

BOARD of SUPERVISORS



City Hall
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San Francisco 94102-4689
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Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

LAND USE AND ECONOMIC DEVELOPMENT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Eric Mar, Chair
Land Use and Economic Development Committee

FROM: Alisa Miller, Committee Clerk

DATE: November 21, 2011

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, November 22, 2011

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, November 22, 2011. This item was acted upon at the Committee Meeting on November 21, 2011 at 1:00 p.m., by the votes indicated.

Item No. 31 **File No. 111215**

Resolution approving the execution of a Lease Agreement for a portion of Assessor Block No. 3766, Lot No. 011, by and between the City and County of San Francisco, and the State of California, acting by and through its Department of Transportation (Caltrans); and adopting environmental findings and other findings that the actions set forth in this Resolution are consistent with the City's General Plan and Eight Priority Policies; and authorizing other actions in furtherance of this Resolution.

RECOMMENDED AS COMMITTEE REPORT

Vote: Supervisor Eric Mar - Aye
Supervisor Malia Cohen - Aye
Supervisor Scott Wiener - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Rick Caldeira, Deputy Legislative Clerk
Cheryl Adams, Deputy City Attorney

File No. 111215

Committee Item No. 2

Board Item No. 31

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date November 21, 2011

Board of Supervisors Meeting

Date November 22, 2011

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Airspace Lease</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>General Plan Referral Letter, dtd 6/13/11</u> |
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Completed by: Alisa Miller Date November 17, 2011

Completed by: Alisa Miller Date November 22, 2011

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

1 [Lease Agreement - State of California - Rincon Hill Dog Park]

2
3 **Resolution approving the execution of a Lease Agreement for a portion of Assessor**
4 **Block No. 3766, Lot No. 011, by and between the City and County of San Francisco, and**
5 **the State of California, acting by and through its Department of Transportation**
6 **(Caltrans); and adopting environmental findings and other findings that the actions set**
7 **forth in this Resolution are consistent with the City's General Plan and Eight Priority**
8 **Policies; and authorizing other actions in furtherance of this Resolution.**

9
10 WHEREAS, Neighborhood residents within Rincon Point-South Beach have long
11 expressed a desire for additional park and open space amenities within their neighborhood,
12 voicing those concerns through an established Citizens Advisory Committee; and

13 WHEREAS, Caltrans has identified a suitable Caltrans-owned property at the
14 northwest corner of Beale Street and Bryant Street, Lot 011, Block 3766 (the "Property"),
15 capable of accommodating public open space, appropriate hardscape and softscape
16 improvements, a historical plaque and an off-leash dog area; and

17 WHEREAS, Caltrans has agreed to lease the Property to the City, and City has agreed
18 to lease the Property from Caltrans, upon the terms and conditions generally contained in the
19 form of lease on file with the Clerk of Board of Supervisors in File No. 111215 and
20 incorporated herein by reference (the "Lease"); and

21 WHEREAS, Caltrans has agreed to improve the Property as a park, designed in
22 concert with the neighborhood represented by the Citizens Advisory Committee, with the park
23 improvements funded and delivered by Caltrans; and

24 WHEREAS, City has agreed to accept the maintenance responsibilities of the park
25 once constructed and the Rincon Point-South Beach neighborhood has agreed to coordinate

1 their efforts through a Gateway Program Business Sponsorship, to yield reimbursement to the
2 City for City's costs of leasing the Property and maintaining the Property; and

3 WHEREAS, The lease has an initial term of ten years commencing upon completion of
4 the park construction by Caltrans, at a lease rate of \$5,000.00 for the entire initial ten year
5 term; and

6 WHEREAS, The Lease has two five-year options for renewal after the initial ten year
7 term, at a rate to be negotiated between the parties; and

8 WHEREAS,, In a letter to the Department of Real Estate dated June 13, 2011, the
9 City's Planning Department found that the Lease is consistent with the City's General Plan
10 pursuant to Section 4.105 of the Charter and Section 2A.53 of the Administrative Code. A
11 copy of such letter is on file with the Clerk of the Board of Supervisors in File No. 111215 and
12 is incorporated herein by reference. The Board of Supervisors finds that the actions
13 contemplated in this Resolution are consistent with the City's General Plan and with the
14 Charter Section 4.105 and Administrative Code Section 2A.53 for the reason set forth in said
15 letter; now, therefore, be it

16 RESOLVED, That in accordance with the recommendation of the Director of Property,
17 the Director of Property is hereby authorized to take all actions on behalf of the City and
18 County of San Francisco necessary to effect the Lease; and, be it

19 FURTHER RESOLVED, That the Lease shall include a clause indemnifying, holding
20 harmless, and defending Caltrans and its agents from and against any and all claims, costs
21 and expenses incurred as a result of any default by the City in performance of any of its
22 material obligations under the Lease, or any negligent acts or omissions of the City or its
23 agents, in, on, or about the Property, excluding those claims, costs and expenses incurred as
24 a result of the negligence or willful misconduct of Caltrans or its agents; and be it
25

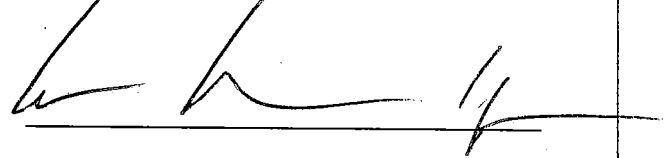
1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
2 Property to enter into any amendments or modifications to the Lease (including, without
3 limitation, the exhibits) that the Director of Property in consultation with the City Attorney,
4 determines are in the best interest of the City, do not materially increase the obligations of the
5 City or materially decrease the benefits of the City, are necessary or advisable to
6 consummate the performance of the purposes and intent of this Resolution, and comply with
7 all applicable laws, including the City's Charter, including any modifications or amendments to
8 the Lease; and be it

9 FURTHER RESOLVED, That the Lease shall be subject to certification as to funds by
10 the Controller, pursuant to Section 6.302 of the City Charter.

11 \$5,000.00 Available

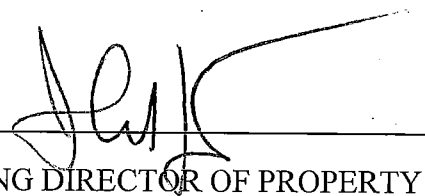
12 BUF Index Code: PWF361GGFACP

13 Project Code: FPWOFA BU10

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15 

16 CONTROLLER

17
18 RECOMMENDED:

19 
20
21 ACTING DIRECTOR OF PROPERTY

**STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
AIRSPACE LEASE
MARLER - JOHNSON PARK AGREEMENT**

SUMMARY OF LEASE PROVISIONS

LESSOR: CALIFORNIA DEPARTMENT OF TRANSPORTATION

LESSEE (local agency): CITY AND COUNTY OF SAN FRANCISCO

PREMISES: Lease Area No. SF-BT-36, as shown on Exhibit, located adjacent to eastbound SF-80, Beale St., and Bryant St, in the City of San Francisco, County of San Francisco, State of California (Article 1).

LEASE TERM: 10 years plus an additional two 5-year options, commencing fifteen (15) days following State's notification to Lessee that it has completed the work described in Article 4.1, Improvements, and first term expiring on the date immediately preceding the ten (10)-year anniversary of the commencement date. (Article 2)

ANNUAL LEASE RATE: \$500.00 based on approved Fair Market Rate of \$3,000 minus security savings of \$1000 and maintenance savings of \$1,500. Rent for the entire 10 year initial term shall be payable within 30 days of Lease commencement. (Section 2.1)

ADJUSTMENT TO LEASE RATE: No adjustment during initial 10 year term. Lessor shall have the option to adjust the lease rate at the option extension terms. (Section 2.2)

SECURITY DEPOSIT: \$0.00. (Article 14)

PUBLIC USE: City of San Francisco Maintained Public Park.

LIABILITY INSURANCE: \$5,000,000 - Self Insured (Article 8)

ADDRESS FOR NOTICES:

To LESSOR:

Via US Mail:

Department of Transportation
Right of Way Airspace MS 11
P.O. Box 23440
Oakland, CA 94623-0440

In Person:

Department of Transportation
Right of Way Airspace MS 11
111 Grand Avenue
Oakland, CA 94612-3771

To LESSEE: Director of Property, City & County of San Francisco
25 Van Ness, Suite 400
San Francisco, CA 94102

LESSEE Contact: John Updike Office ph. (415) 554-9850

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| | 3.2 Adjustment to Annual Lease Rate |
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EXHIBIT A – Premises

EXHIBIT B – Initial Improvements

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
AIRSPACE LEASE – MARLER-JOHNSON PARK AGREEMENT

THIS LEASE (the "Lease"), dated, November 15, 2011, is by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "LESSOR," and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation acting by and through its Director of Property, a bonafide public agency, hereinafter called "LESSEE."

WITNESSETH

It has been determined that the intended and described purpose of this leasehold is a proper use by a bonafide public agency pursuant to Section 14013 of the Government Code of the State of California; and

For and in consideration of the rental and the covenants, conditions, agreements, and stipulations set forth herein, LESSOR and LESSEE agree as follows:

ARTICLE 1. LEASE; PREMISES

Subject to the provisions of this Lease, LESSOR leases to LESSEE and LESSEE leases from LESSOR those certain Premises situated in the City of San Francisco, County of San Francisco, State of California, sometimes designated as lease area number SF-BT-36, said demised area shown on the map marked Exhibit A.

EXCEPTING THEREFROM all those portions of the above-described Premises occupied by the supports and foundations of the existing structure.

ALSO EXCEPTING THEREFROM all that portion of said Premises above a horizontal plane 10 feet below the underside of the superstructure of the existing structure, which plane extends to a line 15 feet, measured horizontally, beyond the outermost protrusion of the superstructure of said existing structure.

This Lease is subject to (1) all easements, covenants, conditions, restrictions, reservations, rights of way, liens, encumbrances and other matters of record, (2) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey of the Premises and (3) all matters known to LESSEE or of which LESSEE has notice, constructive or otherwise including, without limitations, those shown on attached Exhibit A. LESSOR hereby represents that, except for this Lease, it has not issued any leases, permits, easements or any other agreements that provide any third party with the right to use or occupy any portion of the Premises during the term of this Lease.

ARTICLE 2. TERM

The term of this Lease shall be for ten years commencing on the date (the "Commencement Date") which is fifteen (15) days following LESSOR'S notification to LESSEE that LESSOR has completed the work described in Article 4.1, Improvements, and expiring on the date immediately preceding the tenth (10th) anniversary of the Commencement Date. At LESSEE'S option, and with LESSOR'S concurrence, this Lease may be renewed for two additional five-year options subject to a reevaluation of the lease rate in accordance with such terms as may be mutually agreed upon by the parties. Either party hereto shall have the right to terminate this Lease upon no less than ninety (90) days written notice to the other party, or by mutual consent as pursuant to the terms and conditions in Article 13.

ARTICLE 3. LEASE RATE

3.1 Annual Lease Rate

LESSEE shall pay to LESSOR as rent, without deduction, setoff, prior notice, or demand, the sum of \$5,000.00 within 30 days after commencement, as full payment in advance for the initial 10 year term. All rent shall be paid to LESSOR at the following address: State of California, Department of Transportation, Attention: Cashier, P.O. Box 168019, Sacramento, CA 95816-3819 or State of California, Department of Transportation, 1820 Alhambra Boulevard, 2nd Floor, Sacramento, CA. **Each payment shall state on the check the rental account number 04-SF-BT-36-01**. The lease rate is for the Premises only. LESSEE must arrange to pay for all utility, maintenance and landscaping services.

3.2 Adjustment to Annual Lease Rate

The minimum annual rent provided for in Section 3.1 shall be subject to a single adjustment either at the commencement of each option term or at any time within the option terms, as agreed by the parties.

ARTICLE 4. USE

4.1 Specified Use

The Premises shall be used and occupied by LESSEE only and exclusively for the purpose of a public park and/or recreational area. Parking shall be off Premises as designated on the approved development plans attached hereto as Exhibit B. The Premises shall be maintained at the sole cost and expense of LESSEE in an orderly, clean, safe and sanitary condition. LESSOR will terminate this Lease immediately if LESSEE uses the Premises for any purpose other than non-revenue generating park or recreational uses.

The Premises shall at all times be subject to all uses by the LESSOR as may be deemed necessary by LESSOR for highway facilities without interference by LESSEE.

4.2 Condition of Premises

LESSEE hereby accepts the Premises "AS-IS," subject to LESSOR'S completion of the Initial Improvements, as described in Section 5.1 below. LESSOR makes no representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of LESSEE's business, nor has LESSOR agreed to undertake any modification, alteration or improvement to the Premises, except as specifically provided in Section 5.1 below.

4.3 Prohibited Uses

LESSEE is to use the Premises for public park and recreational purposes only. The following are specifically prohibited:

- (a) Using the Premises in violation of any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements.
- (b) Operating or installing a gasoline or petroleum supply station, transporting or storing gasoline or petroleum products under the structures, except those products stored within an operable vehicle for exclusive use by that vehicle.
- (c) Manufacturing or storage or use of flammable materials, explosives or other materials, deemed by LESSOR to be a potential fire or other hazard to the transportation facility.
- (d) Using, creating, storing or allowing any hazardous materials on the Premises, except as otherwise expressly permitted in this Lease. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.
- (e) Depositing or disposing of any hazardous materials on the leased Premises. LESSOR, or its agents or contractors, shall at all times have the right to go upon and inspect the leased Premises and the operations thereon to assure compliance with the requirements herein stated. Inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the Premises.

Hazardous materials are those substances listed or described for toxicity, reactivity, corrosivity or flammability criteria in Division 4.5, Chapter 11, Articles 1 through 5 of Title 22 of the California Code of Regulations, as well as any other substance which poses a hazard to health or environment.

- (f) Constructing, erecting, maintaining or permitting any sign, banner or flag upon the Premises, except as provided for in Section 5.2, without the prior written approval of LESSOR. LESSEE shall not place, construct or maintain upon the Premises any advertising media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio media.
- (g) Parking or storing wrecked or inoperable vehicles of any kind on the leased Premises. All parked or stored vehicles must be capable of being started and driven off the Premises. Vehicles will not be permitted to remain overnight on the Premises.

- (h) Conducting or permitting the vending or sale of any goods or services upon the Premises except as specifically permitted under Section 6.1.

The above list depicts specific examples of prohibited uses and is not an exclusive or exhaustive list of prohibited uses.

4.4 LESSOR'S Rules and Regulations

LESSEE shall faithfully observe and comply with the rules and regulations that LESSOR shall from time to time promulgate for the protection of the transportation facility and the safety of the traveling public. LESSOR does not currently have rules and regulations for the Premises and LESSOR reserves the right from time to time to promulgate reasonable rules and regulations for the protection of the transportation facility and the safety of the traveling public and to make reasonable modifications to said rules and regulations, each of which shall be binding upon LESSEE upon delivery of a copy of them to LESSEE.

4.5 Water Pollution Control

LESSEE shall conform fully to the requirements of the Caltrans statewide NPDES Storm Water Permit, Order No. 99-06-DWQ, NPDES No. CAS000003, adopted by the State Water Resources Control Board on July 15, 1999. This permit regulates storm water and non-storm water discharges associated with activities within Department of Transportation right-of-way. LESSEE shall develop, implement and maintain a Facility Pollution Prevention Plan (FPPP), describing the pollution prevention practices associated with activities on facilities located within Department of Transportation right-of-way. LESSEE shall comply with the statewide Permit by incorporating storm water management into its operational activities. The FPPP will accomplish compliance by implementing Best Management Practices (BMPs) described in the Department of Transportation Statewide Storm Water Management Plan (SWMP). Copies of the Permit and the Department of Transportation SWMP may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 98518, Telephone: 916-445-3520. Copies of the Permit and the SWMP are also available for review upon request.

LESSEE shall not allow the unauthorized discharge of storm water runoff from the Premises to private or public water drainage systems.

LESSEE must comply with state and federal storm water pollution control standards, including those of the State Water Resources Control Board, and the lawful requirements of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water to separate storm sewer systems or other watercourses under jurisdiction of the above agencies.

In order to minimize the discharge of pollutants, spilled, leaked fluids, and any other wastewater into the storm water drainage system, LESSEE shall not allow vehicle or equipment washing, fueling, maintenance and repair on the Premises.

In order to minimize the discharge of pollutants to storm water resulting from contact with hazardous material, LESSEE shall not allow the storage or stockpile of hazardous material on the Premises.

LESSOR, or its agents or contractors, shall at all time have the right to go upon and inspect the Premises and the operations thereon to assure compliance with the requirements herein stated. Inspection may include taking samples of substances and materials present for testing, and/or the testing of storm sewer systems or watercourses on the Premises.

ARTICLE 5. IMPROVEMENTS

5.1 Authorized Improvements

LESSOR, as a part of its Bay Bridge West Approach Seismic Retrofit Project, had planned for the Premises to be improved solely with landscaping at the termination of LESSOR's retrofit project. Per the request of the City and County of San Francisco, LESSOR will change its design for the Premises and proceed to construct on the Premises, on behalf of LESSEE and at LESSOR's sole cost, a small public plaza and off-leash dog recreation area (the "Initial Improvements"). Features of this park and recreation area will include planting, irrigation, lighting, fencing, park site fixtures and other furnishings, drinking fountains and dog water stations, interpretive signage, decorative plaza ground improvements, and decomposed granite paving. Design plans of the proposed Initial Improvements to be constructed on behalf of LESSEE are attached to this Lease as Exhibit B.

LESSEE shall be solely responsible for maintaining all improvements constructed by LESSOR on the Premises in a good and clean condition as specified in Article 7 below.

LESSEE shall be liable for any and all activities, permitted or not, that may occur on the Premises and its improvements during the term of this Lease, and shall indemnify and hold LESSOR harmless from any claims of liability arising from LESSOR's ownership of the Premises during the term of this Lease or LESSOR's construction of the Initial Improvements as detailed in the attached plans; provided, the foregoing shall not release LESSOR'S designers and contractors from liability for any negligent or faulty design or construction and, upon request, LESSOR agrees to assign to LESSEE all of its rights against the designers who designed and the contractors who constructed the Initial Improvements.

5.1.1 Subsequent Improvements

If LESSEE desires any additional improvements in, on, or upon the Premises, or any alterations to said Premises, including landscaping, LESSEE shall prepare development plans describing the proposed additional improvements or alterations, and shall submit such development plans to LESSOR, for review by LESSOR and Federal Highway Administration ("FHWA"). LESSEE shall not make any additional improvements or alterations, including landscaping, without the review and approval of the LESSOR and FHWA.

LESSEE shall begin the construction of any additional improvements on the Premises within 30 days after obtaining an appropriate Encroachment Permit to construct from the LESSOR. All

work shall be completed according to the development plan within 180 days of the issuance of the encroachment permit.

5.2 Required Sign

LESSEE shall post the Premises with a sign giving the following notice:

- (a) "This park has been developed for your convenience by (name of Lessee) under a lease with the California Department of Transportation. The lease is subject to termination if the property is needed for State highway purposes."

5.3 Removal of Improvements

Upon termination of this Lease for any reason whatsoever, LESSEE agrees to remove all park improvements made by Lessee or on behalf of Lessee, except the Initial Improvements described in Section 5.1 and landscaping, at LESSEE'S sole expense, within 90 days of termination. If LESSEE fails to remove all improvements which LESSEE is required to remove, LESSOR may remove such improvements at the expense of LESSEE and bring an action for recovery of such costs, together with all expenses and attorneys' fees incurred by reason of said action.

ARTICLE 6. REMOVAL OF PERSONAL PROPERTY

LESSEE may remove any personal property from time to time within 45 days of the expiration of the term. LESSEE shall repair all damage (structural or otherwise) caused by any such removal.

Any personal property not removed by LESSEE within 45 days following expiration of the term shall be deemed to be abandoned by LESSEE and shall, without compensation to LESSEE, become the LESSOR'S property, free and clear of all claims to or against them by LESSEE or any other person.

ARTICLE 7. MAINTENANCE AND REPAIRS

7.1 LESSEE'S Obligations

LESSEE, at its own cost and expense, shall maintain the leased Premises, improvements and landscaping thereon, including fences, and guardrails heretofore, or hereafter erected, in good and clean order, repair and condition and in compliance with all requirements of law, subject to ordinary wear and tear that does not reduce the attractiveness and utility of the Premises. LESSEE shall also, at its own cost and expense, maintain the lighting on the Premises in first class order, repair and condition.

LESSOR and LESSEE recognize that because of the length of the term of this Lease it may be necessary for LESSEE to perform certain substantial maintenance, repair, rehabilitation or reconstruction (hereinafter collectively referred to as "repair" or "repairs") of the improvements in order to ensure that the Premises are kept in first-class order, repair and condition.

LESSEE hereby expressly waives the right to make repairs at the expense of LESSOR and the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor amendments thereto.

LESSEE shall take all steps necessary to effectively protect the fences, guardrails, and the piers and columns, if any, of the structure from damage incident to LESSEE'S use of said Premises and improvements, except for graffiti abatement, all without expense to LESSOR. LESSEE shall, at its own cost and expense, repair in accordance with LESSOR'S standards any damage to any property owned by LESSOR, including, but not limited to, all fences, guardrails, piers and columns, caused by LESSEE, invitees or other third parties, but excluding any damage caused by the acts of LESSOR or its agents, contractors, representatives or invitees.

LESSEE shall designate in writing to LESSOR a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order of the Premises.

7.2 LESSOR'S Rights

In the event LESSEE fails to perform LESSEE'S obligations under this Article, LESSOR shall give LESSEE notice to do such acts as are reasonably required to so maintain the Premises. If within thirty (30) days after LESSOR sends written notice to repair or quit, LESSEE fails to do the work and fails to proceed in good faith to prosecute it to completion, said deficiency shall be deemed a material breach.

ARTICLE 8. INSURANCE

8.1 Exemption of LESSOR from Liability

LESSEE hereby covenants and agrees to indemnify, defend and save harmless LESSOR from all liability, loss, cost and obligation on account of any injuries or losses resulting from this lease, LESSEE'S use of the Premises, and any claims of LESSEE, its agents, employees, customers, and/or business invitees, except to the extent such loss, cost and obligations arise from LESSOR'S negligence or willful misconduct or arise from any matter that occurs on the Premises while LESSOR holds possession thereof pursuant to Article 10.

8.2 Liability Insurance

LESSEE shall at its own cost and expense procure and keep in force during the term of this Lease bodily injury liability and property damage liability insurance adequate to protect LESSOR, its officers, agents and employees, against any liability to the public resulting from injury or death of any person or damage to property in connection with the area, operation or condition of the Premises, including any and all liability of LESSOR for damage to vehicles parked on the leased Premises. Such insurance shall be in an amount of not less than \$5,000,000 combined single limit for bodily injury and property damage. The limits of such insurance shall not limit the liability of LESSEE. All insurance required hereunder shall be with companies to be approved by LESSOR. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which LESSOR may carry. Said policies shall name LESSOR as an additional named co-insured and shall insure against the contingent liabilities, if any, of LESSOR and the officers,

agents, and employees of LESSOR and shall obligate the insurance carriers to notify LESSOR, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of LESSOR, its officers, agents, or employees. LESSEE shall furnish to LESSOR a Certificate of Insurance acceptable to LESSOR within not more than ten (10) days after execution of this Lease. LESSOR shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in LESSOR's reasonable opinion, the insurance provisions in this Lease do not provide adequate protection for LESSOR and for members of the public using the leased Premises, LESSOR may require LESSEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. LESSOR'S requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required. LESSOR shall notify LESSEE in writing of changes in the insurance requirements; and if LESSEE does not deposit copies of acceptable insurance policies with LESSOR incorporating such changes within sixty (60) days of receipt of such notice, this Lease may be terminated, at LESSOR'S option, without further notice to LESSEE, and be of no further force and effect.

LESSOR acknowledges that LESSEE maintains a program of self-insurance and agrees that LESSEE shall not be required to carry any insurance with respect to this Lease. LESSEE'S self insurance shall include such coverage as would have been covered by Commercial General Liability Insurance with respect to the Premises with limits of liability not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. LESSEE shall provide LESSOR with a certificate of self-insurance specifying the extent of self-insurance coverage hereunder and containing a waiver of subrogation provisions reasonably satisfactory to LESSOR. LESSEE shall notify LESSOR in writing not less than thirty (30) days prior to the effective date of the termination of its self-insurance coverage and shall obtain the insurance coverage required by this Article effective on that termination date.

8.3 Failure to Procure and Maintain Insurance

If LESSEE fails to procure or maintain the third party or self-insurance required by this Article in full force and effect, this Lease may be terminated immediately by Lessor and be of no further force or effect. In addition, if LESSEE fails to procure or maintain the third party or self-insurance required by this Article, LESSEE shall cease and desist from using said Premises and the improvements erected thereon and shall prevent members of the public from gaining access to the Premises during any period in which such insurance coverage is not in full force and effect.

ARTICLE 9. PAYMENT OF TAXES

LESSEE agrees to pay all taxes and assessments that may be legally assessed on LESSEE'S possessory interest or income.

ARTICLE 10. RIGHT OF ENTRY

10.1 Inspection, Maintenance, Construction and Operation of Freeway Structures

LESSOR, through its agents or representatives, and other city, county, state and federal agencies, through their agents or representatives, shall have full right and authority to enter in and upon the Premises and any building or improvements situated thereon at any and all reasonable times during the term of this Lease for the purpose of inspecting the same without interference or hindrance by LESSEE, its agents or representatives.

LESSOR further reserves the right of entry for the purpose of inspecting the Premises, or the doing of any and all acts necessary or proper on said Premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its appurtenances; provided, further, that LESSOR reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by LESSOR, and during said period LESSEE shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. LESSOR further reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of the LESSOR for the purpose of performing any maintenance activities upon the property which LESSEE has failed to perform after the expiration of the applicable cure period specified in Section 11.1.

10.2 Future Transportation Project

LESSEE specifically acknowledges LESSOR may cancel this lease upon 90 days notice for the construction of an "Approved or Funded Transportation Project" or an emergency highway repair. In that event, LESSEE will have no claim upon LESSOR and waives any and all claims for compensation, damages or relocation assistance.

10.3 Retrofitting of Freeway Structures

LESSEE acknowledges LESSOR may be required to perform retrofit work on all or a part of the freeway structures that are situated on and above the Premises. LESSOR shall have the right to impose such restrictions on LESSEE'S right to enter, occupy, and use the Premises and to construct improvements thereon as LESSOR deems are necessary to enable it to complete construction of all freeway structural retrofit work without interference from LESSEE.

In the event LESSOR determines that it needs to obtain possession of all or a portion of the Premises, or needs to place restrictions on LESSEE'S use of the Premises, LESSOR shall, at least ninety (90) days prior to the effective date of the commencement of such possession or restrictions notify LESSEE in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, LESSEE shall peaceably surrender possession all or any specified portion of the Premises or comply with the restrictions as stated therein, as applicable. The rent stated in Section 3.1 shall be equitably reduced to reflect the portion of the Premises surrendered and the portion of the Lease term for which the Premises was surrendered. This reduction in rent shall be LESSEE'S sole remedy against LESSOR for LESSEE'S

inability to possess or use the entire area of the Premises on account of LESSOR'S exercise of its rights under this Section, and LESSEE expressly waives any right it may have to recover compensation, damages or relocation assistance from LESSOR on account thereof.

LESSEE shall conduct its operations on the Premises in such a manner so as not to interfere with LESSOR'S or its contractor's performance of any structural retrofit work done on or above the Premises. LESSEE acknowledges that the performance of the structural retrofit work may cause damage to paving or other improvements constructed by LESSOR or LESSEE on the Premises. LESSEE expressly agrees to hold LESSOR harmless from all such damage to the improvements, except that at the conclusion of the retrofit work, LESSOR shall, at no cost to LESSEE, promptly restore the Premises to their preexisting condition to the extent reasonably possible consistent with the retrofitting project.

If a portion of the Premises is rendered unusable due to such work, LESSOR and LESSEE shall negotiate in good faith to determine an appropriate rental adjustment during such period. If the parties cannot agree, the matter shall be submitted to binding arbitration, with the arbitrator chosen by the Presiding Judge of the Superior Court of the County in which the property is located if the parties cannot mutually agree on an arbitrator.

ARTICLE 11. DEFAULT

11.1 Default

The occurrence of any of the following shall constitute a material breach and default of this Lease by LESSEE:

- (a) Any failure by LESSEE to pay lease payment or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) business days after written notice thereof has been given by LESSOR to LESSEE.
- (b) The abandonment or vacation of the Premises by LESSEE. Failure to occupy and operate the Premises for sixty (60) consecutive days following the mailing of written notice from LESSOR to LESSEE calling attention to the abandonment shall be deemed an abandonment or vacation.
- (c) A failure by LESSEE to observe and perform any other provision of this Lease to be observed or performed by LESSEE, where such failure continues for thirty (30) days after written notice thereof by LESSOR to LESSEE; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, LESSEE shall not be deemed to be in default if LESSEE shall within such period commence such cure and thereafter diligently prosecute the same to completion.

11.2 LESSOR'S Remedies

In the event of any material default or breach by LESSEE, LESSOR may at any time after expiration of the applicable notice and cure period, without limiting LESSOR in the exercise of any

right of remedy at law or in equity that LESSOR may have by reason of such default or breach

- (a) Terminate LESSEE'S right to possession by any lawful means, in which case this Lease shall immediately terminate and LESSEE shall immediately surrender possession of the Premises to LESSOR. In such event LESSOR shall be entitled to recover from LESSEE all damages incurred by LESSOR by reason of LESSEE'S default including, but not limited to, the following:
 - (i) any amount necessary to compensate LESSOR for all the detriment proximately caused by LESSEE'S failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus
 - (ii) at LESSOR'S election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry LESSOR shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which LESSOR in its sole discretion deems reasonable and necessary.

ARTICLE 12. ASSIGNMENTS, SUBLEASES AND ENCUMBRANCES

The LESSEE shall not assign, sublease, or encumber this property in any matter whatsoever, nor shall this lease be recorded.

ARTICLE 13. NONDISCRIMINATION

LESSEE, for itself, its agents, contractors, employees, officers, and personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (a) No person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities,
- (b) In connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first tier subcontractors in the selection and retention of second tier subcontractors,
- (c) Such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the Premises,
- (d) LESSEE shall use the Premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 and as said regulations

may be amended. In the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

ARTICLE 14. SECURITY DEPOSIT

LESSEE shall maintain on deposit with LESSOR the sum of \$ 0.00 to guarantee the faithful performance of the conditions of this agreement. LESSOR shall not be required to keep this Security Deposit separate from its general funds, and LESSEE shall not be entitled to interest on such deposit. If LESSEE shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to LESSEE at the expiration of the lease term and after LESSEE has properly vacated the Premises.

ARTICLE 15 ADDITIONAL PROVISIONS

15.1 Quiet Enjoyment

LESSOR covenants and agrees with LESSEE that upon LESSEE paying lease payment and other monetary sums due under the Lease and performing its covenants and conditions, LESSEE shall and may peaceably and quietly have, hold and enjoy the Premises for the term, subject however, to the terms of the Lease.

15.2 Captions, Attachments, Defined Terms

The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

Any marginal or clause headings on this lease are not a part of this and shall have no effect upon the construction or interpretation of any part hereof.

15.3 Entire Agreement

This instrument along with any exhibits and attachments hereto constitutes the entire agreement between LESSOR and LESSEE relative to the Premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both LESSOR and LESSEE. LESSOR and LESSEE agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of the Premises are merged in or revoked by this agreement.

15.4 Severability

If any terms or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

15.5 Time is of the Essence

Time is of the essence of each and all of the terms and provisions of this Lease.

15.6 Binding Effect; Choice of Law

The terms and conditions of this lease shall extend and be binding upon and inure to the benefits of the heirs, executors, administrators or to any approved successor of the LESSEE. The terms and conditions of this Lease shall be governed by the laws of the State of California, if any legal action is initiated, the venue shall be in the appropriate court of the State of California in the county in which the Premises are located

15.7 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by LESSOR of any performance by LESSEE after the time the same shall have become due shall not constitute a waiver by LESSOR of the breach or default of any covenant, term or condition. Acceptance by LESSOR of any performance by LESSEE after the time the same shall have become due shall not constitute a waiver by LESSOR of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by LESSOR in writing.

15.8 Notices

All notices or demands of any kind required or desired to be given by LESSOR or LESSEE hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the LESSOR or LESSEE respectively at the addresses set forth in the Summary of Lease Provisions on the first page of this Lease.

15.9 No Reservation

Submission of this instrument for examination or signature by LESSEE does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and delivery by both LESSOR and LESSEE.

15.10 Force Majeure

If either LESSOR or LESSEE shall be delayed or prevented from the performance of any act required hereunder by reason of acts of nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse LESSEE from prompt payment of any rent, taxes, insurance or

any other charge required of LESSEE, except as may be expressly provided in this Lease.

15.11 Termination of Lease

This Lease may be terminated at any time by either party upon 90 days written notice. LESSOR may also terminate this Lease with a 30 day notice if:

- (a) Premises are required for State highway or other public transportation purposes as determined by the LESSOR or other public transportation agency.
- (b) Premises are not maintained in such manner as to protect the highway improvement and its environments, and LESSEE has failed to take corrective action within 30 days of being notified in writing.

This Space Intentionally Left Blank

In Witness Whereof, LESSOR and LESSEE have executed this Lease as of the date first written above.

LESSOR
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____

By: _____
LINDA EMADZADEH, Chief
R/W Airspace, LPA, and Excess Lands

LESSEE
CITY AND COUNTY OF SAN FRANCISCO,
A MUNICIPAL CORPORATION

Dated: _____

By: _____
JOHN UPDIKE
Acting Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: Anita E. Wood
Deputy City Attorney

EXHIBIT A
1 of 2

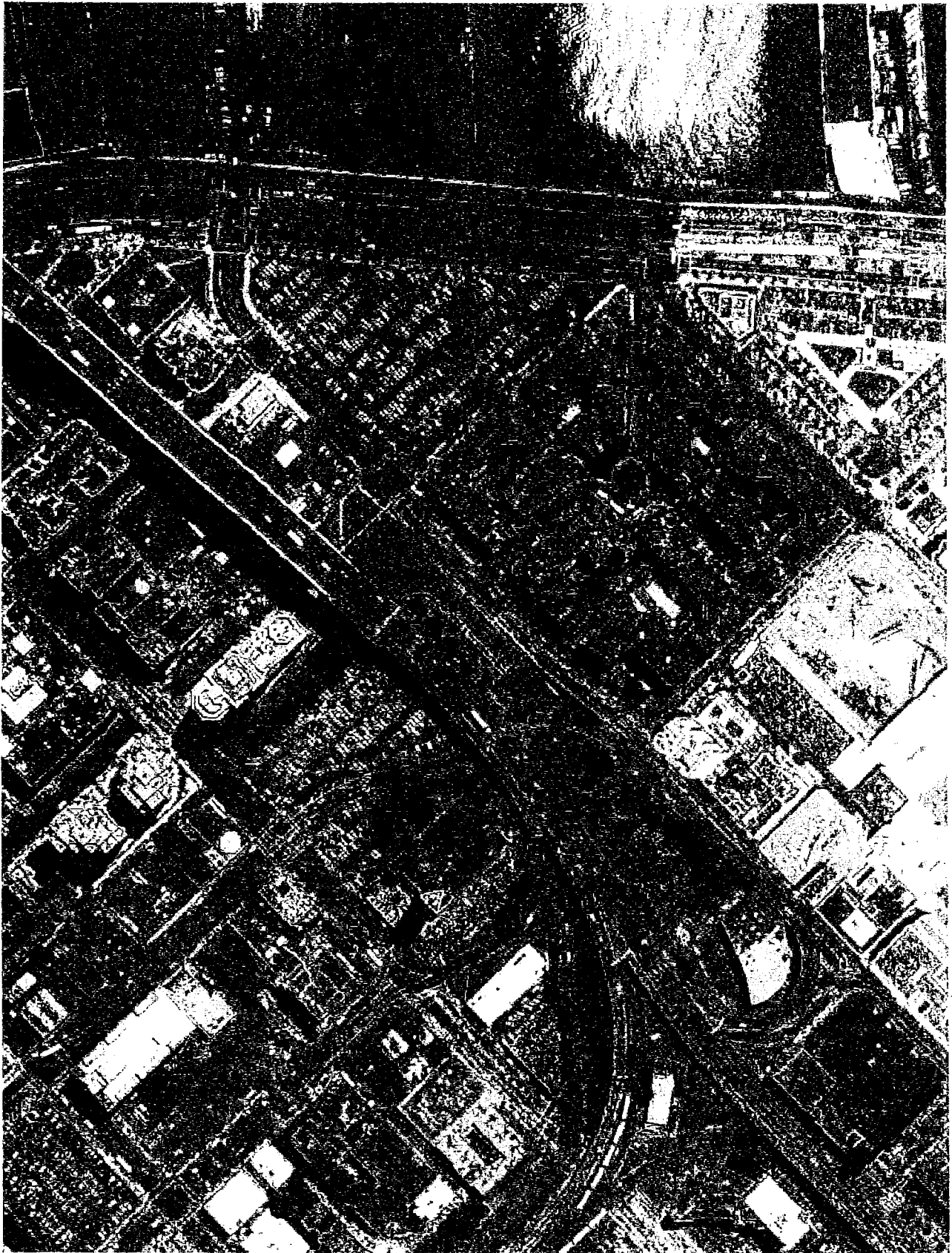
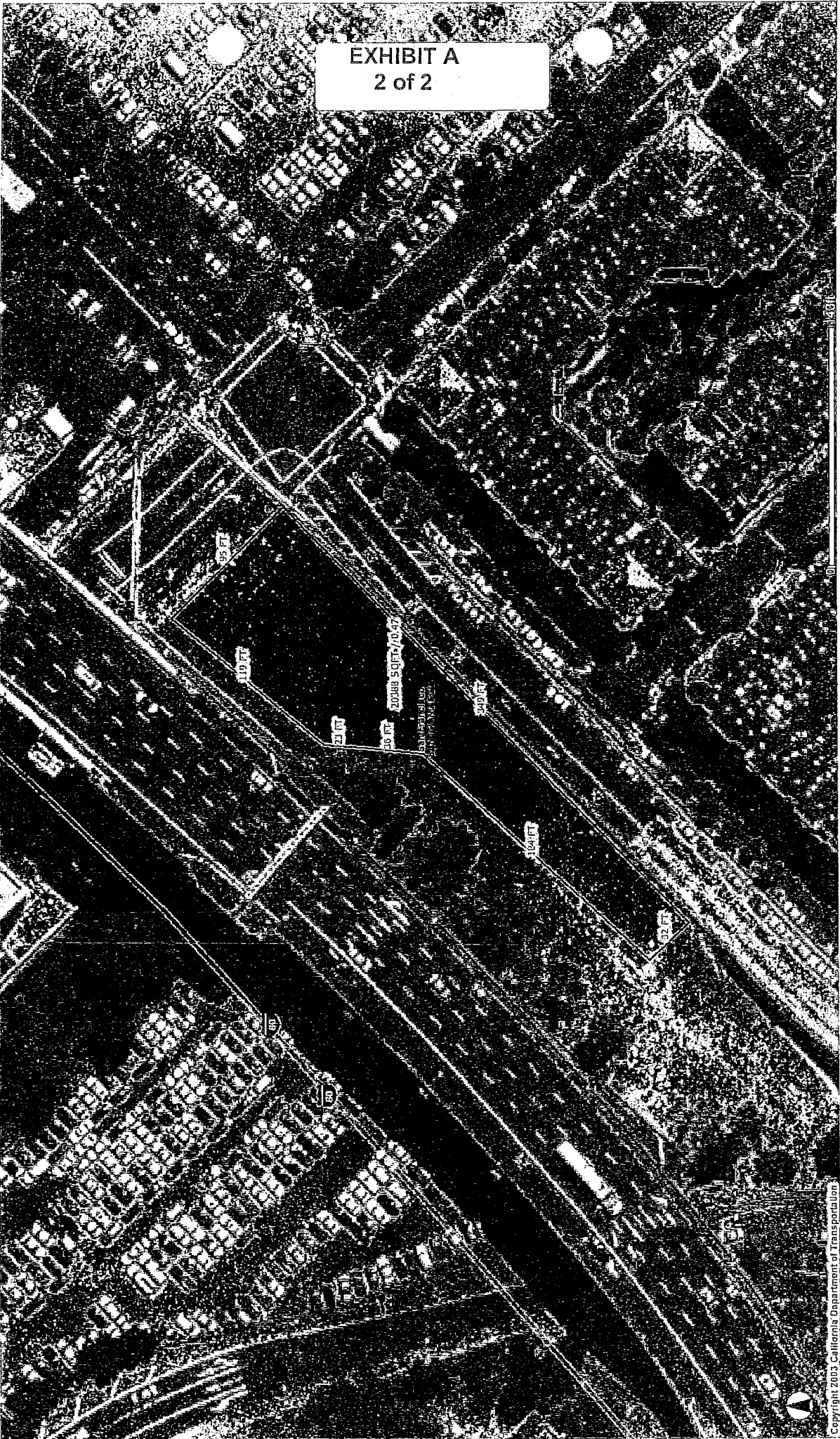


EXHIBIT A
2 of 2



Beale and Bryant Street Caltrans' Lot - Planting Plan

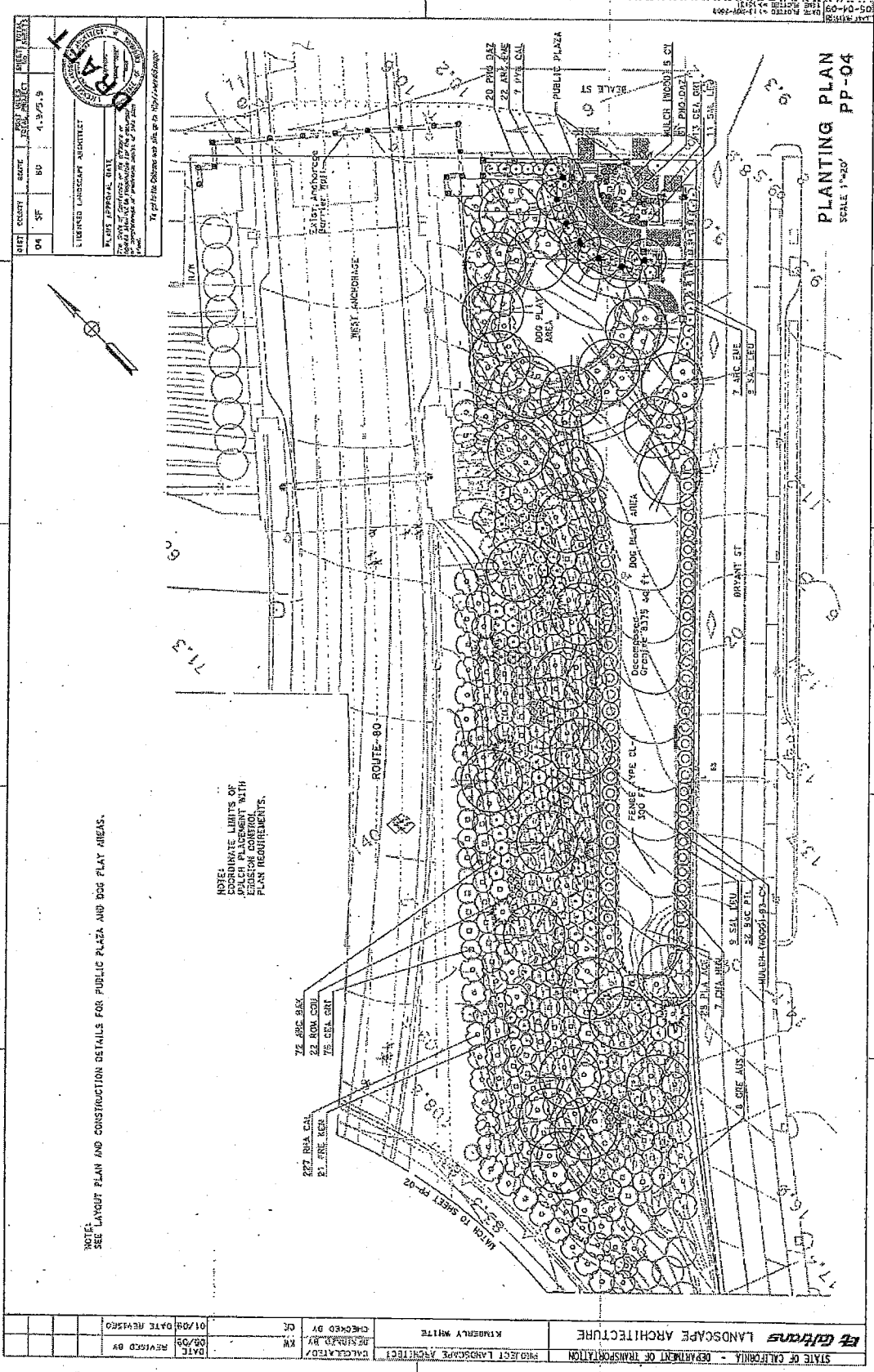
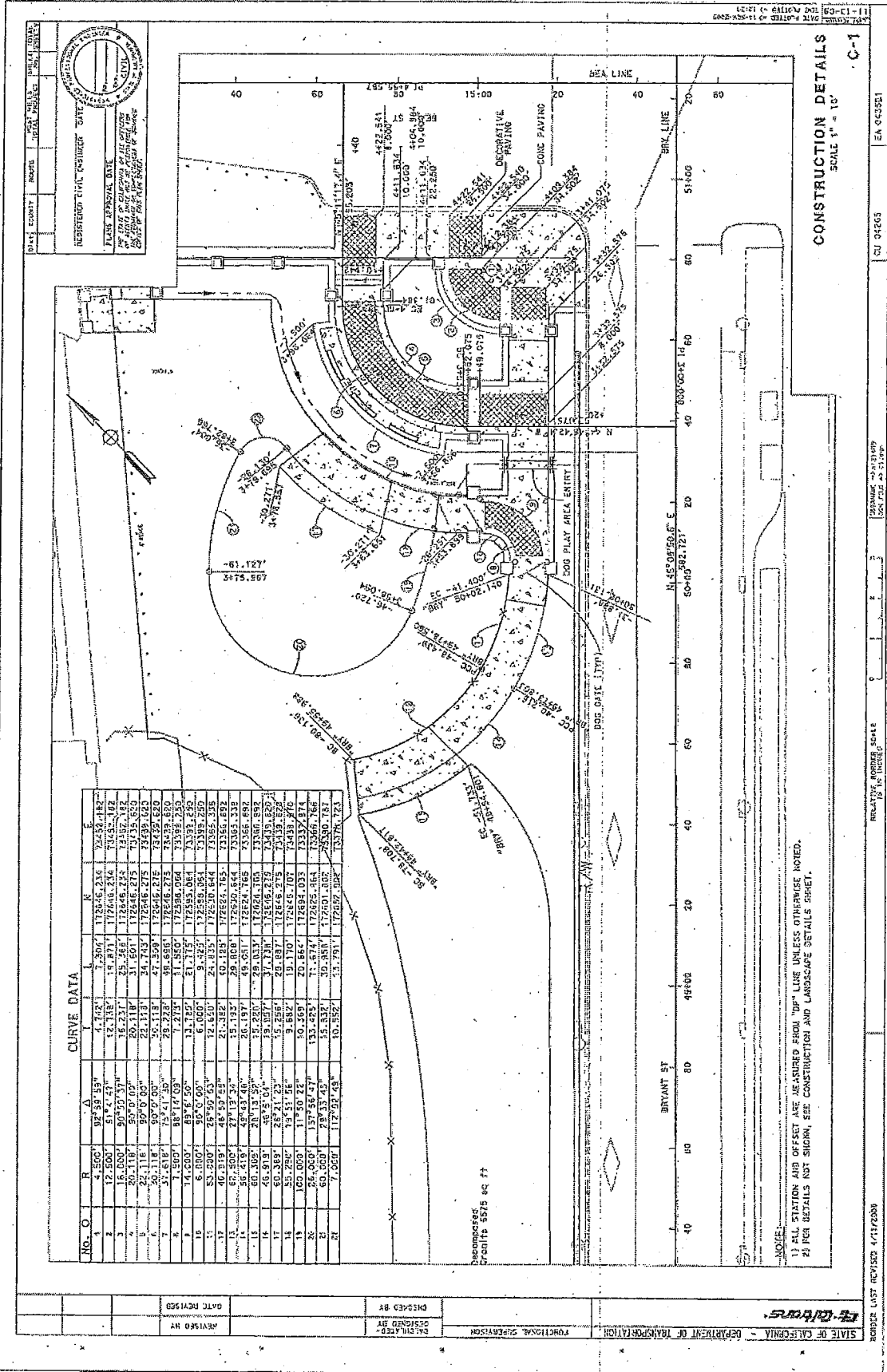


EXHIBIT B

2 of 2

Beale and Bryant Street Caltrans' Lot - Construction Details



CURVE DATA

| NO. | O | R | Δ | T | L | K | E |
|-----|---------|-----------|---------|---------|----------------|----------------|--------------|
| 1 | 4,500' | 92°53'55" | 1,204' | 1,204' | 1,204' | 1,204' | 224,501.847' |
| 2 | 12,500' | 51°17'47" | 12,138' | 19,871' | 1,726,624.216' | 1,726,624.216' | 74,525,182' |
| 3 | 16,000' | 50°35'37" | 15,231' | 25,265' | 1,284,672.5' | 1,284,672.5' | 13,107,182' |
| 4 | 16,000' | 50°35'37" | 15,231' | 25,265' | 1,284,672.5' | 1,284,672.5' | 13,107,182' |
| 5 | 27,118' | 50°05'05" | 26,118' | 44,529' | 1,284,672.5' | 1,284,672.5' | 23,527,620' |
| 6 | 30,118' | 50°05'05" | 29,118' | 47,529' | 1,284,672.5' | 1,284,672.5' | 23,527,620' |
| 7 | 31,618' | 49°47'00" | 28,223' | 48,681' | 1,284,672.5' | 1,284,672.5' | 23,527,620' |
| 8 | 14,500' | 88°17'09" | 13,275' | 11,950' | 1,726,624.216' | 1,726,624.216' | 74,525,182' |
| 9 | 14,500' | 88°17'09" | 13,275' | 11,950' | 1,726,624.216' | 1,726,624.216' | 74,525,182' |
| 10 | 6,000' | 95°0'00" | 6,000' | 9,422' | 1,284,672.5' | 1,284,672.5' | 7,335,250' |
| 11 | 6,000' | 95°0'00" | 6,000' | 9,422' | 1,284,672.5' | 1,284,672.5' | 7,335,250' |
| 12 | 53,500' | 28°55'05" | 51,352' | 24,125' | 1,726,624.216' | 1,726,624.216' | 7,335,250' |
| 13 | 53,500' | 28°55'05" | 51,352' | 24,125' | 1,726,624.216' | 1,726,624.216' | 7,335,250' |
| 14 | 56,419' | 49°43'46" | 26,187' | 46,251' | 1,284,672.5' | 1,284,672.5' | 23,527,620' |
| 15 | 60,309' | 20°13'55" | 19,220' | 29,033' | 1,726,624.216' | 1,726,624.216' | 7,335,250' |
| 16 | 46,919' | 26°51'01" | 19,220' | 29,033' | 1,726,624.216' | 1,726,624.216' | 7,335,250' |
| 17 | 60,309' | 26°51'01" | 19,220' | 29,033' | 1,726,624.216' | 1,726,624.216' | 7,335,250' |
| 18 | 55,254' | 19°51'56" | 9,892' | 19,170' | 1,284,672.5' | 1,284,672.5' | 7,335,250' |
| 19 | 60,000' | 11°59'25" | 30,559' | 20,856' | 1,284,672.5' | 1,284,672.5' | 7,335,250' |
| 20 | 60,000' | 11°59'25" | 30,559' | 20,856' | 1,284,672.5' | 1,284,672.5' | 7,335,250' |
| 21 | 24,000' | 15°43'47" | 13,329' | 13,329' | 1,284,672.5' | 1,284,672.5' | 7,335,250' |
| 22 | 91,000' | 73°23'48" | 73,234' | 10,552' | 1,284,672.5' | 1,284,672.5' | 7,335,250' |

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 POSITIONAL SUPERVISOR
 DESIGNED BY
 CHECKED BY
 DATE RECEIVED

CONSTRUCTION DETAILS
 SCALE 1" = 10'

REVISIONS
 NO. DATE BY
 1 11/17/00
 2 11/17/00

DATE LAST REVISED 4/17/2008

EA 04351
 CU 04365
 DRAWING NUMBER
 SHEET NO. OF 2 SHEETS



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

Date: 6/13/2011
Case No. Case No. 2011.0246R
Lease of Caltrans Property for Park Development
Caltrans Owned Surplus Property at AB3766/011

Block/Lot No.: AB 3766/011
Project Sponsor: John Updike, Acting Director
San Francisco Real Estate Department
25 Van Ness Ave. Suite 400
San Francisco, CA 94102

Applicant: Same as Above

Staff Contact: Aksel Olsen – (415) 558-6616
aksel.olsen@sfgov.org

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

Recommended By: 
John Rahaim, Director of Planning

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The project would allow for the city to take an initial 10 year Marler-Johnson lease agreement, with options for extension, on a surplus property adjacent to Interstate 80 for the purposes of park development and maintenance. The property is adjacent to the Bay Bridge abutment, at Bryant and Beal Streets in the Rincon Hill neighborhood. The park would be known as the "Bryant and Beale Dog Park." The park is currently under construction and as such it is the lease and use of the property that is the subject of this referral.

The submittal is for a General Plan Referral to recommend whether the Project is in conformity with the General Plan, pursuant to Section 4.105 of the Charter, and Section 2A.53 of the Administrative Code.

**GENERAL PLAN REFERRAL
LEASE OF CALTRANS PROPERTY FOR PARK DEVELOPMENT
CALTRANS OWNED PROPERTY**

CASE NO. 2011.0246R

SITE DESCRIPTION AND PRESENT USE

The site sits adjacent to interstate I-80 alongside the ascent to the Bay Bridge and is unimproved. The park is currently under construction by Caltrans.

ENVIRONMENTAL REVIEW

On May 31st, 2011, the Environmental Planning section of the Planning Department determined that the Project is Categorical Exempt from Environmental Review under CEQA Guidelines Section 15273, pertaining to this project's lease agreement nature.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The General Plan is, in general, focused on use more than specifics of process, but does state that the city whenever possible should acquire open space to serve current and future residents.

The project is consistent with the following objectives and policies in the General Plan:

CASE REPORT SUMMARY

OPEN SPACE ELEMENT

OBJECTIVE 1

PRESERVE LARGE AREAS OF OPEN SPACE SUFFICIENT TO MEET THE LONG-RANGE NEEDS OF THE BAY REGION.

POLICY 1.2

Make open space lands already in public ownership accessible to the public for compatible recreational uses.

POLICY 1.3

Increase the accessibility of regional parks by locating new parks near population centers, establishing low user costs, improving public transit service to parks and creating regional bike and hiking trails.

POLICY 1.4

Coordinate with existing regional park districts, open space agencies, private sector and nonprofit institutions to acquire and manage a regional greenbelt.

OBJECTIVE 2

DEVELOP AND MAINTAIN A DIVERSIFIED AND BALANCED CITYWIDE SYSTEM OF HIGH QUALITY PUBLIC OPEN SPACE.

POLICY 2.1

Provide an adequate total quantity and equitable distribution of public open spaces throughout the City.

There are two components to this policy. The first is that there should be enough public open space in total to serve the City's population. The second is that public open space should be evenly distributed throughout the city so that people do not have to travel too far to reach them.

OBJECTIVE 4

PROVIDE OPPORTUNITIES FOR RECREATION AND THE ENJOYMENT OF OPEN SPACE IN EVERY SAN FRANCISCO NEIGHBORHOOD.

POLICY 4.6

Assure the provision of adequate public open space to serve new residential development.

The OPEN SPACE element is clear that space be both ample and distributed relative to population centers. Given the recent growth of the area around Rincon Hill, a need has arisen for new open space to serve the neighborhood.

RINCON HILL AREA PLAN

OBJECTIVE 4.1

CREATE A VARIETY OF NEW OPEN SPACES AND COMMUNITY FACILITIES FOR ACTIVE AND PASSIVE RECREATION TO MEET THE NEEDS OF A SIGNIFICANT NEW RESIDENTIAL POPULATION.

OBJECTIVE 4.2

CREATE A NEW NEIGHBORHOOD PARK TO SERVE THE DISTRICT.

By bringing several thousand new residents to the district, new development will create a need for greater open space in the district that must be offset by the creation of new public open space and community facilities. Private development must contribute funding to create public open spaces and community recreation facilities.

Policy 4.1

Purchase parcels of adequate size for a neighborhood park. Parcels that should be prioritized for acquisition include 009, 010, 011, and 018 of Block 3766, at the southeast corner of Harrison and Fremont Streets, currently owned by CalTrans, and Parcel 005 of Block 3749, on

GENERAL PLAN REFERRAL
LEASE OF CALTRANS PROPERTY FOR PARK DEVELOPMENT
CALTRANS OWNED PROPERTY

CASE NO. 2011.0246R

Guy Place, currently a privately-owned vacant lot. Other parcels within the district may also be considered for a neighborhood park if a park of adequate size that is useable for Rincon Hill residents would be feasible on those sites.

The CalTrans parcels may also be suitable for joint development, with housing on the southern portion of the site and public open space in the northern portion, if the design results in improved public open space of a useable size for a neighborhood park.

The Rincon Hill Area Plan called for open space to meet the requirements of the new residents and specifically identified parcel 3766/011 for park purposes.

In sum, while the referral is mainly for the lease, we have considered the use the lease would enable, and the General Plan is in support of that use.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

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

Eight Priority Policies Findings

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

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 adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.

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

The Project would have no adverse effect on the City's housing stock or on neighborhood character. The existing housing and neighborhood character will be not be negatively affected

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

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

GENERAL PLAN REFERRAL
LEASE OF CALTRANS PROPERTY FOR PARK DEVELOPMENT
CALTRANS OWNED PROPERTY

CASE NO. 2011.0246R

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's transit service, overburdening the streets or altering current 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 residential employment and ownership in these sectors be enhanced.

The Project would not significantly affect the existing economic base in this area.

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

The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake.

7. That landmarks and historic buildings be preserved.

The project would not result in the demolition of historic buildings.

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

The Project would have no adverse effect on parks and open space or their access to sunlight and vista. The project would augment the amount of open space available to neighborhood residents and visitors.

| | |
|------------------------|---|
| RECOMMENDATION: | Finding the Project, on balance, in-conformity with the General Plan |
|------------------------|---|

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FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

| | |
|--|--|
| City Elective Officer Information <i>(Please print clearly.)</i> | |
| Name of City elective officer(s): Members, Board of Supervisors | City elective office(s) held: Members, Board of Supervisors |
| Contractor Information <i>(Please print clearly.)</i> | |
| Name of contractor: State of California, acting by and through the Department of Transportation (Caltrans) | |
| <i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i> | |
| Linda Emadzadeh, Chief, Right of Way Airspace, Caltrans | |
| Contractor address: 111 Grand Avenue, Oakland, CA 94612-3771 | |
| Date that contract was approved: <i>(By the SF Board of Supervisors)</i> | Amount of contract: 10 year Lease (\$5,000 (for entire term)) |
| Describe the nature of the contract that was approved: 10 Year lease of real property | |
| Comments: | |

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

| | |
|---|---|
| Filer Information <i>(Please print clearly.)</i> | |
| Name of filer: Angela Calvillo, Clerk of the Board | Contact telephone number: (415) 554-5184 |
| Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102 | E-mail: Board.of.Supervisors@sfgov.org |

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed