design - Human Health + Well-Being

C6.1: Protect and maintain cultural and historic places
C6.2: Provide optimum site accessibility, safety, and wayfinding
C6.3: Promote equitable site use
C6.4: Support mental restoration
C6.5: Support physical activity
C6.6: Support social connectivity
C6.8: Reduce light pollution
C6.9: Encourage fuel efficient and multi-modal transportation
6.10: Minimize exposure to environmental tobacco smoke

7. Construction

P7.1: Communicate and verify sustainable construction practices
P7.2: Control and retain construction pollutants
P7.3: Restore soils disturbed during construction
C7.4: Restore soils disturbed by previous development
C7.5: Divert construction and demolition materials from disposal
C7.6: Divert reusable vegetation, rocks, and soils from disposal
C7.7: Protect air quality during construction

8. Operations + Maintenance

P8.1: Plan for sustainable site maintenance
P8.2: Provide for storage and collection of recyclables
C8.3: Recycle organic matter
C8.4: Minimize pesticide and fertilizer use
C8.5: Reduce outdoor energy use
C8.7: Protect air quality during landscape maintenance

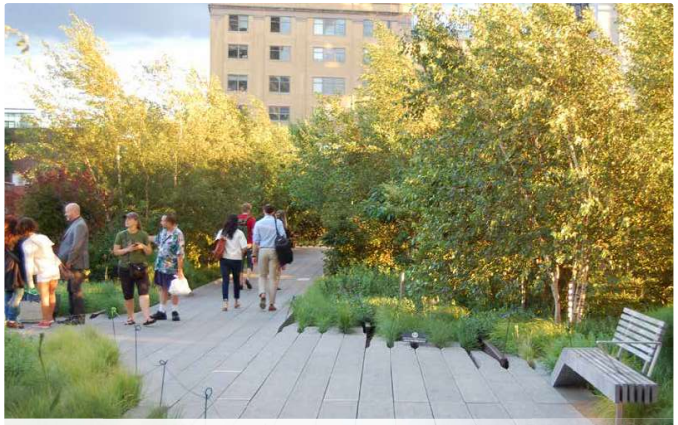
9. Education + Performance Monitoring

C9.1: Promote sustainability awareness and education
C9.3: Communicate and monitor site performance

WHY A HABITAT MEADOW?

Arboretum Gateway, Davis, CA, Lutsko

Hepworth Wakefield Garden, UK, Tom Stuart-Smith



The High Line, NYC, NY, Field Operations

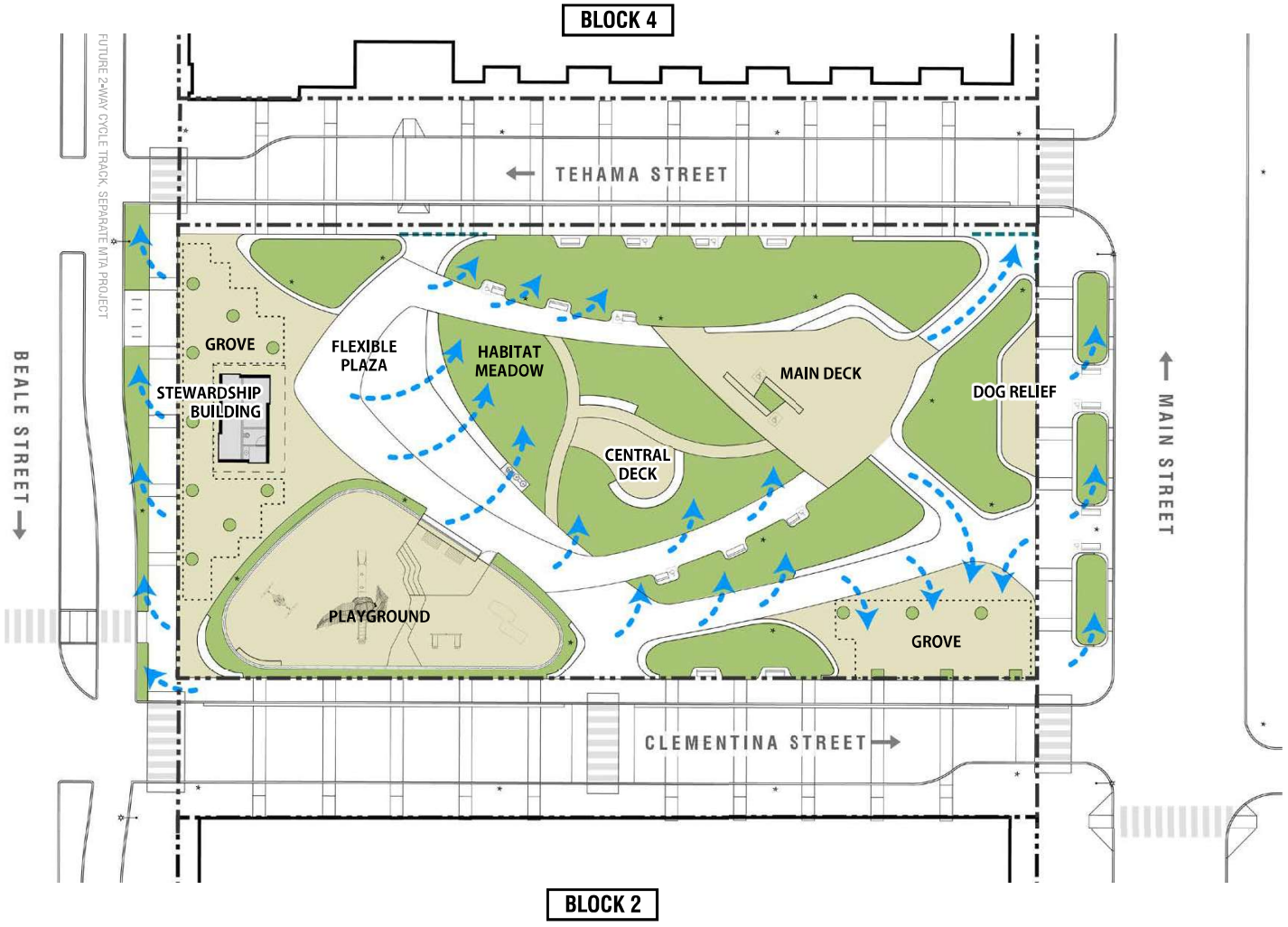
Laurie Garden, Chicago, IL, Gustafson Guthrie Nichol

The habitat meadow is a diverse composition of native plant species that will attract birds and insects to the park and enhance the ecological value of the landscape. The planting palette, composed of shrubs, perennials, and groundcovers, is evocative of the sage scrub native to coastal California. This mixture of flowering evergreen and deciduous plants will provide interest as the landscape changes with each season.

The habitat meadow landscape will reduce water use by 75% compared to a lawn of equal size* and will serve as a model of sustainability, which could be explained with interpretive signage. The carbon-intensive practices of regular mowing and fertilizing, both of which are required to maintain a lawn, are also eliminated in the meadow design. The meadow further enhances stormwater management as planting areas of shrubs and groundcovers provide high rates of infiltration.

**Water use calculated using 2015 California Model Water Efficiency Ordinance formula.*

STORMWATER MANAGEMENT



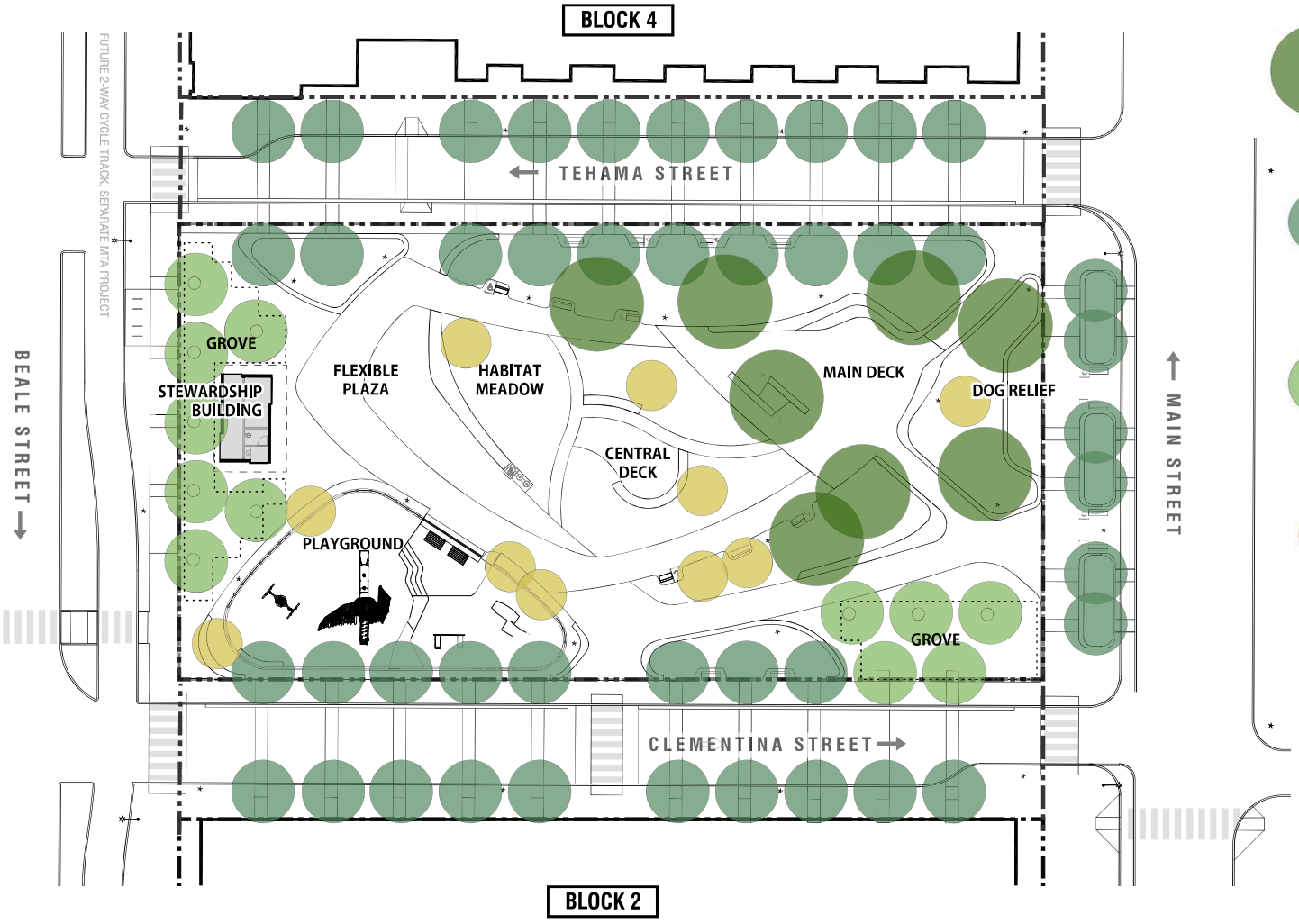
The Block 3 park will comply with San Francisco Stormwater Management Requirements and Design Guidelines. In preliminary calculations, impervious surfaces were reduced by over 65%, and it is anticipated that stormwater will be managed on-site by directing run-off to infiltration areas of pervious paving and planting.

LEGEND

- PARCEL BOUNDARY
- TRENCH DRAIN IN PAVING
- WATER FLOW DIRECTION
- IRRIGATED PLANTING AREA
- PERVIOUS PAVING
- POTENTIAL SOIL CELLS
- TRUE NORTH
- SOMA NORTH

0' 5' 10' 30'

TREE PLANTING



LARGE CANOPY TREE

Quercus agrifolia
Quercus rugosa
Quercus tomentella

STREET TREE

Ginkgo biloba (Clementina)
Pistacia chinensis (Tehama)
Tilia tomentosa (Main)

GROVE TREE

Platanus racemosa 'Roberts'

ORNAMENTAL TREE

Aesculus californica
Arbutus x Marina
Cercis reniformis
Parrotia persica

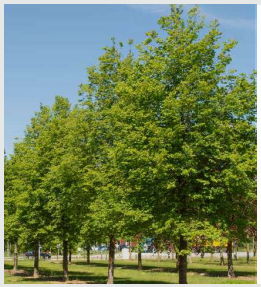
POTENTIAL SOIL CELLS

STREET TREES - PROPOSED ALTERNATIVE SPECIES

MAIN STREET

PRESCRIBED**

Redevelopment Plan:



European Linden
Tilia cordata 'Greenspire'

Height: 40'
Width: 30'
Deciduous
Fall Color: Yellow
*Water Use: Medium
+Recommended Street Tree: No

PROPOSED

Proposed Change:

Littleleaf Linden
Tilia tomentosa 'Sterling'

Height: 50'
Width: 30'
Deciduous
Fall Color: Yellow
*Water Use: Low
+Recommended Street Tree: Yes

Reason for recommended changes to specified tree species per the Redevelopment Plan:

1. Tilia cordata is extremely prone to aphids and sooty mold in San Francisco, which discolor the leaves and cause honeydew drip on sidewalks. It has moderate water requirements and is from Northern Europe, making it less suitable to San Francisco's climate. It is not on the Department of the Environment's list of recommended street trees.

2. Tilia tomentosa does not suffer from aphid infestations in San Francisco and is relatively pest-free. It has low water requirements, is beneficial to pollinators, and is on the Department of the Environment's list of recommended street trees.

TEHAMA STREET

PRESCRIBED**

Redevelopment Plan:

Callery Pear
Pyrus calleryana

Height: 30'
Width: 30'
Deciduous
Fall Color: Red-Brown
*Water Use: Medium
+Recommended Street Tree: No

PROPOSED

Proposed Change:

Chinese Pistache
Pistacia chinensis 'Keith Davey'

Height: 30'
Width: 30'
Deciduous
Fall Color: Red-Orange
*Water Use: Low
+Recommended Street Tree: Yes

Reason for recommended changes to specified tree species per the Redevelopment Plan:

1. Pyrus calleryana is extremely disease-prone, weak-wooded, prone to limb failures, and performs poorly in San Francisco due to the lack of strong seasonal temperature shifts. It requires moderate amounts of water. It is not on the Department of the Environment;s list of recommended street trees.

2. Pistacia chinensis is a low-maintenance, low-water tree with vibrant fall color. Keith Davey is a fruitless male variety. This tree is on the Department of the Environment's list of recommended street trees.

CLEMENTINA STREET

PRESCRIBED**

Redevelopment Plan:

Ginkgo (narrow cultivars)
Ginkgo biloba

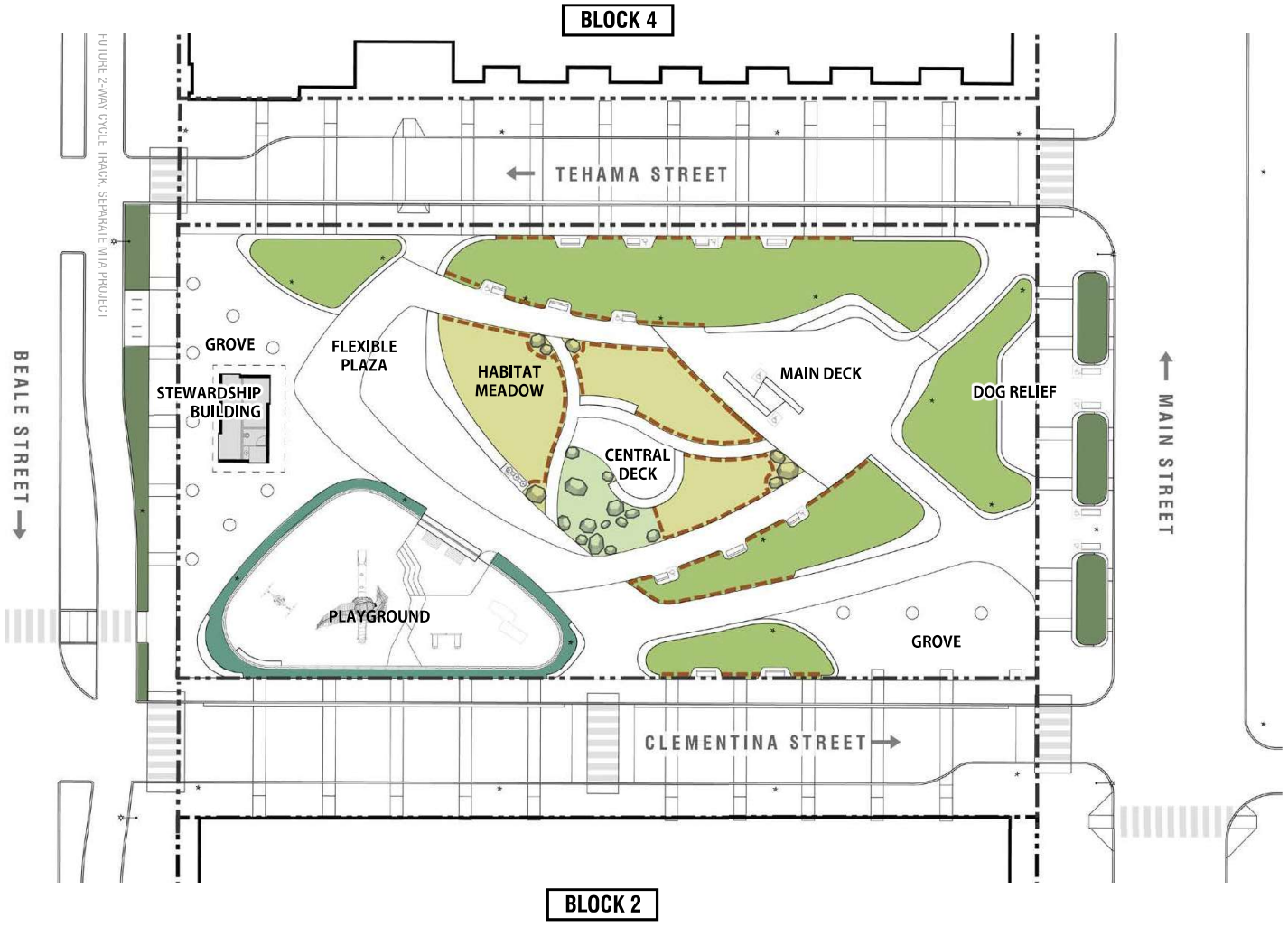
Height: 35'
Width: 25'
Deciduous
Fall Color: Yellow
*Water Use: Medium
+Recommended Street Tree: Yes

PROPOSED

Proposed Change: None

*Water Use Classification of Landscape Species (WUCOLS IV) North Central Coast Region.
**The prescribed trees are approved as part of the Transbay Streetscape and Open Space Concept Plan.
+San Francisco Department of the Environment Recommended Street Trees, Updated 2019.

LANDSCAPE PLANTING



PROTECTIVE PLANTING BARRIER

BOUNDER

UNDERSTORY

Representative Species:

Clinopodium douglasii
Garrya eliptica
Ribes sanguineum

MEADOW

Representative Species:

Baccharis pilularis
Ceanothus maritimus
Lupinus albifrons

NATURE PLAY

Representative Species:

Achillea millefolium
Carex pansa
Stipa pulchra

PLAYGROUND

Representative Species:

Artemisia californica
Eriogonum fasciculatum
Salvia leucophylla

SIDEWALK

Representative Species:

Lomandra longifolia
Salvia mexicana
Yucca filamentosa

- The landscape planting palette conforms to goals established by the San Francisco Biodiversity Policy Resolution 004-17-COE.
- All Park planting beds including sidewalk plantings will have automatic irrigation.

LANDSCAPE PLANTING PALETTE

UNDERSTORY

MEADOW

PLAYGROUND

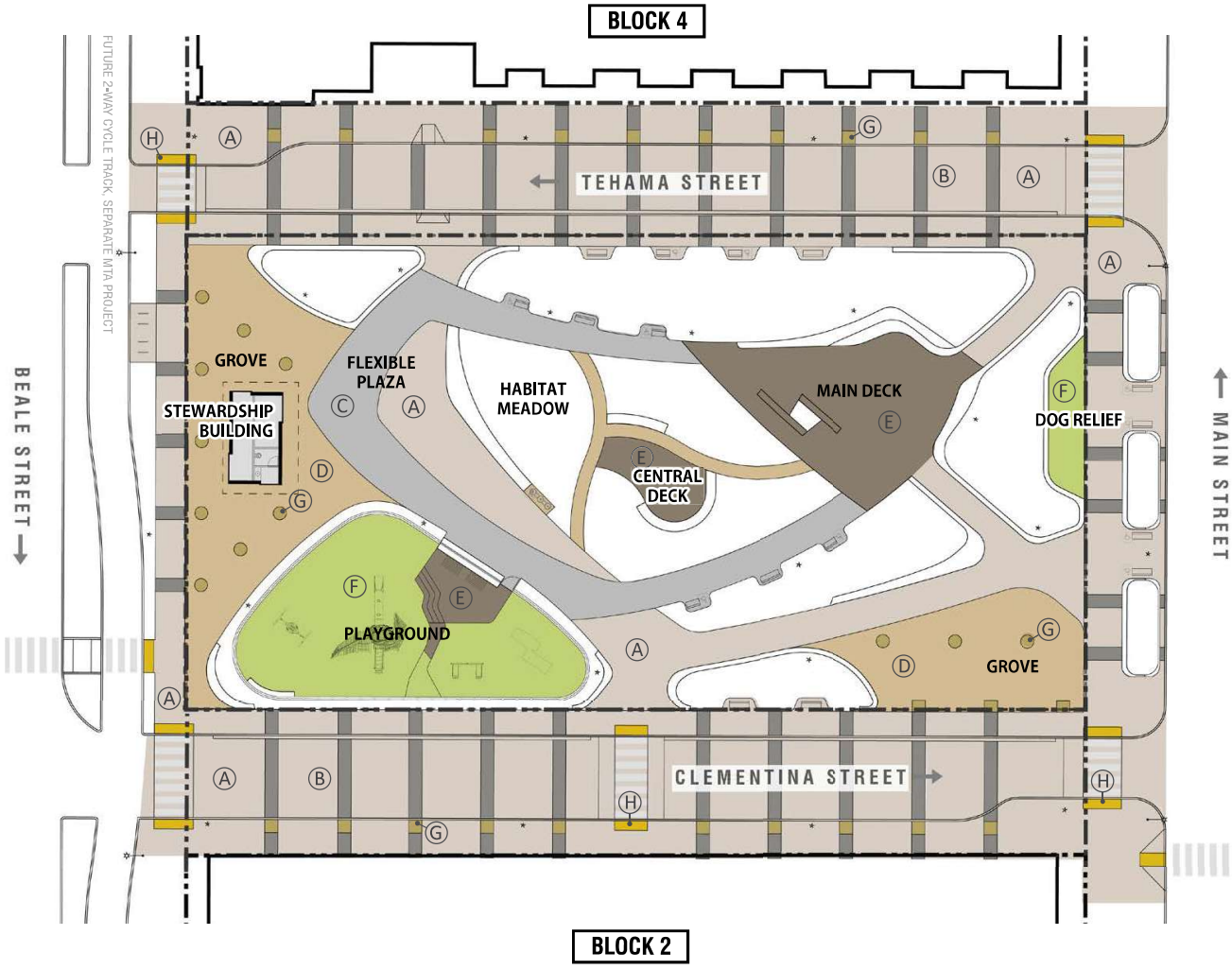
SIDEWALK

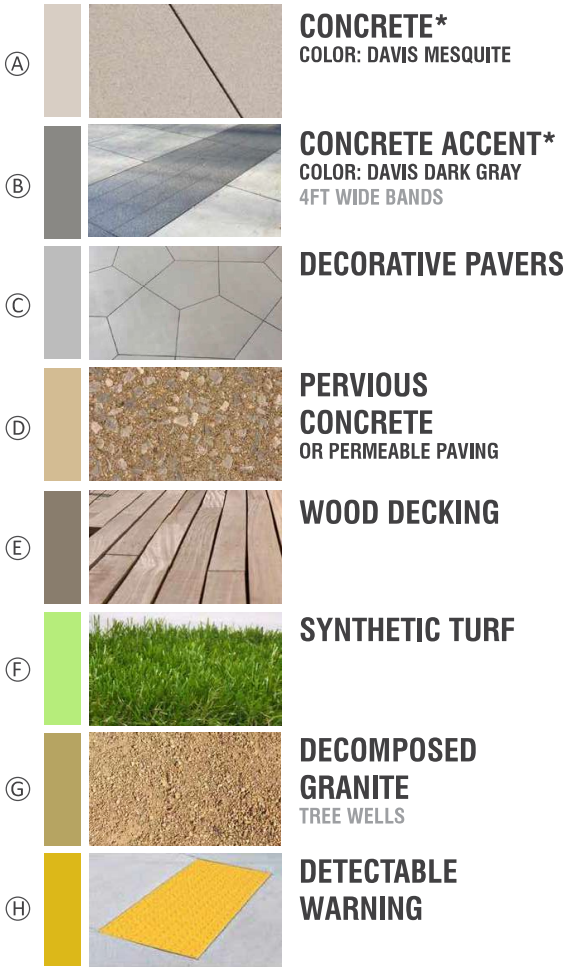
The landscape planting palette conforms to goals established by the San Francisco Biodiversity Policy Resolution 004-17-COE.

The planting palette is characterized by climate-appropriate species that will require minimal supplemental water upon establishment. Native shrub, groundcover, and herbaceous plants are the backbone of the palette, and will offer pollinator and nesting habitat for birds and insects. Plants are further selected to support maintenance and operations goals while also offering seasonal interest with changes to flowers and foliage. Planting is organized into the following types:

- *Understory*: Primarily native shrubs and groundcovers suitable for planting under oaks. The understory will be a mixture of deciduous and evergreen species selected for tolerance to increasing amounts of shade as the trees above them mature. The planting style is naturalistic and informal.
- *Meadow*: Shrubs, groundcovers, and perennials of California's native coastal sage community. These are primarily fragrant and evergreen plants that will attract wildlife. The planting style is naturalistic and informal.
- *Playground*: Fragrant, non-toxic, and flowering plants that attract hummingbirds and provide cheerful, year-round interest. A mixture of deciduous and evergreen species. The planting style is naturalistic and informal.
- *Sidewalk*: Evergreen plants will provide consistent, year-round foliage accented with seasonal flowers. Durability and tolerance of occasional human and dog foot traffic are criteria for species selection. The planting style is linear and patterned.

PAVING





CONCRETE*
COLOR: DAVIS MESQUITE

CONCRETE ACCENT*
COLOR: DAVIS DARK GRAY
4FT WIDE BANDS

DECORATIVE PAVERS

PERVIOUS CONCRETE
OR PERMEABLE PAVING

WOOD DECKING

SYNTHETIC TURF

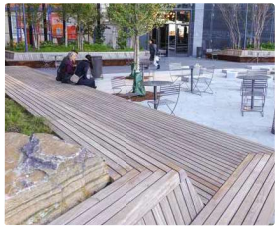
DECOMPOSED GRANITE
TREE WELLS

DETECTABLE WARNING

**Concrete paving in the right-of-way to comply with SF Public Works Director's Order 200369*

SITE ELEMENTS BY ZONE

MAIN DECK

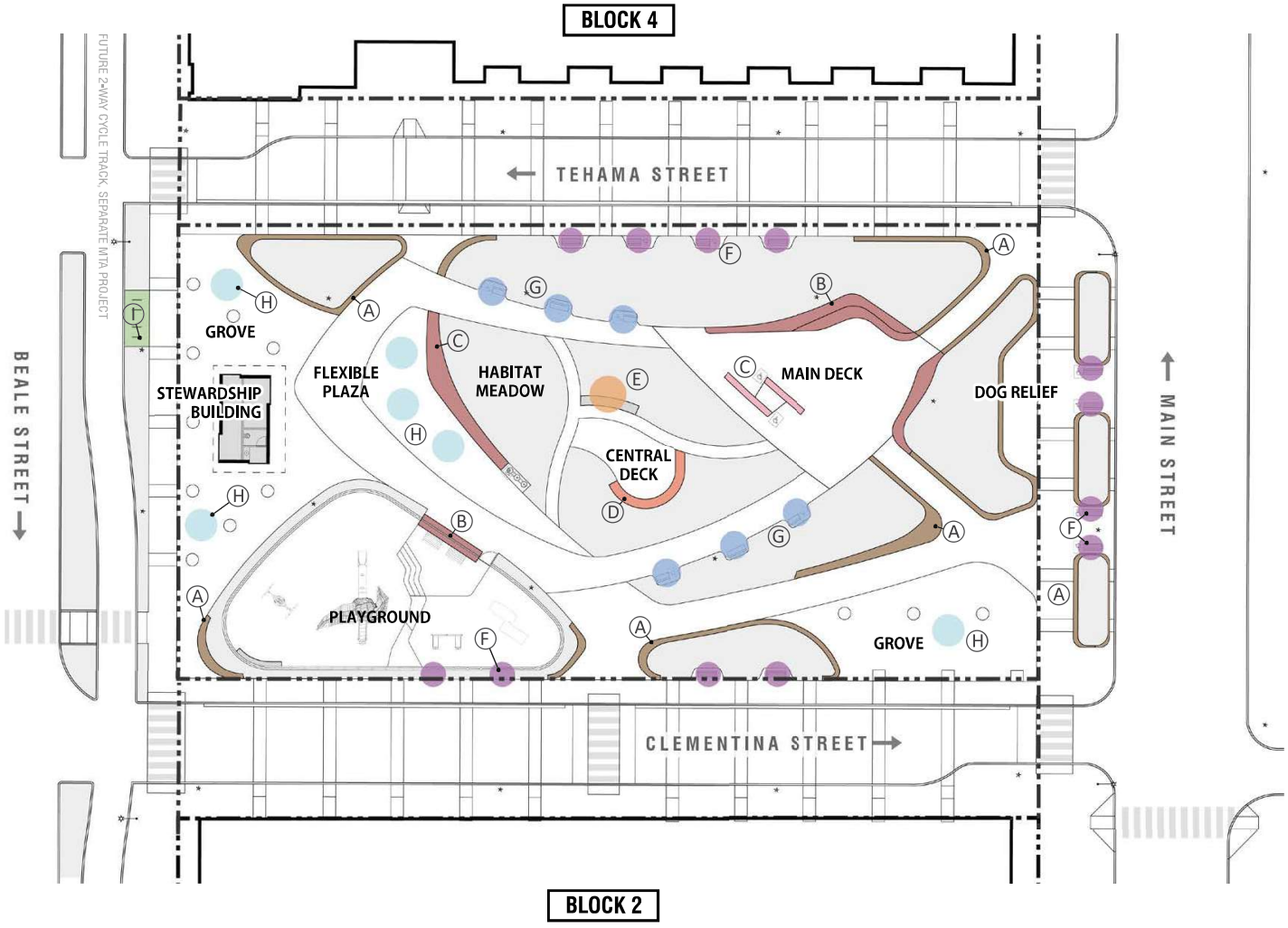


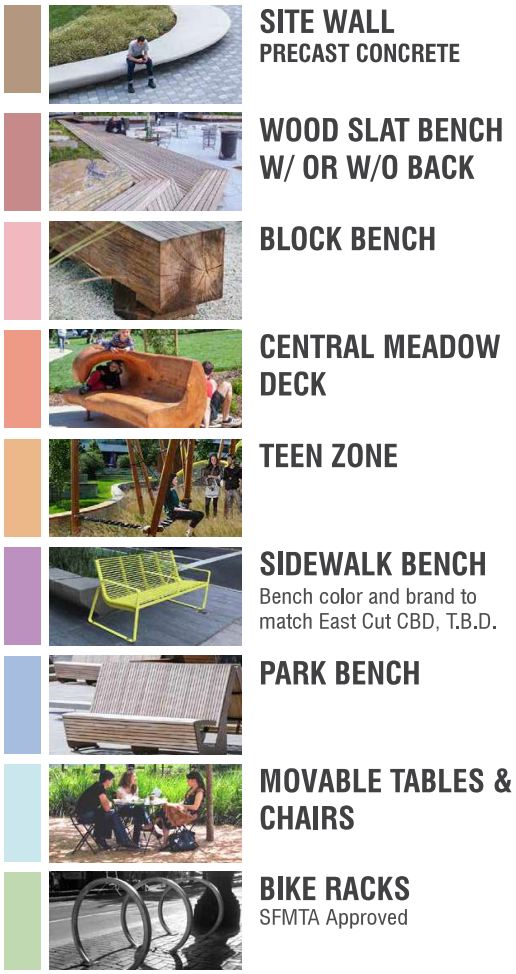
HABITAT MEADOW & CENTRAL DECK

PLAYGROUND

SIDEWALK & DOG RELIEF

SITE ELEMENTS





Ⓐ **SITE WALL**
PRECAST CONCRETE

Ⓑ **WOOD SLAT BENCH W/ OR W/O BACK**

Ⓒ **BLOCK BENCH**

Ⓓ **CENTRAL MEADOW DECK**

Ⓔ **TEEN ZONE**

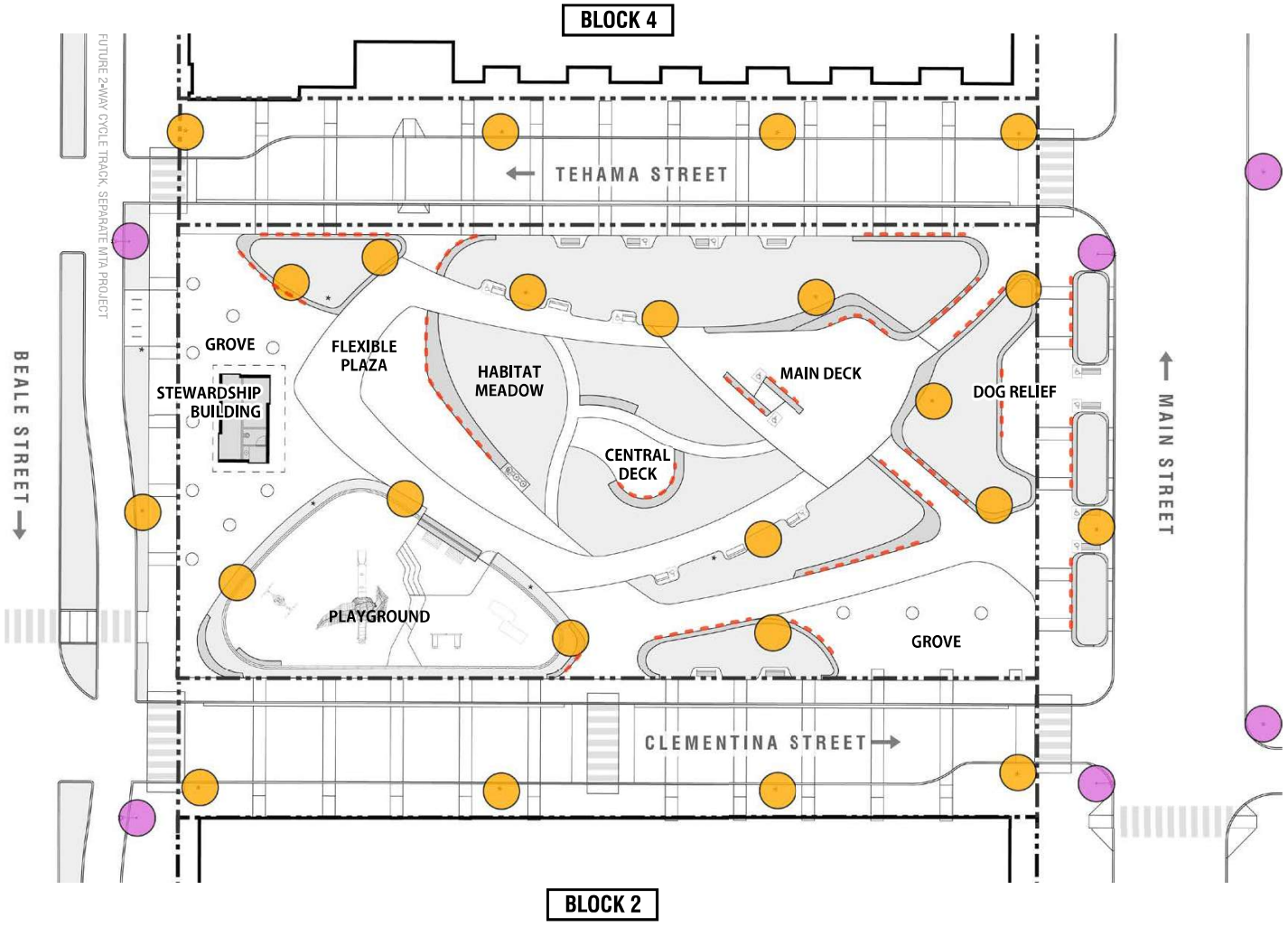
Ⓕ **SIDEWALK BENCH**
Bench color and brand to match East Cut CBD, T.B.D.

Ⓖ **PARK BENCH**

Ⓗ **MOVABLE TABLES & CHAIRS**

Ⓘ **BIKE RACKS**
SFMTA Approved

LIGHTING

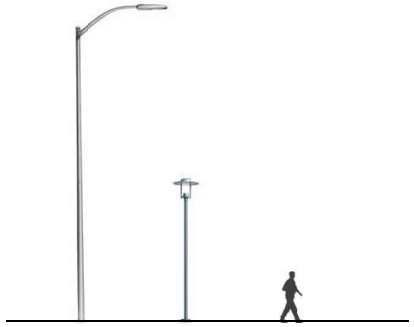


The urban design within this district aims to create defensible space and public surveillance as the primary means of crime prevention. The lighting design will illuminate and create visibility into the park and sidewalk during non-daylight hours to insure both sense of security and safety to those spaces.

STREET LIGHTING
LUMEC RFL ROAD FOCUS

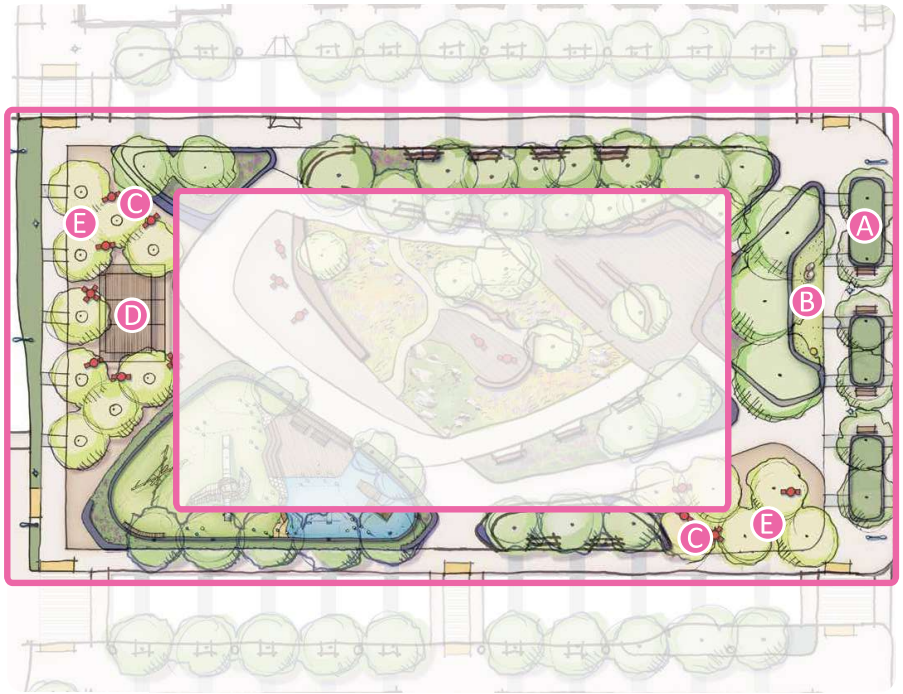
PARK LIGHTING
SELUX SATURN CUTOFF LED
16' HIGH PEDESTRIAN LIGHT

WALL MOUNTED AMBIENT LIGHTING



ELEVATIONS

PARK EDGES



A Planting on Main St

B Dog Relief

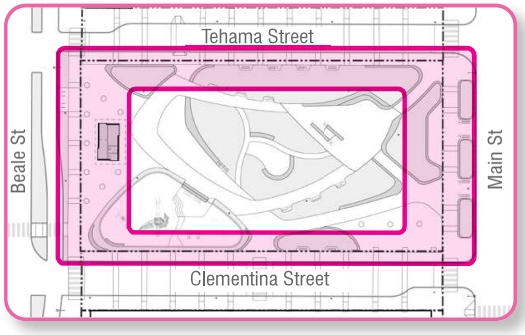
Park edges provide transition from the public right-of-way to the park interior landscape that create a variety of conditions, ranging from open, gateway entrances adjacent to each corner and crosswalk, to visual screening across from Block 4 townhouses. Groves of trees on Beale Street and Clementina Alley create permeable edges that preserve sightlines into the park.

A dog relief area is located along the Main Street edge and provides 24-hour accessibility. This amenity was developed in coordination with the East Cut Community Benefit District, which has experience managing and observing dog activity within the district. The dog relief zone is sited adjacent to the sidewalk with the intent that dogs will be relieved prior to entering the park, thereby reducing dog waste in the park and preserving planting. It will feature a permeable surface material and an automatic irrigation system for daily cleaning.

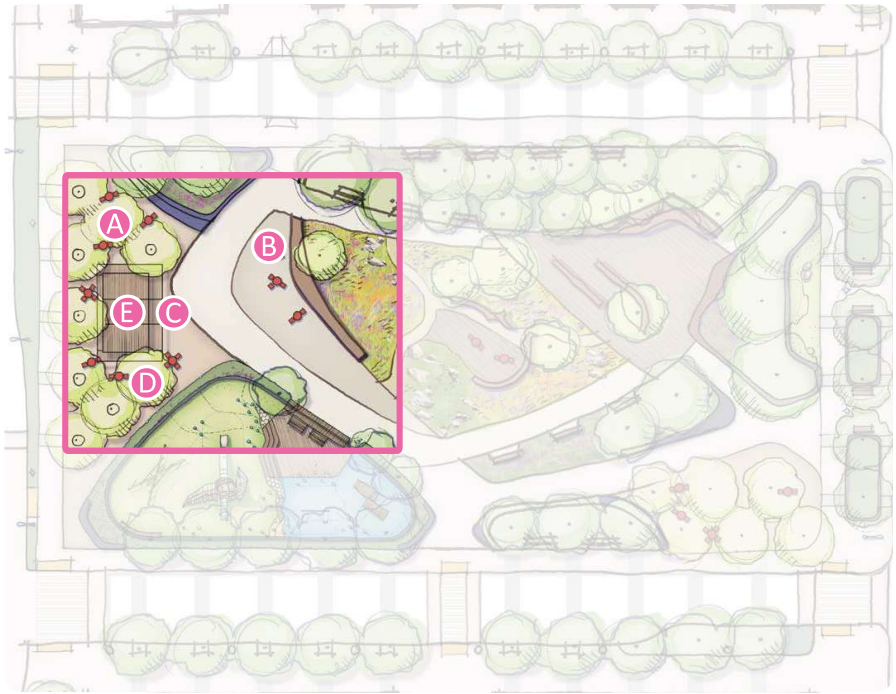
E Groves

D Stewardship Building

C Flexible Tables & Chairs



FLEXIBLE PLAZA



A Grove

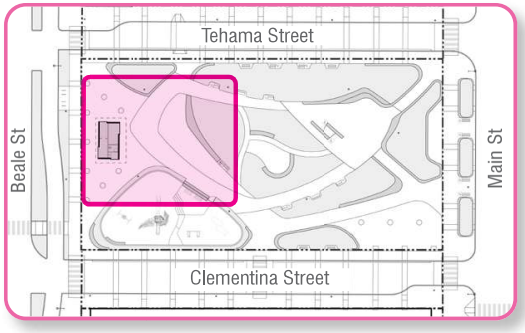
B Performances

The flexible plaza is a paved area located between the stewardship building and the meadow and provides a transition from the urban street edge to the habitat meadow This space will support casual, everyday, socialization with elements such as movable furniture and seat walls. When furniture is removed, the plaza can also host neighborhood events, such as a small music festival or kids puppet show.

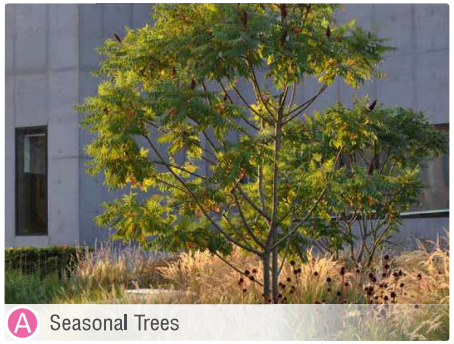
E Stewardship Building

D Flexible Chairs & Tables

C Movie Night



HABITAT MEADOW AREA



A Seasonal Trees

B Increase Biodiversity

The habitat meadow area sits at the heart of the park and is framed by an oyster-shaped looped pathway. The area features paths crossing the space and a deck at the center. The overall spatial structure provides an opportunity for users to immerse themselves in the landscape and become familiar with the native flora and fauna.

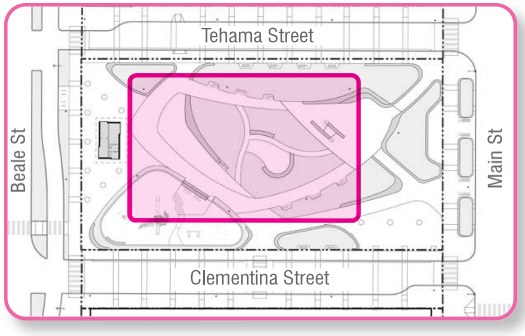
The planting strategy introduces a landscape evocative of the Bay Area's natural, undeveloped spaces, and will stand in contrast to the heavily urbanized surroundings. These plants from California's coastal sage landscape will establish quickly in their native climate and, in contrast to a traditional lawn, require minimal to no additional water upon establishment. This plant community is characterized by flowering shrubs, grasses, and herbaceous perennials that will attract native wildlife, such as birds and butterflies, and provide seasonal interest not typically seen in downtown San Francisco.

In addition to the ecological and educational value provided by the habitat meadow , the area accommodates smaller gatherings at the central deck that includes additional programs such as a natural exploration area for children and a teen hang out zone.

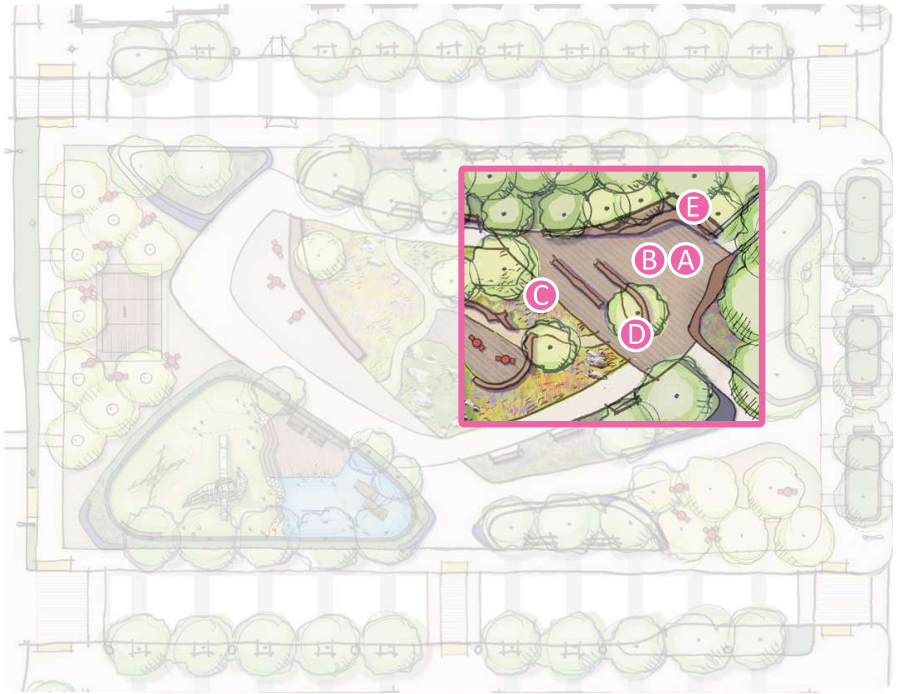
E Habitat Meadow

D Teen Zone

C Nature Exploration Area



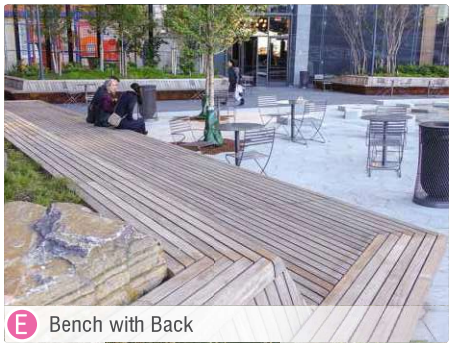
MAIN DECK



A Community Recreation / Group Exercise

B Community Gatherings

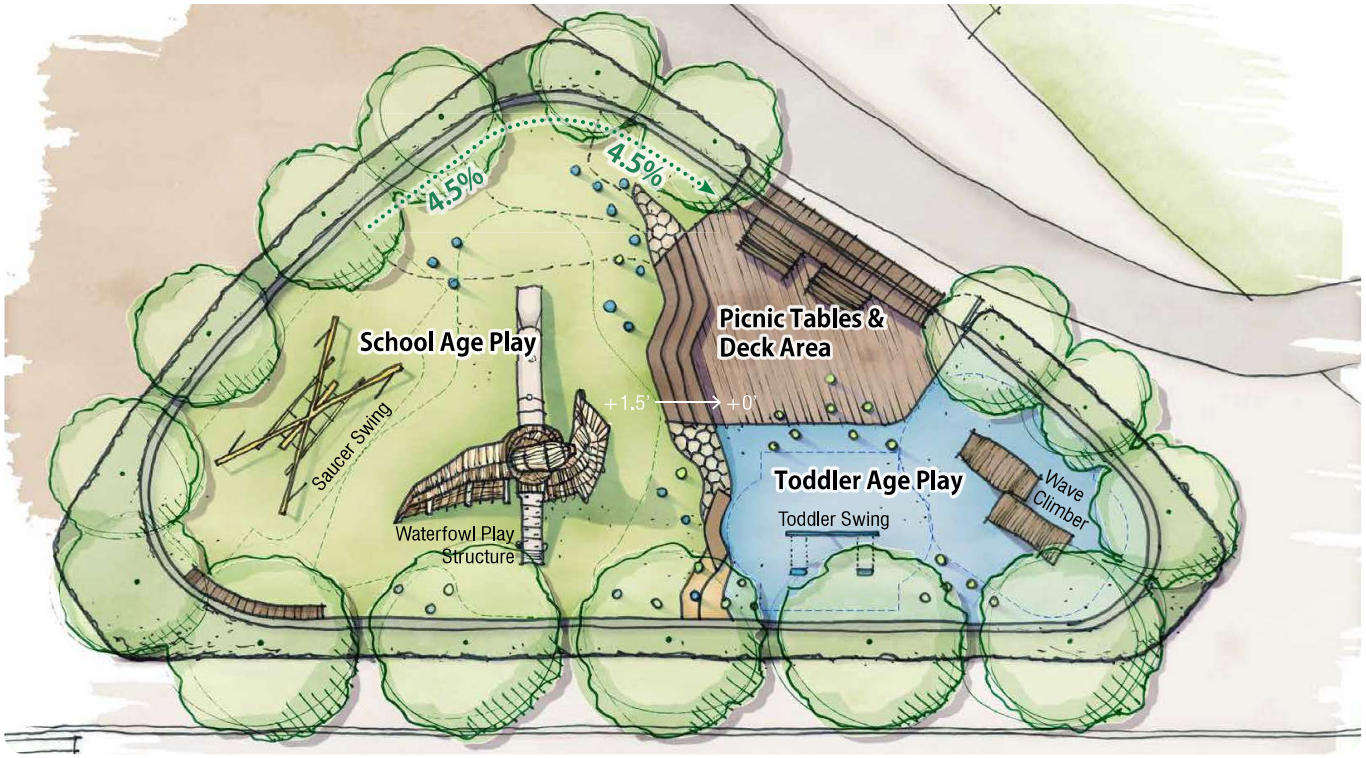
The main deck size and placement is directly influenced by its year-round sunny location within the park. It will support multiple community activities that could range from larger social events, such as group exercise or neighborhood picnics, to more solitary ones like sunbathing, reading, or viewing the meadow from various seating locations.

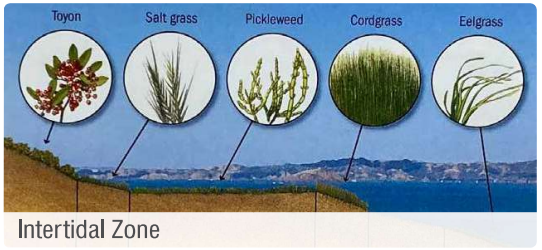

E Bench with Back

D Focal Tree

C Deck View

PLAYGROUND ENLARGEMENT





Intertidal Zone

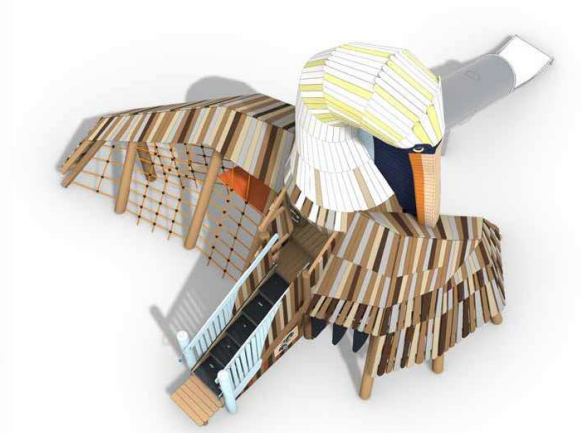
Brown Pelican

Eel Grass

The playground design is inspired by the natural landscape of the San Francisco Bay shoreline. The space is divided into three levels that mimic the physical profile of the zone: the first, at park level, is shown in blue and represents the water; the second, an 18-inch high terrace, is indicated by stairs and climbing blocks and represents the transition zone between water and land; and the third, an elevated level, is shown in green and represents the wetlands. The demarcation of zones makes the site's unique history more evident to its audience and offers a deeper understanding of the place and history.

This multilevel approach also has practical advantages because it creates a physical boundary between the two age groups. A smaller toddler zone is placed at ground level, adjacent to the picnic area, and is contained by a terrace to allow easier monitoring by parents. This stepped terrace also provides a challenge to develop motor skills, such as climbing, before children are ready to transition into the larger more challenging and independent school-aged elevated zone.

PLAYGROUND ELEMENTS



A Waterfowl Play Structure

B Saucer Swing

D Reed Poles

F Toddler Swings

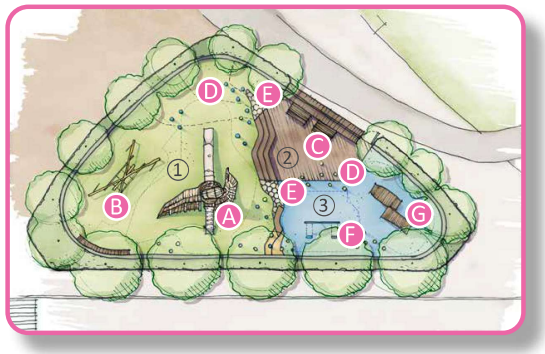
C Picnic Tables

E Hexagon Steps

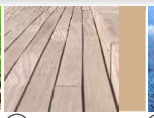
G Wave Climber

Playground programming and elements were developed from a two-step survey and design process, which was conducted at Community Meetings 3 and 4. In the first of these meetings, three general questions were asked: *Which age group should we address? Which playgrounds spaces/ images do you prefer?* and, *Which playground elements do you prefer (swings, slides, climbers, sand play or spinners)?* Responses from the survey indicated that 72% of participants preferred a mixed-age playground, and that they were drawn to fanciful play structures, such as swinging sea animals, as well as traditional elements like slides and climbers.

Two schemes incorporating this feedback, described as Integrated Play and Zoned Play, were presented at the following community meeting. Both schemes provided similar themes and programs referencing an intertidal landscape and providing the play equipment preferences expressed by the community. Zoned Play was ultimately selected due to its separate and more toddler-focused play features.



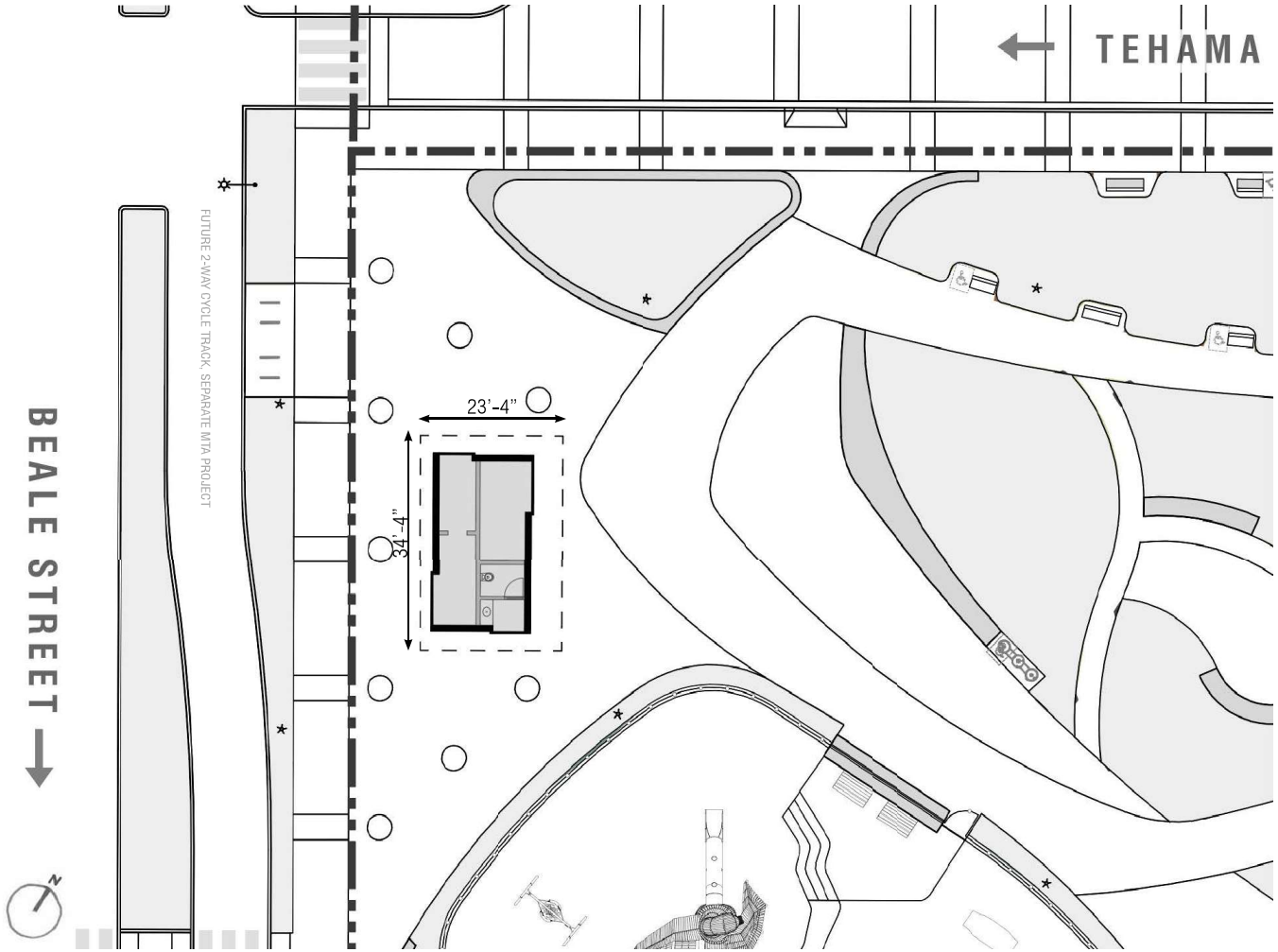
① GREEN TURF



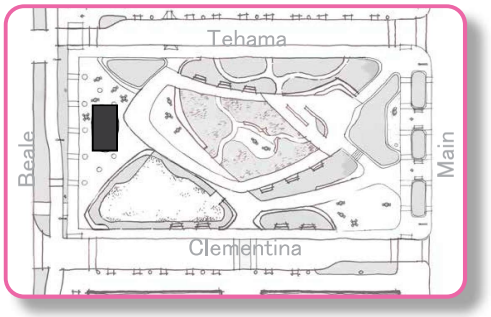
② DECK

③ BLUE TURF

STEWARDSHIP BUILDING - SITE PLAN



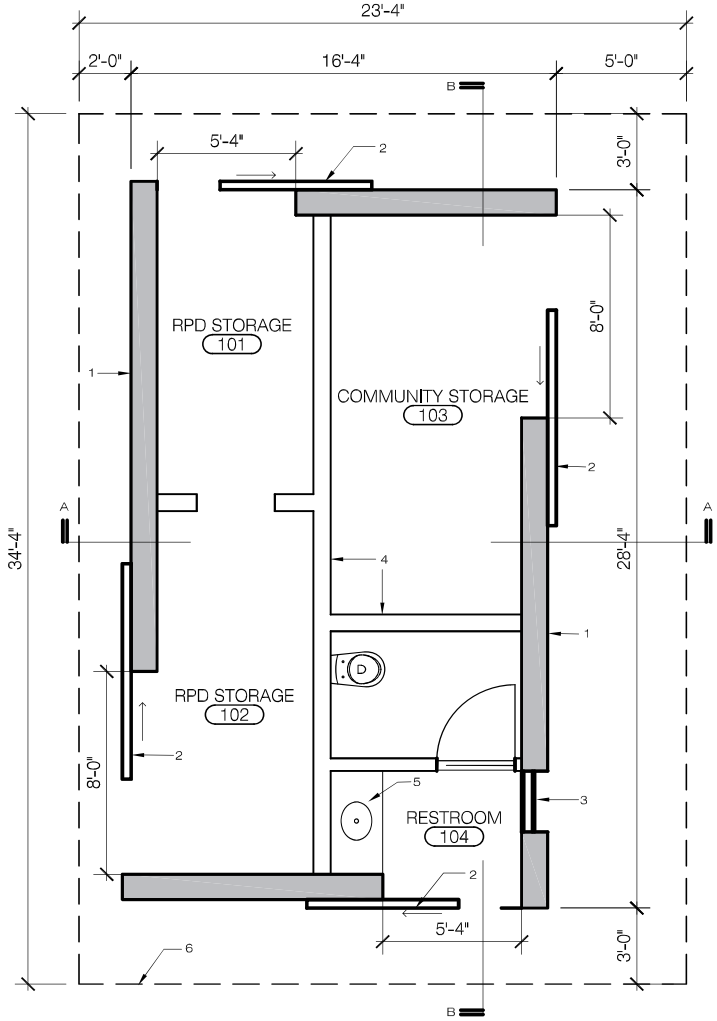
The Stewardship Building anchors the west side of the park along Beale Street, nestled in a grove of trees. Programmatically, the building consists of storage and maintenance spaces for SF Recreation and Parks, and the East Cut Community Benefit District, and also provides an all-gender restroom adjacent to the playground. Crafted as a quiet, modern building of linear stone, wood-like slats, and channel glass, the building's linear, low-slung form reinforces the street edge along Beale Street with park signage, while the material composition of tactile stone, glowing glass, and delicate wood-like slatting harmonize with its setting in the street-edge bosque.



LEGEND

- TRUE NORTH
- SOMA NORTH

STEWARDSHIP BUILDING - PLANS



FLOOR PLAN

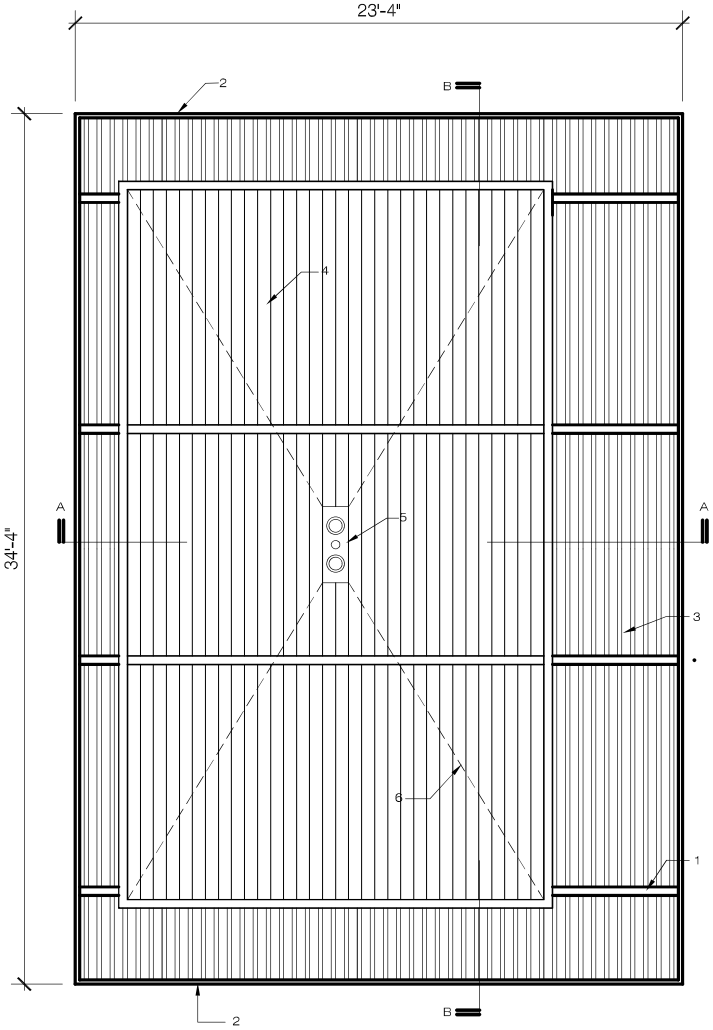
FLOOR PLAN LEGEND

1 CMU EXTERIOR WALLS WITH STONE CLADDING
2 ALUMINUM BATTEN CLAD SLIDING BARN DOOR
3 TRANSLUCENT CHANNEL GLASS
4 CMU PARTITION WALL
5 SINK AND COUNTER
6 LINE OF SLATTED OVERHANG (ABOVE)

PROGRAM AREA SUMMARY	GSF
REC PARK STORAGE	200
COMMUNITY STORAGE	150
ALL GENDER RESTROOM	100
TOTAL	450

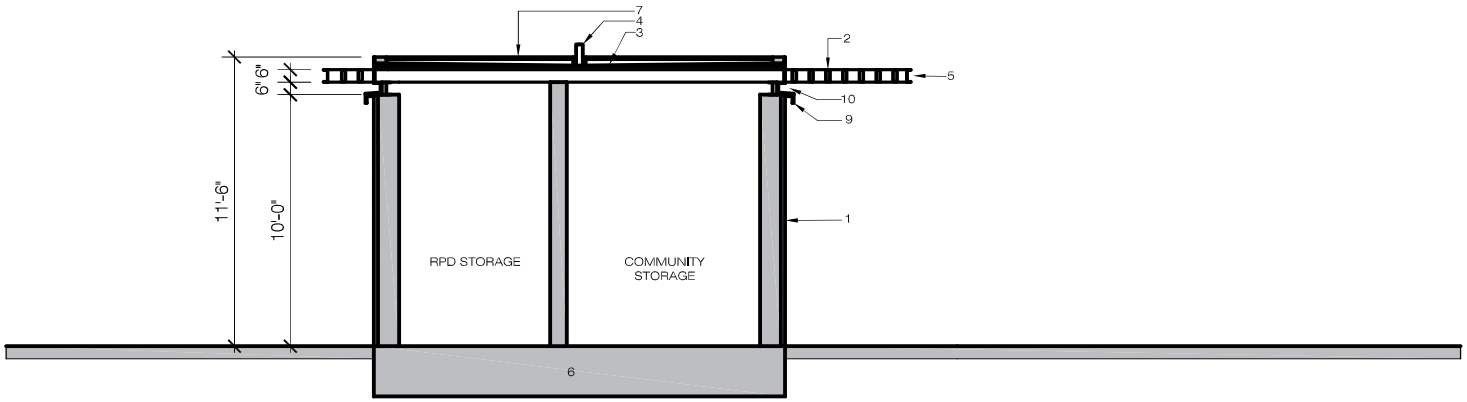
ROOF PLAN LEGEND

STEEL BEAM OUTRIGGERS 1
STEEL CHANNEL FASCIA 2
ALUMINUM SLATS 3
ALUMINUM DECKING SLATS (OVER ROOF MEMBRANE) 4
ROOF DRAIN AND PLUMBING VENT STACK 5
LINE OF ROOF SLOPE (¼" : 12") BELOW 6

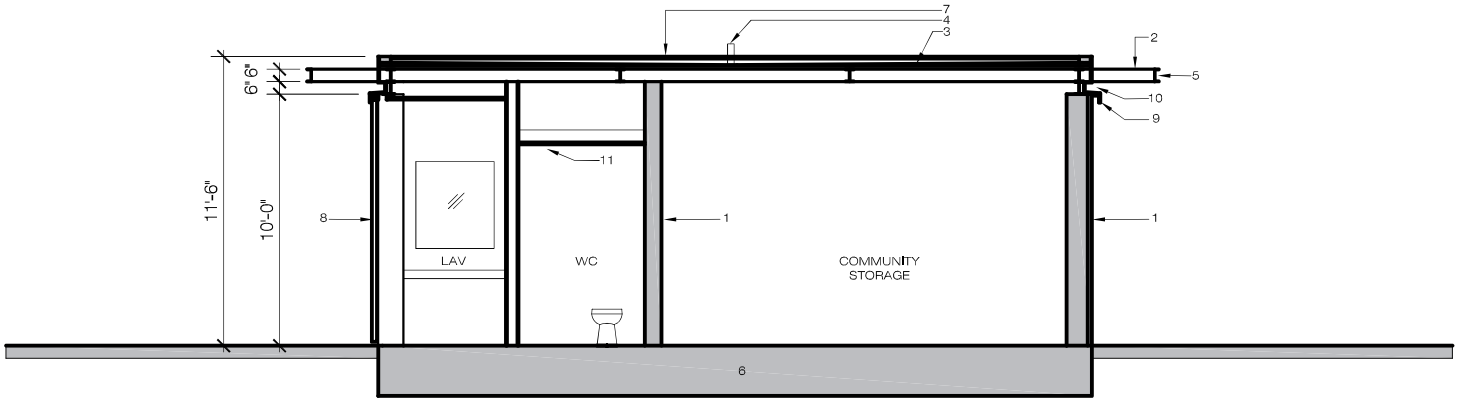


ROOF PLAN

STEWARDSHIP BUILDING - SECTIONS



TRANSVERSE SECTION A-A

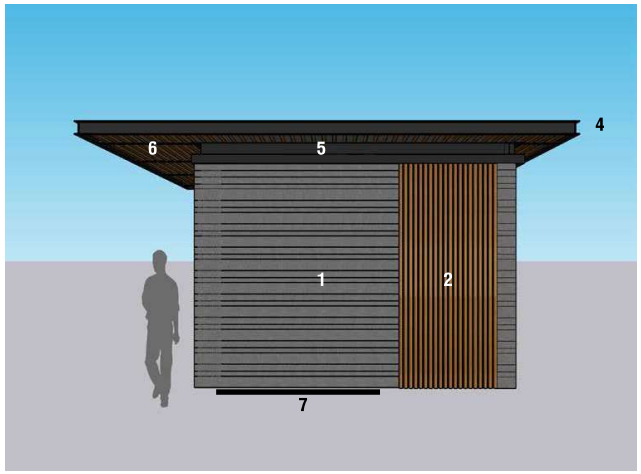


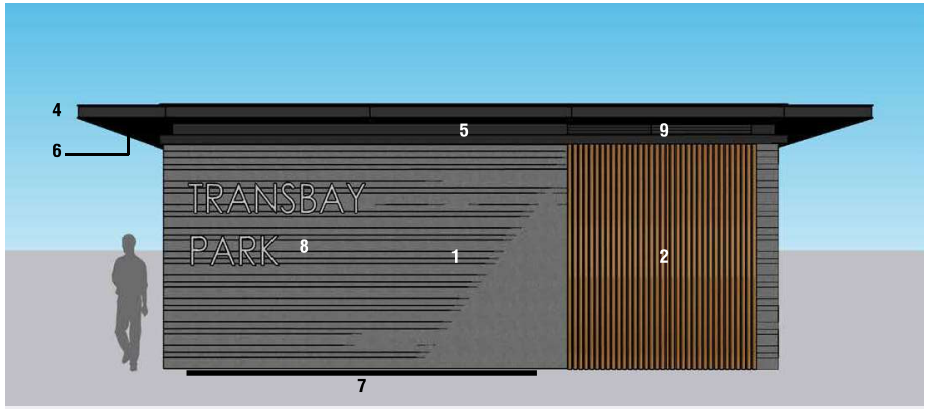
LONGITUDINAL SECTION B-B

LEGEND

1	CMU EXTERIOR WALLS WITH STONE CLADDING
2	STEEL TRELLIS BEAMS WITH ALUM SLATS
3	STEEL ROOF DECK WITH TAPERED INSULATION
4	PLUMBING VENT AND ROOF DRAINS
5	STEEL CHANNEL FASCIA
6	CONCRETE MAT SLAB FOUNDATION
7	ALUM SLAT DECKING (OPEN JOINT) OVER ROOF MEMBRANE
8	ALUM BATTEN CLAD SLIDING BARN DOOR
9	SLIDING DOOR TRACK HEADER CHANNEL
10	LED COVE LIT REVEAL
11	DROP CEILING FOR EXHAUST VENTING

STEWARDSHIP BUILDING - ELEVATIONS





"TRANSBAY PARK" TEXT IS A PLACEHOLDER, AND THE FINAL PARK NAME WILL BE DETERMINED THROUGH A COMMUNITY PROCESS.

LEGEND

1 LINEAR STONE CLADDING OVER CMU WALLS

2 WOOD-GRAIN POWDERCOATED ALUM BATTEN CLAD SLIDING DOOR

3 TRANSLUCENT CHANNEL GLAZING

4 STEEL CHANNEL FASCIA

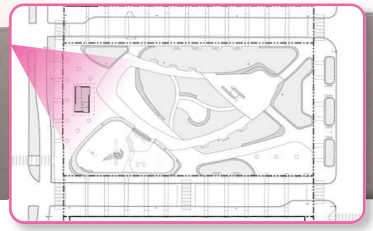
5 LED LIT STEEL REVEAL

6 WOOD-GRAIN POWDERCOATED ALUMINUM TRELLIS SLATS

7 LED FACADE-WASH IN-GRADE UPLIGHT FIXTURES

8 STAINLESS STEEL DIMENSIONAL LETTER PARK SIGNAGE

9 EXHAUST VENT



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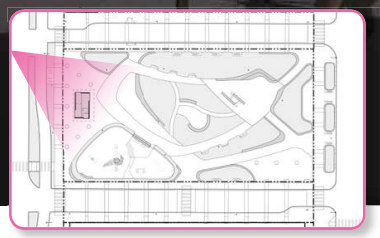

"TRANSBAY PARK" TEXT IS A PLACEHOLDER, AND THE FINAL PARK NAME WILL BE DETERMINED THROUGH A COMMUNITY PROCESS.

OCII

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Building Design & Construction

STEWARDSHIP BUILDING - VIEW FROM PARK INTERIOR

BLOCK 3 PARK

Schematic Design | 2022

STEWARDSHIP BUILDING - NIGHT VIEW FROM PARK INTERIOR

STEWARDSHIP BUILDING - MATERIAL PALETTE

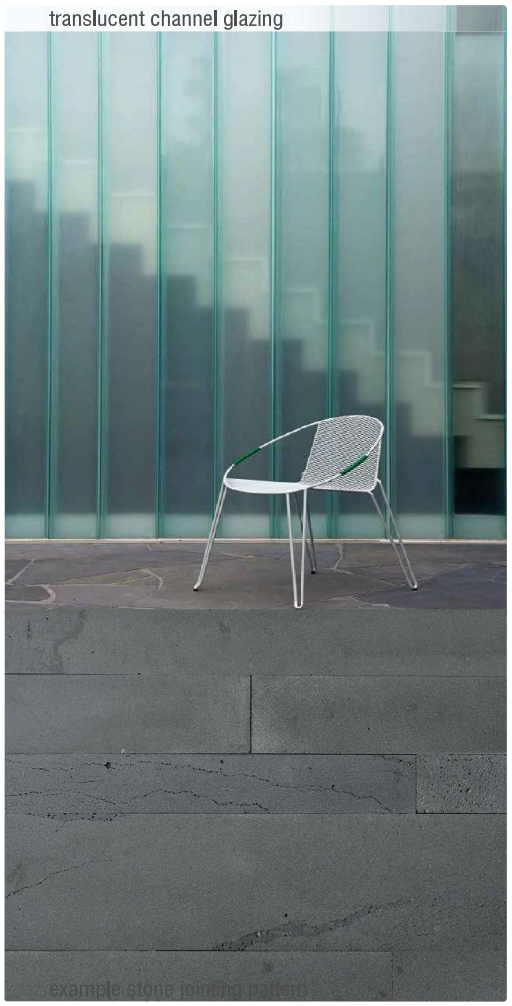
BUILDING MATERIAL CLADDING OPTIONS

thermal finish natural black basalt

honed natural basaltina stone

sintered (porcelain) stone - neolith zaha grey

sintered (porcelain) stone - neolith aspen grey

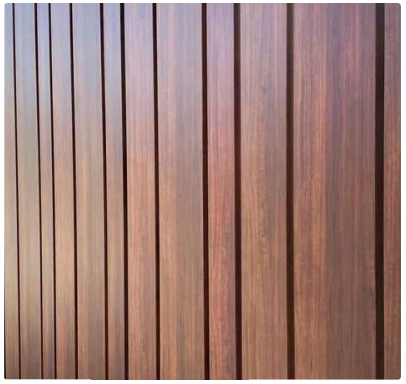

translucent channel glazing

example stone jointing pattern

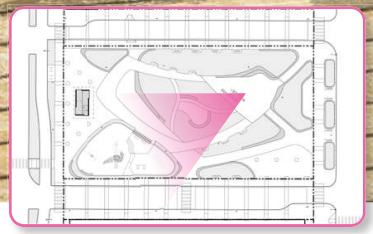
steel channel and wood-grain powdercoated aluminum slat trellis

lift-off access roof pedestals

modular aluminum slat decking (open joint) on roof



wood-grain powdercoated aluminum slatting



OCII

SAN FRANCISCO PUBLIC WORKS
Building Design & Construction

ILLUSTRATIVE RENDERING - DECK VIEW

BLOCK 3 PARK

Schematic Design | 2022

ILLUSTRATIVE RENDERING - BEALE/TEHAMA CORNER ENTRANCE VIEW LOOKING SOUTHEAST

ILLUSTRATIVE RENDERING - BIRD'S EYE VIEW LOOKING NORTHEAST TOWARDS MAIN ST

ILLUSTRATIVE RENDERING - NIGHT BIRD'S EYE VIEW LOOKING NORTHEAST TOWARDS MAIN ST

APPENDIX

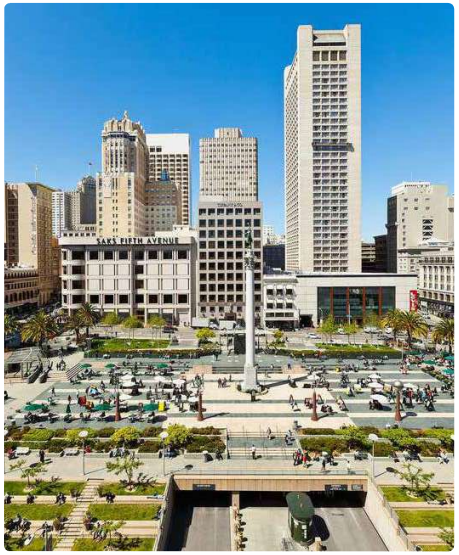
HOW BIG IS BLOCK 3 PARK?

Block 3 Park

<0.9 Acre

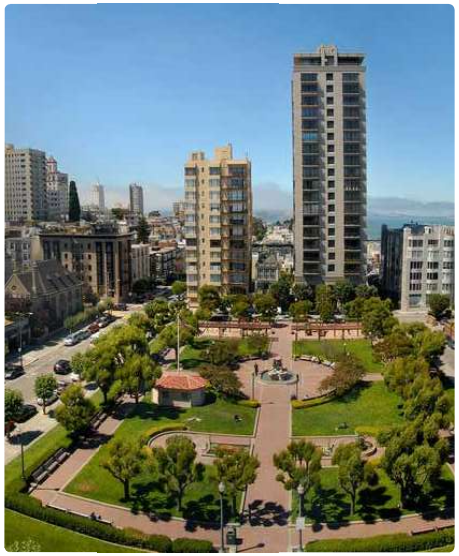
Union Square - Downtown

2.6 Acres



Huntington Park - Nob Hill

1.3 Acres



South Park - South Beach

1.1 Acres

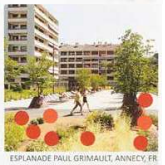
COMMUNITY MEETING 1 - DOT BOARD RESULTS

PARK CHARACTER

Yes

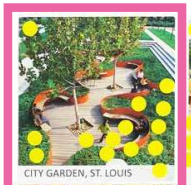
Mixed

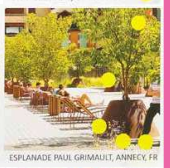
No Thanks



PARK SEATING

Yes





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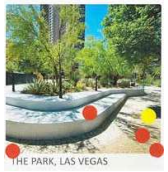
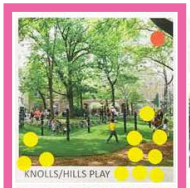
No Thanks



PLAY IN THE PARK

Yes

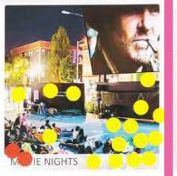


Mixed

No Thanks

CULTURAL AMENITIES

Yes



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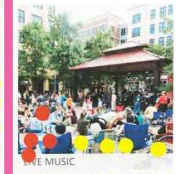
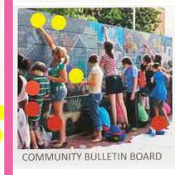




RESTROOM IN THE PARK?

DOT LEGEND:

- LIKE
- DISLIKE

Exhibit B: Conditions of Approval

1. **Park Naming Process.** "Transbay Block 3 Park" is a placeholder name; the final park name shall be determined through a community process consistent with RPD Resolution No. 12470 (*Policy on Naming and/or Changing the Designation of Facilities)*. RPD, in concert with OCII, SFPW, and the East Cut Community Benefits District ("CBD") shall commence the Park naming process during Design Development. The process will include community outreach and engagement:

2. **Landscape Plans.**

    a. **Park Landscape Plans**. The Design Development submittal shall include detailed landscape plans, including to-scale plans, sections, elevations and details. Landscape plans shall include layout and details for all Park elements, including plantings and furnishings, pathways, flexible plaza, decks, playground, nature exploration zone, dog-relief area, transition zones, fencing, paving and seatwalls.

    b. **Streetscape Improvement Plans**. The Design Development submittal shall include detailed streetscape improvement plans for all right-of-way areas within the Project scope of work, including to-scale plans, sections and details. Landscape plans shall include layout and details for all streetscape elements, including utilities, infrastructure, plantings, paving, lighting and furnishings.

    Plans shall include designs for the 'Living Spaces' on Main Street to allow for community gathering spaces on the sidewalk of Main Street, similar to those south of Folsom Street. Also consider seating where possible (such as near bike racks), along the sidewalk of Beale Street.

    c. **Landscape Materials Palette**. SFPW shall continue to develop and refine the landscape materials palette in coordination with OCII and RPD staff. The materials palette must demonstrate durability, quality, color, variety and visual interest. SFPW shall explore opportunities to incorporate locally sourced materials to establish a palette that works with climate, light, neighborhood context, history, and culture. Sustainable and recycled materials are highly encouraged.

3. **Architectural Plans.** The Design Development submittal shall include detailed Stewardship Building architectural plans, including to-scale plans, sections, elevations and details.

4. **Stewardship Building Roofscape**

    a. SFPW shall further develop the Stewardship Building rooftop design, in coordination with OCII and RPD staff. Any rooftop mechanical or venting shall be screened or form part of the building composition as viewed from above and consist of materials consistent with the overall building color and material palette.

    b. Roof design should utilize non-reflective, low intensity colors.

    c. Final roof design is subject to review and approval by OCII and RPD.

5. **Stewardship Building Materials & Samples.** Prior to construction bid and the general contractor procuring exterior materials, SFPW shall continue to develop and refine the Stewardship Building materials palette. SFPW shall request material manufacturer sales representative to provide at no cost to SFPW physical primary exterior materials samples for OCII and RPD staff review and approval. The materials palette must demonstrate durability, quality, color, variety, and visual interest along all exterior facades. Sustainable, locally-sourced and recycled materials are highly encouraged.

6. **Stewardship Building Architectural Mock-Up Scope.** Prior to construction bid document submittal and in advance of building materials purchasing by a general contractor, provide scope and plans for a Stewardship Building design mock-up, including primary building materials, color palette, wall systems, glazing and detail installation. OCII staff shall approve a) mock-up plans prior to mock-up construction, and b) include contract document specifications requiring a mock-up of materials, as per construction documents, and their application to be performed by a general contractor, after OCII staff's mock-up observations and prior to a general contractor's materials purchases and shipping.

7. **Sustainability**.

    a. **Sustainability Checklist**. As part of the Design Development submittal, SFPW shall prepare a sustainability checklist, to be tracked into the Construction phase. SFPW shall make every effort to achieve the Sustainable Sites Initiative SITES v2 rating system categories and points as outlined on Page 27 of the approved Schematic Design.

    b. **Soil Cells**. SFPW shall study the feasibility of underground soil cells to absorb runoff, promote ground water infiltration, and retain water for park trees.

    c. **Greywater Irrigation**. SFPW shall study the feasibility of irrigating Park planting with greywater.

    d. Eco-District. SFPW, in collaboration with SFPUC and RPD staff, may coordinate with Transbay Block 2 and Block 4 developers the potential for studying a water "eco-district" in which recycled water from Block 2 and/or Block 4 is used for Park irrigation.

8. **Streetscape Configuration.**

    a. SFPW shall continue to refine the design and materiality of streetscape improvements for Beale, Main, and Tehama Streets flanking the Park. Streetscape elements for Tehama, Clementina, Beale, and Main Streets are subject to change, pending subsequent City Department requirements.

    b. In the event that the final Construction typology for Transbay Block 2 triggers a change in fire code for emergency vehicle access to Clementina Street, the Clementina drive aisle width may be revised, and the sidewalk and street section shall be redesigned accordingly. For example, Clementina Street drive aisle width may be reduced by 4' overall (to allow for 12' wide northern sidewalk) if Block 2 construction type is confirmed to be Type I.

9. **Utility and Mechanical Equipment Screening**. All utilities and mechanical equipment shall be located within the Stewardship building footprint or below grade, unless required by a utility provider, in which case proposed locations and requirements must be clearly documented for OCII and RPD review. All utility meter or mechanical equipment on the Stewardship Building rooftop or at grade within the Park must be architecturally screened from public view.

10. **Lighting and Security Plans.** The Design Development submittal shall include detailed Park and streetscape lighting and security plans. Park lighting should establish defensible space and public surveillance as the primary means of crime prevention. The lighting design should illuminate key pathways and seating areas and create visibility into the park and sidewalk during non-daylight hours to reinforce public safety. The lighting plan shall include lighting types, photometric analysis and hours of operation. SFPW shall work with a security consultant, with RPD staff review, to prepare security contract documents, specifications and drawings for the Park's camera security system design.

11. **Graffiti Treatment.** Concurrent with or prior to the Design Development submittal, SFPW shall submit materials specifications identifying how each landscape and architectural material type will be protected from in the case of graffiti. SFPW shall consider anti-graffiti coating for locations most likely to be defaced. Final materials specifications shall be approved by RPD.

12. **Signage.** Concurrent with or prior to the Design Development submittal, SFPW shall submit a Park master signage plan, including location and details for Park identification signage, rules signage, wayfinding signage and educational signage. All Park signage shall be subject to further OCII and RPD staff review and approval and Park identification and rules signage shall conform to RPD signage standards.

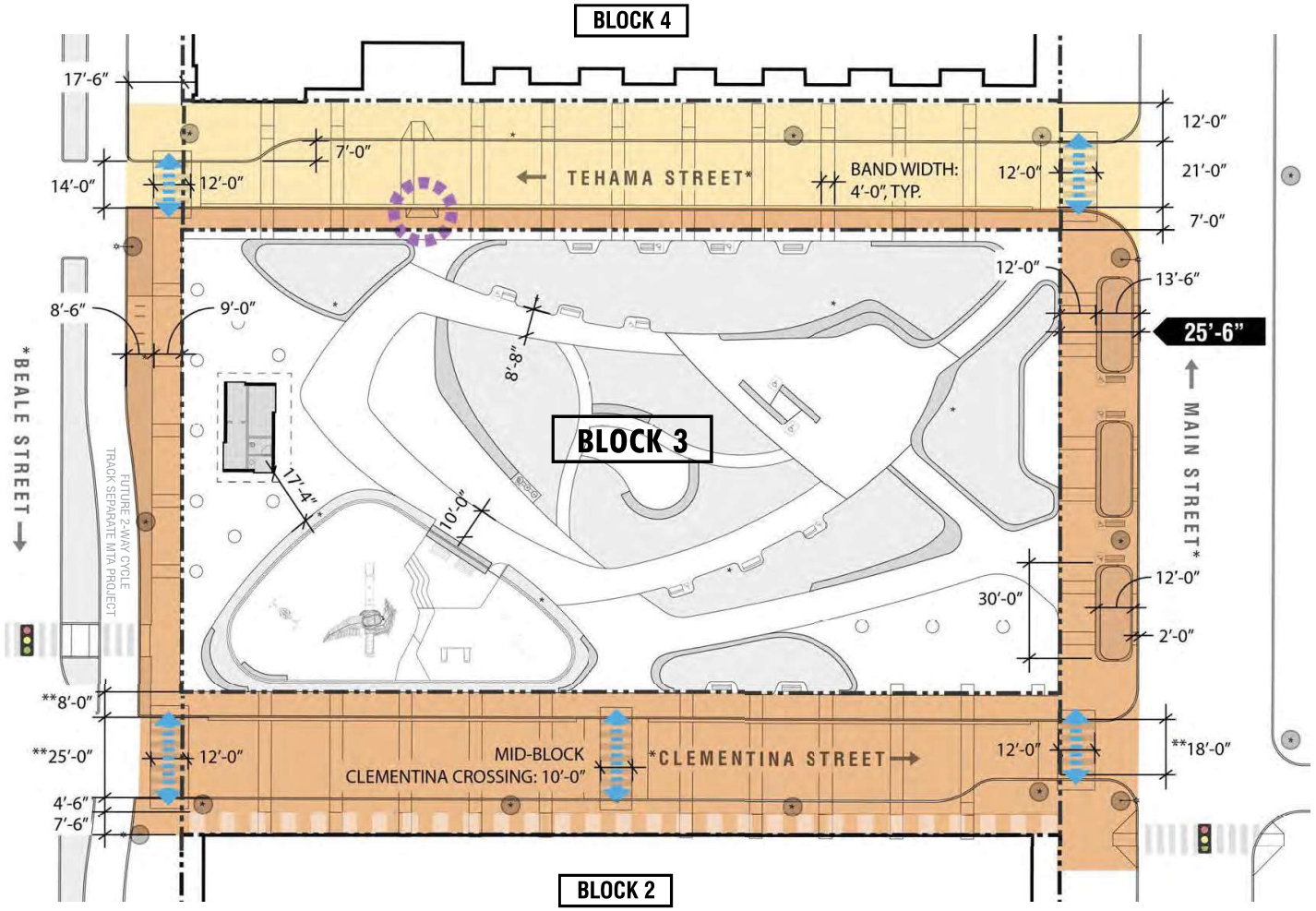
Construction document specifications shall include the following requirements:

1. **Noise**. Prior to the start of construction, SFPW and its general contractor shall meet with OCII staff and RPD as client to discuss noise regulations and hours of construction operation to ensure that they understand the existing regulations and do not work outside the allowed hours of operations. During construction, SFPW shall designate a single point of contact to address all construction-related concerns from OCII, the City, residents of Transbay and other stakeholders.

2. **Stewardship Building Architectural Mock-Up.** SFPW shall construct a physical design mock-up to allow for OCII, RPD, design team, and contractor review of material durability, texture, color and detail installation. Formal construction of the final improvements cannot commence until OCII and RPD have approved the mock-up in full.

EXHIBIT C

RIGHT-OF-WAY SCOPE OF IMPROVEMENTS



LEGEND

- PARCEL BOUNDARY
- RAISED CROSSWALKS
- SIGNALIZED CROSSING PARTIAL SCOPE***
- LIGHT POLE SEE LIGHTING PLAN
- INTERIM SIDEWALK PUBLIC WORKS STANDARD
- DESIGN & CONSTRUCTION
- CONSTRUCTION BY OTHERS
- CURB CUT
- TRUE NORTH
- SOMA NORTH

0' 5' 10' 30'

**Streetscape configurations for Tehama, Clementina, Beale, and Main Streets are subject to change, pending subsequent City Department requirements.*
***Clementina Street drive width may be reduced by 4' overall (to allow for 12' wide northern sidewalk) in the event that Block 2 construction type is confirmed to be Type 1.*
****Signalized Crossings at Clementina and Beale and Clementina and Main Street intersections are included in this project scope of work. In Design Development Phase, this scope of work and construction sequence will be further coordinated with MTA/PW adjacent Main and Beale projects whereby scope reductions may occur.*

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OCII
office of
COMMUNITY INVESTMENT
and INFRASTRUCTURE

122-0042025-197

March 18, 2026

Cathal Hennessy, Project Manager
Infrastructure Task Force
Department of Public Works
49 South Van Ness, 9th Floor
San Francisco, CA 94103

RE: Transbay East Clementina Street Right-of-Way Public Infrastructure Improvements Consistency Determination

Dear Mr. Hennessy:

The Office of Community Investment and Infrastructure (OCII) has received your request regarding the East Clementina Street Right-of-Way public infrastructure improvements and their consistency with the Transbay Redevelopment Plan and Plan Documents.

OCII has reviewed the documents and related materials concerning the acceptance of East Clementina Street Right-of-Way public infrastructure improvements and finds them consistent with the Transbay Redevelopment Plan and Plan Documents and recommends that the Board of Supervisors or its designee accept the facilities on behalf of the City.

Furthermore, OCII finds and determines that the East Clementina Street improvement project is an Implementing Action within the scope of the project analyzed in the FEIS/EIR and addenda and requires no additional environmental review pursuant to California Public Resources Code Section 21166 and State CEQA Guidelines Sections 15180, 15168, 15162 and 15163 for the following reasons:

1. The Implementing Action is within the scope of the project analyzed in the FEIS/EIR and addenda and no major revisions are required due to the involvement of new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the FEIS/EIR; and,

Daniel Lurie
MAYOR

Thor Kaslofsky
EXECUTIVE DIRECTOR

Dr. Carolyn Ransom-Scott
CHAIR

Mark Miller
Mahsa Hakimi
Kent Lim
Earl Shaddix
COMMISSIONERS

One S. Van Ness Ave.
5th Floor
San Francisco, CA
94103

628 652 8500

www.sfocii.org

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2. No substantial changes have occurred with respect to the circumstances under which the project analyzed in the FEIS/EIR and addenda was undertaken that would require major revisions to the FEIS/EIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the FEIS/EIR; and,

3. No new information of substantial importance to the project analyzed in the FEIS/EIR and addenda has become available which would indicate that (a) the Implementing Action will have significant effects not discussed in the FEIS/EIR; (b) significant environmental effects will be substantially more severe; (c) mitigation measures or alternatives found not feasible which would reduce one or more significant effects have become feasible; or (d) mitigation measures or alternatives which are considerably different from those in the FEIS/EIR will substantially reduce one or more significant effects on the environment.

Sincerely,

DocuSigned by:
Jose Campos
1AFB2702FCBF482...

Jose Campos
Manager of Planning and Design Review

City & County of San Francisco
Daniel Lurie, Mayor

Office of the City Administrator
Carmen Chu, City Administrator
Sally Oerth, Director of Real Estate

March 20, 2026

Carla Short
Director of Public Works
San Francisco Public Works
49 South Van Ness, Suite 1600
San Francisco, CA 94103

RE: Public Street Parcel – Block 3739 Lot 013
Public Sidewalk Easement Parcel – Block 3739 Lots 015 and 017
Acceptance of Quitclaim Deed and Public Sidewalk Easement Agreements

Dear Director Short:

The Transbay Block 3 Phase 1 Project ("Block 3 Phase 1 Project") and the Transbay Block 2 East and Block 2 West affordable housing projects (together the "Transbay Block 2 Redevelopment Project"), respectively, are new street and public infrastructure developments and mixed-use residential buildings in the Transbay Redevelopment Project Area ("Project Area") and East Cut Neighborhood. The projects are subject to the Transbay Redevelopment Plan enacted under Ordinance No. 124-05 and Ordinance No. 99-06, and as amended by Ordinance Nos. 84-15, 62-16 and 09-23.

The Transbay Block 3 Phase 1 Project includes a new public roadway and infrastructure, including the East Clementina Street extension and improvements to adjacent portions of Beale Street and Main Street. The Block 3 Phase 1 Project was designed by San Francisco Public Works ("SFPW") on behalf of the Office of Community Investment and Infrastructure ("OCII"), and SFPW is also managing the project's construction. The Transbay Block 2 Redevelopment Project includes construction of two 100% affordable housing developments and public infrastructure and streetscape improvements to adjacent portions of Beale Street, Folsom Street, and Main Street. SFPW will determine that these public improvements have been constructed in accordance with the Plans and Specifications, to all applicable City codes, regulations, and standards governing the same, and they are ready for their intended uses.

OCII, as the planning authority in Zone 1 of the Project Area, reviewed the Block 3 Phase 1 Project and Transbay Block 2 Redevelopment Project, including their public infrastructure and real property dedications. OCII determined and made environmental findings in a Tenth Addendum to the Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project Final Environmental Impact Statement / Environmental Impact Report ("FEIR Tenth Addendum") for the Transbay Block 2 Redevelopment Project. The OCII Commission certified

the FEIR Tenth Addendum on November 1, 2022 (Resolution No. 39-2022). The Planning Commission certified the FEIR Tenth Addendum on December 1, 2022.

Also on November 28, 2023, the Planning Department found that acceptance of the Block 3 Phase 1 Project and Transbay Block 2 Redevelopment Project, and their public infrastructure improvements to East Clementina, Beale, Main, and Folsom Streets are consistent with the eight priority policies of Planning Code Section 101.1 and in conformance with the General Plan.

In light of the above, I have reviewed and recommend that the Board of Supervisors accept the Offer of Dedication for the Transbay Block 3 Phase 1 Project's East Clementina Street (Assessor's Block 3739 Lot 013), as shown in Final Parcel Map No. 11541, recorded on December 1, 2023 (Book 53 of Parcel Maps, pgs. 160-164), and the Public Sidewalk Easement Agreements associated with Transbay Block 2 in substantially the same forms that are on file with the Clerk of the Board of Supervisors.

Respectfully,

Sally Oerth
Director of Property

Introduction Form

(by a Member of the Board of Supervisors or the Mayor)

I hereby submit the following item for introduction (select only one):

- [x] 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- [ ] 2. Request for next printed agenda (For Adoption Without Committee Reference)
  (Routine, non-controversial and/or commendatory matters only)
- [ ] 3. Request for Hearing on a subject matter at Committee
- [ ] 4. Request for Letter beginning with "Supervisor _____ inquires…"
- [ ] 5. City Attorney Request
- [ ] 6. Call File No. _____ from Committee.
- [ ] 7. Budget and Legislative Analyst Request (attached written Motion)
- [ ] 8. Substitute Legislation File No. _____
- [ ] 9. Reactivate File No. _____
- [ ] 10. Topic submitted for Mayoral Appearance before the Board on _____

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

☐ Small Business Commission ☐ Youth Commission ☐ Ethics Commission

☐ Planning Commission ☐ Building Inspection Commission ☐ Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

☐ Yes ☐ No

(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)

Sponsor(s):

Dorsey

Subject:

East Clementina Street - Public Right-of-Way Acceptance - Establishing Official Sidewalk Widths - Approving Public Sidewalk Easements on Folsom Street

Long Title or text listed:

Ordinance conditionally accepting an offer of dedication and quitclaim deed for real property from the Office of Community Investment and Infrastructure for a segment of East Clementina Street between Beale and Main Streets; conditionally accepting the segment of East Clementina Street for maintenance and liability; delegating to the Public Works Director the authority to: 1) accept this Street segment for City maintenance and liability purposes and 2) take other related actions such as establish official public right-of-way widths and street grades; conditionally accepting offers of improvements from Transbay 2 Family, L.P., and Transbay 2 Senior, L.P., (collectively, "Transbay 2") for public improvements on Beale, Folsom, and Main Streets and approving Folsom Street public sidewalk easements from Transbay 2; waiving the application of Ordinance No. 1061 entitled "Regulating the Width of Sidewalks" to allow establishment, expansion, and reduction of official sidewalk widths through administrative action associated with the Street Segment and Transbay 2 public improvements; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; approving a Public Works Order recommending various actions in regard to the segment of East Clementina Street and Transbay 2 public improvements; and authorizing official acts in connection with this Ordinance to be taken by the Public Works Director and other San Francisco officials, as defined herein.

Signature of Sponsoring Supervisor: Matt Dorsey