

File No. 161345

Committee Item No. 12

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date January 25, 2017

Board of Supervisors Meeting

Date _____

Cmte Board

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<input type="checkbox"/>	<input type="checkbox"/>	Resolution
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
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<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
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<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
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OTHER

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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Health Commission Resolution</u>
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Completed by: Linda Wong

Date January 20, 2017

Completed by: Linda Wong

Date _____

[Lease Disposition and Development Agreement and Ground Lease - Regents of the University of California, San Francisco - New Research Building at Zuckerberg San Francisco General Hospital - Initial Base Rent \$180,000 per Year]

Ordinance approving a Lease Disposition and Development Agreement and 75 year Ground Lease (with option to extend to 99 years) with the Regents of the University of California, San Francisco ("UCSF") for a new research building at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center, with an initial base rent to be paid by UCSF of \$180,000 per year; authorizing the Department of Public Health to accept a \$10,000,000 parking reimbursement contribution upon delivery of the ground lease to UCSF; making findings under the California Environmental Quality Act, findings of conformity with the City's General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); waiving certain provisions of the Administrative Code and Environment Code; and ratifying certain actions taken in connection therewith, 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 ~~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. Project Findings. The Board of Supervisors makes the following findings:

(a) The Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center ("ZSFG") is one of the nation's leading public hospitals and has continuously

1 provided a wide range of ambulatory, emergency, acute care, and trauma services to
2 San Francisco residents for more than one hundred years.

3 (b) The City's Department of Public Health ("DPH") and the Regents of the University
4 of California (the "Regents" or "UCSF") have a long standing affiliation through which UCSF
5 provides physicians and other professional services at ZSFG, making the hospital one of the
6 nation's leading academic medical centers with a top training program for residents and
7 medical students.

8 (c) ZSFG is home to more than 20 UCSF research centers and major laboratories, and
9 over 150 principal UCSF investigators conduct research at the ZSFG campus.

10 (d) The co-location of patient care, teaching, and research activities is critical to the
11 ability to recruit and retain the physician leaders who treat patients at ZSFG.

12 (e) In February 2013, the Mayor and City Administrator established a working task
13 force co-chaired by the San Francisco Public Health Director and the UCSF Chancellor to
14 explore the proposal that UCSF construct a modern academic research building at ZSFG on
15 what is currently a ZSFG surface parking lot (the "Research Facility"), which would allow
16 UCSF to consolidate existing campus research centers and laboratories at ZSFG.

17 (f) DPH and the Regents prepared a non-binding term sheet for the Research Facility
18 (the "Term Sheet"), which the Health Commission endorsed on May 5, 2015 (Resolution
19 No. 15-7) and the Board of Supervisors approved on July 21, 2015 (Resolution 289-15).

20 (g) Consistent with the Term Sheet, the parties have negotiated a lease disposition
21 and development agreement and a long-term ground lease (collectively, the "Transaction
22 Documents"), copies of which are on file with the Clerk of the Board of Supervisors under File
23 No. 161345. The lease disposition and development agreement sets the conditions that must
24 be satisfied before the parties execute and deliver the long-term ground lease, and
25 establishes the conditions and requirements for the Regents' construction of the Research

1 Facility on a portion of the ZSFG campus presently used as a surface parking lot. Under the
2 Transaction Documents, the Regents would develop and operate the Research Facility so
3 that UCSF can consolidate existing ZSFG campus research centers and laboratories in one
4 location, and move staff from older buildings at the ZSFG campus. In connection with the
5 construction of the Research Facility, the Regents will perform certain other improvements
6 that will benefit the ZSFG campus and its users, including a campus street adjacent to
7 Building 5 on the north side of the Research Facility with circulation space, landscaping, a
8 one-way eastbound driveway, surface parking spaces that will be incorporated into the
9 hospital's parking program, relocation of an historic fountain from the site, and landscaping
10 and public sidewalks around the perimeter of the Research Facility, all as more particularly
11 described in the Transaction Documents.

12 (h) Under the ground lease, the Regents will lease the site for a period of 75 years,
13 with an option to extend the term for an additional 24 years. The initial base rent is \$180,000
14 per year, payable monthly, with annual adjustments as described in the ground lease.

15 (i) In accordance with the affiliation agreement between UCSF and DPH dated
16 August 1, 1994 (the "Affiliation Agreement"), UCSF occupies approximately 85,000 square
17 feet of space on the ZSFG campus for faculty research purposes, for which City charges no
18 rent but receives various services and benefits (the "Exchange Space"). All of UCSF's
19 operations presently conducted in the Exchange Space will be moved from existing buildings
20 into the Research Facility, and City will no longer provide rent-free research space to UCSF at
21 the ZSFG campus. The parties agree that the Exchange Space is worth \$765,000 as of the
22 ground lease base year. If the Affiliation Agreement terminates for any reason, UCSF will be
23 required to pay increased base rent to reflect the termination of this offset, as set forth in the
24 ground lease.
25

1 (j) Under the Transaction Documents, UCSF will make an upfront contribution to DPH
2 of \$10,000,000, which the parties agreed is the approximate cost of replacing the parking
3 spaces lost by development of the Research Facility. Before the start of the ground lease, the
4 parties agreed to develop a parking relief plan that incorporates temporary parking
5 opportunities and strategies during the course of construction through the date replacement
6 parking is secured for the ZSFG campus, whether through expansion of the parking garage
7 serving the ZSFG campus or other through other means.

8 (k) The Regents estimates that development of the Research Facility will create
9 approximately 250 construction jobs.

10 Section 2. CEQA Findings.

11 (a) On November 16, 2016, the Regents as lead agency under the California
12 Environmental Quality Act ("CEQA"), California Public Resources Code Sections 21000
13 et seq., and the California Code of Regulations Sections 15000 et seq. ("CEQA Guidelines"),
14 certified the Research Building at ZSFG and the City Parking Garage Expansion Final
15 Environmental Impact Report ("Final EIR"), and adopted CEQA findings in connection with the
16 approval of the Ground Lease and Lease Disposition and Development Agreement for the
17 new Research Facility, including the adoption of mitigation measures, a mitigation monitoring
18 and reporting program, and a statement of overriding considerations related to significant and
19 unavoidable transportation impacts, copies of which are on file with the Clerk of the Board of
20 Supervisors under File No. 161345.

21 (b) The City is a responsible agency as defined by CEQA Guidelines Section 15381
22 and DPH through the Planning Department has complied with the requirements for a
23 responsible agency under CEQA Guidelines Section 15096.

24 (c) The Final EIR has been made available for review by the City and the public and is
25 on file with Diane Wong, Principal Planner/Environmental Coordinator, UCSF Campus

1 Planning, 654 Minnesota Street, San Francisco, California 94143-0286, as the custodian of
2 records. Copies of the Final EIR are also available for review at the San Francisco Public
3 Library (Main Library, Mission branch, Potrero Hill branch, Bernal Heights branch, and Mission
4 Bay branch).

5 (d) On December 6, 2016, at a duly noticed public hearing, the City's Health
6 Commission reviewed and considered the Final EIR and the record as a whole, found the
7 Final EIR adequate for its use as a decision-making body, and adopted specific CEQA
8 findings in Attachment A, including Exhibit 1, a mitigation monitoring and reporting program,
9 and a statement of overriding considerations related to significant and unavoidable
10 transportation impacts, a copy of which is on file with the Clerk of the Board of Supervisors
11 under File No. 161345 (the "CEQA Findings"), to support its recommendation to the Board of
12 Supervisors that it approve the Transaction Documents.

13 (e) The Board of Supervisors has reviewed and considered the Final EIR, the CEQA
14 Findings and related documents, including Health Commission Resolution No. 16-12, and the
15 record as a whole, finds the Final EIR adequate for its use as the decision-making body for
16 approval of the Transaction Documents under CEQA, and adopts and incorporates by
17 reference herein the CEQA Findings, including the statement of overriding considerations and
18 the mitigation monitoring and reporting program. The Board of Supervisors finds that the
19 approval of the Transaction Documents for the Research Facility is within the scope of the
20 project analyzed in the Final EIR.

21 (f) The Board of Supervisors finds that since the City's Health Commission adopted
22 the CEQA Findings, there have been no substantial project changes and no substantial
23 changes in project circumstances that would require major revisions to the Final EIR due to
24 the involvement of the new significant environmental effects or an increase in the severity of
25

1 previously identified significant impacts, and there is no new information of substantial
2 importance that would change the conclusions set forth in the Final EIR.

3 (g) The Board of Supervisors has not identified any feasible alternative or additional
4 feasible mitigation measures within its powers beyond those identified in the Final EIR that
5 would substantially lessen or avoid any significant effect the project would have on the
6 environmental.

7 Section 3. General Plan and Planning Code Section 101.1(b) Findings.

8 (a) The Board of Supervisors finds that the Research Facility will serve the public
9 necessity, convenience, and general welfare for the reasons set forth in Health Commission
10 Resolution No. 16-12 and incorporates those reasons herein by reference.

11 (b) The Board of Supervisors finds that the Transaction Documents are in conformity
12 with the General Plan and the eight priority policies of Planning Code Section 101.1 for the
13 reasons set forth in the Planning Department letter, a copy of which is on file with the Clerk of
14 the Board of Supervisors under File No. _____. The Board hereby adopts these
15 Planning Department findings and incorporates them by this reference.

16 Section 4. Transaction Documents.

17 (a) The Board of Supervisors approves the terms and conditions of the Transaction
18 Documents in substantially the form on file with the Clerk of the Board of Supervisors in File
19 No. 161345.

20 (b) The Board of Supervisors approves and authorizes the execution, delivery and
21 performance by the City of the Transaction Documents, and the Director of Public Health,
22 following consultation with the Director of Real Property and the City Attorney, is authorized to
23 take all actions reasonably necessary or prudent to perform the City's obligations under the
24 Transaction Documents and to enter into any additions, amendments or other modifications to
25 the Transaction Documents that the Director of Public Health determines are in the best

1 interests of the City and that do not materially increase the obligations or liabilities of the City
2 or materially decrease the benefits to the City as provided in the Transaction Documents.

3 Section 5. California Sovereignty and City Contracting Requirements.

4 (a) The California Constitution generally exempts the Regents from compliance with
5 local planning, zoning, redevelopment, and land use regulations (collectively, "Local
6 Regulations"). Accordingly, in constructing the Research Facility on the Premises, the
7 Regents is not required to obtain any regulatory permits from the City, including building
8 permits. Notwithstanding the foregoing, the Regents agree to the limitations on permitted
9 uses of the site and the initial construction and subsequent construction provisions as
10 expressly set forth in the ground lease, including design review requirements for the Research
11 Facility and permitting requirements for ZSFG campus improvements.

12 (b) The Regents agree to pay prevailing wages for all construction, as set forth in the
13 Transaction Documents. The Transaction Documents do not impose on the Regents the local
14 hire requirements of Administrative Code Sections 6.22(g) or 23.62. But the Regents agree to
15 construction hiring goals of 30% of total construction hours to be performed by qualified San
16 Francisco residents, as set forth in the Transaction Documents. The Board of Supervisors
17 waives Administrative Code Sections 6.22(g) and 23.63 to the extent they conflict with the
18 Transaction Documents.

19 (c) As the Regents will follow its own contracting requirements and procedures, the
20 Transaction Documents do not require compliance with (1) Environment Code Sections 700 to
21 713, the Green Building Ordinance, (2) Environment Code Chapter 16, the Food Service
22 Waste Reduction Ordinance, (3) Administrative Code Chapter 12T, the Criminal History in
23 Hiring and Employment Decisions Ordinance, and (4) Administrative Code Chapter 12B and
24 12C, the Nondiscrimination and Equal Benefits Ordinance. The Board of Supervisors waives
25 the above ordinances as applied to the Transaction Documents.


1 Section 6. Board Authorization and Appropriation; Operative Date.

2 (a) By approving the Transaction Documents, the Board of Supervisors authorizes the
3 Controller and DPH to accept the funds paid by the Regents and to appropriate and use the
4 funds for DPH purposes. In particular, the Board authorizes DPH to accept the \$10,000,000
5 parking reimbursement contribution upon delivery of the ground lease to UCSF.

6 (b) This ordinance shall become effective 30 days after enactment. Enactment occurs
7 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not
8 sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the
9 Mayor's veto of the ordinance.

10
11 APPROVED AS TO FORM:
12 DENNIS J. HERRERA, City Attorney

13
14 By:


15 CHARLES SULLIVAN
16 Deputy City Attorney

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LEGISLATIVE DIGEST

[Lease Disposition and Development Agreement and Ground Lease - Regents of the University of California, San Francisco - New Research Building at Zuckerberg San Francisco General Hospital - Initial Base Rent of \$180,000 per Year]

Ordinance approving a Lease Disposition and Development Agreement and 75 year Ground Lease (with option to extend to 99 years) with the Regents of the University of California, San Francisco ("UCSF") for a new research building at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center, with an initial base rent to be paid by UCSF of \$180,000 per year; authorizing the Department of Public Health to accept a \$10,000,000 parking reimbursement contribution upon delivery of the ground lease to UCSF; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); waiving certain provisions of the Administrative Code and Environment Code; and ratifying certain actions taken in connection therewith, as defined herein.

Background Information

The City's Department of Public Health ("DPH") and the University of California at San Francisco ("UCSF") have a long standing affiliation through which UCSF provides physicians and other professional services at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center ("ZSFG"). DPH and UCSF prepared a non-binding term sheet for the terms on which UCSF would construct a new research facility (the "Research Facility") on an existing parking lot (B/C) at the ZSFG campus. The Health Commission endorsed the term sheet on May 5, 2015 (Resolution No. 15-7) and the Board of Supervisors approved it on July 21, 2015 (Resolution 289-15). The parties negotiated a lease disposition and development agreement ("LDDA") and a long-term ground lease consistent with the term sheet, and are now seeking approvals for these agreements. UCSF currently occupies approximately 85,000 square feet of exchange space at the ZSFG campus for faculty research purposes, for which DPH charges no rent but receives various services and benefits under an existing affiliation agreement with UCSF. Under the LDDA and ground lease, UCSF would develop and operate the new Research Facility so that UCSF can consolidate these existing operations and move staff from older buildings at the ZSFG campus.

Approval of Transaction Documents

This ordinance approves the LDDA and ground lease. The LDDA sets forth the conditions on which the City and UCSF will enter into the ground lease and UCSF will construct the Research Facility on the site at no cost to the City. The ground lease sets for the terms on which UCSF will lease the site for a period of 75 years, with an option to extend the term for

an additional 24 years. The initial ground lease base rent is \$180,000 per year, with annual adjustments. If the affiliation between UCSF and DPH ends, the base rent will increase to reflect the elimination of the free 85,000 square feet of space that DPH provides to UCSF under the affiliation agreement. UCSF will make a one-time upfront \$10,000,000 payment to DPH, which the parties agree is the approximate cost of replacing the 130 parking spaces lost by UCSF's development of the Research Facility.

Amendments to Current Law

There are no changes to current law. California Constitution generally exempts UCSF from compliance with local land use regulations. Accordingly, UCSF is not required to obtain regulatory permits, including building permits, from the City for the Research Facility. But UCSF agrees to limits on permitted uses and to design review for the Research Facility, and to follow the City's permit requirements for the ZSFG campus site improvements (i.e., certain improvements to be made outside the leased premises).

UCSF agrees to pay prevailing wages for all construction at the site. The City waives the local hire requirements of Administrative Code Sections 6.22(g) or 23.62, but UCSF agrees to construction hiring goals of 30% of total construction hours to be performed by qualified San Francisco residents. As UCSF will follow its own contracting requirements and procedures, the LDDA and ground lease do not require compliance with (1) Environment Code Sections 700 to 713, the Green Building Ordinance, (2) Environment Code Chapter 16, the Food Service Waste Reduction Ordinance, (3) Administrative Code Chapter 12T, the Criminal History in Hiring and Employment Decisions Ordinance, and (4) Administrative Code Chapter 12B and 12C, the Nondiscrimination and Equal Benefits Ordinance. The Board of Supervisors waives the above ordinances, as applicable.

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Item 12
File 16-1345

Department:
Department of Public Health (DPH)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed ordinance would (i) authorize a Lease Disposition and Development Agreement and 75 year Ground Lease (with option to extend to 99 years) between UCSF and the City for a new research building at the San Francisco General Hospital (ZSFG) campus, with an initial base rent to be paid by UCSF of \$180,000 per year; (ii) authorize the DPH to accept a \$10,000,000 parking reimbursement contribution from UCSF upon delivery of the ground lease to UCSF; (iii) make findings under the California Environmental Quality Act (CEQA), findings of conformity with the City's General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); and (iv) waive certain provisions of the Administrative Code and Environment Code; and ratify certain actions already taken

Key Points

- UCSF plans to build a new Research Facility at the site of a surface parking lot on the ZSFG campus. Under the Lease Disposition and Development Agreement, as well as the long-term Ground Lease, UCSF will develop and operate the Research Facility so that UCSF can consolidate existing ZSFG campus research centers and laboratories in one location, and move staff from older buildings at the ZSFG campus. UCSF is self-financing the construction costs, which are projected to be \$187 million.

Fiscal Impact

- UCSF will pay rent to DPH of \$180,000 per month, increasing by 1.75 percent per year. Rent will be adjusted to market rate in the 20th, 45th, and 60th years of the lease, subject to a 5 percent per year cap.
- UCSF will make an upfront contribution to DPH of \$10 million for expansion of the parking garage, which UCSF and DPH agreed is the approximate cost of replacing the 130 parking spaces lost by development of the Research Facility.

Policy Consideration

- As a non-private entity, UCSF is exempt from property taxes estimated to be \$1.87 million annually, using a tax rate of 1 percent of the estimated construction value of \$187 million for the new Research Facility. In addition, UCSF is exempt from paying development fees. Total estimated development impact fees for a similar construction by a private entity would range from \$6,398,000 to \$7,769,751.
- Benefits of the project include (a) development of the Research Facility at a location that would otherwise remain a surface parking lot and (b) vacation of UCSF's existing space on the ZSFG campus upon completion of the Research Facility, which will become available for other uses.

Recommendation

- Approval of the proposed ordinance is a policy matter for the Board of Supervisors.

MANDATE STATEMENT

City Charter Section 9.118(c) states that any lease of real property for a period of ten or more years, or having anticipated revenue to the City and County of \$1 million or more is subject to Board of Supervisors approval.

BACKGROUND

The Department of Public Health (DPH) and the Regents of the University of California (UCSF) have a long standing affiliation through which UCSF provides physicians and other professional services at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital (ZSFG). ZSFG is home to more than 20 UCSF research centers and major laboratories, and over 150 principal UCSF investigators for conducting research at the ZSFG campus. In order to comply with University of California seismic requirements¹, UCSF intends to enter into a long term ground lease with the City to lease a surface parking lot on the ZSFG campus to develop and operate a modern research facility. The proposed UCSF research building would meet UC seismic safety requirements and centralize the research efforts that are currently spread throughout nine buildings leased by UCSF at ZSFG.

In February 2013, the Mayor and City Administrator established a working task force co-chaired by the Director of the Department of Public Health and the UCSF Chancellor to explore the proposal that UCSF construct a modern academic research building (the "Research Facility") on the B/C Parking Lot on the ZSFG campus, which would allow UCSF to consolidate existing campus research centers and laboratories at ZSFG. DPH and UCSF prepared a non-binding term sheet for the Research Facility, which the Health Commission endorsed on May 5, 2015 (Resolution No. 15-7) and the Board of Supervisors endorsed on July 21, 2015 (Resolution 289-15).

DETAILS OF PROPOSED LEGISLATION

The proposed ordinance would (i) authorize a Lease Disposition and Development Agreement and 75 year Ground Lease (with option to extend to 99 years) between UCSF and the City for a new research building at ZSFG, with an initial base rent to be paid by UCSF of \$180,000 per year; (ii) authorize the DPH to accept a \$10,000,000 parking reimbursement contribution from UCSF upon delivery of the ground lease to UCSF; (iii) make findings under the California Environmental Quality Act (CEQA), findings of conformity with the City's General Plan, and with the eight priority policies of Planning Code, Section 101.1(b)²; and (iv) waive certain provisions of the Administrative Code and Environment Code; and ratify certain actions already taken.

¹ Buildings that currently house UCSF staff were found to be seismically vulnerable per the University of California's Seismic Safety Policy.

² The Eight Priorities of City Planning Code Section 101.1 include: (1) existing neighborhood-serving retail uses be preserved and enhanced, and future opportunities for resident employment in and ownership of such businesses enhanced; (2) existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods; (3) the City's supply of affordable housing be preserved and

Under the Lease Disposition and Development Agreement, as well as the long-term ground lease, UCSF will develop and operate the Research Facility so that UCSF can consolidate existing ZSFG campus research centers and laboratories in one location, and move staff from older buildings at the ZSFG campus.

UCSF is self-financing the construction costs, which is projected to be \$187 million and includes construction, fixtures, furniture, and equipment. If the proposed ordinance is approved, building construction is anticipated to begin in 2019 and end in 2021 (early end date) or in 2022 (late end date).

Ground Lease Terms

The existing agreement governing the affiliation between ZSFG and UCSF requires DPH to provide UCSF with 85,000 square feet of faculty research space on the ZSFG campus rent-free in exchange for UCSF to pay for certain administrative costs, such as medical liability insurance, incurred by UCSF in providing physicians to ZSFG. Under the proposed ground lease, UCSF will lease 51,475 square feet of land, currently used as the B/C Parking Lot, from the City in order to construct the Research Facility. Upon completion of the Research Facility, UCSF will vacate and surrender to the City much of the space presently occupied by UCSF faculty and staff on the ZSFG campus, including all of the 85,000 square feet of rent-free faculty research space provided by DPH pursuant to the affiliation agreement, and relocate from such space into the Research Facility.

Table 1 below summarizes the major provisions of the proposed ground lease, which are consistent with the term sheet previously endorsed by the Board of Supervisors.

enhanced; (4) commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking; (5) 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; (6) the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake; (7) landmarks and historic buildings be preserved; and (8) parks and open space and their access to sunlight and vistas be protected from development.

**Table 1: Summary of Major Terms and Conditions of Ground Lease
Between UCSF and the City**

Location	51,475 square feet, currently used as surface parking (B/C Parking Lot), located at 1001 Potrero Avenue
Ground Lease Term	75 years from 2017 to 2042.
Option to Extend	24 years, from 2042 to 2066, for a total ground lease term of 99 years
Annual Base Rent Payable by UCSF to DPH	\$180,000
Annual Rent Increases	Annual increases of 1.75%
Rent Reset to Prevailing Market Rate	Years 20, 45, 60
Cap on Rent Reset to Prevailing Market Rate³	5% per year, non-cumulative
Rent on Exercise of Option to Extend	Prevailing Market Rate
Parking Impact	Development of the B/C Parking Lot will displace 130 existing parking spaces. UCSF will make a \$10 million contribution to DPH to fund replacement parking spaces in the proposed parking garage expansion.
Utilities & Services	UCSF will pay for all utilities, permits, installations, repair, and maintenance.
Sidewalk Maintenance	Following completion of the ZSFG Campus Improvements, UCSF will be responsible for ongoing maintenance of certain sidewalks included in such improvements.

According to Mr. Mark Primeau, Capital Integration Advisor to the DPH Director, UCSF requested the lease term duration to be 99 years in order to qualify for tax-exempt financing at a lower rate of interest than non-tax exempt financing. Consequently, UCSF and DPH negotiated the 75-year base lease term with a 24 year option to extend in order to meet UCSF's tax-exempt financing requirement for the project.

Current Site and Development Agreement

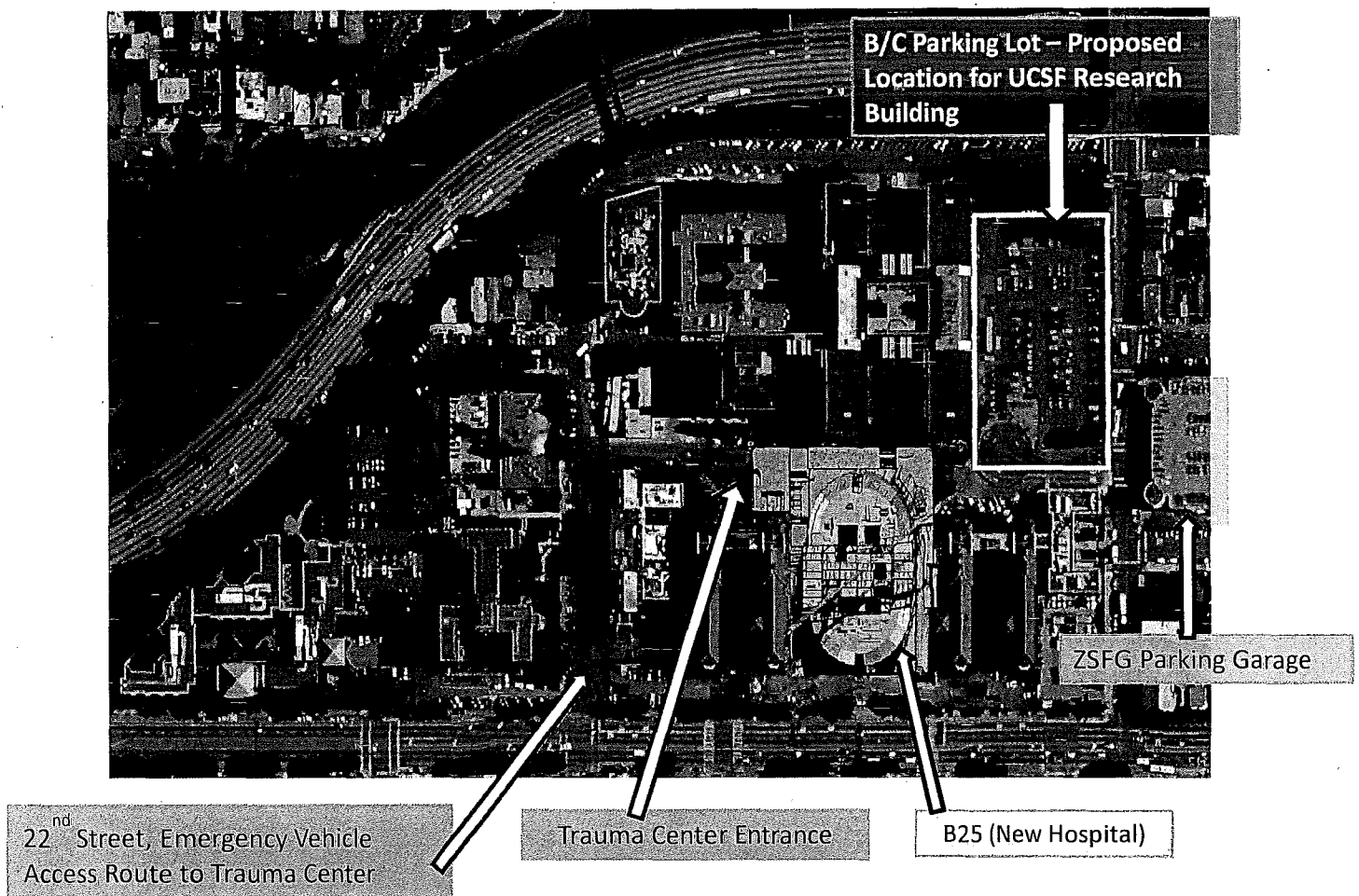
Under the proposed Lease Disposition and Development Agreement, UCSF will develop a 175,000 gross square foot (GSF) Research Facility located at 1001 Potrero Ave. Table 2 below summarizes the description of the proposed Research Facility under the Lease Disposition and Development Agreement:

³ Rent in the 20th year would be increased up to 200 percent of base rent; rent in the 45th year would be increased up to 225 percent of the rent in the 20th year; and rent in the 60th year would be increased up to 175 percent of rent in the 45th year.

Table 2: Summary Description of Proposed UCSF Research Facility

Purpose	Provide contemporary research and support space at ZSFG for UCSF faculty and staff. Replace and vacate existing space at ZSFG, in order to comply with UC Seismic Policy
Wet Labs	75,000 Gross Square Feet
Dry Labs	100,000 Gross Square Feet
Total Area	175,000 Gross Square Feet
Height and Massing	5 story building, approximately 80' tall and mechanical equipment penthouse
Building Population	Approximately 800 people
Buildings to be Vacated	Buildings 1, 9, 10, 20, 30, 40, 100 vacated by UCSF
Buildings to be Relocated	Buildings 80/90 UCSF occupants relocate to Building 5 after City retrofit
Buildings to Remain	Building 3 UCSF occupants to remain

In connection with the construction of the Research Facility, UCSF will perform certain other improvements that will benefit the ZSFG campus and its users, including a campus street adjacent to Building 5 of the main hospital on the north side of the new research facility with circulation space, landscaping, a one-way eastbound driveway, surface parking spaces that will be incorporated into the hospital's parking program, relocation of a historic fountain from the site, and landscaping and public sidewalks around the perimeter of the Research Facility building. The exhibit below illustrates the proposed location for the new UCSF Research Facility building.

Exhibit: Proposed Location for UCSF Research Facility**California Environmental Quality Act (CEQA) Findings and City's General Plan**

The Health Commission has approved the final Environmental Impact Report and adopted CEQA findings. The proposed ordinance would find that the Lease Disposition and Development Agreement are within the scope of the new UCSF Research Facility Project analyzed in the CEQA findings and the Planning Commission's findings that the Project is consistent with the City's General Plan, and with the eight priority policies of Planning Code, Section 101.1(b), as previously approved by the Board of Supervisors.

Waiver of Certain Provisions of the Administrative Code and Environment Code

The California Constitution generally exempts UCSF from compliance with local planning, zoning, redevelopment, and land use regulations. However, UCSF has agreed to comply with City requirements for exterior improvements, including a campus street adjacent to Building 5 on the north side of the Research Facility with circulation space, landscaping, a one-way eastbound driveway, surface parking spaces that will be incorporated into ZSFG's parking program, relocation of a historic fountain from the site, and landscaping and public sidewalks around the perimeter of the Research Facility. In addition, UCSF has agreed to limitations on

permitted use and design review, as well as permitting requirements for campus improvements.

The proposed ordinance would waive Administrative Code Sections 6.22(g) and 23.62 on local hiring. However, UCSF has agreed to local hiring goals of 30 percent of total construction hours to be performed by qualified San Francisco residents. Table 3 below summarizes the other Administrative and Environment Code provisions that would be waived and the equivalent University of California policies that will serve as guidelines for UCSF under its Constitutional requirements.

Table 3: Summary of Waived City Codes and Comparable University of California Policies

Waived City Code	Comparable University of California Policy
Environment Code Sections 700 to 713, the Green Building Ordinance	Policy Sustainable Practices; includes Green Building Design, Minimum of USGBC LEED Silver, climate protection, sustainable transportation.
Environment Code Chapter 16, the Food Service Waste Reduction Ordinance	Policy of Sustainable Practices; Sustainable Food Services, Sustainable Water Systems, Environmental Preferable purchasing practices and Recycling and Waste Management policies.
Administrative Code Chapter 12T, the Criminal History in Hiring and Employment Decisions Ordinance	The University has no strong equivalent to this Ordinance, but has clearly established hiring guidelines and opportunities to dispute decisions in the hiring process.
Administrative Code Chapter 12B and 12C, the Nondiscrimination and Equal Benefits Ordinance	Policy Nondiscrimination and Affirmative Action Policy regarding academic and staff employment.

FISCAL IMPACT—

The Board of Supervisors endorsed a non-binding term sheet on July 21, 2015 (Resolution 289-15) for the Ground Lease agreement between UCSF and the City on the B/C Parking Lot at the ZSFG campus. The proposed ground lease provides for annual rent for the lease of \$180,000 or \$15,000 per month payable by UCSF to DPH, increasing by 1.75 percent each subsequent year, which is consistent with the term sheet previously endorsed by the Board of Supervisors.

Fair Market Value of Rent

According to Mr. John Updike, Director of Real Estate, two appraisals were conducted by UCSF and the City in 2013 in order to determine the fair market value of rent for the lease. UCSF's and the City's property appraisals identified a comparable site in San Francisco, located at 329/333 Brannan Street which sold in December 2012, for purposes of establishing an initial value for the ZSGH B/C Parking Lot. The Brannan Street site (35,700 square foot lot) had a planned build out of similar size (175,000 square feet) to the planned UCSF Research Facility and was priced at \$105 square feet. The City Real Estate Director and DPH staff applied

adjustments to the \$105 square feet to account for site demolition and hazardous materials to arrive at a cost of \$93 per square feet, which resulted in an annual base rent of \$1,017,187⁴.

As previously stated, the existing affiliation agreement between the City and UCSF requires that the City provide to UCSF approximately 85,000 square feet of space within the San Francisco General Hospital Campus at no rent, which would be vacated by UCSF when the Research Facility is completed. The value of the rent for the 85,000 square feet was established at \$765,000 annually and when deducted from the \$1,017,187 appraised value of rent for the B/C Parking Lot. This results in a net base rent of \$252,187. The Director of Real Estate and DPH then made further adjustments of \$72,187 to account for site conditions and improvements that would benefit the City to arrive at the annual base rent of \$180,000 payable by UCSF to DPH for the B/C Parking Lot. According to Mr. Updike, the opportunity value of recapturing approximately 85,000 square feet of space within the ZSFG campus that can be repurposed for other functions was taken into account, such as the current negotiations to locate the Blood Centers of the Pacific and Blood System Research Institute to the ZSFG campus.

The 1.75 percent annual rent increases and 5 percent cap on market resets were negotiated by UCSF and the City with input from independent appraisers hired by each party, and were approved by the Board of Supervisors when the term sheet was endorsed by the Board on July 21, 2015 (Resolution 289-15).

Parking Garage Expansion

The San Francisco Municipal Transportation Agency (SFMTA) and DPH have evaluated expansion of the 807 space parking garage on the ZSFG campus, located at 2500 24th Street between Utah and San Bruno Avenue, to add up to 362 new parking spaces totaling 1,169 spaces, which was presented to the SFMTA's Board of Directors Policy and Governance Committee on February 20, 2015. UCSF will make an upfront contribution to DPH of \$10 million for expansion of the parking garage, which UCSF and DPH agreed is the approximate cost of replacing the 130 parking spaces lost by development of the Research Facility. According to a valuation analysis conducted by the Controller's Office, the cost of building each parking space in a proposed expansion of the existing ZSFG Parking Garage is approximately \$78,000 per stall. The proposed Research Facility would displace approximately 130 existing parking places on the B/C Parking Lot. UCSF and DPH negotiated the \$10 million amount, which is approximately equal to \$78,000 per space for 130 displaced parking spaces.

According to Mr. Primeau, ongoing discussions are being held between DPH and SFMTA on determining sources of funds and financial modeling to support a future revenue bond that would provide funding for the design and construction of the garage expansion.

As a condition to the City's agreement to lease a portion of the surface parking lot to UCSF for the development and operation of the new Research Facility, UCSF will continue to cooperate with DPH to identify and implement temporary strategies to minimize the adverse impact on patients and visitors through the date replacement parking is secured for the ZSFG campus.

⁴ \$1,017,187 equals 175,000 square feet x \$93/square feet x 6.25% (estimated interest rate)

UCSF and DPH will be developing a Parking Relief Plan that is required as part of the close of escrow of the development agreement. The plan will address temporary parking relief strategies during construction on the ZSFG campus, shuttle service, as well as the preservation of a number of existing Americans with Disabilities Act (ADA) and patient parking spaces on the B/C Parking Lot during construction.

POLICY CONSIDERATION

Exemption from Property Taxes and Development Fees

As a non-private entity, UCSF is exempt from property taxes estimated to be \$1.87 million annually, using a tax rate of one percent of the estimated construction value of \$187 million for the new Research Facility.⁵ In addition, UCSF is exempt from paying development fees. According to Dan Sider, Special Advisor for Special Projects at the Planning Department, total estimated development impact fees for a similar construction by a private entity would range from \$6,398,000 (low end) to \$7,769,751 (high end).

According to Mr. Primeau, based on discussions between UCSF, DPH and the Assessor's Office, the proposed Ground Lease provides for payment of possessory interest taxes by any non-tax exempt entity that may sublease Research Facility space from UCSF.

Benefits of Proposed Research Facility to the City

Upon completion of the Research Facility, UCSF will vacate and surrender to the City much of the space presently occupied by UCSF faculty and staff on the ZSFG campus, including all of the 85,000 square feet of rent-free faculty research space provided by DPH pursuant to the affiliation agreement, and relocate from such space into the Research Facility. DPH would renovate and seismically upgrade the vacated buildings as funds become available. DPH is also exploring possible long-term leases with third parties that could be co-located on the ZSFG campus, such as medical support services, Blood Centers of the Pacific and Blood System Research Institute, and other research entities.

In addition, Mr. Primeau advises that the availability of modern research space for faculty on the hospital campus aids in the recruitment and retention of top ZSFG clinicians and supports ZSFG's mission to provide quality healthcare and trauma care. ZSFG is staffed by UCSF faculty physicians who also teach and conduct research at ZSFG. According to Mr. Primeau, ZSFG must maintain robust, bench-to-bedside research and teaching programs in order to earn and retain the Level 1 Trauma Center designation, a rank reserved by the American College of Surgeons for the highest-quality, most comprehensive trauma treatment centers. ZSFG is the only Level 1 Trauma Center in the San Francisco Bay Area region, serving over 4,000 trauma patients per year. Level 1 Trauma Centers are able to cover mass casualties resulting from earthquakes or other similar disasters.

According to Mr. Primeau, if the proposed Research Facility is not built, the site would remain a surface parking lot for patients, staff and visitors to the ZSFG campus.

⁵ The one percent tax rate does not include increases to the property tax rate due to bonded indebtedness.

Summary

In summary, the proposed ordinance (1) approves the Lease Disposition and Development Agreement between UCSF and the City, in which UCSF fully funds the estimated \$187 million development of the Research Facility; (2) approves the Ground Lease between UCSF and the City; (3) authorizes the City to accept \$10 million from UCSF to fund 130 replacement parking spaces as part of the ZSFG parking garage expansion; (4) waives certain provisions of the City's Administrative and Environment Codes; and (5) makes findings under CEQA, findings of conformity with the City's General Plan and the eight priority policies of the Planning Code. As noted above, the terms of the proposed Ground Lease between the City and UCSF are consistent with the term sheet previously endorsed by the Board of Supervisors. However, although UCSF agrees to implement practices that are similar to City municipal code requirements, the Budget and Legislative Analyst considers approval of the proposed ordinance to be a policy matter for the Board of Supervisors because the Ground Lease waives provisions of the City's Environment and Administrative Codes.

RECOMMENDATION

Approval of the proposed ordinance is a policy matter for the Board of Supervisors.

LEASE DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation,

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

For the delivery of a leasehold estate in real property
comprising a portion of the campus of
The Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center
in San Francisco, California,
for the construction of a research facility and related site improvements

Dated as of _____

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LIST OF ATTACHMENTS

<u>Attachments</u>	<u>Description</u>
A-1	Legal Description of Research Facility Site
A-2	Site Plan
A-3	Depiction of ZSFG Campus Improvements Site
A-4	Depiction of Utility Installation Site
B	Parking Relief Plan Considerations
C-1	Initial Research Building Scheme
C-2	Applicable Codes and Requirements for Research Facility Building
D-1	Applicable Improvement and Mitigation Measures (Construction)
D-2	General Plan Referral Conditions
E	Form of Termination of LDDA
F	Schedule of Performance
G	Form of Ground Lease
H	Form of Memorandum of Lease
I	Permitted Title Exceptions
J	Form of Construction License
K	Form of LDDA Permit to Enter
L	Form of Memorandum of Agreement
M	Form of Utility Easement Agreement
N	Form of Loading Dock Easement Agreement
O	Description of Workforce Development Program

LEASE DISPOSITION AND DEVELOPMENT AGREEMENT

THIS LEASE DISPOSITION AND DEVELOPMENT AGREEMENT (this "Agreement" or this "LDDA"), dated for reference purposes as of _____, 20____, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("**University**"). City and University are sometimes each individually referred to herein as a "Party" and collectively referred to as the "**Parties.**"

RECITALS

THIS AGREEMENT is made with reference to the following facts and circumstances:

A. City owns in fee all of that certain real property comprising the campus of the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center ("**ZSFG**"), located in San Francisco, California. The land that is the subject of this Agreement is (i) a portion of the ZSFG campus, and is described on the attached Attachment A-1 and shown on the attached Attachment A-2 (the "**Research Facility Site**"), (ii) an adjacent portion of the ZSFG campus generally depicted on the attached Attachment A-3 (the "**ZSFG Campus Improvements Site**"), and (iii) an adjacent portion of the ZSFG campus generally depicted on the attached Attachment A-4 (the "**Utility Installation Site**"). The Research Facility Site, ZSFG Campus Improvements Site and Utility Installation Site are sometimes collectively referred to as the "**Site**" or the "**Property.**"

B. University desires to obtain a long-term ground leasehold interest in the Research Facility Site in order to develop, construct, operate, and occupy a modern research facility for University's research activities and uses approved under the Ground Lease (as defined below) (the "**Research Facility**" or "**Research Facility Building**"). In order to develop the Research Facility Building, the Parties anticipate that University will install certain utility connections within the Utility Installation Site.

C. In connection with the construction of the Research Facility, University will perform certain other improvements on the ZSFG Campus Improvements Site that will benefit the ZSFG campus and its users, including University, including a campus street adjacent to and south of Building 5 of the ZSFG campus on the ZSFG Campus Improvements Site on north side of the new Research Facility Site, with circulation space, landscaping, a one-way eastbound driveway, surface parking spaces that will be incorporated into the hospital's parking program, relocation of a historic fountain from the site, and landscaping and public sidewalks around the perimeter of the Research Facility Building (collectively, the "**ZSFG Campus Improvements**").

D. University will entitle the Research Facility itself on the Research Facility Site pursuant to its exemption from local land use control and as the building official for plan check and inspection, but in general conformity with the proposed height, bulk, massing and setbacks described in this LDDA. University will construct the ZSFG Campus Improvements on the ZSFG Campus Improvements Site in accordance with local requirements and codes, including the San Francisco Building Code, as described in this LDDA.

E. The Parties now desire to enter into this Agreement to set forth the terms and conditions upon which the City would grant a leasehold estate in the Research Facility Site to University pursuant to a long term ground lease (the "**Ground Lease**") and University would develop the Research Facility Site

and perform the improvements to the ZSFG Campus Improvements Site, and own, operate, and occupy the Research Facility Building.

AGREEMENT

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

1. GENERAL: PARTIES, TERM, DEFINITIONS, GROUND LEASE, AND PAYMENTS

1.1 University

University is The Regents of the University of California, a public corporation.

1.2 City

City is the City and County of San Francisco, a municipal corporation.

1.3 Research Facility Site; ZSFG Campus Improvements Site; Utility Installation Site

The Research Facility Site is located in the City and County of San Francisco, and is more particularly described in the legal description attached as Attachment A-1 and depicted on the Site Plan attached as Attachment A-2. The ZSFG Campus Improvements Site is located adjacent to the Research Facility Site, as generally depicted on Attachment A-3, and the Utility Installation Site is also located adjacent to the Research Facility Site, as generally depicted on Attachment A-4. Upon City's approval of the 100% Construction Documents for work on the ZSFG Campus Improvements that will be constructed on the ZSFG Campus Improvements Site, as provided in Section 5.3, the Parties shall modify the legal description of the Research Facility Site to the extent required to remove from the description of the Research Facility Site any portion of any parking space to be constructed as part of the ZSFG Campus Improvements, and Exhibit A to the Ground Lease and Memorandum of Lease shall be correspondingly corrected.

1.4 Term of this Agreement

The term of this Agreement shall be from the Effective Date until Completion of the Project pursuant to Article 6 hereof, unless this Agreement is earlier terminated in accordance with its provisions (the "LDDA Term").

1.5 Definitions

Initially capitalized terms used in this Agreement are defined in Article 14 or have the meanings given them when first defined. The Recitals are incorporated into this Agreement by reference. Any initially capitalized words or acronyms used but not defined in this Agreement shall have the meanings given them in the Ground Lease.

1.6 Relationship of this Agreement to Ground Lease

This Agreement (i) provides for an agreement by the City to lease the Research Facility Site to University under the Ground Lease subject to certain conditions precedent, and (ii) governs development of the Research Facility Site and performance of the ZSFG Campus Improvements on the ZSFG Campus Improvements Site during the LDDA Term. It addresses, among other matters, the Delivery of the

Property, and the scope of University's obligations to design, develop and construct the Research Facility and ZSFG Campus Improvements (collectively, the "**Project**") and to obtain Project approvals in accordance with this Agreement (the "**University Work**"), and the schedule of performance for such obligations. If the conditions for the Close of Escrow or Project Approvals as set forth in Article 2 of this Agreement are satisfied, then the City will ground lease the Research Facility Site to University under the Ground Lease, which shall be in the form attached as Attachment G, and which will govern University's occupancy and use of the Research Facility. During the LDDA Term, this Agreement shall control in the event of any inconsistency between this Agreement and the Ground Lease. Upon University's Completion of the Project in accordance with the terms of Article 6, this Agreement will terminate in its entirety except solely the provisions, which, by their terms, expressly survive Completion. Completion will be determined as provided in Section 6.1 and Section 6.2. Except with respect to those terms that expressly survive Completion, from and after Completion, the Ground Lease alone will govern the rights and obligations of the Parties with respect to use and occupancy of the Research Facility Site.

1.7 Parking Replacement Contribution

The Parties acknowledge that development of the Research Facility on the Research Facility Site will result in loss of existing parking spaces used by patients, staff and visitors to the ZSFG campus. As a condition to City entering into the Ground Lease, University shall make contribution to City of Ten Million Dollars (\$10,000,000) (the "**Parking Reimbursement Contribution**"), which the Parties agree is roughly equivalent to the cost of replacing the parking spaces lost by development of the Research Facility. The Parking Reimbursement Contribution shall be paid to City at Close of Escrow, and City shall hold the Parking Reimbursement Contribution in a segregated account until Completion of Construction as provided below. If this LDDA and the Ground Lease is terminated following Close of Escrow but prior to completion of the Project, City shall promptly refund the Parking Reimbursement Contribution to University.

2. DISPOSITION OF LEASEHOLD ESTATE; ESCROW

2.1 Execution of Transaction Documents

Subject to satisfaction of all applicable conditions to the Close of Escrow, University and City each agree to execute subject to the terms hereof, the Ground Lease, a memorandum of ground lease, and certain other documents referred to herein to be executed and delivered or recorded by the Parties hereunder.

2.2 Parking Relief Plan

Prior to Close of Escrow the Parties shall jointly develop a parking relief plan ("**Parking Relief Plan**") that incorporates temporary parking opportunities and strategies that the Parties will implement during the course of construction of the Project through the date replacement parking is secured for the ZSFG campus, whether through expansion of the parking garage serving the ZSFG campus or other through other means. The Parking Relief Plan will incorporate, but not be limited to, the strategies outlined in Attachment B. Following development of the Parking Relief Plan, the Parties will execute a memorandum memorializing the Parking Relief Plan, which shall be attached to the Ground Lease as an exhibit (the "**Memorandum of Parking Relief Plan**").

2.3 Escrow

(a) **Opening of Escrow at the Request of Either Party.** At the request of either City or University, University shall open an escrow for the Delivery of the Property (the "**Escrow**") with

the local (San Francisco) office of such title company as University may select and City may find reasonably satisfactory ("**Title Company**"). In the absence of a formal escrow, the Parties agree that counsel for City shall act as escrow holder for the Delivery of the Property.

(b) **Close Date.** The Close of Escrow shall occur on a date (the "**Close Date**") designated by University upon not less than thirty (30) days written notice to City, provided such Close Date shall be within the period provided for close of escrow in the Schedule of Performance (unless otherwise agreed by the Parties in writing), and shall not occur earlier than the date by which all of the conditions precedent described in Sections 2.4 and 2.5 are either satisfied or waived by the Party that is benefited by such conditions. University acknowledges that the Research Facility Site and portions of the ZSFG Campus Improvements Site are presently improved with and used for a surface parking lot for patients, staff and visitors to the ZSFG campus, and that City will require advance notice of the date on which such surface parking lot will no longer be available, as provided in the LDDA. Accordingly, City and University will coordinate to establish the Close Date to allow reasonable notice to the parties using the surface parking lot and implementation of the Parking Relief Plan.

(c) **Joint Escrow Instructions.** Not later than thirty (30) days before the Close Date, University shall prepare and submit to City for review and approval joint escrow instructions as are necessary and consistent with this Agreement. If the joint escrow instructions are acceptable to City, City shall execute and transmit the instructions to the Title Company not later than five (5) days prior to the Close Date. If the joint escrow instructions are not acceptable to City, City shall inform University in writing of the reasons for City's determination that the instructions are not acceptable within five (5) business days of receipt and University shall revise such joint escrow instructions accordingly and shall resubmit the same to City for review and execution in accordance with this Section 2.3(c). The foregoing process shall continue until such time as the Parties have mutually approved joint escrow instructions consistent with this Agreement.

(d) **Costs of Escrow.** City shall not be required to pay any costs or expenses for or related to the Escrow. University shall pay all fees, charges, costs and other amounts necessary for the Close of Escrow, including, but not limited to, any escrow fees, the costs of any title reports, surveys, inspections or premiums for any title insurance policies and endorsements obtained by University, recording fees, if any, and transfer taxes, if any (together, "**Closing Costs**"). University shall pay any Closing Costs within the times necessary for the Close of Escrow, as set forth in a closing statement prepared by the Title Company and approved by University prior to the Close Date (the "**Closing Statement**").

2.4 Conditions to City's Obligation to Close of Escrow

(a) **City's Conditions Precedent.** The following are conditions precedent to City's obligation to approve of the Close of Escrow and thereby Deliver the Property to University under the Ground Lease:

(i) No uncured Event of Default (or Unmatured Event of Default) exists on University's part under this Agreement and University has not terminated this Agreement pursuant to Section 3.4 or otherwise.

(ii) City shall have approved those aspects of the Design Documents (as defined in Section 5.2) that are required under Article 5 to be approved by City and detailed plans and specifications for the ZSFG Campus Improvements prior to the Close of Escrow.

(iii) The Parties shall have agreed upon the Parking Relief Plan pursuant to Section 2.2 and University shall have submitted into Escrow the documents described in Section 2.6(b)(ii), duly executed and where required acknowledged by University.

(iv) University shall have obtained all Regulatory Approvals (to the extent required to begin construction of the Improvements and to the extent applicable to University as set forth herein) and such Regulatory Approvals shall be Finally Granted. Building Permits, or, in the case of the Site Permit Process, the Site Permit and any addendum or addenda to the Site Permit, which are required for the commencement of Construction of the Improvements (as applicable to University) shall have been Finally Granted.

(v) University shall have in place all insurance required under this Agreement, the Ground Lease and the Construction License and shall have deposited evidence thereof into Escrow, or University shall have confirmed that University will self-insure for the required coverage.

(vi) City shall have reviewed the Design Documents and confirmed that, in its reasonable good faith judgment, such documents provide that the ZSFG Campus Improvements will be constructed in accordance with DPW Standards (as defined in Section 5.1(f)).

(vii) City's Board of Supervisors authorizations and approvals required for this Agreement, the Ground Lease, and, any other agreements contemplated by this Agreement to be executed by City that require such approval, shall have been completed and shall have become and remain effective, and such approvals shall be Finally Granted.

(viii) The Board of Regents of the University of California authorizations and approvals required for this Agreement, the Ground Lease, and, any other agreements contemplated by this Agreement to be executed by University that require such approval, shall have been completed and shall have become and remain effective, and such approvals shall be Finally Granted.

(ix) City and University shall have agreed upon the legal description for the Research Facility Site.

(x) University shall have deposited the Parking Reimbursement Contribution into Escrow in accordance with Section 2.6(b)(ii) below.

(b) Satisfaction of City's Conditions. The conditions precedent set forth above are intended solely for the benefit of City. If any such condition precedent is not satisfied on or before the Close Date, subject to Force Majeure and Litigation Force Majeure delay as provided in Section 12.1, City, acting through the Director of Property, in consultation with Director of Public Health, shall have the right in its sole discretion to (i) waive in writing the condition precedent in question and proceed with the Close of Escrow, (ii) terminate this Agreement, in which event neither Party shall have any further obligations hereunder except for those obligations which expressly survive the termination of this Agreement (or which survive any permit or other agreement entered into the Parties); provided, however, that if any such condition precedent is not satisfied due to a default by a Party of any express obligations under this Agreement, the nondefaulting Party shall have the right to exercise all of its rights and remedies hereunder, or (iii) extend the Close Date for a reasonable period of time specified in writing by City, not to exceed sixty (60) days, to allow such conditions precedent to be satisfied, subject to City's right to terminate this Agreement in accordance with the foregoing item (ii) upon the expiration of the period of any such extension if all such conditions precedent have not been satisfied.

2.5 Conditions to University's Obligation to Close Escrow

(a) **University's Conditions Precedent.** The following are conditions precedent to University's obligation to approve the Close of Escrow and thereby (i) accept Delivery of the Property, (ii) construct the ZSFG Campus Improvements on the ZSFG Campus Improvements Site, and (iii) perform any contemplated work on the Utility Installation Site:

(i) No uncured Event of Default (or Unmatured Event of Default) exists on City's part under this Agreement and University has not terminated this Agreement pursuant to Section 3.4 or otherwise.

(ii) Title Company shall be irrevocably committed to issue to University, upon payment by University of the premium thereunder, the title insurance policy required by Section 2.8(a)(i) to be delivered to University, and University shall have approved the title condition of the Utilities Installation Site and the Research Facility Site as provided in Section 2.7.

(iii) There shall have been no Adverse Change (as defined in Section 3.1(a)(ii)).

(iv) All Regulatory Approvals required to commence construction of the Project shall have been issued without any conditions that are unacceptable to University, in its reasonable discretion, and such Regulatory Approvals shall be Finally Granted.

(v) All Building Permits that are required for the commencement of construction of the ZSFG Campus Improvements shall have been Finally Granted, and City shall have executed any such permits that City is required to execute as co-permittee.

(vi) The Parties shall have agreed upon the Parking Relief Plan pursuant to Section 2.2 and City shall have submitted into Escrow the documents described in Section 2.6(b)(i), duly executed and where required acknowledged by City.

(vii) City's Board of Supervisors authorizations and approvals required for this Agreement, the Ground Lease, and, any other agreements contemplated by this Agreement to be executed by City that require such approval, shall have been completed and shall have become and remain effective, and such approvals shall be Finally Granted.

(viii) The Board of Regents of the University of California authorizations and approvals required for this Agreement, the Ground Lease, and, any other agreements contemplated by this Agreement to be executed by University that require such approval, shall have been completed and shall have become and remain effective, and such approvals shall be Finally Granted.

(b) **Satisfaction of University's Conditions Precedent.** The conditions precedent set forth above are intended solely for the benefit of University. If any such condition precedent is not satisfied on or before the Close Date, subject to Force Majeure and Litigation Force Majeure, University shall have the right in its sole discretion to (i) waive in writing the condition precedent in question and proceed with the Close of Escrow, (ii) terminate this Agreement, in which event neither Party shall have any further obligations hereunder except for those obligations which expressly survive the termination of this Agreement (or which survive any permit or other agreement entered into the Parties); provided, however, that if any such condition precedent is not satisfied due to a default by a Party of any express obligations under this Agreement, the nondefaulting Party shall have the right to exercise all of its rights and remedies hereunder, or (iii) extend the Close Date for a reasonable period of time specified in writing

by University, not to exceed sixty (60) days, to allow such conditions precedent to be satisfied, subject to University's right to terminate this Agreement in accordance with the foregoing item (ii) upon the expiration of the period of any such extension if all such conditions precedent have not been satisfied.

2.6 Delivery of the Property

(a) **Obligation to Close Escrow.** Provided that the conditions to City's obligations with respect to the Close of Escrow and Delivery of the Property as set forth in Section 2.4 and the conditions to University's obligations with respect to Close of Escrow and acceptance of the Delivery of the Property as set forth in Section 2.5 have been satisfied or expressly waived on or before the Close Date, City and University shall instruct the Title Company to complete the Close of Escrow, as set forth below. Upon the Close of Escrow, (i) City shall deliver the Ground Lease, the Utility Easement Agreement and the Construction License, all as set forth below and (ii) City shall Deliver the Site to University, and University shall accept the Delivery of the Site, under and in accordance with the Ground Lease, the Construction License and the Utility Easement Agreement.

(b) **Steps to Close Escrow.** The Close of Escrow shall be completed as follows:

(i) On or before the Close of Escrow, City shall execute and acknowledge, or cause to be executed and acknowledged, as necessary, and deposit into Escrow with the Title Company the following: (1) the Ground Lease, (2) if required by University, a memorandum of this Agreement in the form of Attachment L (the "**Memorandum of Lease**"), (3) a construction license for the performance of the ZSFG Campus Improvements on the ZSFG Campus Improvements Site in the form of Attachment J (the "**Construction License**"), (4) an easement agreement for underground utilities, in substantially the form of Attachment M, provided the description of the easement area shall be modified to the extent required to correspond to the requirements shown in the Final Construction Documents (the "**Utility Easement Agreement**"), (5) if the Parties determine an easement is required for access or a curb-cut, a Loading Dock Access Easement Agreement, in substantially the form of Attachment N attached hereto (the "**Loading Dock Easement Agreement**"), (6) if required by the San Francisco Fire Marshal or any City or State agency with permitting authority or if required in connection with the General Plan Referral as a result of the Research Facility Site not comprising a separate legal parcel or not having sufficient direct access to an open public street, or if the parties otherwise agree, a Declaration of Restrictions in a form reasonably approved by the Parties prior to the Close of Escrow (the "**Declaration of Restrictions**"), (7) the Memorandum of Parking Relief Plan, (8) copies of the resolutions of the Board of Supervisors authorizing and approving the Ground Lease, this Agreement and any other documents contemplated hereby, and (9) any other agreements, instruments, affidavits or other documents required by Title Company to Close Escrow.

(ii) On or before the Close of Escrow, University shall (A) pay into Escrow with the Title Company the Parking Reimbursement Contribution and all Closing Costs, and (B) execute and acknowledge (or cause to be executed and acknowledged), as necessary, and deposit into Escrow with the Title Company the following: (1) the Ground Lease, (2) the Memorandum of Lease, (3) the Construction License, (4) the Utility Easement Agreement, (5) if required pursuant to Section 2.6(b)(i)(5), the Loading Dock Access Easement Agreement, (6) if required pursuant to Section 2.6(b)(i)(6), the Declaration of Restrictions (if applicable), (7) the Memorandum of Parking Relief Plan, and (8) evidence of approval of the Board of Regents of the University of California of the Ground Lease, this Agreement and any other documents contemplated hereby.

(iii) City and University shall instruct the Title Company to consummate the Escrow according to the joint escrow instructions described in Section 2.3(c). Upon the Close of Escrow, the Title Company shall (A) record in the Official Records the Memorandum of Lease, the Utility

Easement Agreement, the Loading Dock Access Easement Agreement (if applicable,) the Declaration of Restrictions (if applicable), and any other documents reasonably required to be recorded under the terms of any Regulatory Approvals or under the terms hereof or as otherwise agreed to by the Parties, and shall deliver to the respective Parties confirmed copies of all documents recorded pursuant to the foregoing, in each case showing all applicable recording information relating thereto, together with executed counterparts of the other documents described in this Section 2.6(b), and (B) disburse the Parking Reimbursement Contribution to City.

(iv) Upon the Close of Escrow, the Title Company shall disburse any funds deposited into Escrow pursuant to this Agreement in accordance with the terms hereof and a Closing Statement approved by University prior to the Close of Escrow in accordance with Section 2.3(d).

(v) The Title Company shall issue a title policy to University and to the City as required under Section 2.8.

(c) **Waiver of Conditions to Close of Escrow.** Unless the Parties otherwise expressly agree at the time of Close of Escrow, all conditions to the Close of Escrow of the Parties shall, upon the Close of Escrow, be deemed waived by the Party benefited by such condition.

2.7 Condition of Title to the Research Facility Site and Utility Installation Site

(a) **Permitted Title Exceptions.** Except for those permitted title exceptions shown on Attachment I, and such other matters as University shall cause to arise in connection with University's use or operation of the Research Facility Site and which University agrees to hereunder (collectively, the "**Permitted Title Exceptions**"), City shall Deliver the Research Facility Site to University under and subject to the provisions of the Ground Lease, with title for the term specified in the Ground Lease, free and clear of (i) possession and rights of possession of the Site by others, and (ii) liens, encumbrances, covenants, assessments, easements, leases and taxes. City shall also deliver the Utilities Installation Site subject to title exceptions approved by University, provided, if there are title matters objected to by University, the parties agree to meet and confer to resolve the issue, but if the matter cannot be resolved to University's satisfaction, it will not be a default but instead will be a failure of a closing condition.

(b) **Title Defect.** If, at the time scheduled for the Close of Escrow under Section 2.3, there remains (i) any possession or rights of possession of the Research Facility Site by others, or (ii) any lien, encumbrance, covenant, assessment, easement, lease, tax, or judgment that encumbers the Research Facility Site, or other right, title or interest in the Research Facility Site, which in either case, is not a Permitted Title Exception and would materially and adversely affect the development or operation of the Project (a "**Title Defect**"), City, at City's sole election, will have up to thirty (30) days from the time scheduled for the Close of Escrow under Section 2.3 (the "**Title Defect Cure Period**") to remove or indemnify against the Title Defect in a manner reasonably satisfactory to University. In such event, the time scheduled for the Close of Escrow under Section 2.3 will be extended to the earlier of seven (7) business days after the Title Defect is removed or indemnified against pursuant to the foregoing or the expiration of the Title Defect Cure Period. If the Title Defect can be removed by bonding and City has not so bonded the Title Defect on or before the time scheduled for the Close of Escrow, University may in its sole discretion and at University's sole cost cause a bond to be issued.

(c) **University's Remedies for an Uncured Title Defect.** If by expiration of the Title Defect Cure Period, subject to any Force Majeure or Litigation Force Majeure, unless the Parties mutually agree to extend such date, a Title Defect still exists and all other of University's conditions precedent have been satisfied, University may by written notice to City either (i) terminate this Agreement, in which event neither Party shall have any further obligations hereunder except for those

obligations which expressly survive the termination of this Agreement, or (ii) accept Delivery of the Research Facility Site and/or Utility Installation Site subject to the Title Defect, or (iii) for a City Caused Title Defect (as defined in Section 2.7(d)), University shall have the right to specific performance or damages in the amount required to remove the City Caused Title Defect. If University elects to accept Delivery, the Title Defect will be deemed waived but solely with respect to any action by University against City. If the Agreement is terminated under this Section, University shall have no further remedies against City with respect to such termination. If University does not accept Delivery and fails to terminate this Agreement within fifteen (15) days after the expiration of the Title Defect Cure Period, or any extension thereof, as provided above, City may terminate this Agreement upon three (3) days written notice to University.

(d) Covenants of City Regarding the Research Facility Site and Utilities Installation Site Before the Close of Escrow. In addition to its obligations under Section 2.7(a), and not in limitation of University's rights under Section 2.5, City will not intentionally take any actions that alter the condition of title to the Research Facility Site or the Utilities Installation Site existing as of the date of this Agreement except as specifically contemplated hereunder or under the Ground Lease. Without limiting the foregoing, between the Effective Date of this Agreement and the Close of Escrow or earlier termination of this Agreement as permitted hereunder, City shall not (i) make any material physical alterations to the Research Facility Site or the Utilities Installation Site except as expressly contemplated by this Agreement (for clarity, the parties agree that City may engage in maintenance activities), or (ii) enter into any lease, license or other agreement for the use or occupancy of the Research Facility Site, or (iii) enter into any lease, license or other agreement for the use or occupancy of the Utilities Installation Site that would materially affect the cost or ability to construct the improvements to be constructed thereon as part of the Project pursuant to the Utility Easement Agreement or require the consent or approval of a third party to City's execution of the Utility Easement Agreement, in each case without University's prior written consent, which consent may be withheld, conditioned or delayed in University's sole and absolute discretion. The City's breach of its obligations under this Section 2.7(d) shall be referred to as a "City Caused Title Defect").

2.8 Title Insurance

(a) Title Insurance to be Issued at the Close of Escrow. The joint escrow instructions described in Section 2.3(c) will provide that concurrently with the Close of Escrow, the Title Company will issue and deliver:

(i) to University, an A.L.T.A. extended coverage title insurance policy (or, at University's election, a C.L.T.A. title insurance policy) issued by the Title Company, with such coinsurance or reinsurance and direct access agreements as University may reasonably request, in an amount reasonably designated by University which is satisfactory to the Title Company, insuring that the leasehold estate in the Research Facility Site is vested in University subject only to the Permitted Title Exceptions, and with such endorsements as may be reasonably requested by University, the premium for which shall be paid by University; and

(ii) to City an A.L.T.A. extended coverage title insurance policy (or, if University elects to obtain the same, a C.L.T.A. title insurance policy) issued by Title Company in a reasonable amount specified by City and satisfactory to the Title Company, insuring City's fee interest in the Site subject to the Ground Lease and those Permitted Title Exceptions which are applicable to the fee, and with such C.L.T.A. endorsements as City may reasonably request, provided that subject to Section 2.8(c), City pays any incremental cost for such policy (including endorsements) in excess of the C.L.T.A. standard coverage portion of City's title insurance policy.

2.9 Surveys

University is responsible for securing any and all surveys and engineering studies, at its sole cost and expense, as needed for the title insurance required under this Agreement. University shall provide City with complete and accurate copies of all such final surveys and engineering studies.

2.10 Compliance with Laws

(a) **Compliance with Laws and Other Requirements.** University shall comply at all times throughout the duration of the LDDA Term, with: (i) all Laws applicable to University; (ii) with respect to the ZSFG Campus Improvements, the DPW Standards (as applicable: <http://www.sfpublishworks.org/services/standards-specifications-and-plans>); (iii) all of the Mitigation and Improvement Measures described in Section 11.2; (iv) all requirements of all policies of insurance required under Section 5.11 and, from and after the Close of Escrow, under Section 19 of the Ground Lease, and such other insurance policies of University that may be applicable to the Research Facility Site, the Improvements or University's personal property; (v) the Ground Lease (to the extent that it is then in effect); (vi) the Construction License and the Utility Easement Agreement (to the extent the same are then in effect); and (vii) all other applicable Project Requirements. Notwithstanding anything herein to the contrary, the Parties acknowledge that the provisions of this Section 2.10(a) are not intended to modify the allocation of responsibilities contained herein, and in no event shall this Section 2.10(a) be interpreted such that University will be obligated to perform obligations that are expressly allocated to the City in the Ground Lease. University shall, promptly upon request, provide City with reasonable evidence of compliance with University's obligations under this Section.

(b) Regulatory Approvals.

(i) University understands and agrees that City is entering into this Agreement in its capacity as a landowner with a proprietary interest in the Site and not as a regulatory agency with certain police powers. University understands and agrees that neither entry by City into this Agreement nor any approvals given by City under this Agreement shall be deemed to imply that University, by virtue of the same, has obtained any required approvals from City departments, boards or commissions that may have jurisdiction over the Property. By entering into this Agreement, City is in no way modifying or limiting the obligations of University to develop the Project in accordance with all Laws applicable to University as provided in this Agreement. Nothing in this Agreement shall be construed, or deemed to be construed, as a waiver by University of its constitutional status, sovereignty or exemptions available to it as a California constitutional corporation regarding its exemption from compliance with local regulations or other local Laws as related to the Research Facility Site or the Project.

(ii) University understands that its Construction of the Improvements on the Site and development of portions of the Project will require certain limited approvals, authorizations and permits from governmental agencies with jurisdiction in accordance with the provisions of this Agreement, which may include, with limitation, City's Planning Commission and/or Zoning Administrator, the Health Commission, the Department of Building Inspection, the Art Commission, and the Department of Public Health. University shall use good faith efforts to obtain any Regulatory Approvals required for the portions of the Project applicable to University in the manner set forth in this Section. For the Research Facility Building, University shall not be required to obtain Regulatory Approvals from the City (although City shall have certain approval rights as expressly set forth in this Agreement, including Arts Commission review and approval). For the ZSFG Campus Improvements, University shall obtain any required Regulatory Approvals from the City and University shall consult and coordinate with City in University's efforts to obtain such Regulatory Approvals. City shall cooperate

reasonably with University in its efforts to obtain required Regulatory Approvals, including executing any letters of authorization as owner of the Property, within fifteen (15) days of receipt of request from University. However, University shall not agree to the imposition of conditions or restrictions in connection with its efforts to obtain a permit from any other applicable regulatory agency if City is required to be a co-permittee under such permit and the conditions or restrictions would create any material obligations on the part of City unless City has previously approved such conditions in writing, in City's reasonable discretion. No such approval by City shall limit University's obligation to pay its share of the costs of complying with such conditions under this Section, to the extent caused by University. Subject to the conditions of this Section, City shall join any application by University for any required Regulatory Approval and in executing such Regulatory Approvals where required. University shall bear all costs associated with applying for and obtaining any applicable Regulatory Approvals, including approvals for the ZSFG Campus Improvements. University shall have the right to reasonably appeal or contest any adverse decision and/or imposition of any condition with respect to any contemplated Regulatory Approval in any manner permitted by Law. From and after the Close Date, University shall comply with any and all conditions or restrictions imposed under any applicable Regulatory Approval with respect to University's Construction or the Project. University shall pay or discharge any fines, penalties or corrective actions imposed as a result of the failure of University to comply with the terms and conditions of any applicable Regulatory Approval in the course of University's Construction of the Project, if, and only to the extent, resulting from University's actions or inaction in violation of any Law applicable to University. Without limiting any other indemnification provisions of this Agreement, University shall Indemnify City and the other City Indemnified Parties from and against any and all Losses resulting from University's failure to comply with the terms and conditions of any applicable Regulatory Approval in the course of University's Construction of the Project, except to the extent such Losses are caused by the negligence or willful misconduct of City or any City Indemnified Party(ies). The provisions of this Section shall survive any termination of this Agreement.

2.11 Period to Cure Defaults Prior to the Close of Escrow

If Escrow is not in the condition to close on the scheduled Close Date due solely to an Event of Default or, subject to any applicable notice and cure period, an Unmatured Event of Default by a Party hereunder, the nondefaulting Party shall have the rights and remedies set forth in Section 10.2(a) and Section 10.4(a), as applicable. If this Agreement is terminated under Section 10.2 or Section 10.4, the Title Company will have been instructed in the joint instructions described in Section 2.3(c), to return all documents and funds deposited with it to the respective Parties thirty (30) days after such time, unless within such thirty (30)-day period both Parties shall have performed fully all their obligations with respect to Close of Escrow, in which case the Title Company will be instructed to carry out its instructions without regard to such thirty (30)-day delay.

3. AS IS CONDITION OF THE SITE; CITY IMPROVEMENT OBLIGATIONS; INDEMNIFICATION; UNIVERSITY'S RIGHT TO TERMINATE ON ACCOUNT OF EXCESS REMEDIATION COSTS

3.1 Site As Is; Risk of Loss

(a) Acceptance of Site in "AS IS WITH ALL FAULTS" Condition; Risk of Loss

(i) Subject to the express terms and conditions of this Agreement, City shall not prepare the Site for any purpose whatsoever related to University's obligations to Construct the Improvements and University agrees to accept the Site in its "AS IS WITH ALL FAULTS" condition on the date of the Close of Escrow as further described in Section 3.1(c); provided that there is no change in the physical condition of the Site between the date of this Agreement and the date of Delivery that would

materially adversely interfere with development of the Project for its intended uses (each an "Adverse Change").

(ii) If at any time between the Close of Escrow and the end of the LDDA Term, a fire or other casualty (excepting earthquake) damages or destroys the Site or Improvements, or any portion of the Site or Improvements, University shall, at its sole cost and expense (subject to Section 15.7 of the Ground Lease), restore any Improvements constructed by University as part of the Project hereunder to their condition existing immediately prior to such casualty; provided, if such damage or destruction is caused by the City or its Agents, City shall be responsible for such restoration costs that are not covered by insurance (including self-insurance) carried or required to be carried by University under this Agreement and the Ground Lease.

(b) **Independent Investigation by University.** University acknowledges that it has been afforded a full opportunity to inspect all of the public records of City relating to University's proposed use of the Research Facility Site, the Utility Installation Site and the ZSFG Campus Improvements Site. University agrees to rely solely on its own inspection and investigation of the Research Facility Site, the Utility Installation Site and the ZSFG Campus Improvements Site, including any improvements thereon, with respect to all matters pertaining to the Project including, without limitation, (i) the quality, nature, adequacy and physical condition of the Research Facility Site, the Utility Installation Site and the ZSFG Campus Improvements Site; (ii) the quality, nature, adequacy, and physical, geotechnical and environmental condition of the Research Facility Site, the Utility Installation Site and the ZSFG Campus Improvements Site, including without limitation, presence of asbestos or lead, with regard to soils and any groundwater); (iii) the suitability of the Research Facility Site, the Utility Installation Site and the ZSFG Campus Improvements Site for the Project; (iv) the zoning, land use regulations, historic preservation Laws, and other Laws governing use of or construction on the Research Facility Site, the Utility Installation Site and the ZSFG Campus Improvements Site; and (v) all other matters of material significance affecting the Research Facility Site, the Utility Installation Site and the ZSFG Campus Improvements Site and its development, use, operation, and enjoyment under this Agreement.

(c) **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** SUBJECT TO THE EXPRESS TERMS AND CONDITIONS OF THIS AGREEMENT, THE GROUND LEASE AND ANY OTHER DOCUMENTS OR INSTRUMENTS EXECUTED BY THE CITY IN CONNECTION WITH THE PROJECT, (I) UNIVERSITY AGREES THAT THE LEASE SITE, THE UTILITY INSTALLATION SITE AND THE ZSFG SITE ARE BEING DELIVERED BY CITY AND ACCEPTED BY UNIVERSITY IN THEIR "AS IS WITH ALL FAULTS" CONDITION AND (II) UNIVERSITY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT NEITHER CITY, NOR ANY OF THE OTHER CITY INDEMNIFIED PARTIES, NOR ANY EMPLOYEE, OFFICER, COMMISSIONER, REPRESENTATIVE OR OTHER AGENT OF ANY OF THEM, HAS MADE, AND THERE IS HEREBY DISCLAIMED, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE CONDITION OF THE LEASE SITE, THE UTILITY INSTALLATION SITE OR THE ZSFG SITE, THE SUITABILITY OR FITNESS OF THE LEASE SITE, THE UTILITY INSTALLATION SITE OR THE ZSFG SITE OR APPURTENANCES TO THE LEASE SITE, THE UTILITY INSTALLATION SITE OR THE ZSFG SITE FOR THE DEVELOPMENT, USE OR OPERATION OF THE PROJECT, ANY COMPLIANCE WITH LAWS OR APPLICABLE LAND USE OR ZONING REGULATIONS, ANY MATTER AFFECTING THE USE, VALUE, OCCUPANCY OR ENJOYMENT OF THE LEASE SITE, THE UTILITY INSTALLATION SITE OR THE ZSFG SITE, OR ANY OTHER MATTER WHATSOEVER PERTAINING TO THE LEASE SITE, THE UTILITY INSTALLATION SITE OR THE ZSFG SITE OR THE PROJECT.

As part of its agreement to accept the Property in accordance with the terms of Section 3.1(a), effective upon the Close of Escrow but subject to the express terms and conditions of this Agreement, the Ground Lease and any other documents or instruments executed by the City in connection with the Project, University, on behalf of itself and its successors and assigns, shall be deemed to waive any right to recover from, and forever releases, acquits and discharges, City, and its Agents of and from any and all Losses, whether direct or indirect, known or unknown, foreseen or unforeseen, that University may now have or that may arise on account of or in any way be connected with (i) the physical, geotechnical or environmental condition of the Property existing as of the date of the Delivery (including, but not limited to, soils conditions, and groundwater conditions), and (ii) any noncompliance of the Property with applicable Laws existing as of the time of Delivery of the Research Facility Site to University.

In connection with the foregoing release, University acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF, KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

University agrees that the release contemplated by this Section includes unknown claims. Accordingly, University hereby waives the benefits of Civil Code Section 1542, or under any other statute or common law principle of similar effect, in connection with the releases contained in this Section. Notwithstanding anything to the contrary in this Agreement, the foregoing release shall survive any termination of this Agreement. Notwithstanding anything to the contrary contained herein, the foregoing release shall not apply with respect to any Losses arising from (A) the negligence or willful misconduct of City or any of the other City Indemnified Parties, (B) City's breach of its obligations under this Agreement, the Ground Lease or any other documents or instruments executed by the City in connection with the Project and/or (C) third party claims arising from the condition or use of the Research Facility Site, the ZSFG Campus Improvements Site or the Utility Installation Site prior to the Effective Date.

3.3 Environmental Matters

(a) **Compliance with Hazardous Materials Laws.** From and after Delivery of the Research Facility Site, University shall comply with the provisions of all Hazardous Materials Laws applicable to University with respect to the Research Facility Site and the activities conducted by or on behalf of University (or their respective successors, assigns, agents or invitees) on the Research Facility Site, and all uses, and improvements of the Research Facility Site by University or such parties, as further provided in the Ground Lease. Subject to the provisions of Section 3.4 and Section 5.1(e), from and after Delivery of the Utility Installation Site and the ZSFG Campus Improvements Site and continuing through the LDDA Term, University shall comply with the provisions of all Hazardous Materials Laws applicable to University relating to University's performance of its work on the Utility Installation Site and the ZSFG Campus Improvements Site. Subject to Section 3.4, the foregoing obligations shall include compliance with all conditions for Hazardous Materials Remediation under any applicable Regulatory Approvals obtained by University in connection with construction of the Project, to the extent applicable to University and related to the performance of its work under this Agreement.

(b) **Implementation of Recommendations Regarding Environmental Conditions.** Subject to the provisions of Section 3.4, University shall Remediate the pre-existing soils and groundwater conditions at the Research Facility Site following Close of Escrow as a Project cost. University shall cause such Remediation to be performed in accordance with applicable Laws, regulations

and agency requirements and standards, in each case, to the extent applicable to University and taking into account the construction and operational activities anticipated at the Research Facility Site. In order to ensure that the scope of Remediation is sufficient for the development of the Project, University shall consult with City prior to entering into a contract for the Remediation.

(c) **Post Remediation Environmental Assessment.** Following Remediation of the pre-existing Hazardous Materials at the Research Facility Site, University shall deliver to City an environmental assessment or other evidence (which may include, without limitation, a no further action or similar letter from applicable regulatory authorities) evidencing that the Remediation of such pre-existing Hazardous Materials has been completed in accordance with the requirements for the same under this Section 3.3.

(d) **Remedies Against Other Persons.** Nothing in this Agreement is intended in any way to preclude or limit University from pursuing any remedies University may have with regard to the existence of Hazardous Materials in, on, or under the Site against any Person other than any City Indemnified Parties.

(e) **Condition of Property.** Between the Effective Date and the Close of Escrow, neither City nor any other City Indemnified Party shall introduce any new Hazardous Materials to the Research Facility Site, the ZSFG Campus Improvements Site or the Utility Installation Site; provided, however, that City may continue to bring upon, use and store reasonable products and materials of the types typically associated with any use maintenance or protection of property similar to the Research Facility Site, the ZSFG Campus Improvements Site or the Utility Installation Site, as applicable, in each case in accordance with all applicable Laws. If any such Hazardous Materials are so introduced by or on behalf of the City or any other City Indemnified Party, City shall provide University with immediate written notice specifying the date, the type, the amount, and the location where such Hazardous Material were introduced and, notwithstanding anything to the contrary contained herein, the City shall be solely responsible for any Losses relating thereto, including without limitation any costs and expenses for Remediation of the same.

3.4 University's Right to Terminate on Account of Excess Remediation Costs

University shall have the option to terminate this Agreement and, to the extent then in effect, the Ground Lease and any other agreement entered into by University and City in connection with the Project pursuant to this Agreement, if (a) University, in good faith, projects that the cost of Remediation of any pre-existing Hazardous Materials on the Site for which University is responsible hereunder (including any such costs already incurred by University) (collectively, "**Construction Remediation Costs**") will exceed Three Million Six Hundred Thousand Dollars (\$3,600,000.00) (the "**Remediation Threshold**") and/or (b) if at any time during the LDDA Term, the actual Construction Remediation Costs incurred by University exceed the Restoration Threshold. University may exercise such option by written notice to City (a "**HazMat Termination Notice**"), which HazMat Termination Notice shall be accompanied by reasonable supporting evidence of University's good faith estimate of the Construction Remediation Costs, in the case of a termination pursuant to the foregoing item. University shall keep accurate books and records of all Construction Remediation Costs incurred in accordance with accounting principles generally accepted in the construction industry. Within thirty (30) days after receipt of the HazMat Termination Notice, the City shall have the right to provide University with written notice that (1) City requires additional supporting evidence of the actual Construction Remediation Costs incurred by University or, if applicable, the additional information regarding the basis for University's projection that the Construction Remediation Costs would exceed the Remediation Threshold, and/or (2) the City desires to inspect University's records regarding the Construction Remediation Costs, and University shall reasonably cooperate with such request. If the City reasonably disagrees with University's projection or

statement of Construction Remediation Costs, then within thirty (30) days after the receipt of the HazMat Termination Notice or, if applicable, within thirty (30) days of receipt of the additional information requested by City, City may request in writing that such projection or records be reviewed or audited by an independent consultant, having expertise in Hazardous Materials assessment and mutually acceptable to the City and University, or if the Parties are unable to agree, either party may apply to the Superior Court of the State of California in and for the County of San Francisco for appointment of an auditor meeting the foregoing qualifications. If the court denies or otherwise refuses to act upon such application, either party may apply to the American Arbitration Association, or any similar provider of professional commercial arbitration services, for appointment in accordance with the rules and procedures of such organization of an independent auditor. The results of such review or audit shall be binding on the Parties, except in the case of fraud, corruption or undue influence. City shall pay the entire cost of the review or audit unless the review or audit discovers that University has overstated the Construction Remediation Costs or the projection of Construction Remediation Costs by more than ten percent (10%), in which case University shall pay the entire cost of the review or audit.

If University terminates this Agreement and the Ground Lease pursuant to this Section, University shall, at its sole expense, return the Research Facility Site, and if University has commenced work in the ZSFG Campus Improvements Site and/or the Utility Installation Site, return the ZSFG Campus Improvements Site and/or Utility Installation Site, in a safe condition, and unless otherwise requested by City, shall remove all loose building materials, debris, supplies, equipment, personal property, and other materials present at the site resulting from University's construction activities. In addition, University shall restore the sites to a condition that is no worse than the condition of the sites was when delivered to University (including parking restriping), subject to normal wear and tear.

3.5 Indemnification

(a) **Indemnification by University Before Close of Escrow.** Without limiting any indemnity contained in any Permit to Enter, University shall Indemnify City and the other City Indemnified Parties from and against Losses incurred in connection with or arising prior to the Close of Escrow if, and only to the extent that, such Losses arise from the negligence or willful misconduct of University or its Agents on the Research Facility Site, the ZSFG Campus Improvements Site or the Utility Installation Site, including, without limitation, any default by University in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on University's part. Notwithstanding the foregoing, University shall not be required to Indemnify City or the other City Indemnified Parties against Losses to the extent such Losses are caused by (A) the negligence or willful misconduct of City or any of the other City Indemnified Parties, (B) City's breach of its obligations under this Agreement, and/or (C) third party claims arising from the condition or use of the Research Facility Site, the ZSFG Campus Improvements Site or the Utility Installation Site prior to the Effective Date.

(b) **Indemnification by City.** Except with respect to matters described in Section 3.1 and Section 3.2, and without limiting the waivers and releases set forth therein, City shall Indemnify University and the other University Indemnified Parties from and against any and all Losses incurred in connection with or arising prior to the Close of Escrow from (A) the negligence or willful misconduct of City or any other City Indemnified Parties on the Research Facility Site, the ZSFG Campus Improvements Site or the Utility Installation Site, (B) City's breach of its obligations under this Agreement and/or (C) any third party claims arising from the condition or use of the Research Facility Site, the ZSFG Campus Improvements Site or the Utility Installation Site prior to the Effective Date. Notwithstanding the foregoing, City shall not be required to Indemnify University or any other University Indemnified Parties against Losses to the extent such Losses are caused by the negligence or

willful misconduct of University or any of the other University Indemnified Parties, and/or
(B) University's breach of its obligations under this Agreement.

(c) General Provisions Regarding Indemnities.

(i) **Costs.** Losses under the foregoing indemnities shall include, without limitation, Attorneys' Fees and Costs reasonably incurred, and the fees and of consultants and experts, laboratory costs, and other related costs reasonably incurred, as well as the Indemnified Party's reasonable costs of investigating any Loss.

(ii) **Immediate Obligation to Defend.** University agrees to defend the City and the other City Indemnified Parties against any claims that are actually or potentially within the scope of its indemnity obligations under this Agreement even if such claims may be groundless, fraudulent or false. The City or City Indemnified Party against whom any claim is made that may be within the scope of the indemnity provisions of this Agreement shall provide notice to University of such claim promptly after learning of such claim, and thereafter shall reasonably cooperate with University in the defense of such claim; provided that any failure to provide such notice shall not affect University's obligations under any such indemnity provisions except to the extent University is prejudiced by such failure. City agrees to defend University and the other University Indemnified Parties against any claims that are actually or potentially within its scope of the indemnity obligations of this Agreement even if such claims may be groundless, fraudulent or false. The University or University Indemnified Party against whom any claim is made which may be within the scope of the indemnity provisions of this Agreement shall provide notice to City of such claim promptly after learning of such claim, and thereafter shall reasonably cooperate with City in the defense of such claim; provided that any failure to provide such notice shall not affect City's obligations under any such indemnity provisions except to the extent City is prejudiced by such failure.

(iii) **Not Limited by Insurance.** The insurance required to be carried by a Party under the provisions of this Agreement shall not limit the indemnification obligations of such Party under this Agreement.

(iv) **Survival.** The indemnification obligations set forth in this Agreement shall survive any termination of this Agreement as to any acts or omissions occurring prior to the date of such termination.

(v) **Additional Obligations.** The agreements to Indemnify set forth in this Agreement are in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities that the Party providing such Indemnity may have to the other Party in this Agreement, the Ground Lease, any Permit to Enter or any other document or instrument executed by the indemnifying party in connection with the Project or applicable Law.

(vi) **Defense.** University shall, at its option but subject to the reasonable consent and approval of City, be entitled to control the defense, compromise, or settlement of any matter for which University is providing an indemnity through counsel of University's own choice; provided, however, in all cases City shall be entitled to participate in such defense, compromise, or settlement at its own expense. If University shall fail, however, within a reasonable time following notice from City alleging such failure, to take reasonable and appropriate action to defend such suit or claim, City shall have the right promptly to use City's attorneys or to hire outside counsel (reasonably satisfactory to University) to carry out such defense, which expense shall be due and payable to the City within twenty (20) business days after receipt of an invoice therefor, which invoice shall be accompanied by reasonable supporting documentation evidencing such expense. City shall, at its option but subject to the reasonable

consent and approval of City, be entitled to control the defense, compromise, or settlement of any matter for which City is providing an indemnity through counsel of City's own choice; provided, however, in all cases University shall be entitled to participate in such defense, compromise, or settlement at its own expense. If City shall fail, however, within a reasonable time following notice from University alleging such failure, to take reasonable and appropriate action to defend such suit or claim, University shall have the right promptly to use University's attorneys or to hire outside counsel (reasonably satisfactory to City) to carry out such defense, which expense shall be due and payable to University within twenty (20) business days after receipt of an invoice therefor.

4. ACCESS BY UNIVERSITY

4.1 Access and Entry by University to the Property

(a) **Permit to Enter Before Close of Escrow.** This Section will govern the right of access to and entry upon the Property by University and its Agents before the Close of Escrow.

(i) City hereby grants to University and its Agents the right of access to and entry upon and around the Research Facility Site, the ZSFG Campus Improvements Site, and the Utility Installation Site for purposes associated with the Project from and after the Effective Date, including developing construction documents, provided University first obtains a Permit to Enter from City in substantially the form as the Permit to Enter attached as Attachment K (the "**LDDA Permit to Enter**"). City shall issue the LDDA Permit to Enter to University within twenty (20) days of receipt by City of University's request, accompanied by the detail required to complete such LDDA Permit to Enter. Such LDDA Permit to Enter may be subject to reasonable terms and conditions regarding the timing and manner of the entry and use, including sufficient time to provide notice to affected parties that the portions of the Site will be unavailable for parking for the period of University's entry, if applicable, and if the purpose of University's entry is invasive testing or investigations, shall be subject to such other reasonable terms and conditions as are customary for such testing. The Parties shall cooperate to promptly develop a mutually acceptable work plan for the relevant work, if applicable. Provided that University has met all of the requirements in the LDDA Permit to Enter and the Parties have reached agreement on the terms and conditions of the entry and work plan, if applicable, City shall not have discretion to refuse to issue the LDDA Permit to Enter to University and shall not have the right to terminate the LDDA Permit to Enter except for material default (following notice and cure opportunities).

(ii) Provided University first obtains the LDDA Permit to Enter for such purpose, University and its Agents shall have the right of access to and entry upon the Property for the purpose of performing testing to carry out this Agreement, including invasive testing.

(iii) University may not perform any demolition, excavation or construction work before the Close of Escrow without the express written approval of City, which City may give or withhold in its sole and absolute discretion. If City grants such approval, City may include in a separate permit to enter such additional insurance, bond, guaranty and indemnification requirements as City reasonably determines are appropriate to protect its interests.

(iv) In making any entry upon the Research Facility Site, the ZSFG Campus Improvements Site, and the Utility Installation Site authorized in accordance with the foregoing, University shall use commercially reasonable efforts to not materially interfere with or obstruct the permitted, lawful use of the Site by City, or its invitees.

(v) City may require any contractor performing the work under an LDDA Permit to Enter to be a co-permittee.

(b) **Property Maintenance.** At all times prior to the Close of Escrow, and at City's sole cost and expense, City shall maintain the Research Facility Site, the ZSFG Campus Improvements Site, and the Utility Installation Site in the same or better condition than that existing as of the Effective Date, provided that City shall have no obligation to repair any damage to any portion of the Research Facility Site, the ZSFG Campus Improvements Site, or the Utility Installation Site caused by University's commencement of Construction thereon or to otherwise undertake any activities which are made the sole responsibility of University under the LDDA Permit to Enter.

4.2 Project Management Space

City shall have no obligation under this Agreement to provide interior office space for Project management or administration. University anticipates providing limited space for project management and contractor administrative use in connection with the Project in locations reasonably acceptable to University and the City's Director of Public Health or his or her designee, taking into account the Director's primary obligation to operate the hospital and provide health care services on the ZSFG Campus and City's planned construction of the Building 5 hospital. If University desires to place construction trailers on Vermont Street, such placement shall be subject to obtaining and complying with the requirements of a street space permit or other approval to encroach on the right of way of Vermont Street issued by the San Francisco Public Works Bureau of Street Use and Mapping. If the cooperation of the Director of Public Health is required for University to receive such street space permit or other approval to encroach on the right of way of Vermont Street because the Site is not immediately adjacent to the required section of Vermont Street or for similar reasons, the Director of Public Health shall reasonably cooperate with University's efforts to obtain such permit or approval. Parking space for University's Project management team and contractors and subcontractors on the ZSFG campus shall be limited as provided in the Parking Release Plan developed pursuant to Section 2.2.

5. DEVELOPMENT OF THE SITE

5.1 Scope of Development; Project Requirements; Costs

(a) **Scope of Development.** University shall construct or cause to be constructed the Project in the manner set forth in this Article 5. The Parties acknowledge that different design, construction, and City approval standards apply to the ZSFG Campus Improvements than apply to the Research Facility Site and the Research Facility Building, as more particularly described in this Article 5.

(b) **Entitlements for Research Facility Building.** University shall entitle the Research Facility Site and the Research Facility Building itself pursuant to its exemption from local land use control and as the building official for plan check and inspection, but in general conformity with the proposed height, bulk, and massing illustrated in the attached Attachment C-1 (the "**Initial Research Building Scheme**"). The Parties acknowledge that the proposed dimensions shown in the Initial Research Building Scheme comply with height requirements in the City's zoning, but deviate from the bulk limits. The exterior design parameters for the Research Facility Building shall be presented to the City of San Francisco Historic Preservation Committee to demonstrate adherence to the Design Guidelines set forth in the Environmental Impact Report for the Project (the "**EIR**") and previously reviewed with the Historic Preservation Committee, and the exterior design shall be subject to review and approval by the San Francisco Arts Commission Civic Design Review.

(c) **Applicable Laws for Project Requirements.** For the purposes of this Agreement (i) applicable Laws with respect to the ZSFG Campus Improvements shall include the applicable provisions, rules, regulations and guidelines of the San Francisco Building Code ("**SFBC**"), and with respect to sidewalks that are included in the ZSFG Campus Improvements, shall also include San

Francisco Public Works Code Section 703, and (ii) with respect to the Research Facility Building, Laws applicable to University, including those codes and requirements listed on the attached Attachment C-2.

(d) **Project Requirements.** All of the requirements set forth in this Section 5.1(d) are referred to collectively as the “**Project Requirements**.” University shall construct the Project in compliance with Design Documents approved pursuant to this Article 5, and in compliance with all applicable Laws as described in Section 5.1(c), including, without limitation, Hazardous Materials Laws applicable to University and Disabled Access Laws applicable to University and with the Mitigation and Improvement Measures set forth in Attachment D-1 (the “**Mitigation and Improvement Measures**”) [*Include if applicable: and items _____ set forth in Attachment D-2 (the “General Plan Referral Conditions”), as excerpted from the Determination Letter. [Note –the reference to the General Plan Referral Conditions will be deleted if no additional requirements are imposed.]*]

(e) **Costs.** University shall bear the cost of developing the Research Facility Site and the construction of the Project, including the cost of the ZSFG Campus Improvements. Without limiting the foregoing, University shall be responsible for performing all preparation work necessary for the development of the Project. Such preparation of the Property shall include, among other things, investigation and Remediation of pre-existing soils and groundwater Hazardous Materials conditions existing as of the date of Delivery of the Research Facility Site (subject to Section 3.4), demolition and site preparation, all structure and substructure work, and improvements. Notwithstanding anything to the contrary contained herein, University shall not be required to perform any Hazardous Materials Remediation at the ZSFG Campus Improvements Site or the Utilities Installation Site. If the ZSFG Campus Improvements or the Utilities Installation work triggers the need for any Hazardous Materials Remediation work and University elects not to proceed with the work, then University may terminate this Agreement as set forth in Section 3.4.

(f) **Standards Applicable to Design of ZSFG Campus Improvements.** University shall cause the design and materials of the ZSFG Campus Improvements to coordinate with the surrounding campus improvements, except as otherwise approved by City. Without limiting the foregoing, certain of the ZSFG Campus Improvements may require colored concrete or special finishes, and landscaping shall comply with the provisions of Section 5.2(c). Traffic lanes and parking areas included in the ZSFG Campus Improvements shall be designed according to traffic loads for a parking lot, and the roadway design, curb, sidewalk and curb ramp designs shall follow San Francisco standard plans, which can be found online at <http://sfdpw.org/index.aspx?page=294>, Department of Public Works Engineering Standard Specifications (the “**DPW Standards**”), provided that the ADA components of the ZSFG Campus Improvements shall be required to comply with regulations from the California Division of State Architect.

(g) **Competitive Requirements Inapplicable.** Pursuant to the Board of Supervisors Resolution approving this Ground Lease, University’s architectural, surveying, engineering, legal, project management, construction, contracting, and other consulting services for the Project are not subject to the requirements of Chapter 6 of City’s Administrative Code.

(h) **Integrated Project Delivery Process.** The Parties acknowledge that University may elect to use the building industry’s integrated project delivery (“**IPD**”) method, a teaming approach that brings key players, including owners, architects, engineers, and contractors, to collaborate and make design and construction decisions together early in the design process, designed to harness the talents and insights of all participants to achieve optimum project results, increase value to the owner, reduce waste, and maximize efficiency through all phases of design, fabrication, and construction, and that, among other matters, use of the IPD process could lead to changes in design from that shown in earlier design documents as the design progresses.

5.2 Description of Design Documents

(a) **Definition of Design Documents.** Subject to the provisions of Section 5.1(h), the “Design Documents” for the Research Facility Building and the ZSFG Campus Improvements shall each consist of the following, although due to the integrated delivery method used by University (as described in Section 5.1(h)) the deliverables, including design, will change as the design progresses in accordance with University’s IPD processes, and in such case changes in the design due to the IPD method will be subject to the same level of review and approval, if applicable, that the earlier design was subjected to.

i. **“Schematic Drawings”**, which shall generally include, without limitation (a) perspective drawings sufficient to illustrate the improvements to be constructed, (b) a site plan at appropriate scale showing relationships of the improvements with their respective uses, and designating public access areas, open space areas, walkways, loading areas and adjacent uses, and (c) plans and elevations sufficient to describe the development proposal, the general architectural character, and the location and size of uses;

ii. **“Design Development Documents”** in sufficient detail and completeness to show and describe among other things, the size and character of the improvements as to the architectural, structural, mechanical and electrical systems and materials.

iii. **“100% Construction Documents,”** which shall include all plans and specifications required under applicable Laws to complete the ZSFG Campus Improvements.

(b) **Licensed Design Professionals.** The Design Documents shall be prepared by or signed by an architect (or architects) duly licensed to practice architecture in and by the State of California. A California licensed architect shall coordinate the work of any associated design professionals, including engineers and landscape architects and serve as AOR-Architect of Record for the Project. A California licensed structural engineer shall review and certify all final structural plans and the sufficiency of structural support elements to support the Improvements under applicable Laws.

(c) **Landscaping Plan.** University shall develop the landscaping plan for the landscape components of the ZSFG Campus Improvements in collaboration with the ZSFG gardening staff to arrive at a landscaping plan that includes what species of plants are included in the ZSFG Campus Improvements. Such landscaping plan shall be subject City’s approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which shall be incorporated into the 100% Construction Documents before ZSFG Campus Improvements completion.

(d) **Progress Meetings; Consultation.** During the preparation of the Design Documents (other than the Schematic Drawings), University and City Staff (as defined in Section 5.3(a)) shall hold periodic progress meetings, as appropriate to the stage of design, City Staff and University (and its applicable consultants) shall communicate and consult informally as frequently as reasonably necessary to facilitate City’s prompt consideration of University’s submittal of any Design Documents required by this Agreement relating to the ZSFG Campus Improvements, including development cost and budget information.

5.3 Method, Timing and Scope of City Review

(a) **City Staff.** For the purposes of this Agreement, except as provided in Section 5.1(b) with respect to the City of San Francisco Historic Preservation Committee and the San Francisco Arts Commission, City’s review and, to the extent applicable, approval of the Design Documents (relating to the ZSFG Campus Improvements and the exterior, height and bulk of the Research Facility Building) means review and, to the extent applicable, approval by City staff designated from time to time by City’s Director of Health and approved by the City Administrator, or their respective designees, to review the Design Documents (“City Staff”), acting in City’s proprietary capacity, and does not encompass review and approval of the Design Documents by City’s Planning Department or any other Regulatory Agency, as may be required pursuant to applicable Laws.

(b) Timing of City Review. University shall submit the Schematic Drawings, Design Development Documents, and, for the ZSFG Campus Improvements, 100% Construction Documents, to City for City's review and, to the extent applicable, approval or disapproval. City's limited approval and disapproval rights are described in Section 5.3(c). Each submittal set of Design Documents for which City's approval is required will be approved or disapproved within ten (10) business days after submittal, so long as the applicable Design Documents are properly submitted. If City does not approve, disapprove or conditionally approve the Design Documents for which City's approval is required within the ten (10) business day period described above, then University may submit a second written notice to City that such approval or disapproval was not received within the period provided by this Section 5.3(b) and requesting City's approval or disapproval of the Design Documents within ten (10) business days after University's second notice. If City fails to respond within such ten (10) business day period, then such Design Documents will be deemed approved, provided that the original request met the requirements of this Section. The timing for review of the Design Documents for which City's approval is required (i.e., for the ZSFG Campus Improvements) shall be ten (10) business days from City's receipt thereof. If City fails to respond within such ten (10) day period and thereafter fails to respond within five (5) business days after notice from University that disapproval was not received within such ten (10) business day period, then the Design Documents so submitted to City for review will be deemed approved. The Design Documents, as approved or deemed approved by City to the extent City's approval is required, shall be referred to as the **"Final Construction Documents."** The above time periods are outside dates for City's review, City agrees to use good faith efforts to respond sooner to the extent possible.

(c) Limited City Disapproval Rights for Design Documents for Research Facility Building; City Disapproval Rights for Design Documents for ZSFG Campus Improvements. Without limiting the provisions of Section 5.1(b) regarding the function of the City of San Francisco Historic Preservation Committee and the San Francisco Art Commission, the exterior design parameters for the Research Facility are subject to DPH review, and City shall have the right to disapprove (1) height, bulk, and massing elements of the Research Facility that are materially inconsistent with the Initial Research Building Scheme, and (2) elements of the ZSFG Campus Improvements that may have a material adverse impact on ZSFG campus operations or that are not in material compliance with the Project Requirements, including applicable Mitigation and Improvement Measures. City shall not unreasonably withhold or condition approval of the Design Documents for the ZSFG Campus Improvements.

(d) Written Disapproval Notice Stating Reasons. If the City disapproves in whole or in part any Design Document for which City's approval is required, the City's written disapproval notice will state the reason or reasons and will recommend changes and make other recommendations. If the City conditionally approves in whole or in part a Design Document package for which City's approval is required, the conditions will be stated in writing.

(e) Resubmittal by University. Upon City's disapproval or conditional approval of any Design Document for which City's approval is required, University shall cause to be prepared and shall submit to City a revised Design Document, which shall respond to the matters specified by City in City's disapproval or conditional approval notice and shall clearly indicate which portions of the plans remain unchanged from the previously submitted plans. City shall respond to the revised Design Document in the manner described above.

(f) Good Faith Efforts to Attempt to Resolve Disputes. University and City recognize that conflicts may arise during the preparation of the Design Documents, and that such conflicts may delay the critical path of the Project, thereby adding unnecessary expense. Both parties agree to use their diligent good faith efforts to reach a solution expeditiously that is mutually satisfactory to University and City.

5.4 Contractor Selection

University shall follow University's standard procedures for qualifying and selecting University's general contractor. University's general contractor for the Project shall (1) have substantial recent experience in the construction of similar improvements in the San Francisco Bay Area, (2) be licensed by the State of California (as evidenced by University's submission to City of University's contractor's state license number), and (3) have the capacity to be bonded by a recognized surety company to assure full performance of the construction contract for the work shown on the 100% Construction Documents (as evidenced by University's submission to City of a commitment or other writing satisfactory to City issued by a recognized surety company confirming that University's contractor is bondable for construction projects having a contract price not less than the contract price under the construction contract for the Improvements). City shall designate its preferred employee to sit as a voting member on University's contractor prequalification and selection of Contractor team.

5.5 Construction Contract

Prior to commencement of construction, University shall provide City, for informational purposes, adequate evidence of a **"Construction Contract"** on commercially reasonable terms for construction of the Project as described in the 100% Construction Documents: (A) requiring contractor to obtain performance and payment bonds consistent with University's standard practice; (B) naming City and its agents and employees as co-indemnities when University is indemnified and held harmless by Contractor; (C) requiring Contractor to obtain and maintain insurance coverages required under this Agreement and the Ground Lease, naming City and agents and employees as additional insureds; (D) identifying City as an intended third party beneficiary of the Construction Contract with respect to the ZSFG Campus Improvements only; and (E) providing for the contractor's(s') obligation, for a period of at least one (1) year after the final Completion of Construction of the ZSFG Campus Improvements, to correct, repair, and replace any work with respect to the ZSFG Campus Improvements that fails to conform to the Final Construction Documents (as the same may be revised during construction pursuant to properly approved change orders) and damage due to: (i) faulty materials or workmanship; or (ii) defective installation by such contractor(s) of materials or equipment manufactured by others, and including a one (1) year replacement warranty for trees and shrubs. The University may assign the Construction Contract to City, as it relates to the ZSFG Campus Improvements only, so that City may obtain the benefit of: (i) all express and implied warranties and guarantees from the contractor, all subcontractors and suppliers, (ii) all contractual rights related to the correction of nonconforming work, and (iii) the right to pursue claim(s) for patent and latent defects in the work and the completed project. If University does not assign the Construction Contract to City as set forth above at the time of City's acceptance of the ZSFG Campus Improvements, then University shall enforce the warranties and guaranties and pursue all contractual rights under the Construction Contract for the correction of nonconforming work and for patent and latent defects.

5.6 Work Plan; Conditions on Performance

University shall perform or cause the ZSFG Campus Improvements to be performed in accordance with one or more work plans approved in writing by the Director or his or her designee (as approved, a **"Work Plan"**), which Work Plan(s) shall include the following details:

- a. Hours for construction work;
- b. Timeline for commencement date and completion date of construction;
- c. Access routes for the trucks, equipment, etc.;
- d. Access routes for the removal of debris, special conditions regarding debris storage, if applicable;
- e. If work is to be performed in stages, provisions describing the phases thereof;
- f. Requirements for cautionary signage;
- g. Requirements for security in the construction area;
- h. Safety measures, including redirecting pedestrian traffic around the construction zone;

- i. Manner of providing 24/7 access for staff and patient ingress to and egress from Building 5 of the main hospital (Urgent Care);
- j. Protective measures for the guard house and brick and iron fence that runs along 23rd Street;
- k. Manner in which emergency access for fire and police protection will be maintained; and
- l. Other practical concerns.

The Work Plan(s) shall take into account any other City-sponsored ZSFG campus improvement projects and shall use diligent, good faith efforts to ensure that the work to be performed pursuant to the Work Plan(s) does not unreasonably delay, increase the cost of, or impose additional conditions on such City projects or University's work at the Site. University shall not materially amend, modify or supplement an approved Work Plan for the ZSFG Campus Improvements work without the prior written consent of Director or his or her designee, which shall not be unreasonably withheld, conditioned or delayed.

5.7 During Construction

(a) Good Construction and Engineering Practices. Once construction has commenced, such construction shall be accomplished expeditiously, diligently and in accordance with good construction and engineering practices and applicable Laws. University shall undertake and cause its contractor to undertake commercially reasonable measures to minimize damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected by such work. Dust, noise and other effects of such work shall be controlled using commercially reasonable methods customarily used to control deleterious effects associated with construction projects in populated or developed urban areas. University, while performing any construction with respect to the Project, shall undertake commercially reasonable measures in accordance with good construction practices to minimize the risk of injury or damage to adjoining portions of the Premises and ZSFG campus and the surrounding property, or the risk of injury to members of the public, caused by or resulting from the performance of such construction. Without limiting the generality of the foregoing, if City determines that Naturally Occurring Asbestos (NOA) may exist in soil disturbed during excavation and grading, then upon the recommendation of the ZSFG Industrial Hygienist University shall cause University's contractors to implement air sampling monitoring to the standards mandated by the ZSFG Industrial Hygienist during any "earthmoving and grading" scope.

(b) Limited Project Team Parking on Campus. Limited parking shall be provided on the ZSFG campus for University and University's project management team, including without limitation University's contractors, as provided in Section 2.2.

(c) Utilities. University, at its sole expense, shall arrange for the provision of utilities necessary for the Project, subject to Article 14 of the Ground Lease (requirement to use SFPUC electrical power). University shall construct new utility facilities as may be needed on the Research Facility Site and the Utility Installation Site.

(d) Minimize Disruption to Internal Roadway. The Parties acknowledge that the existing internal campus roadway and pedestrian access adjacent to the main hospital building known as Building P is critical for construction access by both University and City for their respective projects, and for access by staff, patients and visitors to Building 5 and the new main hospital building, and must be kept operational at all times during construction. University acknowledges that University may be required to provide temporary improvements to allow continued use of the roadway and pedestrian access, and that DPH anticipates making exterior improvements along the perimeter of Building 5 that will be concurrent University's construction of the Project.

(e) Progress Meetings; Updates. Without limiting the generality of Section 5.11, during periods of construction University and City Staff shall hold periodic progress meetings and shall

communicate and consult informally as frequently as reasonably necessary to facilitate coordination of construction.

(f) Changes in Final Construction Documents or Construction Contract for ZSFG Campus Improvements or Certain Design Elements of Research Facility. University will not make or cause to be made any material changes to the exterior design of the Research Facility as set forth in the Initial Research Facility Scheme, or once approved, any design change that exceeds \$1,000,000 in contract value to Final Construction Documents pertaining to the ZSFG Campus Improvements. Prior to making any such changes, University must notify the City in writing. All such proposed changes must be submitted to City with a written description of the requested changes and a set of plans or other relevant document highlighting the requested changes. City will respond to University within five (5) business days after receipt of University's complete request. If, following City's approval of the proposed change, University desires to incorporate the change into the Project, then University shall cause the Final Construction Documents to be revised and shall execute a change order for such change on University's contractor's standard form therefor, and the term "Final Construction Documents" shall mean the Final Construction Documents as modified by such change order.

(g) Work Stoppages. In the event of any stoppage in the construction work of more than thirty (30) days caused by University or its contractor or subcontractors, University shall in consultation with City take all reasonable steps to cure such stoppage. In the event of any stoppage in the construction work of more than thirty (30) days that is caused by the City, its Agents or Invitees, including any delay by City in responding to submittals or resubmittals of plans or other documents within the period provided for such response under this Agreement, City shall, in consultation with University, take all reasonable steps to cure such stoppage.

5.8 Submittals After Completion

Within ninety (90) days after completion of the Project, University shall deliver to City a complete set of as-built documents with respect to the Research Facility Building and with respect to the ZSFG Campus Improvements, showing, in detail, the exact location, depth or height, and size of any improvements constructed or installed, with mark-ups neatly drafted to indicate modifications from the original design drawings. Such as-built documents shall be provided in the form of full-size, hard paper copies and converted into electronic format consistent with the as-built documents prepared and delivered to University.

5.9 Prevailing Wages (Labor Standards).

University will require University's construction contractor ("**Contractor**") to comply with Sections 1770, 1771, 1772, 1773, 1774, and 1775 of the State of California Labor Code. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the construction of the Project is to be performed for each craft, classification, or type of worker required to perform construction work. A copy of the general prevailing per diem wage rates will be on file at University's principal facility office, posted at the Project site, and will be made available to any interested party upon request. University shall require University's Contractor to pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Contractor in the execution of the construction Project. University shall require all construction contracts or subcontracts will include the provision that all contractors or subcontractors shall pay not less than the prevailing rates to all workers employed by such contractors or subcontractors in the execution of the Work. Review of any civil wage and penalty assessment shall be made pursuant to section 17420 of the California Labor Code.

5.10 Cooperation and Coordination.

City and University shall use commercially reasonable efforts to coordinate construction activities for the Research Facility Building and any City construction projects on the ZSFG campus so as to minimize conflicts, construction delays, disruption in access to Building 5 or the main hospital, or in delays in meeting regulatory deadlines and approvals. At the request of either Party, the Parties shall cause their respective project managers or representatives from their respective contractors to meet to discuss their respective work plans for the hospital campus, together with a projected schedule for such activities, and the parties shall jointly develop a proposed schedule for use of the hospital campus that allows each party to proceed with its project in logical phases that minimize delays in or increases in the cost of such party's project or disruption to the hospital campus (the "**Joint Work Schedule**"), provided that if conflicts cannot be reasonably resolved to the mutual satisfaction of the parties, City projects will be given precedence in this planning endeavor. The Joint Work Schedule shall take into account what would be logical phasing of each project, as well as special scheduling requirements for any work, and shall be designed to minimize the risk that either party will damage installations or improvements of the other Party. University and City will each cause their respective agents and contractors to coordinate with agents and contractors to follow the Joint Work Schedule to the extent practicable. If either Party reasonably determines that it must make material modifications to its work plan or schedule, it will provide prompt notice to the other party of such required change and the parties shall use good faith efforts to equitably modify the Joint Work Schedule to accommodate and reflect such change.

5.11 Insurance Requirements

Before Close of Escrow, there are no insurance requirements under this Agreement (although University may have insurance requirements in any Permit to Enter, as applicable). From and after Close of Escrow, University's obligation to maintain insurance (i) with respect to the Research Facility Site will be as set forth in the Ground Lease, (ii) with respect to the ZSFG Campus Improvements Site will be as set forth in the Construction License and (iii) with respect to the Utility Installation Site will be as set forth in the Utility Easement Agreement, provided that, in each instance, University shall require University's contractor to comply with the insurance requirements of the approved construction contract for the Project.

5.12 City Rights of Access

City and its Agents will have the reasonable right of access to the Research Facility Site, the ZSFG Campus Improvements Site and the Utility Installation Site to the extent necessary to carry out the purposes of this Agreement, including, but not limited to, the inspection for purposes of confirming University's compliance with its obligations under this Agreement and inspection of the work being performed by University in constructing the Project. Except in the event of an emergency which reasonably requires less notice than that set forth below in order to circumvent an immediate and imminent threat to the health or safety of any person or substantial damage to property or to correct a condition that interferes with City's ability to properly provide access to or delivery of healthcare, City, acting in its proprietary capacity pursuant to this Agreement, shall provide forty-eight (48) hours' prior written or telephonic notice of City's entry onto the Research Facility Site or any portion of the ZSFG Campus Improvements Site or Utility Installation Site that is then an active construction site. To the extent reasonably practicable, City shall take reasonable action to minimize any interference with University's construction activities. Provided that University makes staff available promptly after notice of City's intent to conduct a site visit, University shall have the right to have its staff or Agents accompany the City on any such site visit. City will provide University promptly upon request with a copy of any written reports prepared by the City or its Agents in connection with any such inspection, subject to withholding documents otherwise privileged or confidential. City disclaims any warranties,

representations and statements made in any such reports, and will have no liability or responsibility with respect to any such warranties, representations and statements.

5.13 Construction Signs and Barriers

University shall provide appropriate construction barriers and construction signs on the Research Facility Site, the ZSFG Campus Improvements Site and the Utility Installation Site during the period of Construction. University may also post such construction signs as mutually and reasonably agreed upon by the Parties, identifying University, the Project, the provider of any financing or such other information as is customarily displayed at development sites. The size, design and location of such signs and the composition and appearance of any non-moveable construction barriers must be submitted to City for approval before installation, which approval may not be unreasonably withheld, conditioned or delayed.

6. COMPLETION AND ACCEPTANCE OF ZSFG CAMPUS IMPROVEMENTS; CONFIRMATION OF COMPLETION

6.1 Completion and Acceptance of ZSFG Campus Improvements

(a) **City Inspection and Acceptance Letter.** University shall provide City with written notice of completion of the ZSFG Campus Improvements promptly following completion of the same in accordance with the approved Final Construction Documents (a "**ZSFG Campus Improvement Completion Notice**"). Once University has provided City with written notice of completion of the ZSFG Campus Improvements, the City shall have ten (10) days to inspect the ZSFG Campus Improvements to determine whether the ZSFG Campus Improvements were constructed in conformity with the Final Construction Documents pertaining to the ZSFG Campus Improvements and applicable DPW Standards, and within five (5) business days after such inspection, City shall either provide University with written notice that the ZSFG Campus Improvements do not satisfy such requirements, in which case City shall identify with particularity the reasons for this determination, or City shall deliver to University a letter of acceptance from the Director of Health or his or her designee (the "**Acceptance Letter**"). Once University has received the Acceptance Letter, University shall cause the ZSFG Campus Improvements to be delivered to City in accordance with the terms and conditions of Section 6.1(d).

(b) **Maintenance.** University shall be responsible for the care, maintenance, and repair of the ZSFG Campus Improvements until acceptance thereof by the City, subject to the provisions of Section 37 of the Ground Lease regarding the Sidewalk Improvements (as defined in Section 37 of the Ground Lease). City shall assume the responsibility of maintaining the ZSFG Campus Improvements upon acceptance thereof by the City. University shall continue to be responsible for any damage to accepted ZSFG Campus Improvements caused by its construction activities as provided in this Agreement.

(c) **Warranty for Defects.** University hereby warrants to the City that all materials and equipment furnished by University for the ZSFG Campus Improvements shall be (i) new, (ii) of good and workmanlike quality, and (iii) in accordance with the Final Construction Documents related to the ZSFG Campus Improvements at the time of completion. City's acceptance of the ZSFG Campus Improvements shall not constitute a waiver of defects by the City. University covenants that all ZSFG Campus Improvements shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year following City's acceptance of the ZSFG Campus Improvements, provided the warranty period for plant materials including trees shall be three (3) years (as applicable, the "**Warranty Period**"). University's liability in connection with the warranty pertaining to the ZSFG Campus Improvements under this Section 6.1(c) shall not extend to ordinary wear and tear or harm or damage from improper maintenance, operation or use of the ZSFG Campus Improvements. During the Warranty Period, University shall, as necessary, and upon receipt of a reasonable request in writing from City, cause any work that does not conform to the requirements set forth in the first sentence of this Section 6.1(c) to be corrected or repaired or cause any defects in the ZSFG Campus Improvements to be replaced, at its own

expense. During the Warranty Period, should University fail to act with reasonable promptness to make such correction, repair or replacement of the ZSFG Campus Improvements, or should an emergency require that correction, repair or replacement of such ZSFG Campus Improvements be made before University can be notified (or prior to University's ability to respond after notice) in order to circumvent an immediate and imminent threat to the health or safety of any person or substantial damage to property or to correct a condition that interferes with City's ability to properly provide access to or delivery of healthcare, City, at its option and provided that notice thereof is provided to University, may make the necessary correction, repair, or replacement or otherwise perform the necessary work to such ZSFG Campus Improvements, and University shall reimburse the City for the actual cost thereof. The provisions of this Section 6.1(c) shall survive the termination of this Agreement.

(d) Delivery of ZSFG Campus Improvements. University shall deliver the ZSFG Campus Improvements free of all liens and, upon completion thereof, shall provide to City fully executed waivers and releases of mechanics' and materialmans' liens, in the form prescribed under applicable Laws, from the general contractor and all other contractors and subcontractors performing work related to the ZSFG Campus Improvements, and at the time of such delivery shall remove all construction materials and construction equipment from the affected portions of the ZSFG campus and shall repair, at University's cost, any damage caused by such removal or caused by University's construction activities on the ZSFG campus. Upon City's acceptance of the ZSFG Campus Improvements, University shall either (i) assign to the City any rights it may have against third parties with respect to any defects in design or construction of the ZSFG Campus Improvements and obligations of design professionals to maintain professional liability insurance, or (ii) retain the right to enforce any such rights during the Warranty Period to the extent of University's obligations under Section 6.1(c), and take action to enforce such rights if needed as set forth in Section 5.5.

6.2 Completion of Research Facility Building and Utility Connections

(a) Before issuance by University's inspection agents of a Certificate of Occupancy or a Temporary Certificate of Occupancy, University shall not occupy the Research Facility Building for any purpose other than for construction purposes under this Agreement.

(b) For purposes of the Research Facility Building and the utility connections to be installed on the Utility Installation Site, "**Completed**" or "**Completion**" means completion of construction of the Research Facility Building or such utility connections, as applicable, in accordance with the Final Construction Documents relating to the same, as evidenced by University's receipt of a Certificate of Occupancy or a Temporary Certificate of Occupancy.

6.3 Completion of Research Facility Building and Utility Connections

Upon Completion of Construction and City's delivery of the Acceptance Letter, University shall remove all construction materials and construction equipment from the affected portions of the ZSFG campus and shall repair, at University's cost, any damage caused by such removal or caused by University's construction activities on the ZSFG campus.

6.4 Termination of Agreement Upon Completion of Construction and Acceptance of ZSFG Campus Improvements; Form of Termination Confirmation

(a) Form of Termination of Agreement. Upon (i) Completion of the Research Facility Building and the utility connections to be installed on the Utility Installation Site and (ii) City's delivery of the Acceptance Letter for the ZSFG Campus Improvements in accordance with Section 6.1(a), the Parties shall confirm in writing the satisfaction of the obligations under this Agreement and, if the Parties previously recorded a Memorandum of Agreement, the Parties shall execute and record in the

Official Records a Termination of Lease Disposition and Development Agreement in the form of Attachment E (the "**Termination of LDDA**"), or such other form as shall be reasonably agreed to by the Parties.

(b) **Termination of Agreement Upon Recordation.** Recording of the Termination of LDDA will terminate this Agreement; *provided, however*, that such termination shall not relieve University of its obligations to complete any deferred items identified in the Acceptance Letter ("**Deferred Items**"), nor shall such termination relieve either Party of its obligations pursuant to any of the other provisions of this Agreement that expressly survive such a termination. City's determination regarding the satisfaction of University's construction obligations is not directed to, and thus City assumes no responsibility for, engineering or structural matters or compliance with building codes, regulations, Regulatory Approvals or Laws insofar as they are applicable to University as provided in this Agreement.

7. ENCUMBRANCES AND LIENS

7.1 No Mortgage of Fee

University may not under any circumstance engage in any financing or other transaction creating any mortgage, lien or other encumbrance on City's fee interest in the Property. City's fee interest in the Property shall not be subordinated under any circumstance whatsoever to any Mortgage (as defined in the Ground Lease) allowed under the Ground Lease.

7.2 Leasehold Liens

Following the Close of Escrow, University shall, pursuant to the terms and conditions of the Ground Lease, have the right to assign, mortgage or encumber any or all of its right, title and interest in the Property by way of leasehold mortgages, deeds of trust or other security instruments to any Mortgagee (as defined in the Ground Lease) under a Mortgage permitted under the Ground Lease. University may assign, mortgage or encumber its interest under this Agreement to any Mortgagee permitted under the Ground Lease under a Mortgage permitted under the Ground Lease, and in such event all of the provisions set forth in the Ground Lease relating to the rights of Mortgagees shall also apply to the rights and obligations of University and City under this Agreement.

7.3 Mechanics' Liens

University shall keep the Site, this Agreement, and any Improvements thereon free from any liens arising out of any work performed, materials furnished or obligations incurred by University or its Agents. If University does not, within thirty (30) days following notice of the imposition of any such lien, cause the same to be released of record or sufficiently bonded over in City's reasonable determination, it shall be a material default under this Agreement, and City shall have, in addition to all other remedies provided by this Agreement or by Law, the right but not the obligation to cause the same to be released or bonded over by such means as it shall deem proper, including without limitation, payment of the claim giving rise to such lien. All sums paid by City for such purpose and all reasonable out of pocket expenses incurred by City in connection therewith shall be payable to City by University within thirty (30) days following written demand by City, which demand shall include reasonable supporting documentation of such expenses. City shall keep the Site and any Improvements thereon free from any liens arising out of any work performed, materials furnished or obligations incurred by City or its Agents.

7.4 Contests

University may contest the validity or amount of any mechanic's lien related to the Property and to pursue any remedies associated with such contest; *provided, however*, such contest and pursuit of remedies does not subject the Property or any portion of it to forfeiture or sale and such contest shall be subject to all of the terms and conditions of the Ground Lease, including, but not limited to, the provision of security.

8. ASSIGNMENT AND TRANSFER

8.1 Prohibition Against Transfer of the Agreement

University may not sell, convey, assign, transfer, alienate or otherwise dispose of all or any of its interest or rights in this Agreement, including, but not limited to, any right or obligation to acquire a leasehold estate in the Research Facility Site, to develop the Research Facility Site, the ZSFG Campus Improvements Site or the Utility Installation Site or to otherwise do any of the above or make any contract or agreement to do any of the same (collectively, a "**Transfer**"), without in each instance obtaining the prior written approval of City, which approval may be given, withheld, or conditioned in City's sole discretion. Consent to any one Transfer will not be a waiver of City's right to require such consent for each and every subsequent Transfer. University shall reimburse City for its reasonable costs of reviewing a proposed Transfer, as provided in the Ground Lease, even if such cost is incurred prior to Close of Escrow.

8.2 No Release of Obligations

Except as expressly provided in the Ground Lease or by the specific written approval of City, which City may give or withhold in its sole discretion, no Transfer will relieve University or any other party from any obligations under this Agreement or the Ground Lease.

9. [RESERVED]

10. DEFAULTS, REMEDIES AND TERMINATION

10.1 Events of Default — University

Except to the extent caused directly or indirectly by a failure of City to comply with the terms of this Agreement, and subject to the provisions of Section 12.1, any one or more of the following constitute an Event of Default by University:

(a) University fails to pay any amount required to be paid under this Agreement when due and such failure continues for sixty (60) days following written notice from City to University;

(b) Provided that all conditions to University's obligation to the Close of Escrow as set forth in Section 2.5 have been satisfied or waived, University does not accept Delivery of the Property in accordance with this Agreement, the Ground Lease, the Construction License, the Utility Easement Agreement or any other agreement executed by City and University with respect to the Project within the times set forth therein, and such failure continues for a period of fifteen (15) business days after written notice from City;

(c) Subject to Force Majeure and Litigation Force Majeure, University fails to commence in accordance with the Schedule of Performance, or after commencement fails to prosecute

diligently to Completion, the Construction of the Improvements to be constructed on the Research Facility Site, the ZSFG Campus Improvements Site and the Utility Installation Site on or before the required completion dates set forth in the Schedule of Performance, or abandons or substantially suspends Construction for more than sixty (60) consecutive days, and such failure to commence or prosecute diligently to completion, abandonment or suspension continues for a period of sixty (60) days (or such later date as agreed to by City in its sole discretion) from the date of written notice from City, except for Deferred Items, if any, and that failure to prosecute diligently to Completion is due to the fault of University or University's Agents;

(d) University does not submit such of the Construction Documents pertaining to design as are required to be submitted within the times provided in this Agreement and the Schedule of Performance or by any permitted Site Permit, and University does not cure such default within sixty (60) days after the date of written demand by City to University;

(e) After Close of Escrow, University commits an uncured Event of Default under the Ground Lease, as Event of Default is defined in the Ground Lease, but such Event of Default under this Agreement shall be deemed cured if the Event of Default as defined in the Ground Lease is cured pursuant thereto;

(f) University files a petition for relief, or an order for relief is entered against University, in any case under applicable bankruptcy or insolvency Law, or any comparable Law that is now or hereafter may be in effect, whether for liquidation or reorganization, which proceedings if filed against University are not dismissed or stayed within one hundred twenty (120) days;

(g) A writ of execution is levied on this Agreement that is not released within one hundred twenty (120) days, or a receiver, trustee or custodian is appointed to take custody of all or any material part of the property of University, which appointment is not dismissed within one hundred twenty (120) days;

(h) University makes a general assignment for the benefit of its creditors;

(i) Subject to University's right to self-insure pursuant to Section 5.11, University fails to maintain the insurance required pursuant to Section 5.11, or fails to deliver certificates or policies as required pursuant to that Section, and such failure continues for sixty (60) days following written notice from City to University (provided, University's failure to have insurance as and when required will not affect or increase City's liability in any way under this Agreement);

(j) Without limiting any other provisions of this Section, subject to Force Majeure and Litigation Force Majeure, University violates any other covenant, or fails to perform any other obligation to be performed by University under this Agreement at the time such performance is due, and such violation or failures continues without cure for more than thirty (30) days after written notice from City specifying the nature of such violation or failure, or, if such cure cannot reasonably be completed within such thirty (30)-day period, if University does not within such thirty (30)-day period commence such cure, or having so commenced, does not prosecute such cure with diligence and dispatch to completion within a reasonable time thereafter;

(k) University executes any mortgage, encumbrance or lien not permitted by this Agreement or the Ground Lease, or such mortgage, encumbrance or lien is placed of record (regardless of whether or when it is foreclosed or otherwise enforced); and

(l) Any Transfer made in violation of Section 8.1.

10.2 Remedies of City

Upon the occurrence and during the continuance of an Event of Default by University, City has the remedies set forth below:

(a) **Before Close of Escrow.** For an Event of Default by University that occurs before the Close of Escrow, City is entitled to all rights and remedies at law or in equity, including but not limited to actual out of pocket damages and termination of this Agreement, upon thirty (30) days' written notice to University after the applicable cure period with respect to such an Event of Default has expired.

(b) **After Close of Escrow.** For an Event of Default by University that occurs after the Close of Escrow, City is entitled to the same rights and remedies as set forth in Article 23 of the Ground Lease. Upon the occurrence and during the continuance of such an Event of Default, City shall have all rights and remedies available at law or equity, including such equitable relief that may be appropriate to the circumstances of such Event of Default, provided (1) City shall first seek injunctive relief, an order for specific performance, and/or damages, and (2) City shall not have the right to terminate this Agreement except (i) following a material breach for which termination is a permitted remedy under California law; (ii) which has been finally adjudicated by the Superior Court of California, County of San Francisco, with jurisdiction over the Parties and this Lease as the appropriate remedy and Tenant has either exhausted all appeals or failed to file an appeal thereof within the required time frame (including any available extensions), and (iii) the breach cannot be remedied by money or by some other non-termination remedy. All of City's rights and remedies shall be cumulative, and except as may be otherwise provided by applicable Law, the exercise of any one or more rights shall not preclude the exercise of any others. Any termination of this Agreement by City shall result in a simultaneous termination of the Ground Lease, and any termination of the Ground Lease by City shall result in a simultaneous termination of this Agreement.

(c) **Nonliability of University's Member, Partners, Shareholders, Directors Officers and Employees.** No member, officer, partner, agent, shareholder, director or employee of University will be personally liable to City in the event of an Event of Default by University or for any amount that may become due to City or with respect to any obligations under the terms of this Agreement or the Ground Lease including, without limitation, the indemnity obligations set forth in Section 3.5.

10.3 Events of Default – City

Any one or more of the following constitute an Event of Default by City:

(a) Provided that all conditions to City's obligation to the Close of Escrow as set forth in Section 2.4 have been satisfied or waived by City, City fails to make Delivery of the Property in violation of this Agreement within the times set forth in this Agreement, and such failure continues for thirty (30) days after written notice from University;

(b) Without limiting subsection (a) above or subsection (c) below, subject to Force Majeure and Litigation Force Majeure, City violates any other covenant, or fails to perform any other obligation to be performed by City under this Agreement or the Ground Lease at the time such performance is due and such violation or failure continues without cure for more than thirty (30) days after the written notice by University, specifying the nature of such violation or failure, or, if such cure cannot reasonably be completed within such thirty (30)-day period, if City does not within such thirty (30)-day period commence such cure, or having so commenced does not prosecute such cure with diligence and dispatch to completion within a reasonable time thereafter; and

(c) City fails to pay any amount required to be paid under this Agreement when due and such failure continues for thirty (30) days following written notice from University to City.

10.4 Remedies of University

Upon the occurrence of an Event of Default by City, University has the remedies set forth below:

(a) **Before Close of Escrow.** For an Event of Default by City that occurs before the Close of Escrow, University is entitled to all rights and remedies at law or in equity, including but not limited to actual out of pocket damages and termination of this Agreement, upon thirty (30) days' written notice to City after the applicable cure period with respect to such an Event of Default has expired.

(b) **After Close of Escrow.** For an Event of Default by City that occurs after the Close of Escrow, University is entitled to the same rights and remedies as set forth in Article 26 of the Ground Lease. Upon the occurrence and during the continuance of such an Event of Default, University shall have all rights and remedies available at law or equity, including such equitable relief that may be appropriate to the circumstances of such Event of Default, provided (1) University shall first seek injunctive relief or an order for specific performance, where appropriate to the circumstances, (2) University shall not have the right to terminate this Agreement except following a material breach for which termination is a permitted remedy under California law and the breach cannot be remedied by money or by some other remedy, and (3) any damages claim shall be limited to actual out of pocket damages. City acknowledges that an Event of Default by City hereunder will be conclusively deemed to be a breach of an agreement to transfer real property that cannot be adequately relieved by pecuniary compensation as set forth in California Civil Code Section 3387. All of University's rights and remedies shall be cumulative, and except as may be otherwise provided by applicable Law, the exercise of any one or more rights shall not preclude the exercise of any others. Any termination of this Agreement by University shall result in a simultaneous termination of the Ground Lease, and any termination of the Ground Lease by University shall result in a simultaneous termination of this Agreement.

(c) **Nonliability of City Members, Officials and Employees.** No member, official, commissioner or employee of City will be personally liable to University, or any successor in interest, in the event of an Event of Default by City or for any amount that may become due to University or successor or on any obligations under the terms of this Agreement.

10.5 General

(a) **Institution of Legal Actions.** Subject to the limitations contained in this Agreement, either Party may institute legal action to cure correct or remedy any Event of Default, to recover damages for any default or to obtain any other remedy consistent with the terms of this Agreement. Such legal actions shall be instituted in the Superior Court of City and County of San Francisco, State of California, in any other appropriate court in that City and County or, if appropriate, in the Federal District Court in San Francisco, California.

(b) **Acceptance of Service of Process.** In the event that any legal action is commenced by University against City, service of process on City shall be made by personal service upon City in such manner as may be provided by Law. In the event that any legal action is commenced by City against University, service of process on University shall be made by personal service upon University at the address provided for notices or such other address as shall have been given to City by University under Section 12.2, or in such other manner as may be provided by Law, and will be valid whether made within or outside of the State of California.

(c) **Rights and Remedies Are Cumulative.** Except with respect to any rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law, in equity or by this Agreement, are cumulative, and not in derogation of other rights and remedies found in this Agreement and, after Delivery, in the Ground Lease. The exercise by either Party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by either Party with respect to the performance, or manner or time of performance, or any obligation of the other party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived to the extent of such waiver, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

(d) **Limited Damages.** The Parties are entering into this Agreement for the public good, and not as a means to create liabilities or profits for either Party. Accordingly, in any instance where a Party is liable to the other for damages, it shall be limited to actual out of pocket damages incurred by that Party and shall not include lost profits, the cost differential of alternative sites, or incidental, consequential or punitive damages. With respect to any indemnity, actual damages shall include the actual amount paid to third parties that falls within the scope of the indemnity. The Parties would not enter into this Agreement without the limitation on damages set forth in this Section 10.5(d).

10.6 Plans and Data

If either Party terminates this Agreement before Completion of the Improvements, University shall deliver to City copies of any and all reports and studies in its possession regarding the Property and copies of all Construction Documents within thirty (30) days after written demand from City, in each case subject to any restrictions on the confidentiality and/or transmission of the same. The foregoing shall be provided without any representations and warranties with respect to the same and University expressly disclaims any representations, warranties and statements made in any such reports, studies and other materials delivered pursuant to this Section 10.6 and will have no liability or responsibility with respect thereto.

10.7 Return of Site

If this Agreement terminates due to an Event of Default by University, University shall, at its sole expense and as promptly as practicable, return the Property to City in a condition not less safe than the condition of the Property on the Effective Date, and unless otherwise requested by City, shall remove all loose building materials and debris present at the Property resulting from University's Construction activities. In the event that University is required to return the Property as provided above in this Section 10.7, University shall obtain those permits customary and necessary to enter upon the Property in order to complete such work and shall otherwise comply with applicable Law pertaining to University with respect to such work. In such event, City shall cooperate with University in University's efforts to obtain such permits, provided that City will not be required to expend any money or undertake any obligations in connection therewith. Notwithstanding any such termination, the provisions of this Section shall survive any termination of this Agreement.

11. SPECIAL PROVISIONS

University agrees to comply with the following, based on the requirements in effect as of the Effective Date, and as they may be amended between the Effective Date and the Ground Lease Commencement Date (as defined in the Ground Lease).

11.1 Covenant Not to Discriminate.

(a) **Covenant Not to Discriminate.** In the performance of this Agreement, University covenants and agrees that it will not discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy) because of habit, local custom, or otherwise. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, and national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) **Other Contracts.** University shall include in all contracts relating to the Improvements to be constructed on the Property a non-discrimination clause applicable to such contractor in substantially the form of Section 11.1(a) above.

11.2 Mitigation Measures

In order to mitigate any significant environmental impacts of development of the Property, University agrees that University will comply with the mitigation measures and General Plan Referral Conditions described in, respectively, Attachment D-1 and Attachment D-2.

11.3 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. University acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

11.4 Tropical Hardwood Ban/Virgin Redwood Ban

Pursuant to Section 804(b) of the San Francisco Environment Code, City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as permitted by City under application of Sections 802(b) and 803(b) of the San Francisco Environment Code, University shall not provide any items to the rehabilitation or development of the Property, or otherwise in the performance of this Agreement that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood products.

11.5 Tobacco Product Advertising Prohibition

University acknowledges and agrees that no advertising of cigarettes or tobacco products shall be allowed on the Property. The foregoing advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to (a) communicate the health hazards of cigarettes and tobacco products or (b) encourage people not to smoke or to stop smoking.

11.6 Drug-Free Workplace

University acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on City premises. University and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

11.7 Pesticide Restrictions

DPH, in its operation of the ZSFG campus, is subject to the provisions of Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or “**IPM Ordinance**”), which describes an integrated pest management (“**IPM**”) policy to be implemented by all City departments. Because of the impact such pesticide use could have on the balance of the ZSFG campus, University agrees to confer with City staff prior to using or applying pesticides on the outdoor areas of the Property (i.e., outside of the Improvements), or contracting with any party to provide pest abatement or control services, on the outdoor areas of Property to allow DPH staff to confer with the San Francisco Department of the Environment to ascertain the impact of such activity on the balance of the ZSFG campus. University shall (i) list, to the extent reasonably possible, the types and estimated quantities of pesticides that University may need to apply to the exterior portions of the Premises, (ii) describe the steps University will take with respect to such outdoor areas that are consistent with City’s IPM Policy described in Section 300 of the IPM Ordinance and (iii) identify, by name, title, address and telephone number, an individual to act as University’s primary contact person with the City with regard to such pesticide application. University shall comply, and shall require all of University’s contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g) and 306 of the IPM Ordinance as if University were a City department. Among other matters, the provisions of the IPM Ordinance to which DPH is subject: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City’s Department of the Environment), (c) impose certain notice requirements, and (d) require DPH to keep certain records and to report to the Department of the Environment all pesticide use on City property.

University agrees that if University or University’s contractor will apply pesticides to outdoor areas at the Property, University will first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation (“**CDPR**”) and any such pesticide application shall be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license.

11.8 Substitute for City’s Apprenticeship and Local Hiring Ordinance

University, as the second largest employer in San Francisco and a critical component of San Francisco’s important health and life science sectors, recognizes its ability to provide job training and

opportunity to San Francisco residents. University and City have agreed to work together to ensure resident workers are made aware of construction employment opportunities, and are fairly and equitably considered for hire at the time job opportunities become available in connection with Project, in the manner described in Attachment O.

11.9 University Conflicts of Interest

Through its execution of this Agreement, University certifies that it does not know of any fact that would constitute a conflict of interest pursuant to the Regents of the University of California's Conflict of Interest Code created pursuant to The Political Reform Act, Government Code section 81000, et seq., and agrees that if University becomes aware of any such fact during the term of this Agreement then University shall immediately notify the City. University further states that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections Section 87100 et seq. and Sections Section 1090 et seq. of the Government Code of the State of California, and certifies that it knows of no facts that would constitute a violation of said provisions, and agrees that if University becomes aware of any such fact during the term of this Agreement then University shall promptly notify the City. University further certifies that it has made a complete disclosure to City of all facts bearing on any possible interests, direct or indirect, which University believes any officer or employee of City presently has or will have in this Agreement or in the performance thereof or in any portion of the profits thereof. Willful failure by University to make such disclosure, if any, shall constitute grounds for City's termination and cancellation of this Agreement.

11.10 Prohibition of Political Activity with City Funds

Through its execution of this Agreement, University acknowledges that no funds appropriated by City for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "**Political Activity**"). Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity.

11.11 Preservative Treated Wood Containing Arsenic

University may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. University may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude University from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

11.12 Compliance with Disabled Access Laws

University acknowledges that, pursuant to the Disabled Access Laws, programs, services and other activities provided by a public entity to the public, whether directly or through University or contractor, must be accessible to the disabled public.

11.13 Graffiti Removal

From and after the Close of Escrow, University shall remove all graffiti from the Research Facility Site within ten (10) days of the earlier of University's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

11.14 Budgetary and Fiscal Requirements of City Charter

The terms of this Agreement shall be governed by and subject to the budgetary and fiscal provisions of the City's Charter. Notwithstanding anything to the contrary contained in this Agreement, there shall be no obligation for the payment or expenditure of money by City under this Agreement unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

12. GENERAL PROVISIONS

12.1 Force Majeure – Extension of Time of Performance

(a) **Effect of Force Majeure.** For the purpose of any of the provisions of this Agreement, including, without limitation, the Schedule of Performance, neither University, University's Agents, University's Contractors of any tier, any University successor in interest, City, City's Agents, nor any City successor in interest (the "**Delayed Party**," as applicable) will be considered in breach of or default in any obligation or satisfaction of a condition to an obligation of the other Party in event of Force Majeure or Litigation Force Majeure.

(b) **Definition of Force Majeure.** "**Force Majeure**" means events other than Litigation Force Majeure that cause delays in the Delayed Party's performance of its obligations under this Agreement, or in the satisfaction of a condition to the other Party's performance under this Agreement, due primarily to causes beyond the Delayed Party's control and not caused by the acts or omissions of the Delayed Party (excluding, in any case, a Delayed Party's performance of the payment of money required under the terms of this Agreement), including, but not restricted to: acts of God or of the public enemy; war; explosion; invasion; insurrection; rebellion; riots; acts of the government (including any general moratorium in the issuance of permits applicable to the Site or the Improvements, provided, however, in the absence of such a moratorium, acts of the government relating to issuance of building permits or other applicable Regulatory Approvals are governed by Section 12.1(d)); fires; floods; tidal waves; epidemics; quarantine restrictions; freight embargoes; earthquakes; unusually severe weather; delays of contractors or subcontractors due to any of these causes; the unanticipated presence of Hazardous Materials or other concealed conditions on the Site or Improvements that would not have reasonably been discovered through due diligence and that would delay or materially adversely impair University's ability to construct the Project; substantial interruption of work because of other construction by third parties in the immediate vicinity of the Site; archeological finds on the Site; strikes, and substantial interruption of work because of labor disputes; inability to obtain materials or reasonably acceptable substitute materials (provided that University has ordered such materials on a timely basis and University is not otherwise at fault for such inability to obtain materials); changes in state or federal law that would delay or materially adversely impair University's ability to construct the Project. Force

Majeure, as it relates to University's obligations only, shall also include City's failure to act within a reasonable time in keeping its standard practices, or (when applicable) within the specific timeframes required by this Agreement, whenever University requests an approval or consent from City, provided Force Majeure shall not include any delays caused by University's failure to submit complete applications and materials required in connection with any such request for approval or consent. In the event of the occurrence of any such Force Majeure delay, the time or times for performance of the obligations of University or City will be extended for the period of the delay; provided, however, within thirty (30) days after the beginning of any such delay, the Delayed Party shall have first notified the other Party in writing of the cause or causes of such delay and claimed an extension for the reasonably estimated period of the delay. Notwithstanding anything to the contrary in this Section, the lack of credit or financing (unless such lack is itself a result of some other event of Force Majeure) shall not be considered to be a matter beyond University's control and therefore no event caused by a lack of such financing in and of itself shall be considered to be an event of Force Majeure for purposes of this Agreement.

(c) Definition of Litigation Force Majeure. "Litigation Force Majeure" means any action or proceeding before any court, tribunal, or other judicial, adjudicative or legislative decision-making body, including any administrative appeal, brought by a third party, (a) that seeks to challenge the validity of any action taken by City or University in connection with the Project, including City's or University's approval, execution, and delivery of this Agreement or the Ground Lease and its performance hereunder, or other action by University or its Board of Regents or City or any of its commissions approving the execution and delivery of this Agreement, the performance of any action required or permitted to be performed by University or City hereunder, or any findings upon which any of the foregoing are predicated, or (b) which seeks to challenge the validity of any other Regulatory Approval. Performance by a party hereunder shall be deemed delayed or made impossible by virtue of Litigation Force Majeure during the pendency thereof, and until a judgment, order, or other decision resolving such matter in favor of the party whose performance is delayed has become final and unappealable. Under no circumstances shall the delay attributable to an event of Litigation Force Majeure extend beyond twenty-four (24) months unless both Parties in each of their respective sole and absolute discretion expressly waive such limitation. The Parties shall each proceed with due diligence and, shall cooperate with one another to defend the action or proceeding or take other measures to resolve the dispute that is the subject of such action or proceeding.

(d) Permits. If University is diligently proceeding to obtain necessary building permits or addenda as required by Section 2.10(b) or other applicable Regulatory Approvals for the Improvements, Force Majeure includes University's inability to obtain any such building permits or addenda or other Regulatory Approvals.

(e) Limitations Before Close of Escrow. Before the Close of Escrow, Force Majeure delays (other than Litigation Force Majeure or delays described in Section 12.1(d)) will be limited to an aggregate of sixty (60) months. At any time after the expiration of such sixty (60)-month period, the other Party may terminate the Agreement by giving thirty (30) days' notice to the Delayed Party.

12.2 Notices

(a) Manner of Delivery. Except as otherwise expressly provided in this Agreement, all notices, demands, approvals, consents and other formal communications between City and University required or permitted under this Agreement shall be in writing and shall be deemed given and effective (i) on the date of receipt if given by personal delivery on a business day (or the next business day if delivered personally on a day that is not a business day), or (ii) if mailed, three (3) business days after deposit with

the U.S. Postal Service for delivery by United States registered or certified mail, first class postage prepaid, or (iii) on the first business day after deposit with a reputable overnight delivery service, all fees for such delivery prepaid, in each case to City or University at their respective addresses for notice designated below. For convenience of the Parties, copies of notices may also be given by telefacsimile to the facsimile number set forth below or such other number as may be provided from time to time by notice given in the manner required under this Agreement; however, neither Party may give official or binding notice by telefacsimile or email.

(b) **Request for Approval.** In order for a request for any approval required under the terms of this Agreement to be effective, it shall be clearly marked "Request for Approval" and state (or be accompanied by a cover letter stating) substantially the following:

(i) the section of this Agreement under which the request is made and the action or response required;

(ii) if applicable, the period of time as stated in this Agreement within which the recipient of the notice shall respond; and

(iii) if specifically stated in the Agreement that the failure to object to the notice within the stated time period will be deemed to be the equivalent of the recipient's approval of or consent to the request for approval that is the subject matter of the notice.

In the event that a request for approval states a period of time for approval that is less than the time period provided for in this Agreement for such approval, the time period stated in this Agreement shall be the controlling time period. In no event shall a recipient's approval of or consent to the subject matter of notice be deemed to have been given by its failure to object to such notice if such notice (or the accompanying cover letter) does not comply with the requirements of this Section.

(c) **Addresses for Notices.** All notices shall be properly addressed and delivered to the Parties at the addresses set forth below or at such other addresses as either Party may designate by written notice given in the manner provided in this Section:

To University: The Regents of the University of California
Office of the President
1111 Franklin Street, Sixth Floor
Oakland, California 94607
Attn: Director of Real Estate

With a copy to: University of California, San Francisco
Real Estate Services
654 Minnesota Street, 2nd Floor
San Francisco, California 94143-0287
Attn: Director, Real Estate Services

To City:

City and County of San Francisco
Real Estate Division
25 Van Ness Ave., Suite 400
San Francisco, California 94112
Attn: Director of Property

San Francisco Department of Public Health
101 Grove Street
San Francisco, CA 94102
Attn: Director of Health

Office of City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attention: Real Estate/Finance Team

Director of Department of Public Works
Department of Public Works
City and County of San Francisco
Room 348, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

12.3 Conflict of Interest

No member, official or employee of City may have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement that affects her or his personal interest or the interests of any corporation, partnership or association in which she or he is interested directly or indirectly.

12.4 Inspection of Books and Records

City, including its Agents, has the right, during the continuance of an uncured Event of Default, to inspect the books and records of University pertaining to University's compliance with its obligations under this Agreement, provided that City shall provide at least ten (10) business days' prior written notice of any such inspection, which shall take place at the offices of University where such books and records are maintained, and City shall, to the maximum extent allowed by applicable Law, keep strictly confidential any such information that University reasonably and in good faith determines is proprietary and clearly and conspicuously so designates.

12.5 Time of Performance

(a) **Expiration.** All performance dates (including cure dates) expire at 5:00 p.m., San Francisco, California time, on the performance or cure date.

(b) **Weekends and Holidays.** A performance date that falls on a Saturday, Sunday or City holiday is deemed extended to the next working day.

(c) **Days for Performance.** All periods for performance specified in this Agreement in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this Agreement.

(d) **Time of the Essence.** Time is of the essence with respect to each required completion date in the Schedule of Performance, subject to the provisions of Section 12.1 relating to Force Majeure and Litigation Force Majeure and subject to the cure provisions of Section 10.1(c).

12.6 Interpretation of Agreement

(a) **Attachments.** Whenever an "Attachment" is referenced, it means an exhibit or attachment to this Agreement unless otherwise specifically identified. All such exhibits are incorporated in this Agreement by reference.

(b) **Captions.** Whenever a section or paragraph is referenced, it refers to this Agreement unless otherwise specifically identified. The captions preceding the sections of this Agreement and in the table of contents have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Agreement.

(c) **Words of Inclusion.** The use of the term "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such item, statement or matter to the specific items or matters, whether or not language of non-limitation is used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

(d) **No Presumption Against Drafter.** This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, experienced and knowledgeable legal counsel has represented each Party. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement (including, but not limited to California Civil Code Section 1654).

(e) **Costs and Expenses.** The Party on which any obligation is imposed in this Agreement shall be solely responsible for paying all costs and expenses incurred in the performance of such obligation, unless the provision imposing such obligation specifically provides to the contrary.

(f) **Agreement References.** Wherever reference is made to any provision, term or matter "in this Agreement," "herein" or "hereof" or words of similar import, the reference shall be deemed to refer to any and all provisions of this Agreement reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered section or paragraph of this Agreement or any specific subdivision of this Agreement.

(g) **Approvals.** Unless this Agreement otherwise expressly provides or unless City's Charter otherwise requires, all approvals, consents or determinations to be made by or on behalf of City or City under this Agreement shall be made by the Director of Property or his designee, and the Director of Property is hereby authorized to make such approvals, consents and determinations.

12.7 Successors and Assigns

This Agreement is binding upon and will inure to the benefit of the successors and assigns of City and University, subject to the limitations set forth in Section 8. Where the term "University" or "City" is used in this Agreement, it means and includes their respective successors and assigns.

12.8 No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of City and University and their successors and assigns. No other Person shall have or acquire any right or action based upon any provisions of this Agreement.

12.9 Real Estate Commissions

University and City each represents that it engaged no broker, agent or finder in connection with this transaction. In the event any broker, agent or finder makes a claim, the Party through whom such claim is made agrees to Indemnify the other Party from any Losses arising out of such claim. The foregoing shall survive the termination of this Agreement.

12.10 Counterparts

This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

12.11 Entire Agreement

This Agreement (including the Attachments) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the terms and conditions mentioned in or incidental to this Agreement. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

12.12 Amendment

Neither this Agreement nor any of its terms may be terminated, amended or modified except by a written instrument executed by the Parties.

12.13 Governing Law

The Laws of the State of California shall govern the interpretation and enforcement of this Agreement. As part of the consideration for City's entering into this Agreement, University agrees that all actions or proceedings arising directly or indirectly under this Agreement may be litigated in courts having sites within the State of California having jurisdiction of the dispute arising under this Agreement, and University expressly consents to the jurisdiction of any such local, state or federal court, and consents that any service of process in such action or proceeding may be made by personal service upon University wherever University may then be located, or by certified or registered mail directed to University at the address set forth in Section 12.2 for the delivery of notices.

12.14 Recordation

A Memorandum of Agreement will be recorded by University in the Official Records on or after the Effective Date. Either Party shall, promptly upon request of the other Party, deliver to such requesting Party a duly executed and acknowledged quitclaim deed, suitable for recordation in the Official Records and in form and content reasonably satisfactory to the requesting Party (and City Attorney in the event that City is the requesting Party), for the purpose of effecting the termination of the non-requesting Party's interest under this Agreement upon the termination of this Agreement. Either Party may record such quitclaim deed at any time on or after the termination of this Agreement, without the need for any approval or further act of the non-requesting Party.

12.15 Extensions by City

Upon the request of University, City, acting through the Director of Property, may, by written instrument, extend the time for University's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as the Director of Property determines is appropriate, including but not limited to, the time within which University shall agree to such terms or conditions, provided, however, any such extension or grant of permission to cure any particular default will not operate to release University from, nor constitute a waiver of City's rights with respect to any of University's obligations or any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement or otherwise effect the time of the essence provisions with respect to the extended date or the other dates for performance under this Agreement. The foregoing shall not limit or alter University's right to assert a Force Majeure delay for any delay caused by City.

12.16 Further Assurances; Technical Corrections

The Parties agree to execute and acknowledge such other and further documents and take such other reasonable actions as may be necessary or reasonably required to effectuate the terms of this Agreement. The Director of Property is authorized to execute on behalf of City any closing or similar documents and any contracts, agreements, memoranda or similar documents with State, regional or local entities or other Persons that are necessary or proper to achieve the purposes and objectives of this Agreement and do not materially increase the obligations of City under this Agreement, if the Director of Property determines, in consultation with City Attorney, that the document is necessary or proper and in City's best interests. The Director of Property's signature of any such document shall conclusively evidence such a determination by him or her. Further, the parties reserve the right, upon mutual agreement of the Director of Property and University, to enter into memoranda of technical corrections to reflect any non-material changes in the actual legal description and square footages of the Research Facility Site and/or the Improvements, and upon full execution thereof, such memoranda shall be deemed to become a part of this Agreement.

12.17 Attorneys' Fees

If any material dispute arises between the Parties concerning the meaning or interpretation of any provision of this Agreement, then the Party not prevailing in such dispute, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights under this Agreement, including, without limitation, Attorneys' Fees and Costs. Any such Attorneys' Fees and Costs incurred by either Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such Attorneys' Fees and Costs obligation is intended to be several from the other provisions of this Agreement and to survive and not be merged into any such judgment.

12.18 Relationship of Parties

The subject of this Agreement is a private development with neither Party acting as the agent of the other Party in any respect. None of the provisions in this Agreement shall be deemed to render City a partner in University's business, or joint venturer or member in any joint enterprise with University.

12.19 Severability

If any provision of this Agreement, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other Person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this Agreement.

12.20 Effective Date

This Agreement shall become effective on the date the Parties duly execute and deliver this Agreement following approval by City's Board of Supervisors and the Mayor, in their respective sole and absolute discretion. The Effective Date of this Agreement will be inserted by City on the cover page and on Page 1 of this Agreement; provided, however, no failure by City to do so shall in any way invalidate this Agreement. Where used in this Agreement or in any of its exhibits, references to "the date of this Agreement," the "reference date of this Agreement," "Agreement date" or "Effective Date" will mean the Effective Date determined as set forth above and shown on Page 1 of this Agreement.

13. COOPERATION AND GOOD FAITH

In connection with this Agreement, University and City shall reasonably cooperate with one another to achieve the objectives and purposes of this Agreement. In so doing, University and City shall each refrain from doing anything that would render its performance under this Agreement impossible and each shall do everything that this Agreement contemplates that the Party shall do to accomplish the objectives and purposes of this Agreement. In furtherance, and not in limitation of University's obligations under the terms of this Agreement, University covenants that University shall pursue all actions, obligations, undertakings and agreements for which it is responsible under this Agreement with diligence and in good faith, including without limitation, in connection with all submissions required under Section 5.2 and Section 5.3 and any revisions required thereunder, all obligations to seek Regulatory Approvals and any addenda thereto as set forth in Section 2.10(b), all obligations to seek financing commitments and to obtain the other documents and make the submissions required by Section 7.1, and all obligations to reach the agreements and make submissions as set forth in Section 11.

14. DEFINITIONS

For purposes of this Agreement, the following initially capitalized terms shall have the meanings ascribed to them in this Section:

100% Constructions Documents as described in Section 5.2(a)(iii).

Acceptance Letter as defined in Section 6.1(a).

Affiliate as defined in the Ground Lease.

Agents means, when used with reference to either Party to this Agreement or any other Person, the members, officers, directors, commissioners, boards, employees, agents and contractors of such Party or other Person, and their respective heirs, legal representatives, successors and assigns.

Agreement means this Lease Disposition and Development Agreement, as it may be amended from time to time in accordance with its terms.

Attorneys' Fees and Costs means any and all attorneys' fees, costs, expenses and disbursements (including such fees, costs, expenses and disbursements of attorneys of City's Office of City Attorney and of University's in-house counsel) reasonably incurred, including, but not limited to, expert witness fees and costs, travel time and associated costs, transcript preparation fees and costs, document copying, exhibit preparation, courier, postage, facsimile, long-distance and communications expenses, court costs and other costs and fees associated with any other legal, administrative or alternative dispute resolution proceeding, including such fees and costs associated with execution upon any judgment or order, and costs on appeal. For purposes of this Agreement, the reasonable fees of attorneys of the Office of City Attorney and any in-house counsel of University shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which City's or University's counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of University, the number of attorneys employed by University's in-house counsel.

City Caused Title Defect as defined in Section 2.7(d).

City Indemnified Parties means City, including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, all of the Agents of City.

City Staff as defined in Section 5.3(a).

Close Date as defined in Section 2.3(b).

Close of Escrow means the Delivery of the Property by City to University through the Escrow.

Closing Costs as defined in Section 2.3(d).

Closing Statement as defined in Section 2.3(d).

Completion or Completed as defined in Section 6.2(b).

Construct or Construction, means (A) with respect to the Research Facility, all new construction, replacement, rehabilitation, and demolition occurring on the Research Facility Site pursuant to this Agreement and the Ground Lease for the Research Facility, (B) with respect to the ZSFG Campus Improvements, all new construction, replacement, rehabilitation, and demolition occurring on the ZSFG Campus Improvements Site pursuant to this Agreement, the Construction License and the Ground Lease for the ZSFG Campus Improvements, and (C) with respect to the Utility Installation Site, all new construction, replacement, rehabilitation, and demolition occurring on the Utility Installation Site pursuant to this Agreement, the Utility Easement Agreement and the Ground Lease.

Construction Contract as defined in Section 5.5.

Construction License as defined in Section 2.6(b)(i).

Construction Remediation Costs as defined in Section 3.4.

Declaration of Restrictions as defined in Section 2.6(b)(i).

Deferred Items as defined in Section 6.4(b).

Delayed Party as defined in Section 12.1(a).

Delivery or Delivery of the Property means (a) execution and delivery, through Escrow, of the Ground Lease, Construction License and Utility Easement Agreement, and (b) the delivery by City to University of (i) the leasehold estate in the Property under the Ground Lease and (ii) use of the Utility Installation Site and the ZSFG Campus Improvement Site pursuant to the Utility Easement Agreement and the Construction Licenses, respectively.

Design Documents as described in Section 5.2(a).

Design Development Documents as described in Section 5.2(a)(ii).

Disabled Access Laws means all Laws applicable to University related to access for persons with disabilities including, without limitation, the Americans with Disabilities Act, 42 U.S.C.S. Sections 12101 et seq. and with respect to the ZSFG Campus Improvements, disabled access laws under City's building code.

DPW Standards as defined in Section 5.1(f).

Effective Date as defined in Section 12.20.

EIR as defined in Section 5.1(b).

Escrow as defined in Section 2.3(a).

Event of Default as defined in Section 10.

Final Construction Documents as described in Section 5.3(b).

Finally Granted means that the action is final, binding and non-appealable and all applicable statutes of limitation relating to such action, including without limitation with respect to CEQA, shall have expired without the filing or commencement of any judicial or administrative action or proceeding in a court of competent jurisdiction with regard to such action.

Force Majeure means the Force Majeure provisions described in Section 12.1(b).

General Plan Referral Conditions as described in Section 5.1(d).

Ground Lease as defined in Recital E.

Handle when used with reference to Hazardous Materials means to use, generate, process, produce, package, treat, store, emit, discharge, or dispose of any Hazardous Material. "Handling" will have a correlative meaning.

Hazardous Material means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority applicable to

University to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA,” also commonly known as the “Superfund” law), as amended, (42 U.S.C. Sections 9601 et seq.) or under Section 25281 or 25316 of the California Health & Safety Code; any “hazardous waste” as defined in Section 25117 or listed under Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials on the Site, any Improvements to be constructed on the Site by or on behalf of University, and petroleum, including crude oil or any fraction, and natural gas or natural gas liquids.

Hazardous Material Claims means any and all, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law. Hazardous Material Claims include, without limitation, Investigation and Remediation costs, fines, natural resource damages, damages for decrease in value of the Site or any Improvements, the loss or restriction of the use or any amenity of the Site or any Improvements, and attorneys’ fees and consultants’ fees and experts’ fees and costs.

Hazardous Material Laws means any present or future federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its Handling, transportation or Release) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Site (including the Improvements) and any other property, including, without limitation, soil, air, air quality, water, water quality and groundwater conditions.

HazMat Termination Notice as defined in Section 3.4.

Improvements means all physical construction on the Research Facility Site, the ZSFG Campus Improvements Site and the Utility Installation Site to be installed or constructed during the LDDA Term.

Indemnified Parties means, individually or collectively, as the case may be, City Indemnified Parties and University Indemnified Parties.

Indemnify means indemnify, protect, defend and hold harmless.

Initial Research Building Scheme as defined in Section 5.1(b).

Investigate or Investigation when used with reference to Hazardous Material means any activity undertaken to determine the nature and extent of Hazardous Material that may be located in, on, or under the Site, any Improvements or any portion of this Agreement or that have been, are being, or threaten to be Released into the environment. Investigation may include, without limitation, preparation of site history reports and sampling and analysis of environmental conditions in, on, or under the Site or any Improvements.

Invitees as defined in the Ground Lease.

IPD as defined in Section 5.1(h).

Joint Work Schedule as defined in Section 5.10.

Law or Laws shall mean (i) with respect to University and University’s duties and/or obligations under this Agreement, all present and future laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, to the extent applicable to University, and (ii) with respect to City and City’s

duties and/or obligations under this Agreement, all present and future laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, to the extent applicable to City.

LDDA Permit to Enter as defined in Section 4.1(a)(i).

LDDA Term as defined in Section 1.4.

Research Facility Site as defined in Recital A.

Litigation Force Majeure as defined in Section 12.1(c).

Loading Dock Easement Agreement as defined in Section 2.6(b)(i).

Loss or Losses means any and all claims, demands, losses, liabilities, damages (including foreseeable and unforeseeable consequential damages), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses (including, without limitation, Attorneys' Fees and Costs, and consultants' fees and costs) of whatever kind or nature, known or unknown, contingent or otherwise.

Memorandum of Agreement means a memorandum of this Lease Disposition and Development Agreement in the form of Attachment L.

Memorandum of Lease as defined in Section 2.6(b)(i).

Memorandum of Parking Relief Plan as defined in Section 2.2.

Mitigation and Improvement Measures as described in Section 5.1(d).

Mortgage as defined in the Ground Lease.

Mortgagee as defined in the Ground Lease.

Official Records mean, with reference to the recordation of documents, the Official Records of City and County of San Francisco.

Parking Reimbursement Contribution as defined in Section 1.7.

Parking Relief Plan as defined in Section 2.2.

Party means City or University, as a party to this Agreement. "Parties" means both City and University, as parties to this Agreement.

Permitted Title Exceptions as defined in Section 2.7(a).

Person means any individual, partnership, corporation (including, but not limited to, any business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or any other entity or association, the United States, or a federal, state or political subdivision thereof.

Political Activity as defined in Section 11.10.

Project as defined in Section 1.6.

Project Requirements as defined in Section 5.1(d).

Property as defined in Recital A.

Regulatory Approval means, (i) with respect to University or University's duties and/or obligations under this Agreement, any authorization, approval or permit required by any applicable governmental agency having jurisdiction over University, or applicable with respect to the ZSFG Campus Improvements and just with respect to the Research Facility Building as provided in this LDDA, and (ii) with respect to City or City's duties and/or obligations under this Agreement, any applicable governmental agency having jurisdiction over City.

Release when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any Improvements constructed under this Agreement by or on behalf of University, or in, on, or under the Research Facility Site.

Remediate or Remediation when used with reference to Hazardous Materials means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control Hazardous Materials located in, on, or under the Research Facility Site or that have been, are being, or threaten to be Released into the environment.

Remediation Threshold as defined in Section 3.4.

Research Facility Building or Research Facility as defined in Recital B.

SFBC as defined in Section 5.1(c).

Site Permit is a set of drawings for new construction that is considered entirely design development drawings, and do not include structural, mechanical, electrical, plumbing and more detailed information. The primary purpose of a Site Permit is to gain approval of the physical mass of the building as it relates to the site.

Site Permit Process means the process that allows construction to begin with an approved Site Permit and the earthwork and excavation addenda, and then continue to completion following the issuance of addenda covering the remaining aspects and phases of construction not provided for under the initial approved portion of the building permit.

Schematic Drawings as described in Section 5.2(a)(i).

Termination of LDDA as described in Section 6.4(a).

Title Company as defined in Section 2.3(a).

Title Defect as defined in Section 2.7(b).

Title Defect Cure Period as defined in Section 2.7(b).

Transfer as defined in Section 8.1.

University Indemnified Parties means University and its Regents, board members, directors, employees and agents, including, but not limited to, all of its boards, departments, agencies and other subdivisions, including, without limitation, all of the Agents and Invitees of University.

University Work as defined in Section 1.6.

Unmatured Event of Default means any event, act, failure to act, or other occurrence that, with the giving of notice or the passage of time, or both, would constitute an Event of Default under this Agreement.

Utility Easement Agreement as defined in Section 2.6(b)(i).

Utility Installation Site as defined in Recital A.

Work Plan as defined in Section 5.6.

ZSFG as defined in Recital A.

ZSFG Campus Improvements Site as defined in Recital A.

ZSFG Campus Improvements as defined in Recital C.

ZSFG Campus Improvements Completion Notice as defined in Section 6.1(a).

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF City and University have caused this Lease Disposition and Development Agreement to be executed by their duly appointed representatives as of the date first above written.

UNIVERSITY:

**The Regents of the University of California, a
California public corporation**

By: _____
Name: _____
Title: _____
Date signed: _____

Approved as to Form for University:

By: _____

University Counsel

CITY:

**City and County of San Francisco,
a municipal corporation**

By: _____
JOHN UPDIKE
Director of Property
Date signed: _____

By: _____
BARBARA A. GARCIA, MPA
Director of Public Health
Date signed: _____

Approved as to Form for City:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan
Deputy City Attorney

ATTACHMENT A-1

LEGAL DESCRIPTION OF RESEARCH FACILITY SITE

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

ATTACHMENT A-2

SITE PLAN

ATTACHMENT A-3

DEPICTION OF ZSFG CAMPUS IMPROVEMENTS SITE

ATTACHMENT A-4

DEPICTION OF UTILITY INSTALLATION SITE

ATTACHMENT B

PARKING RELIEF PLAN CONSIDERATIONS

The following elements will be considered in connection the parking relief plan.

I. Temporary parking relief strategies during construction on the ZSFG campus.

(i) Limited construction parking. Limited or no parking shall be provided on the ZSFG campus for University's project management team for the Project, and University shall arrange for off-site parking for University's contractors and subcontractors during construction, to the extent required.

(ii) Shuttle Service From Off-Site Parking Lot. Shared shuttle service, free to UCSF staff and City staff who currently have parking permits on the ZSFG Campus, to a remote site, owned by UCSF in Mission Bay. Shuttle service would also provide transportation for the Tenant's contractor crews similar to the shuttle service plan developed by the City during the construction of the new acute care hospital. Space on the shuttle would be first come –first served; and would be at no cost to participants as an incentive to provide an equivalent amount of parking space on campus for use by patients. Details of the shuttle service: frequency of travel, hours of service, duration of service, and other aspects would be contained in the temporary parking relief plan.

(iii) Preservation of a number of existing ADA and patient parking spaces on the B/C parking lot during construction of the proposed new Research Facility. The Parties will develop a plan that preserves an agreed upon number of temporary parking spaces on the B/C lot in a manner that will not impact the construction of either the proposed new Research Facility or the planned construction on the existing (Building 5) main hospital. The plan will incorporate each of the project schedules including coordination of temporary site work construction; designation of mobilization areas for materials and temporary utilities; emergency and fire access to the site; and operational access, by patients and visitors, to the existing (Building 5) main hospital.

II. Alternative process for parking relief in the event that an expansion of the parking garage is not approved and commenced by a to-be-established date to which both Parties agree.

ATTACHMENT C-1

INITIAL RESEARCH BUILDING SCHEME

[Attached]

ATTACHMENT C-2

APPLICABLE CODES AND REQUIREMENTS FOR RESEARCH FACILITY BUILDING

STATUTORY AND JURISDICTIONAL REGULATIONS

A. Perform the Work in accordance with Applicable Code Requirements and applicable requirements of all other regulatory agencies, including, but not limited to, the following:

1. California Code of Regulations, Title 8, Industrial Safety
 2. California Code of Regulations, Title 13, Hazardous Materials Transportation
 3. California Code of Regulations, Title 17, Radiation Safety.
 4. California Code of Regulations, Title 19, Public Safety
 5. California Code of Regulations, Title 20, Public Utilities and Energy.
 6. California Code of Regulations, Title 21, Public Works.
 7. California Code of Regulations, Title 23, Underground Storage Tank Regulations.
 8. California Code of Regulations, Title 24, California Building Standards Code
 - a. Part 1, Administrative Regulations.
 - b. Part 2, California Building Code
 - c. Part 3, the California Electrical Code.
 - d. Part 4, the California Mechanical Code.
 - e. Part 5, the California Plumbing Code.
 - f. Part 6, the California Energy Code.
 - g. Part 8 - California Historical Building Code
 - h. Part 9, the California Fire Code.
 - i. Part 10 - California Existing Building Code
 - j. Part 11 - California Green Building Standards Code (CALGreen)
 - k. Part 12, State Referenced Standards Code.
 9. California Code of Regulations, Title 25, Housing and Community Development.
 10. California Code of Regulations, Title 26, Toxics.
 11. UC Facilities Manual (<http://www.ucop.edu/construction-services/facilities-manual/index.html>)
 12. University Policies (<http://www.ucop.edu/construction-services/facilities-manual/volume-1/vol-1-chapter-5.html#5-1>)
- B. Unless otherwise specified, specific references to codes, regulations, standards, manufacturer's instruction, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the latest edition of each, as applicable to University, in effect at the Delivery Date.

ATTACHMENT D-1

APPLICABLE IMPROVEMENT AND MITIGATION MEASURES (CONSTRUCTION)

ATTACHMENT D-2

GENERAL PLAN REFERRAL CONDITIONS (CONSTRUCTION)

ATTACHMENT E

FORM OF TERMINATION OF LEASE DISPOSITION AND DEVELOPMENT AGREEMENT

Recorded at the request of, and
When recorded, mail to:

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

TERMINATION OF LEASE DISPOSITION AND DEVELOPMENT AGREEMENT

THIS TERMINATION OF LEASE DISPOSITION AND DEVELOPMENT AGREEMENT is made and entered into as of _____, 20__ by and between the CITY AND COUNTY OF SAN FRANCISCO ("*City*") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("*University*").

RECITALS

A. City and University, entered into a Lease Disposition and Development Agreement dated as of _____, 201__ (the "*Agreement*"), a memorandum of which was recorded on _____, 201__, in the Office of the Recorder of City and County of San Francisco, in Reel _____, of the Official Records, at Image _____, setting forth the terms and conditions under which City and University would enter into a Ground Lease of certain real property situated in City and County of San Francisco, State of California, which property is more particularly described in Attachment A (the "*Property*"), and setting forth certain obligations of University to construct certain improvements (as defined in the Agreement) on the Property and on certain adjacent property.

B. Pursuant to that certain Ground Lease dated _____, 20__ (the "*Ground Lease*"), a memorandum of which was recorded on _____, 20__, in the Office of the Recorder of City and County of San Francisco, in Reel _____, of the Official Records, at Image _____, City conveyed to University (as University thereunder) a leasehold interest in the Property.

C. The construction obligations of University as specified in the Agreement have been fully performed and the ZSFG Campus Improvements, as defined in the Agreement, have been completed in accordance therewith and have been accepted by the City.

D. City and University now desire to evidence the termination of the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Termination. City and University acknowledge and agree that the Agreement has terminated in accordance with the terms thereof, and the Parties shall have no further rights and obligations to each other under the Agreement, except to the extent the provisions of the Agreement expressly provides that such rights and obligations shall survive the termination thereof

2. Effect of City's Determination. As stated in the Agreement, City's determination regarding the satisfaction of University's construction obligations is not directed to, and thus City assumes no responsibility for, engineering or structural matters or compliance with building codes, regulations, Regulatory Approvals or applicable Laws (each as defined in the Agreement) relating to construction provided in the Agreement.

3. Lease Not Modified. Nothing contained in this instrument shall modify in any way any provisions of the Ground Lease.

IN WITNESS WHEREOF, University and City have duly executed this instrument as of the date written above.

University:

**The Regents of the University of California, a
California public corporation**

By: _____
Name: _____
Title: _____

Approved as to Form for University:

By: _____

University Counsel

City:

**City and County of San Francisco,
a municipal corporation**

By: _____
JOHN UPDIKE
Director of Property

Approved as to Form for City:

DENNIS J. HERRERA, City Attorney

By: _____

Deputy City Attorney

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, _____,
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)

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, _____,
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)

ATTACHMENT F

SCHEDULE OF PERFORMANCE

This Schedule of Performance includes Tenant's reasonable estimates of completion dates, as well as Outside Dates for performance (subject to Force Majeure and Litigation Force Majeure extensions). Tenant's estimates may be amended throughout the course of the Project.

The parties acknowledge, agree and understand that the estimated dates may be modified throughout the course of the Project through Tenant's/University's use of Integrated Project Delivery tools and processes.

	Current Estimated Date	Final Outside Date
UCSF Capital Planning Approval	April 2017	April 2018
UCSF Programming Space	April 2017	April 2018
Procure Project Team	May 2017	May 2018
Schematic Design Approvals	June to November 2017	November 2018
Close of Escrow	November 2017	November 2018
The Regents Approval of Construction Contract	January 2018	November 2018
Tenant Enters Into Construction Contract for Research Facility	February 2018	December 2019
Tenant Starts Construction	January 2019	January 2020
Tenant Substantially Completes Research Facility and ZSFG Campus Improvements	February 2021	February 2023

Migration Schedule of current UCSF Staff into Research Facility Building,	February 2022	February 2023

ATTACHMENT G

FORM OF GROUND LEASE

[Attached]

ATTACHMENT H

FORM OF MEMORANDUM OF LEASE

Recorded at the request of, and
When recorded, mail to:

The Regents of the University of California
Office of the President
1111 Franklin Street, Sixth Floor
Oakland, California 94607
Attn: Director of Real Estate

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum"), dated for reference purposes as of _____, 20__, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("Tenant").

Recitals

A. Concurrently herewith, City and Tenant have entered into that certain Ground Lease, dated _____, 20__ (the "Lease"), pursuant to which City leased to Tenant and Tenant leased from City the real property more particularly described in the attached Exhibit A (the "Property"), which is incorporated by this reference.

B. City and Tenant desire to execute this Memorandum to provide constructive notice of the Lease to all third parties, and all of the terms and conditions of the Lease are incorporated herein by reference as if they were fully set forth herein and reference is made to the Lease itself for a complete and definitive statement of the rights and obligations of City and Tenant thereunder.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. Pursuant to the terms of the Lease, City leased the Property to Tenant for a term commencing on the date City delivers possession of the Property to Tenant as set forth in the Lease. The Term of the Lease shall expire on the date that is seventy-five (75) years after the Commencement Date (as defined in the Lease), subject to Tenant's option to extend the Term for an additional twenty-four (24) years, unless earlier terminated in accordance with the terms of the Lease.

2. Lease Terms. The lease of the Property to Tenant is made pursuant to the Lease, which is incorporated in this Memorandum by reference. This Memorandum shall not be deemed to modify, alter or amend in any way the provisions of the Lease. In the event any conflict exists between the terms of the Lease and this Memorandum, the terms of the Lease shall govern.

3. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease.

IN WITNESS WHEREOF, City and Tenant have executed this Memorandum of Lease as of the day and year first above written.

TENANT:

**The Regents of the University of California, a
California public corporation**

By: _____
Name: _____
Title: _____
Date signed: _____

Approved as to Form for Tenant:

By: _____
University Counsel

CITY:

**City and County of San Francisco,
a municipal corporation**

By: _____
JOHN UPDIKE
Director of Property
Date signed: _____

Approved as to Form for City:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan
Deputy City Attorney

ATTACHMENT I

PERMITTED TITLE EXCEPTIONS

ATTACHMENT J

FORM OF CONSTRUCTION LICENSE

ATTACHMENT K

FORM OF LDDA PERMIT TO ENTER

ATTACHMENT L

FORM OF MEMORANDUM OF AGREEMENT

[Attached]

ATTACHMENT M
FORM OF UTILITY EASEMENT AGREEMENT

[Attached]

ATTACHMENT N

FORM OF LOADING DOCK EASEMENT AGREEMENT

ATTACHMENT O

DESCRIPTION OF WORKFORCE DEVELOPMENT PROGRAM

Local Hiring Program

University has adopted voluntarily construction hiring goals of at least 30% of total construction hours to be performed by qualified San Francisco resident construction tradespersons on certain of its construction projects. University's intent in adopting its voluntary hiring goals is to strengthen the economic opportunities it provides to the community, increase employment opportunities for San Francisco residents and engage local unions in innovative partnerships.

University's Office of Strategic Community and University Relations has general oversight of this voluntary program through the management of University's Community Construction Outreach Program ("CCOP"). The CCOP is charged with ensuring that San Francisco resident workers are made aware of employment opportunities, and are fairly and equitably considered for hire at the time job opportunities become available.

University will apply its voluntary construction hiring goals to the construction of the Project.

University commits to the following over the course of the Project's construction:

- University will make every good faith effort to reach its goal of at least 30% of total construction hours to be performed by qualified San Francisco resident tradespersons.
- University will require the Project's prime contractor and all subcontractors to make a good faith effort to assist University in reaching the 30% voluntary goal.
- University will require the Project's prime contractor to appoint a full-time staff member ("Project Manager") responsible for ensuring that the prime contractor and all subcontractors make every good faith effort to ensure that 30% of the Project's total construction hours are performed by qualified resident tradespeople. The Project Manager will work in partnership with the CCOP Director.
- Specifically, the Project Manager, will:
 - Create a Crew Work Projection plan (representing prime contractor and all subcontractors) for the duration of the Project that identifies local hire opportunities.
 - Identify and coordinate local name-call opportunities, refer qualified local name-call opportunities to the prime contractor and the subcontractors, follow up with the referred local name-call individuals to inquire about their experience.
 - Attend all pre-construction meetings and all regular prime contractor and subcontractor working meetings throughout the course of the Project, as required by University, to review local hiring goals and progress.
 - Ensure that the prime contractor and all subcontractors provide University in a timely manner monthly certified payroll reports via the LCP tracker system.

- Track actual resident hiring statistics on a monthly basis and provide a quarterly report to the CCOP Director documenting the Project's local hire statistics, as well as relevant workforce demographics. The report will also articulate the ways in which the prime contractor and the subcontractors are making a good faith effort to help the Project achieve the 30% voluntary goal.
- University will retain CityBuild Academy, a program of the San Francisco Office of Economic and Workforce Development (OEWD), at an annual cost of \$200,000, to identify and refer qualified San Francisco resident construction tradespersons for the Project during its construction. This will not preclude University or its prime contractor or subcontractors from utilizing their own sources for identifying and hiring qualified resident tradespersons. The retention of CityBuild will commence no later than 90 days prior to the Project's construction start and continue until the University receives a notice of occupancy. University shall notify CityBuild of the Project's construction start date 120 days prior to start of construction. The Office of Strategic Community and University Relations shall manage CityBuild's engagement with University, under the direction of the CCOP Director.
- The CCOP Director and Project Manager will meet monthly with OEWD to review the Project's hiring progress, including a review of total construction hours performed by San Francisco resident workers in the prior month.

It is recognized that over the Term of the Lease, it may be necessary for University to renovate or otherwise execute improvements to the Project. University will apply its voluntary local hiring goal as described in this Attachment, with the City as a partner, to these improvements as follows:

- In years 1-25 of the Lease, when the total cost of a construction project exceeds \$1.5 million.
- In years 26-50, when the total cost of a construction project exceeds \$3.5 million.
- In years 51-75, when the total cost of a construction project exceeds \$6 million.

Further, University recognizes that its ability to realize its voluntary local hiring goal depends, in part, on the availability of qualified resident tradespersons. University further recognizes that the CityBuild Academy Pre-Apprenticeship Training Program provides hands-on training in 26 building trades, as well as employment referral and supportive services. Therefore, University commits to supporting the training of resident tradespeople through two annual contributions to CityBuild Academy, a contribution of \$250,000, to be paid 90 days prior to the Project's construction start, and a second contribution of \$250,000, to be paid 12 months after the first payment is made.

GROUND LEASE

by and between

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation,
as Landlord

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
as Tenant

for the lease of real property
comprising a portion of the campus of
The Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center
in San Francisco, California

Dated as of _____, 20__

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LIST OF LEASE EXHIBITS

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EXHIBIT K	Form of Notice of Commencement Date
EXHIBIT L	Waived or Modified City Requirements Applicable to Transferees

LEASE

THIS LEASE (this "Lease"), dated for reference purposes only as of _____, 20____, is between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("The Regents" or "Tenant"), and is made with reference to the facts and circumstances described in the Recitals set forth below.

RECITALS

A. The Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center ("ZSFG") is one of the nation's leading public hospitals and has continuously provided a wide range of ambulatory, emergency, acute care and trauma services to San Francisco residents for more than one hundred years. The ZSFG campus is owned by the City and is under the jurisdiction of City's Department of Public Health ("DPH").

B. City and The Regents, on behalf of its San Francisco campus ("UCSF"), have a long-standing affiliation through which UCSF provides physicians and other professional services at ZSFG. Today, faculties from all four UCSF professional schools work at ZSFG, where they provide patient care, conduct research, and teach. ZSFG serves as a major teaching hospital for UCSF residents and fellows.

C. Through the ZSFG-UCSF affiliation, UCSF physicians who are leaders in their fields have been attracted to ZSFG and have established ZSFG as one of the nation's leading academic medical centers with a top training program for residents and medical students. ZSFG is presently home to more than twenty UCSF research centers and major laboratories, and over 150 principal UCSF investigators conduct research at the ZSFG campus. The co-location of patient care, teaching and research activities is critical to the ability to recruit and retain the physician leaders who treat patients at ZSFG.

D. The Regents desire to enter into a long term ground lease with the City to lease from City a portion of the ZSFG campus presently used as a surface parking lot (the "Property" as defined in Section 1), on which The Regents would develop and operate a modern research facility, which would allow UCSF to consolidate existing ZSFG campus research centers and laboratories. In connection with the construction of the research facility, The Regents will perform certain other improvements that will benefit the ZSFG campus and its users, including UCSF, including a campus street adjacent to Building 5 of the main hospital on the north side of the new research facility with circulation space, landscaping, a one-way eastbound driveway, surface parking spaces that will be incorporated into the hospital's parking program, relocation of a historic fountain from the site, and landscaping and public sidewalks around the perimeter of the research facility building, all as more particularly described below.

E. Pursuant to a Lease Disposition and Development Agreement (the "LDDA") by and between City and Tenant dated as of _____, 2016, City agreed to lease the Property to Tenant, and Tenant agreed to lease the Property from City, upon satisfaction of certain conditions precedent contained in the LDDA. By their execution and delivery of this Lease, the Parties acknowledge that such conditions precedent have been satisfied or waived.

F. Development of the existing surface parking lot for the new research facility will result in a loss of parking for patients, staff and visitors to the ZSFG campus. As a condition to City's agreement to lease a portion of the surface parking lot to The Regents for the development and operation of the new research facility, The Regents will continue to cooperate with DPH to identify and implement temporary strategies to minimize the adverse impact on patients and visitors through the date replacement parking is secured for the ZSFG campus, whether through expansion of the parking garage serving the ZSFG campus or through other means, as outlined in

the Parking Relief Plan developed and memorialized during the term of the LDDA and attached as Exhibit I, as further provided below, and will make a contribution to City that is roughly equivalent to the cost of replacing the parking spaces lost by development of the surface parking lot pursuant to and in accordance with the terms and provisions of the LDDA.

G. The existing agreement governing the affiliation between ZSFG and UCSF requires DPH to provide UCSF with 85,000 square feet of faculty research space on the ZSFG campus rent-free in exchange for certain administrative costs incurred by UCSF in providing physicians to ZSFG. The availability of research space for faculty on the hospital campus aids in the recruitment and retention of ZSFG clinicians and supports ZSFG's mission to provide quality healthcare and trauma care. Upon completion of the project, The Regents will vacate and surrender to City much of the space presently occupied by UCSF faculty and staff on the ZSFG campus, including all of the 85,000 square feet of rent-free faculty research space provided by DPH pursuant to the affiliation agreement, and relocate from such space into the Research Facility. In order to continue to provide The Regents with an equivalent benefit to 85,000 square feet of rent-free faculty research space, the rental rate for this Lease is set at a rate that essentially provides a rent credit equal to the rental value of 85,000 square feet of research space on the ZSFG campus.

H. Prior to the execution of this Lease, Tenant and/or the City obtained a number of Regulatory Approvals related to this Lease and the project contemplated hereunder. By letter dated _____ (the "Determination Letter"), the City's Planning Department determined that the lease of the Premises to Tenant in the manner contemplated is in conformity with the City's General Plan, subject to certain conditions specified in the Determination Letter. [If applicable, describe other conditions identified in the CEQA process or BOS lease approval process, such as specific mitigation measures, any Agreement to Implement Improvement and Mitigation Measures, etc. Provide definitions and attach and refer to exhibits, if applicable. *Delete this comment for final lease.*] Further, City's Board of Supervisors has approved and authorized execution of this Lease by the City.

I. All initially capitalized terms used herein are defined in Article 1 or have the meanings given them when first defined.

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

1. BASIC LEASE INFORMATION AND DEFINITIONS

BASIC LEASE INFORMATION

The following is a summary of basic lease information (the "Basic Lease Information"). In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

Lease Date:	_____, 20__
City:	CITY AND COUNTY OF SAN FRANCISCO , a municipal corporation
Tenant:	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA , a California public corporation

Property:	The Property shall consist of certain real property located in the City and County of San Francisco, State of California, as more particularly described and shown on, respectively, Exhibit A-1 and Exhibit A-2 (the " Property "). See <u>Section 2.1</u> .
Effective Date:	As defined in Section 1.
Length of Term:	Seventy-five (75) years (the "Initial Term"), with one (1) twenty-four (24) year option to extend, subject to certain rights of the Parties to terminate the Lease early.
Commencement Date:	The term of this Lease shall commence on the date on which City delivers the Property to Tenant in accordance with the LDDA, but in no event earlier than the Effective Date.
Expiration Date:	The date immediately preceding the seventy-fifth (75 th) anniversary of the Commencement Date, subject to Tenant's option to extend the term of this Lease.
Option to Extend Term:	Tenant has the option to extend the Term of this Lease for one period of twenty-four (24) years (the "Extended Term"), as provided in <u>Section 3.2</u> .
Base Rent:	\$180,000 per annum, subject to adjustment as provided in <u>Section 5.2</u> , payable in monthly installments as provided in <u>Section 5.1</u> .
Annual Adjustments to Base Rent:	Beginning on the first (1 st) anniversary of the Commencement Date and continuing on each subsequent anniversary date other than the Special Adjustment Dates (each, an "Adjustment Date"), the annual and monthly Base Rent payable hereunder shall be subject to adjustment according to <u>Section 5.2(a)</u> .
Periodic Special Adjustments to Base Rent; Special Adjustment Dates:	The Base Rent shall be adjusted as provided in <u>Section 5.2(b)</u> on the twentieth (20 th), forty-fifth (45 th), and sixtieth (60 th) anniversaries of the Commencement Date (each a "Special Adjustment Date", and respectively, the "First Special Adjustment Date," the "Second Special Adjustment Date," and the "Third Special Adjustment Date").
Administrative Cost Offset Rent Credit:	The Base Rent set forth above takes into consideration a credit equal to the fair rental value of certain "Exchange Space," as provided in <u>Section 5.1(b)</u> , in the amount described below.

Base Year; Base Year Administrative Cost Offset Rent Credit Amount	The "Base Year" for calculation of the Administrative Cost Offset Rent Credit is the calendar year in which the Commencement Date occurs; the Base Year Administrative Cost Offset Rent Credit Amount is \$765,000.
Base Year Deemed Annual Rental Value:	\$945,000
Use:	Construction and management of the Research Facility, which will be used for teaching, research and public service, consistent with The Regents' constitutionally mandated mission, and in support of ZSFG's mission to provide quality healthcare and trauma care with compassion and respect, as provided in <u>Section 4.1</u> .
Project, Research Facility and ZSFG Campus Improvements:	Tenant shall construct the Research Facility Building and the ZSFG Campus Improvements, including associated demolition, as provided in the LDDA.
Maintenance and Repair:	See <u>Article 11</u> .
Utilities and Services:	See <u>Article 14</u> .
Sidewalk Maintenance:	Following completion of the ZSFG Campus Improvements Tenant will be responsible for ongoing maintenance of certain of the sidewalks included in such improvements. See <u>Section 37</u> .
City's Address for Notices:	City and County of San Francisco Real Estate Division 25 Van Ness Ave., Suite 400 San Francisco, California 94112 Attn: Director of Property
With a copy to:	San Francisco Department of Public Health 101 Grove Street San Francisco, CA 94102 Attn: Director of Health
And a copy to:	City Attorney, City of San Francisco Room 234, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682 Attn: Real Estate/Finance Team
And, during construction of the Project, a copy to:	Director of Department of Public Works Department of Public Works City and County of San Francisco Room 348, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102

Tenant's Address for Notices:	The Regents of the University of California Office of the President 1111 Franklin Street, Sixth Floor Oakland, California 94607 Attn: Director of Real Estate
With a copy to:	University of California, San Francisco Real Estate Services 654 Minnesota Street, 2nd Floor San Francisco, California 94143-0287 Attn: Assistant Vice Chancellor, UCSF Real Estate Assets and Development
And a copy to:	Christine Haas Senior Counsel, Office of General Counsel 654 Minnesota Street, 2nd Floor San Francisco, California 94143-0287
And a copy to:	Sue Carlisle, Ph.D., M.D. Vice Dean for Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center, 1001 Potrero Avenue Building 5 Room 2A21 San Francisco, CA 94110
Surrender of Relinquished Premises; Termination of Certain Existing Occupancy Agreements:	See <u>Article 38</u> .
Impact of Termination of Affiliation Agreement:	See <u>Article 39</u> .
Parking Relief Plan	See <u>Article 40</u> .

DEFINITIONS

For purposes of this Lease, initially capitalized terms not otherwise defined in this Lease shall have the meanings ascribed to them in this Article. In the event of any conflict between a definition given in this Article and any more specific provision of this Lease, the more specific provision shall control.

"Access License" and **"Access License Area"** shall have the meanings set forth in Section 2.2.

"Additional Rent" means any and all sums (other than the payment Base Rent) that may become due or be payable by Tenant under this Lease.

"Affiliation Agreement" means that certain Affiliation Agreement between The Regents and City, dated August 1, 1994, describing certain of the responsibilities of the Parties at the ZSFG campus, as amended from time to time, or such other agreement that may supersede or replace such agreement, provided that the Parties agree in writing that such agreement shall substitute for the Affiliation Agreement for the purposes of this Lease.

"Agents" means, when used with reference to either Party to this Lease or any other person or entity, the members, officers, directors, commissioners, employees, agents and contractors and subcontractor of such Party or other person or entity, and their respective heirs, legal representatives, successors and assigns.

"Attorneys' Fees and Costs" means any and all reasonable attorneys' fees, costs, expenses and disbursements (including such fees, costs, expenses and disbursements of attorneys of the City's Office of the City Attorney and of Tenant's in-house counsel), including, but not limited to, expert witness fees and costs, travel time and associated costs, transcript preparation fees and costs, document copying, exhibit preparation, courier, postage, facsimile, long-distance and communications expenses, court costs and other costs and fees associated with any other legal, administrative or alternative dispute resolution proceeding, including such fees and costs associated with execution upon any judgment or order, and costs on appeal. For purposes of this Lease, reasonable fees of attorneys of the City's Office of City Attorney and any in-house counsel of Tenant shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which City's or Tenant's counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Tenant, the number of attorneys employed by Tenant's in-house counsel.

"Award" means all compensation, sums or value paid, awarded or received for a Condemnation, whether pursuant to judgment, agreement, settlement or otherwise.

"Base Rent" has the meaning set forth in Section 5.1.

"City Administrator" means the City Administrator of the City and County of San Francisco or his or her designee, or successor that succeeds to the rights and obligations of the City Administrator under applicable Law.

"City Indemnified Parties" has the meaning set forth in Section 18.1.

"City's Sign Guidelines" means any and all policies or rules of the City now or hereafter in effect governing the placement of signs, advertisements, awnings, canopies, banners or other exterior decoration.

"Close Regents Affiliate" has the meaning set forth in Section 23.3(c).

"Commencement Date" means the later of (i) the Effective Date, or (ii) the date City delivers possession of the Premises to Tenant in accordance with the LDDA.

"Completion" or **"Complete"** or **"Completed"** means completion of construction of all or any applicable portion of the Project in accordance with the terms of Article 6.

"Condemnation" means the taking or damaging, including severance damage, of all or any part of any property, or the right of possession thereof, by eminent domain, inverse condemnation, or for any public or quasi-public use under the Law. Condemnation may occur pursuant to the recording of a final order of condemnation, or by a voluntary sale of all or any part of any property to any entity having the power of eminent domain (or to a designee of any such entity), provided that the property or such part thereof is then under the threat of condemnation or such sale occurs by way of settlement of a condemnation action.

"Condemnation Date" means the earlier of: (a) the date when the right of possession of the condemned property is taken by the condemning authority; or (b) the date when title to the condemned property (or any part thereof) vests in the condemning authority.

"Default Rate" means, for The Regents of the University of California or any Close Regents Affiliate, an annual interest rate equal to the lesser of (i) ten percent (10%) or (ii) five percent (5%) in excess of the rate the Federal Reserve Bank of San Francisco charges, as of the Effective Date of this Lease, on advances to member banks and depository institutions under

Sections 13 and 13a of the Federal Reserve Act. For any Transferee that is not a Close Regents Affiliate, Default Rate means the higher of clause (i) or (ii) above.

“Determination Letter” has the meaning set forth in Recital H.

“Director of DPW” means the Director of City's Department of Public Works (or successor department) or his or her designee.

“Effective Date” means the latest of (i) the date on which the Parties have executed and delivered this Lease, or (ii) the date the full Board of Regents of the University of California approves this Lease, or (iii) the effective date of a resolution or ordinance by the City's Board of Supervisors approving this Lease and authorizing the City's execution.

“Event of Default” has the meaning set forth in Article 22.

“Existing City Utility Facilities” has the meaning set forth in Section 2.6(d).

“Expiration Date” has the meaning set forth in the Basic Lease Information.

“Force Majeure” means events or conditions which result in delays in a Party's performance (excluding a Party's performance of the payment of money required under this Lease) of its obligations hereunder due primarily to causes beyond such Party's control and not caused by the acts or omissions of the delayed Party (excluding, in any case, a delayed Party's performance of the payment of money required under this Lease), including, but not restricted to, acts of God or of the public enemy, acts of the other Party, war, explosion, invasion, insurrection, rebellion, riots, acts of the government (including any general moratorium in the issuance of permits applicable to the Site (as defined in the LDDA) or the Premises or the Project or the Improvements), fires, floods, earthquakes, tidal waves, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, delays of contractors or subcontractors due to any of these causes, the unanticipated presence of Hazardous Material or other concealed conditions on the Premises that would not have reasonably been discovered through due diligence and that would delay or materially adversely impair Tenant's ability to construct the Project, substantial interruption of work because of other construction by third parties in the immediate vicinity of the Premises, archeological finds on the Site or the Premises, strikes, and substantial interruption of work because of labor disputes, inability to obtain materials or reasonably acceptable substitute materials (provided that the delayed Party has ordered such materials on a timely basis and such Party is not otherwise at fault for such inability to obtain materials), changes in state or federal law that would delay or materially adversely impair Tenant's ability to construct the Project, or any administrative appeals, litigation or arbitration relating to the construction of the Project (provided that Tenant proceeds with due diligence to defend such action or proceeding or take other appropriate measures to resolve any dispute that is the subject of such action or proceeding). Force Majeure, as it relates to Tenant's obligations only, shall also include City's failure to act within a reasonable time in keeping its standard practices, or (when applicable) within the specific timeframes required by this Lease, whenever Tenant requests an approval or consent from City, provided Force Majeure shall not include any delays caused by Tenant's failure to submit complete applications and materials required in connection with any such request for approval or consent. Force Majeure does not include the lack of credit or the failure to obtain financing or have adequate funds and therefore, no event caused by a lack of credit or a failure to obtain financing shall be considered to be an event of Force Majeure for purposes of this Lease. The delay caused by Force Majeure includes not only the period of time during which performance of an act is hindered, but also such additional time thereafter as may reasonably be required to make repairs, and to Restore if appropriate, and to complete performance of the hindered act.

“Handle” when used with reference to Hazardous Material means to use, generate, manufacture, process, produce, package, treat, transport, store, emit, discharge or dispose of any Hazardous Material (Handling will have a correlative meaning).

"Hazardous Material" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or under Section 25281 or Section 25316 of the California Health & Safety Code; any "hazardous waste" as defined in Section 25117 or listed under Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials on the Premises, any Improvements to be constructed on the Premises by or on behalf of Tenant, or naturally occurring substances on or in the Premises and petroleum, including crude oil or any fraction, and natural gas or natural gas liquids.

"Hazardous Material Claims" means any and all claims relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Material, including, without limitation, Losses based in common law. Hazardous Material Claims include, without limitation, investigation and Remediation costs reasonably incurred, fines, natural resource damages, damages for decrease in value of the Premises or any Improvements, the loss or restriction of the use or any amenity of the Premises or any Improvements, and attorneys' fees and consultants' fees and experts' fees and costs reasonably incurred.

"Hazardous Material Laws" means any present or future federal, state or local Laws applicable to Tenant relating to Hazardous Material (including, without limitation, its Handling, transportation or Release) or to human health and safety, industrial hygiene or environmental conditions in, on, or under the Premises (including the Improvements), including, without limitation, soil and groundwater conditions.

"Improvements" means all buildings, structures, fixtures and other improvements erected, built, placed, installed or constructed upon or within the Premises, including, but not limited to, the Research Facility Building and any other elements of the Project located on the Property.

"Indemnify" means indemnify, defend, protect, and hold harmless.

"Index" means the Consumer Price Index for All Urban Consumers (base years 1982-1984=100) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics. If the index is modified during the Term hereof, the modified Index shall be used in place of the original Index. If compilation or publication of the Index is discontinued during the Term, City shall select another similar published index, generally reflective of increases in the cost of living, subject to Tenant's approval, which shall not be unreasonably withheld or delayed, in order to obtain substantially the same result as would be obtained if the Index had not been discontinued.

"Invitees" when used with respect to Tenant means the customers, contractors, subcontractors, consultants, subconsultants, patrons, invitees, guests, permittees, members, licensees, concessionaires, assignees, transferees and Subtenants of Tenant and the customers, patrons, invitees, guests, permittees, members, licensees, concessionaires, assignees, transferees and sub-tenants of such Subtenants; when used with respect to City means the consultants, subconsultants, patrons invitees, guests, permittees and licensees of City.

"Law" or "Laws" means (i) with respect to Tenant and/or Tenant's duties or obligations under this Lease, any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, to the extent applicable to Tenant, whether or not in the contemplation of the Parties, including, without limitation, all consents or approvals (including Regulatory Approvals) required to be obtained from, and all rules and regulations of,

and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, authorities, boards of officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions, in each instance to the extent applicable to Tenant; and (ii) with respect to City, and/or City's duties or obligations under this Lease, any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, to the extent applicable to City, whether or not in the contemplation of the Parties, including, without limitation, all consents or approvals (including Regulatory Approvals) required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, authorities, boards of officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions, in each instance to the extent applicable to City, and (iii) with respect to any Subtenant or Transferee, any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, to the extent applicable to such Subtenant or Transferee, whether or not in the contemplation of the Parties, including, without limitation, all consents or approvals (including Regulatory Approvals) required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, authorities, boards of officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions, having or acquiring jurisdiction of the Premises, or any portion thereof.

"Lease" means this Lease, as it may be amended from time to time in accordance with its terms.

"Lease Year" means, for the Term of this Lease, any applicable twelve (12) month period beginning on the Commencement Date, or the applicable anniversary thereof and ending on the date immediately prior to the next succeeding anniversary of the Commencement Date.

"Loss" or "Losses" means any and all claims, demands, losses, liabilities, damages, liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, (including, without limitation, Attorneys' Fees and Costs and consultants' fees and costs) of whatever kind or nature, known or unknown, contingent or otherwise. Notwithstanding anything to the contrary contained herein, in no event shall Losses include or shall a party be liable for any indirect, special, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenues, loss of profits or loss of goodwill) regardless of whether such party has been informed of the possibility of such damages or is negligent. It is understood and agreed that for purposes of this Lease, third party claims for personal injury and the cost of repairing or replacing damaged property shall be deemed to constitute direct damages and therefore not subject to the limitation set forth in the preceding sentence.

"Major Damage or Destruction" means damage to or destruction of all or any portion of the Improvements on the Premises to the extent that the hard costs of Restoration will exceed thirty percent (30%) of the hard costs to replace such Improvements on the Premises in their entirety. The calculation of such percentage shall be based upon replacement costs and requirements of applicable Laws in effect as of the date of the event causing such Major Damage or Destruction. If the Parties do not agree on whether the Restoration hard costs exceed the above thirty percent (30%) threshold following a meet and confer period of not less than ten (10) business days, either Party may invoke the process for an independent consultant and then arbitration as set forth in Section 20.1(a), but modified to establish the expected Restoration costs instead of the Construction Remediation Costs.

"Net Awards and Payments" has the meaning set forth in Section 16.1(a).

"Official Records" means, with respect to the recordation of documents and instruments, the Official Records of the City and County of San Francisco.

"Parking Replacement Contribution" has the meaning given in the LDDA.

"Partial Taking" has the meaning set forth in Section 16.1(d).

"Party" means City or Tenant, as a party to this Lease; **"Parties"** means both City and Tenant, as Parties to this Lease.

"Permitted Uses" has the meaning set forth in Section 4.1.

"Personal Property" means all trade fixtures, furniture, furnishings, equipment, machinery, supplies, software and other tangible personal property that is incident to the ownership, development or operation of the Improvements and/or the Premises, whether now or hereafter located in or upon the Premises, belonging to Tenant or any subtenant and/or in which Tenant has or may hereafter acquire an ownership interest, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor.

"Premises" shall mean the Property from time to time leased to Tenant pursuant to the terms of this Lease, together with the Research Facility and any other Improvements on the Property, including any additions, modifications or other Subsequent Improvements thereto permitted hereunder.

"Project" means the construction of the Research Facility Building and the ZSFG Campus Improvements, including associated demolition, as described in the LDDA.

"Property" means the real property leased hereunder, as described and depicted on, respectively, the attached Exhibit A-1 and Exhibit A-2, subject to correction in accordance with the provisions of Section 2.8, if applicable.

"Property Related Insurance" means the insurance set forth in items i, ii and v of Section 19.1(a).

"Regulatory Approval" means any authorization, approval or permit required by any governmental agency having jurisdiction over the Project or the Premises, subject to the provisions of Section 10.2(c). With respect to The Regents of the University of California, nothing in this Lease shall be construed as a waiver by University of its constitutional status, sovereignty or exemptions available to it as a California constitutional corporation regarding its exemption from compliance with local regulations or other local Laws as related to the Research Facility Building.

"Release" when used with respect to Hazardous Material means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any Improvements constructed under this Lease by or on behalf of Tenant, or in, on, or under the Premises or any portion thereof.

"Relinquished Premises" has the meaning set forth in Article 38.

"Relinquished Premises Deletion Date" has the meaning set forth in Article 38.

"Remediate" or "Remediation" when used with reference to Hazardous Material means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control Hazardous Material located in, on, or under the Premises or that have been, are being, or threaten to be Released into the environment. Remediation includes, without limitation, those actions included within the definition of "remedy" or "remedial action" in California Health and Safety Code Section 25322 and "remove" or "removal" in California Health and Safety Code Section 25323.

"Rent" means Base Rent and Additional Rent.

"Research Facility" or "Research Facility Building" means a research facility comprised of approximately 175,000 Gross Square Feet of space consisting of approximately sixty percent (60%) dry laboratory and administrative space and approximately forty percent

(40%) wet laboratory space, to be constructed on the Premises in accordance with the provisions of Article 6 below.

“Restoration” means the repair, restoration, replacement, or rebuilding of the Improvements (or the relevant portion thereof) in accordance with all Laws then applicable to substantially the same condition they were in immediately before an event of damage or destruction or, in the case of Condemnation, the restoration, replacement, or rebuilding of the Improvements as set forth in Article 16. All Restoration shall be conducted in accordance with the provisions of Article 13. (“Restore” and “Restored” shall have correlative meanings.). Notwithstanding the foregoing, in the event of a Major Damage or Destruction occurring at any time during the Term, Tenant shall not be required to Restore the Improvements to the identical size or configuration as existed before the event giving rise to the Restoration. In connection with any such Restoration after an event of Major Damage or Destruction, the Project and the other Improvements may be redesigned, made larger or smaller, reconfigured, or otherwise modified, provided that the Project as so redesigned is a first class project affording similar public benefits as to those provided by the original Project.

“Sublease” means any lease, sublease, license, concession or other agreement by which Tenant leases, subleases, demises, licenses or otherwise grants to any person or entity in conformity with the provisions of this Lease, the right to occupy or use any portion of the Premises (whether in common with or to the exclusion of other persons or entities).

“Subsequent Construction” means all repairs to and reconstruction, replacement, addition, expansion, Restoration, alteration or modification of any Improvements, or any construction of additional Improvements, following completion of the Project.

“Subtenant” means any person or entity leasing, occupying or having the right to occupy any portion of the Research Facility, other Improvements, or Property under and by virtue of a Sublease.

“Tenant” has the meaning set forth in the introductory paragraph of this Lease and includes Tenant's permitted successors and assigns, if applicable.

“Tenant Indemnified Parties” has the meaning set forth in Section 18.2.

“Term” has the meaning set forth in Section 3.1.

“Total Taking” has the meaning set forth in Section 16.1(c).

“Transfer” has the meaning set forth in Section 7.10.

“Transferee” has the meaning set forth in Section 7.10.

“Unmatured Event of Default” means any event, action or inaction that, with the giving of notice or the passage of time, or both, would constitute an Event of Default under this Lease.

“Utility Easement Agreement” and **“Utility Easement Area”** shall have the meanings set forth in Section 2.3.

“ZSFG Campus Improvements” are those certain improvements to the ZSFG campus to be constructed by Tenant in connection with the construction of the Research Facility, including relocation of a historic fountain and construction of a campus street adjacent to Building 5 of the main hospital on the north side of the Research Building with circulation space, landscaping, a one-way eastbound driveway, and surface parking spaces that may be incorporated into the hospital's parking program, and landscaping and public sidewalks, all in accordance with the provisions of the LDDA.

2. PROPERTY; PREMISES; DELIVERY; CONDITION OF PREMISES; ACCESS RIGHTS

2.1. Leased Property.

Subject to the terms, covenants and conditions of this Lease, City leases to Tenant and Tenant leases from City, the real property located in San Francisco, California, as more particularly described in Exhibit A-1 attached hereto and depicted on Exhibit A-2 attached hereto (the "Property"), excluding therefrom and reserving during the Term unto City, its successors and assigns, the rights described in Section 2.6. Any acreage or square footage stated in this Lease with respect to the Property is an estimate only, and City does not warrant it to be correct. However, the Parties agree that for all purposes of this Lease, any such acreage shall be deemed to be correct.

2.2. Access License.

City hereby grants to Tenant, for the Term of this Lease, a non-exclusive and nonpossessory license (the "Access License") in and over those portions of the existing roadway and sidewalks on the ZSFG campus shown crosshatched on the attached Exhibit C-1 and the roadway and sidewalks to be constructed by Tenant on the ZSFG Campus Improvement Site pursuant to the terms of the LDDA [*or include a drawing with the space crosshatched – NOTE: delete this comment prior to Lease execution*] (collectively, the "Access License Area") for purposes of pedestrian and vehicular access, ingress and egress in connection with the uses permitted under this Lease. Use of the Access License Area shall be subject to such reasonable rules and regulations for ZSFG campus roads and sidewalks as may be imposed by City from time to time. Upon not less than 180 days' prior written notice to Tenant, City, in its sole discretion and at its sole cost, may reconfigure the Access License Area or provide a substitute access license area upon and such reconfigured or substitute area shall thereupon be the Access License Area, provided the reconfigured Access License Area or substitute access license area provides reasonably comparable pedestrian ingress and egress to the Improvements and satisfies the requirements of the City and County of San Francisco Department of Building Inspection for ingress and egress and the San Francisco Fire Marshal for emergency vehicle access to the Improvements. City may not materially disturb or prevent Tenant's access to the Property during any reconfiguration period. Following delivery of written notice of City's intent to reconfigure the Access License Area, City agrees to consult with Tenant in good faith and incorporate any reasonable changes or mitigations requested by Tenant to the reconfiguration of the Access License Area. If any portion of the Access License Area is damaged by any of the activities conducted by Tenant or its Agents or invitees hereunder, Tenant shall, at its sole cost, repair such damage and restore the Access License Area to its previous condition, or, at City's election, City shall make such repairs and restoration and Tenant shall pay to City City's reasonable costs of making such repairs. Tenant's indemnity under this Lease shall include claims arising from the use of the Access License Area by Tenant and Tenant's Agents and invitees.

2.3. Utility Easement Agreement; Quitclaim of Utility Easement Agreement.

Contemporaneously with the execution and delivery of this Lease, the Parties executed and delivered a Utility Easement Agreement, as required by the LDDA (the "Utility Easement Agreement"), granting Tenant certain rights over the Utility Easement Area, as defined therein (the "Utility Easement Area"). The Parties shall comply with their respective obligations under the Utility Easement Agreement during the Term of this Lease. If this Lease is terminated, at City's written request Tenant shall provide a quit claim of the Utility Easement Agreement in a form reasonably satisfactory to City, which City may at its election cause to be recorded in the Official Records of the City and County of San Francisco.

2.4. Easement for Loading Dock Access; Quitclaim of Loading Dock Access Easement Agreement.

Contemporaneously with the execution and delivery of this Lease, the Parties executed and delivered a Loading Dock Access Agreement, as required by the LDDA (the "Loading Dock Access Easement Agreement"), granting Tenant certain rights over the Loading Dock Access Easement Area, as defined therein (the "Loading Dock Access Easement Area"). The Parties shall comply with their respective obligations under the Loading Dock Access Easement Agreement during the Term of this Lease. If this Lease is terminated, at City's written request Tenant shall provide a quit claim of the Loading Dock Access Easement Agreement in a form reasonably satisfactory to City, which City may at its election cause to be recorded in the Official Records of the City and County of San Francisco. *[NOTE: Delete this Section prior to Lease execution if the Parties determine during the LDDA term that no Loading Dock Access Easement is required.]*

2.5. License for IT Connections.

[Scope, location and terms and conditions applicable to license for IT connections to be determined during the LDDA term. NOTE: Replace this note with agreed upon provision prior to Lease execution.]

2.6. Rights Reserved to City.

Notwithstanding anything to the contrary in this Lease, City reserves and retains all of the following rights relating to the Property:

(a) Any and all water and water rights, including, but not limited to (i) any and all surface water and surface water rights, including, without limitation, riparian rights and appropriative water rights to surface streams and the underflow of streams, and (ii) any and all groundwater and subterranean water rights, including, without limitation, the right to export percolating groundwater for use by City or its water customers; provided that the foregoing shall, in each instance, expressly exclude any rights of surface entry;

(b) Any and all minerals and mineral rights of every kind and character now known to exist or hereafter discovered in the Property, including, but not limited to, oil and gas rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to City or its successors and assigns, provided such means or methods do not interfere with the permitted use thereof by Tenant; provided that the foregoing shall, in each instance, expressly exclude any rights of surface entry;

(c) All rights to use, operate, maintain, repair, enlarge, modify, expand, replace and reconstruct the ZSFG campus in a manner that does not unreasonably interfere with Tenant's rights under this Lease;

(d) The right to repair, maintain, replace and operate the existing electrical line and switchgear vault and associated equipment presently located on the Property (the "Existing City Utility Facilities"); and

(e) All rights of access provided for in Article 36.

2.7. Delivery.

Following the delivery of possession of the Property to Tenant in accordance with the LDDA, the Parties shall execute and deliver a memorandum confirming the date on which the Commencement Date occurred, provided that failure of the Parties to execute such memorandum shall not delay or modify the Commencement Date or affect the rights or obligations of the Parties under this Lease nor constitute a default by a Party hereunder. No delay in delivery of possession of the Property to Tenant shall operate to amend the Term of this Lease or amend the Parties' obligations under this Lease.

2.8. Correction of Property Descriptions.

The Parties reserve the right, upon mutual agreement of the City's Director of Property and Tenant, to enter into one or more memoranda setting forth technical corrections to reflect any non-material changes in the legal description of the Property occurring during or after the development of the Project, and upon full execution thereof, such memoranda shall be deemed to become a part of this Lease.

2.9. Condition of Property.

(a) Inspection of Property. The Property is presently improved with asphalt, curbs, and other improvements consistent with a parking lot. Tenant represents and warrants that Tenant has conducted a thorough and diligent inspection and investigation, either independently or through Agents of Tenant's own choosing, of the Property and the suitability of the Property for Tenant's intended use.

(b) As Is; Disclaimer of Representations. Tenant acknowledges and agrees that the Property is being leased and accepted in its "**AS IS, WITH ALL FAULTS**" condition, without representation or warranty of any kind, and subject to all applicable Laws governing the use, occupancy, management, operation and possession of the Property. Without limiting the foregoing, this Lease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Property or any portion thereof, whether or not of record. Tenant acknowledges and agrees that neither City nor any of its Agents have made, and City hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Property, (ii) the physical, geological, seismological or environmental condition of the Property, including, without limitation, any water lines, sewer lines, or other facilities, structures, equipment or fixtures located on or under the Property, (iii) the quality, nature, availability or adequacy of any utilities serving the Property, (iv) the present or future suitability of the Property for Tenant's intended uses, (v) the feasibility, cost or legality of constructing any improvements on the Property, or (vi) any other matter whatsoever relating to the Property or its use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

(c) Waiver and Release. As part of its agreement to accept the Property in its "As Is With All Faults" condition, Tenant, on behalf of itself and its successors and assigns, hereby waives any right to recover from, and forever releases, acquits and discharges, the Indemnified Parties of and from any and all Losses, whether direct or indirect, known or unknown, foreseen or unforeseen, that Tenant may now have or that may arise on account of or in any way connected with (i) the physical, geotechnical or environmental condition of the Property existing as of the Commencement Date, including, without limitation, any Hazardous Material in, on, or under the Property (including, but not limited to, soils and groundwater conditions), and (ii) any noncompliance of the Property with any applicable Laws existing as of the Commencement Date, including without limitation, Hazardous Material Laws; provided that the foregoing release shall not be applicable in the event of the intentional concealment of a material fact or matter with respect to the Property that was actually known by the City Administrator or the Director of Property at or before the Commencement Date and not disclosed to Tenant in writing.

In connection with the foregoing release, Tenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.

Tenant's Initials: _____

Tenant agrees that the release contemplated by this Section includes unknown claims. Accordingly, Tenant hereby waives the benefits of Civil Code Section 1542, or under any other statute or common law principle of similar effect, in connection with the releases contained in this Section. Notwithstanding anything to the contrary in this Lease, the foregoing release shall survive any termination of this Lease. Notwithstanding anything to the contrary contained herein, the foregoing release shall not apply with respect to any Losses arising from (A) the negligence or willful misconduct of City or any of the other City Indemnified Parties, (B) City's breach of its obligations under this Lease, the LDDA or any other documents or instruments executed by the City in connection with the Project and/or (C) third party claims arising from the condition or use of the Research Facility Site, the ZSFG Campus Improvements Site or the Utility Installation Site prior to the Effective Date (as defined in the LDDA).

3. TERM; COMMENCEMENT; EARLY ACCESS

3.1. Term.

Subject to this Lease becoming effective pursuant to Section 42.22, the Property is leased for the term specified in this Article 3, subject to the terms and conditions set forth herein and elsewhere in this Lease, and unless sooner terminated pursuant to the provisions of this Lease. The Term of this Lease shall commence on the date Landlord delivers possession of the Property to Tenant in accordance with the LDDA (the "Commencement Date") and expire on Expiration Date set forth in the Basic Lease Information, unless extended or earlier terminated in accordance with the terms of this Lease. The period from the Commencement Date until the Expiration Date is referred to as the "Term."

3.2. Extension Option.

(a) Option to Extend Term. Subject to Tenant's compliance with Section 3.2(b), Tenant shall have the right (the "Extension Option") to extend the Term of this Lease for one (1) additional period of twenty-four (24) years (the "Extended Term"), under and subject to all of the terms and conditions of this Lease. If Tenant properly and timely extends the Term of this Lease as set forth in this Section 3.2, the word "Term" as used in this Lease will be deemed to mean the Term as extended by the Extended Term.

(b) Conditions; Option Exercise. Tenant shall have the right to exercise the option to extend the Term if and only if, at the time of such exercise and at all times between such exercise and the commencement of the Extended Term, (A) the Affiliation Agreement, as such may be amended, or a similar agreement replacing the Affiliation Agreement providing for similar services and intended to replace the Affiliation Agreement, as such may be amended, is in place, and (B) UCSF continues to provide physicians, trainees, and infrastructure needed by ZSFG to meet medical staff regulatory requirements and to maintain its status as a Level I Trauma Center or the applicable replacement rating at the time (the "Option Exercise Conditions").

(c) Option Exercise. In order for Tenant to exercise the Extension Option, (A) Tenant shall give written notice to City of its intention to exercise its option to extend the Term of the Lease pursuant to this Section during the period commencing on the sixty-fourth (64th) anniversary of the Commencement Date and ending on the date immediately preceding the seventieth (70th) anniversary of the Commencement Date (the "Exercise Window"). Any such notice by Tenant shall be irrevocable by Tenant. If any Event of Default by Tenant is outstanding hereunder at the time of Tenant's exercise of the Extension Option or thereafter and such Event of Default continues past any applicable cure period as set forth in this Lease, then City may elect by notice to Tenant to reject Tenant's exercise of the Extension Option, whereupon the purported exercise of the Extension Option shall be null and void, but without prejudice to any later exercise prior to the end of the Exercise Window.

(d) Base Rent and Other Terms During Extended Term. If Tenant elects to exercise the Extension Option, then for the Extension Term the Lease shall cover the entire Property and shall be upon all of the terms, covenants and conditions of this Lease, provided that that Base Rent hereunder shall be adjusted to the Prevailing Market Rate in accordance with Section 5.2(d), except as otherwise provided in this Section 3.2(d), and Tenant shall have no further right to extend the Term of the Lease following the expiration of the Extended Term. For purposes of determining the Prevailing Market Rate for the Extended Term, the Property shall be valued under a reasonably achievable development scenario consistent with the Land Use Regulations in effect on the date of value, and there shall be no assumption that such Land Use Regulations will be amended or modified after the date of value, other than as permitted under then-existing procedures for exceptions, variances or conditional use authorizations. "Land Use Regulations" means all federal, state and local Laws, regulations, rulings, ordinances, codes, resolutions, plans and guidelines governing the uses of land and the improvements thereon that may be applicable to the Property, including, without limitation, those relating to urban design, density, height and bulk of structures, compatibility with surrounding land uses, requirements to mitigate or avoid environmental impacts, mitigation fees, and Investigation or Remediation of Hazardous Material, as all of the same would reasonably and probably be applied to any particular development proposal at the location of the Property. Prevailing Market Rate shall be determined in accordance with the provisions of Section 5.2(d). No Administrative Cost Offset Rent Credit or other rental offset shall apply during the Extended Term unless specifically authorized by the Commission and Board of Supervisors.

3.3. Right of Negotiation Regarding Possible Term Extension.

If, prior to the seventieth (70th) anniversary of the Commencement Date UCSF has an opportunity to receive research grants or similar funds that require UCSF to control research space in the Premises beyond the initial Expiration Date of this Lease, and Tenant would like to negotiate with City regarding an extension of the Term to satisfy the conditions of such grant or other agreement, Tenant shall notify City of such desire in writing, which notice shall specify the date through which Tenant desires to extend the Term (which date shall not be later than the date immediately preceding the date that is ninety-nine years following the Commencement Date of this Lease) and shall reference this Section 3.3, and Tenant and City staff shall thereafter negotiate in good faith regarding such proposed Lease extension and amendment, provided City staff shall not in any event be required to consider a rental rate for such proposed extension period that is less than the then Prevailing Market Rate. Such negotiations shall continue for so long as the Parties agree to continue negotiating, but not less than sixty (60) days. If Tenant and City staff reach agreement with respect to such extension of the Term, Tenant and City staff shall promptly prepare an amendment to this Lease memorializing such agreement and Tenant shall seek the approval of the full Board of Regents, if required, and City staff shall use diligent efforts to promptly introduce such matter at the Health Commission and, following Health Commission action on such matter, to promptly introduce such matter at City's Board of Supervisors, subject in each instance to notice requirements and reasonable staff preparation time. If the Tenant and City staff have not reached agreement and prepared the proposed form of amendment memorializing the extension and any additional changes to this Lease within the sixty (60) day period, or if the amendment is not approved as required within one hundred twenty (120) days after the proposed amendment is submitted to the Health Commission for action, either Party may thereupon give the other Party written notice that such Party is not willing to continue further negotiations, and in such event the Parties shall have no further obligations under this Section 3.3. Approval or disapproval of any proposed amendment under this Section 3.3 shall be at the sole discretion of, respectively, the Board of Regents, Health Commission and City's Board of Supervisors and no such proposed amendment shall be effective unless such approval is received. Without limiting the foregoing, no Administrative Cost Offset Rent Credit or other rental offset shall apply during the extended term unless specifically authorized by the Commission and Board of Supervisors.

3.4. Discussions Regarding Possible Future Use of the Property.

In order to allow City and Tenant to plan for the orderly continuation, transition or termination, as applicable, of research or other operations under this Lease, approximately five (5) years before the Expiration Date, provided that this Lease has not been earlier terminated, City's Director of Property, or his or her designee, and Tenant shall meet to discuss whether the Parties are interested in entering into a new lease for the Property or some portion of the Research Facility Building. The Parties acknowledge that any future agreement to enter into a new lease would be subject to the prior approval of the then-Board of Regents, Health Commission and City Board of Supervisors, in their respective sole discretion.

3.5. Access and Entry by Tenant Prior to Commencement Date.

After the Effective Date but before the Commencement Date, Tenant shall have the right of access to and entry upon and around the Property on the terms and conditions set forth in the LDDA and the LDDA Permit to Enter.

3.6. Confirmation of Commencement Date.

Promptly following the Commencement Date City and Tenant shall confirm the actual Commencement Date in writing, by means of a letter substantially in the form of Exhibit K.

4. USES

4.1. Permitted Use.

Tenant shall use the Property for the construction and management of the Research Facility, which will be used for teaching, research and public service, consistent with The Regents' constitutionally mandated mission, and in support of ZSFG's mission to provide quality healthcare and trauma care with compassion and respect (the "Permitted Use"). The continuing priority of the Research Facility will be the recruitment and retention of ZSFG clinicians. The types of research to be conducted in the Research Facility may include, *inter alia*, wet laboratories, clinical studies, and desktop activities such as public health research, epidemiology, population science, and disease prevention.

4.2. Development and Ongoing Operations.

Tenant acknowledges that a material consideration for this Lease is Tenant's agreement to develop the Project in the manner described in the LDDA and Article 6, and to use the Property as provided in this Article 4.

4.3. Handling of Infectious or Hazardous Material.

Tenant will be responsible for the safe management and handling of all infectious or hazardous materials entering or leaving the Premises, except to the extent handled by City, its Agents or Invitees. Tenant will operate and maintain the Premises at its own expense in accordance with applicable Laws and regulations regarding management and handling of medical or bio- hazardous waste and storage of hazardous materials. Tenant will be responsible for compliance with all Laws regarding the storage, transportation, and disposal of medical or bio-hazardous waste from the Premises except to the extent handled by City, its Agents or Invitees.

4.4. Disposal of Deleterious Waste.

Tenant will install and at all times maintain adequate protection devices and containers for the purpose of preventing entrance of objectionable quantities of deleterious substances or wastes from the Premises into City's sewage system, storm water drainage system, groundwater, air, or conduits. Tenant will provide and at all times maintain at its own expense adequate separators, filters, tanks, or other mechanical or chemical devices necessary at the Premises to prevent the discharge of toxic, contaminating, or deleterious substances from the Premises into

City's sewage system, storm water drainage system, groundwater, air or conduits if such substances could cause hazards or obstructions in the sewer system or treatment works or cause unlawful contamination of the San Francisco Bay. Tenant and City will cooperate with and assist one another in their effort to comply with all laws, rules, regulations and requirements of the federal government, the State of California, and particularly the San Francisco Bay Regional Water Quality Control Board applicable to the Premises and to each respective Party, and in this connection Tenant shall render such reports concerning the accumulation and disposition of its chemical wastes, hazardous materials, or other substances as may be reasonably requested by City.

4.5. Decontamination Responsibility.

Tenant shall be responsible for any decontamination required as a result of materials delivered to or from the Premises, other than by City, its Agents or its Invitees, and shall immediately decontaminate the Premises and any other ZSFG areas or persons contaminated as a result of the operations of the Premises by Tenant, its Agents or Invitees, regardless of whether the Tenant intends to vacate the Premises. Before vacating the Premises for any reason, Tenant shall provide City with Tenant's written statement required by Section 30298 of Title 17, California Code of Regulations.

4.6. No Unlawful Uses, Nuisances or Waste.

Without limiting the foregoing, Tenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose. Tenant shall take all commercially reasonable precautions to eliminate any nuisances or hazards created by the operation or activities within the Premises.

4.7. Compliance with Hospital Campus Policies and Procedures.

Tenant shall cause Tenant's personnel and any other parties using the ZSFG hospital campus in connection with access to or egress from the Premises to comply with ZSFG hospital campus policies generally applied to the extent applicable to such use, including but not limited to such matters as parking restrictions.

4.8. Limitations on Uses by Tenant.

(a) **Prohibited Activities.** Tenant shall not conduct or permit on the Premises any of the following activities:

- i. any activity that creates a public or private nuisance;
- ii. any activity that is not within the Permitted Use;
- iii. any activity that is reasonably determined by City to constitute waste, disfigurement or damage to the Premises;
- iv. any activity that is reasonably determined by City to constitute a material nuisance to owners or occupants of adjacent properties, including the balance of the ZSFG campus. Such activities include, without limitation, the preparation, manufacture or mixing of anything that emits any materially objectionable or unlawful odors, noises or lights onto adjacent properties, or the unreasonable or unlawful use of loudspeakers or sound apparatus that can be heard outside the Premises or the unlawful or unreasonable use of any light apparatus that can be seen outside of the Premises;
- v. any activity that will materially injure, obstruct or interfere with the rights of owners or occupants of adjacent properties, including the balance of the ZSFG campus, including rights of ingress and egress, to their properties, except to the extent necessary on a temporary basis to alter, modify, repair, maintain, restore or construct Improvements in accordance with all Laws;

vi. any use that damages or unreasonably interferes with the Existing City Utility Facilities; and

vii. use of the Premises for sleeping or personal living quarters.

(b) Restrictions on Signage. Tenant shall not allow the placement, construction or maintenance of any sign, advertisement, awning, canopy, banner or other exterior decoration on the exterior of the Research Facility Building without obtaining the prior written consent of the Director of Health or his or her designee. Any sign that Tenant is permitted to place, construct or maintain on the Premises shall comply with all Laws applicable to Tenant relating thereto. Tenant, at its sole cost and expense, shall remove all signs placed by it on the exterior of the Premises at the expiration or earlier termination of this Lease.

(c) Land Use Restrictions: Special Restrictions Regarding Former Street Property. Tenant shall not enter into agreements granting licenses, easements or access rights over the Premises if the same would be binding on City's reversionary interest in the Premises, or obtain changes in applicable land use Laws or conditional use permits for any uses not provided for hereunder, in each instance without City's prior written consent, which consent may be withheld in City's sole discretion.

4.9. Premises Must Be Used.

Tenant shall use the Premises continuously during the Term for the Permitted Uses and shall not allow the Premises to become abandoned, subject to Force Majeure and to Article 15 [Damage or Destruction] and Article 16 [Condemnation], and further subject to vacancies that are reasonably necessary to plan for and perform renovations or repairs to the Research Facility Building and customary vacancies of space that may arise from time to time in connection with changes in research projects or programming.

4.10. Report on Research Activities.

At the conclusion of each fiscal year, Tenant shall cause the UCSF Vice Dean at ZSFG to provide a written report to the San Francisco Health Commission on research activities conducted on the Premises during such period and how such research supported the patient care and teaching activities at ZSFG, continuation of ZSFG's status as a Level 1 trauma center, and advances in healthcare that will improve the lives of San Franciscans. Together with such report, Tenant shall confirm that Tenant, together with any Subtenants under Conforming Subleases (as defined in Article 7), if applicable, occupies at least three-quarters (3/4) of the space in the Research Facility Building for faculty research purposes, or if less space is used for such purposes shall provide the information required to calculate the reduction to the Administrative Cost Offset Rent Credit as provided in Section 7.14.

5. RENT

5.1. Tenant's Covenant to Pay Rent; Base Rent.

(a) Generally; Payment. Throughout the Term beginning on the Commencement Date, Tenant shall pay to City the annual Base Rent specified in the Basic Lease Information, provided that such sum shall be subject to adjustment pursuant to Section 5.2 (the "Base Rent"). The Base Rent shall be paid to City monthly in advance, without prior demand and without any deduction, setoff or counterclaim whatsoever, in equal consecutive monthly payments commencing on the Commencement Date and on or before the first day of each month thereafter. All sums payable by Tenant to City hereunder shall be paid in cash or by good (cashier's or certified) check to the City and County of San Francisco in care of the Director of Property at the address specified in the Basic Lease Information, or such other place as City may designate in writing. City reserves the right to direct Tenant, upon thirty (30) days written notice, to deposit all payments required under this Lease from Tenant's account into the City designated revenue account by bank or wire transfer. If the Commencement Date occurs on a day other than the first

day of a calendar month, or the Expiration Date occurs on a day other than the last day of a calendar month, then the Base Rent for such fractional month shall be prorated based on a thirty (30) day month.

(b) Administrative Cost Offset Rent Credit Required by Affiliation Agreement. City and the Regents are parties to Affiliation Agreement, dated August 1, 1994, describing certain of the responsibilities of the Parties at the ZSFG campus. As contemplated by the Affiliation Agreement, as of the date of this Lease, Tenant occupies approximately 85,000 square feet of space on the ZSFG campus for faculty research purposes, for which City charges no rent (the "Exchange Space"), to offset certain administrative costs incurred by The Regents at ZSFG. Upon completion of the Research Facility, all of Tenant's operations presently conducted in the Exchange Space will be moved from existing buildings into the Research Facility, as provided in Article 38, Tenant will surrender such space to City, and City will no longer provide rent-free research space to Tenant. The Base Rent set forth in the Basic Lease Information takes into consideration a credit (the "Administrative Cost Offset Rent Credit") equal to the annual fair rental value of such Exchange Space as of the date of this Lease, which is deemed by the Parties to be \$765,000 per annum in the Base Year.

(c) Elimination or Reduction in Administrative Cost Offset Rent Credit. If the Affiliation Agreement is terminated or is amended in a manner that eliminates or reduces City's obligation to provide 85,000 square feet of space on the ZSFG campus for no cost (or otherwise eliminates reduces the Administrative Cost Offset Rent Credit to be provided under this Lease), the requirement to provide the Administrative Cost Offset Rent Credit shall be eliminated or correspondingly reduced, as applicable, and the Base Rent (and any limits or caps on increases to the Base Rent) shall be adjusted accordingly. The Administrative Cost Offset Rent Credit shall also be reduced under the circumstances described in Section 7.14. No Administrative Cost Offset Rent Credit shall apply during the Extended Term or any other extension of the Term unless specifically authorized by the Commission and Board of Supervisors.

5.2. Adjustments in Base Rent.

(a) Regular Annual Adjustments. On each anniversary of the Commencement Date during the initial Term of this Lease, other than a Special Adjustment Date (each, an "Adjustment Date"), the Base Rent payable under this Lease shall be adjusted to an amount equal to 101.75% of the Base Rent payable immediately prior to such Adjustment Date.

(b) Prevailing Market Rate Resets on Each Special Adjustment Date; Cap on Increases. On each Special Adjustment Date described in the Basic Lease Information, the Base Rent payable under this Lease shall be adjusted to an amount equal to (A) the Prevailing Market Rate for the Premises determined in the manner described in Section 5.2(d), less (B) the Adjusted Administrative Cost Offset Rent Credit (other than for the Extended Term, for which no Administrative Cost Offset Rent Credit or other offset shall apply unless specifically authorized by the Commission and Board of Supervisors), calculated in the manner described in Section 5.2(c), provided that in no event shall the Base Rent as so adjusted be less than the Base Rent payable immediately prior to such adjustment, and in no event shall the Adjusted Administrative Cost Offset Rent Credit reduce the Base Rent below zero. Further, notwithstanding the foregoing, in no event shall the Base Rent established on any Special Adjustment Date be greater than the respective amounts set forth below:

Special Adjustment Date	Applicable Cap on Adjusted Base Rent
First Special Adjustment Date (20th anniversary of the Commencement Date)	200% of initial Base Rent
Second Special Adjustment Date (45th anniversary of the Commencement Date)	225% of Base Rent established on the First Special Adjustment Date
Third Special Adjustment Date (60th anniversary of the Commencement Date)	175% of Base Rent established on the Second Special Adjustment Date

(c) Determination of Adjusted Administrative Cost Offset Rent Credit. The "Adjusted Administrative Cost Offset Rent Credit" shall be the amount equal to (A) the Base Year Administrative Cost Offset Rent Credit Amount set forth in the Basic Lease Information, multiplied by (B) a fraction, the numerator of which is the Prevailing Market Rate for the Premises as of the applicable Special Adjustment Date, determined in the manner described in Section 5.2(d), and the denominator of which is the Base Year Deemed Annual Rental Value set forth in the Basic Lease Information.

(d) Determination of Prevailing Market Rate.

(i) City Determination of Prevailing Market Rate. No later than one hundred fifty (150) days prior to each Special Adjustment Date (or, if applicable, the commencement of the Extended Term), City shall notify Tenant in writing of City's determination made in good faith of the Prevailing Market Rate for the Premises to be used to calculate the adjustment in Base Rent and its justification for its determination. As used herein, the term "Prevailing Market Rate" for the Premises shall be calculated by (i) determining the value of the fee interest in the Property in accordance with the provisions of this Section (the "Fair Market Value") at the time of written determination by City described in this Section ("date of value"), without regard to the value of the Improvements or the Tenant's leasehold estate, and (ii) applying an appropriate rate of return to the Fair Market Value, taking into account in determining such rate of return the effect, if any, of the remaining Term of this Lease and the provisions of this Lease regarding subsequent adjustment of Base Rent as set forth in this Lease. During the Term (excluding the Extended Term), the Property shall be valued for its Permitted Uses under this Lease. For the Extended Term the Fair Market Value shall have the definition given in Section 3.2(d).

(ii) Tenant Response to City Determination. Within fifteen (15) days after receipt of City's determination of the Prevailing Market Rate, Tenant shall notify City in writing either of (i) Tenant's acceptance of such determination, in which case such determination shall constitute the new Base Rent as of the upcoming Special Adjustment Date or commencement of the Extended Term, as applicable, or (ii) Tenant's own good faith determination of the Prevailing Market Rate, including written justification for its determination.

(iii) Attempts to Resolve Disagreement Regarding Prevailing Market Rate. If Tenant provides City with its determination of the Prevailing Market Rate pursuant to Section 5.2(d)(ii), then within thirty (30) days following Tenant's notice to City, the parties shall attempt in good faith to meet no less than two (2) times, at a mutually agreeable time and place, to attempt to resolve in good faith any such disagreement as to the Prevailing Market Rate. The parties may, by an instrument in writing, mutually agree to extend such thirty (30)-day consultation period for a reasonable period to resolve their disagreement if the parties are negotiating in good faith and would be unable to resolve their differences within such thirty (30)-day period.

(iv) Resolution by Appraisal. If within such consultation period City and Tenant cannot reach agreement as to the Prevailing Market Rate, then promptly after the end of such consultation period City and Tenant shall follow the procedures outlined in Section 39.7(d).

(v) Delay in Final Determination. If, either by agreement of the parties or by the arbitration procedure provided herein, the Prevailing Market Rate is not finally determined by the Special Adjustment Date, then Tenant shall pay the Prevailing Market Rate determined by City until such time as the Prevailing Market Rate is finally determined by agreement of the parties or by the appraisal procedure set forth in this Section, at which time City shall refund any excess amount to Tenant or Tenant shall pay any shortage to City, as the case may be. No such delay in the determination of Prevailing Market Rate shall be deemed to constitute a waiver by either party of the adjustment of Prevailing Market Rate as provided in this Section.

5.3. No Abatement or Setoff.

Tenant shall pay all Rent at the times and in the manner provided in this Lease without any abatement, setoff, deduction, or counterclaim.

5.4. Late Payments.

Tenant acknowledges and agrees that, in addition to and without limiting any of City's rights or remedies hereunder, if an installment of Base Rent or a payment of Additional Rent is not paid within thirty (30) days following the written notice from City such payment is due, then such unpaid amount shall bear interest from the date due until paid at the Default Rate, as defined in Article 1.

5.5. Additional Rent.

Except as otherwise provided in this Lease, all costs, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature relating to the Premises that may arise or become due during or in connection with the Term of this Lease, whether foreseen or unforeseen, which are payable by Tenant to City pursuant to this Lease, shall be deemed Additional Rent. City shall have the same rights, powers and remedies, whether provided by Law or in this Lease, in the case of non-payment of Additional Rent as in the case of non-payment of Base Rent. Rent shall be due and payable at the times otherwise provided in this Lease, provided that if no date for payment is otherwise specified, or if payment is stated to be due "upon demand", "promptly following notice", "upon receipt of invoice", or the like, then such Additional Rent shall be due fifteen (15) business days following the giving by City of such demand, notice, invoice or the like to Tenant specifying that such sum is presently due and payable.

5.6. Net Lease.

It is the purpose of this Lease and intent of City and Tenant that all Rent shall be absolutely net to City, so that this Lease shall yield to City the full amount of the Rent at all times during the Term, without deduction, abatement or offset and at no cost to City, except as otherwise expressly set forth herein. Under no circumstances, whether now existing or hereafter arising, and whether or not beyond the present contemplation of the Parties, except as may be specifically set forth herein, shall City be expected or required to incur any expense or make any payment of any kind with respect to this Lease or Tenant's use or occupancy of the Premises, including any Improvements. Without limiting the foregoing, Tenant shall be solely responsible for paying each item of cost or expense of every kind and nature whatsoever, the payment of which City would otherwise be or become liable by reason of City's estate or interests in the Premises and any Improvements, any rights or interests of City in or under this Lease, or the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Premises, any Improvements, or any portion thereof. Except

as otherwise expressly set forth herein, no occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its liability to pay all of the sums required by any of the provisions of this Lease, or shall otherwise relieve Tenant from any of its obligations under this Lease, or shall give Tenant any right to terminate this Lease in whole or in part. Tenant waives any rights now or hereafter conferred upon it by any existing or future Law to terminate this Lease or to receive any abatement, diminution, reduction or suspension of payment of such sums, on account of any such occurrence or situation, provided that such waiver shall not affect or impair any right or remedy expressly provided Tenant under this Lease.

6. DEVELOPMENT OF PROJECT; OWNERSHIP OF IMPROVEMENTS

6.1. Scope of Project Development

(a) Construction. Tenant shall construct the Project in accordance with, and subject to all the terms, covenants, conditions and restrictions in, the LDDA.

(b) Warranty for Defects. City's acceptance of the ZSFG Campus Improvements pursuant to the LDDA shall not constitute a waiver of defects by the City. Tenant covenants that all materials and equipment furnished by Tenant for the ZSFG Campus Improvements shall be (i) new, (ii) of good and workmanlike quality, and (iii) in accordance with the Final Construction Documents (as defined in the LDDA) related to the ZSFG Campus Improvements at the time of completion, and warrants that all ZSFG Campus Improvements shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year following City's acceptance of the ZSFG Campus Improvements, provided the warranty period for plant materials including trees shall be three (3) years (as applicable, the "Warranty Period"). Tenant's liability in connection with the warranty pertaining to the ZSFG Campus Improvements under this Section 6.1(b) shall not extend to ordinary wear and tear or harm or damage from improper maintenance, operation or use of the ZSFG Campus Improvements. During the Warranty Period, Tenant shall, as necessary, and upon receipt of a request in writing from City, cause any work that does not conform to the requirements set forth in the first sentence of this Section 6.1(b) to be corrected or repaired or cause any defects in the ZSFG Campus Improvements to be replaced, at its own expense. During the Warranty Period, should Tenant fail to act with reasonable promptness to make such correction, repair or replacement of the ZSFG Campus Improvements, or should an emergency require that correction, repair or replacement of such ZSFG Campus Improvements be made before Tenant can be notified (or prior to Tenant's ability to respond after notice) in order to circumvent an immediate and imminent threat to the health or safety of any person or substantial damage to property, City, at its option and provided that notice thereof is provided to Tenant, may make the necessary correction, repair, or replacement or otherwise perform the necessary work to such ZSFG Campus Improvements, and Tenant shall reimburse the City for the actual cost thereof.

6.2. Ownership of Improvements.

Title to the Improvements, including the Research Facility Building, and Subsequent Improvements constructed on the Property by Tenant and all appurtenant fixtures, machinery and equipment installed therein shall be owned by Tenant until expiration of the term or earlier termination of this Lease. All Improvements, including the Research Facility Building and Subsequent Improvements, on the Property at the expiration of the term or earlier termination of this Lease, including appurtenant fixtures (but, except as otherwise set forth in this Lease, excluding trade fixtures and, other Personal Property of Tenant and its Subtenants other than City), shall, without compensation to Tenant, then automatically and without any act of Tenant or any third party become City's property. Tenant shall surrender the Improvements to City at the expiration of the term or earlier termination of this Lease, free and clear of all liens and encumbrances, other than those, if any, permitted under this Lease or otherwise created or consented to by City. Tenant agrees to execute, acknowledge, and deliver to City any instrument

requested by Landlord as necessary in Landlord's opinion to perfect Landlord's right, title, and interest to the Improvements and the Premises.

6.3. Mitigation Measures; Improvement Measures.

(a) Mitigation Measures. In order to mitigate the significant environmental impacts of this Lease and operation of the Premises, Tenant adopted the Mitigation Measures attached to this Lease as Exhibit D-1 (the "Mitigation Measures"), and City relied on such Mitigation Measures in approving this Lease. Tenant agrees that the operation of the Premises shall be in accordance with the Mitigation Measures. As appropriate, Tenant shall incorporate such Mitigation Measures into any contract for the operation of the Improvements.

(b) Improvement Measures. In addition to the Mitigation Measures, Tenant shall comply with all of the Conditions to General Plan Referral contained in Exhibit D-2 ("Improvement Measures"). The Parties understand and agree that such Improvement Measures are not part of the Mitigation Measures and shall not be deemed to be measures to mitigate any significant environmental impacts associated with the Project. *[Delete this subsection from final lease if it is not applicable.]*

7. ASSIGNMENT AND SUBLETTING

7.1. Restriction on Assignment and Subletting.

This Lease is personal to Tenant as an affiliate in the operation of ZSFG, and City would not be willing to enter into this Lease on the terms and conditions set forth herein with any other party. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder (collectively, an "Assignment"), or permit or license any portion of the Premises to be used or occupied by anyone other than itself, or sublet any portion of the Premises (including any use agreement or affiliation agreement that includes the right to use part or all of the Premises) (collectively, "Sublease"), without City's prior written consent in each instance, as provided in this Article 7. City shall not unreasonably withhold, condition or delay consent to a proposed Sublease, subject to City's rights under this Article 7. Tenant shall have limited rights to make an Assignment of its interest in this Lease in accordance with applicable provisions of Article 39 (Impact of Termination of Affiliation Agreement) below, subject to the provisions of this Article 7.

7.2. Conforming and Non-Conforming Subleases.

A Sublease that is necessary or desirable for Tenant to fulfill its obligations to City under the Affiliation Agreement, including without limitation, for recruitment and retention of ZSFG clinicians, is referred to herein as a "Conforming Sublease," and any other Sublease is referred to herein as a "Non-Conforming Sublease." Tenant shall not enter into any Non-Conforming Sublease unless Tenant determines in good faith that the subject space is not then necessary or desirable for Tenant to fulfill its obligations to City under the Affiliation Agreement, including without limitation, for recruitment and retention of ZSFG clinicians, and is unlikely to be necessary or desirable for such purpose during the term of the proposed Sublease (i.e., such space is "surplus").

7.3. Notice of Proposed Sublease.

(a) Generally; Notice of Proposed Sublease. If Tenant desires to enter into a Sublease, Tenant shall give written notice (a "Notice of Proposed Sublease") to City of its intention to do so, and shall describe the relevant facts.

Without limiting the foregoing, the Notice of Proposed Sublease shall:

- (i) identify the proposed Subtenant;
- (ii) state the terms and conditions of the proposed Sublease;
- (iii) state the proposed use of the Premises by the proposed Subtenant;
- (iv) state whether the proposed Sublease is a Conforming Sublease or a Non-Conforming Sublease;
- (v) explain why the space that is subject to a proposed Non-Conforming Sublease is surplus, if applicable; and
- (vi) include a copy of the proposed Sublease agreement.

(b) Request for Additional Information; Cooperation in Resolving Disputes. No later than fifteen (15) days after City's receipt of the Notice of Proposed Sublease, City shall notify Tenant in writing if City requires additional information, or if City disputes Tenant's determination that a proposed Sublease is a Conforming Sublease. Tenant shall promptly provide any requested additional documents or information reasonably related to the proposed transaction or Subtenant, and Tenant and City shall use good faith efforts to promptly resolve any dispute about whether a proposed Sublease is a Conforming Sublease or a Non-Conforming Sublease.

7.4. Conditions to Sublease.

Tenant may enter into any Sublease for a Permitted Use, subject to City's rights under Section 7.5 and Section 7.6 with respect to a Non-Conforming Sublease, and subject to the other terms and conditions of this Article 7, with the approval by the Director of Property of the proposed Sublease agreement, which approval shall not be unreasonably withheld, conditioned or delayed, subject to City's rights under Section 7.5(c) with respect to a Non-Conforming Sublease. Among other reasonable grounds for withholding approval to a Non-Conforming Sublease, approval may be withheld if the Director of Health, in his or her reasonable discretion, determines that the proposed Sublease is not consistent with the mission or best interests of ZSFG. If the proposed Sublease is a Non-Conforming Sublease, then Tenant shall not enter into such Non-Conforming Sublease until City and Tenant reach an agreement on the amount of the reduction in the Administrative Cost Offset Rent Credit, if any, required under the provisions of Section 7.14 in connection with such proposed Sublease.

7.5. City's Response to Notice of Proposed Sublease and Proposed Sublease Agreement.

(a) Notice of Disapproval. If City disapproves of the proposed Sublease (taking into account City's obligation not to unreasonably withhold its consent), City shall provide Tenant with written notice that City is withholding consent of such Sublease not later than thirty (30) days after City's receipt of the Notice of Proposed Sublease or, if applicable, receipt of the additional information requested by City under Section 7.3(b). City and Tenant shall use reasonable good faith efforts to promptly resolve any disagreement regarding such matters.

(b) Notice of Non-Conforming Terms. If City reasonably determines that a proposed Sublease agreement does not meet the requirements of this Article 7, including without limitation Section 7.6, City shall provide Tenant with written notice of such determination not later than thirty (30) days after City's receipt of the Notice of Proposed Sublease or, if applicable, receipt of the additional information requested by City under Section 7.3(b). City and Tenant shall use reasonable good faith efforts to promptly resolve any disagreement regarding such matters.

(c) City's Option to Sublease in Case of Proposed Non-Conforming Sublease. In the case of a proposed Non-Conforming Sublease, City shall provide Tenant with written notice of City's election to sublet from Tenant the portion of the Premises proposed by Tenant to be sublet, for the term for which such portion is proposed to be sublet, at the proposed sublease rent, not later than thirty (30) days after City's receipt of the Notice of Proposed Sublease or, if

applicable, receipt of the additional information requested by City. If City fails to notify Tenant in writing of such election within such period, City shall be deemed to have waived the option to sublet the space from Tenant.

7.6. Required Sublease Terms; Special City Requirements; Non-Conforming Use by Subtenant Allowed Under Lease Following City Approval.

In addition to any other requirement set forth in this Article 7, the following conditions must be satisfied with respect to any Sublease: (A) the permitted uses are consistent with this Lease, (B) the Subtenant and the Sublease are expressly subject to all the terms and provisions of this Lease, (C) the term of the Sublease, including any extension options, does not extend beyond the term of this Lease, (D) there exists no Event of Default or Unmatured Event of Default under the Lease, (E) to the extent Subtenant indemnifies Tenant, Subtenant shall also indemnify City, (F) Tenant remains liable under this Lease, (G) the Subtenant provides liability insurance as reasonably required by Tenant, and names City as an additional insured under policies where Tenant is an additional insured, and (H) the Sublease includes the provisions set forth in Exhibit E. In the event of a Non-Conforming Sublease, City may require that the Sublease include reasonable conditions on the non-conforming use of the subleased premises, and such non-conforming use by the Subtenant shall be an allowed use under this Lease for the term of the Non-Conforming Sublease.

7.7. Leasehold Profit; Share of Excess Rent Payable to City.

Upon a Sublease, Tenant shall pay to City as Additional Rent hereunder, fifty percent (50%) of the excess of the amount of rent paid for the sublet space by the Subtenant over (i) the amount of monthly Base Rent attributable to the sublet space for the corresponding month, and (ii) Tenant's costs and expenses of providing utilities and services to the Research Facility Building attributable to the sublet space for the corresponding month, (iii) Tenant's costs of constructing the Research Facility Building and the ZSFG Campus Improvements, that is proportionate to the portion of the Premises subject to such Sublease and attributable to the corresponding month, and (iv) Tenant's actual out of pocket costs incurred in effecting the Sublease, such as any reimbursement paid by Tenant to City in connection with City's review and approval of the Sublease, marketing costs, brokerage commissions paid by Tenant in connection with the Sublease (not to exceed commissions typically paid in the market at the time of such subletting), reasonable legal fees paid by Tenant in connection with such subletting, and any improvement allowance or construction costs incurred by Tenant in connection with the Sublease attributable to the corresponding month on an amortized basis over the term of the Sublease.

7.8. [Intentionally Omitted.]

7.9. Effect of Sublease or Assignment.

No Sublease or Assignment by Tenant nor any consent by City thereto shall relieve Tenant, or any guarantor, of any obligation to be performed by Tenant under this Lease. Any Sublease or Assignment not in compliance with this Article shall be void and, at City's option, shall constitute a material default by Tenant under this Lease. The acceptance of any Base Rent or other payments by City from a proposed Transferee shall not constitute consent to such Sublease or Assignment by City or a recognition of any Transferee, or a waiver by City of any failure of Tenant or other transferor to comply with this Section. If there is an Assignment or Sublease, whether in violation of or in compliance with this Section, in the event of default by any Transferee, or any successor of Tenant, or any Subtenant, in the performance or observance of any of the terms of this Lease or any Sublease or Assignment agreement, City may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee, Subtenant or successor.

7.10. Assumption by Transferee.

As used in this Lease, "Transfer" means to sell, convey, assign, transfer, encumber, alienate or otherwise dispose (directly or indirectly, by one or more transactions, and by operation of law or otherwise) of all or any interest or rights in the Property, the Improvements, and/or this Lease, including but not limited to any right or obligation to develop the Property or operate the Improvements on the Property (other than pursuant to a Sublease made in the ordinary course), or otherwise do any of the above or make any contract or agreement to do any of the same, and a "Transferee" means the other party to a Transfer agreement. Each Transferee (other than City), shall assume all obligations of Tenant under this Lease with respect to the space or interest being assigned and shall be liable with Tenant for the payment of the Base Rent and Additional Charges, and for the performance of all the terms, covenants and conditions to be performed on Tenant's part hereunder, in *pro rata* proportion to the percentage interest being assigned or transferred by an assignee Transferee. No Assignment shall be binding on City unless Tenant or Transferee has delivered to City a counterpart of the Assignment and an instrument in recordable form that contains a covenant of assumption by such Transferee satisfactory in form and substance to City. However, the failure or refusal of such Transferee to execute such instrument of assumption shall not release such Transferee from its liability as set forth above. A Transferee does not include a Subtenant.

7.11. No Relocation Benefits for Transferees.

Without limiting Section 7.10 (Assumption by Transferee), to the extent permissible by applicable Law Tenant shall cause any Transferee to expressly acknowledge the inapplicability of relocation assistance and benefits and agree that such Transferee will not be entitled to any such benefits in connection with this Lease. If such party is entitled to relocation benefits under applicable law, Tenant shall pay such relocation assistance.

7.12. Reimbursement of City Costs.

Tenant shall reimburse City on demand for any actual costs that may be reasonably incurred by City in connection with any proposed Sublease or Assignment, including, without limitation, the reasonable costs of making investigations as to the acceptability of the proposed Transferee and reasonable legal costs incurred in connection with the granting or documenting any requested consent. Upon Tenant's written request, City shall provide Tenant with City's good faith estimate of costs City anticipates in connection with the proposed Sublease or Assignment (based on the information then known by City with regard thereto); provided, however, that if City's costs exceed City's estimate, Tenant shall be responsible for such actual costs.

7.13. Documentation of Conforming Use of Premises.

On City's written request made not more frequently than once each year Tenant shall provide City with a report listing all Subleases then in effect, which report shall indicate whether such Sublease is a Conforming or Non-Conforming Sublease, and shall provide the following information or such other information as is reasonably requested by City: expiration date, rent and other financial terms, and permitted and actual use.

7.14. Impact of Nonconforming Subleases on Administrative Cost Offset Rent Credit.

(a) Threshold for Reduction in Rent Credit. Tenant, alone or together with approved Subtenants under approved Nonconforming Subleases, may use up to one-quarter (1/4) of the space in the Research Facility Building for purposes other than faculty research purposes without any reduction in the Administrative Cost Offset Rent Credit. However, if at any time (i) the Research Facility Building are subject to one or more Nonconforming Subleases and (ii) Tenant (together with any Subtenants under Conforming Subleases, if applicable) occupies

and uses less than three-quarters (3/4) of the space in the Research Facility Building for faculty research purposes, such period shall be referred to as a "Reduced Credit Period," and the Administrative Cost Offset Rent Credit shall be reduced during such period as provided in Section 7.14(c).

(b) Additional Defined Terms. For the purposes of Section 7.14(c):

i. The number of square feet of space used for the purposes other than faculty research purposes is referred to as the "Total Non-Use Footage."

ii. The amount by which the Total Non-Use Footage exceeds one-quarter of the space in the Research Facility Building is referred to as the "Excess Non-Use Footage."

iii. The Applicable Administrative Cost Offset Rent Credit Amount is the Base Year Administrative Cost Offset Rent Credit Amount or Adjusted Administrative Cost Offset Rent Credit Amount applicable to the Reduced Credit Period, adjusted in the same manner as the regular annual adjustments to Base Rent described in Section 5.2(a).

(c) Calculation of Reduction in Rent Credit. During the Reduced Credit Period the Administrative Cost Offset Rent Credit will be reduced by an amount equal to (A) the Applicable Administrative Cost Offset Rent Credit Amount multiplied by (B) a fraction, the numerator of which is the lesser of (i) the Excess Non-Use Footage or (ii) the total square footage of space subject to Nonconforming Subleases, and the denominator of which is the total square footage of the Research Facility Building.

7.15. Assignment.

(a) Standard Lease Provisions Applicable to Non-Governmental Entities. Certain standard contracting provisions otherwise required by the San Francisco Administrative Code for leases or permits to use property owned by the City were waived or modified in this Lease either on account of Tenant's status as a governmental agency or on account of Tenant's rights and obligations under the Affiliation Agreement. Any Transfer of Tenant's interest in this Lease to any Transferee not exempt from local regulations shall be conditioned on the Transferee's execution of an amendment to this Lease including the previously waived or modified provisions, as reasonably determined by City, including, without limitation, the provisions on the attached Exhibit L.

(b) Other Conditions. Any Transfer is further subject to the satisfaction of the following conditions precedent, each of which is hereby agreed to be reasonable as of the date hereof (the "Transfer Conditions"):

i. Any proposed Transferee, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of City, must expressly assume all of the obligations of Tenant under this Lease and the provisions of and any other agreements or documents entered into by and between City and Tenant relating to the Project first arising after the effective date of such Transfer.

ii. The Transfer is made for a legitimate business purpose and not to deprive City of the benefits of this Lease. It is the intent of this Lease, to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Lease, that no Transfer of this Lease, or any interest therein, however effected or occurring, and whether voluntary or involuntary, by operation of law or otherwise, foreseen or unforeseen, shall operate, legally or practically, to deprive or limit City of or with respect to any rights or remedies or controls provided in or resulting from this Lease with respect to the Premises and the construction of the Improvements that City would have had, had there been no such Transfer.

iii. All instruments and other legal documents effecting the Transfer shall have been submitted to City for review, including the agreement of sale, transfer, or

equivalent, and City shall have approved such documents, which approval shall not be unreasonably withheld, delayed or conditioned.

iv. Tenant shall have complied with the provisions of Section 7.14(c).

v. There shall be no Event of Default or Unmatured Event of Default on the part of Tenant under this Lease or any of the other documents or obligations to be assigned to the proposed transferee, or if not cured, Tenant or the proposed transferee have made provisions to cure the Event of Default, which provisions are satisfactory to City in its sole and absolute discretion.

vi. The proposed transferee (A) has demonstrated to City's reasonable satisfaction that it is reputable and capable, financially and otherwise, of performing each of Tenant's obligations under this Lease and any other documents to be assigned, (B) is not forbidden by applicable Law from transacting business or entering into contracts with City; and (C) is subject to the jurisdiction of the courts of the State of California.

vii. The proposed Transfer is not in connection with any transaction for the purposes of syndicating the Lease, such as a security, bond or certificates of participation financing as determined by City in its sole discretion.

(c) Delivery of Executed Assignment. No Assignment of Tenant's interest in this Lease will be effective unless and until there has been delivered to City an executed counterpart of the agreement affecting the Assignment together with an agreement, a memorandum of which shall be in recordable form, executed by Tenant and the transferee, wherein and whereby such transferee assumes performance of all of the obligations on Tenant's part to be performed under this Lease and the other assigned documents to and including the end of the Term (provided, however, that the failure of any transferee to assume this Lease, or to assume one or more of Tenant's obligations under this Lease, will not relieve such transferee from such obligations or limit City's rights or remedies under this Lease or under applicable Law). The form of such instrument shall be subject to City's approval, which approval shall not be unreasonably withheld, delayed or conditioned.

(d) No Release of Tenant's Liability or Waiver by Virtue of Consent. Tenant shall not be released from liability for obligations arising under this Lease, and consent by City to an assignment hereunder shall not in any way be construed to relieve any transferee of Tenant from its obligation to obtain the express consent in writing of City to any further transfer.

(e) Reports to City. If at any time this Lease is assigned to a non-governmental entity, then at such time or times as City may reasonably request, the then-Tenant must furnish City with a statement, certified as true and correct by an officer of Tenant, setting forth all of the constituent members or partners of Tenant and the extent of their respective holdings, and in the event any other persons or entities have a beneficial interest in Tenant, their names and the extent of such interest. Tenant's furnishing of such information, however, will not relieve Tenant from liability for its failure to comply with the provisions of this Lease.

8. TAXES; POTENTIAL EXEMPTION; REPORTING REQUIREMENTS

8.1. Tenant's Tax Exempt Status; Payment of Possessory Interest Taxes

(a) Tenant's Tax Exempt Status. The Parties anticipate that the Premises will be exempt from property taxes (including supplemental taxes, with the possible exception of special assessments and other ad valorem assessments), pursuant to Article XIII, Section 3 of the California Constitution, as a result of the University of California's exclusive use thereof or otherwise provided by law. Tenant acknowledges that, in recognition of such exemption, the City, as Landlord, has excluded property taxes from the rental rate herein provided. Therefore, Tenant will do all things reasonably necessary and appropriate to secure and maintain the said tax exemption during the term of this Lease and agrees to pay directly or reimburse City, as Landlord,

for any property taxes on the Premises (excluding special assessments or other ad valorem assessments) that may become due and payable during the Lease Term.

(b) Acknowledgment of the Potential of a Possessory Interest. Tenant specifically recognizes and agrees that a Sublease may create a possessory interest, which is subject to taxation. This Lease requires Tenant to pay any and all possessory interest taxes levied on the Premises or Personal Property located on the Premises pursuant to an assessment lawfully made by the City's Assessor (excluding taxes of any Sublessee whose interest is separately assessed). Tenant further acknowledges that a Sublease or assignment permitted under this Lease and any exercise of any option to renew or extend this Lease may constitute a change in ownership, within the meaning of the California Revenue and Taxation Code, and therefore may result in a reassessment of any possessory interest created hereunder in accordance with applicable Law.

(c) Reporting Requirements. San Francisco Administrative Code Sections 23.38 and 23.39 require that City report certain information relating to this Lease, and the creation, renewal, extension, assignment, sublease, or other transfer of any interest granted hereunder, to the County Assessor within sixty (60) days after any such transaction. Within thirty (30) days following the date of any transaction that is subject to such reporting requirements, and within thirty (30) days after City's request made from time to time but not more frequently than annually, Tenant shall provide such information as may be reasonably requested by City to enable City to comply with such requirements.

9. [INTENTIONALLY OMITTED]

10. COMPLIANCE WITH LAWS

10.1. Compliance with Laws and Other Requirements

(a) Tenant's Obligation to Comply. Tenant shall comply, at no cost to City, (i) with all Laws applicable to Tenant (including any Regulatory Approvals applicable to Tenant, subject to Section 10.2(c)), (ii) with all Mitigation Measures and Improvement Measures, and (iii) with the requirements of all policies of insurance required to be maintained pursuant to this Lease, and shall cause any Subtenant or Transferee to comply with all Laws applicable to such party. The foregoing sentence shall not be deemed to limit City's ability to act in its legislative or regulatory capacity, including the exercise of its police powers.

10.2. Regulatory Approvals

(a) City Approvals. Tenant understands and agrees that City is entering into this Lease in its proprietary capacity as the holder of fee title to the Property and not in its regulatory capacity. Tenant understands that the entry by City into this Lease shall not be deemed to imply that Tenant will be able to obtain any required approvals from agencies that have jurisdiction over the Project or the Premises. By entering into this Lease, City is in no way modifying Tenant's obligations to cause the Premises to be used and occupied in accordance with all Laws applicable to Tenant, Subtenants and Transferees, as provided herein.

(b) Approval of Other Agencies; Conditions. Tenant understands that the Project and Tenant's contemplated uses and activities on the Premises, any subsequent changes in Permitted Uses, and any alterations or Subsequent Construction to the Premises, may require that approvals, authorizations or permits be obtained from governmental agencies with jurisdiction. Tenant shall be solely responsible for obtaining applicable Regulatory Approvals as further provided in this Section. In any instance where City will be required to act as a co-permittee, or where Tenant proposes Subsequent Construction that requires City's approval under Article 13, Tenant shall not apply for any applicable Regulatory Approvals (other than a building permit from the City) without first obtaining the approval of City, which approval will not be unreasonably withheld, conditioned or delayed. Throughout the permit process for any Regulatory Approval, Tenant shall consult and coordinate with City in Tenant's efforts to obtain

such Regulatory Approval, and City shall cooperate reasonably with Tenant in its efforts to obtain such Regulatory Approval, provided that City shall have no obligation to make expenditures or incur expenses other than administrative expenses. However, Tenant shall not agree to the imposition of conditions or restrictions in connection with its efforts to obtain a permit from any regulatory agency other than City, if City is required to be a co-permittee under such permit or the conditions or restrictions could create any obligations on the part of City whether on or off the Property, unless in each instance City has previously approved such conditions in writing in City's sole and absolute discretion. No such approval by City shall limit Tenant's obligation to pay all the costs of complying with such conditions under this Section. Subject to the conditions of this Section, City shall join, where required, in any application by Tenant for a required Regulatory Approval, and in executing such permit, provided that City shall have no obligation to join in any such application or execute the permit if City does not approve the conditions imposed by any regulatory agency under such permit as provided herein. All costs associated with applying for and obtaining any necessary Regulatory Approval shall be borne by Tenant. Tenant shall be responsible for complying, at no cost to City, with any and all conditions imposed by any applicable regulatory agency as part of a Regulatory Approval. With the consent of City (which shall not be unreasonably withheld or delayed), Tenant shall have the right to appeal or contest in any manner permitted by Law any condition imposed upon any such Regulatory Approval. Tenant shall pay and discharge any fines, penalties or corrective actions imposed as a result of the failure of Tenant to comply with the terms and conditions of any Regulatory Approval and City shall have no liability for such fines and penalties. Without limiting the indemnification provisions of Article 18, Tenant shall Indemnify the Indemnified Parties from and against any and all such fines and penalties, together with Attorneys' Fees and Costs, for which City may be liable in connection with Tenant's failure to comply with, or cause its Subtenants or Transferees to comply with, any Regulatory Approval.

(c) Sovereignty. It is Tenant's position that the California Constitution generally exempts the Regents from compliance with local planning, zoning, redevelopment and land use regulations (collectively, "Local Regulations"). Accordingly, in constructing the Research Facility on the Premises, Tenant is not required to obtain any regulatory permits from the City, including building permits. Nothing in this Lease shall be construed, or deemed to be construed, as a waiver by the Regents of its constitutional status, sovereignty or exemptions available to it as a constitutional corporation regarding compliance with Local Regulations or other local Laws as applied to the Premises, all of which are hereby expressly preserved by the Regents and acknowledged by City. Notwithstanding the foregoing, (1) Tenant has agreed to the limitations on permitted uses of the Premises, and the initial construction and subsequent construction provisions as expressly set forth in this Lease (including the City approval rights as set forth in this Lease), and Tenant's agreement to these provisions are valid and binding and do not constitute a waiver of or limitation on Tenant's constitutional status, sovereignty or the exemptions available to Tenant, and (2) Tenant's right to preempt Local Regulations and other local Laws shall not apply to any Transferee or Subtenant, provided any Transferee or Subtenant may rely upon its own preemption, if applicable.

11. REPAIR AND MAINTENANCE

11.1. Covenants to Repair and Maintain the Premises.

(a) Tenant's Duty to Maintain. Throughout the Term of this Lease, Tenant shall maintain and repair the Premises as is, in Tenant's reasonable determination, appropriate to maintain a research facility building in compliance with all applicable Laws and the requirements of this Lease.

(b) Maintenance and Repair. Tenant shall promptly make (or cause others to make) all necessary or appropriate repairs, renewals and replacements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, foreseen or unforeseen, including capital repairs and improvements that are reasonably required to preserve, repair or replace capital

improvements, fixtures or equipment located on or used in connection with the operation of the Premises, except as otherwise provided in Article 15 or Article 16 or Section 36.1. Tenant shall make such repairs to the exterior of the Improvements with materials, apparatus and facilities as originally installed and approved by City under this Lease, or, if not originally subject to City approval or not commercially available, with materials, apparatus and facilities at least equal in quality, design standards and durability to the materials, apparatus and facilities repaired, replaced or maintained. Tenant shall cooperate with City to ensure maintenance and repair data is provided promptly to City's Capital Planning Committee staff for inclusion in the master City property database currently known as Facility Renewal and Replacement Model (FRRM). Notwithstanding anything to the contrary contained herein, if the City or its Agents is responsible for damage to the Improvements, then the City shall be responsible for the repair costs that are not covered by insurance (including self-insurance) carried or required to be carried by Tenant under this Agreement.

(c) No Obligation of City; Waiver of Rights. As between City and Tenant, Tenant shall be solely responsible for the condition, repair, and maintenance of the Premises, including any and all Improvements, from and after the Commencement Date, excluding only such repairs as are necessitated by or from (i) the negligence or willful misconduct of City or its Agents or Invitees, or (ii) the actions of City or its Agents or Invitees acting under any other contract between Tenant and such party (such as a space lease), or (iii) damage for which City is responsible under the provisions of Section 36.1. City shall not, as a result of this Lease, have any obligation to make repairs or replacements of any kind or maintain the Premises or any portion of any of them. Tenant waives the benefit of any existing or future Law that would permit Tenant to make repairs or replacements at City's expense, or abate or reduce any of Tenant's obligations under, or terminate, this Lease, on account of the need for any repairs or replacements. Without limiting the foregoing, Tenant hereby waives any right to make repairs at City's expense as may be provided by Sections 1932(1), 1941 and 1942 of the California Civil Code, as any such provisions may from time to time be amended, replaced or restated. The foregoing waiver is specific to this Lease and shall not act to waive any rights Tenant may have under any other contract between Tenant and City, its Agents or Invitees (such as a space lease in which Tenant is the landlord and City is the tenant).

(d) Notice. Tenant shall deliver to City, promptly after receipt, a copy of any notice that Tenant may receive from time to time: (i) from any governmental authority (other than City) having responsibility for the enforcement of any applicable Laws (including Disabled Access Laws or Hazardous Material Laws), asserting that the Project is in violation of such Laws; or (ii) from the insurance company issuing or responsible for administering one or more of the insurance policies required to be maintained by Tenant under Article 24, asserting that the requirements of such insurance policy or policies are not being met.

11.2. Landscape Maintenance

Tenant shall maintain the exterior landscaping on the Property in good condition. Any replacement landscaping shall be selected in collaboration with the ZSFG gardening staff to maintain a landscaping plan for the Premises that is harmonious with the species of plants and landscaping scheme included in the ZSFG campus landscaping. If the City or its Agents is responsible for damage to the exterior landscaping, then the City shall be responsible for the repair costs.

12. [RESERVED]

13. SUBSEQUENT CONSTRUCTION

13.1. City's Right to Approve Subsequent Construction.

(a) Construction Requiring Approval. Tenant shall have the right, from time to time during the Term, to perform Subsequent Construction in accordance with the provisions of

this Article 13, provided that Tenant shall not do any of the following, without City's prior written approval (which approval may be withheld by City in its sole discretion):

- i. Construct additional buildings or other additional structures, other than to replace or Restore those previously existing, the approval and construction of which shall be governed by a separate instrument entered into with City;
- ii. Increase the bulk or height of any Improvements beyond the bulk or height approved for the Project, which was consistent with the depiction on Exhibit B-1;
- iii. Materially alter the exterior architectural design of any Improvements (other than changes reasonably required to conform to changes in applicable Law);
- iv. Materially increase the load of the Improvements on the Property;
- v. Perform Subsequent Construction involving replacement or reconstruction to the exterior of the Improvements that involves design, colors, or materials not originally approved by City in accordance with the Construction Documents under this Lease (unless materials originally installed are not reasonably available or do not meet current code requirements, and Tenant uses materials of equal quality, durability and design standards to the materials originally installed, as reasonably determined by City).

(b) Notice by Tenant. At least thirty (30) days before commencing any Subsequent Construction that requires City's approval under Section 13.1(a), Tenant shall notify City of such planned Subsequent Construction. City shall have the right to object to any such Subsequent Construction, to the extent that such Subsequent Construction requires City's approval, by providing Tenant with written notice of such objection within thirty (30) days after receipt of such notice from Tenant. If City does not approve or object to the proposed Subsequent Construction within the thirty (30) day period described above, then Tenant may submit a second written notice to City that such objection was not received within the period provided by this Section 13.1(b) and requesting City's response within five (5) business days after Tenant's second notice. If the City fails to object to such planned Subsequent Construction within such five (5) business day period, then Tenant shall proceed with compliance with the procedures for approval and performance of the Subsequent Construction as set forth below.

(c) Permits. Tenant acknowledges that the provisions of this Section are subject to Sections 10.1(a), Section 10.2(c), and 13.7.

13.2. Minor Alterations.

Unless otherwise required under Section 13.1(a), City's approval hereunder shall not be required for (a) the installation, repair or replacement of furnishings, fixtures, or equipment that do not materially affect the structural integrity of the Improvements, or (b) any other Subsequent Construction that does not require a building permit, approval from the Planning Department or other departments of the City (collectively, "Minor Alterations").

13.3. Tenant Improvements.

Except as otherwise specifically provided hereunder, City's approval hereunder shall not be required for the installation of tenant improvements and finishes to prepare portions of the Premises for occupancy or use by Subtenants, provided that the foregoing shall not alter Tenant's obligation to obtain any required Regulatory Approvals.

13.4. Construction Documents in Connection with Subsequent Construction.

(a) Preparation, Review and Approval of Construction Documents. With regard to any Subsequent Construction that requires City's approval under this Article 13, Tenant shall prepare and submit to City, for review and written approval hereunder, reasonably detailed Schematic Drawings, and following City's approval of such Schematic Drawings, Final

Construction Documents that are consistent with the approved Schematic Drawings (collectively, Schematic Drawings and Final Construction Documents are referred to as "Construction Documents"). City may waive the submittal requirement of Schematic Drawings if it determines in its discretion that the scope of the Subsequent Construction does not warrant such initial review. Construction Documents shall be prepared by a qualified architect or structural engineer duly licensed in California. City shall approve or disapprove Construction Documents submitted to it for approval within thirty (30) days after submission. Any disapproval shall state in writing the reasons for disapproval. If City deems the Construction Documents incomplete, City shall notify Tenant of such fact within thirty (30) days after submission and shall indicate which portions of the Construction Documents it deems to be incomplete. If City notifies Tenant that the Construction Documents are incomplete, such notification shall constitute a disapproval of such Construction Documents. If City disapproves Construction Documents, and Tenant revises or supplements, as the case may be, and resubmits such Construction Documents in accordance with the provisions of Section 13.5, City shall review the revised or supplemented Construction Documents to determine whether the revisions satisfy the objections or deficiencies cited in City's previous notice of rejection, and City shall approve or disapprove the revisions to the Construction Documents within fifteen (15) days after resubmission. If City fails to approve, conditionally approve or disapprove the Construction Documents (including Construction Documents that have been revised or supplemented and resubmitted) within the times specified within this Section 13.4, such failure shall not constitute a default under this Lease on the part of City, but such Construction Documents shall be deemed approved, provided that Tenant first submits a second written notice to City that such approval or disapproval was not received within the period provided by this Section 13.4 and requesting City's approval or disapproval within ten (10) days after Tenant's second notice prior written notice that Tenant intends to deem said Construction Documents so approved and City fails to respond within such ten (10) day period, provided that the original request met the requirements of this Section.

(b) Progress Meetings; Coordination. From time to time at the request of either Party during the preparation of the Construction Documents, City and Tenant shall hold regular progress meetings to coordinate the preparation, review and approval of the Construction Documents. City and Tenant shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any Construction Documents to City can receive prompt and speedy consideration.

13.5. City Approval of Construction Documents.

Upon receipt by Tenant of a disapproval of Construction Documents from City related to Subsequent Construction, Tenant (if it still desires to proceed) shall revise such disapproved portions of such Construction Documents in a manner that addresses City's written objections. Tenant shall resubmit such revised portions to City as soon as possible after receipt of the notice of disapproval. City shall approve or disapprove such revised portions in the same manner as provided in Section 13.4 for approval of Construction Documents (and any proposed changes therein) initially submitted to City. If Tenant desires to make any substantial change in the Final Construction Documents after City has approved them, then Tenant shall submit the proposed change to City for its reasonable approval. City shall notify Tenant in writing of its approval or disapproval within fifteen (15) days after submission to City. Any disapproval shall state, in writing, the reasons therefor, and shall be made within such fifteen (15)-day period.

13.6. Construction Schedule.

(a) Performance. Tenant shall prosecute all Subsequent Construction with reasonable diligence, subject to Force Majeure.

(b) Reports and Information. During periods of construction, Tenant shall submit to City written progress reports when and as reasonably requested by City.

13.7. Construction.

(a) Commencement of Construction. Tenant shall not commence any Subsequent Construction until the following conditions have been satisfied or waived by City:

i. City shall have approved the Final Construction Documents (or those aspects of the Final Construction Documents as to which City has an approval right under Section 13.1);

ii. Tenant shall have obtained all permits and other Regulatory Approvals necessary to commence such construction in accordance with Article 10;

iii. Tenant shall have submitted to City in writing its good faith estimate of the anticipated total construction costs of the Subsequent Construction. If such good faith estimate exceeds One Million Dollars (\$1,000,000), Tenant shall also submit evidence reasonably satisfactory to City of Tenant's ability to pay such costs as and when due; provided, however, that the threshold amount set forth in this Section 13.7(iii) shall be increased annually by the same percentage as the increase, if any, in the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984=100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Statistics (the "Index") that is published most immediately preceding the most recent anniversary of the Commencement Date over the Index in effect on the Commencement Date.

(b) Construction Standards. All Subsequent Construction shall be accomplished expeditiously, diligently and in accordance with good construction and engineering practices and Laws applicable to Tenant related to the Subsequent Construction. Tenant shall undertake commercially reasonable measures to minimize damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected by such work. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily used to control deleterious effects associated with construction projects in populated or developed urban areas. In addition, in the case of Subsequent Construction that begins after the Improvements have opened for business to the general public, Tenant shall erect construction barricades substantially enclosing the area of such construction and maintain them until the Subsequent Construction has been substantially completed, to the extent reasonably necessary to minimize the risk of hazardous construction conditions.

(c) Costs of Construction. City shall have no responsibility for costs of any Subsequent Construction. Tenant shall pay (or cause to be paid) all such costs.

(d) Rights of Access. During any period of Subsequent Construction, City and its Agents shall have the right to enter areas in which Subsequent Construction is being performed, on reasonable prior notice during customary construction hours, subject to the rights of Subtenants and to Tenant's right of quiet enjoyment under this Lease, to inspect the progress of the work. The City and its Agents shall conduct their activities in such a way as to minimize interference with operations of Tenant and its Subtenants to the extent reasonably practicable. Nothing in this Lease, however, shall be interpreted to impose an obligation upon City to conduct such inspections or any liability in connection therewith.

(e) Wages and Working Conditions. The provisions of Section 41.2 shall apply to any Subsequent Construction.

(f) Substitute for City's Apprenticeship and Local Hiring Ordinance for Tenant and Close Regents Affiliates. Tenant, as the second largest employer in San Francisco and a critical component of San Francisco's important health and life science sectors, recognizes its ability to provide job training and opportunity to San Francisco residents. Tenant and City have agreed to work together to ensure resident workers are made aware of construction employment opportunities, and are fairly and equitably considered for hire at the time job opportunities

become available in connection with Project and Subsequent Construction by Tenant and Close Regent Affiliates, in the manner described in Exhibit H.

(g) Local Hire for Transferees that are Not Close Regents Affiliates. Any undefined, initially-capitalized term used in this section shall have the meaning given to such term in San Francisco Administrative Code Section 23.62 as may be amended (the "Local Hiring Requirements"). Subsequent Construction performed by any Transferee that is not part of the State of California or a Close Regents Affiliate will be subject to the Local Hiring Requirements unless the work fits within an exemption as set forth in the Local Hiring Requirements. Each such Transferee shall comply with the Local Hiring Requirements to the extent applicable. Before starting any Subsequent Construction, any such Transferee shall contact City's Office of Economic Workforce and Development ("OEWD") to verify if the Local Hiring Requirements apply to the work (i.e., whether the work is a "Covered Project"). If applicable, Tenant shall include, and shall require any such Transferees to include, a requirement to comply with the Local Hiring Requirements in any contract for a Covered Project with specific reference to San Francisco Administrative Code Section 23.62. Each such contract shall name the City and County of San Francisco as a third party beneficiary for the limited purpose of enforcing the Local Hiring Requirements, including the right to file charges and seek penalties. Tenant shall cooperate, and require its Transferees subtenants to cooperate, with the City in any action or proceeding against a contractor or subcontractor that fails to comply with the Local Hiring Requirements when required. A contractor's or subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.62 against the breaching contractor or subcontractor.

13.8. Safety Matters.

Tenant, while performing any Subsequent Construction or maintenance or repair of the Improvements (for purposes of this Section only, "Work"), shall undertake commercially reasonable measures in accordance with good construction practices to minimize the risk of injury or damage to adjoining portions of the Premises and Improvements and the surrounding property, or the risk of injury to members of the public, caused by or resulting from the performance of its Work.

13.9. As-Built Plans and Specifications.

With respect to any Subsequent Construction costing One Hundred Thousand and No/100 Dollars (\$100,000.00) as indexed, or more, for which City's approval was required under Article 13, Tenant shall furnish to City one set of as-built plans and specifications with respect to such Subsequent Construction (reproducible transparencies and CAD files) within one hundred twenty (120) days following completion. If Tenant fails to provide such as-built plans and specifications to City within the time period specified herein, and such failure continues for an additional thirty (30) days following written request from City, City will thereafter have the right to cause an architect or surveyor selected by City to prepare as-built plans and specifications showing such Subsequent Construction, and the reasonable cost of preparing such plans and specifications shall be reimbursed by Tenant to City as Additional Rent. Nothing in this Section shall limit Tenant's obligations, if any, to provide plans and specifications in connection with Subsequent Construction under applicable regulations adopted by City in its regulatory capacity.

14. UTILITY SERVICES

City, in its proprietary capacity as fee owner of the real property comprising the Property and landlord under this Lease, shall not be required to provide any utility services to the Premises or any portion of the Premises. Tenant shall be responsible for contracting with, and obtaining, all necessary utility and other services, as may be necessary and appropriate to the uses to which the Premises are put. The San Francisco Public Utility Commission ("SFPUC") is the provider of electric services to City property, and the SFPUC's Interconnection Services Department coordinates with Pacific Gas and Electric Company and others to implement such

service. Tenant shall contract with SFPUC for electrical service for the Premises, unless SFPUC determines that it is not feasible for SFPUC to provide such service and provided that service shall be provided by SFPUC at then prevailing market rates for comparable types of load. City acknowledges that nothing in this Lease, including, without limitation, any indemnity and any release or waiver of rights (including the right to recover Losses), by Tenant under this Lease is intended to or shall apply to or benefit City in its capacity as a utility provider, and Tenant shall have in any and all respects the same rights and privileges with respect to City in City's capacity as a utility provider as any other user of such utility from City in its capacity as a utility provider. Tenant will pay or cause to be paid as the same become due all deposits, charges, meter installation fees, connection fees and other costs for all public or private utility services at any time rendered to the Premises or any part of the Premises, and will do all other things required for the maintenance and continuance of all such services. Tenant agrees, with respect to any public utility services provided to the Premises by City, that no act or omission of City in its capacity as a provider of public utility services, shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of Tenant and City under this Lease, or entitle Tenant to terminate this Lease or to claim any abatement or diminution of Rent. Further, Tenant covenants not to raise as a defense to its obligations under this Lease, or assert as a counterclaim or cross-claim in any litigation or arbitration between Tenant and City relating to this Lease, any Losses arising from or in connection with City's provision (or failure to provide) public utility services, except to the extent that failure to raise such claim in connection with such litigation would result in a waiver of such claim. The foregoing shall not constitute a waiver by Tenant of any claim it may now or in the future have (or claim to have) against any such public utility provider relating to the provision of (or failure to provide) utilities to the Premises. All utility services and points of connection must be reviewed and accepted by the ZSFG Facilities department. Emergency power for the Research Facilities Building will be self-contained.

15. DAMAGE OR DESTRUCTION

15.1. General; Notice; Waiver.

(a) General. If at any time during the Term any damage or destruction occurs to all or any portion of the Premises, including the Improvements, and including, but not limited to, any Major Damage or Destruction, the rights and obligations of the Parties shall be as set forth in this Section. For purposes hereof, "damage or destruction" shall not include a Release of Hazardous Material at or affecting the Premises to the extent that such release is not covered by insurance carried (or required to be carried) by Tenant.

(b) Notice. If there is any damage to or destruction of the Premises or of the Improvements thereon or any part thereof, (i) that would materially impair use or operation of any material portion of the Improvements for their intended purposes for a period of thirty (30) days or longer, or (ii) exceeds in an individual instance the amount of Fifty Thousand Dollars (\$50,000) or, over the course of one calendar year, an aggregate amount of Two Hundred Fifty Thousand Dollars (\$250,000), Tenant shall promptly, but not more than thirty (30) days after the occurrence of any such damage or destruction, give written notice thereof to City describing with as much specificity as is reasonable the nature and extent of such damage or destruction.

(c) Waiver. The Parties intend that this Lease fully govern all of their rights and obligations in the event of any damage or destruction of the Premises. Accordingly, City and Tenant each hereby waive the provisions of Sections 1932(2) and 1933(4) of the California Civil Code, as such sections may from time to time be amended, replaced, or restated.

15.2. Tenant's Obligation to Restore.

If all or any portion of the Improvements are damaged or destroyed and Tenant does not or may not elect to terminate this Lease under Section 15.3, then Tenant shall, within a reasonable period of time, commence and diligently, subject to Force Majeure, restore the Improvements to the condition they were in immediately before such damage or destruction, to

the extent possible in accordance with then applicable Laws (including, but not limited to, any required code upgrades), without regard to the amount or availability of insurance proceeds. All Restoration performed by Tenant shall be in accordance with the procedures set forth in Article 13 relating to Subsequent Construction and shall be at Tenant's sole expense. Such destruction, in and of itself, shall not terminate this Lease. Notwithstanding anything to the contrary contained herein, if City or its Agents is responsible for the damage or destruction, then City shall be responsible for the restoration costs that are not covered by insurance (including self-insurance) carried or required to be carried by Tenant under this Lease.

15.3. Major Damage and Destruction.

(a) Tenant's Election to Restore or Terminate. If an event of Major Damage or Destruction occurs, or if, a change in Laws has occurred that prohibits the Premises from being rebuilt as a research facility, then Tenant shall provide City with a written notice (the "Casualty Notice") either (i) electing to commence and complete Restoration of the Improvements substantially to the condition they were in immediately before such Major Damage or Destruction to the extent possible in accordance with then applicable Laws (including any required code upgrades); or (ii) electing to terminate this Lease (subject to Section 15.3(b)). Tenant shall provide City with the Casualty Notice no later than the date that is ninety (90) days following the occurrence of such Major Damage or Destruction. If Tenant elects to Restore the Improvements, all of the provisions of Article 13 that are applicable to Subsequent Construction of the Improvements shall apply to such Restoration of the Improvements substantially to the condition they were in prior to such Major Damage or Destruction as if such Restoration were Subsequent Construction.

(b) Conditions to Termination. As a condition precedent to Tenant's right to terminate the Lease upon the occurrence of either of the events set forth in Section 15.3(a) above, Tenant shall do all of the following:

i. In Tenant's Casualty Notice electing to terminate described in Section 15.3(a), Tenant shall provide evidence of the estimated cost of Restoration; and

ii. Upon written instructions from City, Tenant shall, at no cost to the City except as set forth in Section 15.2 (and subject to any right Tenant may have to use the Property Related Insurance proceeds), demolish the Improvements, or such portion thereof as City shall instruct, and return the Premises to City in a clean and reasonably flat graded condition. Such demolition shall be conducted in accordance with the provisions of this Lease relating to Subsequent Construction on the Premises, to the extent applicable); and

iii. Tenant shall pay to City all accrued and unpaid Rent owed by Tenant to City under this Lease up to the effective date of such termination (to the extent such amounts are not paid from insurance proceeds as described in this Section); and

iv. Upon termination, Tenant shall deliver possession of the Premises to City in accordance with Section 33 and quitclaim to City all right, title and interest in the Premises and any remaining Improvements, as described in Section 15.4.

(c) Balance of Insurance Proceeds. The balance of Property Related Insurance proceeds arising out of or in connection with such casualty shall be divided as follows:

i. to Tenant to reimburse Tenant for any reasonable and actual, out-of-pocket third party costs reasonably incurred by Tenant for demolition and removal work undertaken pursuant to the casualty; and

ii. the balance shall be divided between City and Tenant in accordance with the ratio of City's Percentage Interest to Tenant's Percentage Interest.

For purposes of this Lease: (1) "City's Percentage Interest" shall mean the ratio, expressed as a percentage, that the value of City's reversionary interest in the Improvements (with such

reversion to be based on the assumption that the Term would expire on the original scheduled expiration date, excluding the Extended Term) bears to the total then-current value of the Improvements; and (2) "Tenant's Percentage Interest" shall mean the ratio, expressed as a percentage, that the value of Tenant's interest in the Improvements for the remaining unexpired portion of the Term of this Lease (assuming that the Term would expire on the original scheduled expiration date, and not at the expiration of the Extended Term) bears to the total then-current value of the Improvements.

15.4. Effect of Termination.

Provided that no Event of Default (or Unmatured Event of Default) under this Lease that has not been waived in writing by City is then continuing, if Tenant elects to terminate the Lease under Section 15.3(a) above, then, on the date that Tenant shall have fully complied with all other provisions of Section 15.3(b) to the reasonable satisfaction of City, this Lease shall terminate. Upon such termination, except otherwise set forth in this Lease, the Parties shall be released thereby without further obligations to the other Party as of the effective date of such termination; provided, however, that the following provisions shall survive such termination: (i) all indemnification provisions contained in this Lease with respect to matters arising before the effective date of any such termination only, and (ii) any rights of the Parties to receive insurance proceeds in accordance with this Lease. At City's request following any termination, Tenant shall promptly deliver to City a duly executed and acknowledged quitclaim deed with respect to all of Tenant's interests related to this Lease and the Premises suitable for recordation and in form and content satisfactory to City.

15.5. Distribution Upon Lease Termination.

If Tenant is obligated to and fails to Restore the Improvements as provided herein and this Lease is terminated, all insurance proceeds held by City and Tenant or not yet collected, shall be paid to and retained by the party entitled thereto in accordance with this Lease.

15.6. Event of Default.

If an Event of Default (or Unmatured Event of Default) under this Article 15 that has not been waived in writing by City is continuing, City shall receive all Property Related Insurance proceeds to the extent required to satisfy Tenant's obligations under this Article 15.

15.7. Use of Insurance Proceeds.

(a) Restoration. Except in the event of termination of this Lease, all Property Related Insurance proceeds paid to Tenant by reason of damage to or destruction of any Improvements, if any, must be used by Tenant for the repair or rebuilding of such Improvements except as specifically provided to the contrary in this Article 15 or as otherwise approved by the City.

(b) Payment to Trustee. Except as otherwise expressly provided to the contrary in this Article 15, and if Tenant Restores the Improvements, any insurer paying compensation under any Property Related Insurance policy required to be carried hereunder shall pay such proceeds to a trustee (which shall be a bank or trust company, designated by City within thirty (30) days after written request by Tenant, having an office in San Francisco). However, such trustee shall pay to Tenant, from time to time as the work of Restoration shall progress, in amounts designated by certification, by architects licensed to do business in the State, showing the application of such amounts as payment for such Restoration. The trustee shall be required to make such payments upon satisfaction that the amount necessary to provide for Restoration of any buildings and other Improvements destroyed or damaged, which may exceed the amount received upon such policies, has been provided by the insured for such purposes and its application for such purposes is assured.

Payment to Tenant shall not be construed as relieving the Tenant from the necessity of repairing such damage promptly in accordance with the terms of this Lease. Tenant shall pay all

reasonable fees of the trustee, bank or trust company for its services. If any proceeds are held by a trustee pursuant to this Section 15.7(b), the trustee shall hold all insurance proceeds in an interest-bearing, federally insured account, and all interest thereon shall be added to the proceeds. Provided that no Event of Default (or Unmatured Event of Default) that has not been waived by City shall exist on the date of such Restoration, the Improvements shall have been Restored in accordance with the provisions of this Section 15.7(b) and all sums then due under this Lease shall have then been paid in full, and any excess of monies received from insurance remaining with the trustee after the Restoration or repair of the Improvements as required by this Section shall be paid to Tenant.

City's Risk Manager shall waive the requirement that the proceeds of Property Related Insurance be paid to a trustee if Tenant under this Lease is the Regents or a Close Regent Affiliate and Tenant confirms that it will promptly commence and complete the Restoration.

15.8. No Release of Tenant's Obligations.

No damage to or destruction of the Premises or Improvements or any part thereof by fire or any other cause shall permit Tenant to surrender this Lease or relieve Tenant from any obligations, including, but not limited to, the obligation to pay Rent, except as otherwise expressly provided herein. Notwithstanding the foregoing, if there is Major Damage and Destruction caused by the City or its Agents, and Tenant elects to rebuild the Improvements instead of terminating this Lease, then Tenant's Rent obligation shall be reduced, to the extent not covered by insurance (including self-insurance), pro rata based on the portion of the Research Facility Site that remains unusable by Tenant during the reconstruction.

16. CONDEMNATION

16.1. Lease Governs.

In the event of any Taking during the Term, the rights and obligations of the parties with respect to such appropriation and any Net Awards and Payments in connection therewith shall be as provided in this Article.

(a) Net Awards and Payments Defined. The term "Net Awards and Payments" shall mean any awards and other payments or compensation payable to either City or Tenant, as the case may be, in connection with a Taking, less reasonable costs, fees and expenses of either City or Tenant (including, without limitation, reasonable attorneys' fees and costs) incurred in the collection thereof.

(b) Taking Defined. "Taking" shall mean any acquisition or taking of all or any portion of the Premises, including any of the Improvements, or any interest therein or right accruing thereto, pursuant to or in anticipation of the exercise of the power of condemnation or eminent domain, or by reason of the temporary requisition of the use or occupancy of the Premises, including any of the Improvements, or any part thereof, by any governmental or quasi-governmental authority, civil or military, or any other agency empowered by law to take property in the State of California or under the laws of the United States of America under the power of eminent domain. A Taking may occur pursuant to the recording of a final order of condemnation, or by a voluntary sale of all or any part of any property right to any entity having the power of eminent domain (or to a designee of any such entity), provided that the property interest is then under the threat of condemnation or such sale occurs by way of settlement of a condemnation action.

(c) Total Taking Defined. A "Total Taking" shall mean:

- i. a Taking of all of the Premises other than for a temporary purpose;
- or
- ii. at the option of Tenant, a Taking of so much of the Premises or Tenant's leasehold interest therein, as to substantially impair, or to render uneconomical, in

Tenant's sole and absolute discretion, the development and operation of the Improvements on the Premises.

(d) Partial Taking Defined. A "Partial Taking" shall mean a Taking that does not constitute a Total Taking, as defined in Section 16.1(c) above.

(e) Temporary Taking Defined. A "Temporary Taking" shall mean a Taking for temporary use or occupancy.

(f) Request for Separate Awards. If the Improvements or the Land or any part thereof shall be taken or condemned, City and Tenant shall request that awards and other payments on account of a Taking (less costs, fees and expenses incurred by City and Tenant in connection with the collection thereof) shall be divided by the presiding court between loss of value of the fee interest and leasehold interest in the Land and loss of value of the Improvements.

16.2. Total Taking; Termination of Lease; Distribution of Award.

In the event of a Total Taking, this Lease shall terminate effective on the date of surrender of possession of the Premises and/or Improvements, or so much thereof or interest therein as has been taken, to the condemning authority. Tenant shall continue to pay all amounts due hereunder and, in all respects, keep, observe and perform all of the terms, covenants, agreements and conditions of this Lease to be kept, observed and performed by Tenant until the date of such termination. Notwithstanding the foregoing, Tenant hereby acknowledges and agrees that all Rents are fully earned and received by City on the date paid and there shall be no refund, apportioning or reimbursement of any Rent or other sums paid to City pursuant to this Lease prior to the date of any such Total Taking. Tenant and City shall each be entitled to prosecute claims in such condemnation proceeding for the value of its respective interest in the Premises and/or Improvements, or portion thereof, being so Taken. The Net Awards and Payments attributable to the Improvements shall be first paid to Tenant until Tenant has received an amount equal to the Amortized Remaining Value of Improvements and related financing costs, and thereafter the remaining amount of the Net Awards and Payments shall be divided *pari passu* between City and Tenant based upon the value of their respective interests. The values of City's and Tenant's respective interests shall be established by the court of law that establishes the Award. As used herein, the term "Amortized Remaining Value of Improvements" shall mean the product of (i) an amount equal to Tenant's total actual costs incurred in the construction of the Research Facility Building and the ZSFG Campus Improvements and any other Improvements then located upon the Premises, multiplied by (ii) a fraction, the numerator of which is the number of years remaining in the useful life of such Improvements (amortization to be separated between: (a) physical structure and other improvements and (b) fixed equipment and shall exclude removable FF&E, and the denominator of which is the useful life of such Improvements, separated between: (a) physical structure and other improvements and (b) fixed equipment and shall exclude removable FF&E; provided that, if the remaining Term of the Lease measured at the time of completion of construction of any such Improvements is less than the computed useful life of the Improvements, then the remaining Term of the Lease measured at the time of completion of construction of such Improvements shall constitute the "useful life" of such Improvements for purposes of computing the numerator in the fraction in this item (ii). If such Taking has resulted in any damage to or destruction of the Improvements that could cause an immediate threat to public safety, Tenant shall cause the Improvements to be repaired to the extent required to alleviate such condition ("Safety Restoration Work").

16.3. Partial Taking; Effect; Restoration; Distribution of Award.

In the event of a Partial Taking, this Lease shall remain in full force and effect with respect to that portion of the Premises not so taken. Tenant shall promptly commence and proceed with due diligence to effect Restoration of the Improvements on the remaining portion of the Premises as nearly as practicable to their condition and character immediately prior to such Taking. Any Award for the Improvements in the event of a Partial Taking shall be paid to

Tenant. Any remaining amount of the Net Awards and Payments shall be divided *pari passu* between City and Tenant based upon the value of their respective interests in the portion of the Premises so Taken (taking into account, to the extent applicable, the Administrative Cost Offset Rent Credit attributable to the space Taken). The values of City's and Tenant's respective interests in the Premises shall be established by the court of law that establishes the Award. Notwithstanding anything to the contrary set forth above, prior to any allocation of the Net Awards and Payments, both Tenant and City shall each be entitled to receive its respective reasonable costs, fees and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred in the collection of any awards and other payments or compensation arising from such Taking.

16.4. Temporary Taking; Effect; Distribution of Award.

In the event of a Temporary Taking, this Lease shall remain in full force and effect. Tenant shall be entitled to claim, recover and retain any Net Awards and Payments made on account of such Temporary Taking; provided, however, that (i) if the period of such Temporary Taking extends beyond the Term or extended Term if the option has been exercised and such Temporary Taking involves all of the Premises or, at the option of Tenant, a Taking of so much of the Premises as to substantially impair, or to render uneconomical, in Tenant's reasonable judgment, the development and/or operation of the Improvements, then the Temporary Taking shall be treated as a Total Taking, this Lease shall terminate, the Net Awards and Payments shall be disbursed according to Section 16.2, and from and after the date of such Taking, Tenant shall have no further right, title or interest in the Premises; and (ii) if the period of such Temporary Taking extends beyond the Term or extended Term as the case may be, but such Temporary Taking does not fall within the provisions of preceding item (i), then the Temporary Taking shall be treated as a Partial Taking, this Lease shall terminate with respect to the portion of the Premises that is the subject of such Taking, the Net Awards and Payments shall be disbursed according to Section 16.3, Tenant shall complete the Restoration of the Improvements as required hereunder, and from and after the date of such Taking, Tenant shall have no further right, title or interest in the portion of the Premises that is the subject of such Temporary Taking.

16.5. Notice.

Upon any party receiving notice of or becoming aware of any condemnation proceedings, or threat thereof, such party shall promptly give written notice to the other party in the manner specified in this Lease.

16.6. Landlord as Condemning Authority; Condemning Authority Acting Consistent with Agreement with Landlord or Party That Has Executed an Agreement with Landlord to Use the Premises Following Such Condemnation.

Notwithstanding the foregoing, including without limitation Section 16.2 above, if there is a Total Taking by Landlord, then the Award payable by Landlord to Tenant shall be the greater of the Net Awards and Payments attributable to the Improvements, calculated in accordance with the Eminent Domain Law of State of California, California Code of Civil Procedure Section 1230.010 *et seq.*, as it may be amended, replaced or restated, or the Fair Market Purchase Price for the Improvements calculated pursuant to the provisions of Article 39 below. Further notwithstanding the foregoing, including without limitation Section 16.2 above, if there is a Total Taking (1) by any other local, State or Federal authority that has entered into an agreement with Landlord providing for the transfer of control of Tenant's interests in the condemned property (i) to Landlord or (ii) for the benefit of Landlord in whole or in part, or (2) by any public entity acting pursuant to any existing agreement with any party providing for the transfer of control of Tenant's interests in the condemned property following such condemnation to any private party or public entity that would operate any activity upon the condemned Premises pursuant to an existing agreement with Landlord that provides that such activity will be conducted on the condemned Premises, then Landlord shall pay to Tenant the

shortfall, if any, between the Fair Market Purchase Price, computed pursuant to Article 39 below, and the Net Awards and Payments payable by the condemnor to Tenant.

16.7. No Obligation to Provide Exchange Space During Taking.

Tenant acknowledges that notwithstanding any provision of the Affiliation Agreement to the contrary City shall have no obligation to provide Exchange Space to the extent Tenant has been compensated for the value of such Exchange Space on account of a Taking.

17. LIENS

17.1. Liens.

Tenant shall not create or permit the attachment of, and shall promptly following notice, discharge at no cost to City (unless caused by City, its Agents or its Invitees), any lien, security interest, or encumbrance on the Premises or Tenant's leasehold estate, other than the following (collectively, the "Permitted Title Exceptions"): (i) this Lease, other permitted Subleases and any exceptions to title existing as of the Effective Date and not caused or suffered to arise by Tenant or Tenant's use and occupancy of the Premises, (ii) liens for non-delinquent real property taxes and assessments (excluding any such taxes and assessments that may be separately assessed against the interests of Subtenants), and (iii) liens of mechanics, material suppliers or vendors, or rights thereto, for sums that under the terms of the related contracts are not at the time due or that are being contested as permitted by Article 17. The provisions of this Section do not apply to liens created by Tenant on its Personal Property.

17.2. Mechanics' Liens.

Nothing in this Lease shall be deemed or construed in any way as constituting the request of City, express or implied, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises or the Improvements, or any part thereof. Tenant agrees that at all times when the same may be necessary or desirable, Tenant shall take such action as may be required by City or under any Law in existence or hereafter enacted that will prevent the enforcement of any mechanics' or similar liens against the Premises, Tenant's leasehold interest, or City's fee interest in the Premises for or on account of labor, services or materials furnished to Tenant, or furnished at Tenant's request. Tenant shall provide such advance written notice of any Subsequent Construction such as shall allow City from time to time to post a notice of non-responsibility on the Premises. If Tenant does not, within sixty (60) days following the imposition of any such lien, cause the same to be released of record or bonded over, it shall be a material default under this Lease, and City shall have, in addition to all other remedies provided by this Lease or by Law, the right but not the obligation to cause the same to be released by such means as it shall deem proper, including without limitation, payment of the claim giving rise to such lien. All sums paid by City for such purpose and all reasonable expenses incurred by City in connection therewith shall be payable to City by Tenant within thirty (30) days following written demand by City. City shall include reasonable supporting documentation with any such demand.

18. INDEMNIFICATION

18.1. Indemnification by Tenant.

Except to the extent caused by the intentional wrongful acts or negligence of City or any of its Agents (collectively, the "City Indemnified Parties"), Tenant agrees to and shall Indemnify the City Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any such City Indemnified Party, the Premises or City's interest therein, arising in connection with Tenant's use or operation of the Premises, including without limitation, the occurrence or existence of any of the following: (i) any accident, injury to or death of persons or loss of or damage to property occurring on the Premises or any part thereof; (ii) any accident, injury to or death of persons or loss of or damage to property occurring on the Utility Easement

Area or Access License Area, to the extent caused directly or indirectly by Tenant or any of Tenant's Agents or Invitees; (iii) any latent, design, construction or structural defect relating to the Project and any Subsequent Improvements constructed by or on behalf of Tenant or Tenant's Invitees, and any other matters relating to the condition of the Premises caused by Tenant or any of its Agents or Invitees; (iv) any failure on the part of Tenant or its Agents or Invitees, as applicable, to perform or comply with any of the terms of this Lease (including any Mitigation Measures that are the responsibility of Tenant under this Lease) or any failure on the part of Tenant to comply with any terms of the LDDA with respect to construction of the Project; or (v) resulting from or arising, directly or indirectly out of the negligence or willful misconduct of Tenant, its contractors, subcontractors, or their officers, agents or employees in connection with maintenance or repair of any equipment, facilities, or structures constituting the Sidewalk Improvements, as defined in Article 37 below. Notwithstanding the foregoing, however, Tenant shall not be required to Indemnify the City Indemnified Parties in the event that any indemnification required hereunder is held to be void or otherwise unenforceable under any applicable Laws or against Losses to the extent caused by the negligence or willful misconduct of City, its Agents, its Invitees or a City Indemnified Party(ies) being so indemnified. If any action, suit or proceeding is brought against any Indemnified Party by reason of any occurrence for which Tenant is obliged to Indemnify such City Indemnified Party, such City Indemnified Party will notify Tenant of such action, suit or proceeding. Tenant may, and upon the request of such City Indemnified Party will, at Tenant's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by Tenant and reasonably approved by such City Indemnified Party in writing.

18.2. Indemnification by City.

Except to the extent caused by the intentional wrongful acts or negligence of Tenant or any of its Agents (collectively, the "Tenant Indemnified Parties"), City agrees to and shall Indemnify the Tenant Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any such Tenant Indemnified Party, the Premises or Tenant's interest therein, arising in connection with City's use of the Premises, including without limitation, the occurrence or existence of any of the following: (i) any accident, injury to or death of persons or loss of or damage to property occurring on the Premises or any part thereof arising in connection use of the Premises by City or its Agents; (ii) any accident, injury to or death of persons or loss of or damage to property occurring on the Utility Easement Area or Access License Area, which is caused directly or indirectly by City or any of City's Agents or Invitees; (iii) any latent, design, construction or structural defect relating any Subsequent Improvements constructed by or on behalf of City, if any, and any other matters relating to the condition of the Premises caused by City or any of its Agents or Invitees; or (iv) any failure on the part of City or its Agents or Invitees, as applicable, to perform or comply with any of the terms of this Lease (including any Mitigation Measures that are the responsibility of City under this Lease) or any failure on the part of City to comply with any terms of the LDDA with respect to construction of the Project. Notwithstanding the foregoing, however, City shall not be required to Indemnify the Tenant Indemnified Parties in the event that any indemnification required hereunder is held to be void or otherwise unenforceable under any applicable Laws or against Losses to the extent caused by the negligence or willful misconduct of Tenant, its Agents, its Invitees or any Tenant Indemnified Party(ies) being so indemnified. If any action, suit or proceeding is brought against any Tenant Indemnified Party by reason of any occurrence for which City is obliged to Indemnify such Tenant Indemnified Party, such Tenant Indemnified Party will notify City of such action, suit or proceeding. City may, and upon the request of such Tenant Indemnified Party will, at City's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by City and reasonably approved by such Tenant Indemnified Party in writing. In the event of a Transfer to a Transferee other than Close Regents Affiliate, this Section 18.2 and Section 18.4 below shall terminate with respect to such Transferee and its Agents and their respective successors and

assigns only, and City shall have no indemnification obligations to such Transferee or its Agents or their respective successors and assigns.

18.3. Tenant's Immediate Obligation to Defend.

Tenant specifically acknowledges that it has an immediate and independent obligation to defend the Indemnified Parties from any claim that is actually or potentially within the scope of the indemnity provision of Section 18.1 or any other indemnity provision under this Lease, even if such allegation is or may be groundless, fraudulent or false, and such obligation arises at the time such claim is tendered to Tenant by an Indemnified Party and continues at all times thereafter. In the event that it is determined conclusively by a court of law with jurisdiction (and all possible periods for appeal have expired) that no Indemnified Party is entitled to the indemnification provided in Section 18.1 above, and provided that the provision of the defense of such Indemnified Party is not provided by any policy of insurance that Tenant is required to carry under the terms of this Lease (or would not have been provided but for Tenant's default in its obligations to maintain such insurance), then Tenant may offset from the next installments of Base Rent the reasonable and actual out-of-pocket expenses incurred by Tenant in connection with the defense of the Indemnified Party following Tenant's notification of such amounts owed, which notification shall be accompanied by detailed paid statements supporting such amounts.

18.4. City's Immediate Obligation to Defend.

City specifically acknowledges that it has an immediate and independent obligation to defend the Tenant Indemnified Parties from any claim which is actually or potentially within the scope of the indemnity provision of Section 18.2 or any other indemnity provision under this Lease, even if such allegation is or may be groundless, fraudulent or false, and such obligation arises at the time such claim is tendered to City by a Tenant Indemnified Party and continues at all times thereafter. In the event that it is determined conclusively by a court of law with jurisdiction (and all possible periods for appeal have expired) that no Tenant Indemnified Party is entitled to the indemnification provided in Section 18.2 above, and provided that the provision of the defense of such Tenant Indemnified Party is not provided by any policy of insurance that City is required to carry under the terms of this Lease, if any (or would not have been provided but for City's default in its obligations to maintain such insurance), then Tenant shall be required to pay the reasonable and actual out-of-pocket expenses incurred by City in connection with the defense of the Tenant Indemnified Party following Tenant's notification of such amounts owed, which notification shall be accompanied by detailed paid statements supporting such amounts.

18.5. Not Limited by Insurance.

None of the other provisions of this Lease shall limit the indemnification obligations under Section 18.1 or Section 18.2 or any other indemnification provision of this Lease.

18.6. Survival.

Tenant's and City's indemnity obligations under this Lease shall survive the expiration or sooner termination of this Lease.

18.7. Other Obligations.

The agreement to Indemnify set forth in this Article 18 and elsewhere in this Lease is in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities that Tenant may have to City under this Lease.

18.8. Defense.

(a) With respect to matters covered by Tenant's indemnifications in this Lease, Tenant shall, at its option but subject to the reasonable consent and approval of City, be entitled to control the defense, compromise, or settlement of any such matter through counsel of Tenant's own choice; provided, however, in all cases City shall be entitled to participate in such defense, compromise, or settlement at its own expense. If Tenant shall fail, however, in City's reasonable

judgment, within a reasonable time following notice from City alleging such failure, to take reasonable and appropriate action to defend, compromise, or settle such suit or claim, City shall have the right promptly to use the City Attorney or hire outside counsel, at Tenant's sole expense, to carry out such defense, compromise, or settlement, which expense shall be due and payable to City twenty (20) business days after receipt by Tenant of an invoice therefor.

(b) With respect to matters covered by City's indemnifications in this Lease, City shall, at its option but subject to the reasonable consent and approval of Tenant, be entitled to control the defense, compromise, or settlement of any such matter through counsel of City's own choice; provided, however, in all cases Tenant shall be entitled to participate in such defense, compromise, or settlement at its own expense. If City shall fail, however, in Tenant's reasonable judgment, within a reasonable time following notice from Tenant alleging such failure, to take reasonable and appropriate action to defend, compromise, or settle such suit or claim, Tenant shall have the right promptly to use the Tenant's internal counsel or hire outside counsel, at City's sole expense, to carry out such defense, compromise, or settlement, which expense shall be due and payable to Tenant twenty (20) business days after receipt by City of an invoice therefor.

18.9. Release of Claims Against City; Exceptions to Release.

Tenant, as a material part of the consideration of this Lease, hereby waives and releases any and all claims against the City and any and all Indemnified Parties from any Losses, including damages to goods, wares, goodwill, merchandise, equipment or business opportunities and by persons in, upon or about the Premises arising from the City's or any Indemnified Party's valid exercise of any of their rights or obligations in connection with this Lease, to the extent such party was acting solely in the capacity of Landlord under this Lease, and except to the extent of the indemnification by City under Section 18.2.

19. INSURANCE

19.1. Property and Liability Coverage.

(a) Required Types and Amounts of Insurance. Tenant shall, at no cost to City, obtain, maintain and cause to be in effect at all times from the Commencement Date to the later of (i) the last day of the Term, or (ii) the last day Tenant (A) is in possession of the Premises or (B) has the right of possession of the Premises (except as otherwise specified in this Section 19.1(a)), the following types and amounts of insurance:

i. Builders Risk Insurance. At all times prior to completion of the Project, and during any period of Subsequent Construction, Tenant shall maintain, on a form reasonably approved by City, builders' risk insurance in the amount of 100% of the completed value of all new construction, insuring all new construction with no coinsurance penalty provision, including all materials and equipment incorporated into the Improvements, and in transit or storage off-site, against hazards including earthquake (subject to the provisions of Section 19.1(b)(iii)), water damage (including, if appropriate and if available at commercially reasonable rates, groundwater damage and water damage resulting from backed up sewers and drains) and flood insurance (subject to the provisions of Section 19.1(b)(iv)), the Builder's Risk policy shall identify the City as the sole payee, with any deductible not to exceed Ten Thousand Dollars (\$10,000) or such higher amount as may be reasonably agreed to by City's Risk Manager following consultation with Tenant's Risk Manager (except as to earthquake insurance and flood insurance); provided, however, that as to both earthquake insurance and flood insurance separate sublimits of the insurance required under this Section 19.1(a)(i) and the insurance required under Section 19.1(a)(vii) may be required in order to comply with the requirements of Section 19.1(b)(iii) and Section 19.1(b)(iv).

ii. Property Insurance; Earthquake and Flood Insurance. Tenant shall maintain property insurance policies with coverage at least as broad as Insurance Services Office ("ISO") form CP 10 30 06 07 ("Causes of Loss - Special Form"), including earthquake,

subject to the provisions of Section 19.1(b)(iii), and flood, subject to the provisions of Section 19.1(b)(iv), in an amount not less than 100% of the then-current full replacement cost of the Improvements and other property being insured pursuant thereto (including building code upgrade coverage) with any deductible not to exceed Ten Thousand Dollars (\$10,000) or such higher amount as may be reasonably agreed to by City's Risk Manager following consultation with Tenant's Risk Manager (except as to earthquake insurance and flood insurance); provided, however, that as to both earthquake insurance and flood insurance separate sublimits of the insurance required under this Section 19.1(a)(ii) and the insurance required under Section 19.1(a)(vii) may be required in order to comply with the requirements of Section 19.1(b)(iii) and Section 19.1(b)(iv). In addition to the foregoing, Tenant shall insure its Personal Property in such amounts as Tenant deems reasonably appropriate and City shall have no interest in the proceeds of such Personal Property insurance.

iii. Commercial General Liability Insurance. Tenant shall maintain "Commercial General Liability" insurance policies with coverage at least as broad as ISO form CG 00 01 12 07, insuring against claims for bodily injury (including death), property damage, personal injury, advertising liability, contractual liability and products and completed operations, occurring upon the Premises (including the Improvements), and operations incidental or necessary thereto, such insurance to afford protection in the following amounts: (A) during construction in an amount not less than Five Million Dollars (\$5,000,000) each occurrence covering bodily injury and broad form property damage including contractual liability (which includes coverage of the indemnity in Section 18.1 and any other indemnity of City by Tenant) independent contractors, explosion, collapse, underground (XCU), and products and completed operations coverage, with an umbrella policy of Ten Million Dollars (\$10,000,000); (B) from and after Completion in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate, with an umbrella policy of Two Million Dollars (\$2,000,000) (the "Umbrella Policy"); (C) if Tenant has (or is required under Laws to have) a liquor license and is selling or distributing alcoholic beverages on the premises, or is selling or distributing food products on the Premises, then from and after Completion, liquor liability coverage with limits not less than One Million Dollars (\$1,000,000) each occurrence, with excess coverage provided by the Umbrella Policy, and food products liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, with excess coverage provided by the Umbrella Policy, as applicable, and (D) Tenant shall require any Subtenant who has (or is required under Laws to have) a liquor license and who is selling or distributing alcoholic beverages and food products on the Premises, to maintain coverage in amounts at least comparable to Tenant's base policies.

iv. Workers' Compensation Insurance. During any period in which Tenant has employees as defined in the California Labor Code, Tenant shall maintain policies of workers' compensation insurance, including employer's liability coverage with limits not less than the greater of those limits required under applicable Law, and One Million Dollars (\$1,000,000) each accident (except that such insurance in excess of One Million Dollars (\$1,000,000) each accident may be covered by a so-called "umbrella" or "excess coverage" policy, covering all persons employed by Tenant in connection with the use, operation and maintenance of the Premises and the Improvements.

v. Boiler and Machinery Insurance. Tenant shall maintain boiler and machinery insurance covering damage to or loss or destruction of machinery and equipment located on the Premises or in the Improvements that is used by Tenant for heating, ventilating, air-conditioning, power generation and similar purposes, in an amount not less than one hundred percent (100%) of the actual replacement value of such machinery and equipment.

vi. Business Automobile Insurance. Tenant shall maintain policies of business automobile liability insurance covering all owned, non-owned or hired motor vehicles to be used in connection with Tenant's use and occupancy of the Premises, affording protection for bodily injury (including death) and property damage in the form of Combined Single Limit

Bodily Injury and Property Damage policy with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

vii. Business Interruption Insurance. Tenant shall maintain business interruption insurance for loss caused by any of the perils or hazards set forth in and required to be insured pursuant to the Property Related Insurance provisions, with a coverage period of not less than twelve (12) months, and with an annual limit of not less than Five Million Dollars (\$5,000,000).

viii. Environmental Liability Insurance. During the course of any Hazardous Material Remediation activities, Tenant shall maintain, or cause its contractor or consultant to maintain, environmental pollution or contamination liability insurance, on an occurrence form, with limits of not less than Two Million Dollars (\$2,000,000) each occurrence combined single liability for Bodily Injury, Property Damage and clean-up costs, with the prior written approval of City (such approval not to be unreasonably withheld, conditioned or delayed).

ix. Professional Liability. Tenant shall maintain or require to be maintained, professional liability (errors or omissions) insurance, with limits not less than One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) in the aggregate, with respect to all professional services, including, without limitation, architectural, engineering, geotechnical, and environmental, reasonably necessary or incidental to Tenant's activities under this Lease, with any deductible not to exceed Ten Thousand Dollars (\$10,000) or such higher amount as may be reasonably agreed to by City's Risk Manager following consultation with Tenant's Risk Manager for each claim during any period for which such professional services are engaged and for five (5) years following the completion of any such professional services.

x. Other Insurance. Tenant shall obtain such other insurance as is reasonably requested by City's Risk Manager and is customary for a first class medical research facility in San Francisco.

(b) General Requirements. All insurance required under this Lease:

i. Shall be carried under a valid and enforceable policy or policies issued by insurers of recognized responsibility that are rated Best A-:VIII or better (or a comparable successor rating) and legally authorized to sell such insurance within the State of California;

ii. As to property and boiler and machinery insurance shall name City as loss payee as its interest may appear, and as to both property and liability insurance, shall name as additional insureds the following: "THE CITY AND COUNTY OF SAN FRANCISCO AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS." Tenant shall cause such additional insured endorsements to be issued on Form CG2010(1185).

iii. As to earthquake insurance only:

(1) during the Term of this Lease; unless City reasonably agrees with Tenant that earthquake insurance is not generally commercially available at commercially reasonable rates, such insurance shall be in an amount at least equal to the lesser of (i) the maximum amount as is available at commercially reasonable rates from recognized carriers (with a deductible of up to but not to exceed five percent (5%) of the then-current, full replacement cost of the Improvements or other property being insured pursuant thereto (including building code upgrade coverage and the cost of any foundations, excavations and footings and without any deduction being made for depreciation), except that a greater deductible will be permitted to the extent that such coverage is not available from recognized insurance carriers or at commercially reasonable rates or to the extent City's Risk Manager reasonably agrees to a higher deductible following consultation with Tenant's Risk Manager, and (ii) one hundred percent

(100%) of the maximum probable loss that would be sustained by the Premises (based on the full value of the Improvements) as a result of the occurrence of an earthquake measuring 8.3 on the Richter scale (which maximum probable loss shall be determined not less frequently than every five (5) years by a consultant chosen and paid for by Tenant who is reasonably satisfactory to City), with a deductible of up to but not to exceed five percent (5%) of the then-current, full replacement cost of the Improvements or other property being insured pursuant thereto (including building code upgrade coverage and the cost of any foundations, excavations and footings and without any deduction being made for depreciation);

(2) rates for all earthquake insurance required under this Lease shall be deemed to be commercially reasonable in the event that they are less than or equal to one third of one percent (.33%) of the then-current full replacement cost of the Improvements;

iv. As to flood insurance only, unless City reasonably agrees with Tenant in writing that flood insurance is not generally available at commercially reasonable rates:

(1) during construction of the Project or any other Improvement, such insurance shall be in an amount at least equal to the maximum amount as is available at commercially reasonable rates from recognized insurance carriers (with a deductible up to, but not to exceed fifteen percent (15%) of the then-current, full replacement cost of the Improvements or other property being insured pursuant thereto (including building code upgrade coverage and the cost of any foundations, excavations and footings and without any deduction being made for depreciation) except that a greater deductible will be permitted to the extent that such coverage is not available from recognized insurance carriers or at commercially reasonable rates or if otherwise reasonably agreed to by City's Risk Manager following consultation with Tenant's Risk Manager);

(2) from and after completion of the Project, such insurance shall be in an amount at least equal to the amount available at commercially reasonable rates from recognized insurance carriers, with a deductible of up to but not to exceed an amount that is necessary to make such flood insurance available at commercially reasonable rates, or such higher amount as may be reasonably agreed to by City's Risk Manager following consultation with Tenant's Risk Manager.

(3) rates for all flood insurance required under this Lease shall be deemed to be commercially reasonable in the event that they are less than or equal to one tenth of one percent (.1%) of the then-current full replacement cost of the Improvements;

v. Shall be evaluated by City and Tenant for adequacy not less frequently than every five (5) years. Following consultation with Tenant, City may, upon not less than ninety (90) days prior written notice, require Tenant to increase the insurance limits for all or any of its general liability policies if in the reasonable judgment of the City's Risk Manager it is the general commercial practice in San Francisco or in other cities or counties around the country to carry insurance for facilities similar to the Premises in amounts substantially greater than the amounts carried by Tenant with respect to risks comparable to those associated with use of the Premises. If the City's Risk Manager determines that insurance limits required under this Section may be decreased in light of such commercial practice and the risks associated with use of the Premises, City shall notify Tenant of such determination, and Tenant shall have the right to decrease the insurance coverage required under this Lease accordingly. In any such event, Tenant shall promptly deliver to City a certificate evidencing such new insurance amounts and meeting all other requirements under this Lease with respect thereto.

vi. [Intentionally omitted.]

vii. As to Commercial General Liability only, shall provide that it constitutes primary insurance to any other insurance available to additional insureds specified

hereunder, with respect to claims insured by such policy, and that insurance applies separately to each insured against whom claim is made or suit is brought;

viii. Shall provide for waivers of any right of subrogation that the insurer of such Party may acquire against each Party hereto with respect to any losses and damages that are of the type covered under the policies required by Sections 19.1(a)(i), (ii) and (v);

ix. Shall be subject to the approval of City, which approval shall be limited to whether or not such insurance meets the terms of this Lease; and

x. Except for professional liability insurance, which shall be maintained in accordance with Section 19.1(a)(ix), if any of the insurance required hereunder is provided under a claims-made form of policy, Tenant shall maintain such coverage continuously throughout the Term, and following the expiration or termination of the Term, Tenant shall maintain, without lapse for a period of two (2) years beyond the expiration or termination of this Lease, coverage with respect to occurrences during the Term that give rise to claims made after expiration or termination of this Lease.

xi. Shall for Property Related Insurance only, provide that all losses payable under all such policies that are payable to City shall be payable notwithstanding any act or negligence of Tenant.

(c) Certificates of Insurance; Right of City to Maintain Insurance. Tenant shall furnish City certificates with respect to the policies required under this Section, together with (if City so requests) copies of each such policy within thirty (30) days after the Commencement Date and, with respect to renewal policies, at least thirty (30) business days prior to the expiration date of each such policy. Tenant shall provide City with thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to the City. If at any time Tenant fails to maintain the insurance required pursuant to Section 19.1, or fails to deliver certificates or policies as required pursuant to this Section, then, upon five (5) business days' written notice to Tenant, City may obtain and cause to be maintained in effect such insurance by taking out policies with companies satisfactory to City. Within ten (10) business days following demand, Tenant shall reimburse City for all amounts so paid by City, together with all costs and expenses in connection reasonably incurred by City therewith and interest thereon at the Default Rate.

(d) Insurance of Others. Tenant shall require that liability insurance policies that Tenant requires to be maintained by Subtenants, contractors, subcontractors or others in connection with their use or occupancy of, or their activities on, the Premises, include Tenant and City (using the wording described in Section 19.1(b)(ii)) as additional insureds, as their respective interests may appear.

(e) Self-Insurance. Tenant may, at Tenant's election, meet any and all of the insurance requirements of this Section 19.1 through its self-insurance program. Such program of self-insurance shall provide City with the same rights and privileges to which City is otherwise entitled under the terms of this Lease when there is a third-party insurer. At City's written request, Tenant shall provide to City's Risk Manager such information as is reasonably necessary to permit a review and analysis of Tenant's self-insurance program, and, with respect to Workers' Compensation coverage, shall provide evidence of consent to self-insure from the State of California Division of Industrial Relations. If, as a supplement to Tenant's self-insurance program, Tenant obtains an insurance policy or policies from an insurance company, the provisions of this Section 19.1 shall apply in full to such insurance policy or policies, and if Tenant ceases to self-insure Tenant shall give notice thereof to City and shall immediately comply with the provisions of this Section 19.1 relating to the policy of insurance required. This right to self-insure are personal to The Regents of the University of California and shall not inure to the benefit of any other successor, assign or subtenant of Tenant other than the State of California,

including, without limitation, any other subtenant or assignee, and any such party shall have the right to self-insure only if and to the extent such right is approved in writing by City's Risk Manager, in his or her sole discretion.

19.2. City Entitled to Participate.

With respect to Property Related Insurance, City shall be entitled to participate in and consent to any settlement, compromise or agreement with respect to any claim for any loss in excess of Five Million Dollars (\$5,000,000) covered by the insurance required to be carried hereunder; provided, however, that City's consent shall not be unreasonably withheld, conditioned or delayed.

19.3. Release and Waiver.

Notwithstanding anything in this Lease to the contrary, each Party hereby waives all rights of recovery and causes of action, and releases each other Party (and its Agents and Invitees) from any liability, losses and damages occasioned to the property of each such Party, which losses and damages are of the type covered under the property policies required by Sections 19.1(a)(i), (ii) or (v) to the extent that such loss is reimbursed by an insurer (or would have been reimbursed by an insurer if Tenant had obtained the required insurance, either through a third party company or through Tenant's self-insurance program).

20. HAZARDOUS MATERIAL

20.1. Hazardous Material Compliance.

(a) Tenant's Right to Terminate on Account of Excess Clean Up Costs. During the term of the LDDA, Tenant shall have the option to terminate this Lease and the LDDA and any related agreement between Tenant and City for the Project in accordance section 3.4 of the LDDA.

(b) Compliance with Hazardous Materials Laws. Tenant shall comply and cause (i) all persons or entities under any Sublease, (ii) all Invitees or other persons or entities entering upon the Premises, and (iii) the Premises and the Improvements, to comply with all applicable Hazardous Material Laws and prudent business practices, including, without limitation, any deed restrictions, deed notices, soils management plans or certification reports required in connection with the approvals of any regulatory agencies in connection with the Project. Without limiting the generality of the foregoing, Tenant covenants and agrees that it will not Handle, nor will it permit the Handling of Hazardous Material on or under the Premises, nor will it transport or permit the transport of Hazardous Material to or from the Premises, except in compliance with all applicable Laws.

(c) Notice. Except for Hazardous Material permitted by Section 20.1(b), Tenant shall advise City in writing promptly (but in any event within five (5) business days) upon learning or receiving notice of (i) the presence of any Hazardous Material on or under the Premises, (ii) any action taken by Tenant in response to any (A) Hazardous Material on or under the Premises or (B) Hazardous Material Claims, and (iii) Tenant's discovery of the presence of Hazardous Material on or under the Premises. Tenant shall inform City orally as soon as possible of any emergency or non-emergency regarding a Release or discovery of Hazardous Material. In addition, Tenant shall provide City with copies of all communications with federal, state and local governments or agencies relating to Hazardous Material Laws (other than privileged communications, provided, however, such non-disclosure of such privileged communication shall not limit or impair Tenant's obligation to otherwise comply with each of the terms and provisions of this Article 20) and all communication with any person or entity relating to Hazardous Material Claims (other than privileged communications; provided, however, such non-disclosure of such privileged communication shall not limit or impair Tenant's obligation to otherwise comply with each of the terms and provisions of this Lease, including, without limitation, this Article 20).

(d) City's Approval of Remediation. Except as required by Law or to respond to an emergency, Tenant shall not take any Remediation in response to the presence, Handling, transportation or Release of any Hazardous Material on or under the Premises unless Tenant shall have first submitted to City for City's approval, which approval shall not be unreasonably withheld, conditioned or delayed, a written Hazardous Material Remediation plan and the name of the proposed contractor that will perform the work. City shall not condition its approval of the Hazardous Material Remediation plan in any manner that would conflict with any Law. City shall approve or disapprove of such Hazardous Material Remediation plan and the proposed contractor promptly, but in any event within thirty (30) days after receipt thereof. If City disapproves of any such Hazardous Material Remediation plan, City shall specify in writing the reasons for its disapproval. Any such Remediation undertaken by Tenant shall be done in a manner so as to minimize any impairment to the Premises. In the event Tenant undertakes any Remediation with respect to any Hazardous Material on or under the Premises, Tenant shall conduct and complete such Remediation (x) in compliance with all applicable Hazardous Material Laws, (y) to the reasonable satisfaction of City, and (z) in accordance with the orders and directives of all federal, state and local governmental authorities, including, but not limited to the California State Department of Health Services, the State or any Regional Water Quality Control Board, the Bay Area Air Quality Management district, and the San Francisco Department of Public Health.

20.2. Hazardous Material Indemnity.

Without limiting the indemnity in Section 18.1, Tenant shall Indemnify the Indemnified Parties from and against any and all Losses that arise out of or relate in any way to any use, Handling, production, transportation, disposal, storage or Release of any Hazardous Materials in or on the Premises at any time during the Term of the Lease and before the surrender of the Premises by Tenant, whether by Tenant, any Subtenants or any other person or entity directly or indirectly arising out of (A) the Handling, transportation or Release of Hazardous Material by Tenant, its Agents, Invitees or any Subtenants or any person or entity on or about the Premises (other than City and its Agents and Invitees), (B) any failure by Tenant, its Agents, Invitees or Subtenants (other than City and its Agents and Invitees) to comply with Hazardous Materials Laws, or (C) any failure by Tenant to comply with the obligations contained in Section 20.1(b). All such Losses within the scope of this Section shall constitute Additional Rent owing from Tenant to City hereunder and shall be due and payable from time to time immediately upon City's request, as incurred. Tenant understands and agrees that its liability to the Indemnified Parties shall arise upon the earlier to occur of (a) discovery of any such Hazardous Materials on or under the Premises, or (b) the institution of any Hazardous Material Claim with respect to such Hazardous Material, and not upon the realization of loss or damage. Tenant acknowledges and agrees that it has an immediate obligation to defend City as set forth in Section 18.3.

21. CITY'S RIGHT TO PERFORM TENANT'S COVENANTS

21.1. City May Perform in Emergency.

Without limiting any other provision of this Lease, and in addition to any other rights or remedies available to City for any default on the part of Tenant under this Lease, if Tenant fails to perform any maintenance or repairs required to be performed by Tenant hereunder within the time provided for such performance, which failure gives rise to an emergency that creates an imminent danger to public health or safety, as reasonably determined by City, City may at its sole option, but shall not be obligated to, perform such obligation for and on behalf of Tenant, provided that, if there is time, City first gives Tenant such notice and opportunity to take corrective action as is reasonable under the circumstances. Nothing in this Section shall be deemed to limit City's ability to act in its legislative or regulatory capacity, including the exercise of its police powers, nor to waive any claim on the part of Tenant that any such action on the part of City constitutes a Condemnation or an impairment of Tenant's contract with City.

21.2. City May Perform Following Tenant's Failure to Perform.

Without limiting any other provision of this Lease, and in addition to any other rights or remedies available to City for any default on the part of Tenant under this Lease, if at any time Tenant fails to pay any sum required to be paid by Tenant pursuant to this Lease to any party other than City (other than any property taxes or assessments, with respect to which the provisions of Section 8.1 shall apply), or if Tenant fails to perform any obligation on Tenant's part to be performed under this Lease, which failure continues without cure following written notice from City for a period of thirty (30) days (or such longer period as is provided under Article 22), subject to Force Majeure (or, if Section 19.1(c) is applicable, which failure continues for five (5) business days after written notice from City), and is not the subject of a contest under Article 9, then, City may, at its sole option, but shall not be obligated to, pay such sum or perform such obligation for and on behalf of Tenant.

21.3. Tenant's Obligation to Reimburse City.

If pursuant to the terms of this Lease, City pays any sum or performs any obligation required to be paid or performed by Tenant hereunder, Tenant shall reimburse City within thirty (30) days following demand (or by such earlier date specifically provided herein with respect to a particular cost or expense), as Additional Rent, the sum so paid, or the reasonable expense incurred by City in performing such obligation, together with interest thereon at the Default Rate, if such payment is not made within such period, computed from the date of City's demand until payment is made. City's rights under this Article 21 shall be in addition to its rights under any other provision of this Lease or under applicable Laws.

22. EVENTS OF DEFAULT; TERMINATION

22.1. Events of Default.

Any default of this Lease by Tenant shall be governed by this Article and the cure periods provided herein. The occurrence of any one or more of the following events shall constitute an "Event of Default" under the terms of this Lease (following the applicable notice and grace period provided):

(a) Tenant fails to pay any Rent to City when due, which failure continues for thirty (30) days following written notice from City (it being understood and agreed that the notice required to be given by City under this Section 22.1(a) shall also constitute the notice required under Section 1161 of the California Code of Civil Procedures or its successor, and shall satisfy the requirements that notice be given pursuant to such section provided the same is served in the manner required under Section 1162 of the California Code of Civil Procedure);

(b) Tenant files a petition for relief, or an order for relief is entered against Tenant, in any case under applicable bankruptcy or insolvency Law, or any comparable Law that is now or hereafter may be in effect, whether for liquidation or reorganization, which proceedings if filed against Tenant are not dismissed or stayed within one hundred twenty (120) days;

(c) A writ of execution is levied on the leasehold estate that is not released within one hundred twenty (120) days, or a receiver, trustee or custodian is appointed to take custody of all or any material part of the property of Tenant, which appointment is not dismissed within one hundred twenty (120) days;

(d) Tenant makes a general assignment for the benefit of its creditors;

(e) Tenant abandons the Premises, within the meaning of California Civil Code Section 1951.2, which abandonment is not cured within sixty (60) days after notice of belief of abandonment from City;

(f) Tenant fails to maintain any insurance required to be maintained by Tenant under this Lease, which failure continues without cure for thirty (30) days after written notice from City;

(g) Tenant suffers or permits a Sublease or other Transfer of this Lease or any interest therein to occur in violation of this Lease, or sublets all or any portion of the Premises in violation of this Lease, and such violation is not cured by rescission or other means within thirty (30) days after written notice from City specifying the nature of such violation or failure, or, if such cure cannot reasonably be completed within such thirty (30)-day period, if Tenant does not within such thirty (30)-day period commence such cure, or having so commenced, does not prosecute such cure with diligence and dispatch to completion within a reasonable period, with the goal of completing such cure at the earliest date practicable and in all events within ninety (90) days after such written notice from City;

(h) Tenant engages in or allows any use not permitted hereunder or engages in any activity prohibited by Section 4.8(a)(ii), and such activity continues without cure for more than fifteen (15) days after written notice from City specifying the nature of such violation or failure, or, if such cure cannot reasonably be completed within such fifteen (15)-day period, if Tenant does not within such fifteen (15)-day period commence such cure, or having so commenced, does not prosecute such cure with diligence and dispatch to completion within thirty (30) days after such written notice from City; or

(i) Tenant violates any other covenant, or fails to perform any other obligation to be performed by Tenant under this Lease (including, but not limited to, any Mitigation Measures and Improvement Measures) at the time such performance is due, and such violation or failure continues without cure for more than thirty (30) days after written notice from City specifying the nature of such violation or failure, or, if such cure cannot reasonably be completed within such thirty (30)-day period, if Tenant does not within such thirty (30)-day period commence such cure, or having so commenced, does not prosecute such cure with diligence and dispatch to completion within a reasonable time thereafter.

23. REMEDIES

23.1. City's Equitable Relief; City's Remedies Generally.

City shall be first required at any time after an Event of Default by Tenant to seek injunctive relief or an order for specific performance and/or damages, as applicable. Upon the occurrence and during the continuance of an Event of Default under this Lease, City shall have all rights and remedies provided in this Lease or available at law or equity, including such equitable relief that may be appropriate to the circumstances of such Event of Default, provided, for so long as the Regents or a Close Regents Affiliate is the Tenant, (1) City shall first seek injunctive relief, an order for specific performance, and/or damages, and (2) City shall not have the right to terminate this Lease except (i) following a material breach for which termination is a permitted remedy under California law; (ii) which has been finally adjudicated by the Superior Court of California, County of San Francisco, with jurisdiction the Parties and this Lease as the appropriate remedy and The Regents or any Close Regents Affiliate, as applicable, has either exhausted all appeals or failed to file an appeal thereof within the required time frame (including any available extensions), and (iii) the breach cannot be remedied by money or by some other non-termination remedy (as set forth in Section 23.3(c)). All of City's rights and remedies shall be cumulative, and except as may be otherwise provided by applicable Law, the exercise of any one or more rights shall not preclude the exercise of any others. Without limiting the foregoing, upon a termination of the LDDA by City, this Lease shall simultaneously terminate, and upon a termination of this Lease by City, the LDDA shall simultaneously terminate.

23.2. Right to Keep Lease in Effect.

(a) Continuation of Lease. Upon the occurrence of an Event of Default hereunder,

City may continue this Lease in full force and effect, as permitted by California Civil Code Section 1951.4 (or any successor provisions). Specifically, City has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). In the event City elects this remedy, City shall have the right to enforce by suit or otherwise, all covenants and conditions hereof to be performed or complied with by Tenant and exercise all of City's rights, including the right to collect Rent, when and as such sums become due, even though Tenant has breached this Lease and is no longer in possession of the Premises or actively managing or operating the Premises. Tenant shall be liable immediately to City for all costs City reasonably incurs in enforcing this Lease, whether or not any action or proceeding is commenced, including, without limitation, Attorneys' Fees and Costs, brokers' fees or commissions, the costs of removing and storing the Personal Property of Tenant, costs incurred by City in connection with reletting the Premises, or any portion thereof, and altering, installing, modifying and constructing tenant improvements required for a new tenant, and the costs of Restoration and of repairing, securing, servicing, maintaining and preserving the Premises or the Improvements, or any portion thereof.

(b) No Termination without Notice. No act by City allowed by this Section 23.2, nor any appointment of a receiver upon City's initiative to protect its interest under this Lease, nor any withholding of consent to a subletting or assignment or termination of a subletting or assignment in accordance herewith, shall terminate this Lease, unless and until City notifies Tenant in writing that City elects to terminate this Lease.

23.3. Right to Terminate Lease.

(a) Termination; Damages. Subject to the provisions and limitations of Section 23.1 and Section 23.3(c), City may terminate this Lease at any time after the occurrence (and during the continuation) of an Event of a Default by giving written notice of such termination and termination of this Lease shall thereafter occur on the date set forth in such notice. Acts of maintenance or preservation, and any appointment of a receiver upon City's initiative to protect its interest hereunder shall not in any such instance constitute a termination of Tenant's right to possession. No act by City other than giving notice of termination to Tenant in writing shall terminate this Lease. On termination of this Lease, City shall have the right to recover from Tenant all sums allowed under California Civil Code Section 1951.2, including, without limitation, the following:

- i. The worth at the time of the award of the unpaid Rent that had been earned at the time of termination of this Lease;
- ii. The worth at the time of the award of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of the award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided;
- iii. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided; and
- iv. Any other amount necessary to compensate City for all detriment proximately caused by the default of Tenant, or that in the ordinary course of things would be likely to result therefrom.
- v. "The worth at the time of the award", as used in Section 23.3(a)(i) and (ii) shall be computed by allowing interest at a rate per annum equal to the Default Rate. "The worth at the time of the award", as used in Section 23.3(a)(iii), shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

(b) Interest. Rent not paid when due shall bear interest from the date due until paid at the Default Rate.

(c) Prior City Action. Notwithstanding City's right to seek to terminate this Lease under Section 23.3(a), so long as The Regents of the University of California or any Close Regents Affiliate (as defined) below is the tenant under this Lease and Tenant's interest in the Lease has not been assigned or otherwise transferred in full to any party other than a Close Regents Affiliate, City shall first seek equitable remedies including specific performance or injunctive relief, and/or monetary damages from the Superior Court of California, County of San Francisco, before seeking to terminate this Lease. If the Superior Court determines that specific performance, injunctive relief, and/or monetary damages are not available, appropriate or cannot make City whole for the damages, or Tenant fails to comply with a previously-ordered remedy, then City can seek to terminate this Lease. As used in this Lease a "Close Regents Affiliate" means (i) the State of California, or (ii) a public or nonprofit entity, the primary purpose of which is to support, benefit or further charitable, scientific, research, educational and public service purposes materially similar to those supported and furthered by The Regents of the University of California at San Francisco and materially consistent with the mission of The Regents under the State Constitution (including, without limitation, any successor or affiliate of Tenant if The Regents of the University of California at San Francisco alters its governance structure).

(d) No Rights to Assign or Sublet. Upon the occurrence of an Event of Default, until cured, notwithstanding anything in Article 7, to the contrary, Tenant shall have no right to sublet or assign its interest in the Premises or this Lease without City's written consent, which may be given or withheld in City's sole and absolute discretion.

23.4. Continuation of Subleases and Other Agreements.

Following an Event of Default and termination of Tenant's interest in this Lease, and subject to the terms of any non-disturbance agreements entered into by City, City shall have the right, at its sole option, to assume any and all Subleases and agreements for the maintenance or operation of the Premises. Tenant hereby further covenants that, upon request of City following an Event of Default and termination of Tenant's interest in this Lease, Tenant shall execute, acknowledge and deliver to City, or cause to be executed, acknowledged and delivered to City, such further instruments as may be necessary or desirable to vest or confirm or ratify vesting in City the then existing Subleases and other agreements then in force, as above specified.

24. EQUITABLE RELIEF

24.1. City's Equitable Relief.

In addition to the other remedies provided in this Lease, City shall be entitled at any time after a default or threatened default by Tenant to seek injunctive relief or an order for specific performance, where appropriate to the circumstances of such default. In addition, after the occurrence and during the continuance of an Event of Default, City shall be entitled to any other equitable relief that may be appropriate to the circumstances of such Event of Default.

24.2. Tenant's Equitable Relief.

In addition to the other remedies provided in this Lease, Tenant shall be entitled at any time after a default or threatened default by Tenant to seek injunctive relief or an order for specific performance, where appropriate to the circumstances of such default. In addition, after the occurrence and during the continuance of an Event of Default, Tenant shall be entitled to any other equitable relief that may be appropriate to the circumstances of such Event of Default.

25. NO WAIVER

25.1. No Waiver by City or Tenant.

No failure by City or Tenant to insist upon the strict performance of any term of this Lease or to exercise any right, power or remedy consequent upon a breach of any such term, shall be deemed to imply any waiver of any such breach or of any such term unless clearly expressed in writing by the Party against which waiver is being asserted. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights of City or Tenant with respect to any other then existing or subsequent breach.

25.2. No Accord or Satisfaction.

No submission by Tenant or acceptance by City of full or partial Rent or other sums during the continuance of any failure by Tenant to perform its obligations hereunder shall waive any of City's rights or remedies hereunder or constitute an accord or satisfaction, whether or not City had knowledge of any such failure. No endorsement or statement on any check or remittance by or for Tenant or in any communication accompanying or relating to such payment shall operate as a compromise or accord or satisfaction unless the same is approved as such in writing by City. City may accept such check, remittance or payment and retain the proceeds thereof, without prejudice to its rights to recover the balance of any Rent, including any and all Additional Rent, due from Tenant and to pursue any right or remedy provided for or permitted under this Lease or in law or at equity. No payment by Tenant of any amount claimed by City to be due as Rent hereunder (including any amount claimed to be due as Additional Rent) shall be deemed to waive any claim that Tenant may be entitled to assert with regard to the making of such payment or the amount thereof, and all such payments shall be without prejudice to any rights Tenant may have with respect thereto, whether or not such payment is identified as having been made "under protest" (or words of similar import).

26. DEFAULT BY CITY; TENANT'S REMEDIES

City shall be deemed to be in default hereunder only if City shall fail to perform or comply with any obligation on its part hereunder and (i) such failure shall continue for more than the time of any cure period provided herein, or, (ii) if no cure period is provided herein, for more than thirty (30) days after written notice thereof from Tenant, or, (iii) if such default cannot reasonably be cured within such thirty (30)-day period, City shall not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with diligence and dispatch the curing of such default. Upon the occurrence of default by City described above, which default substantially and materially interferes with the ability of Tenant to conduct the use on the Premises provided for hereunder, Tenant shall have the exclusive right (a) to offset or deduct only from the Rent becoming due hereunder, the amount of all Losses incurred by Tenant as a direct result of City's default, but only after obtaining a final, unappealable judgment in a court of competent jurisdiction for such damages in accordance with applicable Law and the provisions of this Lease, or (b) to seek equitable relief in accordance with applicable Laws and the provisions of this Lease where appropriate and where such relief does not impose personal liability on City or its Agents; provided, however, (1) in no event shall Tenant be entitled to offset from all or any portion of the Rent becoming due hereunder any Losses other than Tenant's Losses as described in the foregoing clause (a), (2) Tenant agrees that, notwithstanding anything to the contrary herein or pursuant to any applicable Laws, Tenant's remedies hereunder shall constitute Tenant's sole and absolute right and remedy for a default by City hereunder, and (3) Tenant shall have no remedy of self-help.

27. NO RECOURSE AGAINST SPECIFIED PERSONS

27.1. Tenant's Recourse Against City.

No commissioner, officer, director or employee of City, or any other Indemnified Parties will be personally liable to Tenant, or any successor in interest, for any default by City, and Tenant agrees that it will have no recourse with respect to any obligation or default under this Lease, or for any amount that may become due Tenant or any successor or for any obligation or claim based upon this Lease, against any such individual.

27.2. City's Recourse Against Tenant.

No commissioner, officer, director or employee of Tenant will be personally liable to City, or any successor in interest, for any Event of Default by Tenant, and City agrees that it will have no recourse with respect to any obligation of Tenant under this Lease, or for any amount that may become due City or any successor or for any obligation or claim based upon this Lease, against any such individual.

28. [Intentionally omitted.]

29. ESTOPPEL CERTIFICATES

29.1. Estoppel Certificate by Tenant.

Tenant shall execute, acknowledge and deliver to City (or at City's request, to a prospective purchaser or mortgagee of City's interest in the Property), within fifteen (15) business days after a request, a certificate stating to the best of Tenant's knowledge (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications or, if this Lease is not in full force and effect, so stating), (b) the dates, if any, to which any Rent and other sums payable hereunder have been paid, (c) that no notice has been received by Tenant of any default hereunder that has not been cured, except as to defaults specified in such certificate and (d) any other matter actually known to Tenant, directly related to this Lease and reasonably requested by City. In addition, if requested, Tenant shall attach to such certificate a copy of this Lease, and any amendments thereto, and include in such certificate a statement by Tenant that, to the best of its knowledge, such attachment is a true, correct and complete copy of this Lease, as applicable, including all modifications thereto. Any such certificate may be relied upon by City, and any purchaser, prospective purchaser, mortgagee or prospective mortgagee of the Premises or any part of City's interest therein. Tenant will also use commercially reasonable efforts (including inserting a provision similar to this Section into each Sublease) to cause Subtenants under Subleases to execute, acknowledge and deliver to City, within ten (10) business days after request, an estoppel certificate covering the matters described in clauses (a), (b), (c) and (d) above with respect to such Sublease.

29.2. Estoppel Certificate by City.

City shall execute, acknowledge and deliver to Tenant (or at Tenant's request, to any Subtenant, prospective Subtenant, or other prospective permitted transferee of Tenant's interest under this Lease), within fifteen (15) business days after a request, a certificate stating to the best of City's knowledge (limited to only that of the Director of Property) (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications or if this Lease is not in full force and effect, so stating), (b) the dates, if any, to which Rent and other sums payable hereunder have been paid, (c) whether or not, to the knowledge of City, there are then existing any defaults under this Lease (and if so, specifying the same), (d) the amount of the security deposit (if any) being held by City under this Lease, and (e) any other matter actually known to City, directly related to this Lease and reasonably requested by the requesting Party. In addition, if requested, City shall attach to such certificate a copy of this Lease and any amendments thereto, and include

in such certificate a statement by City that, to the best of its knowledge (limited to only that of the Director of Property), such attachment is a true, correct and complete copy of this Lease, including all modifications thereto. Any such certificate may be relied upon by Tenant or any Subtenant, prospective Subtenant, or other prospective permitted transferee of Tenant's interest under this Lease.

30. APPROVALS BY CITY

30.1. Approvals by City.

The City Administrator or his or her designee, is authorized to execute on behalf of City any closing or similar documents if the City Administrator determines, after consultation with, and approval as to form by, the City Attorney, that the document is necessary or proper and in City's best interests. The City Administrator's signature of any such documents shall conclusively evidence such a determination by him or her. Wherever this Lease requires or permits the giving by City of its consent or approval, or whenever an amendment, waiver, notice, or other instrument or document is to be executed by or on behalf of City, the City Administrator, or his or her designee, shall be authorized to execute such instrument on behalf of City, except as otherwise provided by applicable Law, including the City's Charter.

30.2. Fees for Review.

Within thirty (30) days after City's written request, Tenant shall pay City, as Additional Rent, City's actual costs, including, without limitation, Attorneys' Fees and Costs reasonably incurred in connection with the review, investigation, processing, documentation and/or approval of any proposed assignment or Sublease or Subsequent Construction. Tenant shall pay such costs regardless of whether or not City consents to such proposal, except only in any instance where City has wrongfully withheld, delayed or conditioned its consent in violation of this Lease.

31. NO MERGER OF TITLE

There shall be no merger of the leasehold estate with the fee estate in the Premises by reason of the fact that the same party may own or hold (a) the leasehold estate or any interest in such leasehold estate, and (b) any interest in such fee estate. No such merger shall occur unless and until all parties having any interest in the leasehold estate and the fee estate in the Premises shall join in and record a written instrument effecting such merger.

32. QUIET ENJOYMENT

Subject to the terms and conditions of this Lease and applicable Laws, City agrees that Tenant, upon paying the Rent and observing and keeping all of the covenants under this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without hindrance or molestation of anyone claiming by, through or under City.

33. SURRENDER OF PREMISES

(a) Condition of Premises. Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender the Improvements to City the Premises in good order and in clean and operable condition, reasonable wear and tear excepted to the extent the same is consistent with maintenance of the Premises in the condition required hereunder, with walls, plumbing and electrical fixtures intact, no exposed wiring, and free of any liens or encumbrances. Unless otherwise specifically approved in writing by City, Tenant shall remove, at no cost to City, any Personal Property from the Premises prior to surrender. If the removal of Personal Property causes damage to the Premises, Tenant shall promptly repair such damage, at no cost to City. The Premises shall be surrendered with all Improvements, repairs, alterations, additions, substitutions and replacements thereto subject to Section 33(c) below. Tenant hereby agrees to execute all documents as City may deem necessary to evidence or confirm any such

other termination. Tenant shall be responsible for any required decommissioning of laboratory space within the Premises and any decontamination required as a result of materials used in or material or waste present in the Premises.

(b) Subleases and Agreements. Upon any termination of this Lease, City shall have the right to terminate all Subleases hereunder and any and all agreements for the maintenance or operation of the Premises, including without limitation, the Management Agreement.

(c) Safety Restoration Work. Upon the expiration or termination of this Lease resulting from an event of damage or destruction pursuant to Section 15.3, a Condemnation event under Article 16, or an Event of Default pursuant to Article 22, upon written instructions from City, Tenant shall, at Tenant's sole cost and expense (subject to City's responsibility, if any, under Section 15.2), complete all Safety Restoration Work, and return the Premises to City in a clean condition. Such Safety Restoration Work shall be conducted in accordance with the provisions of this Lease relating to construction on the Premises, including without limitation, Article 13.

34. HOLD OVER

Any holding over by Tenant after the expiration or termination of this Lease shall not constitute a renewal hereof or give Tenant any rights hereunder or in the Premises, except with the written consent of City. In any such event, at City's option, Tenant shall be (a) a tenant at sufferance, or (b) a month-to-month tenant at the Rent in effect at the expiration of the Term, payable on a monthly basis.

35. NOTICES

35.1. Notices.

All notices, demands, consents, and requests that may or are to be given by any Party to the other shall be in writing, except as otherwise provided herein. All notices, demands, consents and requests to be provided hereunder shall be deemed to have been properly given and effective (i) on the date of receipt if given by personal delivery on a business day (or the next business day if delivered personally on a day that is not a business day), or (ii) if mailed, on the date that is three business days after the date when deposited with the U.S. Postal Service for delivery by United States registered or certified mail, postage prepaid, in either case, addressed at the addresses specified in the Basic Lease Information in Article 1, or at such other place or places in the United States as each such Party may from time to time designate by written notice to the other in accordance with the provisions hereof. For convenience of the Parties, copies of notices may also be given by telefacsimile to the facsimile number set forth below or such other number as may be provided from time to time by notice given in the manner required under this Lease; however, neither Party may give official or binding notice by telefacsimile or email.

35.2. Form and Effect of Notice.

Every notice given to a Party or other party under this Section must state (or shall be accompanied by a cover letter that states):

(a) the section of this Lease pursuant to which the notice is given and the action or response required, if any;

(b) if applicable, the period of time within which the recipient of the notice must respond thereto; and

(c) if applicable, that the failure to object to the notice within a stated time period will be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the notice.

In no event shall a recipient's approval of or consent to the subject matter of a notice be deemed to have been given by its failure to object thereto if such notice (or the accompanying cover letter) does not comply with the requirements of this Article.

36. INSPECTION OF PREMISES BY CITY

36.1. Entry.

Subject to the rights of Subtenants, Tenant shall permit City and its Agents to enter the Premises during regular business hours upon no less than two (2) business days' prior notice (and in the event of an emergency that poses an imminent danger to public health or safety, upon such notice that is reasonable under the circumstances) for the purpose of (i) inspecting the same for compliance with any of the provisions of this Lease, (ii) performing any work therein that City may have a right to perform under Section 21, or (iii) inspecting, sampling, testing and monitoring the Premises or the Improvements or any portion thereof, including buildings, grounds and subsurface areas, as City reasonably deems necessary or appropriate for evaluation of Hazardous Material or other environmental conditions. Nothing herein shall imply any duty upon the part of City to perform any work that under any provision of this Lease Tenant may be required to perform, nor to place upon City any obligation, or liability, for the care, supervision or repair of the Premises. City agrees to use reasonable efforts to minimize interference, to the extent practicable, with the activities and tenancies of Tenant, Subtenant and their respective Agents and Invitees, and City shall be responsible for any damage to the Premises caused by City or its Agents in connection with an entry under clauses (i) and (iii) above, and for any damages resulting from City or its Agents' negligence in connection with any entry under clause (ii) above. If City elects to perform work on the Premises pursuant to Section 21, City shall not be liable for inconvenience, loss of business or other damage to Tenant by reason of the performance of such work on the Premises, or on account of bringing necessary materials, supplies and equipment into or through the Premises during the course thereof, provided City uses reasonable diligence to minimize the interference any such work may cause with the activities of Tenant, its Subtenants, and their respective Invitees.

36.2. Exhibit for Lease.

Subject to the rights of Subtenants, Tenant shall permit City and its Agents to enter the Premises during regular business hours upon reasonable prior notice during the last twelve (12) months of the Term (i) to exhibit the same in a reasonable manner in connection with any sale, transfer or other conveyance of City's interest in the Premises, and (ii) for the purpose of leasing the Premises.

36.3. Notice, Right to Accompany.

City agrees to give Tenant at least two (2) business days' prior written notice of City's entering on the Premises for the purposes set forth in Section 36.2. Tenant shall have the right to have a representative of Tenant accompany City or its Agents on any entry into the Premises pursuant to this Article 36 or any other provision of this Lease.

36.4. Rights with Respect to Subtenants.

Tenant agrees to use commercially reasonable efforts (including efforts to obtain the agreement of each Subtenant to include a provision similar to this Article 36 in its Sublease) to require each Subtenant to permit City to enter its premises for the purposes specified in this Article 36.

37. SIDEWALK MAINTENANCE

Tenant will, at its cost and expense, repair, reconstruct, and maintain in good condition, consistent with the custom and practice in the City and County of San Francisco for private permittees, curb, gutter, sidewalk paving, landscaping (including irrigation), street trees, trash receptacles, street furniture and bicycle racks, if any (collectively, the "Sidewalk

Improvements”) now, or in the future, on or immediately adjacent to the Premises (which for the purposes of this Article 37 shall be deemed to include the applicable portion of the public sidewalk located outside the historic fence on 23rd Street and adjacent to the landscaped area adjacent to the Vermont Street side of the Research Facility Building as shown on Exhibit C-2) in that area shown outlined on Exhibit C-2. Tenant’s repair and maintenance of the Sidewalk Improvements shall comply in all respects with the San Francisco Department of Public Works (“DPW”) Standards and Specifications, DPW regulations applicable to Tenant, and all other City laws, ordinances, and regulations regarding such Sidewalk Improvements applicable to Tenant. Notwithstanding the foregoing, except as may be otherwise set forth in any other agreement between Tenant and City, Tenant’s obligations shall not include maintaining any underground utilities not associated with the operations of the Sidewalk Improvements, nor shall its obligations include maintenance of any improvements outside of the location of the Sidewalk Improvements. If Tenant becomes aware of any deficiencies or conditions that require repair to the Sidewalk Improvements, Tenant shall promptly repair such Sidewalk Improvements, subject to obtaining authorization from City for such work. If City becomes aware that the Sidewalk Improvements are in need of maintenance or repair, City shall notify Tenant in writing of the need to maintain or repair. Within thirty (30) calendar days after receipt of notification from City or otherwise becoming aware of the need for maintenance or repair (such period to be extended by any unreasonable delay by City in authorizing or disapproving the proposed maintenance or repair), Tenant shall perform the necessary maintenance or repair; provided, however, that if City identifies a dangerous condition that requires more immediate remediation, City’s notice may specify a shorter time period for such remediation, with which Tenant shall use reasonable attempts to comply; and provided further if such necessary maintenance and repair is not susceptible to cure within thirty (30) calendar days Tenant shall be allowed such additional time as is reasonably necessary to perform the maintenance or repair provided Tenant is diligently pursuing such corrective action.

If Tenant fails to perform corrective action within thirty (30) days after receipt of written notice from City to remedy the problem or, if such remedy cannot reasonably be completed within such thirty (30)-day period, if Tenant does not within such thirty (30)-day period commence such remedy, or having so commenced, does not prosecute such remedy with diligence and dispatch to completion within a reasonable time thereafter, City may at its sole election perform the maintenance or repair of the Sidewalk Improvements in need of maintenance or repair, and Tenant shall reimburse City for City’s reasonable costs associated with such maintenance or repair within thirty (30) days of receipt of an invoice for such work. If Tenant fails to reimburse City for such invoiced amount by the specified due date, City may take any action within its power to collect such payment.

38. SURRENDER OF RELINQUISHED PREMISES; TERMINATION OF EXISTING OCCUPANCY AGREEMENTS

The “Relinquished Premises” refers individually and collectively to those increments of space described on the attached Exhibit F-1 (the “Relinquished Premises”), presently occupied by Tenant pursuant to the leases and other agreements described in the attached Exhibit F-1 (the “Existing Occupancy Agreements”). On or before the respective dates set forth in the schedule set forth on the attached Exhibit F-2 (each such date, a “Relinquished Premises Deletion Date”), Tenant shall surrender the applicable increment(s) of Relinquished Premises in good order and in clean and operable condition, with walls, plumbing and electrical fixtures intact, no exposed wiring, free of such personal property, furnishings and equipment as must be removed prior to surrender pursuant to the terms of the applicable Existing Occupancy Agreement (or if not detailed in the Existing Occupancy Agreement, free of all unaffixed personal property, including unaffixed furnishings and unaffixed equipment) (except as otherwise specifically noted in Exhibit F-3), and the Existing Occupancy Agreement shall thereupon terminate; provided, however, that Tenant shall remain liable for all of Tenant’s obligations that arose with regard to the Relinquished Premises prior to the Relinquished Premises Deletion Date and Tenant’s

indemnification obligations set forth in the applicable Existing Occupancy Agreement with regard to the Relinquished Premises that survive the expiration or termination of Existing Occupancy Agreement shall survive the Relinquished Premises Deletion Date. Tenant's contractor shall keep City Staff informed regarding the progress of the work on the Research Facility Project and the anticipated date of substantial completion of such work, so that DPH staff can plan for the surrender of the various increments of the Relinquished Premises, and shall promptly respond to City's inquiries regarding the progress of the work. Tenant shall provide City with not less than ten (10) business day's advance written notice of the date Tenant anticipates will be the Relinquished Premises Deletion Date for an increment of Relinquished Premises, and City staff designated by City's Director of Health and Tenant shall thereupon tour the applicable increment of Relinquished Premises and shall prepare a joint list of items to be removed and, if applicable, repaired. If Tenant disputes whether an item must be removed or if a repair will be required, Tenant shall promptly notify City thereof, and City and Tenant shall thereupon endeavor in good faith to resolve any dispute. City and Tenant shall cooperate in connection with Tenant's move from the Relinquished Premises into the Research Facility Building. Each Relinquished Premises Deletion Date shall be confirmed by the Parties in writing following the occurrence thereof. Tenant acknowledges that timely surrender of the Relinquished Premises is important for DPH's management of the space on the ZSFG campus. City and Tenant shall endeavor in good faith to resolve any dispute regarding the occurrence of the Relinquished Premises Dates. Without limiting City's rights under the respective Occupancy Agreements, if Tenant fails to surrender possession of any increment of the Relinquished Premises in the condition required hereunder after the applicable date set forth on the attached Exhibit F-2 without the express written consent of City, and such failure continues for more than ten (10) days after City's written notice to Tenant that Tenant is delinquent in surrendering possession of the applicable increment of Relinquished Premises to City, Tenant shall pay City during such holdover period, on a monthly basis, as additional Rent under this Lease, one hundred and twenty-five percent (125%) of the fair market rental for the affected space, as reasonably determined by City, together with all damages sustained by City on account thereof. Any failure by Tenant to remove any personal property following written demand for the same by City pursuant to the provisions of this Section shall constitute continuing possession for purposes of the immediately preceding sentence. Tenant shall be responsible for any required decommissioning of laboratory space within the Relinquished Premises and any decontamination required as a result of materials used in or material or waste present in the Relinquished Premises.

39. IMPACT OF TERMINATION OF AFFILIATION AGREEMENT

39.1. Termination of Affiliation Agreement; Obligation to Negotiate.

The Parties anticipate that if the Affiliation Agreement is terminated by mutual agreement of the Parties, the disaffiliation plan will include appropriate provisions regarding the use and ownership of the Research Facility mutually agreeable to the Parties and reflecting their respective rights and needs, and that this Lease would be amended at such time to reflect such agreement. If the Affiliation Agreement is terminated by mutual agreement without a corresponding written agreement regarding this disposition of this Lease, or if either Party has given notice under the Affiliation Agreement that such Party will terminate the Affiliation Agreement (the "Affiliation Termination Notice"), the Parties shall promptly negotiate in good faith regarding the termination of this Lease (if desired by either Party) or regarding any amendments to this Lease that are necessary or desirable in connection with the termination of the Affiliation Agreement, taking into account the needs of both Parties, which may include, among other matters, relocation needs, desired assumption of space leases, immediate research needs of each Party or other parties occupying space in the Research Facility or other Improvements, future research needs of ZSFG, City's other immediate and long-term space needs, ownership and use of the Research Facility and other Improvements, and schedules and costs attendant to the foregoing considerations. To facilitate and inform such negotiations,

Tenant shall provide the information regarding ongoing research by Tenant and Tenant's projected needs described in Section 39.2 by the date specified in such Section and City shall provide the information regarding City's space needs described in Section 39.2 by the date specified in such Section. Such negotiations shall continue for so long as the Parties agree to continue negotiating, but not less than one hundred eighty (180) days (the "Negotiating Period"), unless an agreement satisfactory to both Parties is reached within such period or the Parties agree in writing that further negotiations would not be fruitful, in which event the Negotiating Period shall terminate effective as of the date of such written agreement. If the Parties have not reached an agreement within such one hundred eighty (180) day period, either Party may terminate the Negotiating Period by written notice to the other. The Parties acknowledge that any future agreement to terminate or amend this Lease would be subject to the prior approval of the then-Board of Regents, Health Commission and City Board of Supervisors, in their respective sole discretion. In the absence of an agreement to the contrary, the balance of the provisions of this Article 39 shall apply.

39.2. Process for Evaluating Tenant's On-Going Research Space Needs and City's Research Space Needs.

Once (i) the Affiliation Agreement is terminated by mutual agreement without a contemporaneous agreement regarding the disposition of the Research Facility and other Improvements and this Lease or (ii) an Affiliation Termination Notice has been given by either Party, UCSF faculty and principal investigators shall not submit new grant applications that require space at the Research Facility or other Improvements or space elsewhere at ZSFG, and shall not, without specific authorization from City, finalize any grant applications then pending or accept any new grants for or seek funding for additional budget periods if such grants require space at the Research Facility or other Improvements or space elsewhere at ZSFG. In order for the Parties to evaluate Tenant's ongoing space needs to complete on-going research funded by grants, within sixty (60) days after the Affiliation Termination Notice, Tenant shall meet with City to share the following information (the "Tenant's Research Occupancy Requirements"):

- (1) the number of outstanding research grants at ZSFG performed by UCSF faculty and the purpose of the grants,
- (2) the length remaining on each grant before the grant's expiration,
- (3) which grants (if any) cannot be (or should not be) transferred to another UCSF facility, partner or affiliate,
- (4) the estimated time for approval of transfer of the grants that may be transferred,
- (5) which grants, if any, require physical occupancy of space in the Research Facility or other Improvements (i.e. the research materials cannot be moved to other research facilities but must continue remain at the Research Facility or other Improvements until the conclusion of the research), how much space is currently occupied for such research and Tenant's good faith estimate of the minimum space required, and
- (6) other information relevant to such matters.

Within thirty (30) days after receipt of Tenant's Research Occupancy Requirements, City shall provide Tenant with a description of City's anticipated initial space needs for the Research Facility or other Improvements to support ZSFG, including the space needs for research required to maintain ZSFG's designation as a Level I trauma center, and a projected timeline for City's need for such space. Based on Tenant's Research Occupancy Requirements and City's immediate space needs, City and Tenant will cooperate in good faith to mutually determine what Tenant research should remain at ZSFG during part or all of the three (3) year period following the mutual termination of the Affiliation Agreement (if such determination was not made in connection with termination) or the expiration of the Affiliation Agreement termination notification period, as applicable, and for how long, in order to satisfy the grant requirements, as well as the minimum space required by Tenant to perform the relevant research, and what space should be allocated to City during such period.

39.3. Tenant Phase-Out and City Phase-In in the Event of Termination of Lease or City's Total Lease-Back.

(a) Projecting Tenant Phase-Out and City Phase-In in the Event of City Exercise of Purchase or Total Lease-Back Option; Update of Information Regarding Tenant's Research

Occupancy Requirements. If City exercises its Purchase Option or the Total Lease-Back Option (as such terms are defined in Section 39.4 below), then based on the evaluation and determination by Tenant and City described in Section 39.2, the Parties will mutually determine what portions of the Research Facility and other Improvements Tenant will initially continue to occupy for on-going grant funded research following the termination of the Affiliation Agreement and shall estimate how Tenant's space needs for on-going grant funded research will likely decline over time. Tenant will provide an update of the information regarding Tenant's Research Occupancy Requirements from time to time upon City's request, and shall further update such information whenever there is a material deviation from the facts and needs reported in the prior presentation or update, and in all events not less frequently than every twelve (12) months until Tenant vacates the Research Facility and other Improvements. If any such update demonstrates that Tenant's needs are different from those previously considered the Parties shall use good faith efforts to mutually determine a satisfactory adjustment of the schedule for Tenant's vacation and surrender of the relevant portions of the Research Facility and other Improvements. In making the determinations required hereunder each Party shall use good faith efforts to accommodate the space and scheduling needs of the other Party, however if the space required by City for research purposes to maintain Level 1 Trauma designation exceeds the space Tenant determines is "surplus" to its purposes, the space allocation shall be prioritized in the following order: (1) space required by City for ZSFG to maintain Level 1 Trauma designation ("City's Level 1 Trauma Space Requirement"), (2) space required by Tenant to stay in compliance with funded grants, (3) space needed by City, (4) space desired by Tenant for non on-going grant related functions.

(b) Establishing Closing Date for City Purchase or Commencement Date for Total Lease-Back; Space Leases by Tenant or City. Based on the determination of Tenant's Research Occupancy Requirements and estimated timeline for phasing-out on-going grant funded research, and, in the case of City's exercise of the Purchase Option, City's timeline for issuance of certificates of participation, bonds or other debt as required by City to pay the Fair Market Purchase Price (as defined in Section 39.5) and appropriating the funds therefor (the "Funding Date"), the Parties shall determine the date on which it would make the most sense for closing the City's purchase of the Research Building and Improvements and terminating this Lease (the "Purchase Closing Date") or, as applicable, the commencement of City's Master Lease pursuant to the Total Lease-Back Option (the "Master Lease Commencement Date") to occur, and shall schedule the Purchase Closing Date or Master Lease Commencement Date for such date, provided that absent specific written agreement of the Parties to the contrary, such date shall not be earlier than the date that is two (2) years after the Affiliation Termination Notice is given and not later than five (5) years after the date the Affiliation Termination Notice is given. If the Parties are unable to reach an agreement on the appropriate date it shall be the date on which the Parties anticipate that Tenant's Research Occupancy Requirements will first fall below fifty percent (50%) of the square footage of the Research Facility and other Improvements, but not earlier than the Funding Date, in the case of City's exercise of the Purchase Option.

(c) Space Leases by Tenant or City during Tenant Phase Out. Commencing on the effective date of the termination of the Affiliation Agreement (or, if later, the date Tenant ceases to provide the services required for ZSFG to maintain its status as a Level I Trauma Center) and continuing through the date immediately preceding the Purchase Closing Date or Master Lease Commencement Date, Tenant shall lease to City the space in the Research Facility and other Improvements that is required for City to satisfy City's Level 1 Trauma Space Requirement and such other space, if any, that is surplus to Tenant's Research Occupancy Requirements (to the extent such surplus space is required by City). Commencing on the Purchase Closing Date or Master Lease Commencement Date and continuing through the date on which Tenant last requires such space for Tenant's Research Occupancy Requirements, City shall lease to Tenant the space required for Tenant's continuing Research Occupancy Requirements, determined in accordance with the provisions of Section 39.3(a), to the extent such space is surplus to City's Level 1 Trauma Space Requirement, provided in no event shall

the expiration date be later than later than five (5) years after the date the Affiliation Termination Notice is given unless the Parties consent to a later expiration date. Except as otherwise agreed by the Parties, any such space lease by City or Tenant shall be subject to the general terms and conditions of any prior Research Facility and/or Improvements space leases between Tenant and City, as tenant, or if there are no such prior space leases, the terms and conditions of recent leases between City and Tenant for space elsewhere on the ZSFG campus, adapted as required to account for the fact that the space is in the Research Facility and/or Improvements, and at rental rates equal to the per square foot rates payable in the most recent space lease for the Research Facility and/or Improvements, increased by percentage increase in the Index from the date such space leases were entered into (but not less than the cost of providing utilities and services to such space).

(d) Limitation on City's Use of Premises Under Space Leases. If City, as tenant, enters into any space lease(s) pursuant to this Section 39.3, City shall use the premises under such space lease(s) for uses required for City to maintain ZSFG's Level 1 Trauma designation, recruitment and retention of ZSFG clinicians, and uses in support of ZSFG's mission to provide quality healthcare and trauma care, so long as such uses are tax exempt activities and are compatible with Tenant's bond financing requirements. If City requires additional information from Tenant to determine whether City's use would be allowable under this Section 39.3(d), Tenant shall reasonably cooperate with City to provide such information.

39.4. Termination of Affiliation Agreement Without An Agreement Regarding Ground Lease Impacts.

City shall have the option, at City's sole election, to (1) purchase the Research Facility and other Improvements from Tenant and terminate this Lease in accordance with the provisions of Section 39.5 (the "Purchase Option"), or (2) lease the entire Research Facility and any other Improvements from Tenant for the balance of the Term in accordance with the provisions of Section 39.6 (the "Total Lease-Back Option"), if all of the following conditions are met:

- (i) the Affiliation Agreement is terminated, or either Party gives notice under the Affiliation Agreement that such Party will terminate the Affiliation Agreement;
- (ii) the one hundred eighty (180) day Negotiating Period described in Section 39.1 expires without approval of a Ground Lease Modification Agreement; and
- (iii) following the termination of the Affiliation Agreement Tenant does not (or will not) provide physicians, trainees, and infrastructure needed by ZSFG to meet medical staff regulatory requirements and to maintain its status as a Level I Trauma Center or similar rating in effect at the time.

Such conditions are collectively referred to as the "Option Exercise Conditions."

If the first two Option Exercise Conditions are met, but not the third, or if all three Option Exercise Conditions are met but City does not exercise its Purchase Option or Total Lease-Back Option, the provisions of Section 39.8 shall apply.

39.5. City's Option to Purchase Improvements and Terminate the Lease.

(a) Exercise of Purchase Option. City shall exercise the Purchase Option, if at all, by delivering to Tenant written notice of City's exercise of such right (the "Exercise Notice") not later than six (6) months following the date on which it is established that the Option Exercise Conditions have been met (the "Exercise Deadline"), subject to thereafter obtaining approval for such acquisition pursuant to Section 39.5(c) not later than nine (9) months following the Exercise Deadline.

(b) Determination of Fair Market Value and Purchase Price. Promptly following the City's exercise of the Purchase Option the Parties shall determine the Fair Market

Value Purchase Price for the Research Facility and other Improvements in accordance with the provisions of Section 39.7.

(c) Approval of Transaction or Revocation of Option Exercise. Promptly following City's exercise of the Purchase Option and determination of the Purchase Price, City staff shall promptly (i) seek recommendation of the purchase transaction from the Commission, to the extent required, and approval of the purchase transaction from City's Board of Supervisors, or (ii) provide Tenant with written notice that City is withdrawing the Exercise Notice, if City's Director of Property does not believe the Board of Supervisors or the Mayor will approve of the Purchase Price.

(d) Expiration of Option Exercise; Expiration of Purchase Option. City's exercise of the Purchase Option shall be void and of no further force and effect if City withdraws the Exercise Notice as provided above. Further, except as otherwise agreed by Tenant, City's exercise of the Purchase Option shall be void and of no further force and effect if the Commission, to the extent required, or City's Board of Supervisors, fails to approve the purchase transaction by the date that is six (6) months after City's delivery of the Exercise Notice.

(e) Closing; Termination of Lease. If City exercises the Purchase Option and such exercise is not voided pursuant to the foregoing provisions of this Section 39.5, Tenant shall convey Tenant's interest in the Research Facility and other Improvements to City and City shall pay the Purchase Price to Tenant on the date that is the later of the effective date of the termination of the Affiliation Agreement or the Closing Date established pursuant to Section 39.3(b), unless the Parties agree to a later or earlier date, and this Lease shall terminate on such date.

39.6. City's Total Lease-Back Option.

(a) Exercise of Total Lease-Back Option; Right of First Opportunity During Initial 30 Years. Provided that the Option Exercise Conditions have been satisfied, but not before the thirtieth (30th) anniversary of the Commencement Date (the "30 Year Blackout Period"), City shall exercise the Total Lease-Back Option, if at all, by delivering to Tenant written notice of City's exercise of such right (the "Total Lease-Back Exercise Notice") by the Exercise Deadline set forth in Section 39.5(a), subject to thereafter obtaining approval for such lease pursuant to Section 39.6(d) not later than nine (9) months after the Exercise Deadline. The Parties agree that City shall not have the right to exercise the Total Lease-Back Option during the 30 Year Blackout Period unless (i) agreed to by Tenant, in its sole discretion, or (ii) the Regents no longer occupies the Research Facility and intends to offer the Research Facility to a party other than a Close Regents Affiliate for lease. If the Regents intend to so offer the Research Facility to a party other than a Close Regents Affiliate during the 30 Year Blackout Period, the Regents will first notify City of the availability of the Research Facility and the terms on which it is willing to lease the Research Facility (the "ROFO Notice"). City shall have the right of first opportunity to lease the Research Facility on the terms proposed by the Regents in the ROFO Notice by delivering written notice of acceptance within forty-five days (the "ROFO Acceptance"). If City delivers the ROFO Acceptance, the Parties will promptly prepare the lease form and seek all necessary City and Regents approvals. If the City does not deliver the ROFO Acceptance or if City does not obtain all necessary City approvals within ninety (90) days following completion of the lease form, then the Regents shall have the right to lease the Research Facility to others on the terms and conditions set forth in ROFO Notice. If the Regents does not enter into a lease on the terms set forth in the ROFO Notice, and elects to change the terms on which it is willing to offer the Research Facility to a third party, it shall again offer the Research Facility to City under the process set forth above.

(b) Limitation on City's Use During Initial 30 Years of Lease Term. If City enters into a lease of the Research Facility before the end of the 30 Year Blackout Period, then at no time prior to the end of the 30 Year Blackout Period shall City use the Research Facility and other Improvements, or allow the use of the Research Facility and other Improvements, for any

purpose that would adversely affect the exclusion from gross income of interest on Tenant's Tax Exempt Financing (as defined in Section 36.6(g)) under the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations. If City requires additional information from Tenant to determine whether City's proposed use would be allowable under this Section 39.6(b), Tenant shall reasonably cooperate with City to provide such information. The foregoing shall be in addition to, and not in limitation of, Tenant's rights to disapprove a proposed sublease by City under the Master Lease in accordance with Section 39.5(g).

(c) Terms and Conditions; Rent for Lease-Back Period. Promptly following the City's exercise of the Total Lease-Back Option the Parties shall determine the Fair Market Rent for the Research Facility and other Improvements in accordance with the provisions of Section 39.7 and shall commence negotiations necessary to document the terms and conditions of the Master Lease (as defined in Section 39.5(f)).

(d) Approval of Transaction or Revocation of Option Exercise. Promptly following City's exercise of the Total Lease-Back Option and determination of the Fair Market Rent, City staff shall promptly (i) seek recommendation of approval of the Master Lease transaction from the Commission, to the extent required, and approval of the Master Lease transaction from City's Board of Supervisors, or (ii) provide Tenant with written notice that City is withdrawing the Exercise Notice, if City's Director of Property does not believe the Board of Supervisors or the Mayor will approve of the Fair Market Rent as so established.

(e) Expiration of Option Exercise; Expiration of Total Lease-Back Option. City's exercise of the Total Lease-Back Option shall be void and of no further force and effect if City withdraws the Total Lease-Back Exercise Notice as provided above. Further, except as otherwise agreed by Tenant, City's exercise of the Total Lease-Back Option shall be void and of no further force and effect if the Commission, to the extent required, or City's Board of Supervisors, fails to approve the purchase transaction by the date that is nine (9) months after the Exercise Deadline.

(f) Master Lease; Commencement of Master Lease Term. If City exercises the Total Lease-Back Option and such exercise is not voided pursuant to the foregoing provisions of this Section 39.6, City and Tenant shall enter into an agreement documenting the lease of the Research Facility and other Improvements and lease back of the Premises by City (the "Master Lease"). Except as otherwise agreed by the Parties in writing the term of such Master Lease shall commence on the Master Lease Commencement Date established pursuant to Section 39.3(b), unless the Parties agree to a later or earlier date, and Tenant shall surrender the Premises to City on such date in the condition required by the Lease and deliver possession of the Research Facility and other Improvements to City on such date, subject to the space leases in favor of Tenant described in Section 39.3(c). Except as otherwise agreed by the Parties, the Master Lease shall be on all of the terms and conditions of this Lease, modified as necessary to reflect the Master Lease transaction in a manner commercially reasonable and fair to Tenant and City, provided that City shall be the tenant and Tenant shall be the landlord, the "Premises" shall include the Property as well as the Research Facility and other Improvements, the commencement date shall be the Master Lease Commencement Date, the rent shall be the Fair Market Rent, and the following provisions shall be deleted: Article 39.

(g) Special Provisions Regarding Subleases Under Master Lease. If at any time during the term of the Master Lease (i) Tenant has outstanding tax-exempt obligations, the proceeds of which were used to finance the Improvements (herein the "Tenant's Tax-Exempt Financing"), and (ii) City desires to enter into a Sublease of part or all of the Premises with any non-governmental entity, City shall give written notice (a "Notice of Proposed Sublease") to Tenant of its intentions not later than sixty (60) days prior to the proposed effective date of such proposed Sublease. In the Notice of Proposed Sublease City shall describe the relevant facts, including:

- (1) the identity (including organizational structure) of the proposed Subtenant;

- (2) the terms (including length of the term of the proposed Sublease) and conditions of the proposed Sublease;
- (3) the proposed use of the Premises by the proposed Subtenant; and
- (4) the square footage to be used by the proposed Subtenant.

Tenant shall have the right to disapprove any proposed Sublease by written notice to City given not later than sixty (60) days after receipt of the Notice of Proposed Sublease (or, if Tenant has timely requested additional information, as provided below, not later than sixty (60) days following Tenant's receipt of the requested information) if Tenant reasonably determines (based upon consultation with nationally recognized bond counsel) that the proposed Sublease would adversely affect the exclusion from gross income of interest on Tenant's Tax Exempt Financing under the Code and applicable regulations. If Tenant requires additional information about the proposed Sublease or the proposed Subtenant to make such determination, then no later than fifteen (15) days after Tenant's receipt of the Notice of Proposed Sublease, Tenant shall provide City with a written request for such additional information. City shall promptly provide any requested additional documents or information reasonably related to the proposed transaction or Subtenant. Tenant and City shall use good faith efforts to promptly resolve any dispute about the risk that the proposed Sublease would adversely affect the exclusion of interest from gross income on Tenant's Tax Exempt Financing under the Code and applicable regulations.

Further, it shall be reasonable (1) for Tenant to disapprove a proposed Sublease if City has not supplied sufficient information (including supplemental materials reasonably requested by Tenant) to enable Tenant to make a reasonable determination (based upon consultation with nationally recognized bond counsel) that the proposed sublease will not adversely affect the exclusion from gross income of interest on Tenant's Tax Exempt Financing, and (2) if City is then in default of any of its obligations under the Master Lease, for Tenant to condition its consent on the cure of such defaults as Tenant may specify in its notice to City conditionally disapproving such Sublease.

39.7. Determination Fair Market Value Purchase Price and Fair Market Master Lease Rental Rate.

(a) Prevailing Market Rate. For the purposes of Tenant's Extension Option, the Prevailing Market Rate shall have the meaning given in Section 3.2(d).

(b) Fair Market Rent. For the purposes of City's Total Lease-Back Option, the Fair Market Rent for the Research Facility and other Improvements shall mean the space rent for comparable buildings that a willing tenant would pay, and that a willing landlord would accept, at arm's length, for space of comparable size, use and location ("Fair Market Rent").

(c) Fair Market Value Purchase Price. For the purposes of City's Purchase Option, the Fair Market Value Purchase Price for the Research Facility and other Improvements shall mean the greater of: (A) The present value of space rent for comparable buildings including "other improvements and fixed equipment" described below ("Fair Market Rent" or "FMR"), as increased by annual market rate escalation rates, less the ground lease rent (with no discount for Administrative Cost Offset Rent Credit), as increased by annual market rate escalation rates, for the period from the time of termination of the Lease to the end of the original Term of the Lease, or the end of the Extended Term, if the Extension Option has been exercised, discounted at a rate that is the average of the following rates: the prevailing competitive capitalization rate for Class A Office in the City and County of San Francisco and The Regents of the University of California's prevailing cost of debt capital, to be determined by the Appraisers (as defined below) (the "Income Approach Valuation"); (B) the Regents of the University of California's current replacement costs of the leasehold improvements at the time of termination, multiplied by a fraction (if said fraction is less than one) whose numerator is the numbers of years remaining to the end of the original Term of the Lease, or the end of the Extended Term, if the Extension

Option has been exercised and whose denominator is the useful life of the Research Facility using IRS or Marshall Valuation Tables or tables of similar nature or, in the event such tables are no longer valid, the current generally accepted similar depreciation tables with useful life to be separated between physical structure (shell and build-out) and other improvements and fixed equipment and shall exclude FF&E that are removable (the "Cost Approach Valuation"). For the purposes of the foregoing, "other improvements and fixed equipment" shall mean specific equipment installed for the purposes furthering the medical related research and work performed, versus traditional building systems and improvements of a structural nature; and (C) the unamortized balance of the initial debt issued to fund Project costs (which shall not include the Parking Replacement Contribution), provided the bond indentures of said debt were consistent with the bond indentures of general obligation debt issued by the Regents of the University of California.

(d) Determination.

(i) Appraisal Selection Notice. Within thirty (30) days following the end of the consultation period described in Section 5.2(d)(iii) in the event of Tenant's exercise of the Extension Option or within thirty (30) days following City's exercise of the Purchase Option or the Total Lease-Back Option, as applicable, each Party shall provide the other with written notice of such Party's selection of an appraiser (an "Appraiser Selection Notice"), together with a copy of such appraiser's resume.

(ii) Single Appraiser. If either Party fails to provide an Appraiser Selection Notice within such 30 day period, the appraiser proposed by the other Party shall be the sole appraiser and shall prepare an appraisal of, as applicable, (a) the Prevailing Market Rate for this Ground Lease for the Extended Term, (b) the Fair Market Purchase Price (employing both the Income Approach Valuation and the Cost Approach Valuation with the higher of the two value being the Fair Market Purchase Price), or (c) the Fair Market Rent for City's Total Lease Back Option, and the determination by such Appraiser shall be, as applicable the Prevailing Market Rate, the Fair Market Purchase Price or Fair Market Rent.

(iii) Separate Appraisals. If both Parties timely deliver the Appraiser Selection Notice, City's appraiser and Tenant's appraiser shall each make an independent determination of, as applicable (a) the Prevailing Market Rate for this Ground Lease for the Extended Term, (b) the Fair Market Purchase Price (employing both the Income Approach Valuation and the Cost Approach Valuation), or (c) the Fair Market Rent for City's Total Lease Back Option. The appraisers may share and have access to objective information in preparing their appraisals, but will independently determine the appropriate assumptions to make based on the provisions of Sections 39.7(a)-(c), this Section and each appraiser's own assessment of the market. Neither of the appraisers shall have access to the appraisal of the other (except for the sharing of objective information contained in such appraisals) until both of the appraisals are submitted in accordance with the provisions of this Section. Neither party shall communicate with the appraiser appointed by the other party regarding the instructions contained in this Section before the appraisers complete their appraisals. If either appraiser has questions regarding the instructions in this Section or the interpretation of this Lease, such appraiser shall use his or her own professional judgment and shall make clear all assumptions upon which his or her professional conclusions are based, including any supplemental instructions or interpretive guidance received from the party appointing such appraiser. There shall not be any arbitration or adjudication of the instructions to the appraisers contained in this Section. Neither party shall conduct ex parte communications with the appraiser regarding the subject matter of the appraisal. Each appraiser shall complete, sign and submit its written appraisal setting forth such appraiser's Income Approach Valuation and the Cost Approach Valuation or, if applicable, Prevailing Market Rate for the Ground Lease or Fair Market Rent determination, to the Parties within sixty (60) days after the appointment of the last of such appraisers. If the higher of the two appraisers (a) Prevailing Market Rate of the Ground Lease, (b) Fair Market Purchase Price (being the higher of an appraiser's appraised Income Approach Valuation or Cost Approach Valuation), or

(c) Fair Market Rent determination, as applicable is not more than one hundred ten percent (110%) of the lower of the appraiser's Prevailing Market Rate of the Ground Lease, Fair Market Purchase Price, or Fair Market Rent determination, as applicable, then the Prevailing Market Rate of the Ground Lease, Fair Market Purchase Price or Fair Market Rent, as applicable, shall be an average of such two (2) appraised values.

(iv) Third Appraiser. If the two appraisals differ by more than ten percent (10%) of the higher of the two, then the two appraisers shall immediately select a third appraiser who has comparable or superior qualifications of the two appraisers who will within thirty (30) days of his or her selection make a determination of the Prevailing Market Rate of the Ground Lease, Fair Market Purchase Price or Fair Market Rent and submit such determination to City and Tenant. If the first two (2) appraisers are unable to agree on the third appraiser, either appraiser, by giving ten (10) days' notice to the other appraiser, may file a petition with the American Arbitration Association solely for the purpose of selecting a third appraiser who meets the qualifications stated in this Section. This third appraisal will then be averaged with the closer of the two previous appraisals and the result shall be the Prevailing Market Rate of the Ground Lease, Fair Market Purchase Price or Fair Market Rent, as applicable. Neither party shall conduct ex parte communications with the third appraiser regarding the subject matter of the appraisal.

(v) Qualifications and Costs. All appraisers specified above shall be competent, licensed, qualified by training and experience in the City of San Francisco, and shall be a member in good standing of the Appraisal Institute (MAI), or, if the Appraisal Institute no longer exists, shall hold the senior professional designation awarded by the most prominent organization of appraisal professionals then awarding professional designations. Without limiting the foregoing, each appraiser shall have extensive experience valuing commercial real estate development sites in the City of San Francisco and experience valuing medical/research facilities. Each Party shall pay the cost of the appraiser selected by such Party and one-half of the cost of the third appraiser plus one-half of any other costs incurred in the arbitration.

39.8. Modifications to Ground Lease.

If the Affiliation Agreement is terminated and City does not exercise the Purchase Option or the Total Lease-Back Option, then, except to the extent otherwise agreed in writing by City and Tenant, this Lease shall continue on all the terms and conditions set forth in this Lease, provided that effective as of the date immediately following the effective date of the termination of the Affiliation Agreement, the following provisions shall apply:

i. Base Rent. Base Rent shall be increased to reflect the elimination of the Administrative Cost Offset Rent Credit.

ii. Permitted Use. The Permitted Use of the Premises and the Research Facility and other Improvements shall be expanded to any reasonable use that does not place an increased burden on the ZSFG campus or parking facilities and is not incompatible with the operation of the hospital campus, as reasonably determined by the Director (the "Expanded Permitted Use"). Tenant shall seek written confirmation from the Director that any proposed use other than the Permitted Use originally provided under Article 4 shall be an approved Expanded Permitted Use before such use shall be permitted under this Lease. City shall have the right to impose reasonable conditions on any such Expanded Permitted Use.

iii. Assignment of Lease. In addition to Tenant shall have the right to assign this Lease on the terms and conditions set forth in Exhibit G.

40. PARKING RELIEF PLAN

The Parties acknowledge that development of the surface parking lot for the Research

Facility will result in loss of parking for patients, staff and visitors to the ZSFG campus. During the term of the LDDA, the Parties identified certain temporary strategies to minimize the adverse impact on patients and visitors to the ZSFG campus, and memorialized such strategies in the Parking Relief Plan attached as Exhibit I (the "Parking Relief Plan"). Until such time as replacement parking is secured for the ZSFG campus, City and Tenant will implement the strategies set forth the Parking Relief Plan, and will continue to cooperate to identify and implement additional or substitute strategies, as required from time to time.

41. SPECIAL CITY PROVISIONS

41.1. Non-Liability of Appointed or Elected Officials, Employees and Agents.

No elective or appointive board, commission, member, officer, employee or other Agent of City and/or Tenant shall be personally liable to the other, or their respective successors and assigns, in the event of any default or breach by City and/or Tenant for any amount that may become due to any of them, or their successors and assigns, or for any obligation of City and/or Tenant under this Lease. Under no circumstances shall City or its respective Agents be liable under any circumstances for any consequential, incidental or punitive damages.

41.2. Wages and Working Conditions.

Tenant shall cause its construction contractor ("Contractor") to comply with Sections 1770, 1771, 1772, 1773, 1774, and 1775 of the State of California Labor Code or any successor statutes with respect to any Subsequent Construction. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the construction work is to be performed for each craft, classification, or type of worker required to perform the construction work. A copy of the general prevailing per diem wage rates will be on file at Tenant's principal facility office, posted at the Property site, and will be made available to any interested party upon request. Tenant shall require Tenant's Contractor to pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Contractor in the execution of the construction of any Subsequent Construction. Tenant shall require all construction contracts or subcontracts will include the provision that all contractors or subcontractors shall pay not less than the prevailing rates to all workers employed by such contractors or subcontractors in the execution of the construction work. Review of any civil wage and penalty assessment shall be made pursuant to section 17420 of the California Labor Code.

41.3. Non-Discrimination in Contracts and Benefits.

In the performance of this Lease, Tenant covenants and agrees that it will not discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy) because of habit, local custom, or otherwise. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, and national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or Tenant's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

41.4. No Relocation Assistance; Agreement Regarding Claims.

Tenant acknowledges and agrees that it will not be a displaced person at the time this Lease is terminated or expires by its own terms, and Tenant agrees that Tenant will not pursue any Claims against, and covenants not to sue, City, its departments, commissions, officers,

directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation; any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Lease with respect to a Taking.

41.5. 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. Tenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

41.6. Tropical Hardwood and Virgin Redwood Ban.

Pursuant to Section 804(b) of the San Francisco Environment Code, the City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as permitted by City under application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Tenant shall not provide any items to the rehabilitation or development of the Property, or otherwise in the performance of this Lease that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood products.

41.7. Limitations on the Use of Pesticides Outside of the Improvements.

DPH, in its operation of the ZSFG campus, is subject to the provisions of Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "IPM Ordinance"), which describes an integrated pest management ("IPM") policy to be implemented by all City departments. Because of the impact such pesticide use could have on the balance of the ZSFG campus, Tenant agrees to confer with City staff prior to using or applying pesticides on the outdoor areas of the Property (i.e., outside of the Improvements), or contracting with any party to provide pest abatement or control services, on the outdoor areas of Property to allow DPH staff to confer with City's Department of the Environment to ascertain the impact of such activity on the balance of the ZSFG campus. Tenant shall (i) list, to the extent reasonably possible, the types and estimated quantities of pesticides that Tenant may need to apply to the exterior portions of the Premises, (ii) describe the steps Tenant will take with respect to such outdoor areas that are consistent with City's IPM Policy described in Section 300 of the IPM Ordinance and (iii) identify, by name, title, address and telephone number, an individual to act as the Tenant's primary contact person with the City with regard to such pesticide application. Tenant shall comply, and shall require all of University's contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g) and 306 of the IPM Ordinance as if University were a City department. Among other matters, the provisions of the IPM Ordinance to which DPH is subject: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), (c) impose certain notice requirements, and (d) require DPH to keep certain records and to report to the Department of the Environment all pesticide use on City property.

Tenant agrees that if Tenant or Tenant's contractor will apply pesticides to outdoor areas at the Premises, Tenant will first obtain a written recommendation from a person holding a valid

Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and any such pesticide application shall be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license.

41.8. Drug-Free Workplace.

Tenant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises.

41.9. Prohibition of Tobacco Sales and Advertising.

Tenant acknowledges and agrees that no advertising or sale of cigarettes or tobacco products is allowed on the Premises. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

41.10. Preservative-Treated Wood Containing Arsenic.

Tenant may not purchase preservative-treated wood products containing arsenic in the performance of this Lease. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Tenant may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Tenant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

41.11. Transportation Demand Management.

Throughout the Term of this Lease Tenant will (i) carry on a transportation demand management ("TDM") program to reduce the number of single occupancy vehicles trips to the Premises and to encourage maximum use of public transportation by personnel of Tenant employed on the Premises, including, without limitation, the periodic distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Building and encouraging use of such facilities, all at Tenant's sole expense, and (2) cooperate and collaborate with City regarding overall transportation issues on the ZSFG campus.

41.12. Graffiti.

During the Term of this Lease, Tenant shall remove all graffiti from the Premises and Improvements within ten (10) days of the earlier of Tenant's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

42. GENERAL

42.1. No Implied Waiver.

No failure by City to insist upon the strict performance of any obligation of Tenant under this Lease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial Base Rent or Additional Charges during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of City, shall constitute a waiver of such breach or of City's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Lease. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. Any consent by City hereunder shall not relieve Tenant of any obligation to secure the consent of City in any other or future instance under the terms of this Lease.

42.2. Amendments.

Neither this Lease nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Whenever this Lease requires or permits the giving by City of its consent or approval, the Director of Property, or his or her designee shall be authorized to provide such approval, except as otherwise provided by applicable law, including the Charter. Any amendments or modifications to this Lease, including, without limitation, amendments to or modifications to the exhibits to this Lease, shall be subject to the mutual written agreement of City and Tenant, and City's agreement may be made upon the sole approval of the Director of Property, or his or her designee; provided, however, material amendments or modifications to this Lease (a) changing the legal description of the Premises, (b) increasing the Term, (c) increasing the Rent, (d) changing the general use of the Premises from the use authorized under Section 5.1 of this Lease, and (e) any other amendment or modification which materially increases the City's liabilities or financial obligations under this Lease shall additionally require the approval of the City's Board of Supervisors.

42.3. Authority.

If Tenant signs as a corporation or a partnership, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing entity, that Tenant has and is qualified to do business in California, that Tenant has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of Tenant are authorized to do so. Upon City's request, Tenant shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

42.4. Parties; Approvals.

The words "City" and "Tenant" as used herein shall include the plural as well as the singular. If there is more than one Tenant, the obligations and liabilities under this Lease imposed on Tenant shall be joint and several. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through City's Director of Property unless otherwise provided in this Lease, subject to applicable law.

42.5. Interpretation of Lease.

The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Lease shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Lease (including, but not limited to California Civil Code Section 1654). Provisions in this Lease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. Wherever reference is made to any provision, term or matter "in this Lease," "herein" or "hereof" or words of similar import, the reference shall be deemed to refer to any and all provisions of this Lease reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered section or paragraph of this Lease or any specific subdivision of this Lease.

42.6. Successors and Assigns.

Subject to the provisions of this Lease relating to Assignment and Subletting, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of City and Tenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any sale, assignment or transfer by City named herein (or by any subsequent landlord) of its interest in the Building as owner or lessee, including any transfer by operation of law, City (or any subsequent landlord) shall be relieved from all subsequent obligations and liabilities arising under this Lease subsequent to such sale, assignment or transfer.

42.7. Brokers.

Neither party has had any contact or dealings regarding the leasing of the Premises, nor any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Lease.

42.8. Attorney's Fees and Costs.

If either Party fails to perform any of its respective obligations under this Lease or if any material dispute arises between the Parties concerning the meaning or interpretation of any provision of this Lease, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Lease, including, without limitation, Attorneys' Fees and Costs. Any such Attorneys' Fees and Costs incurred by either Party in enforcing a judgment in its favor under this Lease shall be recoverable separately from and in addition to any other amount included in such judgment, and such Attorneys' Fees and

Costs obligation is intended to be several from the other provisions of this Lease and to survive and not be merged into any such judgment.

42.9. Severability.

If any provision of this Lease or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Lease without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Lease.

42.10. Governing Law; Selection of Forum.

The Laws of the State of California shall govern the interpretation and enforcement of this Lease. As part of the consideration for City's entering into this Lease, Tenant agrees that all actions or proceedings arising directly or indirectly under this Lease may be litigated in courts having sites within the City and County of San Francisco of the State of California, having jurisdiction of the dispute arising under this Lease, and Tenant expressly consents to the jurisdiction of any such local, state or federal court, and consents that any service of process in such action or proceeding may be made by personal service upon Tenant wherever Tenant may then be located, or by certified or registered mail directed to Tenant at the address set forth in this Lease for the delivery of notices.

42.11. Entire Agreement.

These instruments, including the exhibits, which are made a part of this Lease, contain the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease. Tenant hereby acknowledges that neither City nor City's Agents have made any representations or warranties with respect to the Premises, the Building or this Lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein.

42.12. Time of Essence.

Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

42.13. Cumulative Remedies.

All rights and remedies of either Party set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

42.14. Survival of Indemnities.

Termination of this Lease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Lease, nor shall it affect any provision of this Lease that expressly states it shall survive termination hereof.

42.15. Relationship of the Parties.

The subject of this Lease is a private development with neither Party acting as the agent of the other Party in any respect. None of the provisions in this Lease shall be deemed to render City a partner in Tenant's business, or joint venturer or member in any joint enterprise with Tenant. This Lease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

42.16. Light and Air.

Tenant covenants and agrees that no diminution of light, air or view by any structure that may hereafter be erected (whether or not by City) shall entitle Tenant to any reduction of the Base Rent or Additional Charges under this Lease, result in any liability of City to Tenant, or in any other way affect this Lease or Tenant's obligations hereunder.

42.17. Options Personal.

Any right or option to extend the Term of this Lease is personal to the original Tenant and may be exercised only by the original Tenant while occupying the Premises who does so without the intent of thereafter making any Assignment of this Lease or Subletting of the Premises, or any portion thereof, and may not be exercised by or assigned, voluntarily or involuntarily, by or to any person or entity other than Tenant. The options, if any, herein granted to Tenant are not assignable separate and apart from this Lease, nor may any option be separated from this Lease in any manner, either by reservation or otherwise.

42.18. No Third Party Beneficiaries.

This Lease is for the exclusive benefit of the Parties and not for the benefit of any other party and shall not be deemed to have conferred any rights, express or implied, upon any other party.

42.19. Counterparts.

This Lease may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

42.20. Recordation.

On the Effective Date, City and Tenant shall execute the memorandum of lease in the form attached to the LDDA (the "Memorandum of Lease"), and City shall cause the Memorandum of Lease to be recorded in the Official Records of the City and County of San Francisco within five (5) business days thereafter. Promptly upon City's request following the expiration of the Term or any other termination of this Lease, Tenant shall deliver to City a duly executed and acknowledged quitclaim deed suitable for recordation in the Official Records and in form and content satisfactory to City and the City Attorney, for the purpose of evidencing in the public records the termination of Tenant's interest under this Lease. City may record such quitclaim deed at any time on or after the termination of this Lease, without the need for any approval or further act of Tenant.

42.21. Extensions by City.

Upon the request of Tenant, City, acting through the Director of Property, in its sole discretion may, by written instrument, extend the time for Tenant's performance of any term, covenant or condition of this Lease or permit the curing of any default upon such terms and conditions as it determines appropriate, including but not limited to, the time within which Tenant must agree to such terms and/or conditions, provided, however, that any such extension or permissive curing of any particular default will not operate to release any of Tenant's obligations nor constitute a waiver of City's rights with respect to any other term, covenant or condition of this Lease or any other default in, or breach of, this Lease or otherwise effect the

time of the essence provisions with respect to the extended date or other dates for performance under this Lease.

42.22. Effective Date.

This Lease shall become effective on the Effective Date, as defined in the Basic Lease Information in Article 1.

42.23. Further Assurances.

The Parties agree to execute and acknowledge such other and further documents and take such other reasonable actions as may be necessary or reasonably required to effectuate the terms of this Lease. The Director of Property is authorized to execute on behalf of City any closing or similar documents and any contracts, agreements, memoranda or similar documents with State, regional or local entities or other Persons that are necessary or proper to achieve the purposes and objectives of this Lease and do not materially increase the obligations of City under this Lease, if the Director of Property determines, in consultation with City Attorney, that the document is necessary or proper and in City's best interests. The Director of Property's signature of any such document shall conclusively evidence such a determination by him or her. Further, the parties reserve the right, upon mutual agreement of the Director of Property and Tenant, to enter into memoranda of technical corrections hereto to reflect any non-material changes in the actual legal description and square footages of the Premises or the Research Facility, and upon full execution thereof, such memoranda shall be deemed to become a part of this Lease.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL THE CITY'S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION OR ENACTED AN ORDINANCE APPROVING THIS LEASE AND AUTHORIZING CONSUMMATION OF THE TRANSACTION CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION OR ENACTMENT OF SUCH AN ORDINANCE, AND THIS LEASE SHALL BE NULL AND VOID UNLESS THE CITY'S MAYOR AND BOARD OF SUPERVISORS APPROVE THIS LEASE, IN THEIR RESPECTIVE SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS LEASE BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[No further text this page.]

IN WITNESS WHEREOF, City and Tenant have executed this Lease as of the day and year first above written.

Tenant:

**The Regents of the University of California, a
California public corporation**

By: _____
Name: _____
Title: _____
Date signed: _____

Approved as to Form for Tenant:

By: _____

University Counsel

City:

**City and County of San Francisco,
a municipal corporation**

By: _____
JOHN UPDIKE
Director of Property
Date signed: _____

By: _____
BARBARA A. GARCIA, MPA
Director of Public Health
Date signed: _____

Approved as to Form for City:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan
Deputy City Attorney

EXHIBIT A

PROPERTY

EXHIBIT A-1

DESCRIPTION OF PROPERTY

[Attached]

EXHIBIT A-2

DEPICTION OF PROPERTY

[Attached]

EXHIBIT B

RESEARCH FACILITY BUILDING PROJECT REQUIREMENTS

EXHIBIT B-1

RESEARCH FACILITY BUILDING SCHEME

[Attached]

EXHIBIT B-2

APPLICABLE CODES AND REQUIREMENTS FOR RESEARCH FACILITY BUILDING

STATUTORY AND JURISDICTIONAL REGULATIONS

A. Perform the Work in accordance with Applicable Code Requirements and applicable requirements of all other regulatory agencies, including, but not limited to, the following:

1. California Code of Regulations, Title 8, Industrial Safety
 2. California Code of Regulations, Title 13, Hazardous Material Transportation
 3. California Code of Regulations, Title 17, Radiation Safety.
 4. California Code of Regulations, Title 19, Public Safety
 5. California Code of Regulations, Title 20, Public Utilities and Energy.
 6. California Code of Regulations, Title 21, Public Works.
 7. California Code of Regulations, Title 23, Underground Storage Tank Regulations.
 8. California Code of Regulations, Title 24, California Building Standards Code
 - a. Part 1, Administrative Regulations.
 - b. Part 2, California Building Code
 - c. Part 3, the California Electrical Code.
 - d. Part 4, the California Mechanical Code.
 - e. Part 5, the California Plumbing Code.
 - f. Part 6, the California Energy Code.
 - g. Part 8 - California Historical Building Code
 - h. Part 9, the California Fire Code.
 - i. Part 10 - California Existing Building Code
 - j. Part 11 - California Green Building Standards Code (CALGreen)
 - k. Part 12, State Referenced Standards Code.
 9. California Code of Regulations, Title 25, Housing and Community Development.
 10. California Code of Regulations, Title 26, Toxics.
 11. UC Facilities Manual (<http://www.ucop.edu/construction-services/facilities-manual/index.html>)
 12. University Policies (<http://www.ucop.edu/construction-services/facilities-manual/volume-1/vol-1-chapter-5.html#5-1>)
- B. Unless otherwise specified, specific references to codes, regulations, standards, manufacturer's instruction, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the latest edition of each, as applicable to the Regents, in effect at the delivery date.

EXHIBIT C

**ACCESS LICENSE AREA
AND
SIDEWALK AREAS**

EXHIBIT C-1

ACCESS LICENSE AREA

[Attached]

EXHIBIT C-2

DEPICTION OF SIDEWALK MAINTENANCE AREAS

[Attached]

EXHIBIT D

**MITIGATION AND IMPROVEMENT MEASURES
AND
CONDITIONS TO GENERAL PLAN REFERRAL**

EXHIBIT D-1

AGREEMENT TO IMPLEMENT MITIGATION AND IMPROVEMENT MEASURES

[Attached]

EXHIBIT D-2

CONDITIONS TO GENERAL PLAN REFERRAL

EXHIBIT E

SPECIFIC CITY SUBLEASE REQUIREMENTS

[NOTE: To be updated after terms of the Lease are finalized, if applicable. Delete this note prior to Lease execution.]

Except as otherwise approved by the City in writing, each Sublease shall include the following provisions:

1. Subject to Lease. A provision describing this Lease and providing that (a) the leasehold of the Subtenant is subject to this Lease, (b) the Subtenant shall not perform, or cause to be performed, any act in violation of this Lease, and (c) if any provision of the Sublease is inconsistent with any provision of this Lease, this Lease shall control.
2. City as Beneficiary. A provision providing that City shall be a third-party beneficiary of the Sublease.
3. Indemnification and Release. An indemnification clause and release of claims provision identical to that set forth in Article 18, provided that references to Tenant shall be changed to Subtenant, references to the Premises shall be changed to refer to the subleased premises, and references to Subtenant shall be changed to refer to sub-subtenants.
4. Insurance. A provision requiring the Subtenant to provide liability and other insurance in form and amounts reasonably approved by City's Risk Manager from time to time, with a clause requiring the Subtenant to cause to be named as additional insureds under all liability and other insurance policies "The City and County of San Francisco, and its Officers, Agents, Employees and Representatives" and acknowledging City's rights to demand increased coverage to normal amounts consistent with the Subtenant's business activities on the subleased premises. Tenant shall submit the insurance provision of Tenant's standard Sublease form to City for approval by the Risk Manager prior to entering into any Subleases using such form, and Tenant shall submit such insurance provision annually to City for approval or revision by the Risk Manager.
5. Effect of Master Lease Termination. A provision stating that if for any reason whatsoever this Lease is terminated, such termination shall at City's election operate to terminate the Sublease, except as otherwise provided in any non-disturbance agreement executed by City.
6. Payment of Rent on Default. A provision directing Subtenant to pay the Sublease rent and other sums due under the Sublease directly to City upon receiving written notice from City that a Tenant Event of Default has occurred.
7. Waiver of Relocation Assistance. A provision in which the Subtenant expressly agrees not to seek any and all relocation assistance and benefits in connection with this Lease.
8. City Entry Rights. A provision similar to Article 36, requiring the Subtenant to permit City to enter the subleased premises for the purposes specified in Article 36 and acknowledging and agreeing that City shall have all of the rights of access to the subleased premises described in this Lease.
9. Sublease and Assignment Profit Sharing. A provision requiring profit sharing between Tenant and the Subtenant in the event of a sub-sublease or assignment of the Sublease.

10. Estoppel Certificate for City. A provision requiring the Subtenant to execute, acknowledge and deliver to City, within fifteen (15) business days after request, a certificate stating to the best of the Subtenant's knowledge after diligent inquiry (a) the Sublease is unmodified and in full force and effect (or, if there have been modifications, that the Sublease is in full force and effect, as modified, and stating the modifications or, if the Sublease is not in full force and effect, so stating), (b) the dates, if any, to which any rent and other sums payable under the Sublease have been paid, (c) that no notice has been received by the Subtenant of any default hereunder which has not been cured, except as to defaults specified in such certificate, and (d) that Tenant is not then in default under the Sublease (or if Tenant is then in default, describing such default).

11. Pesticide Prohibition. A provision incorporating the requirements of Section 41.7 of this Lease, regarding compliance with City's Pesticide Ordinance.

12. Non-Discrimination. A provision incorporating the requirements of Section 41.3 of this Lease, regarding non-discrimination.

13. Prohibition on Tobacco and Alcohol Advertising. A provision substantially as follows:

Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including property that is the subject of this Sublease. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local or, nonprofit or other entity designed to (i) communicate the health hazards of cigarettes or/and tobacco products, or to (ii) encourage people not to smoke or to stop smoking.

[NOTE: INCLUDE THE FOLLOWING SECTION EXCEPT FOR WHEN THE SUBLEASED PREMISES IS USED FOR THE OPERATION OF A RESTAURANT OR OTHER FACILITY OR EVENT WHERE THE SALE, PRODUCTION OR CONSUMPTION OF ALCOHOL IS PERMITTED:

Subtenant acknowledges and agrees that no advertising of alcoholic beverages is allowed on the premises. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.]

14. No Personal Liability of City Personnel. A provision stating that no elective or appointive board, commission, member, officer, employee or other agent of City shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by City under the Lease or Sublease, or for any amount that may become due to Subtenant, its successors and assigns, or for any obligation of City under the Lease or Sublease.

15. MacBride Principles – Northern Ireland. A clause identical to that set forth in Section 41.5, provided that references to Tenant shall be changed to Subtenant.

16. Tropical Hardwood/Virgin Redwood Ban. A clause identical to that set forth in Section 41.6, provided that references to Tenant shall be changed to Subtenant and references to the Premises shall be changed to the subleased premises.

17. Resource-Efficient Building Ordinance. A provision substantially as follows:

Subtenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 713 relating to green building requirements for the design, construction, and operation of buildings owned or leased by City. Subtenant hereby agrees that it shall comply with all applicable provisions of such code sections.

18. Drug-Free Workplace. If any federal grants apply to the subleased premises, a clause identical to that set forth in Section 41.18, provided that the reference to Tenant shall be changed to Subtenant and the reference to the Lease shall be changed to the Sublease.

19. Preservative Treated Wood Containing Arsenic. A clause identical to that set forth in Section 41.10, provided that references to Tenant shall be changed to Subtenant.

20. Food Service Waste Reduction Ordinance. A provision substantially as follows:

Subtenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, with respect to food sold or produced that the premises that are the subject of this Sublease, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Sublease as though fully set forth herein. This provision is a material term of this Sublease. By entering into this Sublease, Subtenant agrees that if it breaches this provision, Landlord, as tenant under the Master Lease, will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting Landlord's other rights and remedies, Subtenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Landlord, as tenant under the Master Lease, will incur based on the violation, established in light of the circumstances existing at the time this Sublease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Landlord, as tenant under the Master Lease, because of Subtenant's failure to comply with this provision.

21. Conflicts of Interest. A provision substantially as follows:

Subtenant certifies that it has made a complete disclosure to Landlord and City of all facts bearing on any possible interests, direct or indirect, which Subtenant believes any officer or employee of the City presently has or will have in this Sublease or in the performance thereof or in any portion of the profits thereof. Willful failure by Subtenant to make such disclosure, if any, shall constitute grounds for termination of this Sublease.

EXHIBIT F

RELINQUISHED PREMISES

Prepare and attach the following:

EXHIBIT F-1 Description of Relinquished Premises

EXHIBIT F-2 Description of Existing Occupancy Agreement

[If applicable: EXHIBIT F-3 Special Agreements Regarding Condition of Surrender]

EXHIBIT F-1

Description of Relinquished Premises

[Attached]

EXHIBIT F-2

Description of Existing Occupancy Agreements

[Attached]

EXHIBIT F-3

Special Agreements Regarding Condition of Surrender

[Attached]

EXHIBIT G

TERMS AND CONDITIONS APPLICABLE TO ASSIGNMENT OF LEASE FOLLOWING TERMINATION OF AFFILIATION AGREEMENT

[NOTE: To be updated after terms of the Lease are finalized, if applicable. Delete this note prior to Lease execution.]

EXHIBIT H

AGREEMENT REGARDING HIRING OPPORTUNITIES

Local Hiring Program

Tenant has adopted voluntarily construction hiring goals of at least 30% of total construction hours to be performed by qualified San Francisco resident construction tradespersons on certain of its construction projects. Tenant's intent in adopting its voluntary hiring goals is to strengthen the economic opportunities it provides to the community, increase employment opportunities for San Francisco residents and engage local unions in innovative partnerships.

Tenant's Office of Strategic Community and University Relations has general oversight of this voluntary program through the management of Tenant's Community Construction Outreach Program ("CCOP"). The CCOP is charged with ensuring that San Francisco resident workers are made aware of employment opportunities, and are fairly and equitably considered for hire at the time job opportunities become available.

Tenant will apply its voluntary construction hiring goals to the construction of the Project.

Tenant commits to the following over the course of the Project's construction:

- Tenant will make every good faith effort to reach its goal of at least 30% of total construction hours to be performed by qualified San Francisco resident tradespersons.
- Tenant will require the Project's prime contractor and all subcontractors to make a good faith effort to assist Tenant in reaching the 30% voluntary goal.
- Tenant will require the Project's prime contractor to appoint a full-time staff member ("Project Manager") responsible for ensuring that the prime contractor and all subcontractors make every good faith effort to ensure that 30% of the Project's total construction hours are performed by qualified resident tradespeople. The Project Manager will work in partnership with the CCOP Director.
- Specifically, the Project Manager, will:
 - Create a Crew Work Projection plan (representing prime contractor and all subcontractors) for the duration of the Project which identifies local hire opportunities.
 - Identify and coordinate local name-call opportunities, refer qualified local name-call opportunities to the prime contractor and the subcontractors, follow up with the referred local name-call individuals to inquire about their experience.
 - Attend all pre-construction meetings and all regular prime contractor and subcontractor working meetings throughout the course of the Project, as required by Tenant, to review local hiring goals and progress.
 - Ensure that the prime contractor and all subcontractors provide Tenant in a timely manner monthly certified payroll reports via the LCP tracker system.

- Track actual resident hiring statistics on a monthly basis and provide a quarterly report to the CCOP Director documenting the Project's local hire statistics, as well as relevant workforce demographics. The report will also articulate the ways in which the prime contractor and the subcontractors are making a good faith effort to help the Project achieve the 30% voluntary goal.
- Tenant will retain CityBuild Academy, a program of the San Francisco Office of Economic and Workforce Development (OEWD), at an annual cost of \$200,000, to identify and refer qualified San Francisco resident construction tradespersons for the Project during its construction. This will not preclude Tenant or its prime contractor or subcontractors from utilizing their own sources for identifying and hiring qualified resident tradespersons. The retention of CityBuild will commence no later than 90 days prior to the Project's construction start and continue until the Tenant receives a notice of occupancy. Tenant shall notify CityBuild of the Project's construction start date 120 days prior to start of construction. CityBuild's engagement with Tenant shall be managed by the Office of Strategic Community and University Relations, under the direction of the CCOP Director.
- The CCOP Director and Project Manager will meet monthly with OEWD to review the Project's hiring progress, including a review of total construction hours performed by San Francisco resident workers in the prior month.

It is recognized that over the Term of the Lease, it may be necessary for Tenant to renovate or otherwise execute improvements to the Project. Tenant will apply its voluntary local hiring goal as described in this Exhibit, with the City as a partner, to these improvements as follows:

- In years 1-25 of the Lease, when the total cost of a construction project exceeds \$1.5 million.
- In years 26-50, when the total cost of a construction project exceeds \$3.5 million.
- In years 51-75, when the total cost of a construction project exceeds \$6 million.

Further, Tenant recognizes that its ability to realize its voluntary local hiring goal depends, in part, on the availability of qualified resident tradespersons. Tenant further recognizes that the CityBuild Academy Pre-Apprenticeship Training Program provides hands-on training in 26 building trades, as well as employment referral and supportive services. Therefore, Tenant commits to supporting the training of resident tradespeople through two annual contributions to CityBuild Academy, a contribution of \$250,000, to be paid 90 days prior to the Project's construction start, and a second contribution of \$250,000, to be paid 12 months after the first payment is made.

EXHIBIT I

MEMORANDUM REGARDING PARKING RELIEF PLAN

EXHIBIT J

TRANSPORTATION DEMAND MANAGEMENT

EXHIBIT K

NOTICE OF COMMENCEMENT DATE

[Date]

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

RE: Acknowledgement of Commencement Date, Ground Lease Between the Regents of the University of California (Tenant), and the City and County of San Francisco (Landlord), for Premises comprising a portion of the campus of The Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center

Dear Mr. Updike:

This letter will confirm that for all purposes of the Lease, the Commencement of the Lease is _____, 20__.

Please acknowledge your acceptance of this letter by signing and returning a copy of this letter.

Very truly yours,

By: _____
Title: _____

Accepted and Agreed:

By: _____
John Updike
Director of Property

Dated: _____

EXHIBIT L

WAIVED OR MODIFIED CITY REQUIREMENTS APPLICABLE TO TRANSFEREES

All of the provisions set forth in Exhibit E shall be applicable to Transferees, as well as the following:

1. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate

In the performance of this Lease, Tenant agrees not to discriminate against any employee, any City employee working with Tenant, or applicant for employment with Tenant, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subleases and Other Subcontracts

Tenant shall include in all Subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such Subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Tenant shall incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Tenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Lease.

(c) Non-Discrimination in Benefits

Tenant does not as of the date of this Lease and will not during the term of this Lease, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) CMD Form

As a condition to this Lease, Tenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division. Tenant hereby represents that prior to execution of this Lease, (i) Tenant executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved such form.

(e) Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Tenant shall comply fully with and be bound by all of the provisions that apply to this Lease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Tenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Lease may be assessed against Tenant and/or deducted from any payments due Tenant.

2. Local Hiring. The following provision will apply instead of existing Exhibit H:

Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 23.62 (the "Local Hiring Requirements"). Tenant Improvements and Alterations (as defined in Section 7.1) are subject to the Local Hiring Requirements unless the cost for such work is (i) estimated to be less than \$750,000 per building permit or (ii) meets any of the other exemptions in the Local Hiring Requirements. Tenant agrees that it shall comply with the Local Hiring Requirements to the extent applicable. Before starting any Tenant Improvement Work or any Alteration, Tenant shall contact City's Office of Economic Workforce and Development ("OEWD") to verify if the Local Hiring Requirements apply to the work (i.e., whether the work is a "Covered Project").

Tenant shall include, and shall require its subtenants to include, a requirement to comply with the Local Hiring Requirements in any contract for a Covered Project with specific reference to San Francisco Administrative Code Section 23.62. Each such contract shall name the City and County of San Francisco as a third party beneficiary for the limited purpose of enforcing the Local Hiring Requirements, including the right to file charges and seek penalties. Tenant shall cooperate, and require its subtenants to cooperate, with the City in any action or proceeding against a contractor or subcontractor that fails to comply with the Local Hiring Requirements when required. Tenant's failure to comply with its obligations under this Section shall constitute a material breach of this Lease. A contractor's or subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.62 against the breaching party.

3. Prevailing Wages and Working Conditions. The following provision will apply instead of existing Section 41.2:

Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 23.61. Tenant shall require its Contractors and Subcontractors performing (i) labor in connection with a "public work" as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the Premises to (1) pay workers performing such work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, "Prevailing Wage Requirements"). Tenant agrees to cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

Tenant shall include, and shall require its subtenants, and Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract shall name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with San Francisco Administrative Code Section 23.61. Tenant's failure to comply with its obligations under this Section shall constitute a material breach of this Lease. A Contractor's or Subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party. For the current Prevailing Rate of Wages, see www.sfgov.org/olse or call the City's Office of Labor Standards Enforcement at 415-554-6235.

4. Sunshine Ordinance.

Tenant understands and agrees that the City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (California Gov't Code Section 6250 et seq.), apply to this Lease and any and all records, information, and materials submitted to the City in connection with this Lease. Accordingly, any and all such records, information, and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law. Tenant hereby authorizes the City to disclose any records, information, and materials submitted to the City in connection with this Lease.

5. Bottled Drinking Water.

Unless exempt, Tenant agrees to comply fully with and be bound by all of the provisions of the San Francisco Bottled Water Ordinance, as set forth in San Francisco Environment Code Chapter 24, including the administrative fines, remedies, and implementing regulations provided in that statute, as the same may be amended from time to time. The provisions of Chapter 24 are incorporated by reference and made a part of this Sublease as though fully set forth.

6. Food Service Waste Reduction.

Tenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided in that statute, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated in this Lease by reference and made a part of this Permit as though fully set forth in this Lease. This provision is a material term of this Lease. By entering into this Lease, Tenant agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Tenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Lease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Tenant's failure to comply with this provision.

7. Criminal History in Hiring and Employment Decisions.

Unless exempt, Tenant agrees to comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions; "Chapter 12 T"), which are hereby incorporated as may be amended from time to

time, with respect to applicants and employees of Tenant who would be or are performing work at the Premises.

Tenant shall incorporate by reference the provisions of Chapter 12T in all subleases of some or all of the Premises, and shall require all Subtenants to comply with such provisions. Tenant's failure to comply with the obligations in this Subsection shall constitute a material breach of this Lease.

Tenant and any Subtenants shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (i) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (ii) participation in or completion of a diversion or a deferral of judgment program; (iii) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (iv) a Conviction or any other adjudication in the juvenile justice system; (v) a Conviction that is more than seven years old, from the date of sentencing; or (vi) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

Tenant and any Subtenants shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in Subsection (c) above. Tenant and Subtenants shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

Tenant and any Subtenants shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Tenant or subtenant at the Premises, that the Tenant or subtenant will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

Tenant and any Subtenants shall post the notice prepared by the Office of Labor Standards Enforcement ("OLSE"), available on OLSE's website, in a conspicuous place at the Premises and at other workplaces within San Francisco where interviews for job opportunities at the Premises occur. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the Premises or other workplace at which it is posted.

Tenant and any Subtenants understand and agree that upon any failure to comply with the requirements of Chapter 12T, City may pursue any rights or remedies available under Chapter 12T or this Lease, including but not limited to a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Lease.

If Tenant has any questions about the applicability of Chapter 12T, it may contact the City's Real Estate Division for additional information. City's Real Estate Division may consult with the Director of the City's Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

8. Health Care Accountability Ordinance.

Unless exempt, Tenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Lease as though fully set forth. The text of the HCAO is

available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Lease shall have the meanings assigned to such terms in Chapter 12Q.

- a) For each Covered Employee, Tenant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Tenant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b) Notwithstanding the above, if the Tenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with subsection (a) above.
- c) Tenant's failure to comply with the HCAO shall constitute a material breach of this Lease. City shall notify Tenant if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Lease for violating the HCAO, Tenant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Tenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- d) Any Subcontract entered into by Tenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Tenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Tenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Tenant based on the Subcontractor's failure to comply, provided that City has first provided Tenant with notice and an opportunity to obtain a cure of the violation.
- e) Tenant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Tenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f) Tenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g) Tenant shall keep itself informed of the current requirements of the HCAO.
- h) Tenant shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- i) Tenant shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five (5) business days to respond.
- j) City may conduct random audits of Tenant to ascertain its compliance with HCAO. Tenant agrees to cooperate with City when it conducts such audits.

- k) If Tenant is exempt from the HCAO when this Lease is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000) (Fifty Thousand Dollars (\$50,000) for nonprofits), but Tenant later enters into an agreement or agreements that cause Tenant's aggregate amount of all agreements with City to reach Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Tenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

9. Vending Machine – Nutritional Standards.

Tenant shall not install or permit any vending machine on the Premises without the prior written consent of the Director of Property. Any permitted vending machine must comply with the food nutritional and calorie labeling requirements set forth in San Francisco Administrative Code section 4.9-1(c), as may be amended from time to time (the "Nutritional Standards Requirements"). Tenant agrees to incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the Premises or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section 28.48 shall be deemed a material breach of this Lease. Without limiting Landlord's other rights and remedies under this Lease, Landlord shall have the right to require the immediate removal of any vending machine on the Premises that is not permitted or that violates the Nutritional Standards Requirements. In addition, any restaurant located on the Premises is encouraged to ensure that at least 25% of Meals offered on the menu meet the nutritional standards set forth in San Francisco Administrative Code section 4.9-1(e), as may be amended.

10. All-Gender Toilet Facilities.

If applicable, Tenant shall comply with San Francisco Administrative Code Section 4.1-3 requiring at least one all-gender toilet facility on each floor of any new building on City-owned land. An "all-gender toilet facility" means a toilet that is not restricted to use by persons of a specific sex or gender identity by means of signage, design, or the installation of fixtures, and "extensive renovations" means any renovation where the construction cost exceeds 50% of the cost of providing the toilet facilities required by this section.

11. Taxes, Assessments, Licenses, Permit Fees and Liens. The following provision will apply instead of existing Section 8.1:

(a) Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied on such interest.

(b) Tenant agrees to pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the leasehold interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Tenant's usage of the Premises that may be imposed upon Tenant by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Tenant agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that Tenant, if so desiring, may have reasonable opportunity to contest the validity of the same.

(d) San Francisco Administrative Code Sections 23.38 and 23.39 require that the City and County of San Francisco report certain information relating to this Lease, and any renewals thereof, to the County Assessor within sixty (60) days after any such transaction, and that Tenant report certain information relating to any assignment of or sublease under this Lease to the County Assessor within sixty (60) days after such assignment or sublease transaction. Tenant agrees to provide such information as may be requested by the City to enable the City to comply with this requirement.

12. First Source Hiring Agreement.

For any commercial space within the Premises, Tenant or Subtenant (as applicable) shall enter into a First Source Hiring Agreement as set forth in San Francisco Administrative Code, Chapter 83 (the "First Source Agreement"). Any default by Tenant under the First Source Agreement shall be a default under this Lease.

ATTACHMENT 1

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS IN CONNECTION WITH THE APPROVAL OF THE GROUND LEASE AND LEASE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE RESEARCH BUILDING AT THE PRISCILLA CHAN AND MARK ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL AND TRAUMA CENTER AT THE SAN FRANCISCO CAMPUS

I. INTRODUCTION

These Findings are made by the San Francisco Department of Public Health (“SFDPH”) in its capacity as a responsible agency pursuant to the California Environmental Quality Act, California Public Resources Code sections 21000 et seq., (“CEQA”) with respect to approval of the ground lease of the B/C parking lot, and the lease disposition and development agreement (the “LDDA”), between the City and County of San Francisco (the “City”) and the University of California (“University” or “UCSF”), for the UCSF Research Building at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center Campus (“ZSFG”). The University, as the lead agency pursuant to CEQA and the State CEQA Guidelines, 14 California Code of Regulations Sections 15000 et seq. (the “CEQA Guidelines”), prepared a Final Environmental Impact Report (“Final EIR”) for the UCSF Research Building and City Parking Garage Expansion at the ZSFG (the “Project”). The Research Building will be developed on the B/C parking lot at Twenty-Third Street between Vermont and Utah streets in accordance with the LDDA and ground lease. These findings are made in light of substantial evidence in the record of Project proceedings, including but not limited to, the Final EIR.

There have been no changes to the Project, no changes in circumstances, and no new information regarding a new significant impact or a substantial increase in the severity of a significant impact requiring major revisions in the Final EIR since The Regents’ certification of the Final EIR on November 17, 2016. Therefore, there are no circumstances that might require preparation of a subsequent or supplemental EIR or an addendum EIR to the Final EIR. Thus, for purposes of SFDPH’s approval action, no further environmental analysis is required. SFDPH hereby issues these Findings and concurrently approves the ground lease of the B/C parking lot and the LDDA in support of the Research Building component of the Project.

This document is organized as follows:

Article II describes the Research Building component of the Project and the environmental review process undertaken by the University.

Article III describes the actions to be taken by SFDPH in its capacity as a responsible agency.

Article IV sets forth findings as to significant impacts related to SFDPH’s approval action as identified in Article III, and discusses the relevant mitigation measures and the

significance of impacts after implementation of the mitigation measures proposed in the Final EIR to mitigate significant environmental effects. **Exhibit A**, attached to these findings, contains the Mitigation Monitoring and Reporting Program (“MMRP”) adopted by The Regents.

Article V provides the basis for the SFDPH’s approval of the Research Building component of the Project and a description of the alternatives included in the Final EIR. This Article summarizes The Regents’ Findings concerning the alternatives.

Article VI identifies the unavoidable, significant adverse impacts of the Research Building component of the Project that have not been mitigated to a level of insignificance by the adoption of mitigation measures as provided in Article V.

Article VII contains a Statement of Overriding Considerations, setting forth specific basis of and facts supporting SFDPH’s approval of the Project despite the significant unavoidable impacts discussed in Article VI.

II. PROJECT DESCRIPTION AND CEQA PROCESS

A. Project Description

UCSF occupies approximately 297,000 gross square feet (gsf) of research labs, office, and clinic space on the ZSFG campus in ten buildings (Buildings 1, 3, 5, 9, 10, 20, 30, 40, 80/90, and 100). The UC Seismic Safety Policy applies to any location that houses UC employees; therefore, the policy requires that UCSF occupants be located in seismically safe buildings. Except for Building 3, the Community Health Network building located at 2789 Twenty-Fifth Street, and Building 25, the New Acute Care Hospital, all other ZSFG buildings occupied by UCSF employees are seismically compromised and require extensive upgrades or must be vacated.

To comply with the UC Seismic Safety Policy, UCSF proposes to acquire a long-term interest, through a ground lease with the City, for the B/C surface parking lot (B/C Lot) along Twenty-Third Street. UCSF would construct a new, seismically robust research building on the site for its employees who are in seismically compromised space on the ZSFG campus. The new building may also accommodate UCSF employees who are currently located off the ZSFG campus in leased space, working in programs that would benefit by relocating to the ZSFG campus. UCSF intends to continue to occupy Building 3, which is seismically safe. UCSF employees also may remain in Building 5 (the existing hospital) if it were to be seismically retrofitted in the future.

The proposed Research Building component of the Project would contain wet and dry labs and office space to be relocated from current locations on the ZSFG campus. In addition, the proposed building may accommodate ZSFG departments currently in off-site leases that could relocate to the ZSFG campus. The proposed research building would be about 175,000 gsf, and five-stories in height, plus a mechanical penthouse. The building height would be about 80 feet to the top of the fifth story, plus an additional 12 feet to accommodate rooftop mechanical

equipment. The building would be set back from adjacent streets and surrounded by landscaping. The building footprint would allow for the creation of a new one-way eastbound urban driveway between the new building and Building 5. This redesigned area would include the drop off area for Urgent Care services that will be relocated to Building 5 as part of the new hospital project; 30 surface parking spaces; and new landscaping and pedestrian circulation features. In addition, the Hearty Café trailer and fountain would be relocated to the north side of this new street. The existing driveway that provides access to the ZSFG emergency room would be eliminated. The existing gatehouse, switchgear facility, fence along Twenty-Third Street, and Stiff Loops sculpture would be retained in their current locations. Upon completion of the proposed building, approximately 680 UCSF employees would be relocated from existing facilities on the ZSFG campus to the new research building. In addition, about 120 employees could relocate from off-campus leased space to the new facility.

B. CEQA Process and Preparation of the Final EIR

Pursuant to CEQA, the CEQA Guidelines and University procedures for implementation of CEQA, a project-level Environmental Impact Report was prepared for the Project ("Draft EIR") (State Clearinghouse Number 2015102010).

On October 6, 2015, a Notice of Preparation ("NOP"), including an Initial Study, was published for the Project's EIR. The 30-day public comment period ended on November 5, 2015. A copy of the NOP/Initial Study is included in Appendix A of the Initial Study. A scoping meeting was held on October 21, 2015, in the Cafeteria on the ZSFG campus, to accept public input on environmental topics to be analyzed in the EIR and approaches to the impact analyses. Written and oral comments received on the NOP are included in Appendix B of the Draft EIR. The Draft EIR was published on March 23, 2016, commencing a 45-day public review period ending on May 9, 2016. Notices of availability of the document were distributed to the public and advertised in the San Francisco Examiner and two neighborhood newspapers – the Potrero View and El Tecolote. The University also mailed postcards to nearly 2,800 residences and businesses surrounding the Project site, and provided written notification to a comprehensive mailing list that included adjacent property owners, community groups, neighbors, and other individuals. The University emailed notice to about 115 individuals and organizations on the University's neighborhood listserv. Copies of the Draft EIR were placed at various branches of the San Francisco Public Library (Main Library, Mission branch, Potrero Hill branch, Bernal Heights branch, and Mission Bay branch) and at the UCSF Mission Bay campus library. The Draft EIR was posted online on the Campus Planning website. The Draft EIR was sent to the State Clearinghouse and to other local and regional agencies. A public hearing for the Draft EIR was held on April 21, 2016, and a transcript of the public hearing can be found in Section 9.2 of the Final EIR.

The Final EIR contains all of the comment letters received during the public comment period, as well as a transcript of the public hearing held on April 21, 2016. The Final EIR also contains responses to those comments, which the University prepared in accordance with CEQA, the CEQA Guidelines, and the University's procedures for implementing CEQA. The Board of Regents of the University ("The Regents") reviewed the comments received and the responses

thereto and found that the Final EIR provides adequate, good faith, and reasoned responses to those comments.

On November 17, 2016, The Regents certified the Final EIR as adequate as required by CEQA; adopted CEQA Findings related to the Research Building component of the Project; adopted the MMRP for the Research Building component of the Project; and adopted a statement of overriding considerations relating to the significant and unavoidable impacts of the Research Building component of the Project.

C. Record of Proceedings

Various documents and other materials constitute the record of proceedings upon which SFDPH bases the findings and decision contained herein. Because of the complexity of the issues addressed in connection with the review of the Research Building component of the Project, these documents and materials are located in various offices of The Regents, and/or offices of consultants retained by the University to assist with the development and analysis of the Research Building component of the Project. The custodian of the record of proceedings is: Diane Wong, Principal Planner/Environmental Coordinator, UCSF Campus Planning, 654 Minnesota Street, San Francisco, California 94143-0286, (415) 502-5952.

III. SFDPH ACTIONS

The action of SFDPH in connection with the Research Building component of the Project involves approval of the ground lease of the B/C parking lot and the LDDA in support of the Research Building component of the Project. The SFDPH approvals are subject to the approval of the San Francisco Board of Supervisors before the LDDA and subsequent Ground Lease become effective. In accordance with the LDDA, the parties will also enter into a permit to enter to allow UCSF to perform site investigations and a construction license to allow UCSF to construct utility and other campus improvements surrounding the Research Facility. In addition, DPH and UCSF will develop a Parking Relief Plan that will require the approval of the Director of Public Health. UCSF shall provide DPH with their migration (Staff Relocation) plan into the new Research Building, with the timing of the relocations phased over time.

IV. IMPACTS AND MITIGATION MEASURES

A. Introduction and Incorporation by Reference

To avoid duplication and redundancy, and because SFDPH agrees with, and hereby adopts, the conclusions in the Final EIR certified by The Regents and The Regents' CEQA Findings adopted by The Regents in support of that certification, these Findings will not repeat the analysis and conclusions in the Final EIR or The Regents' CEQA Findings, but instead, incorporates them by reference, in their respective entirety, in these Findings and relies upon them as substantial evidence supporting these Findings. The full text of all mitigation measures is contained in the Final EIR and in the MMRP, is attached hereto as **Exhibit A**. Without limitation, this incorporation is intended to elaborate on the scope and nature of the mitigation

measures, the basis for determining the significance of impacts, the comparative analysis of alternatives, and the reasons for approving the ground lease and the LDDA in support of the Research Building component of the Project in spite of the potential for associated significant and unavoidable adverse impacts. SFDPH finds that the implementation of the mitigation measures within the responsibility and jurisdiction of The Regents as lead agency, in conjunction with other responsible agencies, will mitigate the associated impacts identified in the Final EIR, except as otherwise set forth in Section VI of these Findings.

Further, as a responsible agency under CEQA for purposes of the Research Building component of the Project, SFDPH is responsible for analyzing only the environmental effects of those parts of the Research Building component of the Project that it is required to implement (Public Resources Code Section 21002.1(d)) or any other effects that would be caused by the Research Building component of the Project itself. SFDPH has no responsibility or authority to implement either any part of the Research Building component of the Project or any mitigation measures adopted by The Regents or other responsible agencies to reduce and/or avoid the significant impacts of the Research Building component of the Project.

Only those significant environmental impacts and mitigation measures set forth in the Final EIR that are associated with the Research Building component of the Project and are relevant to the SFDPH approval action are presented here.

B. Impacts Associated with Research Building Component of the Project and Mitigation Measures Adopted by The Regents

Presented below are those impacts associated with the Research Building component of the Project that were identified as significant in the Final EIR and/or are relevant to the SFDPH approval action, followed by SFDPH's findings regarding the impact and, where applicable, mitigation measures identified in the Final EIR.

i. Transportation and Traffic

Impact TRAF-1: Construction of the proposed project could cause substantial adverse impacts to traffic flow, circulation and access as well as to transit, pedestrian, and parking conditions during demolition and construction activities. (Less than Significant)

Finding: For the reasons stated in the Final EIR (Final EIR at pages 4.7-19 to 4.7-20), SFDPH finds that because the Research Building component of the Project's construction activities would be temporary and limited in duration and are required to be conducted in accordance with City requirements, construction-related transportation impacts of the proposed project would be less than significant; therefore, no mitigation is required.

Improvement Measure IM-TR-1: Construction Coordination and Monitoring Measures would further reduce the Research Building component of the Project's less-than-significant impacts related to potential conflicts between construction activities and pedestrians, transit, and autos. The University shall require construction contractor(s) for

the Research Building to prepare a traffic control plan for major phases of Research Building construction (e.g. demolition, construction, or renovation of individual buildings). The University and their construction contractor(s) will meet with SFDPH and relevant City agencies to coordinate feasible measures to reduce traffic congestion, including temporary transit stop relocations, and other measures to reduce potential traffic and transit disruption and pedestrian circulation effects during major phases of construction of the Research Building. (Final EIR at pages 4.7-21).

Impact TRAF-2: Development of the proposed project would increase traffic at intersections on the adjacent roadway network. (Potentially Significant)

Mitigation Measure TR-1: Restripe 24th Street at Potrero Avenue to provide a Westbound Left-Turn Pocket, which will restripe the westbound approach on 24th Street at Potrero Avenue as two lanes: a 10-foot-wide left-turn pocket approximately 50 feet in length and a 10-foot-wide shared through / right-turn lane. This would require the removal of three or four parking spaces on the southern side of 24th Street at the intersection of Potrero Avenue and the restriping of the eastbound lane adjacent to the removed parking spaces to be 12 feet wide. This mitigation measure would not include the addition of new signal phases or other alterations due to the existing timing plan, although the SFMTA may choose to do so as part of the mitigation measure. This mitigation measure would require that large trucks or buses making the northbound right-turn movement would sweep into the westbound left-turn lane. As such, the final design of this intersection should include placement of the stop bar on the westbound turn lane approximately one car length back from the current intersection to accommodate larger turning vehicles. The City recommends that the University pay its proportional share of implementing this mitigation measure if SFMTA approves the mitigation measure. (Final EIR at pages 4.7-24).

Mitigation Measure TR-2: Opening the 23rd Street exit of 23rd Street Garage during the PM Peak Period to coincide with a major hospital employee shift change would allow some vehicles to shift away from the 24th Street exit and thus improve the operating condition of the intersection of Potrero Avenue / 24th Street. In conjunction with the earlier opening of the 23rd Street exit, which would increase the amount of traffic on 23rd Street, the pedestrian crossing that connects the 23rd Street Garage to the east side of the West ZSFG Driveway should be improved. Although SFMTA staff would need to concur on a final design, this should include evaluation of signal phasing prior to implementation, and it could include shifting the eastern edge of the crosswalk to the east by ten feet in order to double the width of the crosswalk to 20 feet, repainting the crosswalk in the continental style to be more visible, and shifting the westbound 48 Quintara/24th Street in the same location 20 feet to the east to increase the visibility of pedestrians. SFDPH is responsible for increasing employee education regarding appropriate pick-up and drop-off locations to minimize any additional double parking at the corner of 23rd Street / San Bruno Avenue, which can obscure the visibility of pedestrians. The City recommends that the University pay its proportional share of the

costs of implementing this mitigation measure if SFMTA approves the mitigation measure. (Final EIR at pages 4.7-25 to 4.7-26).

Mitigation Measure TR-3: Implement Additional TDM Strategies to Reduce Single Occupancy Vehicle Trips to and from ZSFG. The University and SFDPH shall coordinate and each implement the following policies to the extent feasible: expand the University's and SFDPH's Shuttle Service, maintain a dialogue with SFMTA regarding ZSFG's strong desire to see that transit connections between the Mission District and ZSFG campus remain, add bike racks on SFDPH shuttles, hire a TDM Program Manager for ZSFG to meet modal goals, expand number of car share vehicles on-site, create a more robust carpool matching program, create a vanpool service or coordinate with the existing University vanpool, provide showers and locker facilities on campus and in the Research Building, install Bay Area Bike Share Station on campus, advertise existing pre-tax commuter accounts, promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles, provide signage indicating the location of bicycle parking at points of access, and facilitate access to car share spaces through the on-site garage. (Final EIR at pages 4.7-26 to 4.7-27a).

Finding: For the reasons stated in the Final EIR (Final EIR at pages 4.7-23 to 4.7-30), SFDPH finds that the Project would cause the Potrero Avenue / 24th Street signalized intersection to degrade from an acceptable LOS D to an unacceptable LOS F during the PM peak hour. With the Research Building component of the Project alone, the LOS would degrade to LOS E. Therefore, the Research Building component of the Project would have a significant impact at the intersection of Potrero Avenue / 24th Street, and the City shall implement or fund its proportional share to SFMTA to implement Mitigation Measure TR-1. With implementation of Mitigation Measure TR-1, intersection operations would improve to acceptable levels (i.e. LOS D or better conditions) during the PM peak hour. However, SFDPH does not have the authority to implement this improvement without SFMTA's approval and assistance, which is unknown at this time. The effectiveness of implementing Mitigation Measure TR-2 to reduce the impact to less than significant is not known given the uncertainty over the volume of vehicles choosing to exit this northern egress, and SFDPH does not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time. While implementation of Mitigation Measure TR-3 would reduce traffic impacts, the No Garage Expansion Alternative (Variant 4) is the only scenario in which full implementation of Mitigation Measure TR-3 with identified feasible elements would reduce the significant impact at this intersection to less than significant. The Research Building component of the Project's traffic impact at the intersection of Potrero Avenue / 24th Street would therefore be considered significant and unavoidable. SFDPH finds this remaining significant impact to be acceptable because the benefits of the Research Building component of the Project outweigh this and other significant and unavoidable environmental impacts of the Research Building component of the Project for the reasons set forth in the "Statement of Overriding Considerations" in Section VII, below.

Impact TRAF-9: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase traffic at intersections on the adjacent roadway network. (Potentially Significant)

Mitigation Measure TR-1: See discussion on Impact TRAF-2 above.

Mitigation Measure TR-2: See discussion on Impact TRAF-2 above.

Mitigation Measure TR-3: See discussion on Impact TRAF-2 above.

Finding: For the reasons stated in the Final EIR (Final EIR at pages 4.7-40 to 4.7-42), SFDPH finds that the Project would add 120 vehicle trips to the critical westbound approach, which represents a 48 percent increase from Year 2040 conditions, and the Project's contribution would be considered significant. With the Research Building component of the Project alone, the LOS at the intersection of Potrero Avenue / 24th Street would degrade to LOS E. Therefore, the Research Building component of the Project would have a significant impact at the intersection of Potrero Avenue / 24th Street, and the City shall implement or fund its proportional share to SFMTA to implement Mitigation Measure TR-1 only if the City approves the Garage Expansion component of the Project and the intersection of Potrero Avenue and 24th Street further degrades from LOS E to LOS F. With implementation of Mitigation Measure TR-1, intersection operations would improve to acceptable levels (i.e. LOS D or better conditions) during the PM peak hour. However, SFDPH does not have the authority to implement this improvement without SFMTA's approval and assistance, which is unknown at this time. The effectiveness of implementing Mitigation Measure TR-2 to reduce the impact to less than significant is not known given the uncertainty over the volume of vehicles choosing to exist this northern egress, and SFDPH does not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time. While the implementation of Mitigation Measure TR-3 would reduce traffic impacts, the No Garage Expansion Alternative (Variant 4) is the only scenario in which full implementation of Mitigation Measure TR-3 with identified feasible elements would reduce the significant impact at this intersection to less than significant. The Research Building component of the Project's traffic impact at the intersection of Potrero Avenue / 24th Street would therefore be considered significant and unavoidable. SFDPH finds this remaining significant impact to be acceptable because the benefits of the Research Building component of the Project outweigh this and other significant and unavoidable environmental impacts of the Research Building component of the Project for the reasons set forth in the "Statement of Overriding Considerations" in Section VII, below.

C. Mitigation Monitoring and Reporting Program

The Regents prepared and adopted a MMRP for all mitigation measures identified in the Final EIR. The MMRP is attached to these findings as **Exhibit A**. SFDPH hereby adopts as required by Section 21081.6 of the Public Resources Code, the MMRP for all of the mitigation measures applicable to the SFDPH approval actions and adopted by SFDPH in these findings, as

more fully set forth and explained above. The University is responsible for implementation of all of the mitigation measures associated with the Research Building component of the Project. The MMRP specifies when each of the adopted mitigation measures will be implemented and the responsible University official or entity that will ensure that the mitigation measures are carried out. SFDPH finds that The Regents can and should implement all of the mitigation measures identified in the MMRP.

V. ALTERNATIVES

Chapter 6 of the Final EIR evaluated a range of alternatives to the Project. The Final EIR's analysis examined the feasibility of each alternative, the environmental impacts of each alternative, and each alternative's ability to meet the Project objectives described in Section 2.3 of the Final EIR. In compliance with CEQA and the CEQA Guidelines, the alternatives analysis included an analysis of a no-project alternative and also identified the environmentally superior alternative. The Final EIR also analyzes four variants to the City Parking Garage Expansion component of the Project, which are not discussed in these Findings.

SFDPH has independently reviewed and considered the information on alternatives provided in the Final EIR and the administrative record. SFDPH has determined that none of the alternatives identified in the Final EIR as it relates to the Research Building component of the Project is within the power of SFDPH to implement. In CEQA Findings adopted by The Regents on November 17, 2016, in connection with its approval of the ground lease of the B/C parking lot and the LDDA, The Regents determined that all of the Research Building component of the Project alternatives were infeasible in comparison to the Research Building component of the Project. A summary of the findings of The Regents as to project objectives in regards to the Research Building component of the Project, and its justification for rejection of each of the Research Building component of the Project alternatives are set forth below.

SFDPH, having considered and reviewed The Regents' Findings, concur in these findings.

A. Project Objectives

SFDPH finds that the objectives for the Project are as described in Section 2.3 of the Final EIR. The overall purpose of the Project is to develop a research building at ZSFG.

The specific objectives of the Research Building component of the Project are as follows:

- To develop a new research facility of at approximately 175,000 gross square feet in order to accommodate UCSF research programs and employees that must vacate seismically compromised buildings elsewhere on the ZSFG campus.
- To comply with UC's Seismic Safety Policy, to ensure a seismically safe environment for UCSF employees, patients and visitors.
- To ensure existing UCSF research activities remain on the ZSFG campus in close proximity to the communities being served, and in close proximity to the ZSFG Level 1

Trauma Center, enabling physicians to provide a rapid response to trauma and urgent clinical needs of patients.

- To ensure existing research activities remain on the ZSFG campus, which is a requirement for the ZSFG Trauma Center to retain its designation as a Level 1.
- To foster collaboration, accommodate interdependent programs, and reinforce academic, research and clinical relationships at ZSFG.
- To develop a new research building that is compatible with the overall landscape of the ZSFG campus as well as the surrounding neighborhood.
- To develop a new research building that, to the extent feasible, complies with the San Francisco Planning Code.
- To develop a new research building that is cost-effective in terms of design, construction cost, operational costs, and maintenance.

2. Alternatives to the Project

The Final EIR evaluated three alternatives to the Project: No Project Alternative, On-Site/Underground Parking Alternative, and No Garage Expansion Alternative (which will not be discussed in these Findings.)

i. No Project Alternative

Under the No Project Alternative, the proposed Research Building would not be constructed and no expansion of the existing parking garage would occur. The proposed Research Building site would remain as a surface parking lot (B/C Lot). UCSF would continue to occupy approximately 297,000 gsf of research labs, office, and clinic space on the ZSFG campus in ten buildings (Buildings 1, 3, 5, 9, 10, 20, 30, 40, 80/90, and 100). Additional UCSF employees in off-campus leased space would not relocate to the ZSFG campus under the No Project Alternative.

The Regents found that the No Project Alternative is infeasible because it does not meet any of the basic project objectives for the Research Building. Under the No Project Alternative, the less than significant impacts in the areas of aesthetics, air quality, cultural and paleontological resources, greenhouse gas emissions, land use and planning, and noise would not occur, as with the proposed Project. The No Project Alternative would avoid some of the significant and unavoidable traffic impacts of the proposed Project, and would not result in any impacts at local intersections.

Finding: SFDPH finds that the No Project Alternative would not meet any of the basic project objectives for the Research Building.

ii. On-Site/Underground Parking Alternative

The On-Site/Underground Parking Alternative would consist of the Research Building as proposed by the Project with the addition of an underground parking structure constructed below the building. The underground garage would likely consist of two-levels that would contain 202

parking spaces, which would represent a net gain of 37 spaces in comparison to the 130 existing spaces on the B/C Lot and adjacent 35 spaces for handicapped users, service vehicles, and ZSFG staff that would be displaced by construction of the Research Building. The expansion of the existing ZSFG parking garage would not occur. This alternative was selected to avoid the significant and unavoidable traffic impact at the Potrero Avenue/Twenty-Fourth Street intersection.

Under the On-Site/Underground Parking Alternative, the less than significant impacts in the areas of aesthetics, cultural and paleontological resources, greenhouse gas emissions, land use and planning would be similar or less than the mitigated impacts of the proposed Project. The noise impacts that occur during construction would likely be greater under this alternative due to the additional excavation necessary to construct the underground garage, but the overall noise impact would likely be less because the ZSFG parking garage would not be expanded. The significant and unavoidable project and cumulative impacts would not occur under this alternative.

Finding: SFDPH finds that the On-Site/Underground Parking Alternative would meet most of the project objectives for the Research Building, but would not meet the objective to develop a new research building that is cost-effective in terms of design, construction cost, operational costs, and maintenance. While this alternative would accommodate the potential new parking demand for the Research Building, it would not meet parking demand for recently completed projects such as the new hospital or potential future projects such as new clinics and backfill of vacated space on the ZSFG campus.

iii. Environmentally Superior Alternative

While the No-Project Alternative is the environmentally superior alternative because it would avoid many of the significant environmental impacts of the development that would occur under the Project, SFDPH concurs with The Regents' Findings and also finds that the No-Project Alternative is infeasible pursuant to Public Resources Code §21081(a)(3) and CEQA Guidelines §15091(a)(3) because it would not meet any of the basic project objectives of the Research Building component of the Project. CEQA Guidelines Section 15126.6(e)(2) requires that if the environmentally superior alternative is the no project alternative, the EIR shall identify an environmentally superior alternative among the other alternatives. Therefore, the Final EIR identified the On-Site/Underground Parking Alternative as the environmentally superior alternative. The On-Site/Underground Parking Alternative would avoid many of the significant environmental impacts of the development that would occur under the Project. The On-Site/Underground Parking Alternative would also reduce the magnitude of the impacts associated with traffic conditions at the Potrero Avenue/Twenty-Fourth Street intersection. The On-Site/Underground Parking Alternative, however, is infeasible because it would not meet the objective to develop a new research building that is cost-effective in terms of design, construction cost, operational costs, and maintenance. For these reasons, SFDPH concurs with The Regents' Findings and rejects the environmentally superior alternative as infeasible. When compared to those alternatives, the Research Building component of the Project provides the best available and feasible balance between maximizing attainment of the Research Building

objectives and minimizing significant environmental impacts, and the Research Building component of the Project is the environmentally superior alternative among those options.

VI. SIGNIFICANT ENVIRONMENTAL IMPACTS

As discussed above, SFDPH has found that the following impacts of the Research Building component of the Project will remain significant, either in whole or in part, following adoption and implementation of the mitigation measures described in the Final EIR.

- Impact TRAF-2: Development of the Research Building component of the Project would increase traffic at intersections on the adjacent roadway network.
- Impact TRAF-9: Development of the Research Building component of the Project, in combination with reasonably foreseeable future developments, would increase traffic at intersections on the adjacent roadway network.

The significant and unavoidable impacts listed in the Final EIR and recited above assume implementation by The Regents of the mitigation measures recommended for adoption in these findings to reduce potentially significant impacts. There are no other specific, feasible mitigation measures available to the Project, other than those identified in the Final EIR, to reduce these impacts to a level of insignificance.

The Regents previously adopted findings committing to implement the mitigation measures identified in the Final EIR to the extent The Regents are responsible. SFDPH finds that The Regents can and should implement all of the mitigation measures identified in the MMRP.

For the reasons above SFDPH finds that the Project incorporates all feasible mitigation measures and has eliminated or substantially lessened all significant effects on the environment where feasible. The remaining effects listed above are found by SFDPH to be acceptable due to the overriding considerations set forth below.

VII. STATEMENT OF OVERRIDING CONSIDERATIONS

In accordance with CEQA Guidelines section 15093, SFDPH has, in determining whether or not to approve the ground lease and the LDDA in support of the Research Building component of the Project, balanced the economic, legal, social, technological and other benefits of the Research Building component of the Project against its significant and unavoidable environmental impacts. SFDPH has found that, for the reasons set forth below, the benefits of the Research Building component of the Project outweigh the Research Building component of the Project's significant adverse environmental effects that cannot be mitigated to less-than-significant levels. This statement of overriding considerations is based on SFDPH's review of the Final EIR and other information in the administrative record. The benefits of the Research Building component of the Project include the following:

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- Research activities on the ZSFG campus enable the ZSFG Trauma Center, the only Level 1 trauma center available for the over 1.5 million people living and working in San Francisco and northern San Mateo County, to retain its designation as Level 1.
- UCSF has a long standing affiliation with SFDPH of over 140 years through which UCSF provides physicians and other professional services at ZSFG, and through the ZSFG - UCSF partnership, physicians who are leaders in their fields have been attracted to ZSFG and have established ZSFG as one of the nation's leading academic medical centers with a top training program for residents and medical students.
- ZSFG is home to more than 20 UCSF research centers and major laboratories, and over 150 principal UCSF investigators conduct research at the ZSFG campus and the co-location of patient care, teaching and research activities is critical to the ability to recruit and retain the physician leaders who treat patients at ZSFG, and the completion of the Research Building at ZSFG will enhance this recruitment and retention.
- It is critical to UCSF that the faculty from all four of its professional schools (Medicine, Dentistry, Nursing and Pharmacy) be able to continue to work at ZSFG, providing patient care, conducting research and teaching because ZSFG is a major teaching hospital for UCSF residents and fellows.
- The Regents determined in 2015 that no suitable existing buildings or development sites existing in the area to meet the need of UCSF researchers at ZSFG (2015 Regents amendment of the UCSF 2015-2016 Budget for Capital Improvements).
- The Research Building component of the Project would enable UCSF employees in existing seismically compromised buildings on the ZSFG campus to relocate to new space that meets UC seismic standards.

Considering all factors and the evidence in the EIR and other relevant documents, SFDPH finds that specific economic, legal, social, technological, and other benefits of the Research Building component of the Project outweigh the significant and unavoidable adverse environmental impacts of the Research Building component of the Project. SFDPH therefore finds that those significant adverse impacts are acceptable in the context of the overall Research Building component of the Project benefits.

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM

● CHAPTER 9

Mitigation Monitoring and Reporting Program

9.1 Introduction

When approving projects with mitigation measures that if implemented would avoid or lessen significant impacts, the California Environmental Quality Act (CEQA) requires public agencies to adopt monitoring and reporting programs or conditions of project approval to mitigate or avoid the identified significant effects (Public Resources Code Section 21081.6(a)(1)). A public agency adopting measures to mitigate or avoid the significant impacts of a proposed project is required to ensure that the measures are fully enforceable, through permit conditions, agreements, or other means (Public Resources Code Section 21081.6(b)). The mitigation measures required by a public agency to reduce or avoid significant project impacts not incorporated into the design or program for the project may be made conditions of project approval as set forth in a Mitigation Monitoring and Reporting Program (MMRP). The program must be designed to ensure project compliance with mitigation measures during project implementation.

The MMRP includes the mitigation measures identified in the UCSF Research Building and City Parking Garage Expansion at ZSFG EIR, which are required to address the significant impacts associated with the proposed project. The required mitigation measures are summarized in this MMRP; the full text of the impact analysis and mitigation measures are presented in the Final EIR (August 2016). This table also includes mitigation measures identified in the Initial Study, which is included as Appendix A of the Final EIR.

9.2 Format

The MMRP is organized in a table format (see Table 9-1), keyed to each significant impact and each mitigation measure. Only mitigation measures adopted to address significant impacts are included in this program. Each mitigation measure is set out in full, followed by a tabular summary of monitoring requirements. The column headings in the tables are defined as follows:

- **Environmental Impact:** This column presents the environmental impacts identified in the EIR.
- **Mitigation Measures:** This column identifies the mitigation measures associated with the impacts identified in the EIR.
- **Implementation Procedure:** This column identifies the procedure for implementing each mitigation measure.

- **Responsible Unit:** This column contains an assignment of responsibility for the implementation, monitoring and reporting tasks for the mitigation measure and identifies any regulatory agency approval needed.
- **Report Mechanism:** This column refers to the outcome from implementing the mitigation measure.

9.3 Enforcement

Under the proposed project, UCSF would develop the research building on the B/C Lot site, and if there is an expansion of the ZSFG parking garage, the Parking Authority would be responsible for its development. If the proposed UCSF research building is approved, the MMRP would be adopted by the Regents. Therefore, all mitigation measures applicable to the UCSF research building for significant impacts must be carried out by the designated public agency in order to fulfill the requirements of approval. A number of the mitigation measures would be implemented during the course of the development review process. These measures would be checked on plans, in reports, and in the field prior to construction. Most of the remaining mitigation measures would be implemented during the construction or implementation of the project. If the proposed City parking garage expansion at ZSFG is pursued and approved, implementation and enforcement of mitigation measures related to construction and operation of the parking garage expansion would be adopted by the Parking Authority and City and County of San Francisco approving bodies as applicable, which may include the Board of Supervisors, Planning Commission, Public Health Commission and Department of Public Health (DPH), San Francisco Municipal Transportation Agency (SFMTA), San Francisco Public Works (SFPW), and Building Department.

**TABLE 9-1
MITIGATION MONITORING AND REPORTING PROGRAM**

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Aesthetics (from Initial Study)				
Would the project create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	AES-1: UCSF shall require a condition in construction contracts that flood or area lighting for construction activities be placed and directed so as to avoid potential disturbances to adjacent residences, Building 5 nighttime uses, or other uses.	Issue instructions to construction contractors to incorporate flood lighting restrictions in construction contracts. Require construction contractors to document how flood and area lighting measures are addressed and incorporated. Review construction plans for the placement and direction of flood and area lighting to ensure disturbances to adjacent residences are avoided.	UCSF Project Manager and Construction Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage) ¹	Review construction contracts prior to execution to ensure restrictions are in the contract. Monitor project sites during construction to verify appropriate placement of flood and area lighting and provide written report to verify compliance with this mitigation measure.
	AES-2: Minimize light and glare resulting from the new research building and garage expansion through the orientation of the building, use of landscaping materials, and choice of primary façade materials. Design standards and guidelines to minimize light and glare shall include: <ul style="list-style-type: none"> • Reflective metal walls and mirrored glass walls shall not be used as primary building materials for façades. • Illuminated building signage shall be consistent with the more stringent of City Planning Code sign standards for illumination and/or UCSF design guidelines. • Exterior light fixtures shall be configured to emphasize close spacing and lower intensity light. Light fixtures shall use luminaries that do not direct the cone of light towards nearby campus structures and off-campus structures. • Design parking structure lighting to minimize off-site glare, consistent with the existing parking structure. 	Issue instructions to design teams to incorporate design standards in all project plans and designs. Require architects and design professionals to document how design standards are addressed and incorporated. Review project plans to ensure that such features have been incorporated in the design to address the impacts.	UCSF Project Manager and Design Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage)	Ensure project incorporates design standards prior to final project approval. After construction, the Project Manager shall provide written verification to the Monitor for the contract bid ² that design standards have been incorporated to address the impacts.

¹ Mitigation measures applicable to construction of the parking garage expansion would be carried out by the San Francisco department overseeing the construction contract unless otherwise stated.

² Documentation of compliance with mitigation measures applicable to construction of the parking garage expansion also would be submitted to the City's ERO by the San Francisco department overseeing the construction contract.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Air Quality				
<p>AQ-1: The proposed project and its variants would result in increased emissions of dust and criteria air pollutants during demolition and construction activities.</p>	<p>AQ-1: Best Management Practices for Controlling Particulate Emissions during Construction of Research Building.</p> <p>The following BAAQMD Best Management Practices for particulate control will be required for all construction activities related to the research building (BAAQMD, 2012). These measures will reduce particulate emissions primarily during soil movement, grading and demolition activities but also during vehicle and equipment movement on unpaved project sites</p> <ol style="list-style-type: none"> 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. 3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 mph. 5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, § 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. <p>Post a publically visible sign with the telephone number and person to contact at UCSF regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD's telephone number shall also be visible to ensure compliance with applicable regulations.</p>	<p>Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will prepare a construction air pollution control strategy to report on the implementation of the mitigation measure.</p>	<p>UCSF Project Manager and Construction Teams</p> <p>Construction activities related to the Parking Garage would be subject to the requirements of the City's Construction Dust Control Ordinance</p>	<p>Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provision for construction air pollution control. Provide a report on construction air pollution control strategies and report to Monitor for the contract bid upon request, but no less than quarterly after beginning each construction phase.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Air Quality (cont.)				
AQ-3: Construction and operation of the proposed project would generate toxic air contaminants, including diesel particulate matter, and could expose sensitive receptors to substantial air pollutant concentrations.	<p>Mitigation Measure AQ-3: Construction Exhaust Emissions Reduction Measures during Construction of Research Building.</p> <p>The construction contractor shall implement the following measures during construction of the research building to further reduce construction-related exhaust emissions:</p> <p>All off-road equipment greater than 25 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:</p> <ol style="list-style-type: none"> Where access to alternative sources of power are available, portable diesel engines shall be prohibited; and All off-road equipment shall have: <ol style="list-style-type: none"> Engines that meet or exceed either USEPA or CARB Tier 2 off-road emission standards, and Engines that are retrofitted with a CARB Level 3 Verified Diesel Emissions Control Strategy. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such are available. 	Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will ensure that off-road construction equipment complies with emissions standards listed in the mitigation measure.	<p>UCSF Project Manager and Construction Teams</p> <p>Construction activities related to the Parking Garage would be subject to the requirements of the City's Clean Construction Ordinance.</p>	Provide written verification in report form to the Monitor for the contract bid to certify that off-road construction equipment complies with emission standards. Provide a report on construction air pollution control strategies and report to Monitor upon request, but no less than quarterly after beginning each construction phase.
AQ-5: The proposed project could conflict with, or obstruct implementation of, the <i>2010 Clean Air Plan</i> .	Implement Mitigation Measure AQ-1 and AQ-3.	See Mitigation Measure AQ-1 and AQ-3.	See Mitigation Measure AQ-1 and AQ-3.	See Mitigation Measure AQ-1 and AQ-3.
Biological Resources (from Initial Study)				
Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<p>BIO-1: Nesting Bird Protection Measures.</p> <p>Should construction activities commence during the bird nesting season (February 15 through August 15), UCSF shall retain a qualified biologist to conduct preconstruction nesting bird surveys in surrounding habitat for nesting birds. UCSF shall implement specific measures to avoid and minimize impacts on nesting birds including, but not limited to, those described below:</p> <ul style="list-style-type: none"> To avoid and minimize potential impacts on nesting raptors and other birds, preconstruction surveys shall be performed not more than two weeks prior to initiating vegetation removal and/or construction and demolition activities during the breeding season (i.e., February 15 through August 15). 	Issue instructions in the bid package for project managers and contractors to incorporate the mitigation measure. The successful construction project team will work with a qualified biologist to conduct preconstruction surveys, as specified, and report on biological resource avoidance procedures to implement the mitigation measure.	<p>UCSF Project Manager and Design Teams (Research Building)</p> <p>Parking Authority and City and County of San Francisco (Parking Garage)</p>	Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provision for biologist to prepare preconstruction surveys. Review preconstruction surveys to determine if buffer zones are required. If so, inspect construction site periodically to ensure that buffer zones are in place and observed. Provide a report on implementation of biological resource avoidance procedures and report to Monitor prior to the start of construction or tree removal activities.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Biological Resources (from Initial Study) (cont.)				
	<ul style="list-style-type: none"> To avoid and minimize potential impacts on nesting raptors and other birds, a no-disturbance buffer zone shall be established around active nests during the breeding season until the young have fledged and are self-sufficient, when no further mitigation would be required. Typically, the size of individual buffers ranges from a minimum of 250 feet for raptors to a minimum of 50 feet for other birds but can be adjusted based on an evaluation of the site by a qualified biologist in cooperation with the USFWS and/or CDFW. Birds that establish nests after construction starts are assumed to be habituated to and tolerant of the indirect adverse impacts resulting from construction noise and human activity. However, direct take of nests, eggs, and nestlings is still prohibited and an appropriate buffer shall be established around the nest according to species and proximity to project activities in order to avoid nest abandonment or destruction, as determined by a qualified biologist. If construction or demolition activities ceases for a period of more than two weeks, or vegetation removal is required after a period of more than two weeks has elapsed from the preconstruction surveys, then new nesting bird surveys shall be conducted. 			
	<p>BIO-2: Bird-Safe Building Treatments.</p> <ul style="list-style-type: none"> Employ glazing options such as use of fritted glass, Dichroic glass, etched glass, translucent glass, or glass that reflects ultraviolet light in appropriate portions of the building façade. Any feature-related hazards, such as freestanding glass walls, glass wind barriers, or transparent building corners, must have 100% of the glass on the feature-related hazards treated with these glazing options. Minimize light and glare through the orientation of the building, use of landscaping materials, shielded lighting, and choice of primary façade materials. The building design shall prohibit use of reflective metal walls and mirrored glass walls as primary building materials for façades. 	<p>Issue instructions to design team to incorporate bird-safe building treatments in building design.</p> <p>Require architects and design professionals to document use of bird-safe treatments and review project plans to ensure that such features have been incorporated in the design.</p>	<p>UCSF Project Manager and Design Teams (Research Building)</p> <p>Parking Authority and City and County of San Francisco (Parking Garage)</p>	<p>Verify that project incorporates treatments prior to final project approval. After construction, the Project Manager shall provide written verification to the Monitor for the contract bid that treatments were installed according to the design.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources				
CP-1: Construction of the proposed project could cause a substantial adverse change in the significance of the SFGH Historic District, a historical resource as defined in Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code.	<p>CP-1: Design Guidelines for the Research Building.</p> <p>The design of the proposed research building shall adhere to the following design guidelines.</p> <p>Siting</p> <ol style="list-style-type: none"> 1. The west elevation of the building should be generally parallel to the north-south entry road that bisects the campus. At the ground level, the setback of the building from this north-south road should be similar in extent to the setbacks from this road exhibited by Building 1/1A/1B/1C, Building 9, Building 10/20, and Building 30/40. 2. In keeping with the site's urban setting, the south elevation of the building should be generally rectilinear and parallel to Twenty-Third Street. <p>Height, Scale and Massing</p> <ol style="list-style-type: none"> 1. The height of the building should be kept at or below the 85-foot-height of Buildings 10/20 and 30/40. This height is exclusive of rooftop mechanical equipment, assuming such equipment is sufficiently setback and differentiated in material that is does not "read" as a vertical extension of the façade. 2. The façades of the new building should have a vertical orientation that is underscored by bays at the building corners that project relative to the central portions of the façades. 3. Blank, mirrored, or opaque facades should be avoided. 4. On the south and west façades, architectural elements should be used to divide the façades into intervals similar to those found elsewhere in the District, including Building 9 and the Building 30/40 "finger wards." This could be accomplished through a variety of means, including the use of bays, setbacks, horizontal belt courses, and/or changes in material or ornamentation. <p>Materials and Cladding</p> <ol style="list-style-type: none"> 1. Given the prevalence of brick within the SFGH Historic District, the use of masonry (including brick and terra cotta) exclusively or in combination with other compatible exterior cladding materials is encouraged. Masonry should be a prominent material if used in combination with other materials. 	<p>Issue instructions to design team to incorporate design guidelines in project plan.</p> <p>Require architects and design professionals to document how design standards are addressed and incorporated. A qualified architectural historian will review the project plan to ensure that such features have been incorporated in the design.</p>	UCSF Project Manager and Design Teams	<p>Ensure project incorporates design standards prior to final project design approval. After construction, the Project Manager shall provide written verification to the Monitor for the contract bid that design standards have been incorporated.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-1 (cont.)	<p>2. New construction should use materials in a manner that creates details and textures that draw from the District and that give the building a three-dimensional character. Monolithic wall treatments should be avoided.</p> <p>Windows</p> <p>1. Fenestration patterns and proportions, as well as the percent of the façade devoted to fenestration, should be consistent with the District, especially adjacent contributory buildings (Buildings 9 and 30/40). Building 9 features recessed, double-hung, wood sash windows of either round arched or rectangular shape that are arranged singly and in pairs. Building 30/40 exhibits a variety of window types. Most of the building's windows are recessed, double-hung, wood sash windows of round arched or rectangular shape that are arranged either singly or in groups of three. The fifth floor (added in 1931) features wood sash, paired casement windows surmounted by arched transom and separated by terra cotta colennettes. The chamfered, east-facing bays of the building feature rectangular, wood sash, paired casement windows surmounted by rectangular transoms. These windows are arranged singly, in pairs and in groups of four. Accordingly, use of recessed, punched windows on at least substantial portions of the building exterior is encouraged. Uninterrupted expanses of full-height glazing should be avoided. Arranging windows into bands of two, three or more is encouraged.</p> <p>2. In keeping with the District contributors, windows should have a vertical orientation. Use of rectangular windows and/or round arched windows is encouraged.</p> <p>Street Frontage</p> <p>1. The south façade of the building should incorporate at least one prominent pedestrian entry.</p> <p>Site Features</p> <p>1. The brick Guardhouse and Gate Pillar should be retained in their current location. If temporary relocation is necessary to accommodate construction, a Historic Architect satisfying the Secretary of the Interior's Professional Qualifications Standards should be engaged to oversee the temporary relocation and reinstallation of these historic resources.</p>			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-1 (cont.)	<p>2. The brick and metal fence along the southern edge of the site should be retained in its current location. If temporary relocation of any portion of the fence is necessary to accommodate construction, a Historic Architect satisfying the Secretary of the Interior's Professional Qualifications Standards should be engaged to oversee the temporary relocation and reinstallation of this historic resource.</p> <p>3. A conservator well-versed in the assessment of historic fountains and related statuary should be engaged to evaluate the feasibility of relocating the fountain, which exhibits noticeable wear and may be constructed of fairly porous cement.</p> <p>4. If deemed feasible, the fountain should be moved to a location elsewhere within the SFGH Historic District that reflects the character and prominence of its original location within the grass lawn courtyard of the Tubercular Ward (the fountain should not be located between parking spots). Accordingly, the fountain should be relocated to an area south or west of the proposed building, where it can continue its current use as a planter.</p>			
CP-2: Construction of the proposed project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.	<p>CP-2: Archeological Research Design, Testing and Evaluation Plan, Archeological Monitoring Program and/or Archeological Data Recovery Program</p> <p>Archeological Research Design, Testing, and Evaluation Plan. Because archeological resources may be present within the C-APE for both the B/C Lot and the parking garage expansion site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on archeological resources.</p> <p>UCSF shall retain the services of an archeological consultant to prepare and implement an Archeological Research Design, Testing, and Evaluation Plan (ARDTEP) prior to project construction of the research building. The City shall similarly retain the services of an archeological consultant to prepare and implement a separate ARDTEP prior to construction of the parking garage expansion.</p> <p>Each ARDTEP will guide fieldwork and help to determine if identified archeological remains qualify as significant. Each ARDTEP shall be prepared by professionals who meet the Secretary of the Interior's Professional Qualifications Standards in historical archeology, prehistoric archeology, and history</p>	Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will demonstrate knowledge of procedures and requirements when archaeological resources are discovered during construction activities.	UCSF Project Manager and Design Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage)	Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provisions for implementation of mitigation measure if archaeological resources are discovered during construction activities. Provide construction status report to Monitor upon request.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>(36 CFR Part 61)³, and shall be reviewed and approved by UCSF for the research building site and the City's Environmental Review Officer (ERO) for the garage expansion site.</p> <p>Each ARDTEP shall address and ensure the following: (1) a geoarcheological landscape approach to identify potential presence of paleosols that may have provided living surfaces for prehistoric populations; (2) the appropriateness of specific protocols for the identification and evaluation of paleosol deposits; (3) the full exposure, documentation, and recordation of the former residences, businesses, and hospital related outbuildings; and (4) appropriate field investigation strategies for the identification and evaluation of other types of historical archeological deposits and/or features (e.g., burned structural/building contents debris, artifact filled privies, etc.).</p> <p>At a minimum, the <i>research design</i> component of each ARDTEP shall contain the following sections:</p> <ul style="list-style-type: none"> • Introduction and Purpose • Project Location and Description • Regulatory Context • Methods and Sources • Holocene Landscape Evolution • Prehistory and Ethnography • History • Previous Archeological Research <ul style="list-style-type: none"> – Prehistoric Archeology – Historical Archeology • Archeological Research Design • Geoarcheology • Archival and Oral History Research <ul style="list-style-type: none"> – Block Histories by Address – Research Context: Prehistoric Archeology – Research Themes and Issues – Data Requirements 			

³ Secretary of the Interior. Standards and Guidelines for Archeology and Historic Preservation, Professional Qualifications Standards.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<ul style="list-style-type: none"> – Property Types: Prehistoric Archeology – Archeological Sensitivity: Prehistoric • Research Context: Historical Archeology <ul style="list-style-type: none"> – Research Themes and Issues – Data Requirements – Property Types: Historical Archeology – Archeological Sensitivity: Historical Archeology <p>At a minimum, the <i>testing component</i> of each ARDTEP will contain the following sections:</p> <ul style="list-style-type: none"> • Introduction and Purpose • Test Areas and their Potential Significance Fieldwork Methods • Hazardous Materials, Health, and Safety • Treatment of Human Remains and Burial Goods Public Involvement • Laboratory Work <ul style="list-style-type: none"> – Laboratory Methods • Archeological Evaluation Plan: Evaluation Procedures and Criteria Integrity • Infield Evaluation Post-field Evaluation • Reporting and Dissemination of Results <ul style="list-style-type: none"> – Public Outreach • Curation <p>Each ARDTEP will be used to inform decisions regarding project design, and will be carried out prior to project construction.</p> <p>At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to UCSF for the research building site and the City or its designated representative for the garage expansion site. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, UCSF and the City or its designated representative in consultation with the archeological consultant shall determine if additional measures are warranted for each respective site. Additional measures that may be undertaken include additional</p>			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of UCSF for the research building site and the City or its designated representative for the garage expansion site. If UCSF determines that a significant archeological resource is present on the research building site, or the City or its designated representative determines that a significant archeological resource is present on the garage expansion site, and that the resource could be adversely affected by the proposed project, at the discretion of UCSF or the City either:</p> <ul style="list-style-type: none"> The proposed research building or garage expansion shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or A data recovery program shall be implemented, unless UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible. <p>Consultation with Descendant Communities. On discovery of an archeological site⁴ associated with descendant Native Americans, the Overseas Chinese, or other descendant group on the research building site or garage expansion site, an appropriate representative⁵ of the descendant group and UCSF (for the research building site) and the City or its designated representative (for the garage expansion site) shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the sites and to consult with UCSF regarding the research building site, and the City or its designated representative for the garage expansion site, regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report shall be provided to the representative of the descendant group.</p>			

⁴ By the term "archeological site" is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.

⁵ An "appropriate representative" of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America. An appropriate representative of other descendant groups should be determined in consultation with the Department archeologist.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>Archeological Monitoring Program. If UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented, the archeological monitoring program for each respective site shall minimally include the following provisions:</p> <ul style="list-style-type: none"> • The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall meet and consult on the scope of the archeological monitoring program (AMP) reasonably prior to any project-related soils disturbing activities commencing. UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils- disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context; • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource; • The archeological monitor(s) shall be present on each respective project site according to a schedule agreed upon by the archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) until UCSF or the City or its designated representative has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits; • The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis; • If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to 			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). The archeological consultant shall immediately notify UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to UCSF or the City or its designated representative, respectively.</p> <ul style="list-style-type: none"> Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). <p>Archeological Data Recovery Program. If UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant determines that an archeological data recovery program shall be implemented, the archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the</p>			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.</p> <p>The scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> • Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations. • Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures. • Discard and Deaccession Policy. Description of and rationale for field and post-field discard and deaccession policies. • Interpretive Program. Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program. • Security Measures. Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities. • Final Report. Description of proposed report format and distribution of results. • Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. <p>Human Remains and Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site), and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The</p>			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.</p> <p>Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by UCSF (for the research building site) or the City or its designated representative (for the garage expansion site), copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR (for the garage expansion site) along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the City or its designated representative may require a different final report content, format, and distribution than that presented above for the garage expansion site.</p>			
CP-3: Construction of the proposed project could disturb any human remains, including those interred outside of formal cemeteries.	Implement Mitigation Measure CP-2.	See Mitigation Measure CP-2.	See Mitigation Measure CP-2.	See Mitigation Measure CP-2.
CP-4: Construction of the proposed project could cause a substantial adverse change in the significance of a tribal cultural resource as defined in PRC Section 21074.	Implement Mitigation Measure CP-2.	See Mitigation Measure CP-2.	See Mitigation Measure CP-2.	See Mitigation Measure CP-2.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
<p>CP-5: Construction of the proposed project could directly or indirectly destroy a unique paleontological resource or site, or a unique geologic feature.</p>	<p>CP-5: Inadvertent Discovery of Paleontological Resources.</p> <p>The following measures shall be implemented should construction result in the accidental discovery of paleontological resources:</p> <p>To reduce the potential for the proposed project to result in a significant impact on paleontological resources, UCSF (for the research building site) or and the Planning Department (for the garage expansion site) shall arrange for a paleontological training by a qualified paleontologist regarding the potential for such resources to exist in the project site and how to identify such resources. The training could consist of a recorded presentation of the initial training that could be reused for new personnel. The training shall also include a review of penalties for looting and disturbance of these resources. An alert sheet shall be prepared by the qualified paleontologist and shall include the following:</p> <ol style="list-style-type: none"> 1. A discussion of the potential to encounter paleontological resources. 2. Instructions for reporting observed looting of a paleontological resource; and instructions that if a paleontological deposit is encountered within a project area, all soil disturbing activities in the vicinity of the deposit shall cease and UCSF (for the research building site) or the Planning Department (for the garage expansion site) shall be notified immediately. 3. Who to contact in the event of an unanticipated discovery. <p>If potential fossils are discovered by construction crews, all earthwork or other types of ground disturbance within 50 feet of the find shall stop immediately until the qualified professional paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. The paleontologist may also propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations shall be consistent with the Society of Vertebrate Paleontology 2010 guidelines and currently accepted scientific practice, and shall be subject to review and approval by UCSF (for the research</p>	<p>Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will demonstrate knowledge of procedures and requirements when paleontological resources are discovered during construction activities.</p>	<p>UCSF Project Manager and Design Teams (Research Building)</p> <p>Parking Authority and City and County of San Francisco (Parking Garage)</p>	<p>Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provisions for implementation of mitigation measure if paleontological resources are discovered during construction activities. Provide construction status report to Monitor upon request.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-5 (cont.)	building site) or the City or designee (for the garage expansion site). If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection, and may also include preparation of a report for publication describing the finds. UCSF (for the research building site) or the City (for the garage expansion site) shall be responsible for ensuring that treatment is implemented and reported. If no report is required, UCSF or the City shall nonetheless ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.			
Greenhouse Gas Emissions				
GHG-1: The proposed project and its variants would result in an increase in greenhouse gas emissions.	GHG-1: Construction-Related GHG Reduction Measures during Construction of Research Building. The following BAAQMD-suggested measures shall be implemented during demolition and construction activities related to the research building: <ul style="list-style-type: none"> • Use alternative fueled (e.g., biodiesel, electric) construction vehicles/equipment where feasible; • Use locally sourced building materials for at least 10% of overall materials brought to site; and • Recycle or reuse at least 50% of construction waste or demolition materials. 	Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will prepare a construction GHG reduction strategy to report on the implementation of the mitigation measure.	UCSF Project Manager and Construction Team (Parking Garage) Construction activities related to the Parking Garage would be subject to the requirements of the City's Clean Construction Ordinance and would require preparation of a Construction and Demolition Debris Management Plan in accordance with the Green Building Requirements for City Buildings (San Francisco Environment Code, Chapter 7)	Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provision for construction air pollution control. Provide a report on construction GHG reduction strategies and report to Monitor upon request, but no less than quarterly after beginning each construction phase.
Hazards and Hazardous Materials (from Initial Study)				
Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	HAZ-1a: A Subsurface Investigation (SI) Work Plan shall be prepared and implemented in accordance with San Francisco Health Code Article 22A and Building Code Section 106A.3.2.4. The Plan shall be prepared by a qualified consultant to characterize subsurface soils and groundwater, if applicable, that would be disturbed by construction activities. The plan shall detail the soil sampling and analysis efforts to adequately profile the site soils. Compliance with this plan shall be a condition of the construction contract for the project.	Issue instructions in the bid package of the Parking Garage construction contract to prepare a Subsurface Investigation Work Plan in accordance with San Francisco Health Code Article 22A and Building Code Section 106A.3.2.4.	Parking Authority and City and County of San Francisco (Parking Garage) DPH – Bureau of Environmental Health (approves subsurface investigation work plan)	Provide written verification in report form to the Monitor for the contract bid to certify that Subsurface Investigation Work Plan was prepared and implemented in accordance with San Francisco Health Code Article 22A and Building Code Section 106A.3.2.4.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Hazards and Hazardous Materials (from Initial Study) (cont.)				
	HAZ-1b: An Excavation Management Plan shall be prepared by a qualified consultant to guide all earthwork activities in the characterization of all soils that are targeted for offsite disposal. Compliance with this plan shall be a condition of the construction contract for the project. Based on the findings of the January 14, 2015 Iris Environmental In-Situ profiling and any subsequent findings on the garage site, excavated soils shall be isolated, protected from potential runoff, and sampled in accordance with the requirements of the receiving disposal facilities requirements.	Issue instructions in the bid package of construction contracts to prepare an Excavation Management Plan for soils targeted for offsite disposal.	UCSF Project Manager and Design Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage) DPH - Bureau of Environmental Health (approve excavation management plan)	Provide written verification in report form to the Monitor for the contract bid to certify that Excavation Management Plan was prepared and implemented.
Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Implement Mitigation Measures HAZ-1a and HAZ-1b.	See Mitigation Measures HAZ-1a and HAZ-1b.	See Mitigation Measures HAZ-1a and HAZ-1b. Applies only to City.	See Mitigation Measures HAZ-1a and HAZ-1b.
Noise				
NO-1: Construction of the proposed project could cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	NO-1: Construction Noise Control Measures. Contractors shall employ site-specific noise attenuation measures during construction to reduce the generation of construction noise to less than 10 dBA over existing noise levels. These measures shall be included in a Noise Control Plan that shall be submitted for review and approval by UCSF for construction of the research building and the City or its designated representative for the garage expansion to ensure that construction noise is reduced to the degree feasible. Measures specified in the Noise Control Plans and implemented during project construction shall include, at a minimum, the following noise control strategies: Equipment and trucks used for construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds). <ul style="list-style-type: none"> Construction equipment with lower noise emission ratings shall be used whenever possible, particularly for air compressors. 	Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will prepare a construction noise control plan to report on the implementation of the mitigation measure.	UCSF Project Manager and Design Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage)	Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provisions for construction noise control. Provide a report on construction noise control to Monitor upon request, but no less than quarterly after beginning each construction activity.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Noise (cont.)				
NO-1 (cont.)	<ul style="list-style-type: none"> • Sound-control devices no less effective than those provided by the manufacturer shall be provided on all construction equipment. • Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures, such as use of drills rather than impact tools, shall be used where feasible. • Stationary noise sources such as material stockpiles and vehicle staging areas shall be located as far from adjacent receptors as possible. • Enclosures and mufflers for stationary equipment shall be provided, impact tools shall be shrouded or shielded, and barriers shall be installed around particularly noisy activities at the construction sites so that the line of sight between the construction activities and nearby sensitive receptor locations is blocked to the extent feasible. • Unnecessary idling of internal combustion engines shall be prohibited. • Construction-related vehicles and equipment shall be required to use designated truck routes to travel to and from the project sites as determined with consultation with the SFMTA as part of the permit process prior to construction. • The project sponsor shall designate a point of contact to respond to noise complaints. The point of contact must have the authority to modify construction noise-generating activities to ensure compliance with the measures above and with the San Francisco Noise Ordinance. 			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic				
<p>TRAF-1: Construction of the proposed project could cause substantial adverse impacts to traffic flow, circulation and access as well as to transit, pedestrian, and parking conditions during demolition and construction activities.</p>	<p>IM-TR-1: Construction Coordination and Monitoring Measures.</p> <p>Traffic Control Plan for Construction. In order to reduce potential conflicts between construction activities and pedestrians, transit and autos during construction activities at ZSFG, UCSF shall require construction contractor(s) for the proposed Research Building to prepare a traffic control plan for major phases of project construction (e.g. demolition, construction, or renovation of individual buildings). UCSF and their construction contractor(s) will meet with DPH and relevant City agencies to coordinate feasible measures to reduce traffic congestion, including temporary transit stop relocations, and other measures to reduce potential traffic and transit disruption and pedestrian circulation effects during major phases of construction of the proposed Research Building. For any work within the public right-of-way, the contractor would be required to comply with the City of San Francisco's Regulations for Working in San Francisco Streets, which establish rules and permit requirements so that construction activities can be done safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. The Parking Authority would be responsible for approving and implementing the expanded 23rd Street Garage, and therefore would be responsible for coordinating with UCSF, DPH, and other City agencies before and during its construction.</p> <p>In the event that the construction timeframes of the major phases and other development projects adjacent to the ZSFG campus site overlap, including the 23rd Street garage expansion, UCSF and the City should coordinate with City Agencies through the Transportation Advisory Staff Committee (TASC) to minimize the severity of any disruption to adjacent land uses and transportation facilities from overlapping construction transportation impacts. UCSF and the City shall propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts, such as staggering start and end times, coordinated material drop offs, collective worker parking and transit to job site and other measures.</p> <p>Reduce SOV Mode Share for Construction Workers. In order to minimize parking demand and vehicle trips associated with construction workers for the proposed research building, UCSF and the City shall require the construction contractors to include in the Traffic Control Plan for Construction methods to encourage walking, bicycling, carpooling, and transit access to</p>	<p>Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will prepare a traffic control plan to reduce impacts from construction traffic and report on the implementation of the mitigation measure.</p>	<p>UCSF Project Manager and Design Teams (Research Building)</p> <p>Parking Authority and City and County of San Francisco (Parking Garage)</p> <p>SFMTA (approve traffic plans)</p>	<p>Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provisions for traffic control plan (including plan to reduce construction worker SOV mode share, and to provide updates to adjacent residents). Provide a report on traffic control plan implementation to Monitor upon request; but no less than quarterly after beginning each construction activity.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic (cont.)				
TRAF-1 (cont.)	<p>the campus sites by construction workers in the coordinated plan. The SFMTA would be responsible for the development of this measure before and during the construction of the 23rd Street garage.</p> <p>Project Construction Updates for Adjacent Residents and Businesses. In order to minimize construction impacts on access for nearby residences, institutions, and businesses, UCSF and the City shall provide nearby residences and adjacent businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and lane closures via a newsletter and/or website.</p>			
TRAF-2: Development of the proposed project would increase traffic at intersections on the adjacent roadway network.	<p>TR-1: Restripe 24th Street at Potrero Avenue to Provide a Westbound Left-Turn Pocket.</p> <p>Restripe the westbound approach on 24th Street at Potrero Avenue as two lanes: a 10-foot-wide left-turn pocket approximately 50 feet in length and a 10-foot-wide shared through/right-turn lane. This would require the removal of three or four parking spaces on the southern side of 24th Street at the intersection of Potrero Avenue and the restriping of the eastbound lane adjacent to the removed parking spaces to be 12 feet wide. This mitigation measure would not include the addition of new signal phases or other alterations due to the existing timing plan, although the SFMTA may choose to do so as part of the mitigation measure.</p> <p>This mitigation measure would require that large trucks or buses making the northbound right-turn movement would sweep into the westbound left-turn lane. As such, the final design of this intersection should include placement of the stop bar on the westbound turn lane approximately one car length back from the current intersection to accommodate larger turning vehicles. UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.</p>	Implement proposed improvements to 24th Street at Potrero Avenue in accordance with the mitigation measures.	UCSF Project Manager and Design Teams SFMTA (approve restriping and removal of parking spaces)	<p>Completion of proposed improvements prior to opening of Research Building.</p> <p>Note: Mitigation Measure TR-1 would reduce the impact at Potrero Avenue / 24th Street to less than significant, but UCSF does not have the authority to implement it without SFMTA's approval and assistance.</p>
	<p>TR-2: Open 23rd Street exit of 23rd Street Garage during the PM Peak Period.</p> <p>Open the 23rd Street exit to the 23rd Street Garage to traffic at 3:00 PM instead of 6:00 PM. Currently, both the entrance and exit at 23rd Street are closed to vehicles from 6:00 AM to 6:00 PM. Opening the exit at 3:00 PM to coincide with a major hospital employee shift change would allow some vehicles to shift away from the 24th Street exit and thus improve the</p>	Implement proposed improvements in accordance with the mitigation measure.	UCSF Project Manager and Design Teams DPH (conduct education of employees) Parking Authority (approve 23rd Street parking garage exit operation)	<p>Completion of proposed improvements prior to opening of Research Building.</p> <p>Note: TR-2 would be implemented if TR-1 is not approved by SFMTA. The effectiveness of TR-2 to reduce the impact at Potrero Avenue / 24th Street to less than</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic (cont.)				
TRAF-2 (cont.)	<p>operating condition of the intersection of Potrero Avenue / 24th Street. It is not known how many people would use this exit if given the option; although there is only one exit lane, which would naturally limit the number of vehicles that can exit during this period. This analysis assumes that not enough vehicles would use this alternative exit to reduce the intersection impact to a less than significant level. In conjunction with the earlier opening of the 23rd Street exit, which would increase the amount of traffic on 23rd Street, the pedestrian crossing that connects the 23rd Street Garage to the east side of the West ZSFG Driveway should be improved. Although SFMTA staff would need to concur on a final design, this should include evaluation of signal phasing prior to implementation, and it could include shifting the eastern edge of the crosswalk to the east by ten feet in order to double the width of the crosswalk to 20 feet, repainting the crosswalk in the continental style to be more visible, and shifting the westbound 48 Quintara/24th Street in the same location 20 feet to the east to increase the visibility of pedestrians. Other potential measures to increase pedestrian visibility and reduce vehicle-pedestrian collision risks include the following measures as noted below:</p> <ul style="list-style-type: none"> Consider converting intersection of Utah Street and 23rd Street to all-way stop controlled, Signalize the ZSFG driveway and associated pedestrian crossing, Add signage on Potrero Avenue directing vehicles to use 24th Street to reduce circling for visitors, Increase employee education regarding appropriate pick-up and drop-off locations to minimize any additional double-parking at the corner of 23rd Street / San Bruno Avenue, which can obscure visibility of pedestrians, and Coordinate with the appropriate enforcement agencies (SFMTA, SFPD) to increase pedestrian safety as well as reduce instances of double-parking. <p>UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.</p>		SFMTA (approve intersection and driveway control changes, pedestrian improvements, new signage)	significant is not known given the uncertainty over the volume of vehicles choosing to exit the northern egress, and UCSF does not have the authority to implement it without Parking Authority and SFMTA approval and assistance.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic (cont.)				
TRAF-2 (cont.)	<p>TR-3: Implement Additional TDM Strategies to Reduce Single Occupancy Vehicle Trips.</p> <p>UCSF and DPH shall each pursue potential TDM measures that they can feasibly implement targeted at reducing SOV trips to and from ZSFG. UCSF and DPH staff have worked collaboratively with transportation consultants, the SFMTA, and other City departments to identify a list of potential TDM strategies in addition to those already in place. The implementation of this mitigation measure could improve traffic operations in the immediate vicinity of ZSFG, including at Potrero Avenue / 24th Street by reducing SOV trips to and from ZSFG. Additionally, implementation of other TDM strategies not included in this list would have a similar effect of reducing SOV trips to and from ZSFG.</p> <p>As outlined in Section 2.2 (of the TIS), UCSF and DPH each already have TDM plans in place and an internal planning process with UCSF, DPH, the SFMTA, and transportation consultants will yield a list of potential TDM strategies that UCSF and DPH could pursue in addition to those already in place. A combination of these measures could potentially reduce single-occupant vehicle (SOV) trips for UCSF and DPH employees. To accomplish this goal, UCSF and DPH shall coordinate and each implement the following policies to the extent feasible:</p> <ul style="list-style-type: none"> • Parking Policy/Pricing <ul style="list-style-type: none"> – Adjust hourly parking rate structure to discourage all-day parking and provide spaces for patients/visitors (Parking Authority) – In order to discourage driving, increase hourly and monthly parking rates to be more in line with prevailing San Francisco market rates (Parking Authority) • Transit and Shuttle Systems <ul style="list-style-type: none"> – Expand UCSF and DPH Shuttle Service to Caltrain, Transbay Transit Terminal (applies to UCSF and DPH; would require coordination with SFMTA) – Maintain a dialogue with SFMTA regarding ZSFG's strong desire to see that the transit connection between the Mission District and the ZSFG campus remains (applies to UCSF and DPH; would require coordination with SFMTA) 	<p>Implement proposed TDM strategies in accordance with the mitigation measure.</p> <p>Establish the annual TDM budget to fund a TDM program.</p>	<p>UCSF Project Manager and Design Teams</p> <p>DPH - ZSFG</p> <p>Parking Authority</p>	<p>Implement feasible proposed TDM strategies prior to opening of Research Building.</p> <p>Note: TR-3 would be implemented if TR-1 is not approved by SFMTA. While TR-3 can reduce traffic impacts, even full implementation of Mitigation Measure TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection for the project or Variants 1 to 3. Implementation of the full suite of TDM strategies identified in TR-3 would reduce the impact at Potrero Avenue / 24th Street to less than significant under Variant 4.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic (cont.)				
TRAF-2 (cont.)	<ul style="list-style-type: none"> – Allow patients/visitors to ride DPH Shuttle and advertise the shuttle as a last-mile option (applies to DPH) – Expand additional last-mile service by alternate means, including reimbursing employees for taxi use or ride hail companies as a bridge from transit stations (applies to DPH) – Add Bike racks on DPH shuttles (applies to DPH) • Commute Vehicle Trip Reduction <ul style="list-style-type: none"> – Hire a TDM Program Manager for ZSFG to meet modal goals (applies to DPH) – Expand number of car share vehicles on-site (applies to DPH) – Create more robust carpool matching program (applies to UCSF and DPH) – Create vanpool service or coordinate with existing UCSF vanpool (applies to DPH) – Provide showers and locker facilities on campus and in the new UCSF Research Building (applies to UCSF and DPH) – Install Bay Area Bike Share Station on campus – Install transportation kiosk(s) overseen by the new TDM Program Manager (applies to DPH) – Advertise existing pre-tax commuter accounts (applies to UCSF and DPH) – Promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles (applies to DPH) – Provide signage indicating the location of bicycle parking at points of access (applies to DPH) – Facilitate access to carshare spaces through on-site garage (applies to DPH) 			
TRAF-9: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase traffic at intersections on the adjacent roadway network.	Implement Mitigation Measures TR-1, TR-2, and TR-3.	See Mitigation Measures TR-1, TR-2, and TR-3.	See Mitigation Measures TR-1, TR-2, and TR-3.	See Mitigation Measures TR-1, TR-2, and TR-3.

**HEALTH COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 16-12**

**MAKING CEQA FINDINGS AND APPROVING A GROUND LEASE AND LEASE DISPOSITION
AND DEVELOPMENT AGREEMENT BETWEEN THE CITY & COUNTY OF SAN FRANCISCO
AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR PURPOSES OF BUILDING A
NEW RESEARCH FACILITY AT THE ZSFG CAMPUS & TRAUMA CENTER**

WHEREAS, the Priscilla and Mark Zuckerberg San Francisco General Hospital and Trauma Center ("ZSFG"), is one of the nation's leading public hospitals and has continuously provided a wide range of ambulatory, emergency, acute care and trauma services to San Francisco residents for more than one hundred years; and

WHEREAS, The ZSFG campus is under the jurisdiction of City's Department of Public Health ("DPH"); and

WHEREAS, DPH and The Regents of the University of California, ("the Regents" or "UCSF") have a long standing affiliation through which UCSF provides physicians and other professional services at ZSFG; and

WHEREAS, through the ZSFG – UCSF partnership, physicians, **nurses, dentists and other health professionals**, who are leaders in their fields have been attracted to ZSFG and have established ZSFG as one of the nation's leading academic medical centers with a top training program for residents and medical students; and

WHEREAS, ZSFG is home to more than 20 UCSF research centers and major laboratories, and over 150 principal UCSF investigators conduct research at the SFGH campus; and

WHEREAS, the co-location of patient care, teaching and research activities is critical to the ability to recruit and retain the physician leaders who treat patients at SFGH; and

WHEREAS, in February 2013, the Mayor and City Administrator established a working task force co-chaired by the San Francisco Public Health Director and the UCSF Chancellor to explore the proposal that UCSF construct a modern academic research building at ZSFG on what is currently the B/C surface parking lot (the "Research Facility"), which would allow UCSF to consolidate existing ZSFG campus research centers and laboratories; and

WHEREAS, since February 2013, staff from the City (DPH, Real Estate Department, Planning Department and City Attorney's Office) and staff from the Regents have negotiated a number of agreements with respect to the proposed new Research Facility, including a non-binding Term Sheet which the Health Commission endorsed, by Resolution 15-7, on May 5, 2015; and

WHEREAS, on July 21, 2015 the Board of Supervisors adopted Board Resolution 289-15, endorsing the non-Binding Term Sheet and directed staff to continue negotiations consistent with the Term Sheet, and provided that if parties are successful, the Director of Public Health and Director of Property shall seek Health Commission and Board approval of the Ground Lease & Lease Disposition and Development Agreement; and

WHEREAS, on October 26, 2016, the Director of Public Health with staff, together with the Director of Property and the City's Attorney's Office, reached agreement on the Ground Lease and Lease Disposition & Development Agreement; and

WHEREAS, on November 16, 2016, the Regents as lead agency under the California Environmental Quality Act ("CEQA"), California Public Resources Code Sections 21000 et seq. and the California Code of Regulations Sections 15000 et seq. ("CEQA Guidelines"), certified the Research Building at ZSFG and the City Parking Garage Expansion Final Environmental Impact Report ("Final EIR"), and adopted CEQA Findings in connection with the approval of the Ground Lease and Lease Disposition & Development Agreement for the new Research Facility, including the adoption of mitigation measures, a mitigation monitoring and reporting program, and a statement of overriding considerations related to significant and unavoidable transportation impacts; and

WHEREAS, on November 16, 2016, the Regents approved the Ground Lease and Lease Disposition & Development Agreement, and granted authority to enter into both agreements; the approval of Regents, including its CEQA findings, are on file with the Secretary to this Commission and incorporated in this resolution by this reference; and

WHEREAS, the City is a responsible agency as defined by CEQA Guidelines Section 15381 and DPH through the Planning Department has complied with the requirements for a responsible agency as set forth in CEQA Guidelines Section 15096; and

WHEREAS, the Final EIR has been made available for review by the City and the public and is on file with Diane Wong, Principal Planner/Environmental Coordinator, UCSF Campus Planning, 654 Minnesota Street, San Francisco, California 94143-0286, as the custodian of records. Copies of the Final EIR are also available for review at the San Francisco Public Library (Main Library, Mission branch, Potrero Hill branch, Bernal Heights branch, and Mission Bay branch); and

WHEREAS, DPH has prepared findings in accordance with CEQA, the CEQA Guidelines, and San Francisco Administrative Code Chapter 31 ("Chapter 31"), for consideration by the Health Commission with respect to approval of the Research Facility (the "DPH CEQA Findings"), which findings are found in Attachment 1 to this Resolution, on file with the Secretary to the Commission, including a statement of overriding considerations and Exhibit A, the Mitigation Monitoring and Reporting Program for the Research Building at ZSFG and the City Parking Garage Expansion;

NOW, THEREFORE, BE IT RESOLVED, That the Health Commission has reviewed and considered the Final EIR and the record as a whole, finds that the Final EIR adequate for its use as the decision-making body for the approval of the Research Facility and hereby adopts and incorporates into this resolution by this reference the CEQA Findings in Attachment 1, including Exhibit A, on file with the Secretary to the Commission; and, be it

FURTHER RESOLVED, That the Health Commission finds that the approval of the Research Facility is within the scope of the project analyzed in the Final EIR; and be it

FURTHER RESOLVED, That the Health Commission finds that since the Regents certified the Final EIR, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the Final EIR due to the involvement of the new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Final EIR; and be it

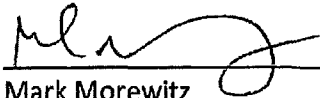
FURTHER RESOLVED, That the Health Commission has not identified any feasible alternative or additional feasible mitigation measures within its powers that would substantially lessen or avoid any significant impact the project would have on the environmental; and be it

FURTHER RESOLVED, That the Health Commission hereby adopts the following mitigation measures and attached mitigation monitoring and reporting program as these measures pertains to DPH implementation of these measures: Mitigation Measure TR-1: Restripe 24th Street at Potrero Avenue to Provide a Westbound Left-Turn Pocket; Mitigation Measure TR-2: Open 23rd Street exit of 23rd Street Garage during the PM Peak Period; and Mitigation Measure TR-3: Implement Additional TDM Strategies to Reduce Single Occupancy Vehicle Trips to and from ZSFG; further, the Health Commission also adopts Improvement Measure IM-TR-1: Construction Coordination and Monitoring Measures; and be it

FURTHER RESOLVED, That the Health Commission approves the Ground Lease and Lease Disposition & Development Agreement between the City and the Regents of the University of California substantially in the form on file with the Executive Secretary to the Health Commission, with exhibits including the LDDA permit to enter and the construction license (collectively, the "Transaction Documents"), subject to the approval of the San Francisco Board of Supervisors, and directs the Director of Public Health and Director of Property to seek approval of the Transaction Documents from the San Francisco Board of Supervisors; and, be it

FURTHER RESOLVED, That the Health Commission authorizes the Director of Public Health, in consultation with the Office of the City Attorney and the Director of Real Estate, to enter into any additions, amendments or other modifications to the Transaction Documents that the Director of Public Health determines are in the best interests of the City, do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City, and are in compliance with all applicable laws, including the City's Charter.

I hereby certify that the San Francisco Health Commission at its meeting of December 6, 2016 adopted the foregoing resolution.

A handwritten signature in dark ink, appearing to read 'Mark Morewitz', is written over a horizontal line.

Mark Morewitz

Executive Secretary to the Health Commission

January 5, 2017

Ms. Angela Calvillo
Clerk of the San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, California 94102-4689

**RE: FILE # 161345 – Lease Disposition & Development Agreement and Ground Lease –
Regents of the University of California, San Francisco – New Research Building at ZSFG**

Dear President Breed and San Francisco Board of Supervisors:

I am writing on behalf of San Francisco Medical Society, an organization representing over 1,500 physicians who live and work in San Francisco, in support of the resolution that approves a 75-year ground lease and related Lease Disposition and Development Agreement (LDDA) for the construction of a new UCSF Research and Academic Building at Zuckerberg San Francisco General (ZSFG).

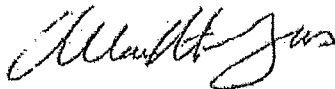
If approved, the \$200 million building would be constructed by UCSF, at no cost to City taxpayers, and would provide modern facilities to accommodate 800 UCSF researchers and staff now dispersed among several existing buildings on the ZSFG campus.

Hospitals, like ZSFG, must maintain a robust, bench-to-bedside research and teaching program to earn and retain the Level 1 Trauma Center designation, a rank reserved by the American College of Surgeons for the highest-quality, most comprehensive trauma treatment centers. The proposed building is designed to achieve this mission as efficiently as possible.

A robust research program is essential to UCSF's commitment to continually improve patient care and physician-training at ZSFG, one of the nation's premier public hospitals, and San Francisco's only Level 1 trauma center. Nearly 4,000 patients with life-threatening traumatic injuries are treated annually at ZSFG, where top UCSF specialists with expertise in trauma care are on-site around the clock, 365 days a year.

Thank you for your attention to this matter.

Sincerely,



Man-Kit Leung, MD
President

MKL:pl

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Monday, January 09, 2017 10:38 AM
To: BOS-Supervisors; BOS-Legislative Aides; Wong, Linda (BOS)
Subject: File 161345 FW: Please distribute to the Board Supervisors
Attachments: UCSF suppt ltr Res Bldg at ZSFG.pdf

From: Posi Lyon [mailto:plyon@sfms.org]
Sent: Friday, January 06, 2017 3:44 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Please distribute to the Board Supervisors

Dear Ms. Calvillo:

Would you be kind enough to distribute the attached letter to each of the supervisors? Many thanks, and Happy New Year.

Posi Lyon
Director of Administration
San Francisco Medical Society
2720 Taylor St, Ste 450
San Francisco, CA 94133
415-561-0850, ext. 260 Phone
415-561-0833 Fax
www.sfms.org



UCSF BOARD OF OVERSEERS

January 17, 2017

The Honorable London Breed
President, San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, California 94102-4689

RE: FILE # 161345 – Lease Disposition & Development Agreement and Ground Lease – Regents of the University of California, San Francisco – New Research Building at ZSFG

Dear President Breed and San Francisco Board of Supervisors:

On behalf of the UCSF Board of Overseers, we respectfully request you support the 75-year ground lease, and related Lease Disposition and Development Agreement (LDDA) that would allow the construction of a new UCSF Research and Academic Building at Zuckerberg San Francisco General (ZSFG).

If approved, the \$200 million building would be constructed by UCSF, at no cost to City taxpayers, and would provide modern facilities to accommodate 800 UCSF researchers and staff now dispersed among several existing buildings on the ZSFG campus.

For nearly 150 years, UCSF has partnered with the City and County of San Francisco to provide quality patient care at the ZSFG. UCSF's ability to conduct some of the most influential medical research in the country – directly benefitting San Franciscans – is critical to delivering advanced patient care to the patients at ZSFG.

Hospitals, like ZSFG, must maintain a robust, bench-to-bedside research and teaching program to earn and retain the Level 1 Trauma Center designation, a rank reserved by the American College of Surgeons for the highest-quality, most comprehensive trauma treatment centers. The proposed building is designed to achieve those missions as efficiently as possible.

Additionally, co-locating patient care, teaching and research activities on the same campus is critical to the ability of UCSF to recruit and retain the best physician researchers to provide patient care at ZSFG.

Therefore, we strongly encourage you to support this project which will ensure ZSFG continues to be one of the nation's premier public hospitals. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "William E. Oberndorf".

William E. Oberndorf
Chair, UCSF Board of Overseers

A handwritten signature in black ink, appearing to read "Carmen Policy".

Carmen Policy
Chair, UCSF Board of Overseers
Community & Government Relations Committee Sincerely,

Wong, Linda (BOS)

From: Lane, Laura <Laura.Lane@ucsf.edu>
Sent: Wednesday, January 18, 2017 12:42 PM
To: Breed, London (BOS)
Cc: Dilger, Rosie (BOS); Wong, Linda (BOS); Board of Supervisors, (BOS)
Subject: Support for UCSF's Research and Academic Building at ZSFG (File # 161345)
Attachments: UCSF Board of Overseers Support Letter ZSFG Research Building.pdf

President Breed:

Attached please find a letter of support from UCSF's Board of Overseers for UCSF's proposed research and academic building at ZSFG that will be heard on January 25 at the Budget & Finance Committee.

Please do not hesitate to contact me with any questions or concerns.

Laura

Laura E. Lane, JD
Associate Director, Government Relations

University of California, San Francisco
3333 California Street, Suite 103, Box 0462 | San Francisco, CA 94118
tel: 415.476.8433 | mobile: 816.719.8515
laura.lane@ucsf.edu



ucsf.edu | [Facebook.com/ucsf](https://www.facebook.com/ucsf) | [Twitter.com/ucsf](https://twitter.com/ucsf) | [YouTube.com/ucsf](https://www.youtube.com/ucsf)

January 5, 2017

Ms. Angela Calvillo
Clerk of the San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, California 94102-4689

**RE: FILE # 161345 – Lease Disposition & Development Agreement and Ground Lease –
Regents of the University of California, San Francisco – New Research Building at ZSFG**

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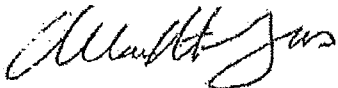
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Man-Kit Leung, MD
President

MKL:pl

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Subject: Please distribute to the Board Supervisors

Dear Ms. Calvillo:



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Posi Lyon
Director of Administration
San Francisco Medical Society
2720 Taylor St, Ste 450
San Francisco, CA 94133
415-561-0850, ext. 260 Phone
415-561-0833 Fax
www.sfms.org

OFFICE OF THE MAYOR
SAN FRANCISCO




EDWIN M. LEE

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM:  Mayor Edwin M. Lee 
RE: Lease Disposition and Development Agreement and Ground Lease with
the Regents of the University of California for a New Research Building at
Zuckerberg San Francisco General Hospital
DATE: December 13, 2016

Attached for introduction to the Board of Supervisors is an ordinance approving a Lease Disposition and Development Agreement and 75-Year Ground Lease (with option to extend to 99-Years) with the Regents of the University of California for a New Research Building at The Pricilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center; making findings under the California Environmental Quality Act, findings of conformity with the City's General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of the San Francisco Administrative Code and Environment Code, and ratifying certain actions taken in connection therewith.

I respectfully request that this item be calendared in Budget & Finance Committee on January 18, 2017.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.

BY 
2016 DEC 13 PM 2:13
SAN FRANCISCO



University of California
San Francisco



FINAL

NOVEMBER 2016

UCSF RESEARCH BUILDING AND CITY PARKING GARAGE EXPANSION AT THE PRISCILLA CHAN AND MARK ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL AND TRAUMA CENTER CAMPUS

Environmental Impact Report
State Clearinghouse Number 2015102010

FINAL

NOVEMBER 2016

**UCSF RESEARCH BUILDING AND CITY
PARKING GARAGE EXPANSION AT THE
PRISCILLA CHAN AND MARK ZUCKERBERG
SAN FRANCISCO GENERAL HOSPITAL AND
TRAUMA CENTER CAMPUS**

**Environmental Impact Report
State Clearinghouse Number 2015102010**

**Prepared for
University of California San Francisco**

Certified by the Regents of the University of California: November 17, 2016

Draft EIR Publication Date: March 23, 2016

Draft EIR Public Review Period: March 23, 2016 through May 9, 2016

Draft EIR Public Hearing Date: April 21, 2016

Comments and Responses Publication Date: November 3, 2016

**Changes from the Draft EIR text are indicated by a dot (●)
in the left margin.**

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CHAPTER 1

Introduction

1.1 Purpose of this Document

This Environmental Impact Report (EIR) had been prepared in accordance with the California Environmental Quality Act, Public Resources Code Sections 21000, et seq. (“CEQA”) to assess the potentially significant environmental effects of the proposed University of California, San Francisco (UCSF) Research Building and City Parking Garage Expansion at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center Campus project (hereinafter the “proposed project”).

As required by the California Environmental Quality Act (CEQA), this EIR: (1) assesses the potentially significant environmental effects that could result from implementation of the proposed project as well as the potentially significant cumulative impacts; (2) identifies feasible means of avoiding or substantially lessening significant adverse impacts; and (3) evaluates a range of reasonable alternatives to the proposed project, including the required No Project Alternative.

The University of California (University or UC) is the “lead agency” for the project evaluated in this EIR. The Board of Regents of the University of California (“the Regents”) has the responsibility for approving and implementing the research building component of the project and for approving the long-term ground lease interest in the lot (Lot B/C) on which the building will be constructed and operated. The Parking Authority of the City and County of San Francisco (“Parking Authority”) and the City each would act as a responsible agency under CEQA and, collectively, have the responsibility of approving and implementing the actions, including the long-term ground lease, related to the parking garage expansion included in the project.

UCSF has prepared this EIR on the proposed project for the following purposes:

- To inform the general public, the local community, and public agencies of the nature of the proposed project, its potentially significant environmental effects, feasible measures to mitigate those effects, as well as reasonable and feasible alternatives;
- To enable the University to consider the environmental consequences of approving the proposed project;
- To enable responsible agencies to consider the environmental consequences of the proposed project for which they have a role in approving or issuing permits; and
- To satisfy CEQA requirements.

As described in CEQA and the CEQA Guidelines, public agencies cannot approve projects that may cause a significant environmental impact without adopting mitigation measures or alternatives to avoid or substantially lessen those significant environmental effects, where feasible. In discharging this duty, a public agency has an obligation to balance the project's significant effects on the environment with its benefits, including economic, social, technological, legal and other benefits. This EIR is an informational document, the purpose of which is to identify the potentially significant environmental effects of implementing the proposed project, and to indicate the manner in which those significant effects can be avoided or significantly lessened. The EIR also identifies any significant and unavoidable adverse impacts that cannot be mitigated to a less-than-significant level and reasonable and feasible alternatives that would eliminate any significant adverse environmental effects or reduce the impacts to a less-than-significant level.

The University (or the Regents or its designee) is required to consider the information in the EIR, along with any other relevant information, in making its decision on those elements of the proposed project within the Regents' jurisdiction. Although the EIR does not determine the ultimate decision that will be made regarding implementing the proposed project, CEQA requires the Regents or its designee to consider the information in the EIR and make findings regarding each significant effect identified in the EIR. If determined to comply with CEQA, the Regents will certify the Final EIR prior to taking any action approving the proposed project.

1.2 Summary of the Proposed Project

UCSF is proposing to develop a research building at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center Campus (ZSFG) on Twenty-Third Street between Vermont and Utah streets. Additionally, the Parking Authority of the City and County of San Francisco is considering expanding the existing ZSFG public parking structure at 2500 Twenty-Fourth Street.

UCSF has a major presence at ZSFG, an acute-care medical center owned and operated by the City and County of San Francisco (City). Through its affiliation agreement with the City, UCSF physicians and other health care professionals provide a large majority of medical services and care at ZSFG in City-owned buildings. UCSF does not own facilities at ZSFG, but leases space or otherwise occupies space in exchange for services.

The proposed UCSF research building would be located on the site of the B/C Lot, a surface parking lot on the ZSFG campus along the north side of Twenty-Third Street between Vermont and Utah streets. The University would enter into a long-term ground lease with the City and County of San Francisco for the B/C Lot. The proposed research building would be 5 stories (80 feet in height, plus 12 feet to accommodate rooftop mechanical equipment), approximately 175,000 gross square feet (gsf), and would meet UC seismic safety requirements.

Because the proposed research building would displace existing surface parking on the B/C Lot, and because the San Francisco Department of Public Health has determined that additional spaces are needed in the parking garage to meet demand generated by the occupants of existing City-owned buildings at ZSFG, the proposed project also includes the expansion of the ZSFG

parking garage, owned and operated by the Parking Authority, located a block to the south at 2500 Twenty-Fourth Street. The proposal includes a horizontal extension of the garage to the south to Twenty-Fourth Street (an addition of 307 parking spaces). Under the proposed project, UCSF would develop the research building on the B/C Lot site, and the Parking Authority would develop the ZSFG parking garage expansion.

1.3 Environmental Review Process

UCSF has filed a Notice of Completion (NOC) with the Governor's Office of Planning and Research, State Clearinghouse indicating that this EIR has been completed and is available for review and comment by agencies and the public.

The Draft EIR has been made available for review by agencies, organizations, the public and interested parties for a review period of 45 days, as mandated by California law, from March 23, 2016 through May 9, 2016. In addition, a public hearing will be held on April 21. In reviewing the Draft EIR, reviewers should focus on the document's adequacy in identifying and analyzing significant effects on the environment and ways in which the significant effects of the project might be avoided or mitigated. To ensure inclusion in the Final EIR and full consideration by the lead agency, comments on the Draft EIR must be received during the public review period at the following address:

UCSF Campus Planning
654 Minnesota Street
San Francisco, California 94143-0286
Contact: Diane Wong, Environmental Coordinator
EIR@planning.ucsf.edu

UCSF will accept e-mail comments in lieu of traditional mailed comments; nevertheless, reviewers are encouraged to follow up on any e-mail comments with letters. Following the close of the review period, responses to comments on the Draft EIR will be prepared and published as a separate document. The Draft EIR text and appendices, together with responses to comments and any text changes made to the Draft EIR will constitute the Final EIR.

The Regents, the decision-making body for the University, or its delegated committee or administrative official will review the UCSF Research Building and City Parking Garage Expansion at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center Campus Final EIR for adequacy and consider it for certification pursuant to the requirements of Section 15090 of the CEQA Guidelines. If the Regents certify the Final EIR, then the Regents will consider the ground lease and research building for approval or denial. If the Regents choose to approve the ground lease and research building, findings on the feasibility of reducing or avoiding significant environmental effects will be made and, if necessary, a Statement of Overriding Considerations will be prepared. If the Regents approve the ground lease and research building, a Notice of Determination (NOD) will be prepared and will be filed with the State Clearinghouse. The NOD will include a description of the project, the date of approval, an indication of whether the Findings were prepared and a Statement of Overriding Considerations was adopted, and the address where the Final EIR and record of project approval are available for review.

1.3.1 Type of EIR

This is a project EIR prepared pursuant to Section 15161 of the CEQA Guidelines to evaluate the impacts associated with the proposed project. Each campus of the University of California is required to prepare a Long Range Development Plan (LRDP) that sets forth concepts, principles, and plans to guide the future growth of the campus. On November 20, 2014, the Regents adopted UCSF's 2014 LRDP, which outlines development proposals for UCSF through 2035, following certification of the Final EIR on the 2014 LRDP. The 2014 LRDP EIR did not include the proposed project in its analyses, because the proposed project was not fully defined at the time the 2014 LRDP EIR was being prepared. Furthermore, as there are no programmatic interdependencies between the proposed project and the 2014 LRDP and its development proposals, the proposed project has independent utility. The 2014 LRDP EIR was completed with the understanding that the proposed project would undergo a separate environmental review, which is the subject of this document.

1.3.2 Public and Agency Review

On October 6, 2015, a Notice of Preparation (NOP), including an Initial Study, was published for the UCSF Research Building and City Parking Garage Expansion EIR. The 30-day public comment period ended on November 5, 2015. A copy of the NOP/Initial Study is included in Appendix A. A scoping meeting was held on October 21, 2015, in the Cafeteria on the ZSFG campus, to accept public input on environmental topics to be analyzed in the EIR and approaches to the impact analyses. Written and oral comments received on the NOP are included in Appendix B.

Pursuant to Section 15063 of the CEQA Guidelines, an Initial Study is a preliminary environmental analysis that may be used by the lead agency to focus an EIR on the environmental effects resulting from a proposed project that may be significant. The Initial Study prepared for the proposed project identified effects that would clearly result in no impact or result in a less-than-significant impact under the CEQA significance criteria. No further analysis beyond that provided in the Initial Study is necessary for those effects. The Initial Study also identified potential environmental effects that require detailed study in the EIR.

Copies of the Draft EIR are available online for public review at <http://campusplanning.ucsf.edu/>. Paper copies of these documents are available for viewing at the following libraries:

UCSF Libraries:

- UCSF Mission Bay Library, 1675 Owens Street

San Francisco Public Library:

- San Francisco Main Branch, 100 Larkin Street
- Mission Branch, 300 Bartlett Street
- Mission Bay Branch, 960 4th Street
- Bernal Heights Branch, 500 Cortland Avenue
- Potrero Hill Branch, 1616 20th Street

1.3.3 Intended Uses of this EIR

Following the close of the public and agency comment period on this Draft EIR (May 9, 2016), the University will prepare responses to all written comments and to oral comments received at the public hearing that raise CEQA-related environmental issues regarding the proposed project and the analysis in this EIR. The responses will be published in the Final EIR. The Final EIR will be considered by the Regents in a public meeting and certified if it is determined to be in compliance with CEQA. Upon certification of the EIR, the Regents or its designee will consider whether to approve the proposed ground lease and research building. This EIR will also be used by responsible agencies with approval authority over aspects of the project, including the Parking Authority and the City and County of San Francisco.

1.4 Scope of This EIR

UCSF completed a preliminary review of the Project, as described in Section 15060 of the CEQA Guidelines, and determined that environmental review was required. UCSF prepared an Initial Study in October 2015 and determined that an EIR would be prepared. Based on the Initial Study and the comments received at the scoping meeting and in response to the NOP, it was determined that the EIR would evaluate the following environmental topics in further detail:

- Aesthetics
- Air Quality
- Cultural Resources
- Greenhouse Gas Emissions
- Land Use and Planning
- Noise
- Transportation and Traffic

1.5 Report Organization

Chapter 1, *Introduction*, provides an introduction and overview of the proposed project and EIR, as well as the intended use of the EIR, including the review and certification process.

Chapter 2, *Summary*, summarizes the environmental impacts that would result from implementation of the proposed project, lists proposed mitigation measures, and indicates the level of significance of impacts after mitigation.

Chapter 3, *Project Description*, provides a detailed description of the proposed project, including project objectives and discretionary approvals.

Chapter 4, *Environmental Setting, Impacts, and Mitigation Measures*, describes the environmental setting, including applicable plans and policies; provides an analysis of the potential environmental impacts of the proposed project; and identifies mitigation measures to avoid or reduce significant impacts. It also includes evaluation of the project's cumulative impacts.

Chapter 5, *CEQA Statutory Sections*, provides a discussion of the project's significant and unavoidable impacts, significant irreversible changes which would be caused if the project were to be implemented, and the potential for growth inducement from the project.

Chapter 6, *Alternatives*, summarizes alternatives to the project and the comparative environmental consequences of each alternative in relation to the project. This section includes an analysis of the No Project Alternative, as required by CEQA.

Chapter 7, *Report Preparation*, provides a list of the individuals involved in the preparation of the EIR.

- **Chapter 8, *Comments and Responses***
- **Chapter 9, *Mitigation Monitoring and Reporting Program***

CHAPTER 2

Summary

2.1 Purpose

This EIR evaluates the potential for environmental impacts from the implementation of the UCSF Research Building and City Parking Garage Expansion at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital (ZSFG) and Trauma Center Campus project (the project). It is the intent of this Summary to provide the decision makers and the public with a clear, simple, and concise description of the proposed project and its potential environmental impacts. Section 15132 of the CEQA Guidelines requires that the summary identify each significant effect, recommended mitigation measure(s), and alternatives that would minimize or avoid potential significant impacts. The summary is also required to identify areas of controversy known to the lead agency, including issues raised by agencies and the public and issues to be resolved. These issues include the choice among alternatives and whether or how to mitigate significant effects. This section focuses on the major areas of importance in the environmental analysis for the proposed project.

2.2 Project Description

UCSF is proposing to develop a research building at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital (ZSFG) and Trauma Center Campus on Twenty-Third Street between Vermont and Utah streets. Additionally, the Parking Authority of the City and County of San Francisco is considering expanding the existing ZSFG public parking structure at 2500 Twenty-Fourth Street.

UCSF has a major presence at ZSFG, an acute-care medical center owned and operated by the City and County of San Francisco (City). Through its affiliation agreement with the City, UCSF physicians and other health care professionals provide a large majority of medical services and care at ZSFG in City-owned buildings. UCSF does not own facilities at ZSFG, but leases space or otherwise occupies space in exchange for services.

The proposed UCSF research building would be located on the site of the B/C Lot, a surface parking lot on the ZSFG campus along the north side of Twenty-Third Street between Vermont and Utah streets. The University would enter into a long-term ground lease with the City and County of San Francisco for the B/C Lot. The proposed research building would be 5 stories (80 feet in height, plus 12 feet to accommodate rooftop mechanical equipment), approximately 175,000 gross square feet (gsf), and would meet UC seismic safety requirements.

Because the proposed research building would displace existing surface parking on the B/C Lot, and because the San Francisco Department of Public Health has determined that additional spaces are needed in the parking garage to meet demand generated by the occupants of the existing City-owned buildings at ZSFG, the proposed project also includes the expansion of the ZSFG parking garage, owned and operated by the Parking Authority, located a block to the south at 2500 Twenty-Fourth Street. The proposal includes extending the garage to the south to Twenty-Fourth Street (an addition of 307 parking spaces). Under the project, UCSF would develop the research building on the B/C site, and the Parking Authority would develop the ZSFG parking garage expansion. The proposed project also includes implementation of one traffic improvement measure (IM-TR-1) that would require preparation and implementation of a traffic control plan during project construction as well as notification on a regular basis to nearby residences, institutions, and businesses of construction activities. The improvement measure is provided under Impact TRAF-1 on page 4.7-21.

2.3 Project Objectives

The project objectives for the research building and parking garage expansion are listed below:

Research Building Objectives

- To develop a new research facility of at approximately 175,000 gross square feet in order to accommodate UCSF research programs and employees that must vacate seismically compromised buildings elsewhere on the ZSFG campus.
- To comply with UC's *Seismic Safety Policy*, to ensure a seismically safe environment for UCSF employees, patients and visitors.
- To ensure existing UCSF research activities remain on the ZSFG campus in close proximity to the communities being served, and in close proximity to the ZSFG Level 1 Trauma Center, enabling physicians to provide a rapid response to trauma and urgent clinical needs of patients.
- To ensure existing research activities remain on the ZSFG campus, which is a requirement for the ZSFG Trauma Center to retain its designation as a Level 1.
- To foster collaboration, accommodate interdependent programs, and reinforce academic, research and clinical relationships at ZSFG.
- To develop a new research building that is compatible with the overall landscape of the ZSFG campus as well as the surrounding neighborhood.
- To develop a new research building that, to the extent feasible, complies with the San Francisco Planning Code.
- To develop a new research building that is cost-effective in terms of design, construction cost, operational costs, and maintenance.

Parking Garage Expansion Objectives

- To provide sufficient parking to accommodate any increases in population on the ZSFG campus and loss of existing parking supply resulting from (1) the proposed research building, (2) recently completed projects such as the new hospital, (3) potential future projects such as new clinics and backfill of vacated space; and (4) implementation of nearby streetscape projects by the San Francisco Municipal Transportation Agency.

- To enhance the existing Transportation Demand Management (TDM) program by developing new and/or enhanced TDM measures to emphasize transportation alternatives that will lessen auto traffic in and around the campus, consistent with the City's *Transit First* policy.

2.4 Impact Summary

Table 2-1 provides a complete list of impacts, mitigation measures, and improvement measures identified in the EIR. Each impact lists applicable mitigation measures and the level of significance of the impact before and after the implementation of the mitigation measure(s). Impacts and mitigation measures identified in the Initial Study (Appendix A) are provided in **Table 2-2**.

2.5 Alternatives to the Proposed Project

The following alternatives were analyzed in detail in the EIR and compared to the proposed project. The objective of the alternatives analysis is to determine whether an alternative would feasibly attain some or most of the project objectives, while avoiding or substantially lessening some of the significant effects of the proposed project.

Alternative 1: No Project Alternative. Under the No Project Alternative the proposed research building would not be constructed and no expansion of the existing parking garage would occur. The proposed research building site would remain as a surface parking lot (B/C Lot). UCSF would continue to occupy space on the ZSFG campus in existing buildings. Additional UCSF employees in off-campus leased space would not relocate to the ZSFG campus under the No Project Alternative.

Alternative 2: On-Site/Underground Parking Alternative. The On-Site/Underground Parking Alternative would consist of the research building as proposed by the project with the addition of an underground parking structure constructed below the building. The underground garage would likely consist of two-levels that would contain 202 parking spaces, which would represent a net gain of 37 spaces in comparison to the 130 existing spaces on the B/C Lot and adjacent 35 spaces for handicapped users, service vehicles, and ZSFG staff that would be displaced by construction of the research building. The expansion of the existing parking garage would not occur.

Alternative 3 (Project Variant 4): No Garage Expansion. Under this variant only the proposed research building would be constructed. The City parking structure would not be expanded under this variant. Detailed descriptions and an analysis of potential impacts of each alternative are presented in Chapter 6, *Alternatives*, of this EIR.

2.6 Known Areas of Controversy

This EIR addresses issues associated with the proposed project that are known to UCSF or the City or were raised by agencies or interested parties during the Notice of Preparation public and agency review period. These issues include:

- Traffic, parking, noise, and construction effects

**TABLE 2-1
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES**

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Aesthetics			
AES-1: The proposed project would not substantially damage scenic resources or other features that contribute to a scenic public setting or substantially degrade the existing visual character or quality of the site and its surroundings.	Less than Significant	None required	Less than Significant
Air Quality			
AQ-1: The proposed project and its variants would result in increased emissions of dust and criteria air pollutants during demolition and construction activities.	Potentially Significant	<p>AQ-1: Best Management Practices for Controlling Particulate Emissions during Construction of Research Building.</p> <p>The following BAAQMD Best Management Practices for particulate control will be required for all construction activities related to the research building (BAAQMD, 2012). These measures will reduce particulate emissions primarily during soil movement, grading and demolition activities but also during vehicle and equipment movement on unpaved project sites</p> <ol style="list-style-type: none"> 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. 3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 mph. 5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, § 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. 8. Post a publically visible sign with the telephone number and person to contact at UCSF regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD's telephone number shall also be visible to ensure compliance with applicable regulations. 	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Air Quality (cont.)			
AQ-2: The proposed project and its variants would result in increased emissions of criteria air pollutants during operation.	Less than Significant	None required	Less than Significant
AQ-3: Construction and operation of the proposed project would generate toxic air contaminants, including diesel particulate matter, and could expose sensitive receptors to substantial air pollutant concentrations.	Potentially Significant	<p>Mitigation Measure AQ-3: Construction Exhaust Emissions Reduction Measures during Construction of Research Building.</p> <p>The construction contractor shall implement the following measures during construction of the research building to further reduce construction-related exhaust emissions:</p> <p>All off-road equipment greater than 25 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:</p> <ol style="list-style-type: none"> Where access to alternative sources of power are available, portable diesel engines shall be prohibited; and All off-road equipment shall have: <ol style="list-style-type: none"> Engines that meet or exceed either USEPA or CARB Tier 2 off-road emission standards, and Engines that are retrofitted with a CARB Level 3 Verified Diesel Emissions Control Strategy. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such are available. 	Less than Significant
AQ-4: The proposed project and its variants would not create objectionable odors that would affect a substantial number of people.	Less than Significant	None required	Less than Significant
AQ-5: The proposed project could conflict with, or obstruct implementation of, the <i>2010 Clean Air Plan</i> .	Potentially Significant	Implement Mitigation Measure AQ-1 and AQ-3.	Less than Significant
Cultural Resources			
CP-1: Construction of the proposed project could cause a substantial adverse change in the significance of the SFGH Historic District, a historical resource as defined in Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code.	Potentially Significant	<p>CP-1: Design Guidelines for the Research Building.</p> <p>The design of the proposed research building shall adhere to the following design guidelines.</p> <p>Siting</p> <ol style="list-style-type: none"> The west elevation of the building should be generally parallel to the north-south entry road that bisects the campus. At the ground level, the setback of the building from this north-south road should be similar in extent to the setbacks from this road exhibited by Building 1/1A/1B/1C, Building 9, Building 10/20, and Building 30/40. 	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Cultural Resources (cont.)			
CP-1 (cont.)		<p>2. In keeping with the site's urban setting, the south elevation of the building should be generally rectilinear and parallel to Twenty-Third Street.</p> <p>Height, Scale and Massing</p> <ol style="list-style-type: none"> 1. The height of the building should be kept at or below the 85-foot-height of Buildings 10/20 and 30/40. This height is exclusive of rooftop mechanical equipment, assuming such equipment is sufficiently setback and differentiated in material that it does not "read" as a vertical extension of the façade. 2. The façades of the new building should have a vertical orientation that is underscored by bays at the building corners that project relative to the central portions of the façades. 3. Blank, mirrored, or opaque facades should be avoided. 4. On the south and west façades, architectural elements should be used to divide the façades into intervals similar to those found elsewhere in the District, including Building 9 and the Building 30/40 "finger wards." This could be accomplished through a variety of means, including the use of bays, setbacks, horizontal belt courses, and/or changes in material or ornamentation. <p>Materials and Cladding</p> <ol style="list-style-type: none"> 1. Given the prevalence of brick within the SFGH Historic District, the use of masonry (including brick and terra cotta) exclusively or in combination with other compatible exterior cladding materials is encouraged. Masonry should be a prominent material if used in combination with other materials. 2. New construction should use materials in a manner that creates details and textures that draw from the District and that give the building a three-dimensional character. Monolithic wall treatments should be avoided. <p>Windows</p> <ol style="list-style-type: none"> 1. Fenestration patterns and proportions, as well as the percent of the façade devoted to fenestration, should be consistent with the District, especially adjacent contributory buildings (Buildings 9 and 30/40). Building 9 features recessed, double-hung, wood sash windows of either round arched or rectangular shape that are arranged singly and in pairs. Building 30/40 exhibits a variety of window types. Most of the building's windows are recessed, double-hung, wood sash windows of round arched or rectangular shape that are arranged either singly or in groups of three. The fifth floor (added in 1931) features wood sash, paired casement windows surmounted by arched transom and separated by terra cotta colennettes. The chamfered, east-facing bays of the building feature rectangular, wood sash, paired casement windows surmounted by rectangular transoms. These windows are arranged singly, in pairs and in groups of four. Accordingly, 	

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Cultural Resources (cont.)			
CP-1 (cont.)		<p>use of recessed, punched windows on at least substantial portions of the building exterior is encouraged. Uninterrupted expanses of full-height glazing should be avoided. Arranging windows into bands of two, three or more is encouraged.</p> <p>2. In keeping with the District contributors, windows should have a vertical orientation. Use of rectangular windows and/or round arched windows is encouraged.</p> <p>Street Frontage</p> <p>1. The south façade of the building should incorporate at least one prominent pedestrian entry.</p> <p>Site Features</p> <p>1. The brick Guardhouse and Gate Pillar should be retained in their current location. If temporary relocation is necessary to accommodate construction, a Historic Architect satisfying the Secretary of the Interior's Professional Qualifications Standards should be engaged to oversee the temporary relocation and reinstallation of these historic resources.</p> <p>2. The brick and metal fence along the southern edge of the site should be retained in its current location. If temporary relocation of any portion of the fence is necessary to accommodate construction, a Historic Architect satisfying the Secretary of the Interior's Professional Qualifications Standards should be engaged to oversee the temporary relocation and reinstallation of this historic resource.</p> <p>3. A conservator well-versed in the assessment of historic fountains and related statuary should be engaged to evaluate the feasibility of relocating the fountain, which exhibits noticeable wear and may be constructed of fairly porous cement.</p> <p>4. If deemed feasible, the fountain should be moved to a location elsewhere within the SFGH Historic District that reflects the character and prominence of its original location within the grass lawn courtyard of the Tubercular Ward (the fountain should not be located between parking spots). Accordingly, the fountain should be relocated to an area south or west of the proposed building, where it can continue its current use as a planter.</p>	
CP-2: Construction of the proposed project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.	Potentially Significant	<p>CP-2: Archeological Research Design, Testing and Evaluation Plan, Archeological Monitoring Program and/or Archeological Data Recovery Program</p> <p>Archeological Research Design, Testing, and Evaluation Plan. Because archeological resources may be present within the C-APE for both the B/C Lot and the parking garage expansion site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on archeological resources.</p>	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Cultural Resources (cont.)			
CP-2 (cont.)		<p>UCSF shall retain the services of an archeological consultant to prepare and implement an Archeological Research Design, Testing, and Evaluation Plan (ARDTEP) prior to project construction of the research building. The City shall similarly retain the services of an archeological consultant to prepare and implement a separate ARDTEP prior to construction of the parking garage expansion.</p> <p>Each ARDTEP will guide fieldwork and help to determine if identified archeological remains qualify as significant. Each ARDTEP shall be prepared by professionals who meet the Secretary of the Interior's Professional Qualifications Standards in historical archeology, prehistoric archeology, and history (36 CFR Part 61)¹, and shall be reviewed and approved by UCSF for the research building site and the City's Environmental Review Officer (ERO) for the garage expansion site.</p> <p>Each ARDTEP shall address and ensure the following: (1) a geoarcheological landscape approach to identify potential presence of paleosols that may have provided living surfaces for prehistoric populations; (2) the appropriateness of specific protocols for the identification and evaluation of paleosol deposits; (3) the full exposure, documentation, and recordation of the former residences, businesses, and hospital related outbuildings; and (4) appropriate field investigation strategies for the identification and evaluation of other types of historical archeological deposits and/or features (e.g., burned structural/building contents debris, artifact filled privies, etc.).</p> <p>At a minimum, the <i>research design</i> component of each ARDTEP shall contain the following sections:</p> <ul style="list-style-type: none"> • Introduction and Purpose • Project Location and Description • Regulatory Context • Methods and Sources • Holocene Landscape Evolution • Prehistory and Ethnography • History • Previous Archeological Research <ul style="list-style-type: none"> – Prehistoric Archeology – Historical Archeology • Archeological Research Design • Geoarcheology • Archival and Oral History Research <ul style="list-style-type: none"> – Block Histories by Address • Research Context: Prehistoric Archeology 	

¹ Secretary of the Interior. Standards and Guidelines for Archeology and Historic Preservation, Professional Qualifications Standards.

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Cultural Resources (cont.)			
CP-2 (cont.)		<ul style="list-style-type: none"> - Research Themes and Issues - Data Requirements - Property Types: Prehistoric Archeology - Archeological Sensitivity: Prehistoric • Research Context: Historical Archeology <ul style="list-style-type: none"> - Research Themes and Issues - Data Requirements - Property Types: Historical Archeology - Archeological Sensitivity: Historical Archeology <p>At a minimum, the <i>testing component</i> of each ARDTEP will contain the following sections:</p> <ul style="list-style-type: none"> • Introduction and Purpose • Test Areas and their Potential Significance Fieldwork Methods • Hazardous Materials, Health, and Safety • Treatment of Human Remains and Burial Goods Public Involvement • Laboratory Work <ul style="list-style-type: none"> - Laboratory Methods • Archeological Evaluation Plan: Evaluation Procedures and Criteria Integrity • Infield Evaluation Post-field Evaluation • Reporting and Dissemination of Results <ul style="list-style-type: none"> - Public Outreach • Curation <p>Each ARDTEP will be used to inform decisions regarding project design, and will be carried out prior to project construction.</p> <p>At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to UCSF for the research building site and the City or its designated representative for the garage expansion site. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, UCSF and the City or its designated representative in consultation with the archeological consultant shall determine if additional measures are warranted for each respective site. Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of UCSF for the research building site and the City or its designated representative for the garage expansion site. If UCSF determines that a significant archeological resource is present on the research building site, or the City or its designated representative determines that a significant archeological resource is present on the garage expansion site, and that the resource could be adversely affected by the proposed project, at the discretion of UCSF or the City either:</p>	

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Cultural Resources (cont.)			
CP-2 (cont.)		<p>A. The proposed research building or garage expansion shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or</p> <p>B. A data recovery program shall be implemented, unless UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.</p> <p>Consultation with Descendant Communities. On discovery of an archeological site² associated with descendant Native Americans, the Overseas Chinese, or other descendant group on the research building site or garage expansion site, an appropriate representative³ of the descendant group and UCSF (for the research building site) and the City or its designated representative (for the garage expansion site) shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the sites and to consult with UCSF regarding the research building site, and the City or its designated representative for the garage expansion site, regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report shall be provided to the representative of the descendant group.</p> <p>Archeological Monitoring Program. If UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented, the archeological monitoring program for each respective site shall minimally include the following provisions:</p> <ul style="list-style-type: none"> The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall meet and consult on the scope of the archeological monitoring program (AMP) reasonably prior to any project-related soils disturbing activities commencing. UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context; 	

² By the term "archeological site" is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.

³ An "appropriate representative" of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America. An appropriate representative of other descendant groups should be determined in consultation with the Department archeologist.

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Cultural Resources (cont.)			
CP-2 (cont.)		<ul style="list-style-type: none"> The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource; The archeological monitor(s) shall be present on each respective project site according to a schedule agreed upon by the archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) until UCSF or the City or its designated representative has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits; The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis; If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/ construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). The archeological consultant shall immediately notify UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to UCSF or the City or its designated representative, respectively. <p>Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site).</p> <p>Archeological Data Recovery Program. If UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant determines that an archeological data recovery program shall be implemented, the archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological</p>	

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Cultural Resources (cont.)			
CP-2 (cont.)		<p>consultant shall submit a draft ADRP to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.</p> <p>The scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> • <i>Field Methods and Procedures.</i> Descriptions of proposed field strategies, procedures, and operations. • <i>Cataloguing and Laboratory Analysis.</i> Description of selected cataloguing system and artifact analysis procedures. • <i>Discard and Deaccession Policy.</i> Description of and rationale for field and post-field discard and deaccession policies. • <i>Interpretive Program.</i> Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program. • <i>Security Measures.</i> Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities. • <i>Final Report.</i> Description of proposed report format and distribution of results. • <i>Curation.</i> Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. <p>Human Remains and Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the</p>	

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Cultural Resources (cont.)			
CP-2 (cont.)		<p>garage expansion site), and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.</p> <p>Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by UCSF (for the research building site) or the City or its designated representative (for the garage expansion site), copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR (for the garage expansion site) along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the City or its designated representative may require a different final report content, format, and distribution than that presented above for the garage expansion site.</p>	
CP-3: Construction of the proposed project could disturb any human remains, including those interred outside of formal cemeteries.	Potentially Significant	Implement Mitigation Measure CP-2.	Less than Significant
CP-4: Construction of the proposed project could cause a substantial adverse change in the significance of a tribal cultural resource as defined in PRC Section 21074.	Potentially Significant	Implement Mitigation Measure CP-2.	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Cultural Resources (cont.)			
CP-5: Construction of the proposed project could directly or indirectly destroy a unique paleontological resource or site, or a unique geologic feature.	Potentially Significant	<p>CP-5: Inadvertent Discovery of Paleontological Resources.</p> <p>The following measures shall be implemented should construction result in the accidental discovery of paleontological resources:</p> <p>To reduce the potential for the proposed project to result in a significant impact on paleontological resources, UCSF (for the research building site) or and the Planning Department (for the garage expansion site) shall arrange for a paleontological training by a qualified paleontologist regarding the potential for such resources to exist in the project site and how to identify such resources. The training could consist of a recorded presentation of the initial training that could be reused for new personnel. The training shall also include a review of penalties for looting and disturbance of these resources. An alert sheet shall be prepared by the qualified paleontologist and shall include the following:</p> <ol style="list-style-type: none"> 1. A discussion of the potential to encounter paleontological resources. 2. Instructions for reporting observed looting of a paleontological resource; and instructions that if a paleontological deposit is encountered within a project area, all soil disturbing activities in the vicinity of the deposit shall cease and UCSF (for the research building site) or the Planning Department (for the garage expansion site) shall be notified immediately. 3. Who to contact in the event of an unanticipated discovery. <p>If potential fossils are discovered by construction crews, all earthwork or other types of ground disturbance within 50 feet of the find shall stop immediately until the qualified professional paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. The paleontologist may also propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations shall be consistent with the Society of Vertebrate Paleontology 2010 guidelines and currently accepted scientific practice, and shall be subject to review and approval by UCSF (for the research building site) or the City or designee (for the garage expansion site). If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection, and may also include preparation of a report for publication describing the finds. UCSF (for the research building site) or the City (for the garage expansion site) shall be responsible for ensuring that treatment is implemented and reported. If no report is required, UCSF or the City shall nonetheless ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.</p>	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Greenhouse Gas Emissions			
GHG-1: The proposed project and its variants would result in an increase in greenhouse gas emissions.	Potentially Significant	GHG-1: Construction-Related GHG Reduction Measures during Construction of Research Building. The following BAAQMD-suggested measures shall be implemented during demolition and construction activities related to the research building: <ul style="list-style-type: none"> • Use alternative fueled (e.g., biodiesel, electric) construction vehicles/equipment where feasible; • Use locally sourced building materials for at least 10% of overall materials brought to site; and • Recycle or reuse at least 50% of construction waste or demolition materials. 	Less than Significant
GHG-2: The proposed project and its variants would not conflict with the AB32 Scoping Plan, the UCSF Climate Action Plan, the UCSF GHG Reduction Strategy, or the City of San Francisco's GHG Reduction Strategy.	Less than Significant	None required	Less than Significant
Land Use and Planning			
LU-1: The proposed project would be consistent with the applicable land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental effect, and would not conflict with local land use regulations such that a significant incompatibility is created with adjacent land uses.	Less than Significant	None required	Less than Significant
LU-2: The proposed project would not have a substantial impact upon the existing character of the vicinity.	Less than Significant	None required	Less than Significant
Noise			
NO-1: Construction of the proposed project could cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	Potentially Significant	NO-1: Construction Noise Control Measures. Contractors shall employ site-specific noise attenuation measures during construction to reduce the generation of construction noise to less than 10 dBA over existing noise levels. These measures shall be included in a Noise Control Plan that shall be submitted for review and approval by UCSF for construction of the research building and the City or its designated representative for the garage expansion to ensure that construction noise is reduced to the degree feasible. Measures specified in the Noise Control Plans and implemented during project construction shall include, at a minimum, the following noise control strategies: <ul style="list-style-type: none"> • Equipment and trucks used for construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds). 	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Noise (cont.)			
NO-1 (cont.)		<ul style="list-style-type: none"> Construction equipment with lower noise emission ratings shall be used whenever possible, particularly for air compressors. Sound-control devices no less effective than those provided by the manufacturer shall be provided on all construction equipment. Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures, such as use of drills rather than impact tools, shall be used where feasible. Stationary noise sources such as material stockpiles and vehicle staging areas shall be located as far from adjacent receptors as possible. Enclosures and mufflers for stationary equipment shall be provided, impact tools shall be shrouded or shielded, and barriers shall be installed around particularly noisy activities at the construction sites so that the line of sight between the construction activities and nearby sensitive receptor locations is blocked to the extent feasible. Unnecessary idling of internal combustion engines shall be prohibited. Construction-related vehicles and equipment shall be required to use designated truck routes to travel to and from the project sites as determined with consultation with the SFMTA as part of the permit process prior to construction. The project sponsor shall designate a point of contact to respond to noise complaints. The point of contact must have the authority to modify construction noise-generating activities to ensure compliance with the measures above and with the San Francisco Noise Ordinance. 	
NO-2: Construction of the proposed project would not expose people to or generate noise levels in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies.	Less than Significant	None required	Less than Significant
NO-3: Construction of the proposed project would not expose people and structures to or generate excessive groundborne vibration levels	Less than Significant	None required	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
● NO-4: Operation of the proposed project would cause a substantial permanent increase in ambient noise levels in the project vicinity.	Less than Significant	None required	Less than Significant
● C-NO-1: Operation of the proposed project when considered with other cumulative development would cause a substantial permanent increase in ambient noise levels in the project vicinity.	Less than Significant	None required	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Transportation and Traffic			
TRAF-1: Construction of the proposed project could cause substantial adverse impacts to traffic flow, circulation and access as well as to transit, pedestrian, and parking conditions during demolition and construction activities.	Less than Significant	<p>IM-TR-1: Construction Coordination and Monitoring Measures.</p> <p>Traffic Control Plan for Construction. In order to reduce potential conflicts between construction activities and pedestrians, transit and autos during construction activities at ZSFG, UCSF shall require construction contractor(s) for the proposed Research Building to prepare a traffic control plan for major phases of project construction (e.g. demolition, construction, or renovation of individual buildings). UCSF and their construction contractor(s) will meet with DPH and relevant City agencies to coordinate feasible measures to reduce traffic congestion, including temporary transit stop relocations, and other measures to reduce potential traffic and transit disruption and pedestrian circulation effects during major phases of construction of the proposed Research Building. For any work within the public right-of-way, the contractor would be required to comply with the City of San Francisco's Regulations for Working in San Francisco Streets, which establish rules and permit requirements so that construction activities can be done safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. The Parking Authority would be responsible for approving and implementing the expanded 23rd Street Garage, and therefore would be responsible for coordinating with UCSF, DPH, and other City agencies before and during its construction.</p> <p>In the event that the construction timeframes of the major phases and other development projects adjacent to the ZSFG campus site overlap, including the 23rd Street garage expansion, UCSF and the City should coordinate with City Agencies through the Transportation Advisory Staff Committee (TASC) to minimize the severity of any disruption to adjacent land uses and transportation facilities from overlapping construction transportation impacts. UCSF and the City shall propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts, such as staggering start and end times, coordinated material drop offs, collective worker parking and transit to job site and other measures.</p> <p>Reduce SOV Mode Share for Construction Workers. In order to minimize parking demand and vehicle trips associated with construction workers for the proposed research building, UCSF and the City shall require the construction contractors to include in the Traffic Control Plan for Construction methods to encourage walking, bicycling, carpooling, and transit access to the campus sites by construction workers in the coordinated plan. The SFMTA would be responsible for the development of this measure before and during the construction of the 23rd Street garage.</p> <p>Project Construction Updates for Adjacent Residents and Businesses. In order to minimize construction impacts on access for nearby residences, institutions, and businesses, UCSF and the City shall provide nearby residences and adjacent businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and lane closures via a newsletter and/or website.</p>	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Transportation and Traffic (cont.)			
<p>● TRAF-2: Development of the proposed project would increase traffic at intersections on the adjacent roadway network.</p>	Potentially Significant	<p>TR-1: Restripe 24th Street at Potrero Avenue to Provide a Westbound Left-Turn Pocket.</p> <p>Restripe the westbound approach on 24th Street at Potrero Avenue as two lanes: a 10-foot-wide left-turn pocket approximately 50 feet in length and a 10-foot-wide shared through/right-turn lane. This would require the removal of three or four parking spaces on the southern side of 24th Street at the intersection of Potrero Avenue and the restriping of the eastbound lane adjacent to the removed parking spaces to be 12 feet wide. This mitigation measure would not include the addition of new signal phases or other alterations due to the existing timing plan, although the SFMTA may choose to do so as part of the mitigation measure.</p> <p>This mitigation measure would require that large trucks or buses making the northbound right-turn movement would sweep into the westbound left-turn lane. As such, the final design of this intersection should include placement of the stop bar on the westbound turn lane approximately one car length back from the current intersection to accommodate larger turning vehicles. UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.</p> <p>TR-2: Open 23rd Street exit of 23rd Street Garage during the PM Peak Period.</p> <p>Open the 23rd Street exit to the 23rd Street Garage to traffic at 3:00 PM instead of 6:00 PM. Currently, both the entrance and exit at 23rd Street are closed to vehicles from 6:00 AM to 6:00 PM. Opening the exit at 3:00 PM to coincide with a major hospital employee shift change would allow some vehicles to shift away from the 24th Street exit and thus improve the operating condition of the intersection of Potrero Avenue / 24th Street. It is not known how many people would use this exit if given the option; although there is only one exit lane, which would naturally limit the number of vehicles that can exit during this period. This analysis assumes that not enough vehicles would use this alternative exit to reduce the intersection impact to a less than significant level. In conjunction with the earlier opening of the 23rd Street exit, which would increase the amount of traffic on 23rd Street, the pedestrian crossing that connects the 23rd Street Garage to the east side of the West ZSFG Driveway should be improved. Although SFMTA staff would need to concur on a final design, this should include evaluation of signal phasing prior to implementation, and it could include shifting the eastern edge of the crosswalk to the east by ten feet in order to double the width of the crosswalk to 20 feet, repainting the crosswalk in the continental style to be more visible, and shifting the westbound 48 Quintara/24th Street in the same location 20 feet to the east to increase the visibility of pedestrians. Other potential measures to increase pedestrian visibility and reduce vehicle-pedestrian collision risks include the following measures as noted below:</p> <ul style="list-style-type: none"> Consider converting intersection of Utah Street and 23rd Street to all-way stop controlled, Signalize the ZSFG driveway and associated pedestrian crossing. 	<p>Significant and Unavoidable</p> <p>Mitigation Measure TR-1 would reduce the impact to less than significant, but UCSF and DPH do not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time.</p> <p>The effectiveness of Mitigation Measure TR-2 to reduce the impact to less than significant is not known given the uncertainty over the volume of vehicles choosing to exit the northern egress, and UCSF does not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time.</p> <p>While Mitigation Measure TR-3 can reduce traffic impacts, even full implementation of TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection for the project or Variants 1 to 3. Implementation of the full suite of TDM strategies identified in TR-3 would reduce the impact at Potrero Avenue / 24th Street to less-than-significant under Variant 4.</p>

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Transportation and Traffic (cont.)			
● TRAF-2 (cont.)		<ul style="list-style-type: none"> • Add signage on Potrero Avenue directing vehicles to use 24th Street to reduce circling for visitors, • Increase employee education regarding appropriate pick-up and drop-off locations to minimize any additional double-parking at the corner of 23rd Street / San Bruno Avenue, which can obscure visibility of pedestrians, and • Coordinate with the appropriate enforcement agencies (SFMTA, SFPD) to increase pedestrian safety as well as reduce instances of double-parking. <p>UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.</p> <p>TR-3: Implement Additional TDM Strategies to Reduce Single Occupancy Vehicle Trips.</p> <p>UCSF and DPH shall each pursue potential TDM measures that they can feasibly implement targeted at reducing SOV trips to and from ZSFG. UCSF and DPH staff have worked collaboratively with transportation consultants, the SFMTA, and other City departments to identify a list of potential TDM strategies in addition to those already in place. The implementation of this mitigation measure could improve traffic operations in the immediate vicinity of ZSFG, including at Potrero Avenue / 24th Street by reducing SOV trips to and from ZSFG. Additionally, implementation of other TDM strategies not included in this list would have a similar effect of reducing SOV trips to and from ZSFG.</p> <p>As outlined in Section 2.2 (of the TIS), UCSF and DPH each already have TDM plans in place and an internal planning process with UCSF, DPH, the SFMTA, and transportation consultants will yield a list of potential TDM strategies that UCSF and DPH could pursue in addition to those already in place. A combination of these measures could potentially reduce single-occupant vehicle (SOV) trips for UCSF and DPH employees. To accomplish this goal, UCSF and DPH shall coordinate and each implement the following policies to the extent feasible:</p> <ul style="list-style-type: none"> • Parking Policy/Pricing <ul style="list-style-type: none"> – Adjust hourly parking rate structure to discourage all-day parking and provide spaces for patients/visitors (Parking Authority) – In order to discourage driving, increase hourly and monthly parking rates to be more in line with prevailing San Francisco market rates (Parking Authority) • Transit and Shuttle Systems <ul style="list-style-type: none"> – Expand UCSF and DPH Shuttle Service to Caltrain, Transbay Transit Terminal (applies to UCSF and DPH; would require coordination with SFMTA) 	

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
		<ul style="list-style-type: none">– Maintain a dialogue with SFMTA regarding ZSFG's strong desire to see that the transit connection between the Mission District and the ZSFG campus remains (applies to UCSF and DPH; would require coordination with SFMTA)– Allow patients/visitors to ride DPH Shuttle and advertise the shuttle as a last-mile option (applies to DPH)– Expand additional last-mile service by alternate means, including reimbursing employees for taxi use or ride hail companies as a bridge from transit stations (applies to DPH)– Add Bike racks on DPH shuttles (applies to DPH)	

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Transportation and Traffic (cont.)			
● TRAF-2 (cont.)		<ul style="list-style-type: none"> • Commute Vehicle Trip Reduction <ul style="list-style-type: none"> – Hire a TDM Program Manager for ZSFG to meet modal goals (applies to DPH) – Expand number of car share vehicles on-site (applies to DPH) – Create more robust carpool matching program (applies to UCSF and DPH) – Create vanpool service or coordinate with existing UCSF vanpool (applies to DPH) – Provide showers and locker facilities on campus and in the new UCSF Research Building (applies to UCSF and DPH) – Install Bay Area Bike Share Station on campus – Install transportation kiosk(s) overseen by the new TDM Program Manager (applies to DPH) – Advertise existing pre-tax commuter accounts (applies to UCSF and DPH) – Promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles (applies to DPH) – Provide signage indicating the location of bicycle parking at points of access (applies to DPH) – Facilitate access to carshare spaces through on-site garage (applies to DPH) 	
TRAF-3: Development of the proposed project would increase transit ridership demand.	Less than Significant	None required	Less than Significant
TRAF-4: Development of the proposed project would not cause a substantial conflict with pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	Less than Significant	None required	Less than Significant
TRAF-5: Development of the proposed project would not cause a substantial conflict with bicycle facilities, or otherwise decrease the performance or safety of such facilities.	Less than Significant	None required	Less than Significant
TRAF-6: Development of the proposed project would increase loading demand.	Less than Significant	None required	Less than Significant
TRAF-7: Development of the proposed project would not result in inadequate emergency access.	Less than Significant	None required	Less than Significant

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
TRAF-8: Development of the proposed project would increase parking demand.	Less than Significant	None required	Less than Significant
TRAF-9: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase traffic at intersections on the adjacent roadway network.	Potentially Significant	Implement Mitigation Measures TR-1, TR-2, and TR-3.	Significant and Unavoidable

TABLE 2-1 (Continued)
SUMMARY OF IMPACTS, MITIGATION MEASURES, AND IMPROVEMENT MEASURES

Environmental Impact	Level of Significance Before Mitigation	Mitigation/Improvement Measures	Level of Significance After Mitigation
Transportation and Traffic (cont.)			
TRAF-10: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase transit ridership demand.	Less than Significant	None required	Less than Significant
TRAF-11: Development of the proposed project, in combination with reasonably foreseeable future developments, would not cause a substantial conflict with pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	Less than Significant	None required	Less than Significant
TRAF-12: Development of the proposed project, in combination with reasonably foreseeable future developments, would not cause a substantial conflict with bicycle facilities, or otherwise decrease the performance or safety of such facilities.	Less than Significant	None required	Less than Significant
TRAF-13: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase loading demand.	Less than Significant	None required	Less than Significant
TRAF-14: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase parking demand.	Less than Significant	None required	Less than Significant
TRAF-15: Construction of the proposed project, in combination with reasonably foreseeable future developments, could cause substantial adverse impacts to traffic flow, circulation and access as well as to transit, pedestrian, and parking conditions during demolition and construction activities.	Less than Significant	None required	Less than Significant

**TABLE 2-2
SUMMARY OF IMPACTS AND MITIGATION MEASURES IDENTIFIED IN THE INITIAL STUDY**

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measures	Level of Significance After Mitigation
Aesthetics			
Would the project create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	Potentially Significant	<p>AES-1: UCSF shall require a condition in construction contracts that flood or area lighting for construction activities be placed and directed so as to avoid potential disturbances to adjacent residences, Building 5 nighttime uses, or other uses.</p> <p>AES-2: Minimize light and glare resulting from the new research building and garage expansion through the orientation of the building, use of landscaping materials, and choice of primary façade materials. Design standards and guidelines to minimize light and glare shall include:</p> <ul style="list-style-type: none"> • Reflective metal walls and mirrored glass walls shall not be used as primary building materials for façades. • Illuminated building signage shall be consistent with the more stringent of City Planning Code sign standards for illumination and/or UCSF design guidelines. • Exterior light fixtures shall be configured to emphasize close spacing and lower intensity light. Light fixtures shall use luminaries that do not direct the cone of light towards nearby campus structures and off-campus structures. • Design parking structure lighting to minimize off-site glare, consistent with the existing parking structure. 	Less than Significant
Biological Resources			
Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Potentially Significant	<p>BIO-1: Nesting Bird Protection Measures.</p> <p>Should construction activities commence during the bird nesting season (February 15 through August 15), UCSF shall retain a qualified biologist to conduct preconstruction nesting bird surveys in surrounding habitat for nesting birds. UCSF shall implement specific measures to avoid and minimize impacts on nesting birds including, but not limited to, those described below:</p> <ul style="list-style-type: none"> • To avoid and minimize potential impacts on nesting raptors and other birds, preconstruction surveys shall be performed not more than two weeks prior to initiating vegetation removal and/or construction and demolition activities during the breeding season (i.e., February 15 through August 15). • To avoid and minimize potential impacts on nesting raptors and other birds, a no-disturbance buffer zone shall be established around active nests during the breeding season until the young have fledged and are self-sufficient, when no further mitigation would be required. Typically, the size of individual buffers ranges from a minimum of 250 feet for raptors to a minimum of 50 feet for other birds but can be adjusted based on an evaluation of the site by a qualified biologist in cooperation with the USFWS and/or CDFW. • Birds that establish nests after construction starts are assumed to be habituated to and tolerant of the indirect adverse impacts resulting from construction noise 	Less than Significant

TABLE 2-2 (Continued)
SUMMARY OF IMPACTS AND MITIGATION MEASURES IDENTIFIED IN THE INITIAL STUDY

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measures	Level of Significance After Mitigation
Biological Resources (cont.)			
		<p>and human activity. However, direct take of nests, eggs, and nestlings is still prohibited and an appropriate buffer shall be established around the nest according to species and proximity to project activities in order to avoid nest abandonment or destruction, as determined by a qualified biologist.</p> <ul style="list-style-type: none"> If construction or demolition activities ceases for a period of more than two weeks, or vegetation removal is required after a period of more than two weeks has elapsed from the preconstruction surveys, then new nesting bird surveys shall be conducted. <p>BIO-2: Bird-Safe Building Treatments.</p> <ul style="list-style-type: none"> Employ glazing options such as use of fritted glass, Dichroic glass, etched glass, translucent glass, or glass that reflects ultraviolet light in appropriate portions of the building façade. Any feature-related hazards, such as freestanding glass walls, glass wind barriers, or transparent building corners, must have 100% of the glass on the feature-related hazards treated with these glazing options. Minimize light and glare through the orientation of the building, use of landscaping materials, shielded lighting, and choice of primary façade materials. The building design shall prohibit use of reflective metal walls and mirrored glass walls as primary building materials for façades. 	
Hazards and Hazardous Materials			
Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Potentially Significant	<p>HAZ-1a: A Subsurface Investigation (SI) Work Plan shall be prepared and implemented in accordance with San Francisco Health Code Article 22A and Building Code Section 106A.3.2.4. The Plan shall be prepared by a qualified consultant to characterize subsurface soils and groundwater, if applicable, that would be disturbed by construction activities. The plan shall detail the soil sampling and analysis efforts to adequately profile the site soils. Compliance with this plan shall be a condition of the construction contract for the project.</p> <p>HAZ- 1b: An Excavation Management Plan shall be prepared by a qualified consultant to guide all earthwork activities in the characterization of all soils that are targeted for offsite disposal. Compliance with this plan shall be a condition of the construction contract for the project. Based on the findings of the January 14, 2015 Iris Environmental In-Situ profiling and any subsequent findings on the garage site, excavated soils shall be isolated, protected from potential runoff, and sampled in accordance with the requirements of the receiving disposal facilities requirements.</p>	Less than Significant
Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Potentially Significant	Implement HAZ-1a and -1b.	Less than Significant

CHAPTER 3

Project Description

3.1 Introduction

The University of California, San Francisco (UC San Francisco or UCSF) is one of ten campuses in the University of California (UC) system, and is the only UC campus devoted solely to the health sciences. UCSF's mission is to advance health worldwide through innovative health sciences education, research and patient care.

UCSF is a multi-site campus with locations throughout the City of San Francisco. Its major academic and clinical sites are at Parnassus Heights, Mission Bay, and Mount Zion. UCSF also has a major presence at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center (ZSFG), an acute-care medical center owned and operated by the City and County of San Francisco (City). Through its affiliation agreement with the City, UCSF physicians and other health care professionals provide a large majority of medical services and care at ZSFG in City-owned buildings. UCSF does not own facilities at ZSFG, but leases space or otherwise occupies space in exchange for services. It is one of two major hospital affiliations that UCSF maintains, the other being the San Francisco Veterans Affairs Medical Center operated by the U.S. Department of Veterans Affairs.

In support of its programs at the ZSFG campus, and to meet UC seismic safety requirements¹, UCSF proposes to develop a research building on the site of the B/C Lot, a surface parking lot on the ZSFG campus along Twenty-Third Street. The University would enter into a long-term ground lease with the City and County of San Francisco for the B/C Lot.

Because the proposed research building would displace existing surface parking on the B/C Lot, and because the San Francisco Department of Public Health has determined that additional spaces are needed in the parking garage to meet demand generated by the occupants of existing City-owned buildings at ZSFG, the proposed project also includes the expansion of the ZSFG parking garage, owned and operated by the Parking Authority of the City and County of San Francisco ("Parking Authority"), located a block to the south at 2500 Twenty-Fourth Street.² Under the project, UCSF would develop the research building on the B/C site, and the Parking Authority would develop the ZSFG parking garage expansion.

¹ The current version of the UC *Seismic Safety Policy* is available at <http://ucop.edu/real-estate-services/resources/seismic-safety-policy/index.html>.

² Under San Francisco Charter Section 8A.112, all powers and duties of the Parking Authority, a legal entity created in accordance with Cal. Sts & Hwy Code Sections 32501 and 32650-32655, are exercised by the San Francisco Municipal Transportation Agency.

For purposes of the California Environmental Quality Act (CEQA), the University of California is lead agency. The Parking Authority and the City would act as responsible agencies under CEQA for approval actions within their respective jurisdictions.

3.1.1 UCSF Long Range Development Plan

Each campus of the University of California is required to prepare a Long Range Development Plan (LRDP) that sets forth concepts, principles, and plans to guide the future growth of the campus. On November 20, 2014, the Regents of the University of California adopted UCSF's 2014 LRDP, which outlines development proposals for UCSF through 2035, following certification of the Final Environmental Impact Report (EIR) on the 2014 LRDP.

The 2014 LRDP EIR sets standards of significance for environmental impacts and evaluates whether construction and operational activities of UCSF under the 2014 LRDP through 2035 would exceed these standards of significance. The 2014 LRDP EIR did not include the proposed project in its analyses, because the proposed project was not fully defined at the time the 2014 LRDP was being prepared. Furthermore, as there are no programmatic interdependencies between the proposed project and the 2014 LRDP and its development proposals, the proposed project has independent utility. The 2014 LRDP EIR was completed with the understanding that the proposed project would undergo a separate environmental review, which is the subject of this document.

3.2 ZSFG Background

As a County hospital, ZSFG's mission is to provide quality health care and trauma services with compassion and respect. Its stated vision is to advance community wellness by aligning care, discovery and education. ZSFG is an essential provider for people throughout the City who would otherwise be without access to health care because of economic and social issues.

Since its establishment in 1854, ZSFG has evolved into a major academic tertiary care medical center. It is the only hospital in the City and in northern San Mateo County to operate a Trauma Center (Level I) for 1.5 million residents of the area. In addition, ZSFG provides the community with a complete range of emergency, inpatient, primary care, specialized medical and surgical services, and diagnostic and rehabilitation services. ZSFG also has a full complement of mental health care services from psychiatric emergency services to in-patient psychiatric care and rehabilitation and post-hospitalization care.

A comprehensive medical center, ZSFG is the acute care facility for the San Francisco Department of Public Health. It is licensed for 547 inpatient beds and provides 20 percent of the City's inpatient care. As the City's sole Level 1 trauma center, it receives 29 percent of the City's 911 ambulance calls, records 70,000 emergency department visits per year, and initiates approximately 3,900 trauma activations. In addition, over 58,000 ambulatory care visits occur at ZSFG every year. ZSFG provided \$154 million dollars in charity care in fiscal year 2012, which represents 84 percent of San Francisco inpatient and outpatient charity care; 79 percent of all charity care patients in San Francisco were seen at ZSFG.

ZSFG has a long history and strong commitment to healthcare education; physician, nurse and health worker training; and medical research. It takes pride in its longtime affiliation, since 1884, with UCSF, serving as a major teaching hospital and home to a number of prominent research centers and institutes. Approximately 1,900 UCSF physicians, specialty nurses, health care professionals and other professionals work side-by-side with 4,300 City employees at ZSFG.³ Each year, over 350 third- or fourth-year medical students, 900 residents, and 60 clinical fellows are trained at ZSFG.

In addition, UCSF faculty conduct critical research at ZSFG that is essential to the University's mission there and which is integral to patient treatment and care on the campus. ZSFG is home to more than 20 research centers and major laboratories. About 200 UCSF principal investigators direct important research through programs based at the ZSFG campus.

In 1996, California Senate Bill 1953 (SB 1953) was passed as an amendment to and in furtherance of the Alfred E. Alquist Hospital Seismic Safety Act (Alquist Act) enacted in 1973. The intent of the original act was to ensure that acute care hospitals remain functional after a major earthquake. The Alquist Act requires all general acute care hospital buildings to meet explicit seismic safety standards by either retrofitting existing buildings or electing the option to rebuild a new hospital building. In 2000, the San Francisco Department of Public Health commissioned a seismic evaluation study, which concluded that if the existing Main Hospital building were to be seismically retrofitted to SB 1953 standards, the cost would be prohibitive when factoring in the need to relocate patients. The following year the San Francisco Health Commission adopted a resolution supporting the construction of a new acute care hospital. The new acute care and trauma center had a ribbon cutting in November 2015 with patient move-in planned for spring 2016.

All medical and post-secondary educational institutions in San Francisco must file an Institutional Master Plan (IMP) with the San Francisco Planning Department per Section 304.5 of the Planning Code.⁴ IMPs provide notice and information to the Planning Commission, other government agencies, and the public regarding future development plans; enable the institution to make modifications in response to comments prior to advanced planning decisions; and provide public agencies and the public with information that may help guide land use decisions. Following the Planning Commission's acceptance of an IMP, an institution must submit updates to the Zoning Administrator every two years. The Department of Public Health submitted the latest ZSFG IMP revision to the Planning Department in June 2015.

³ *San Francisco General Hospital and Trauma Center, Annual Report, Fiscal Year 2012-2013*, p. 13.

⁴ Property owned by UCSF is exempt from this requirement.

3.3 Project Background and Overview

UCSF occupies approximately 297,000 gross square feet (gsf) of research labs, office, and clinic space on the ZSFG campus in ten buildings (Buildings 1, 3, 5, 9, 10, 20, 30, 40, 80/90, and 100). The *UC Seismic Safety Policy* applies to any location that houses UC employees; therefore, the policy requires that UCSF occupants be located in seismically safe buildings. Except for Building 3, the Community Health Network building located at 2789 Twenty-Fifth Street, and Building 25, the New Acute Care Hospital, all other ZSFG buildings occupied by UCSF employees are seismically compromised and require extensive upgrades or must be vacated.

To comply with the *UC Seismic Safety Policy*, UCSF proposes to acquire a long-term interest, through a ground lease with the City, for the B/C surface parking lot (B/C Lot) along Twenty-Third Street. UCSF would construct a new, seismically robust research building on the site for its employees who are in seismically compromised space on the ZSFG campus. The new building may also accommodate UCSF employees who are currently located off the ZSFG campus in leased space, working in programs that would benefit by relocating to the ZSFG campus. UCSF intends to continue to occupy Building 3, which is seismically safe. UCSF employees also may remain in Building 5 (the existing hospital) if it were to be seismically retrofitted in the future.

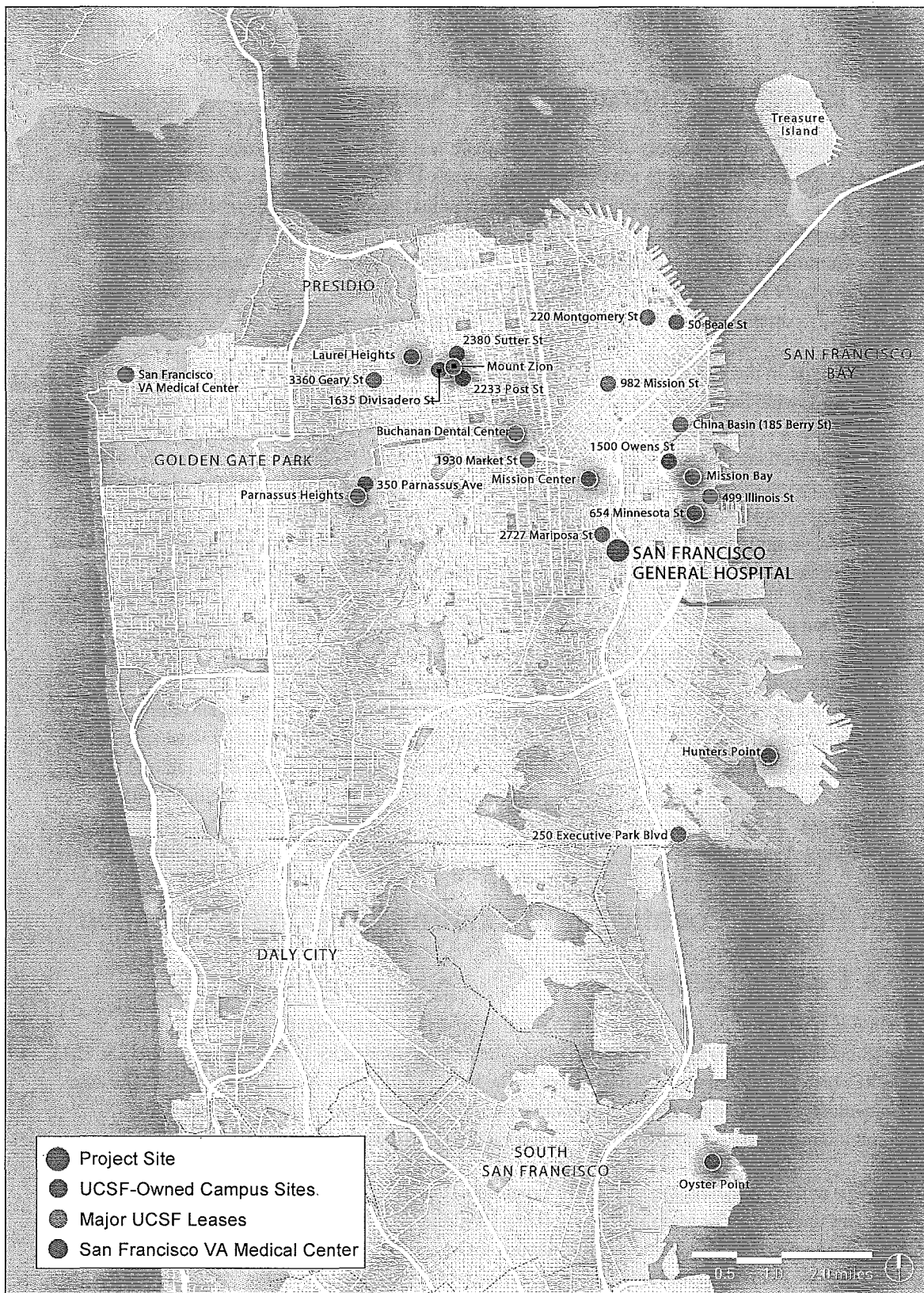
The surface parking on the B/C Lot would be displaced by the proposed research building, and the supply of parking on the ZSFG campus and in the vicinity is already insufficient to satisfy the demand for parking. If UCSF employees located off-site are relocated to the new research building, demand for parking will increase. Furthermore, demand will increase substantially in the near future with the completion of the new hospital and the backfilling of vacated space in the existing hospital building. As a result, the proposed project also includes the expansion of the existing ZSFG parking garage owned and operated by the Parking Authority a block south at 2500 Twenty-Fourth Street. The expansion of the ZSFG parking garage would be undertaken by the Parking Authority.

3.4 Project Location and Existing Site Characteristics

3.4.1 ZSFG Campus

ZSFG is located in the Mission district, bordering the western portion of the Potrero Hill neighborhood (see **Figure 3-1**, Project Site). The site is bounded by U.S. Highway 101 (U.S. 101) to the north and east, Twenty-Third Street to the south and Potrero Avenue to the west. The area immediately surrounding ZSFG is primarily residential with some neighborhood-serving commercial activity on the ground floor, especially along Twenty-Fourth Street.

ZSFG is currently undergoing renovation/expansion. A new acute care hospital will replace existing inpatient facilities in the Main Hospital building (Building 5). The new hospital (Building 25), completed in 2015 with patient move-in planned for spring 2016, is nine stories tall, including seven stories above grade and two basement levels. The new hospital connects to the existing Main Hospital building at the ground level and at the second floor. Approximately 179,000 square feet of acute care services currently located in the existing Main Hospital will be relocated to the new



SOURCE: UCSF

UCSF Research Building and City Parking Garage Expansion at ZSFG

Figure 3-1
Project Site

hospital. Approximately 356,970 square feet of uses that are not subject to the SB 1953 requirements would remain in the existing Main Hospital, including Outpatient Services, the majority of Support Services, Acute Inpatient Psychiatry Services, and Psychiatric Emergency Services.

In addition, a proposed General Obligation Bond Measure scheduled for June 2016, would fund the expansion of existing uses and backfill of uses into vacated areas in the existing Main Hospital as well as the phasing out of certain uses on the ZSFG campus site, which would be complete by approximately 2019. The San Francisco Department of Public Health also would be relocating certain functions from off-campus sites into the existing Main Hospital, such as the Department's Public Health Lab currently located at 101 Grove Street and the City's STD Clinic.

3.4.2 B/C Lot

The existing B/C Lot contains approximately 130 surface parking spaces and approximately 35 adjacent parking spaces for handicapped users, service vehicles, and ZSFG staff. The B/C Lot is bordered by Vermont Street to the east, West Drive to the west, Twenty-Third Street to the south, and the Main Hospital to the north. Buildings 9, 30, 40 are located across West Drive.

The current ZSFG emergency room and ambulance bay in the Main Hospital is accessed through the B/C Lot via a driveway off Twenty-Third Street near its intersection with Vermont Street. Due to construction of the new hospital building, West Drive no longer extends across the ZSFG campus from Twenty-Third Street to Twenty-Second Street. Instead, a circular turnaround/drop-off area has been installed where West Drive approaches the southwestern corner of the Main Building. The ZSFG Hearty Café stand-alone trailer is located near this drop-off area.

A gatehouse is located at the southwest corner of the B/C Lot at the intersection of West Drive and Twenty-Third Street, and a fountain is located near the center of the parking lot. The gatehouse, fountain, and an existing fence along Twenty-Third Street are considered contributory landscape features of the ZSFG Historic District.^{5,6} Other existing features on this lot include a switchgear facility protected by a concrete wall, located at the intersection of the emergency room access driveway and Twenty-Third Street, and a large sculpture entitled *Stiff Loops* that sits just north of the switchgear structure.⁷

The ZSFG parking garage is located across Twenty-Third Street, between Utah Street and San Bruno Avenue. Residential and retail properties up to two stories tall front Twenty-Third Street between San Bruno Avenue and Vermont Street.

⁵ San Francisco General Hospital Seismic Compliance Hospital Replacement Program, Draft Environmental Impact Report, March 8, 2008.

⁶ The San Francisco General Hospital Historic District is identified and documented in the *Historical Resources Evaluation Report for the San Francisco General Hospital Seismic Compliance Hospital Replacement Program, City and County of San Francisco, California*, March 7, 2008.

⁷ Art and Architecture-San Francisco, www.artandarchitecture-sf.com/tag/gerald-walburg, accessed March 2, 2015.

3.4.3 Existing Parking Garage

The six-story parking garage (five stories with a basement level) across Twenty-Third Street from the B/C Lot, between Utah Street and San Bruno Avenue, is owned by the Parking Authority and privately managed by LAZ Parking. Garage parking is designated for visitors, patients and employees, as well as other members of the public needing a place to park in the neighborhood. The garage occupies the northern two-thirds of the lot with surface parking on the remaining one-third.

The parking structure has five floors plus a roof deck with a total parking capacity of 824 spaces, including 17 handicapped accessible spaces. Attendant parking is offered from 8:30 a.m. to 6:00 p.m. on weekdays; vehicles are double-parked on the roof and on the first floor increasing the total parking capacity by approximately 25 vehicles. One entry, one exit and two reversible (entry-exit) lanes are provided on the main access at Twenty-Fourth Street; an additional entry plus one exit lane are provided on Twenty-Third Street after 6:00 p.m. on weekdays and all day on weekends.

- Properties adjacent to the parking garage on San Bruno Avenue, Utah, and Twenty-Fourth streets are predominantly one- and two-story, single- and multi-family residential, with some ground level retail on Twenty-Fourth Street.

3.5 Project Objectives

The project objectives for the research building and parking garage expansion are listed below:

Research Building Objectives

- To develop a new research facility of approximately 175,000 gross square feet in order to accommodate UCSF research programs and employees that must vacate seismically compromised buildings elsewhere on the ZSFG campus.
- To comply with UC's *Seismic Safety Policy*, to ensure a seismically safe environment for UCSF employees, patients and visitors.
- To ensure existing UCSF research activities remain on the ZSFG campus in close proximity to the communities being served, and in close proximity to the ZSFG Level 1 Trauma Center, enabling physicians to provide a rapid response to trauma and urgent clinical needs of patients.
- To ensure existing research activities remain on the ZSFG campus, which is a requirement for the ZSFG Trauma Center to retain its designation as a Level 1.
- To foster collaboration, accommodate interdependent programs, and reinforce academic, research and clinical relationships at ZSFG.
- To develop a new research building that is compatible with the overall landscape of the ZSFG campus as well as the surrounding neighborhood.
- To develop a new research building that, to the extent feasible, complies with the San Francisco Planning Code.
- To develop a new research building that is cost-effective in terms of design, construction cost, operational costs, and maintenance.

Parking Garage Expansion Objectives

- To provide sufficient parking to accommodate any increases in population on the ZSFG campus and loss of existing parking supply resulting from (1) the proposed research building, (2) recently completed projects such as the new hospital,

(3) potential future projects such as new clinics and backfill of vacated space; and
 (4) implementation of nearby streetscape projects by the San Francisco Municipal Transportation Agency.

- To enhance the existing Transportation Demand Management (TDM) program by developing new and/or enhanced TDM measures to emphasize transportation alternatives that will lessen auto traffic in and around the campus, consistent with the City's *Transit First* policy.

3.6 Project Characteristics

3.6.1 UCSF Research Building

The proposed research building would contain wet and dry labs and office space to be relocated from current locations on the ZSFG campus. In addition, the proposed building may accommodate UCSF departments currently in off-site leases that could relocate to the ZSFG campus.

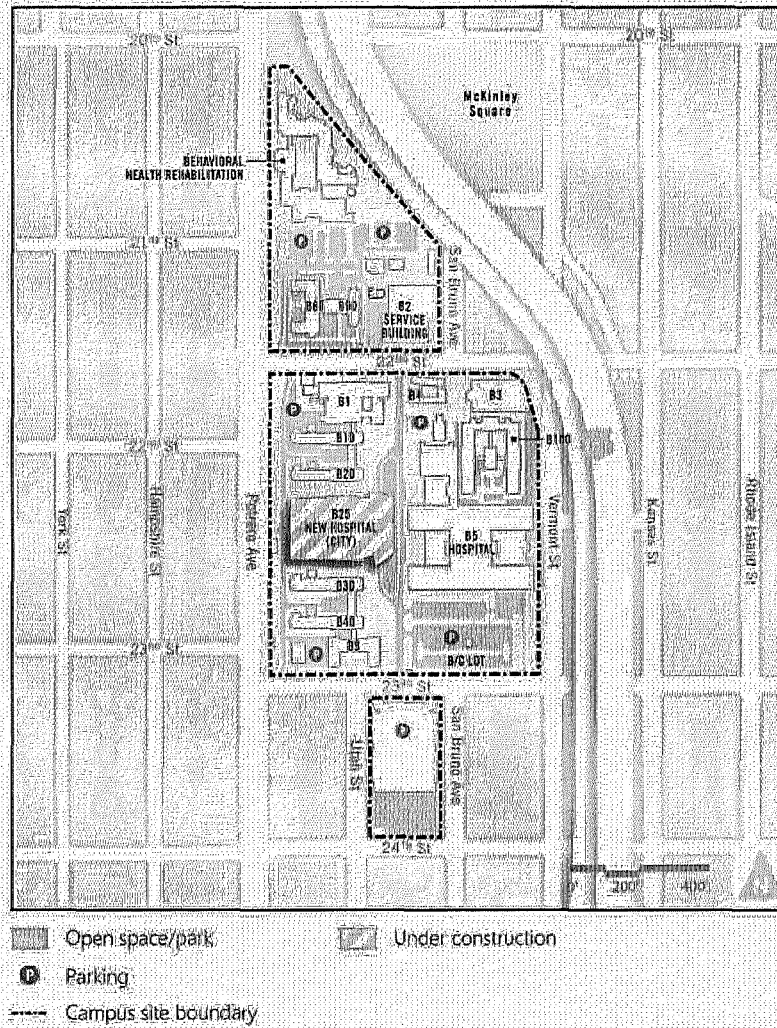
The proposed research building would be about 175,000 gsf, and five-stories in height, plus a mechanical penthouse. The building height would be about 80 feet to the top of the fifth story, plus an additional 12 feet to accommodate rooftop mechanical equipment. The building would be set back from adjacent streets and surrounded by landscaping. The building footprint would allow for the creation of a new one-way eastbound urban driveway between the new building and Building 5. This redesigned area would include the drop off area for Urgent Care services that will be relocated to Building 5 as part of the new hospital project and new landscaping and pedestrian circulation features. The new site layout also would reconfigure the adjacent approximately 35 parking spaces for handicapped users, service vehicles, and ZSFG staff, with no expected reduction in parking supply. In addition, the Hearty Café trailer and fountain would be relocated to the north side of this new street. The existing driveway that provides access to the ZSFG emergency room would be eliminated. The existing gatehouse, switchgear facility, and fence along Twenty-Third Street would be retained in their current locations. The *Stiff Loops* sculpture would be relocated to another place on the ZSFG campus in order to avoid any potential construction conflicts between the sculpture and the proposed loading zone and driveway on the east side of the proposed research building. Relocation would occur in coordination with ZSFG and the San Francisco Arts Commission. See **Figure 3-2**, ZSFG Existing and Proposed Site Plan, for the location of the proposed project on the ZSFG campus. **Figure 3-3** presents the proposed research building site plan and **Figure 3-4** depicts the conceptual bulk and height of the new building.

Upon completion of the proposed building, approximately 680 UCSF employees would be relocated from existing facilities on the ZSFG campus to the new research building. In addition, about 120 employees could relocate from off-campus leased space to the new facility.

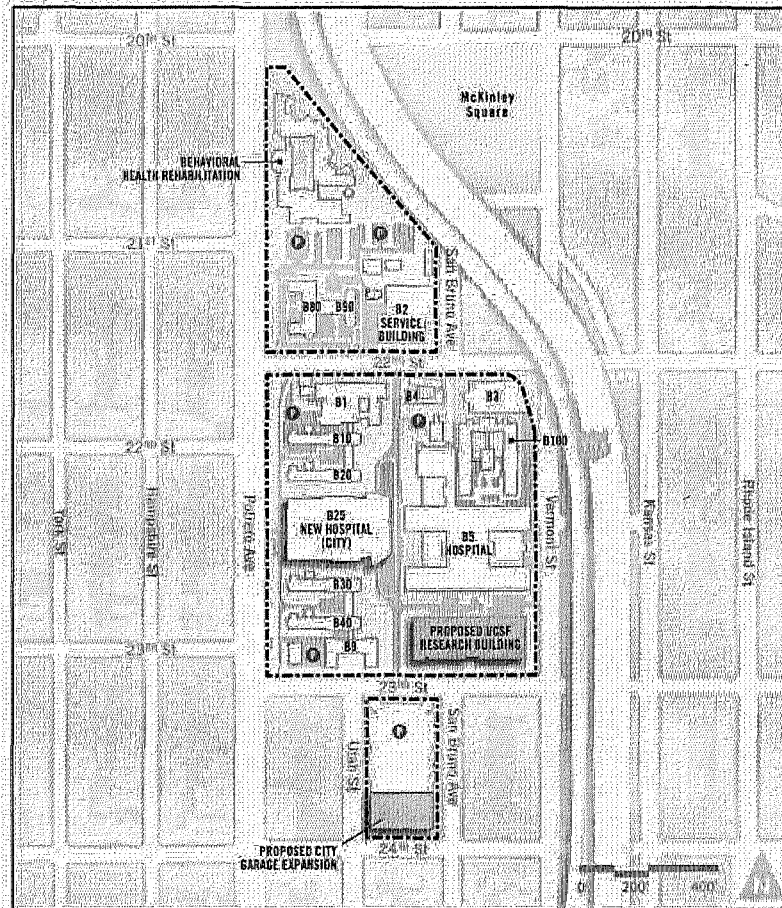
If approved, construction of the proposed research building is estimated to occur sometime between late 2016 and 2019.

- A trailer for workers would be temporarily located on-site during construction and another construction trailer would be located on the Mission Bay campus site.

EXISTING SITE PLAN



PROPOSED SITE PLAN

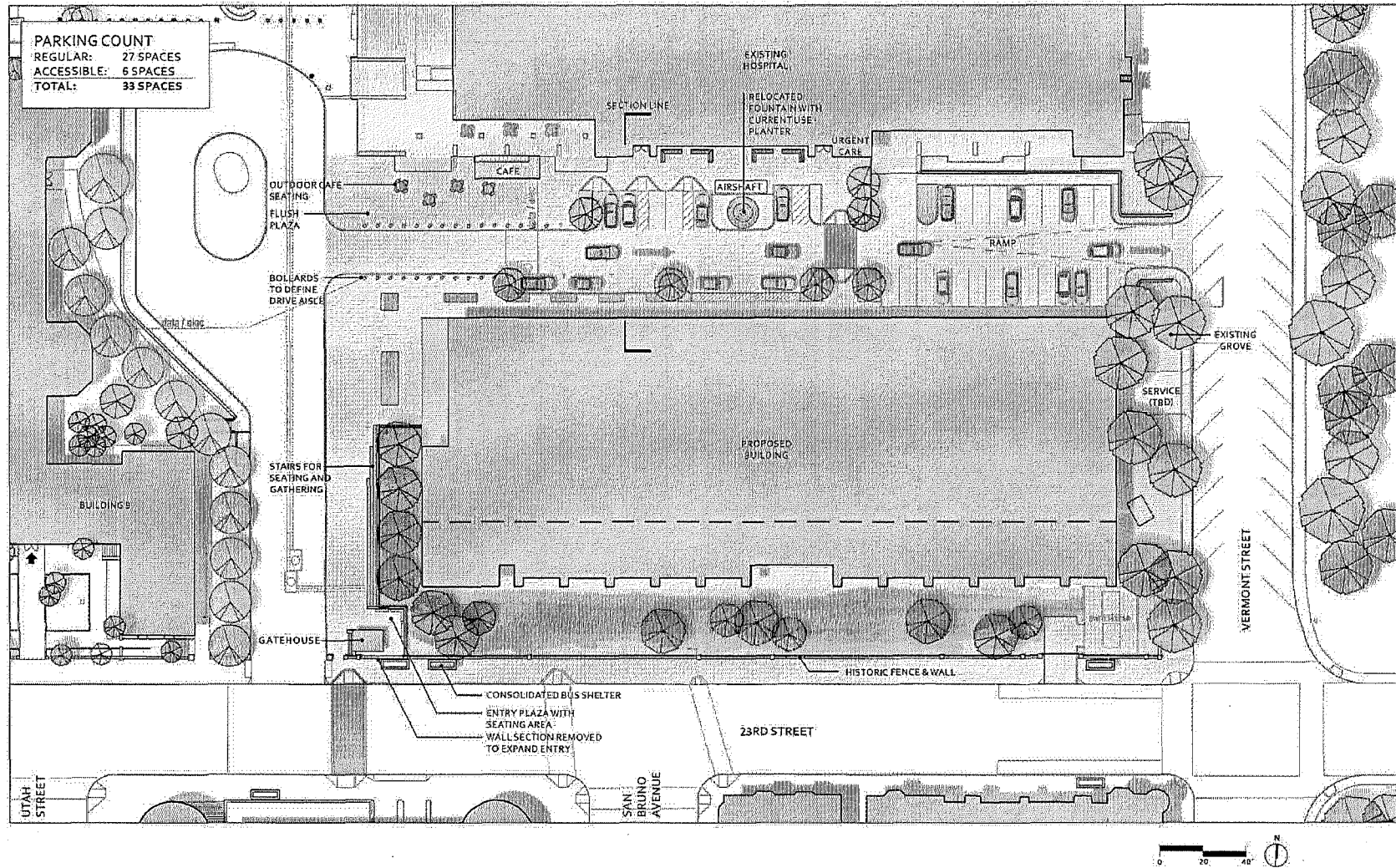


SOURCE: UCSF / Fehr & Peers

UCSF Research Building and City Parking Garage Expansion at ZSFG

Figure 3-2

Zuckerberg San Francisco General
Existing and Proposed Site Plan

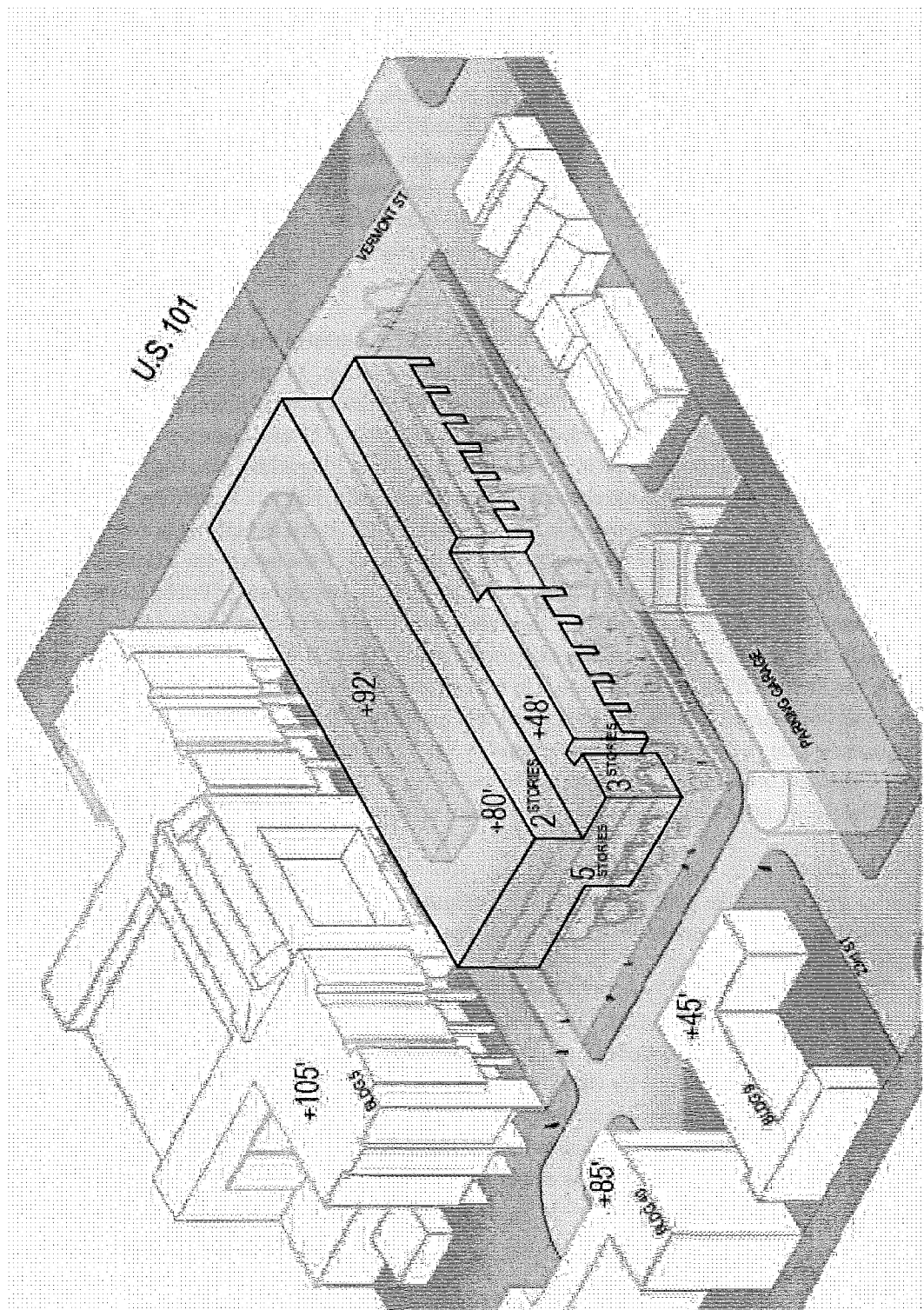


SOURCE: UCSF / Fehr & Peers

UCSF Research Building and City Parking Garage Expansion at ZSFG

Figure 3-3

Proposed UCSF Research Building



UCSF Research Building and City Parking Garage Expansion at ZSFG

Figure 3-4

Conceptual Bulk and Height

SOURCE: UCSF

3.6.2 City Parking Garage Expansion

- The project could include an expansion of the existing ZSFG parking garage, of approximately 307 parking spaces. The proposed parking structure expansion would be developed by the Parking Authority, which owns the site and the parking structure. The proposed expansion of the City parking structure would extend the garage south toward Twenty-Fourth Street on the surface parking lot portion of the garage site. The 307-space expansion would be up to five stories above grade (same as the existing garage). The existing ingress/egress points to the garage would remain – the main access would continue to be on Twenty-Fourth Street, and the secondary access would continue to be on Twenty-Third Street. Please refer to **Figure 3-5** for a schematic drawing of the first floor of the expanded garage.

As discussed above under Project Background and Overview, development of the proposed UCSF building on the B/C Lot would remove approximately 130 parking spaces. The new site layout also would reconfigure the adjacent approximately 35 parking spaces for handicapped users, service vehicles, and ZSFG staff, with no expected reduction in parking supply. Therefore, construction of the proposed research building would result in a net reduction of about 130 parking spaces on the B/C Lot, which would be replaced in the proposed City parking garage expansion. In addition, it is expected that demand for parking will increase in the future. The UCSF research building is expected to increase employee and visitor parking demand by 66 - 72 spaces, if off-site uses in leased space are relocated to the new research building.⁸ Further, the San Francisco Department of Public Health (DPH) has calculated that with the completion of the new hospital, the loss of some parking on Twenty-Second Street, the closure of the temporary off-site parking lot at 2000 Marin Street in January 2016, and the backfilling of vacated space in the existing hospital building, demand for parking on the part of patients, visitors, and employees will increase by approximately an additional 480 – 490 spaces, creating a combined parking demand of 546 – 562 spaces by Year 2020. Should the City or a City tenant backfill vacated space in other buildings on the ZSFG campus, including space vacated by UCSF, after Year 2020, the result will be a combined parking demand of 916 – 973 spaces.

If approved by the City and the Parking Authority, construction of the proposed garage expansion by the Parking Authority is estimated to occur over a 14-month period sometime between 2018 through 2020.

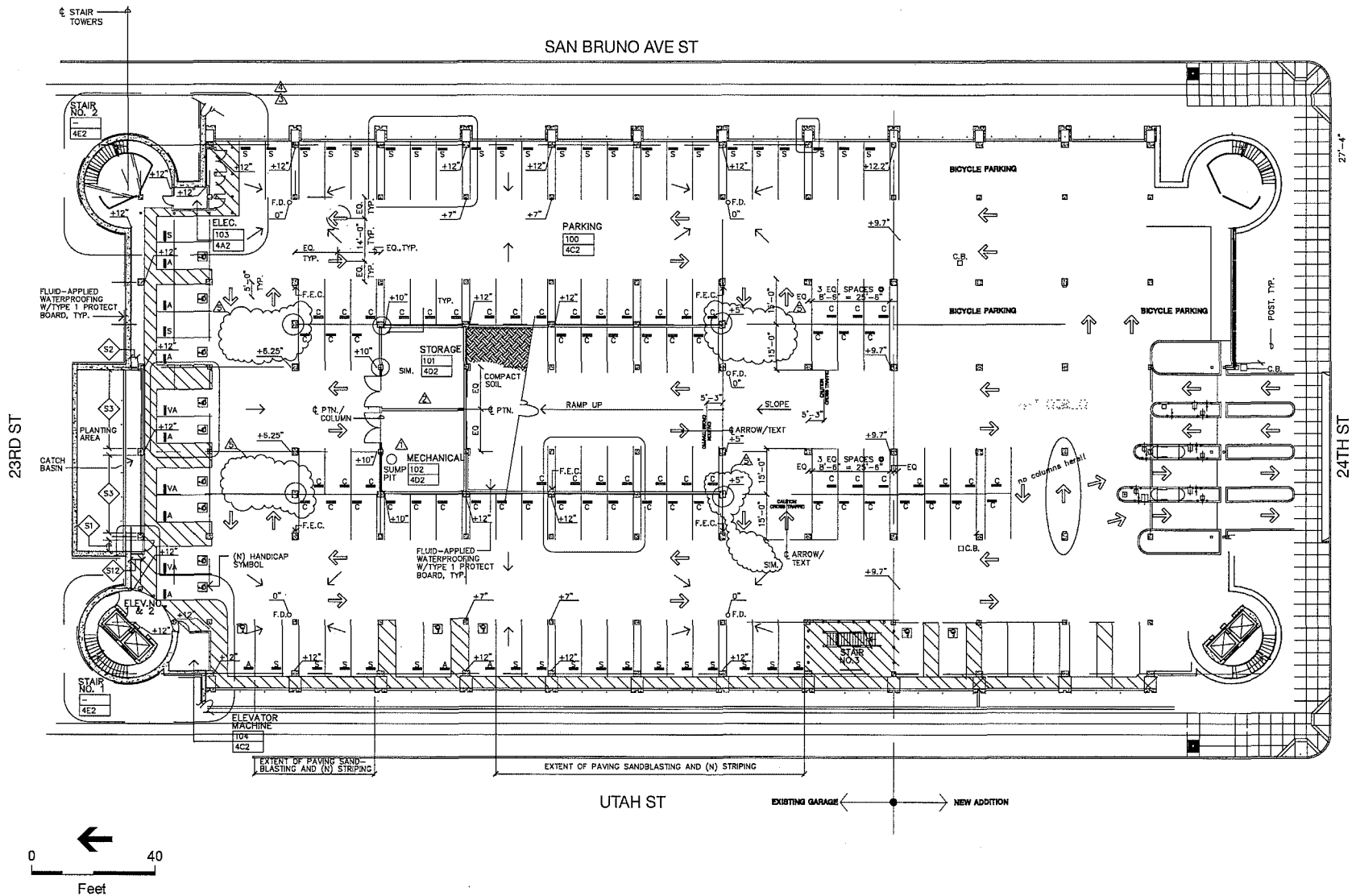
- TDM planning coordination among UCSF, DPH, and SFMTA staff and transportation consultants yielded a list of potential TDM strategies that could be pursued in addition to those already in place to reduce single-occupant vehicle trips for UCSF and DPH employees. As part of the proposed project, these enhanced TDM measures, described in Mitigation Measure TR-3 (Draft EIR page 4.7-26 to 4.7-27), and in more detail in the Transportation Impact Study Appendix B: ZSFG TDM Plan Memorandum, will be implemented to the extent feasible. These enhanced TDM measures include:

⁸ Where a range of parking demand is stated, the lower range assumes successful implementation of an expanded transportation demand management (“TDM”) strategy to reduce employee auto trips by 10%.

- • **Parking Policy/Pricing**
 - Adjust hourly parking rate structure to discourage all-day parking and provide spaces for patients/visitors (Parking Authority)
 - In order to discourage driving, increase hourly and monthly parking rates to be more in line with prevailing San Francisco market rates (Parking Authority)
- • **Transit and Shuttle Systems**
 - Expand UCSF and DPH Shuttle Service to Caltrain, Transbay Transit Terminal (applies to UCSF and DPH; would require coordination with SFMTA)
 - Maintain a dialogue with SFMTA regarding ZSFG's strong desire to see that the transit connection between the Mission District and the ZSFG campus remains (applies to UCSF and DPH; would require coordination with SFMTA)
 - Allow patients/visitors to ride DPH Shuttle and advertise the shuttle as a last-mile option (applies to DPH)
 - Expand additional last-mile service by alternate means, including reimbursing employees for and taxi use or ride hail companies as a bridge from transit stations (applies to DPH).
 - Add Bike racks on DPH shuttles (applies to DPH)
- • **Commute Vehicle Trip Reduction**
 - Hire a TDM Program Manager for ZSFG to meet modal goals (applies to DPH)
 - Expand number of car share vehicles on-site (applies to DPH)
 - Create more robust carpool matching program (applies to UCSF and DPH)
 - Create a vanpool service or coordinate with the existing UCSF vanpool (applies to DPH)
 - Provide showers and locker facilities on campus and in the new UCSF Research Building (applies to UCSF and DPH)
 - Install Bay Area Bike Share Station on campus (applies to DPH)
 - Install transportation kiosk(s) overseen by the new TDM Program Manager (applies to DPH)
 - Advertise existing pre-tax commuter accounts (applies to UCSF and DPH)
 - Promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles (applies to DPH)
 - Provide signage indicating the location of bicycle parking at points of access (applies to DPH)
 - Facilitate access to carshare spaces through on-site garage (applies to DPH)

3.6.3 Project Variants

Several variants to the project are analyzed in the EIR. Under all of the variants, the proposed research building would remain as described under the project, see Section 3.6.1. **Table 3-1** presents a summary of the project and the four variants.



SOURCE: Fong & Chan Architects

UCSF Research Building and City Parking Garage Expansion at ZSFG

Figure 3-5

ZSFG Parking Garage Expansion - First Floor

**TABLE 3-1
COMPARISON OF PROJECT AND VARIANTS**

Project and Variants	Research Building	Parking Garage Expansion	Parking Garage Expansion Location	Parking Garage Access	Parking Garage Height	Ground Floor Retail in Garage	Parking Spaces Net Change ^a
Project	175,000 gsf	307 spaces	Extension of footprint to 24th St	24th St.	5 stories above grade (same as existing)	None	+177
Variant 1	175,000 gsf	292 spaces	Extension of footprint to 24th St	Utah St.	5 stories above grade (same as existing)	5,000 sf	+162
Variant 2	175,000 gsf	527 spaces	Extension of footprint to 24th St plus additional story	24th St.	6 stories above grade (one higher than existing)	None	+397
Variant 3	175,000 gsf	512 spaces	Extension of footprint to 24th St plus additional story	Utah St.	6 stories above grade (one higher than existing)	5,000 sf	+382
Variant 4 (No Garage Expansion)	175,000 gsf	0 spaces	N/A	24th St.	No change	None	-130

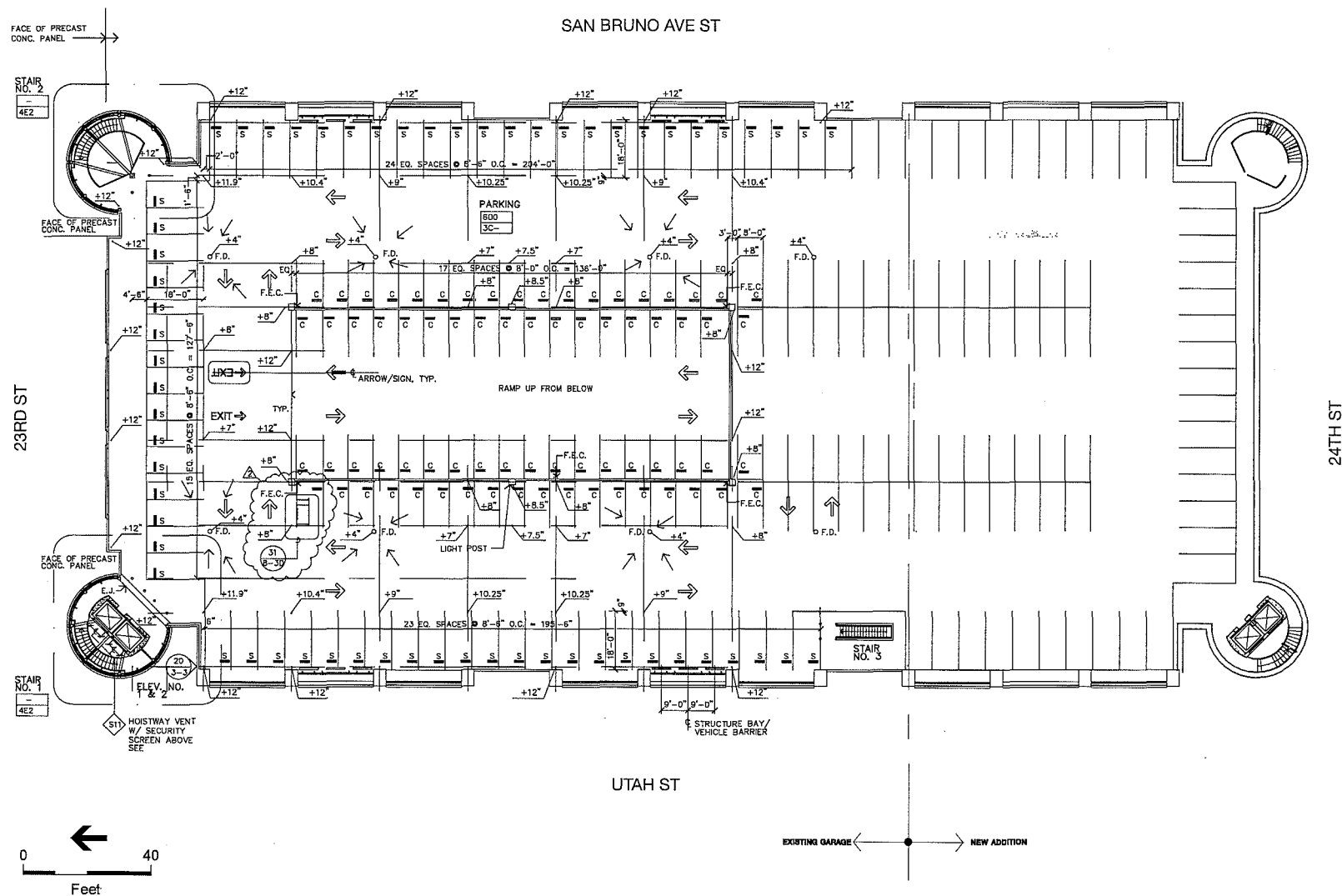
^a The net change is the number of parking spaces proposed for the garage expansion minus the parking spaces removed by development of the research building on the B/C Lot.

3.6.3.1 Variant 1 (292-space Garage Expansion with Retail)

Up to 5,000 square feet of ground floor retail space could be substituted for up to 15 of the proposed 307 new parking spaces within the garage expansion to provide active uses along the Twenty-Fourth Street frontage that are compatible with the surrounding neighborhood commercial streets. Access to the garage under this variant would occur at a new entrance on Utah Street, so that the proposed Twenty-Fourth Street frontage could contain retail storefronts. The proposed retail use could provide employment for approximately 15 new employees.

3.6.3.2 Variant 2 (527-space Garage Expansion)

This variant would include a larger expansion of the parking structure. Variant 2 would add one additional floor to the existing garage, in addition to the horizontal garage expansion proposed as part of the project, for a newly expanded garage with a total of up to 527 additional spaces. This variant intends to address both the increased parking shortfall that would result from construction of the research building and much of the existing and anticipated shortfall that would occur with the completion of the new hospital, loss of parking spaces associated with the completion of the new hospital, and backfilling of vacated space in the existing hospital building. See **Figure 3-6** for a schematic drawing of the top floor of the garage under this variant.



SOURCE: Fong & Chan Architects

UCSF Research Building and City Parking Garage Expansion at ZSFG

Figure 3-6

Parking Garage Expansion, Variants 2 & 3

3.6.3.3 Variant 3 (512-space Garage Expansion with Retail)

Similar to Variant 2, this variant would add one additional floor to the existing garage, in addition to the horizontal garage expansion proposed as part of the project (see Figure 3-6). However, under Variant 3, up to 5,000 square feet of ground floor retail space could be substituted for up to 15 of the 527 new parking spaces proposed under Variant 2. As proposed under Variant 1, retail would be located along the Twenty-Fourth Street frontage and would be compatible with the surrounding neighborhood commercial streets. Access to the garage would occur at a new entrance on Utah Street.

3.6.3.4 Variant 4 (No Garage Expansion)

Under this variant only the proposed research building would be constructed. The City parking structure would not be expanded under this variant.

3.7 Discretionary Approvals

Action by the Regents of the University of California (the Regents), including any Regents delegated-committee or official:

Upon certification of the EIR, the Regents or its designee will consider whether to approve the following:

- acquisition of long-term interest in the B/C Lot, such as a long-term Ground Lease or other transactional structure
- approval of design, construction, and financing of the UCSF research building

Action by the Parking Authority of the City and County of San Francisco:

- approval of design, construction, and financing of the ZSFG parking garage expansion

Actions by the City and County of San Francisco:

The City and County of San Francisco, Board of Supervisors, Planning Commission and its agencies or designees will consider whether to approve the following:

- approval of a long-term Ground Lease granting an interest in the B/C Lot to the Regents and possible approval of financing for the ZSFG parking garage expansion
- approval of a height change at the parking garage site, if necessary.

CHAPTER 4

Environmental Setting, Impacts, and Mitigation Measures

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4.1 Aesthetics

4.1.1 Introduction

This section assesses the effects of development of the proposed project on scenic resources, including features of the built or natural environment that contribute to a scenic public setting, such as the ZSFG campus. The effects on the existing visual character or quality of the ZSFG campus and the surrounding neighborhood are also evaluated.

4.1.2 Environmental Setting

4.1.2.1 ZSFG Campus and Project Site

The visual character of the ZSFG campus, including that of the project site, is distinct from the character of the surrounding area. Key elements of the campus' distinct character include the unique topography of the campus, and the architectural design and layout of buildings on the campus.

The campus comprises 1.5 city blocks, and is oriented along a north-south axis. The topography generally slopes downward from east to west, with the highest elevation near the corner of Twenty-Second and Vermont streets and relatively level grade along Twenty-Third Street. The downward slope of the campus towards Potrero Avenue generally enhances the visibility of campus buildings and increases the perceived height of buildings as seen from Potrero Avenue from the west side, compared to views of campus from Vermont Street and Highway 101 from the east side.

As viewed from Potrero Avenue, the campus buildings contribute to the unique character of the campus, which has a history of providing medical services on the site since at least 1872. Nine existing brick buildings remain from the period between 1915 and 1938, including the four brick buildings or "finger wards" (Buildings 10/20 and 30/40) constructed in 1915 along Potrero Avenue in the center of the campus. These five-story buildings form the primary visual impression of the campus along Potrero Avenue. Other buildings that also contribute to the character of the campus as viewed from Potrero Avenue include Buildings 1 and 80/90, north of Buildings 10/20, and Building 9, south of Buildings 30/40. Buildings 80/90 are five- and seven-story brick buildings with terra cotta detailing (1938). Building 1 and Building 9 are five- and three-story buildings also constructed in 1915. The remaining building from the 1915 to 1938 era, Building 100, is a three-story brick building, located along Vermont Street. The former Main Hospital building (Building 5) also contributes to the visual character of the campus. The seven-story poured-in-place concrete building was constructed in 1976. The style, building materials, design, and façade color of the modern concrete building is distinct from the older red brick buildings on the ZSFG campus.

The new acute care hospital (Building 25) is located northwest of the proposed research building site. It is nine stories tall (seven above grade) and has a height of approximately 124 feet (not

including the 16-foot-tall mechanical penthouse). Its façade includes primarily brick and glass elements, similar to the adjacent brick masonry buildings. The podium and the rectangular vertical tower are primarily brick while the circular tower element is primarily a glass curtain wall with vertical brick columnar elements connected by horizontal sunshades at each floor. The new hospital connects to the former Main Hospital building at the ground level and at the second floor.

The ZSFG campus comprises a historic district, referred to as the ZSFG Historic District, because of its association with the development of San Francisco's public health system, as well as for its contributions to national public health trends, medical research, and education in the 20th century. The district is also known for its distinctively planned architectural complex and being the work of a master architect. Six of the 14 buildings on the campus appear to be eligible for listing in the National Register and California Register. Additional contributing historical features to the district include the perimeter fencing, bus shelter, gatehouses, period light standards, and formal pedestrian entry. See Section 4.3, *Cultural Resources*, for further description of the ZSFG Historic District.

While buildings predominantly characterize the campus, landscaped open space areas also contribute to the visual character of the campus because they provide visual separation between buildings. Other open spaces on the campus are provided adjacent to or between buildings, as well as in interior courtyards of buildings, and include exterior gardens or landscaped grassy areas located, along the internal north-south roadway, in the interior of campus, and along Vermont Street. In addition, interior courtyards are located in Building 100 and the Behavioral Health Center.

B/C Lot

The proposed research building site is a surface parking lot (B/C Lot) containing 130 parking spaces and approximately 35 adjacent parking spaces for handicapped users, service vehicles, and ZSFG staff. The B/C Lot is bordered by Vermont Street to the east, West Drive to the west, Twenty-Third Street to the south, and the former Main Hospital to the north. Buildings 9, 30, 40 are located across West Drive. The current ZSFG emergency room and ambulance bay in the Building 5 is accessed through the B/C Lot via a driveway off Twenty-Third Street near its intersection with Vermont Street. Due to construction of the new hospital building, West Drive no longer extends across the ZSFG campus from Twenty-Third Street to Twenty-Second Street. Instead, a circular turnaround/drop-off area has been installed where West Drive approaches the southwestern corner of the Main Building. The ZSFG Hearty Café stand-alone trailer is located near this drop-off area.

A gatehouse is located at the southwest corner of the B/C Lot at the intersection of West Drive and Twenty-Third Street, and a fountain is located near the center of the parking lot. The gatehouse, fountain, and an existing fence along Twenty-Third Street are considered contributory landscape features of the ZSFG Historic District. Other existing features on this lot include a switchgear facility protected by a concrete wall, located at the intersection of the emergency room access driveway and Twenty-Third Street, and a large sculpture entitled *Stiff Loops* that sits just north of the switchgear structure. Landscaping consists of a few trees located in the interior of the parking lot as well as on the perimeter of the lot.

Existing Parking Garage

The six-story parking garage (including one basement level) is located across Twenty-Third Street from the B/C Lot, between Utah Street and San Bruno Avenue. The 824-parking space garage occupies the northern two-thirds of the lot with surface parking on the remaining one-third.

The garage is concrete and open on all sides to provide natural ventilation. At the two northern corners of the garage there are metal-fabricated, circular, open-air towers, with one enclosing two elevators and stairways in both. Additional pedestrian access is available via the surface lot on the southern end of the site. The exterior is divided into 28-foot structural bay sections designed to relate to the width of the residences in the neighborhood. The north façade has a canopy design that relates to the larger scale of the buildings on the ZSFG campus across Twenty-Third Street.

One entry, one exit and two reversible (entry-exit) lanes are provided on the main access at Twenty-Fourth Street; an additional entry plus one exit lane are provided on Twenty-Third Street during evenings and weekends. Because the site slopes downhill from northeast to the southwest, the Twenty-Fourth Street entrance is at grade while the Twenty-Third Street access is at the third level of the structure.

At the south end of the site in the corners of the surface lot are two circular concrete structures about 15 feet tall. The one at the southwest corner near Twenty-Fourth and Utah Streets has windows and includes a small room that was intended as an information kiosk, but does not appear to be used for that purpose; the other structure is partially underground with no windows and is used for storage of mechanical and maintenance equipment.

The entire garage site is enclosed by a fence. Along the Utah Street and San Bruno Avenue frontages, there is a retaining wall extending about 1.5 feet above the sidewalk with a seven-foot iron fence mounted on top. This iron fence extends around the Twenty-Fourth Street frontage, excluding the access gateway. Along the Twenty-Third Street frontage there is a 42-inch guard rail at street level. Landscaping consists of trees planted along the surrounding sidewalk approximately every 25 feet, except in driveway areas.

4.1.2.2 Surrounding Neighborhood

The areas adjacent to the ZSFG campus are comprised of a mixture of styles and uses, with residential units predominating, including single family, flats, and apartment units. Other buildings include mixed-use commercial and residential, with stores and restaurants on the first floors, and residential units above. Most are multi-story, consisting of two- and three-story buildings, and many have garages. Several buildings have been significantly altered, with the addition of modern façades, fenestration, stucco wall cladding, and other adaptations. Although the majority of the buildings surrounding the ZSFG campus date to the first quarter of the 20th Century, many were also built within the last 50 years, reflecting a variety of building styles and periods found in many parts of San Francisco. Highway 101 and adjacent landscaping form a visual barrier between the campus and the Potrero Hill neighborhood east of the campus.

4.1.3 Regulatory Considerations

4.1.3.1 UCSF Facilities Design Guidelines

New development at UCSF is guided by the *Facilities Design Guidelines*. The guidelines set forth design objectives and special considerations for UCSF projects, with an emphasis on a project's functional requirements, overall economy and technical guidelines.

The *Facilities Design Guidelines* also contain specific policies related to landscaping at UCSF campus sites. These policies include designing landscapes at entrances and exits to UCSF facilities (e.g., roadways, parking lots and pedestrian areas) to maximize visibility and allow adequate lighting. Vegetation should be compatible with the natural limitations presented by the Bay Area's climate and soil conditions, and also be appropriate for man-made environments (e.g., adequate for use as street trees). Additional policies related to landscaping include incorporating water and energy conservation features and utilizing low-maintenance materials.

4.1.3.2 UCSF Physical Design Framework

Development at UCSF is also guided by the *Physical Design Framework*, which sets forth a vision for the physical development of all UCSF campus sites. It serves as the foundation for UCSF to plan and design future projects according to a clear and consistent set of planning and design principles, guidelines and strategies. The *Physical Design Framework* contains six planning principles that are universally applicable to UCSF campus sites. They express key thematic concepts of Context, Connectivity, Cohesiveness, Collegiality, Community and Conservation.

Each of the above principles contains related specific guidelines, such as designing buildings to fit within their urban context, considering massing, style, pattern and color of buildings in the vicinity; relating buildings to pedestrians and scale to human activity and visual interest; providing a positive campus interface at campus edges; providing comfortable, activated campus open spaces; and incorporating sustainability features in buildings.

4.1.3.3 UCSF Community Planning Principles

UCSF has partnered with its neighbors to prepare *Community Planning Principles*. These Principles formalize UCSF's commitment to communicate with neighbors regarding its space needs and potential future development, in order to identify potential community concerns that may arise from UCSF's physical development prior to the time that individual projects are brought forward for approval. The *Community Planning Principles* are intended to aid UCSF in both complementing and advancing the planning priorities of the City and of its campus neighbors. The Principles apply to UCSF's development throughout San Francisco.

4.1.3.4 San Francisco General Plan

The City's General Plan includes policies that pertain to views and visual quality. The policies most relevant to aesthetics are contained in the Urban Design Element of the General Plan.

Policies 1.1 through 1.5 of the City Pattern section of the Urban Design Element relate to the appearance of buildings and landscaping, and their total effect that characterizes the various city districts. These policies also recognize and protect major public views in the city, with particular attention to views of open space. Policies 2.4 through 2.6 of the Conservation section of the Urban Design Element address notable landmarks of aesthetic or other importance, as well as convey a need to respect the character of nearby older development in the design of new buildings. The Major New Development section of the Urban Design Element, Policies 3.1 through 3.7, relate to building design and the visual relationship between new and established development, with an emphasis on promoting a harmonious relationship between existing and new buildings, relating building heights to important attributes of the city pattern and to heights of existing buildings, and recognizing the special urban design problems posed in development of large properties. Policy 4.15 of the Neighborhood Environment section of the Urban Design Element includes requirements for protecting the livability and character of neighborhoods from intrusion of incompatible new development.

Although the University is not subject to local planning policies whenever using land under its control in furtherance of its educational mission, the University strives to be consistent with local policies where feasible. The parking garage expansion would be subject to General Plan policies and regulations as a City-owned site and structure.

4.1.3.5 San Francisco Planning Code

The San Francisco Planning Code regulates development in the City by prescribing the permitted uses and development standards consistent with the land use designations and policies in the *San Francisco General Plan*. The San Francisco Zoning Map defines the locations and boundaries of zoning use, building height and bulk limit districts. Zoning in San Francisco generally consists of multiple layers of districts. Use Districts are the base zoning districts that prescribe permitted land uses and most development standards (except height and bulk). Height and Bulk Districts are mapped separately from Use Districts and prescribe the permitted height and bulk of buildings.

The B/C Lot is located within the 105-E Height and Bulk District while the parking garage is in the 40-X district. The “E” designation limits floor plans above 65 feet to a maximum plan length of 110 feet and a maximum diagonal plan dimension of 140 feet. The “X” designation permits all floors of structures to cover the entire building footprint.

4.1.4 Significance Standards

Would the project

- a) Have a substantial adverse effect on a scenic vista?
- b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway or other features of the built or natural environment which contribute to a scenic public setting?
- c) Substantially degrade the existing visual character or quality of the site and its surroundings?

- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?
- e) Exceed the LRDP EIR significance standard by substantially reducing sunlight or significantly increasing shadows in public open space areas, or by increasing pedestrian-level wind speeds above the hazard level set forth in the San Francisco Planning Code?

4.1.5 Analysis Methodology

For purposes of this EIR, the visual impact assessment provides a description of the physical setting surrounding the project site and ZSFG campus to illustrate the backdrop against which impacts of the proposed project are evaluated. The scale, massing, bulk and form of the proposed project is evaluated in the context of surrounding development, including the ZSFG campus and surrounding neighborhood. The existing physical characteristics include short-range and long-range views; the type, height and scale of existing development on or near the campus; man-made landmarks such as major highways or skyline views; and natural landmarks such as hillsides. Basic assumptions are discussed regarding the physical appearance of the proposed research building and parking garage expansion.

4.1.6 Issues Adequately Addressed in the Initial Study

After evaluation of the proposed project, the Initial Study concluded that neither the proposed project nor variants would have a substantial adverse effect on a scenic vista, substantially reduce sunlight or significantly increase shadows in public open space areas, or increase pedestrian-level wind speeds above the hazard level set forth in the San Francisco Planning Code. Therefore, no additional analysis of these issues is required. In addition, implementation of Mitigation Measures AES-1 and AES-2 would reduce effects related to light or glare to less than significant levels. No additional discussion of this issue is contained herein.

4.1.7 Impacts and Mitigation Measures

Impact AES-1: The proposed project would not substantially damage scenic resources or other features that contribute to a scenic public setting or substantially degrade the existing visual character or quality of the site and its surroundings. (Less than Significant)

The Initial Study noted that, although there are no state-designated scenic highways in the vicinity of the project site (Caltrans, 2015), the project could potentially have an impact on the scenic public setting of the ZSFG campus. As discussed below, neither the project nor any of the variants will have a potentially significant impact on the scenic attributes of ZSFG.

Impacts of the Research Building

The research building would be visible from Highway 101, which is not a state-designated scenic highway. Expansion of the parking garage under the project or Variants 1-3 would largely be obstructed by existing vegetation and intervening buildings; new portions of the garage may be glimpsed by motorists. Variants 2 and 3 would add another story to the garage, which would make the garage more visible to motorists on Highway 101.

The unique design and character of the ZSFG campus buildings contribute to the scenic qualities of the campus. As seen from the predominant view of the campus from Potrero Avenue, and also from more long-range vantage points, such as Bernal Heights, the rhythm and design of the existing brick finger wards creates a memorable scenic impression and contributes to the scenic public setting of the campus. The juxtaposition of old and new architecture on campus, the distinct perimeter fencing, and the trees and other landscaping, all contribute to the scenic public setting of the campus. Neither the current use of the proposed research building site as a surface parking lot nor the existing parking garage would be considered contributory elements to the scenic public setting of the campus.

The ZSFG campus character primarily results from the architectural style, design, and façade materials of the 14 existing buildings on campus constructed prior to the new hospital building (Building 25), which was completed in 2015. The 14 campus buildings were constructed between 1915 and 2004 and thus represent a range of architectural styles. However, a primary architectural theme on campus is the early 20th century Second Renaissance Revival architectural style represented by Buildings 1, 9, 10/20, 30/40, and 100. These steel frame, unreinforced brick masonry buildings, along with the brick Art Deco-style Buildings 80/90, were constructed between 1915 and 1938 and contribute substantially to the visual character and scenic public setting of the campus. The location of these buildings on campus, interspersed with internal open spaces and roadways, also contribute to the visual character of the campus.

The new Building 25 is located northwest of the proposed research building site. It is nine stories tall (seven above grade) and has a height of approximately 124 feet (not including the 16-foot-tall mechanical penthouse). Its façade includes primarily brick and glass elements, similar to the adjacent brick masonry buildings. The podium and the rectangular vertical tower are primarily brick while the circular tower element is primarily a glass curtain wall with vertical brick columnar elements connected by horizontal sunshades at each floor. While the building alters the existing rhythm of buildings and open spaces, the design incorporates façade materials, such as brick, that are compatible with and are intended to help integrate the new building with the adjacent unreinforced brick masonry buildings along Potrero Avenue.

The architectural design of the proposed research building has not been developed, and anticipated characteristics of the building are limited to height, massing, and footprint. Specific architectural features and building materials have yet to be determined. See Figures 3 and 4 in the *Project Description* for the proposed site plan and conceptual bulk and height. The research building would be about 175,000 gsf, and five-stories in height, plus a mechanical penthouse. The building height would be about 80 feet to the top of the fifth story, plus an additional 12 feet to accommodate rooftop mechanical equipment. The building would be set back from adjacent streets and surrounded by landscaping. The building footprint would allow for the creation of a new one-way eastbound urban driveway between the new building and Building 5. This redesigned area would include the drop off area for Urgent Care services that will be relocated to Building 5 as part of the new hospital project and new landscaping and pedestrian circulation features. The new site layout also would reconfigure the adjacent existing 35 parking spaces for handicapped users, service vehicles, and ZSFG staff, with no expected reduction in parking supply.

In addition, the Hearty Café trailer and fountain would be relocated. The existing driveway that provides access to the ZSFG emergency room would be eliminated. The existing gatehouse, fence along Twenty-Third Street, and *Stiff Loops* sculpture would be retained in their current locations.

As noted above, although specific design features of the research building have not yet been determined, Mitigation Measure AES-2 from the Initial Study would minimize the quantity of reflective material used on the exterior façade. Any illuminated building signage would be consistent with the more stringent of City Planning Code standards and/or UCSF design guidelines. Exterior light fixtures would emphasize close spacing and lower intensity light and not direct light to other campus structures or off-campus buildings. Implementation of Mitigation Measure BIO-2, also from the Initial Study, requires use of glazing options such as fritted glass, Dichroic glass, etched glass, translucent glass, or glass that reflects ultraviolet light in appropriate portions of the building façade.

Based on preliminary design information, the research building would likely exceed the City's bulk limitations of the 105-E district, although it would be lower than the 105-foot height limit. Therefore, to the extent feasible, UCSF would design the research building to avoid or minimize the effects of this conflict with the City's Planning Code, but it would not be possible to move UCSF employees into a seismically safe building that complies with the City's 105-E Height and Bulk District Regulations due to the amount of space needed to accommodate UCSF research programs and employees currently located in seismically compromised buildings. See Section 4.5, *Land Use and Planning*.

As discussed in depth in Section 4.3, *Cultural Resources*, given the absence of specific design plans, the research building could be architecturally incompatible with the nearby contributors to the ZSFG Historic District. Construction of a new building within the district that is incompatible with adjacent contributors could result in a substantial alteration to the historic setting of the district, which would be considered a significant, indirect impact to historical resources under CEQA. However, implementation of Mitigation Measure CP-1, Design Guidelines for New Construction, would ensure that the proposed building would be compatible with the ZSFG Historic District and would maintain the district's character and integrity.

The research building would be built in accordance with UCSF's *Physical Design Framework* and *Facilities Design Guidelines*. UCSF design guidelines would ensure that the final design of the building responds to the form of adjacent buildings (e.g., in terms of massing and height) and the overall context of the ZSFG campus and surrounding neighborhood. Although changes in appearance at the ZSFG campus would be noticeable, particularly along Twenty-Third Street, the existing visual quality and character resulting from the mix of old and new architectural styles on the campus would be maintained. The architectural style of the proposed building would not replicate the Renaissance Revival style or that of Building 5 directly adjacent, but would be intended to provide a modern design that is intended to respect the existing visual character. This design approach is consistent with existing architectural styles on campus in that each building contributes to the campus fabric with an architectural style characteristic of the period of its construction, e.g., the new hospital building. Because of this planned architectural consistency,

the new research building would not substantially degrade the scenic public setting of the ZSFG campus or the visual character or quality of the site and its surroundings and no mitigation is required.

Mitigation: None required.

Impacts of the Expanded Parking Garage

The parking garage component of the project and Variant 1 would expand the existing ZSFG parking garage footprint south toward Twenty-Fourth Street on the surface parking lot portion of the garage site. The expansion would be up to five stories above grade, which would match the height of the existing garage. Variant 1 would replace up to 50 of the proposed 307 new parking spaces proposed under the project with up to 20,000 square feet of ground floor retail space, which would be located along the Twenty-Fourth Street frontage. The existing ingress/egress points to the garage would remain under the project – the main access would continue to be on Twenty-Fourth Street, and the secondary access would continue to be on Twenty-Third Street. Access to the garage under Variant 1 would occur at a new entrance on Utah Street.

Variants 2 and 3 would add one additional floor to the existing garage, in addition to the horizontal garage expansion proposed as part of the project and Variant 1. However, under Variant 3, up to 20,000 square feet of ground floor retail space could be substituted for up to 50 of the 527 new parking spaces proposed under Variant 2. Similar to Variant 1, retail proposed under Variant 3 would be located along the Twenty-Fourth Street frontage. The existing ingress/egress points to the garage would remain under Variant 2; access to the garage under Variant 3 would occur at a new entrance on Utah Street. No expansion of the garage would occur under Variant 4.

The garage is an allowable use in the City's P (Public) Zoning District; therefore, the expansion proposed under the project and Variants 1-3 would be a continuation of this allowable use. Reclassification of the site's 40-X height restriction to conform with the City Planning Code would be required under Variants 2 and 3 (see Section 4.5, *Land Use and Planning*).

The parking garage extension proposed under the project and Variants 1-3 would match the design of the existing garage, with an additional story added under Variants 2 and 3. The existing garage is set back about 11 to 13 feet from the adjacent streets, which provides space for landscaping and also space for shadows cast by the garage to fall closer into the site. Landscaping softens the edges of the structure and provides a more interesting and protected pedestrian environment. It also helps to reduce glare from vehicle headlights and nighttime lighting of the garage. Although some existing street trees may be removed during construction of the garage expansion, their removal would be subject to requirements of the City's Public Works Code, which includes planting of appropriate replacement trees. As noted in criterion g) of Section 5.4, *Biological Resources*, of the Initial Study (included as Appendix A in this EIR), the garage would be required to comply with Planning Code Section 138.1 regarding submittal of a streetscape plan that is in accordance with the City's Better Streets Plan. As under existing conditions, new or replacement street trees planted along the perimeter of the garage expansion would help shield

residences from motor vehicle headlights originating from inside the garage. The design of the expansion would continue the style of the existing garage, including exterior walls that would minimize light from vehicles extending directly into nearby residences. The most prominent architectural features of the existing garage are the towers located at the northeast and northwest corners. The cylindrical towers, about 32 feet in diameter, are sheathed in a curved metal framework. The towers rise about 45 feet above street level.¹ New towers would be added to the garage under the project and Variants 1-3 at the southeast and southwest corners of the garage. These towers would rise about 60 feet above street level under the project and Variant 1 due to the sloping topography. The addition of another story to the garage under Variants 2 and 3 would result in a corresponding height increase of the existing towers along Twenty-Third Street as well as taller towers along Twenty-Fourth Street (in comparison to the project and Variant 1).

As noted in the environmental analysis prepared for the existing garage, the architectural treatment of the structure's façade helps moderate its size (CCSF, 1993). The exterior detailing provides a textured and articulated surface to help reduce the garage's mass. The façade of cast concrete, parapet walls, guard rails, and window-like structures, combined with the pattern of light concrete and dark shadows from the interior of the open garage, provides articulation of the building's exterior surfaces and helps to reduce its apparent mass along Utah Street and San Bruno Avenue. In addition, the 28-foot modular sections on the exterior reflect the 25-foot residential lot-width of the surrounding neighborhood. These variations in the façade treatment help to reduce the horizontal proportions of the structure. The two additional towers that would be added to the garage along Twenty-Fourth Street also would help create a more symmetrical, balanced structure in comparison to the existing garage. Although the additional floor proposed under Variants 2 and 3 would increase the mass of the structure, the continuation of the existing design features in the proposed garage expansion would help to reduce the perceived scale and mass of the structure under the project and variants. Finally, the proposed research building, which would be constructed on a surface parking lot across the street from the garage, would fill in this formerly vacant area of the ZSFG campus and thereby help to integrate the garage with the existing ZSFG buildings. Retail uses proposed under Variants 1 and 3 along Twenty-Fourth Street would be allowed as an accessory nonpublic use (see Section 4.5, *Land Use and Planning*). Provision of ground floor retail uses along Twenty-Fourth Street would be compatible with the adjacent neighborhood commercial uses along Twenty-Fourth Street between San Bruno Avenue and Potrero Avenue. The scale of the garage expansion on the existing neighborhood businesses across Twenty-Fourth Street, and especially considering the additional story proposed under Variant 3, could be reduced if the upper floors of the garage are setback from the street frontage so that the building height is consistent with adjacent buildings.

The garage is located in a neighborhood with compromised architectural integrity. As noted in Section 4.3, *Cultural and Paleontological Resources*, many of the surrounding buildings have been significantly altered, with the addition of modern façades, fenestration, stucco wall cladding, and other adaptations. The expansion of the parking structure under the project or Variants 1-3 would not substantially degrade the visual integrity of the neighborhood. It would be an extension

¹ Even though the towers are over 40 feet in height, the structure is in compliance with the 40-foot height limitation as measured under the City Planning Code, since there are exceptions to the height limit for stair towers.

of the modern, institutional architecture that characterizes the eastern edge of the ZSFG campus. The expansion of the garage under the project or Variants 1-3 would have no significant effect on the scenic public setting of the ZSFG campus or substantially degrade the visual character or quality of the site and its surroundings.

Mitigation: None required.

4.1.7.1 Cumulative Impacts

Cumulative aesthetic impacts are evaluated in the context of existing and reasonably foreseeable future development in the project vicinity. The cumulative analysis is geographically based on projects in the vicinity that would affect the overall visual character and scenic public setting of the ZSFG campus and surrounding neighborhood, within a few blocks in each direction of the project site.

The cumulative analysis includes potentially reasonably foreseeable development on the ZSFG campus. A proposed General Obligation Bond Measure scheduled for June 2016 would fund the expansion of existing uses and backfill of uses into vacated areas in the former Main Hospital (Building 5) as well as the phasing out of certain uses on the ZSFG campus, which would be completed by approximately 2020. Improvements to Building 5 include interior renovations, upgrade of obsolete building systems, and minor voluntary seismic improvements to accommodate UCSF's policy to maintain occupancy in the building. Buildings 80 and 90 would be seismically upgraded and building systems would be modernized. (DPH, 2015) The San Francisco Department of Public Health (SFPDH) would be relocating certain functions from off-campus sites into the Building 5, such as the Department's Public Health Lab currently located at 101 Grove Street. Year 2040 conditions also assume the space vacated by UCSF at ZSFG will be backfilled with new SFPDH staff.

Development of cumulative projects on the ZSFG campus, in combination with the proposed project, would likely result in some intensification of uses and potential shifts in land uses on the campus, but would not result in increased building heights or other exterior changes to on-campus buildings that would affect the scenic public setting or visual character of the campus. The existing campus character primarily results from the architectural style, design, and materials of the 14 buildings on campus. The elements that contribute to the scenic setting of the campus, such as the rhythm of buildings and open space, the juxtaposition of old and new architecture, and historic period campus features, would not be expected to be significantly impacted by cumulative projects on campus.

Reasonably foreseeable projects in the vicinity of the ZSFG campus include relatively minor alterations primarily to smaller scale residential buildings, such as vertical and horizontal additions to single-family homes, which would not be expected to have significant adverse aesthetic impacts, including any which could combine with the impacts of the proposed project to form a significant aesthetic cumulative impact.

Overall, implementation of the proposed project in combination with other cumulative projects both on the ZSFG campus and in the surrounding neighborhood would not result in cumulatively considerable impacts related to the scenic public setting of the ZSFG campus or the visual character or quality of the site and its surroundings.

4.1.8 References

- California Department of Transportation (Caltrans), California Scenic Highway Mapping System, www.dot.ca.gov/hq/LandArch/scenic_highways/index.htm.
- City and County of San Francisco, Department of Public Health, *San Francisco General Hospital and Trauma Center Institutional Master Plan Update*, revision submitted June 2015.
- City and County of San Francisco, *San Francisco General Hospital Parking Garage Draft Environmental Impact Report*, January 15, 1993.
- City and County of San Francisco, *San Francisco General Hospital Seismic Compliance Hospital Replacement Program Environmental Impact Report*, certified June 19, 2008.
- City and County of San Francisco, *San Francisco General Plan*, Urban Design Element, available at www.sf-planning.org/ftp/general_plan/I5_Urban_Design.htm.
- University of California, San Francisco, *2014 Long Range Development Plan*, adopted November 2014.
- University of California, San Francisco, *Facilities Design Guidelines*, revised November 4, 2003.
- University of California, San Francisco, *Physical Design Framework*, September 2010.

4.2 Air Quality

4.2.1 Introduction

This section discusses the existing air quality conditions in the project area, presents the regulatory framework for air quality management, and analyzes the potential for the proposed project to affect existing air quality conditions, both regionally and locally, due to activities that emit criteria and non-criteria air pollutants. It also analyzes the types and quantities of emissions that would be generated on a temporary basis due to proposed construction activities as well as those generated over the long term due to proposed operation of project elements. The analysis determines whether those emissions are significant in relation to applicable air quality standards and identifies feasible mitigation measures for significant adverse impacts. The section also includes an analysis of cumulative air quality impacts. The potential for odor impacts is also addressed to determine if the project would result in new significant impacts or substantially increase the severity of impacts on air quality with respect to odors. Emissions of greenhouse gases resulting from the proposed project's potential impacts on climate change and the state's goals for greenhouse gas emissions pursuant to Assembly Bill 32 are presented and discussed in Section 4.4, *Greenhouse Gas Emissions*.

The analysis in this section is based on a review of existing air quality conditions in the region and air quality regulations administered by the United States Environmental Protection Agency (USEPA), the California Air Resources Board (CARB), and the Bay Area Air Quality Management District (BAAQMD). This analysis includes methodologies identified in the updated BAAQMD *CEQA Air Quality Guidelines* (May 2012).

4.2.2 Environmental Setting

4.2.2.1 Climate and Meteorology

The project area is located within the San Francisco Bay Area Air Basin (SFBAAB). The air basin's moderate climate steers storm tracks away from the region for much of the year, although storms generally affect the region from November through April. San Francisco's proximity to the onshore breezes stimulated by the Pacific Ocean provide for generally very good air quality in the project area.

Temperatures in the project area average in the mid-50s annually, generally ranging from the low 40s on winter mornings to mid-70s during summer afternoons. Daily and seasonal oscillations of temperature are small because of the moderating effects of the nearby San Francisco Bay. In contrast to the steady temperature regime, rainfall is highly variable and confined almost exclusively to the "rainy" period from November through April. Precipitation may vary widely from year to year as a shift in the annual storm track of a few hundred miles can mean the difference between a very wet year and drought conditions, as has been exhibited by recent drought conditions and occasional El Nino episodes.

Atmospheric conditions such as wind speed, wind direction, and air temperature gradients interact with the physical features of the landscape to determine the movement and dispersal of air pollutants regionally. The project area lies within the Peninsula climatological subregion. Marine air traveling through the Golden Gate is a dominant weather factor affecting dispersal of air pollutants within the region. Wind measurements collected on the San Francisco mainland indicate a prevailing wind direction from the west and an average annual wind speed of 10.3 miles per hour (WRCC, 2015). Increased temperatures create the conditions in which ozone formation can increase.

4.2.2.2 Ambient Air Quality – Criteria Air Pollutants

As required by the 1970 federal Clean Air Act, the USEPA initially identified six criteria air pollutants that are pervasive in urban environments and for which state and federal health-based ambient air quality standards have been established. USEPA calls these pollutants “criteria air pollutants” because the agency has regulated them by developing specific public-health-based and welfare-based criteria as the basis for setting permissible levels. Ozone, carbon monoxide (CO), particulate matter (PM), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), and lead are the six criteria air pollutants originally identified by USEPA. Since that time, subsets of particulate matter have been identified for which permissible levels have been established. These include particulate matter of 10 microns in diameter or less (PM₁₀) and particulate matter of 2.5 microns in diameter or less (PM_{2.5}).

The BAAQMD is the regional agency with jurisdiction for regulating air quality within the nine county SFBAAB. The region’s air quality monitoring network provides information on ambient concentrations of criteria air pollutants at various locations in the San Francisco Bay Area.

Table 4.2-1 presents a five-year summary for the period 2010 to 2014 of the highest annual criteria air pollutant concentrations, collected at the air quality monitoring station operated and maintained by the BAAQMD at 16th and Arkansas Streets (Potrero Hill), approximately one mile northeast of the project site. Table 4.2-1 also compares measured pollutant concentrations with the most stringent applicable ambient air quality standards (state or federal). Concentrations shown in bold indicate an exceedance of the standard.

Ozone

Ozone is a secondary air pollutant produced in the atmosphere through a complex series of photochemical reactions involving reactive organic gases (ROG, also sometimes referred to as volatile organic compounds or VOC by some regulating agencies) and nitrogen oxides (NO_x). The main sources of ROG and NO_x, often referred to as ozone precursors, are combustion processes (including motor vehicle engines) and the evaporation of solvents, paints, and fuels. In the Bay Area, automobiles are the single largest source of ozone precursors. Ozone is referred to as a regional air pollutant because its precursors are transported and diffused by wind concurrently with ozone production through the photochemical reaction process. Ozone causes eye irritation, airway constriction, and shortness of breath and can aggravate existing respiratory diseases, such as asthma, bronchitis, and emphysema.

**TABLE 4.2-1
SUMMARY OF SAN FRANCISCO AIR QUALITY MONITORING DATA (2010–2014)**

Pollutant	Most Stringent Applicable Standard	Number of Days Standards Were Exceeded and Maximum Concentrations Measured ^a				
		2010	2011	2012	2013	2014
Ozone						
- Days 1-Hour Standard Exceeded		0	0	0	0	0
- Maximum 1-Hour Concentration (pphm)	>9 pphm ^b	8	7	7	7	8
- Days 8-Hour Standard Exceeded		0	0	0	0	0
- Maximum 8-Hour Concentration (pphm)	>7 pphm ^c	5	5	5	6	7
Carbon Monoxide (CO)						
- Days 1-Hour Standard Exceeded		0	0	0	0	0
- Maximum 1-Hour Concentration (ppm)	>20 ppm ^b	1.8	1.8	2.0	1.8	1.6
- Days 8-Hour Standard Exceeded		0	0	0	0	0
- Maximum 8-Hour Concentration (ppm)	>9 ppm ^b	1.4	1.2	1.2	1.4	1.2
Suspended Particulates (PM₁₀)						
- Days 24-Hour Standard Exceeded ^d		0	0	1	0	0
- Maximum 24-Hour Concentration (µg/m ³)	>50 µg/m ³ ^b	40	46	51	44	36
Suspended Particulates (PM_{2.5})						
- Days 24-Hour Standard Exceeded ^d		3	2	1	2	0
- Maximum 24-Hour Concentration (µg/m ³)	>35 µg/m ³	45	47	36	49	33
- Annual Average (µg/m ³)	>12 µg/m ³ ^b ,	10.5	9.5	8.2	10.1	7.7
Nitrogen Dioxide (NO₂)						
- Days 1-Hour Standard Exceeded		0	0	1	0	0
- Maximum 1-Hour Concentration (pphm)	>10 pphm ^c	9	9	12	7	8

NOTES:

Bold values are in excess of applicable standard.
ppm = parts per million; pphm = parts per hundred million
µg/m³ = micrograms per cubic meter
ND = No data or insufficient data.

^a Number of days exceeded is for all days in a given year, except for particulate matter. PM10 and PM2.5 are monitored every six days and therefore the number of days exceeded is out of approximately 60 annual samples.

^b State standard, not to be exceeded.

^c Federal standard, not to be exceeded.

^d Particulate matter is based on a sampling schedule of one out of every six days, for a total of approximately 60 samples per year.

SOURCE: BAAQMD, Bay Area Air Pollution Summary, 2010 – 2014. Available online at: <http://www.baaqmd.gov/Divisions/Communications-and-Outreach/Air-Quality-in-the-Bay-Area/Air-Quality-Summaries.aspx>. Accessed December 17, 2015.

Table 4.2-1 shows that, according to published data, the most stringent applicable standards for ozone (state 1-hour standard of 9 parts per hundred million [pphm] and the federal 8-hour standard of 8 pphm) were not exceeded in San Francisco between 2010 and 2014.

Carbon Monoxide (CO)

CO is an odorless, colorless gas usually formed as the result of the incomplete combustion of fuels. The single largest source of CO is motor vehicles; the highest emissions occur during low travel speeds, stop-and-go driving, cold starts, and hard acceleration. Exposure to high concentrations of CO reduces the oxygen-carrying capacity of the blood and can cause headaches, nausea, dizziness,

and fatigue; impair central nervous system function; and induce angina (chest pain) in persons with serious heart disease. Very high levels of CO can be fatal. As shown in Table 4.2-1, the more stringent state CO standards were not exceeded between 2010 and 2014. Measurements of CO indicate hourly maximums ranging between 9% to 10% of the more stringent state standard, and maximum 8-hour CO levels that are approximately 11% to 16% of the allowable 8-hour standard.

Particulate Matter (PM_{10} and $PM_{2.5}$)

Particulate matter is a class of air pollutants that consists of heterogeneous solid and liquid airborne particles from man-made and natural sources. Particulate matter is measured in two size ranges: PM_{10} for particles less than 10 microns in diameter, and $PM_{2.5}$ for particles less than 2.5 microns in diameter. In the Bay Area, motor vehicles generate about one-half of the air basin's particulates, through tailpipe emissions as well as brake pad and tire wear. Wood burning in fireplaces and stoves, industrial facilities, and ground-disturbing activities such as construction are other sources of such fine particulates. These fine particulates are small enough to be inhaled into the deepest parts of the human lung and can cause adverse health effects. According to the CARB, studies in the United States and elsewhere "have demonstrated a strong link between elevated particulate levels and premature deaths, hospital admissions, emergency room visits, and asthma attacks," and studies of children's health in California have demonstrated that particle pollution "may significantly reduce lung function growth in children." The CARB also reports that statewide attainment of particulate matter standards could prevent thousands of premature deaths, lower hospital admissions for cardiovascular and respiratory disease and asthma-related emergency room visits, and avoid hundreds of thousands of episodes of respiratory illness in California (CARB, 2007). Among the criteria pollutants that are regulated, particulates appear to represent a serious ongoing health hazard. As long ago as 1999, the BAAQMD was reporting, in its *CEQA Air Quality Guidelines*, that studies had shown that elevated particulate levels contribute to the death of approximately 200 to 500 people per year in the Bay Area. High levels of particulate matter can exacerbate chronic respiratory ailments, such as bronchitis and asthma, and have been associated with increased emergency room visits and hospital admissions.

Table 4.2-1 shows that an exceedance of the state PM_{10} standard occurred on one monitored occasion between 2010 and 2014 in San Francisco. It is estimated that the state 24-hour PM_{10} standard of 50 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) was exceeded on up to 6 days per year between 2010 and 2014.¹ It is estimated that the state 24-hour $PM_{2.5}$ standard was exceeded on up to 48 days per year between 2010 and 2014. The federal state annual average standard was not exceeded between 2010 and 2014.

$PM_{2.5}$ is of particular concern because epidemiologic studies have demonstrated that people who live near freeways and high-traffic roadways have poorer health outcomes, including increased asthma symptoms and respiratory infections and decreased pulmonary function and lung development in children (SFPDPH, 2008).

¹ PM_{10} and $PM_{2.5}$ are sampled every sixth day; therefore, actual days over the standard can be estimated to be six times the numbers listed in the table.

Nitrogen Dioxide (NO₂)

NO₂ is a reddish brown gas that is a byproduct of combustion processes. Automobiles and industrial operations are the main sources of NO₂. Aside from its contribution to ozone formation, NO₂ can increase the risk of acute and chronic respiratory disease and reduce visibility. NO₂ may be visible as a coloring component on high pollution days, especially in conjunction with high ozone levels. Table 4.2-1 shows that the current state standard for NO₂ is being met in San Francisco. In 2010, the USEPA implemented a new 1-hour NO₂ standard presented in **Table 4.2-2**. Currently, the CARB is recommending that the Bay Area air basin be designated as an attainment area for the new standard (CARB, 2011). This new federal standard was exceeded on one day at the San Francisco station between 2010 and 2014.

The USEPA has also established requirements for a new monitoring network to measure NO₂ concentrations near major roadways in urban areas with a population of 500,000 or more. Sixteen new near-roadway monitoring sites are required in California, three of which will be in the Bay Area. These monitors are planned for Berkeley, Oakland, and San Jose. The Oakland station commenced operation in February 2014 and the San Jose station commenced in March of 2015 while the Berkeley station is expected to be operational in summer 2016. The new monitoring data may result in a need to change area designations in the future. The CARB will revise the area designation recommendations, as appropriate, once the new monitoring data become available.

Sulfur Dioxide (SO₂)

SO₂ is a colorless acidic gas with a strong odor. It is produced by the combustion of sulfur-containing fuels such as oil, coal, and diesel. SO₂ has the potential to damage materials and can cause health effects at high concentrations. It can irritate lung tissue and increase the risk of acute and chronic respiratory disease (BAAQMD, 2011). Pollutant trends suggest that the air basin currently meets and will continue to meet the state standard for SO₂ for the foreseeable future.

In 2010, the USEPA implemented a new 1-hour SO₂ standard presented in Table 4.2-2. The USEPA has initially designated the SFBAAB as an attainment area for SO₂. Similar to the new federal standard for NO₂, the USEPA has established requirements for a new monitoring network to measure SO₂ concentrations beginning in January 2013 (US EPA 2010a). No additional SO₂ monitors are required for the Bay Area because the BAAQMD jurisdiction has never been designated as non-attainment for SO₂ and no State Implementation Plans or maintenance plans have been prepared for SO₂ (BAAQMD, 2012).

Lead

Leaded gasoline (phased out in the United States beginning in 1973), paint (on older houses, cars), smelters (metal refineries), and manufacture of lead storage batteries have been the primary sources of lead released into the atmosphere. Lead has a range of adverse neurotoxic health effects, which put children at special risk. Some lead-containing chemicals cause cancer in animals. Lead levels in the air have decreased substantially since leaded gasoline was eliminated. Ambient lead concentrations are only monitored on an as-warranted, site-specific basis in

**TABLE 4.2-2
STATE AND FEDERAL AMBIENT AIR QUALITY STANDARDS AND ATTAINMENT STATUS**

Pollutant	Averaging Time	State (SAAQs ^a)		Federal (NAAQS ^b)	
		Standard	Attainment Status	Standard	Attainment Status
Ozone	1 hour	0.09 ppm	N	NA	See Note c
	8 hour ^d	0.07 ppm	N	0.075 ppm	N/Marginal
Carbon Monoxide (CO)	1 hour	20 ppm	A	35 ppm	A
	8 hour	9 ppm	A	9 ppm	A
Nitrogen Dioxide (NO ₂)	1 hour	0.18 ppm	A	0.100 ppm	U
	Annual	0.030 ppm	NA	0.053 ppm	A
Sulfur Dioxide (SO ₂)	1 hour	0.25 ppm	A	0.075	A
	24 hour	0.04 ppm	A	0.14	A
	Annual	NA	NA	0.03 ppm	A
Particulate Matter (PM ₁₀)	24 hour	50 µg/m ³	N	150 µg/m ³	U
	Annual ^e	20 µg/m ³ ^f	N	NA	NA
Fine Particulate Matter (PM _{2.5})	24 hour	NA	NA	35 µg/m ³	N
	Annual	12 µg/m ³	N	12 µg/m ³	U/A
Sulfates	24 hour	25 µg/m ³	A	NA	NA
Lead	30 day	1.5 µg/m ³	A	NA	NA
	Cal. Quarter	NA	NA	1.5 µg/m ³	A
Hydrogen Sulfide	1 hour	0.03 ppm	U	NA	NA
Visibility-Reducing Particles	8 hour	See Note g	U	NA	NA

NOTES:

A = Attainment; N = Nonattainment; U = Unclassified; NA = Not Applicable, no applicable standard; ppm = parts per million; µg/m³ = micrograms per cubic meter.

- ^a SAAQS = state ambient air quality standards (California). SAAQS for ozone, carbon monoxide (except Lake Tahoe), sulfur dioxide (1-hour and 24-hour), nitrogen dioxide, particulate matter, and visibility-reducing particles are values that are not to be exceeded. All other state standards shown are values not to be equalled or exceeded.
- ^b NAAQS = national ambient air quality standards. NAAQS, other than ozone and particulates, and those based on annual averages or annual arithmetic means, are not to be exceeded more than once a year. The 8-hour ozone standard is attained when the three-year average of the fourth highest daily concentration is 0.08 ppm or less. The 24-hour PM₁₀ standard is attained when the three-year average of the 99th percentile of monitored concentrations is less than the standard. The 24-hour PM_{2.5} standard is attained when the three-year average of the 98th percentile is less than the standard.
- ^c The United States Environmental Protection Agency (USEPA) revoked the national 1-hour ozone standard on June 15, 2005.
- ^d This state 8-hour ozone standard was approved in April 2005 and became effective in May 2006.
- ^e State standard = annual geometric mean; national standard = annual arithmetic mean.
- ^f In June 2002, the California Air Resources Board (CARB) established new annual standards for PM_{2.5} and PM₁₀.
- ^g Statewide visibility-reducing particle standard (except Lake Tahoe Air Basin): Particles in sufficient amount to produce an extinction coefficient of 0.23 per kilometer when the relative humidity is less than 70%. This standard is intended to limit the frequency and severity of visibility impairment due to regional haze and is equivalent to a 10-mile nominal visual range.

SOURCE: Bay Area Air Quality Management District (BAAQMD), Standards and Attainment Status, 2015, http://hank.baaqmd.gov/pln/air_quality/ambient_air_quality.htm, accessed December 17 2015; and U.S. EPA National Ambient Air Quality Standards, 2015, <http://www.epa.gov/air/criteria.html>, accessed December 13, 2015.

California. On October 15, 2008, the USEPA strengthened the national ambient air quality standard for lead by lowering it from 1.5 µg/m³ to 0.15 µg/m³. The USEPA revised the monitoring requirements for lead in December 2010 (US EPA, 2010b). These requirements focus on airports and large urban areas resulting in an increase in 76 monitors nationally. Lead monitoring stations in the Bay Area are located at Palo Alto Airport, Reid-Hillview Airport (San Jose), and San Carlos Airport. Non-airport locations for lead monitoring are Redwood City and San Jose.

4.2.2.3 Toxic Air Contaminants and Local Health Risks and Hazards

In addition to criteria air pollutants, individual projects may emit toxic air contaminants (TACs). TACs collectively refer to a diverse group of air pollutants that are capable of causing chronic (i.e., of long duration) and acute (i.e., severe but short term) adverse effects to human health, including carcinogenic effects. Human health effects of TACs include birth defects, neurological damage, cancer, and death. There are hundreds of different types of TACs with varying degrees of toxicity. Individual TACs vary greatly in the health risk they present; at a given level of exposure, one TAC may pose a hazard that is many times greater than another.

Unlike criteria air pollutants, TACs do not have ambient air quality standards but are regulated by the BAAQMD using a risk-based approach to determine which sources and pollutants to control as well as the degree of control. A health risk assessment (HRA) is an analysis which estimates human health exposure to toxic substances, and when considered together with information regarding the toxic potency of the substances, provides quantitative estimates of health risks.²

Air pollution does not affect every individual in the population in the same way, and some groups are more sensitive to adverse health effects than others. Land uses such as residences, schools, children's day care centers, hospitals, and nursing and convalescent homes are considered to be the most sensitive to poor air quality because the population groups associated with these uses have increased susceptibility to respiratory distress or, as in the case of residential receptors, their exposure time is greater than for other land uses. Therefore, these groups are referred to as sensitive receptors. Exposure assessment guidance typically assumes that people in residences would be exposed to air pollution 24 hours per day, 350 days per year, for 70 years. Therefore, assessments of air pollutant exposure to residents typically result in the greatest adverse health outcomes of all population groups.

Exposures to fine particulate matter (PM_{2.5}) are strongly associated with mortality, respiratory diseases, and lung development in children, and other endpoints such as hospitalization for cardiopulmonary disease (SFDPH, 2008). In addition to PM_{2.5}, diesel particulate matter (DPM) is also of concern. The California Air Resources Board (CARB) identified DPM as a TAC in 1998, primarily based on evidence demonstrating cancer effects in humans (CARB, 1998). The estimated cancer risk from exposure to diesel exhaust is much higher than the risk associated with any other TAC routinely measured in the region.

San Francisco Modeling of Air Pollutant Exposure Zones

In an effort to identify areas of San Francisco most adversely affected by sources of TACs, San Francisco partnered with the BAAQMD to inventory and assess air pollution and exposures from vehicles, stationary, and area sources within San Francisco. Citywide dispersion modeling was conducted using AERMOD³ to assess the emissions from the following primary sources:

² In general, a health risk assessment is required if the BAAQMD concludes that projected emissions of a specific air toxic compound from a proposed new or modified source suggest a potential public health risk. The applicant is then subject to a health risk assessment for the source in question. Such an assessment generally evaluates chronic, long-term effects, estimating the increased risk of cancer as a result of exposure to one or more TACs.

³ AERMOD is the USEPA's preferred/recommended steady state air dispersion plume model. For more information on AERMOD and to download the AERMOD Implementation Guide see www.epa.gov/ttn/scram/dispersion_prefrec.htm#aermod (accessed January 16, 2016).

roadways, permitted stationary sources, port and maritime sources, and Caltrain. Emissions of PM_{10} (DPM is assumed equivalent to PM_{10}), $PM_{2.5}$, and total organic gases (TOG) were modeled on a 20 meter by 20 meter receptor grid covering the entire City. The results represent a comprehensive assessment of existing cumulative exposures to air pollution throughout the City. The methodology and technical documentation for modeling citywide air pollution is available in the document entitled, *The San Francisco Community Risk Reduction Plan: Technical Support Documentation* (BAAQMD, 2012).

Model results identified areas in the City with poor air quality, termed “Air Pollutant Exposure Zones”, based on the following health-protective criteria: (1) cumulative $PM_{2.5}$ concentrations greater than $10 \mu\text{g}/\text{m}^3$, and/or (2) excess cancer risk from the contribution of emissions from all modeled sources greater than 100 per one million population. An additional health vulnerability layer was incorporated in the Air Pollutant Exposure Zone (APEZ)⁴ for those San Francisco ZIP codes in the worst quintile of Bay Area Health Vulnerability scores (ZIP Codes 94102, 94103, 94105, 94124, and 94130). In these areas, the standard for identifying areas as being within the zone were lowered to: (1) excess cancer risk from the contribution of emissions from all modeled sources greater than 90 per one million population, and/or (2) cumulative $PM_{2.5}$ concentrations greater than $9 \mu\text{g}/\text{m}^3$. Lastly, all parcels within 500 feet of a major freeway were also included in the APEZ, consistent with findings in CARB’s *Air Quality and Land Use Handbook: A Community Health Perspective*, which suggests air pollutant levels decrease substantially at about 500 feet from a freeway (CARB, 2005).

Both the B/C Lot and the parking garage as well as existing residences east of San Bruno Avenue are located within an APEZ as determined by the San Francisco Department of Public Health (DPH) and Planning. This designation reflects the fact that existing increased cancer risk in the area already exceeds 100 in one million, the City’s cumulative threshold for TAC exposure. This risk level is largely influenced by the presence of vehicle traffic on the adjacent U.S. Highway 101 and, to a much lesser extent, existing backup generators at ZSFG. The project site and environs are not within a Health Vulnerability zip code.

Fine Particulate Matter

In April 2011, the USEPA published *Policy Assessment for the Particulate Matter Review of the National Ambient Air Quality Standards*. In this document, USEPA staff concludes that the then-current federal annual $PM_{2.5}$ standard of $15 \mu\text{g}/\text{m}^3$ should be revised to a level within the range of 13 to $11 \mu\text{g}/\text{m}^3$, with evidence strongly supporting a standard within the range of 12 to $11 \mu\text{g}/\text{m}^3$. APEZs for San Francisco are based on the health protective $PM_{2.5}$ standard of $11 \mu\text{g}/\text{m}^3$, as supported by the USEPA’s Particulate Matter Policy Assessment, although lowered to $10 \mu\text{g}/\text{m}^3$ to account for uncertainty in accurately predicting air pollutant concentrations using emissions modeling programs.

⁴ San Francisco, in partnership with BAAQMD, has modeled and assessed air pollutant impacts from mobile, stationary, and area sources within the City. This assessment identified areas with poor air quality under existing conditions—Air Pollutant Exposure Zones—which are based on health protective criteria $PM_{2.5}$ and excess cancer risk. These areas warrant special attention when siting land uses that either emit toxic air contaminants (TACs) or uses that are considered sensitive to air pollution.

Excess Cancer Risk

The 100 per one million persons (100 excess cancer risk) criterion discussed above is based on USEPA guidance for conducting air toxic analyses and making risk management decisions at the facility and community-scale level (BAAQMD, 2009). As described by the BAAQMD, the USEPA considers a cancer risk of 100 per million to be within the “acceptable” range of cancer risk. Furthermore, in the 1989 preamble to the benzene National Emissions Standards for Hazardous Air Pollutants (NESHAP) rulemaking (CFR, 1989), the USEPA states that it “...strives to provide maximum feasible protection against risks to health from hazardous air pollutants by (1) protecting the greatest number of persons possible to an individual lifetime risk level no higher than approximately one in one million and (2) limiting to no higher than approximately one in ten thousand [100 in one million] the estimated risk that a person living near a plant would have if he or she were exposed to the maximum pollutant concentrations for 70 years.” The 100 per one million excess cancer cases is also consistent with the ambient cancer risk in the most pristine portions of the Bay Area based on BAAQMD regional modeling (BAAQMD, 2009).

In addition to monitoring criteria pollutants, both the BAAQMD and CARB operate TAC monitoring networks in the SFBAAB. These stations measure 10 to 15 TACs, depending on the specific station. The TACs selected for monitoring are those that have traditionally been found in the highest concentrations in ambient air and therefore tend to produce the most significant risk. The nearest BAAQMD ambient TAC monitoring station to the project area is the station at Sixteenth and Arkansas streets in San Francisco. **Table 4.2-3** shows ambient concentrations of carcinogenic TACs measured at the Arkansas Street station, approximately one mile northeast of the project site. The estimated cancer risk from a lifetime exposure (70 years) to these substances is also reported in the table. When TAC measurements at this station are compared to ambient concentrations of various TACs for the Bay Area as a whole, the cancer risks associated with mean TAC concentrations in San Francisco are similar to those for the Bay Area as a whole. Therefore, the estimated average lifetime cancer risk resulting from exposure to TAC concentrations monitored at the San Francisco station do not appear to be any greater than for the Bay Area as a region.

Roadway-Related Pollutants

Motor vehicles are responsible for a large share of air pollution, especially in California. Vehicle tailpipe emissions contain diverse forms of particles and gases, and vehicles also contribute to particulates by generating road dust through tire wear. Epidemiologic studies have demonstrated that people living in proximity to freeways or busy roadways have poorer health outcomes, including increased asthma symptoms and respiratory infections and decreased pulmonary function and lung development in children. Air pollution monitoring conducted in conjunction with epidemiologic studies has confirmed that roadway-related health effects vary with modeled exposure to particulate matter and nitrogen dioxide. In traffic-related studies, the additional non-cancer health risk attributable to roadway proximity was seen within 1,000 feet of the roadway and was strongest within 300 feet (CARB, 2005). As a result, the CARB recommends that new sensitive land uses not be located within 500 feet of a freeway or urban roads carrying 100,000 vehicles per day. In 2008, the City and County of San Francisco (CCSF) adopted

**TABLE 4.2-3
2013 ANNUAL AVERAGE AMBIENT CONCENTRATIONS OF CARCINOGENIC TOXIC
AIR CONTAMINANTS MEASURED AT BAAQMD MONITORING STATION,
10 ARKANSAS STREET, SAN FRANCISCO**

Substance	Concentration	Cancer Risk per Million ^a
Gaseous TACs	(ppb)	
Acetaldehyde	0.56	3
Benzene	0.20	19
1,3-Butadiene	0.036	13
Carbon Tetrachloride	0.085	23
Formaldehyde	1.37	10
Perchloroethylene	0.012	0.5
Methylene Chloride	0.124	0.4
Chloroform	0.023	0.6
Trichloroethylene	0.01	0.1
Particulate TACs	(ng/m ³)	
Chromium (Hexavalent)	0.053	8
Total Risk for All TACs		77.6

NOTES:

TACs = toxic air contaminants; BAAQMD = Bay Area Air Quality Management District; ppb = part per billion; ng/m³ = nanograms per cubic meter.

^a Cancer risks were estimated by applying published unit risk values to the measured concentrations.

SOURCE: California Air Resources Board, *Ambient Air Toxics Summary-2013*, available online at: <http://www.arb.ca.gov/adam/toxics/sitesubstance.html> Accessed December 17, 2015.

amendments to the Health Code (discussed below under “Regulatory Framework”), by adding Article 38 (amended in 2014) requiring urban infill sensitive use projects within an APEZ to address air pollution hazards through design and ventilation requirements.

Diesel Particulate Matter (DPM)

The CARB identified diesel particulate matter (DPM) as a toxic air contaminant in 1998, primarily based on evidence demonstrating cancer effects in humans. The exhaust from diesel engines includes hundreds of different gaseous and particulate components, many of which are toxic. Mobile sources such as trucks and buses are among the primary sources of diesel emissions, and concentrations of DPM are higher near heavily traveled highways. The CARB estimated average Bay Area cancer risk from exposure to diesel particulate, based on a population-weighted average ambient diesel particulate concentration, is about 480 in one million, as of 2000, which is much higher than the risk associated with any other toxic air pollutant routinely measured in the region. The statewide risk from DPM as determined by the CARB declined from 750 in one million in 1990 to 570 in one million in 1995; by 2000, CARB estimated the average statewide cancer risk from DPM at 540 in one million.⁵

⁵ This calculated cancer risk value from ambient air exposure in the Bay Area can be compared against the lifetime probability of being diagnosed with cancer in the United States, from all causes, which for men is more than 40% (based on a sampling of 17 regions nationwide), or greater than 400,000 in one million (American Cancer Society, 2014).

In 2000, the CARB approved a comprehensive Diesel Risk Reduction Plan to reduce diesel emissions from both new and existing diesel-fueled vehicles and engines. Subsequent CARB regulations apply to new trucks and diesel fuel. With new controls and fuel requirements, 60 trucks built in 2007 would have the same particulate exhaust emissions as one truck built in 1988 (Pollution Engineering, 2006). The regulation is anticipated to result in an 80% decrease in statewide diesel health risk in 2020 as compared with the diesel risk in 2000. Despite notable emission reductions, the CARB recommends that proximity to sources of DPM emissions be considered in the siting of new sensitive land uses. The CARB notes that these recommendations are advisory and should not be interpreted as defined “buffer zones,” and that local agencies must balance other considerations, including transportation needs, the benefits of urban infill, community economic development priorities, and other quality of life issues. With careful evaluation of exposure, health risks, and affirmative steps to reduce risk where necessary, the CARB’s position is that infill development, mixed use, higher density, transit-oriented development, and other concepts that benefit regional air quality can be compatible with protecting the health of individuals at the neighborhood level (CARB, 2005).

Soil Contamination and Naturally Occurring Asbestos

The potential for exposure impacts from naturally occurring asbestos was addressed in the Initial Study (Appendix A), which determined that the presence of naturally occurring asbestos does not pose a risk based on on-site sampling of soil. However, sampling of soils did reveal that chromium and lead levels were present in levels such that they would be classified as a hazardous waste and require disposal at a Class I facility. Consequently, this impact was identified in the Initial Study as being potentially significant. This impact would be reduced to a less-than-significant level with implementation of Mitigation Measure HAZ-1b, identified in the Initial Study, requiring the project sponsor to implement a geologic investigation to assess the naturally occurring asbestos content of the fill materials. This mitigation also requires the project sponsor to prepare and implement an Excavation Management Plan, including implementation of a Dust Mitigation Plan. Implementation of this measure would ensure that if contaminated soil is excavated, no visible dust crosses the project boundaries, and the measure could also require air monitoring to demonstrate compliance with this criterion if deemed necessary by the BAAQMD. Excavated contaminated soils meeting classification levels for hazardous waste would be disposed of off-site in a Class I facility.

4.2.2.4 Sensitive Receptors

Air quality does not affect every individual in the population in the same way, and some groups are more sensitive to adverse health effects than others. Population subgroups sensitive to the health effects of air pollutants include: the elderly and the young; population subgroups with higher rates of respiratory disease, such as asthma and chronic obstructive pulmonary disease; and populations with other environmental or occupational health exposures (e.g., indoor air quality) that affect cardiovascular or respiratory diseases. The BAAQMD defines sensitive receptors as children, adults, and seniors occupying or residing in residential dwellings, schools, day care centers, hospitals, and senior-care facilities. Workers are not considered sensitive receptors because all employers must follow regulations set forth by the Occupation Safety and Health Administration (OSHA) to ensure the health and well-being of their employees (BAAQMD, 2011b).

The proximity of sensitive receptors to motor vehicles is an air pollution concern, especially in San Francisco where building setbacks are limited and roadway volumes are higher than most other parts of the Bay Area. Vehicles also contribute to particulates by generating road dust and through tire wear.

The new research building would accommodate UCSF research employees, but not patients, and therefore would not constitute a sensitive receptor with respect to cancer risk and hazard exposure assessment. Single-family and multi-family residences exist across Twenty-Third Street from the proposed building location and surround the block where the parking garage expansion is proposed. The proposed research building location is also approximately 80 feet from the existing hospital to the north, which would also be considered a sensitive receptor with respect to air quality. Both the hospital and the residential area between Vermont and Utah streets are located within an APEZ. The project site and environs are not within a Health Vulnerable zip code.

4.2.2.5 Existing Stationary Sources of Air Pollution

The BAAQMD's inventory of permitted facilities show two permitted facilities with one or more stationary sources within a 1,000-foot zone of influence of the project site. These facilities are associated with ZSFG operations. The sources emitting air pollutants at this facility are boilers that provide steam and space heat to the facility, and diesel-fueled engines that power emergency standby generators, which provide back-up power to the facility in the case of power failure to the hospital. The maximum increased cancer risk from operation of the boilers and maintenance operations of the emergency standby generators is 2.34 in one million at the nearest residential receptor (BAAQMD, 2014).

4.2.2.6 Major Roadways Contributing to Air Pollution

U.S. Highway 101 is the major source of air pollution in the project area and the primary contributor to the fact that portions of the project site and environs are located within a designated APEZ. Traffic on Potrero Avenue which carries at least 10,000 vehicles in annual average daily traffic based on the City's SF CHAMP roadway model also marginally contributes to existing air quality at the project site. Both Interstate 280 and the Caltrain rail line are located over 1,000 feet from the project site. Aside from the surrounding major roadways, no other areas of mobile-source activity or otherwise "non-permitted" sources (e.g., railyards, trucking distribution facilities, and high-volume fueling stations) are located within 1,000 feet of the project site.

4.2.3 Regulatory Considerations

4.2.3.1 Federal Regulations

The 1970 Clean Air Act (last amended in 1990) requires that regional planning and air pollution control agencies prepare a regional air quality plan to outline the measures by which both stationary and mobile sources of pollutants will be controlled in order to achieve all standards by the deadlines specified in the act. These ambient air quality standards are intended to protect the public health and welfare, and they specify the concentration of pollutants (with an adequate margin of safety) to

which the public can be exposed without adverse health effects. They are designed to protect those segments of the public most susceptible to respiratory distress, including asthmatics, the very young, the elderly, people weak from other illness or disease, or persons engaged in strenuous work or exercise. Healthy adults can tolerate occasional exposure to air pollution levels that are somewhat above ambient air quality standards before adverse health effects are observed.

The current attainment status for the San Francisco Bay Area Air Basin, with respect to federal standards, is summarized above in Table 4.2-2. In general, the Bay Area Air Basin experiences low concentrations of most pollutants when compared to federal standards, except for ozone and particulate matter (PM₁₀ and PM_{2.5}), for which standards are exceeded periodically (see Table 4.2-1).

In June 2004, the Bay Area was designated as a marginal nonattainment area of the national 8-hour ozone standard.⁶ The U.S. EPA lowered the national 8-hour ozone standard from 0.80 to 0.75 parts per million (ppm) effective May 27, 2008. In April 2012, the U.S. EPA designated the Bay Area as a marginal nonattainment region for the 0.75 ppm ozone standard established in 2008. The SFBAAB is in attainment for other criteria pollutants, with the exception of the 24-hour standards for PM₁₀ and PM_{2.5}, for which the Bay Area is designated as “Unclassified.” “Unclassified” is defined by the Clean Air Act as any area that cannot be classified, on the basis of available information, as meeting or not meeting the national primary or secondary ambient air quality standard for the pollutant.

On January 9, 2013, EPA issued a final rule to determine that the Bay Area attains the 24-hour PM_{2.5} national standard. This EPA rule suspends key State Implementation Plan (discussed below) requirements as long as monitoring data continues to show that the Bay Area attains the standard. Despite this EPA action, the Bay Area will continue to be designated as “non-attainment” for the national 24-hour PM_{2.5} standard until such time as the Air District submits a “re-designation request” and a “maintenance plan” to EPA, and EPA approves the proposed re-designation.

4.2.3.2 State Regulations

Although the federal Clean Air Act established national ambient air quality standards, individual states retained the option to adopt more stringent standards and to include other pollution sources. California had already established its own air quality standards when federal standards were established, and because of the unique meteorological problems in California, there is considerable diversity between the state and national ambient air quality standards, as shown in Table 4.2-2. California ambient standards tend to be at least as protective as national ambient standards and are often more stringent.

In 1988, California passed the California Clean Air Act (California Health and Safety Code Sections 39600 et seq.), which, like its federal counterpart, called for the designation of areas as attainment or nonattainment, but based on state ambient air quality standards rather than the federal standards. As indicated in Table 4.2-2, the SFBAAB is designated as “nonattainment” for state ozone, PM₁₀, and PM_{2.5} standards. The SFBAAB is designated as “attainment” for other pollutants.

⁶ “Marginal nonattainment area” means an area designated marginal nonattainment for the 1-hour national ambient air quality standard for ozone.

4.2.3.3 Regional and Local Regulations

Bay Area Air Quality Management District

The BAAQMD is the regional agency with jurisdiction over the nine-county region located in the SFBAAB. The Association of Bay Area Governments (ABAG), Metropolitan Transportation Commission (MTC), county transportation agencies, cities and counties, and various non-governmental organizations also participate in the efforts to improve air quality through a variety of programs. These programs include the adoption of regulations and policies, as well as implementation of extensive education and public outreach programs. BAAQMD is responsible for attaining and/or maintaining air quality in the region within federal and state air quality standards. Specifically, BAAQMD has the responsibility to monitor ambient air pollutant levels throughout the region and to develop and implement strategies to attain the applicable federal and state standards.

BAAQMD does not have authority to regulate emissions from motor vehicles. Specific rules and regulations adopted by the BAAQMD limit the emissions that can be generated by various stationary sources, and identify specific pollution reduction measures that must be implemented in association with various activities. These rules regulate not only emissions of the six criteria air pollutants, but also TAC emissions sources are subject to these rules and are regulated through the BAAQMD's permitting process and standards of operation. Through this permitting process, including an annual permit review, the BAAQMD monitors the generation of stationary emissions and uses this information in developing its air quality plans. Any sources of stationary emissions constructed as part of the project would be subject to the BAAQMD Rules and Regulations. Both federal and State ozone plans rely heavily upon stationary source control measures set forth in BAAQMD's Rules and Regulations.

Per its Policy and Procedure Manual, the BAAQMD requires implementation of Best Available Control Technology for Toxics and would deny an *Authority to Construct* or a *Permit to Operate* for any new or modified source of TACs that exceeds a cancer risk of 10 in one million or a chronic or acute hazard index of 1.0. The permitting process under BAAQMD Regulation 2 Rule 5 requires a Health Risk Screening Analysis, the results of which are posted on the District's website. These permitting requirements would ensure that the health risks of the project on the environment would be less than significant.

BAAQMD has also identified a series of Best Management Practices for the control of fugitive dust generated during construction activities. These measures, which focus on reducing dust generated by excavation, material movement and movement of off-road equipment on unpaved surfaces are considered sufficient reduce dust-related impacts to a less than significant level (BAAQMD, 2011).

Bay Area Air Quality Planning Relative to State and Federal Standards

Air quality plans developed to meet federal requirements are referred to as State Implementation Plans. The federal and state Clean Air Acts require plans to be developed for areas designated as nonattainment (with the exception of areas designated as nonattainment for the state PM₁₀ standard).

The most recent Bay Area ozone plan prepared in response to federal air quality planning requirements is the 2001 Ozone Attainment Plan. The State ozone plan has been updated multiple times.

The *2010 Bay Area Clean Air Plan* was adopted on September 15, 2010, by the BAAQMD, in cooperation with the Bay Area MTC, the Bay Conservation and Development Commission (BCDC), and ABAG. The primary objectives of the plan are to improve local and regional air quality, protect public health, and minimize climate change impacts. The *2010 Clean Air Plan* updates and replaces the *2005 Ozone Strategy* in accordance with the requirements of the California Clean Air Act to implement “all feasible measures” to reduce ozone; provide a control strategy to reduce ozone, particulate matter, toxic air contaminants, and greenhouse gases in a single, integrated plan; review progress in improving air quality in recent years; and establish emission control measures to be adopted or implemented in the 2010–2012 time frame. The control strategy includes stationary-source control measures to be implemented through BAAQMD regulations; mobile-source control measures to be implemented through incentive programs and other activities; and transportation control measures to be implemented through transportation programs in cooperation with the MTC, local governments, transit agencies, and others. The *2010 Clean Air Plan* also represents the Bay Area’s most recent triennial assessment of the region’s strategy to attain the state one-hour ozone standard (BAAQMD, 2010).

San Francisco General Plan Air Quality Element

The *San Francisco General Plan* (General Plan) includes the 1997 Air Quality Element. The objectives specified by the City include the following:

Objective 1: Adhere to state and federal air quality standards and regional programs.

Objective 2: Reduce mobile sources of air pollution through implementation of the Transportation Element of the General Plan.

Objective 3: Decrease the air quality impacts of development by coordination of land use and transportation decisions.

Objective 4: Minimize particulate matter emissions from road and construction sites.

Objective 5: Link the positive effects of energy conservation and waste management to emission reductions.

San Francisco Construction Dust Control Ordinance

The City has adopted San Francisco Health Code Article 22B and San Francisco Building Code Section 106.A.3.2.6, which collectively constitute the Construction Dust Control Ordinance (adopted in July 2008). The ordinance requires that all site preparation work, demolition, or other construction activities within San Francisco that have the potential to create dust or to expose or disturb more than 10 cubic yards or 500 square feet of soil comply with specified dust control measures whether or not the activity requires a permit from the Department of Building Inspection (DBI). For projects over one-half acre, the Dust Control Ordinance requires that the project sponsor submit a Dust Control Plan for approval by DPH prior to issuance of a building permit by the DBI.

Building permits will not be issued without written notification from the Director of Public Health that the applicant has a site-specific Dust Control Plan, unless the Director waives the requirement. The Construction Dust Control Ordinance requires project sponsors and contractors responsible for construction activities to control construction dust on the site or implement other practices that result in equivalent dust control that are acceptable to the Director of Public Health.

Dust suppression activities may include watering of all active construction areas sufficiently to prevent dust from becoming airborne; increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water must be used if required by Article 21, Section 1100 et seq. of the San Francisco Public Works Code.

The project site is approximately 1.9 acres in size. The construction of the parking garage would require preparation of a Dust Control Plan. The construction of the research building would comply with the BAAQMD Best Management Practices for Particulate Control.

San Francisco Clean Construction Ordinance

Section 6.25 of Chapter 6 of the San Francisco Administrative Code (Clean Construction Ordinance) requires clean construction practices for all publicly-funded projects that consist of 20 or more cumulative days of construction. The ordinance requires that off-road equipment and off-road engines with 25 horsepower or greater be fueled by biodiesel fuel grade B20 or higher; if they are used more than 20 hours, they must either meet or exceed Tier 2 emissions standards for off-road engines or operate with the most effective verified diesel emission control technology. Projects located within an APEZ also must prepare a construction emissions minimization plan. The requirement does not apply to portable or stationary generator engines. This ordinance would apply to construction of the parking garage.

San Francisco Health Code Provisions for Urban Infill Development (Article 38)

San Francisco adopted Article 38 of the San Francisco Health Code in 2008, with revisions taking effect in December 2014. The revised code requires that sensitive land use developments within any APEZ incorporate installation of Minimum Efficiency Reporting Value (MERV) 13 equivalent ventilation systems to remove particulates from outdoor air. This regulation also applies to conversion of uses to a sensitive use (e.g., residential, senior care-facilities, day care centers, etc.). Article 38 would not be applicable to the proposed project because it does not include any sensitive uses.

4.2.4 Significance Standards

Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?
- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation (e.g., induce mobile source carbon monoxide (CO) emissions that would cause a violation of the CO ambient air quality standard)?

- c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?
- d) Expose sensitive receptors to substantial pollutant concentrations?
- e) Create objectionable odors affecting a substantial number of people?

4.2.5 Analysis Methodology

Air quality analysis conducted for this impact assessment employs the emission factors, models and tools distributed by a variety of agencies including CARB, the California Air Pollution Officers Association (CAPCOA), the California Office of Environmental Health Hazard Assessment (OEHHA) and USEPA. Additionally, the analysis includes methodologies identified in the BAAQMD *CEQA Air Quality Guidelines* (May 2012).

4.2.5.1 Methodology for Analysis of Impacts

In general, the proposed project would result in two types of air quality impacts. First, the project would result in air pollution through construction activity. Second, the project would generate air pollutants during project operations, due to increased vehicle travel and new stationary sources (laboratory fume hoods, boilers, and emergency generators). This section describes the methodology used to evaluate project impacts related to consistency with the Clean Air Plan, emissions of criteria pollutants, and local health risks and hazards.

Each of these types of direct impacts are in turn separated into impacts from criteria air pollutant emissions, which are generally regional in nature, and impacts associated with exposure to toxic air contaminants (TACs) and PM_{2.5}, which is a localized health risk. The assessment of criteria air pollutant impacts addresses the second and third bulleted significance thresholds identified above. The assessment of localized health risk and exposure impacts addresses the fourth bulleted significance thresholds identified above.

Air Quality Plan

The applicable air quality plan is the BAAQMD's 2010 Clean Air Plan, which identifies measures to reduce emissions and ambient concentrations of air pollutants; safeguard public health by reducing exposure to air pollutants that pose the greatest health risk, with an emphasis on protecting the communities most heavily affected by air pollution; and reduce greenhouse gas emissions. Consistency with the Clean Air Plan can be determined if the project supports the goals of the Clean Air Plan, includes applicable control measures from the Clean Air Plan, and if the project would not disrupt or hinder implementation of any control measures from the Clean Air Plan. Consistency with this plan is the basis for determining whether the proposed project would conflict with or obstruct implementation of an applicable air quality plan, the first bulleted significance criterion identified above.

Criteria Air Pollutants

As described above under Regulatory Framework, the SFBAAB experiences low concentrations of most pollutants when compared to federal or State standards and is designated as either in attainment or unclassified for most criteria pollutants, with the exception of ozone, PM_{2.5}, and PM₁₀, for which these pollutants are designated as non-attainment for either the State or federal standards.

By definition, regional air pollution is largely a cumulative impact in that no single project is sufficient in size to, by itself, result in non-attainment of air quality standards. Instead, a project's individual emissions are considered to contribute to the existing, cumulative air quality conditions. If a project's contribution to cumulative air quality conditions is considerable, then the project's impact on air quality would be considered significant (BAAQMD, 2012).

Table 4.2-4 identifies criteria air pollutant significance thresholds followed by a discussion of each threshold. Projects that would result in criteria pollutant emissions below these significance thresholds would not violate an air quality standard, contribute substantially to an air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants within the SFBAAB.

**TABLE 4.2-4
CRITERIA AIR POLLUTANT THRESHOLDS**

Pollutant	Construction Thresholds Average Daily Emissions (pounds per day)	Operational Thresholds	
		Average Daily Emissions (pounds per day)	Maximum Annual Emissions (tons per year)
ROG	54	54	10
NO _x	54	54	10
PM ₁₀	82 (exhaust)	82	15
PM _{2.5}	54 (exhaust)	54	10
Fugitive Dust	Construction Dust Ordinance or other Best Management Practices	Not applicable	

SOURCE: BAAQMD, CEQA Air Quality Guidelines. June 2011. Available at www.baaqmd.gov

The potential for a project to result in a cumulatively considerable net increase in criteria air pollutants that may contribute to an existing or projected air quality violation is based on the State and federal Clean Air Acts emissions limits for stationary sources. To ensure that new stationary sources do not cause or contribute to a violation of an air quality standard, BAAQMD Regulation 2, Rule 2 requires that any new source that emits criteria air pollutants above a specified emissions limit must offset those emissions. For ozone precursors ROG and NO_x, the offset emissions level is an annual average of 10 tons per year (or 54 pounds (lbs.) per day) (BAAQMD, 2009). These levels represent emissions below which new sources are not anticipated to contribute to an air

quality violation or result in a considerable net increase in criteria air pollutants that could result in increased health effects.

The federal New Source Review (NSR) program was created under the federal Clean Air Act to ensure that stationary sources of air pollution are constructed in a manner that is consistent with attainment of federal health-based ambient air quality standards. For PM₁₀ and PM_{2.5}, the emissions limit under NSR is 15 tons per year (82 lbs. per day) and 10 tons per year (54 lbs. per day), respectively. These emissions limits represent levels at which a source is not expected to have a significant impact on air quality (BAAQMD, 2009).

Although the regulations specified above apply to new or modified stationary sources, land use development projects generate ROG, NO_x, PM₁₀, and PM_{2.5} emissions as a result of increases in vehicle trips, energy use, architectural coating, and construction activities. Therefore, the identified thresholds can be applied to the construction and operational phases of land use projects. Those projects that would result in emissions below these thresholds would not be considered to contribute to an existing or projected air quality violation or result in a considerable net increase in ozone precursors or particulate matter. Due to the temporary nature of construction activities, only the average daily thresholds are applicable to construction phase emissions.

Fugitive dust emissions are typically generated during construction phases. Studies have shown that the application of best management practices (BMPs) at construction sites significantly control fugitive dust (WRAP, 2006) and individual measures have been shown to reduce fugitive dust by anywhere from 30% to 90% (BAAQMD, 2009). The BAAQMD has identified a number of BMPs to control fugitive dust emissions from construction activities (BAAQMD, 2011). San Francisco's Construction Dust Control Ordinance requires a number of fugitive dust control measures to ensure that construction projects do not result in visible dust. This analysis assumes that UCSF would implement all BAAQMD BMPs for the research building component of the proposed project and the City would implement the requirements of the Construction Dust Control Ordinance for the parking garage expansion, which is the basis for determining the significance of air quality impacts due to fugitive dust emissions.

Other Criteria Pollutants

Regional concentrations of CO in the Bay Area have not exceeded the state standards in the past 11 years and SO₂ concentrations have never exceeded the standards. The primary source of CO emissions from development projects is vehicle traffic. Construction-related SO₂ emissions represent a negligible portion of the total basin-wide emissions and construction-related CO emissions represent less than 5% of the Bay Area total basin-wide CO emissions. As discussed previously, the Bay Area is in attainment for both CO and SO₂. Furthermore, the BAAQMD has demonstrated, based on modeling, that in order to exceed the California ambient air quality standard of 9.0 ppm (8-hour average) or 20.0 ppm (1-hour average) for CO, project traffic in addition to existing traffic would need to exceed 44,000 vehicles per hour at affected intersections (or 24,000 vehicles per hour where vertical and/or horizontal mixing is limited). The transportation analysis indicates that the intersection in the project area with the greatest volumes would be Potrero Avenue and Twenty-Fourth Street with hourly volumes of 3,719 in year 2040 with the

project, which is less than 24,000. Therefore, given the Bay Area's attainment status and the limited CO and SO₂ emissions that could result from the project, the project would not result in a cumulatively considerable net increase in CO or SO₂, and quantitative analysis is not required.

Local Health Risks and Hazards

In addition to criteria air pollutants, individual projects may emit TACs. As part of this project, RCH Group conducted a health risk assessment (HRA) for the proposed project to provide quantitative estimates of health risks from exposures to TACs.

CEQA provides the lead agency with discretion in selecting significance thresholds for the purposes of assessing impacts. For the analysis of health risk and localized impacts, UCSF uses quantitative significance thresholds adopted by BAAQMD. These thresholds are based on substantial evidence identified in Appendix D of the 2011 BAAQMD CEQA Guidelines and its 2009 Justification Report. These thresholds were applied for the analysis of health risk and localized impacts in the EIR for the *2014 UCSF Long Range Development Plan* and are also applied in this document. Specifically, if a proposed project would result in increased cancer risks exceeding 10 in one million or, a hazard index exceeding 1.0 or a localized PM_{2.5} concentration exceeding 0.3 µg/m³ then it would be considered to result in a significant impact with regard to exposure of sensitive receptors to substantial pollutant concentrations. The 0.3 µg/m³ PM_{2.5} concentration and the excess cancer risk of 10.0 per million persons exposed are the levels below which the BAAQMD considers new sources not to make a considerable contribution to cumulative health risks (BAAQMD, 2010b).

The City of San Francisco has recently developed an alternative threshold of significance used to evaluate health risks from new sources of TACs associated with a project. This threshold is based on the potential for the proposed project to substantially affect the extent and severity of the APEZ at sensitive receptor locations. These thresholds are not used here. The health protective standards used for determining the APEZ and evidence supporting these standards are discussed in the Setting section above and were developed in consultation with BAAQMD staff as part of the preparation of a Community Risk Reduction Plan⁷ which has not yet been adopted. The project site and environs are not within an identified health vulnerable zip code but the B/C Lot and the parking garage, along with nearby residences east of San Bruno Avenue are within an APEZ. The criteria for locations not within the APEZ are based on whether the project would contribute a PM_{2.5} concentration above 0.3 µg/m³ or result in an excess cancer risk greater than 10.0 per million. For those locations already meeting the APEZ criteria, a lower significance standard is applied. The criteria within an APEZ for projects in which the City of San Francisco is the lead agency are 0.2 µg/m³ PM_{2.5} concentration and an excess cancer risk of 7.0 per million persons exposed.

⁷ San Francisco is currently in the process of preparing a Community Risk Reduction Plan. Extensive modeling has been conducted and is documented in *The San Francisco Community Risk Reduction Plan: Technical Support Documentation*. This modeling provides the technical basis for development of the Community Risk Reduction Plan.

4.2.5.2 Methodology for Analysis of Cumulative Impacts

The contribution of a project's individual air emissions to regional air quality impacts is by its nature, a cumulative effect. Emissions from past, present and future projects in the vicinity also have or will contribute to adverse regional air quality impacts on a cumulative basis. No single project by itself would be sufficient in size to result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulative air quality conditions (BAAQMD, 2009). As described above, the project-level thresholds for criteria air pollutants are based on levels by which new sources are not anticipated to contribute to an air quality violation or result in a considerable net increase in criteria air pollutants. Therefore, if a project's emissions are below the project-level thresholds, the project would not be considered to result in a considerable contribution to cumulative regional air quality impacts.

4.2.6 Impacts and Mitigation Measures

Impact AQ-1: The proposed project and its variants would result in increased emissions of dust and criteria air pollutants during demolition and construction activities. (Potentially Significant)

Construction activities would result in emissions of criteria pollutants from the use of heavy-duty construction equipment, haul truck trips and vehicle trips generated from construction workers traveling to and from the demolition and construction sites. In addition, fugitive dust or PM₁₀ emissions would result from demolition, excavation, trenching and other construction activities.

Construction emissions were calculated using the California Emissions Estimator Model (CalEEMod) for the proposed project and each of the four project variants. Modeling assumed construction phasing lengths based on CalEEMod default estimates, which are based on square footage for research buildings. Because specific details of construction are not known, CalEEMod default estimates were also assumed for vendor trips, construction worker trips, and off-road equipment use. All model inputs and outputs are in Appendix D. **Table 4.2-5** presents the average annual daily construction emissions generated by the proposed project and the project variants. Average daily emissions are averaged over all the construction days.

BAAQMD's approach to analysis of construction-related particulate impacts (other than exhaust PM) is to emphasize implementation of effective and comprehensive dust control measures rather than detailed quantification of emissions. BAAQMD considers construction-related fugitive dust impacts of projects to be less than significant if a suite of recommended dust-control measures are implemented. Therefore, implementation of BAAQMD-identified BMPs for control of fugitive dust, listed below as Mitigation Measure AQ-1, would reduce impacts to less than significant levels during construction of the research building.

For the parking garage component of the proposed project, construction activities would be subject to the requirements of the City of San Francisco's Construction Dust Control Ordinance, which would be consistent with the measures in Mitigation Measure AQ-1. Therefore, impacts related to fugitive dust during expansion of the parking garage also would be less than significant.

**TABLE 4.2-5
ESTIMATED DAILY CONSTRUCTION EMISSIONS
WITHOUT MITIGATION FOR THE PROJECT AND VARIANTS**

Condition	ROG	NO _x	PM ₁₀	PM _{2.5}	CO
Project					
Construction Year 1	11.2	26.0	1.45	1.39	24.7
Construction Year 2	12.8	12.2	0.70	0.64	12.2
Significance Threshold	54	54	82	54	---
Significant (Yes or No)?	No	No	No	No	No
Variant 1					
Construction Year 1	11.2	26.0	1.45	1.39	24.7
Construction Year 2	12.8	12.1	0.70	0.64	12.1
Significance Threshold	54	54	82	54	---
Significant (Yes or No)?	No	No	No	No	No
Variant 2					
Construction Year 1	11.2	26.0	1.45	1.39	24.7
Construction Year 2	21.2	13.4	0.72	0.66	15.6
Significance Threshold	54	54	82	54	---
Significant (Yes or No)?	No	No	No	No	No
Variant 3					
Construction Year 1	11.2	26.0	1.45	1.39	24.7
Construction Year 2	21.2	13.4	0.72	0.66	15.5
Significance Threshold	54	54	82	54	---
Significant (Yes or No)?	No	No	No	No	No
Variant 4					
Construction Year 1	11.2	26.0	1.45	1.39	24.7
Significance Threshold	54	54	82	54	---
Significant (Yes or No)?	No	No	No	No	No

SOURCE: RCH (Appendix D)

Mitigation Measure AQ-1: Best Management Practices for Controlling Particulate Emissions during Construction of Research Building.

The following BAAQMD Best Management Practices for particulate control will be required for all construction activities related to the research building (BAAQMD, 2012). These measures will reduce particulate emissions primarily during soil movement, grading and demolition activities but also during vehicle and equipment movement on unpaved project sites

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, § 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
8. Post a publically visible sign with the telephone number and person to contact at UCSF regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD's telephone number shall also be visible to ensure compliance with applicable regulations.

Significance after Mitigation: Less than Significant. As can be seen in Table 4.2-5, estimated average daily construction-related exhaust emissions would not exceed the thresholds for NO_x and ROG or particulate matter and the impact of construction-related criteria pollutant emissions would be *less than significant* for the research building. Implementation of Mitigation Measure AQ-1 would ensure that dust control measures would be implemented during construction of the research building consistent with the guidance of the BAAQMD to reduce dust-related impacts to a level that would be *less than significant*.

Impact AQ-2: The proposed project and its variants would result in increased emissions of criteria air pollutants during operation. (Less than Significant)

Operation of the proposed project or its variants would result in an increase in criteria air pollutant and precursor emissions, including ROG, NO_x, PM₁₀ and PM_{2.5} from a variety of emissions sources, including onsite area sources (e.g., natural gas combustion for space and water heating, landscape maintenance, use of consumer products such as cleaning products, etc.) and mobile on-road sources. However, as discussed below, these increases are less than significant for purposes of CEQA, as they fall below acceptable threshold levels. Operational emissions of criteria pollutants for the project and variants, for purposes of this analysis, were estimated using the CalEEMod version 2013.2.2 emissions inventory model.

One of the sources of operational emissions would be increased vehicle emissions from additional staff and visitors. Traffic volumes used to estimate vehicle-related emissions were derived from the transportation study prepared for the project (Fehr & Peers, 2015). The proposed project would

generate an estimated 196 additional daily vehicle trips while variants that include a retail component would contribute an additional 98 daily vehicle trips. In addition to exhaust emissions, vehicles would also generate PM₁₀ and PM_{2.5} from entrained road dust and tire and brake wear.

Emissions would also be generated by natural gas combustion, maintenance operation of backup generators, operation of landscape maintenance equipment, and maintenance application of paint and other architectural coatings.

Table 4.2-6 presents estimated operational emissions. As Table 4.2-6 shows operational emissions of NO_x, ROG, PM₁₀ and PM_{2.5} would not exceed threshold levels, resulting in a less than significant impact for the proposed project and the four variants.

Impact AQ-3: Construction and operation of the proposed project would generate toxic air contaminants, including diesel particulate matter, and could expose sensitive receptors to substantial air pollutant concentrations. (Potentially Significant)

As discussed above, UCSF utilizes the health risk exposure thresholds developed by the BAAQMD in its Justification Report (BAAQMD, 2009). UCSF has applied these same thresholds in its recent EIR for its 2014 LRDP. Specifically, if a proposed project would result in increased cancer risks exceeding 10 in one million or, a hazard index exceeding 1.0 or a localized PM_{2.5} concentration exceeding 0.3 µg/m³ then it would be considered to result in a significant impact with regard to exposure of sensitive receptors to substantial pollutant concentrations. The 0.3 µg/m³ PM_{2.5} concentration and the excess cancer risk of 10.0 per million persons exposed are the levels below which the BAAQMD considers new sources not to make a considerable contribution to cumulative health risks (BAAQMD, 2010b).

Both components of the project would contribute new emissions of DPM and PM_{2.5} due to construction activities. However, the research building also would include an operational TAC and PM_{2.5} source, the proposed emergency generator, and various air toxics associated with the fume hoods. On the other hand, the parking garage expansion would only contribute TAC and emissions during construction.

Studies have demonstrated that DPM from diesel-fueled engines is a human carcinogen and that chronic (long-term) inhalation exposure to DPM poses a chronic health risk. Health effects from carcinogenic air toxics are usually described in terms of individual cancer risk. Individual cancer risk is the likelihood that a person exposed to air toxic concentrations over a 30-year period will contract cancer, based on the use of standard risk-assessment methodology. The maximally exposed individual (MEI) represents the worst-case risk estimate, based on a theoretical person continuously exposed for a lifetime at the point of highest compound concentration in the air. This is a highly conservative assumption, since most people do not remain at home all day and on average residents change residences every 11 to 12 years. In addition, this assumption assumes that residents are experiencing outdoor concentrations for the entire exposure period.

**TABLE 4-2-6
ESTIMATED OPERATIONAL CRITERIA POLLUTANT EMISSION INCREASES
FOR PROJECT AND VARIANTS**

Source	ROG	NO _x	PM ₁₀	PM _{2.5}	CO
Project					
Area, Energy, Mobile	8.18	2.19	1.16	0.38	6.2
Generator	2.25	5.91	0.35	0.35	30.7
Fume Hoods	25.6	---	---	---	---
Total	36.1	8.11	1.51	0.74	36.9
Significance Threshold	54	54	82	54	---
Significant Impact?	No	No	No	No	No
Variant 1					
Area, Energy, Mobile	8.40	2.59	1.49	0.48	8.14
Generator	2.25	5.91	0.35	0.35	30.7
Fume Hoods	25.6	---	---	---	---
Total	36.3	8.50	1.84	0.83	38.9
Significance Threshold	54	54	82	54	---
Significant Impact?	No	No	No	No	No
Variant 2					
Area, Energy, Mobile	10.3	2.19	1.16	0.38	6.2
Generator	2.25	5.91	0.35	0.35	30.7
Fume Hoods	25.6	---	---	---	---
Total	38.2	8.11	1.51	0.74	37.0
Significance Threshold	54	54	82	54	---
Significant Impact?	No	No	No	No	No
Variant 3					
Area, Energy, Mobile	10.5	2.59	1.49	0.48	8.16
Generator	2.25	5.91	0.35	0.35	30.7
Fume Hoods	25.6	---	---	---	---
Total	38.4	8.50	1.84	0.83	38.9
Significance Threshold	54	54	82	54	---
Significant Impact?	No	No	No	No	No
Variant 4					
Area, Energy, Mobile	5.19	2.19	1.16	0.38	6.17
Generator	2.25	5.91	0.35	0.35	30.7
Fume Hoods	33.1	---	---	---	---
Total	8.26	8.11	1.51	0.74	36.9
Significance Threshold	54	54	82	54	---
Significant Impact?	No	No	No	No	No

SOURCE: RCH, 2016 (see Appendix D).

A Health Risk Assessment (HRA) was prepared to analyze the incremental cancer risks to sensitive receptors in the vicinity of the project, using emission rates (in pounds per hour) from CARB's CalEEMod emission model. DPM (as reported as exhaust of PM_{2.5}) emission rates were input into the USEPA's AERMOD atmospheric dispersion model to calculate ambient air concentrations at receptors in the project vicinity (RCH, 2016). The HRA is intended to provide a worst-case estimate of the increased exposure by employing a standard emission estimation program, an accepted pollutant dispersion model, approved toxicity factors, and conservative exposure parameters.

In accordance with OEHHA *Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* the HRA was accomplished by applying the highest estimated concentrations of TAC at the receptors analyzed to the established cancer potency factors and acceptable reference concentrations for non-cancer health effects. For the project and variant conditions, the maximum DPM concentrations occurred at a residential receptor (also known as the MEI) along Twenty-Third Street to the south and east of the project site. Increased cancer risks were calculated using the modeled DPM concentrations and OEHHA-recommended methodologies for both a child exposure (3rd trimester through 2 years of age) and adult exposure. The cancer risk calculations were based on applying the OEHHA-recommended age sensitivity factors and breathing rates, as well as fraction of time at home and an exposure duration of 30 years, to the DPM concentration exposures. Age-sensitivity factors reflect the greater sensitivity of infants and small children to cancer causing air pollutants. The full HRA is in Appendix D.

These conservative methodologies overestimate both non-carcinogenic and carcinogenic health risk, possibly by an order of magnitude or more. Therefore, for carcinogenic risks, the actual probabilities of cancer formation in the populations of concern due to exposure to carcinogenic pollutants are likely to be lower than the risks derived using the HRA methodology. The extrapolation of toxicity data in animals to humans, the estimation of concentration prediction methods within dispersion models; and the variability in lifestyles, fitness and other confounding factors of the human population also contribute to the overestimation of health impacts. Therefore, the results of the HRA are highly overstated.

Incremental Cancer Risk from Construction

Table 4.2-7 presents the HRA results associated with existing receptors due to construction activities and operational emissions. As shown in Table 4.2-7, the maximum cancer risk from construction emissions for a residential-adult receptor would be 2.3 per million and for a residential-child receptor would be 54.9 per million. The maximum unmitigated cancer risk from construction emissions for a school child would be 3.9 per million. The estimated cancer risk for a 30-year lifetime exposure would be 55.0 per million. Thus, the cancer risk due to construction activities and operational emissions would be potentially above the BAAQMD threshold of 10 per million as well as the City of San Francisco APEZ threshold of 7 per million and would be potentially significant.

**TABLE 4.2-7
UNMITIGATED HEALTH IMPACTS ESTIMATED FOR THE PROJECT AND VARIANTS**

Condition	Cancer Risk (child / adult)	Hazard Impact (acute / chronic)	PM _{2.5} Concentration (µg/m3)
Project	54.9 / 2.32	0.19 / 0.09	0.37
Variant 1	54.9 / 2.32	0.19 / 0.09	0.37
Variant 2	55.0 / 2.32	0.19 / 0.09	0.37
Variant 3	55.0 / 2.32	0.19 / 0.09	0.37
Variant 4	52.6 / 2.32	0.19 / 0.08	0.37
Significance Threshold	10	1.0	0.3
Significant (Yes or No)?	Yes	No	Yes

Variant 4 represents the risks associated solely with the construction of the proposed research building as the parking garage would not be expanded under this variant. The maximum cancer risk from unmitigated construction emissions associated solely with the parking garage expansion for a residential-adult receptor would be 1.4 per million and for a residential-child receptor would be 32.1 per million, which are a subset of the risks presented in Table 4.2-7 for the proposed project. For the expanded parking garage, the maximum DPM concentrations occurred at a residential receptor (MEI) along Twenty-Third Street to the east of the project site.

Implementation of Mitigation Measure AQ-3 would be required to reduce construction emissions during construction of the research building. Because the parking garage component of the proposed project would be funded by the City, construction activities would be subject to the requirements of the City's Clean Construction Ordinance, which would be consistent with the measures in Mitigation Measure AQ-3.

Mitigation Measure AQ-3: Construction Exhaust Emissions Reduction Measures during Construction of Research Building.

The construction contractor shall implement the following measures during construction of the research building to further reduce construction-related exhaust emissions:

All off-road equipment greater than 25 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:

1. Where access to alternative sources of power are available, portable diesel engines shall be prohibited; and
2. All off-road equipment shall have:
 - a. Engines that meet or exceed either USEPA or CARB Tier 2 off-road emission standards, and
 - b. Engines that are retrofitted with a CARB Level 3 Verified Diesel Emissions Control Strategy. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine

retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such are available.

Significance after Mitigation: Less than Significant. Implementation of Mitigation Measure AQ-3 and the requirements of the Clean Construction Ordinance for the parking garage expansion, would result in reduced cancer risk such that maximum cancer risk from construction emissions for a residential-adult receptor would be 0.3 per million and for a residential-child receptor would be 7.1 per million (see **Table 4.2-8**). The maximum unmitigated cancer risk from construction emissions for a school child would be 0.5 per million. The estimated cancer risk for a 30-year lifetime exposure would be 7.2 per million. Thus, the cancer risk due to construction activities would be below the BAAQMD threshold of 10 per million and would be *less than significant*.

**TABLE 4.2-8
MITIGATED HEALTH IMPACTS ESTIMATED FOR THE PROJECT AND VARIANTS**

Condition	Cancer Risk (child/adult)	Hazard Impact (acute/chronic)	PM _{2.5} Concentration (µg/m ³)
Project	7.10 / 0.27	0.04 / 0.01	0.04
Variant 1	7.10 / 0.27	0.04 / 0.01	0.04
Variant 2	7.16 / 0.27	0.04 / 0.01	0.04
Variant 3	7.16 / 0.27	0.04 / 0.01	0.04
Variant 4	6.65 / 0.27	0.04 / 0.01	0.04
Significance Threshold	10	1.0	0.3
Significant (Yes or No)?	No	No	No

Variant 4 represents the risks associated solely with the construction of the proposed research building as the parking garage would not be expanded under this variant. The maximum cancer risk from mitigated construction emissions associated solely with the parking garage expansion for a residential-adult receptor would be 0.2 per million and for a residential-child receptor would be 5.1 per million, which are a subset of the risks presented in Table 4.2-8 for the proposed project.

Incremental Cancer Risk from Operations

A screening analysis was conducted on the full chemical inventory to be used in the proposed research building accounting for the amount of the chemical and its toxicity. The screening analysis found that the primary focus of the cancer risk is due to carbon tetrachloride, chloroform, formaldehyde, hydrazine, and urethane. The estimated cancer risk for a 30-year lifetime exposure to the generator and fume hood operations would be 0.6 and 0.3 per million, respectively. This increased cancer risk from operations of the research building would be *less than significant*.

Non-Cancer Health Hazard Exposure at Existing Receptors

Both acute (short-term) and chronic (long-term) adverse health impacts unrelated to cancer are measured against a hazard index (HI), which is defined as the ratio of the predicted incremental DPM exposure concentration from the ZSFG project to a published reference exposure level (REL) that could cause adverse health effects. The REL are published by OEHHA based on

epidemiological research. The ratio (referred to as the Hazard Quotient [HQ]) of each non-carcinogenic substance that affects a certain organ system is added to produce an overall HI for that organ system. The overall HI is calculated for each organ system. The impact is considered to be significant if the overall HI for the highest-impacted organ system is greater than 1.0.

The chronic reference exposure level for DPM was established by the California OEHHA⁸ as $5 \mu\text{g}/\text{m}^3$. Thus, the project-related annual concentration of DPM cannot exceed $5.0 \mu\text{g}/\text{m}^3$; resulting in a chronic acute HI of greater than 1.0 (i.e., DPM annual concentration/ $5.0 \mu\text{g}/\text{m}^3$). There is no acute REL for DPM. However, diesel exhaust does contain acrolein, formaldehyde and other compounds, which do have an acute REL. Based on DPM speciation data, acrolein emissions are approximately 1.3% of the total DPM emissions.⁹ The acute REL for acrolein was established by the California OEHHA¹⁰ as $2.5 \mu\text{g}/\text{m}^3$. In total, acrolein represents over 90% of the acute health impacts from diesel engines. Thus, the project-related 1-hour concentration of acrolein cannot exceed $2.5 \mu\text{g}/\text{m}^3$, which would result in an acute HI of greater than 1.0.

The screening analysis was also conducted on the full chemical inventory to be used in the proposed research building fume hoods accounting for the amount of the chemical and its toxicity. The screening analysis found that the primary focus of acute health impacts is due to chloroform and sodium hydroxide. The screening analysis found that the primary focus of chronic health impacts is due to formalin, chloroform, formaldehyde, glutaraldehyde, hydrochloric acid, and phosphoric acid.

The unmitigated chronic HI from both construction and operations would be 0.09, while the chronic HI would be 0.01 with implementation of Mitigation Measure AQ-3, both of which would be below the project-level threshold of 1 and the impact would therefore be less than significant.

Because the acute (short-term) HI impact would occur separately for construction and operations, they are assessed separately. The unmitigated acute HI from construction would be 0.16. The mitigated acute HI would be 0.02. The acute HI from construction would be below the project-level threshold of 1 and the impact would therefore be *less than significant*.

The unmitigated acute HI from operation would be 0.03. The acute operational HI would be below the project-level threshold of 1 and the impact would therefore be *less than significant*.

PM_{2.5} Concentration

Dispersion modeling also estimated the exposure of sensitive receptors to project-related concentrations of PM_{2.5}. The BAAQMD Air Quality Guidelines requires inclusion only of PM_{2.5} exhaust emissions in this analysis (i.e., fugitive dust emissions are addressed under BAAQMD dust control measures which are required by law to be implemented during project construction). The unmitigated annual PM_{2.5} concentration from construction activities would be $0.37 \mu\text{g}/\text{m}^3$. With

⁸ California Office of Environmental Health Hazards Assessment - Acute, 8-hour, and Chronic Reference Exposure Levels, June 2014, <http://www.oehha.ca.gov/air/allrels.html>

⁹ TOG Speciation Profile for Off-Road Diesel Emissions CARB Speciation Profile 818 (Building Construction - Diesel)

¹⁰ California Office of Environmental Health Hazards Assessment - Acute, 8-hour, and Chronic Reference Exposure Levels, June 2014, <http://www.oehha.ca.gov/air/allrels.html>

implementation of Mitigation Measures AQ-3, the annual $PM_{2.5}$ concentration would be reduced to $0.04 \mu\text{g}/\text{m}^3$. Thus, the annual $PM_{2.5}$ concentration due to project construction would be below the BAAQMD threshold of $0.3 \mu\text{g}/\text{m}^3$ as well as the City of San Francisco's APEZ threshold of $0.2 \mu\text{g}/\text{m}^3$ and would be *less than significant with mitigation* (see Tables 4.2-7 and 4.2-8).

Impact AQ-4: The proposed project and its variants would not create objectionable odors that would affect a substantial number of people (Less than Significant)

During construction, the various diesel-powered vehicles and equipment in use on-site would create localized odors. These odors would be temporary and are not likely to be noticeable for extended periods of time beyond the project site. The potential for diesel odor impacts is therefore considered less than significant. Odors from existing uses are not generally noticeable beyond the site boundary. The proposed research building would contain wet and dry labs and office space relocated from other locations on the ZSFG campus. Potential land uses associated with the proposed project and variants, including retail, are not expected to produce new offensive odors that would result in frequent odor complaints. Therefore, odor impacts would be *less than significant*.

Consistency with Clean Air Plan

Impact AQ-5: The proposed project could conflict with, or obstruct implementation of, the 2010 Clean Air Plan. (Potentially Significant)

The most recently adopted air quality plan in the San Francisco Bay Area Air Basin is the BAAQMD's 2010 Clean Air Plan (2010 CAP) (BAAQMD, 2010). The 2010 CAP is a roadmap showing how the San Francisco Bay Area will achieve compliance with the State one-hour ozone standard as expeditiously as practicable, and how the region will reduce transport of ozone and ozone precursors to neighboring air basins. The control strategy includes stationary source control measures to be implemented through BAAQMD regulations; mobile source control measures to be implemented through incentive programs and other activities; and transportation control measures to be implemented through transportation programs in cooperation with the Metropolitan Transportation Commission (MTC), local governments, transit agencies, and others. The 2010 CAP also represents the Bay Area's most recent triennial assessment of the region's strategy to attain the State one-hour ozone standard.

BAAQMD guidance states that lead agencies should consider three questions in assessing consistency with the 2010 CAP: (1) Would the project support the primary goals of the Clean Air Plan? (2) Does the project include applicable control measures from the Clean Air Plan? and (3) Does the project disrupt or hinder implementation of control measures identified in the Clean Air Plan?

Support the Primary Goals of the CAP

The first of these questions is whether a project would support the primary goals of the 2010 CAP, which include:

- Attainment of air quality standards;
- Reducing population exposure and protecting public health in the Bay Area; and
- Reducing greenhouse gases and protecting the climate.

With respect to supporting the goals of the CAP, BAAQMD Guidance states that if approval of a project would not result in significant and unavoidable air quality impacts, after the application of all feasible mitigation, the project may be considered consistent with the 2010 CAP. As discussed in Impacts AQ-1, AQ-2, AQ-3 and AQ-4, the project and its variants would not result in significant and unavoidable air quality impacts with mitigation. Mitigation Measure AQ-3 is identified to reduce DPM and PM_{2.5} from construction such that these risks would be below significance thresholds, thereby reducing population exposure and protecting public health in the Bay Area.

The proposed project's impact with respect to GHGs is discussed in Section 4.4, *Greenhouse Gas Emissions*. As stated in that discussion, the proposed project would be compliant with the City's Greenhouse Gas Reduction Strategy. Thus, the project would not result in any significant impacts associated with an increase in GHGs or conflict with measures adopted for the purpose of reducing such emissions.

The other two questions to be considered are:

- Does the project include applicable control measures from the air quality plan?
- Does the project disrupt or hinder implementation of any air quality plan control measures?

Applicable Control Measures from the CAP

To meet the primary goals, the Clean Air Plan recommends specific control measures and actions. These control measures are grouped into various categories and include stationary- and area-source measures, mobile-source measures, transportation control measures, land use measures, and energy and climate measures. The Clean Air Plan recognizes that, to a great extent, community design dictates individual travel mode and that a key long-term control strategy to reduce emissions of criteria pollutants, air toxics, and greenhouse gases from motor vehicles is to channel future Bay Area growth into communities where goods and services are located nearby and people have a range of viable transportation options. To this end, the Clean Air Plan includes 55 control measures aimed at reducing air pollutants in the SFBAAB.

The measures most applicable to the proposed project are transportation control measures and energy and climate control measures.

The high availability of viable transportation options would ensure that employees and visitors could bicycle, walk, and ride transit to and from the project site instead of taking trips via private automobile. These features ensure that the project would avoid substantial growth in automobile

trips and vehicle miles traveled. The proposed project would generate an estimated 196 additional daily vehicle trips while variants that include a retail component would contribute an additional 98 daily vehicle trips during the operational phase which would result in an increase in air pollutant emissions.

Transportation control measures that are identified in the Clean Air Plan are implemented by the *San Francisco General Plan* and the Planning Code, for example, through the City's Transit First Policy, the bicycle parking requirements, and transit impact development fees.

As discussed in Section 4.7, *Transportation and Traffic*, UCSF and DPH already implement separate TDM programs. The additional TDM strategies included in Mitigation Measure TR-3 would apply to UCSF and DPH employees and ZSFG patients/visitors. These measures include expansion of the UCSF and DPH Shuttle Services, allowing patients/visitors to ride the DPH Shuttle and advertising the shuttle option, as well as a host of other measures related to organizing carpooling and encouraging cycling. Therefore, the proposed project would include applicable control measures identified in the Clean Air Plan and supports the Clean Air Plan's primary goals.

The proposed project includes sustainability measures that would serve to implement control measures of the 2010 CAP, including the land use/local impact measures and energy/climate measures of the 2010 CAP. The proposed development would be subject to a number of sustainability requirements, including the California CalGreen Code. The proposed research building would also comply with the *UC Policy on Sustainable Practices*, which requires new construction meet a minimum standard of LEED-NC Silver and strive for LEED-NC Gold when possible, requires 20% better energy performance than Title 24 (and strives to achieve 30%), and requires new laboratory buildings meet Labs21 Environmental Performance Criteria.¹¹ This would be achieved through incorporation of a variety of design features and implementation of practices during construction and operation to provide energy and water conservation and efficiency, encourage alternative transportation, promote a healthy indoor environment, minimize waste, and maximize recycling opportunities.

Disruption or Hindrance of CAP Control Measures

Examples of a project that could cause the disruption or delay of Clean Air Plan control measures are projects that would preclude the extension of a transit line or bike path or projects that propose excessive parking beyond City parking requirements. DPH has determined that additional parking spaces are needed in the parking garage to meet demand generated by the occupants of existing City-owned buildings at ZSFG. The proposed project would maintain the existing character of the project site, which is a dense, walkable urban area near a concentration of local transit service. It would not preclude the extension of a transit line or a bike path or any other transit improvement. Thus, the project would not disrupt or hinder implementation of control measures identified in the Clean Air Plan.

¹¹ Labs21 Environmental Performance Criteria is a rating system specifically designed for laboratory facilities that is based on the LEED Green Building Rating System.

Therefore, the proposed project would not conflict with, or obstruct implementation of the 2010 *Clean Air Plan*, and this impact would be *less than significant with mitigation*.

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4.3 Cultural and Paleontological Resources

4.3.1 Introduction

Cultural resources include architectural resources, prehistoric and historical archeological resources, tribal cultural resources, and human remains. Paleontological resources are also evaluated in this section. The environmental setting describes the existing resources in the project vicinity and the potential for cultural and paleontological resources to be within the project area. The impact discussion reviews the criteria for significant impacts on cultural and paleontological resources and identifies mitigation measures that would reduce impacts to a less-than-significant level, as appropriate.

4.3.1.1 CEQA Area of Potential Effect

Federal regulations require the identification of historic properties within the “area of potential effects” (APE) of a project, defined as the geographic area within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties (36 CFR 800.16[d]). For compliance with CEQA, the San Francisco Planning Department uses the term CEQA-APE (C-APE); thus, this analysis uses the term C-APE as synonymous with APE for this project.

The direct C-APE comprises all areas of ground disturbing activity including staging, work, and access areas. The maximum horizontal area of disturbance would be approximately 79,000 square feet (1.8 acres) for the proposed UCSF research building and approximately 20,000 square feet (0.46 acres) for the expansion of the existing ZSFG parking garage. The maximum depth of excavation for new construction would be approximately 6 feet below the existing surface. No excavation or grading will occur in the staging areas; therefore the staging area C-APE will include the horizontal extent and a minimal depth (less than 6 inches) from potential disturbance relating to the placement and movement of personnel, materials (including gravel, as needed), and heavy equipment.

The indirect C-APE includes adjacent historic properties that could experience impacts associated with the project, if any such properties exist. Other considerations include construction-related vibration—such as that generated by jackhammers, drill rigs, and vibratory rollers—which can cause structural damage to historic buildings and structures (Wilson, Ihrig & Associates, 2009: 40). The construction equipment that would have the greatest peak particle velocity (PPV) is a vibratory roller, which has a typical PPV of 0.210 in/sec at 25 feet. The Federal Transit Administration (FTA) provides an equation for estimating vibration at different distances based on a reference PPV at a distance of 25 feet for various types of construction equipment (**Table 4.3-1**). Thus, the horizontal extent of the C-APE includes the potential for significant vibration due to construction equipment or methods.

TABLE 4.3-1
VIBRATION DAMAGE THRESHOLD TO HISTORIC BUILDINGS FROM CONSTRUCTION EQUIPMENT

Equipment Type	Typical Peak Particle Velocity (PPV) at 25 feet	Approx. Distance of Damage Threshold (0.12 PPV in/sec)
Vibratory roller	0.210 in/sec	25 feet
Drill rig	0.12 in/sec	25 feet
Bulldozer	0.089 in/sec	20 feet
Jackhammer	0.035 in/sec	15 feet

SOURCE: Wilson, Ihrig & Associates et al., 2012

4.3.2 Environmental Setting

4.3.2.1 Environmental Setting

The proposed project is in the Bay Area–Delta Bioregion. This bioregion consists of a variety of natural communities that range from the open waters of San Francisco Bay and the Sacramento–San Joaquin River Delta to salt and brackish marshes to chaparral and oak woodlands. The temperate climate is Mediterranean in nature, with relatively mild, wet winters and warm, dry summers. At one time, the vicinity was a sand dune environment, but today very little native vegetation remains. The San Francisco Bay Area and the surrounding region historically contained an abundance of natural resources, which would have been taken advantage of by early Native and non-Native populations. The region hosts a wide variety of natural communities, including salt marsh, scrub brush, grassland, and foothill woodlands. Deer, elk, and waterfowl were plentiful, as were marine and bay resources such as seals, otters, abalone, mussels, oysters, clams and numerous fish species. Franciscan chert was an easily obtainable local raw material for stone tools. Obsidian could be obtained from the Anadel and Napa Glass Mountain quarries to the north (Moratto, 1984).

The region has undergone dramatic landscape changes since humans began to inhabit the region more than 10,000 years ago. Rising sea levels and increased sedimentation into streams and rivers are among some of the changes (Helley et al., 1979). In many places, the interface between older land surfaces and alluvial fans are marked by a well-developed buried soil profile, or a paleosol. Paleosols preserve the composition and character of the earth’s surface prior to subsequent sediment deposition; thus, paleosols have the potential to preserve archeological resources if the area was occupied or settled by humans (Meyer and Rosenthal, 2007). Because human populations have grown since the arrival of the area’s first inhabitants, younger paleosols (late Holocene) are more likely to yield archeological resources than older paleosols (early Holocene or Pleistocene).

Geologic maps and the project preliminary geotechnical report indicate that the research building C-APE is underlain by relatively shallow fill over medium to dense dune sand (Kleinfelder, 2014). The geoarcheological study of the block just to the south (Parsons, 1995), which used field sampling and an analysis of landscape formation, concluded that the “dune sand” deposits

thought to underlie the shallow fill within the research building C-APE represent an intact Colma Formation surface sensitive for prehistoric deposits. This potential is enhanced by the identification of an ancient stream channel perhaps in the eastern portion of the C-APE.

4.3.2.2 Cultural Setting

Prehistoric and ethnohistoric contexts are presented below. Archeological resources include both prehistoric and historical archeological resources. This discussion of prehistoric archeology addresses cultural patterns in the project vicinity through the time of European contact. Historical archeological resources, starting with the Mission period, are discussed below under the heading Historical Context.

Prehistoric Context

Categorizing the prehistoric period into cultural stages allows researchers to describe a broad range of archeological resources with similar cultural patterns and components during a given timeframe, thereby creating a regional chronology. Milliken et al. (2007) provide a framework for the interpretation of the San Francisco Bay Area and have divided human history in the San Francisco Bay Area into four periods: the *Paleoindian Period* (11,500 to 8000 B.C.), the *Early Period* (8000 to 500 B.C.), the *Middle Period* (500 B.C. to A.D. 1050), and the *Late Period* (A.D. 1050 to 1550). Economic patterns, stylistic aspects, and regional phases further subdivide cultural patterns into shorter phases. This scheme uses economic and technological types, socio-politics, trade networks, population density, and variations of artifact types to differentiate between cultural periods.

The *Paleoindian Period* (11,500 to 8000 B.C.) was characterized by big-game hunters occupying broad geographic areas. Evidence of human habitation during *Paleoindian Period* has not yet been discovered in the San Francisco Bay Area. During the *Early Period* (*Lower Archaic*; 8000 to 3500 B.C.), geographic mobility continued from the *Paleoindian Period* and is characterized by the millingslab and handstone as well as large wide-stemmed and leaf-shaped projectile points. The first cut shell beads and the mortar and pestle are documented in burials during the *Early Period* (*Middle Archaic*; 3500 to 500 B.C.), indicating the beginning of a shift to sedentism. During the *Middle Period*, which includes the *Lower Middle Period* (*Initial Upper Archaic*; 500 B.C. to A.D. 430), and *Upper Middle Period* (*Late Upper Archaic*; A.D. 430 to 1050), geographic mobility may have continued, although groups began to establish longer-term base camps in localities from which a more diverse range of resources could be exploited. The first rich black middens are recorded from this period. The addition of milling tools, obsidian and chert concave-base projectile points, and the occurrence of sites in a wider range of environments suggest that the economic base was more diverse. By the *Upper Middle Period*, mobility was being replaced by the development of numerous small villages. Around A.D. 430 a “dramatic cultural disruption” occurred evidenced by the sudden collapse of the *Olivella* saucer bead trade network. During the *Initial Late Period* (*Lower Emergent*; A.D. 1050 to 1550), social complexity developed toward lifeways of large, central villages with resident political leaders and specialized activity sites. Artifacts associated with the period include the bow and arrow, small corner-notched projectile points, and a diversity of beads and ornaments.

Prehistoric Archeological Investigations in San Francisco

Systematic investigation of prehistoric sites on the northern San Francisco peninsula began with Nelson's shellmound survey conducted between 1906 and 1909 (Nelson, 1909). Nelson pursued his interest in San Francisco prehistory with excavations at CA-SFR-7 (the Crocker Mound) on the Bay's southeastern shoreline approximately almost 4 miles south of the C-APE, among other investigations (Moratto, 1984:233). Nelson found that CA-SFR-7 contained a variety of flaked stone, worked bone, faunal remains, and 23 human burials. The constituents of this mound indicated long-term residential occupation. Two years later, L. L. Loud excavated another shellmound (CA-SFR-6), approximately 3 feet (1 meter) thick, near the Palace of Fine Arts (Stewart and Praetzellis, 2003). While interest in the prehistory of the northern San Francisco peninsula began in the early 1900s, the area generally received little attention until more recent times. This was partially a result of the destruction and/or burial of sites due to historic settlement and development.

Within the past 30 years, the body of work focusing on the prehistoric archeology of the northern San Francisco peninsula has expanded, as archeological sites have been uncovered during construction or development activities within the city. Approximately 50 prehistoric archeological sites have been documented within the northern San Francisco peninsula and Yerba Buena Island; the majority of these were within one-half mile or less from the historic margins of the San Francisco Bay. Most of the prehistoric sites are shell midden sites, which have their greatest concentrations in the South of Market neighborhood (north of the C-APE) and the Hunters Point-Bayview-Candlestick Point-Visitacion Valley area (south of the C-APE). Although midden sites in the latter area have been known since the 1870s and include some of the largest shellmound sites in San Francisco, they have not been thoroughly investigated and their dating is not well understood. The South of Market sites have, on the other hand, largely only come to light since the 1980s and have been subject to various analytical and absolute dating techniques. These shell midden sites are also remarkable within Bay Area shellmound studies because many of them possess good physical integrity as a result of having been buried beneath natural sand dune deposits for hundreds of years following their abandonment.

The Anthropological Studies Center (ASC) at Sonoma State University defined a National Register-eligible district that incorporates several prehistoric sites within sand dunes formed along the north side of Mission Bay, within the South of Market neighborhood (ASC, 2010). These sites are considered to represent elements of a large multi-village community. The California State Historic Preservation Officer has recently determined that at least seven previously recorded prehistoric habitation sites are part of this district. The district is recommended as eligible under National Register Criterion A and California Register Criterion 1, association with events that made a significant contribution to the broad patterns of our history, as well as Criteria D/4, for its ability to yield important new insights into regional prehistory in the vicinity of Mission Bay.

Ethnohistoric Context

Based on a compilation of ethnographic, historic, and archeological data, Milliken (1995) describes a group known as the Ohlone, who once occupied the general vicinity of the proposed projects. While traditional anthropological literature portrayed the Ohlone peoples as having a static culture, today it is better understood that many variations of culture and ideology existed

within and between villages. While these “static” descriptions of separations between native cultures of California make it an easier task for ethnographers to describe past behaviors, this masks Native American adaptability and self-identity. California’s Native Americans never saw themselves as members of larger “cultural groups,” as described by anthropologists. Instead, they saw themselves as members of specific villages, perhaps related to others by marriage or kinship ties, but viewing the village as the primary identifier of their origins.

Levy (1978) describes the language group spoken by the Ohlone, known as “Costanoan.” This term is originally derived from a Spanish word designating the coastal peoples of Central California. Today Costanoan is used as a linguistic term that references to a larger language family spoken by distinct sociopolitical groups that spoke at least eight languages (as different as Spanish is from French) of the same Penutian language group. The Ohlone once occupied a large territory from San Francisco Bay in the north to the Big Sur and Salinas Rivers in the south. The San Francisco peninsula is located within former *Ramaytush* territory, where little ethnographic data have been collected due to severe population reductions during the historic period (Levy, 1978).

Economically, Ohlone engaged in hunting and gathering. Their territory encompassed both coastal and open valley environments that contained a wide variety of resources, including grass seeds, acorns, bulbs and tubers, bear, deer, elk, antelope, a variety of bird species, and rabbit and other small mammals. The Ohlone acknowledged private ownership of goods and songs, and village ownership of rights to land and/or natural resources; they appear to have aggressively protected their village territories, requiring monetary payment for access rights in the form of clamshell beads, and even shooting trespassers if caught. After European contact, Ohlone society was severely disrupted by missionization, disease, and displacement. Today, the Ohlone still have a strong presence in the San Francisco Bay Area, and are highly interested in their historic and prehistoric past.

Historical Context

Spanish, Mexican, and Early American Periods

Initial European exploration of the San Francisco peninsula began in 1769 and lasted until 1810. During this period, a number of Spanish expeditions penetrated the territory occupied by the Ohlone peoples. Between 1769 and 1776, forays led by Portola, Ortega, Fages, Fages and Crespi, Anza (two expeditions), Rivera, and Moraga were carried out. Favorable reports led to the founding of seven missions in the region between 1770 and 1797.

In the spring of 1776, the site of San Francisco was chosen by Juan Batista Anza for the establishment of a mission and military post. Later that same year, the Mission San Francisco de Asís (also known as Mission Dolores) and Presidio de San Francisco were officially dedicated and Jose Joaquin Moraga (Anza’s lieutenant) took formal possession in the name of King Carlos III.

The Spanish annexation and colonization of Alta California, as manifested in the religious-military mission system, produced profound changes in the cultures of the indigenous population. The missions resettled and concentrated the aboriginal hunter-gatherer population into

agricultural communities. The concentration of population, coupled with the indigenous people's lack of immunity to European diseases, caused the tribes to be decimated by common diseases which were generally not fatal to Europeans. It has been estimated that the Ohlone population declined from 10,000 or more in 1770 to less than 2,000 in 1832.

Mexico established jurisdiction over Alta California in April of 1822. During the Mexican Period (1822–1848), control over this remote area by the central and local Mexican authorities was never strong. California became part of the United States as a consequence of the U.S. victory over Mexico in the Mexican War. The territory was formally ceded in the treaty of Guadalupe Hidalgo in 1848, and was admitted as a state in 1850.

Prior to the discovery of gold at Sutter's Mill on January 24, 1848, development in San Francisco consisted of the Spanish/Mexican facilities (i.e., the Presidio and Mission) and a small settlement known as Yerba Buena situated on the shores of the cove by the same name. The inhabitants of Yerba Buena were predominantly non-Spanish, English-speaking immigrants (e.g., U.S. or British citizens). Sometime before the Gold Rush, the inhabitants of Yerba Buena officially changed the name of their settlement to San Francisco. Following the discovery of gold, San Francisco transformed quickly from an isolated hamlet into a bustling center of commerce. After the discovery of gold, the population of San Francisco grew from 375 people in 1847 to 2,000 by February 1849, and by the end of 1849, there may have been as many as 20,000 people living in the City (CCSF, 2011).

San Francisco City and County Hospital

The following sections outlining the history of the San Francisco General Hospital (ZSFG) and the Neighborhood Context are adapted from Page & Turnbull (2003).

In the initial five years of the Gold Rush in San Francisco, no institutional medical care was available. This was the case even given the high rates of diarrhea, dysentery, scurvy, typhus, and occasional outbreaks of cholera among a crowded, poorly-sheltered population often arriving from oppressive mining stints, long sea voyages, or isthmus crossings. Medical care was restricted to short-term physician treatments. In 1853, the federal government opened the U.S. Marine Hospital (1853–1868) on Rincon Point. The 500-patient capacity, four-story, masonry building was a prominent visual landmark for many years. The mission of the Marine Hospital was restricted to the care of merchant marines who suffered primarily from venereal, parasitic, kidney and skin diseases, as well as scurvy, and gunshot wounds. The State Marine Hospital opened in 1853–1854 to care for the general indigent or seriously ill population in a masonry building on Stockton Street between Pacific Street and Broadway, but was closed in 1855. In 1855, the San Francisco was stricken by an Asiatic cholera epidemic, and responded by purchasing the State Marine Hospital and contracting a religious order, the Sisters of Mercy, to manage the hospital as a City and County hospital. After the City failed to reimburse the order, the Sisters of Mercy purchased the building in 1857 and re-opened it as the first Roman Catholic hospital (St. Mary's Hospital) in the city.

The City constructed a new, three-story, masonry, 150-bed City and County Hospital in 1857 overlooking the North Beach shoreline on Francisco Street between Powell and Stockton streets. Dr. Hugh Toland, the head surgeon of the City and County Hospital, established a medical school, the Toland Medical College, on an adjoining site in 1864, which in 1873 became of the Medical Department of the University of California. By 1867, the capacity of the Francisco Street hospital chronically exceeded the medical care demand, and certain patients were transferred to the newly constructed County Almshouse at Laguna Honda. The following year, a 24-bed smallpox isolation hospital was constructed on the Almshouse campus. In 1867, the State Surgeon General, Dr. Beverly Cole, persuaded the local health board to close the County Hospital and condemn the building as deleterious to the health and recovery of hospital patients.

In 1872, a new hospital complex was opened in an isolated location next to the Magdalene Asylum, now occupied by ZSFG. The new hospital was a two-story, wood-frame complex of semi-free-standing ward buildings linked by a common corridor to a centrally placed administration building conforming to what was known as the “pavilion” plan. The pavilion plan hospital originated in France and was widespread throughout Europe. More recently, the pavilion plan had been passionately advocated by many in the American medical establishment and had been officially adopted by the U.S. Marine Hospital Service. The U.S. Marine Hospital constructed in the San Francisco Presidio in 1874–1876 was considered a model. The pavilion hospital plan was a product of the “miasmatic” theory of infection that postulated that diseases were transmitted by polluted air, or, more specifically, by “gases and minute solid particles” emitted by the bodies of sick and wounded patients. It was radically argued by some that the prime necessity for effective medical treatment was the availability of “pure air,” to which even “diet, beds, and even shelter and repose” were of secondary importance.

Originally considered charity institutions for the indigent, hospitals had long been based on a congregate ward model which, according to the miasmatic theory of disease, meant that hospitalization itself could pose a serious health risk. The San Francisco County Hospital of 1872–1907 was constructed in a sparsely developed area, upland from the flat valley later known as the Mission District on the west slope of Potrero Hill. In plan, the hospital complex was arranged along a wide, central two-story corridor with six “finger” ward buildings projecting to either side. Centrally placed was an administration building and kitchen-dining facility. The administration building was the main point of entry to the hospital, and consisted of administrative offices, the apothecary, and storerooms for pharmacological supplies. On the east side of the central corridor, opposite the administrative wing, was a two-story building containing the patients and nurses dining-rooms.

The wood-frame San Francisco City and County Hospital survived the 1906 Earthquake and Fire, but an outbreak of pneumonic plague the following year resulted in its closure and condemnation. In 1907, the County Hospital was demolished and the debris burned.

Between 1909–1915, a new County Hospital was constructed within approximately the same site as the 1872 hospital. The new hospital, placing greater importance on fire risk management, was of steel frame and masonry construction, suggesting that hospital planner did not place as much

of an emphasis on the miasmic problem. The new hospital still adhered to the pavilion plan; in fact it was similar in layout to the 1872–1907 hospital. The new hospital had a long central corridor following, as before, a north-south axis with four and five-story finger ward buildings projecting from the corridor westward. The three-story central building opposite the corridor to the east was a large three-story with basement building in “U”-plan, identified simply as “Service” Building on the 1913–1915 Sanborn Map. This building probably contained the hospital kitchen, kitchen storage rooms, and perhaps hospital patient and staff dining rooms. New features in the 1915 hospital include a large Power House plant on the former laundry site, a new expanded laundry plant, a three-story “Nurse’s Home,” where previously had been a hospital chapel, and a new “Receiving Building,” which actually consisted of several interlinked two-story buildings fronting 22nd Street.

All of the building components of the 1909 hospital were separated by large open areas. The hospital campus also was enlarged to include a block upslope between Vermont and San Bruno streets, where a new City and County Tuberculosis Hospital was constructed in a modified-pavilion plan. This modified plan consisted of a one-story corridor connecting four one-story and one two-story parallel men’s ward buildings to a two-story dining-room, kitchen, and reading room facility and, at the extreme northern end, a two-story women’s ward building.

The ZSFG campus expanded and modernized throughout the 20th century. In 1931, the City purchased the former Magdalene Asylum block, which had become St. Catherine’s Training School for Girls, for the construction of a new cancer institute and psychiatry hospital. During the late 1960s and early-to-mid 1970s, the 1909–1915 administration building and kitchen/dining room facility, power house, and laundry were demolished and a new main hospital building was completed in 1976. The advent of federal Medicare/Medicaid programs eventually enabled the hospital to expand outpatient services, develop important specialties, and to acquire new laboratories and diagnostic procedures. These advances further established the national stature of the hospital while continuing to evolve the campus and facilities throughout the 1970s and 1980s. In 1991, a behavioral health rehabilitation facility was constructed on land north of Building 90, and in 2004 an ambulatory care building (Building 4) was built east of Building 1. The parking garage and adjacent surface parking lot fronting 23rd Street, between San Bruno Avenue and Vermont Street, was completed in 1996. As part of the SFGH Rebuild Program, construction began in 2009 on a new 9-story acute care facility fronting on Potrero Avenue on the former west lawn between Buildings 10/20 and 20/30. The new acute care facility, which was renamed the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center, was completed in November 2015 with patient move-in planned for spring 2016.

- **Public Art**

- Intended to coincide with the opening of the Main Hospital Building in the mid-1970s, a large, steel sculpture designed by San Francisco artist Gerald Walburg entitled *Stiff Loops* was installed on the hospital campus. Completed in 1974, *Stiff Loops* is approximately 30 feet long, 8 feet high, and constructed of Corten steel on a concrete base. In 2009, *Stiff Loops* was moved to the southeast corner of the ZSFG campus to make way for the construction of the new acute care facility.¹

● ¹ Art and Architecture-San Francisco, www.artandarchitecture-sf.com/tag/gerald-walburg, accessed March 2, 2015.

Neighborhood Context

By 1913, area surrounding the ZSFG campus had been built out predominantly with multi-family residential units. The areas adjacent to the ZSFG campus today are comprised of a mixture of styles and uses, with residential units predominating, including single family, flats, and apartment units. Other buildings include mixed-use commercial and residential, with stores and restaurants on the first floors, and residential units above. Most are multi-story, consisting of two- and three-story buildings, and many have garages. Several buildings have been significantly altered, with

the addition of modern façades, fenestration, stucco wall cladding, and other adaptations. Although the majority of the buildings surrounding the ZSFG campus date to the first quarter of the 20th Century, many were also built within the last 50 years, reflecting a variety of building styles and periods found in many parts of San Francisco.

Research Methods and Results

This current analysis relies on three previous cultural resources studies as well as additional site specific data compiled by ESA. LSA Associates (2008) completed a baseline study for architectural resources at ZSFG. The study consisted of background research, including an archival records search and literature review, contacts with potentially interested parties, historical archival research, internet research, and field reviews. San Francisco Planning Department, EP archeologists prepared a preliminary archeological review (PAR) for the SFGH Replacement Project that included a review of archeological literature and databases as well as an analysis of archeological site sensitivity. Additionally, for the adjacent SFGH Replacement Project, URS (2009) completed additional archeological research including geoarcheological coring and analysis and an extended subsurface survey and analysis. Finally, Architectural Resources Group (ARG) completed a historical background and design criteria report in 2016 for the proposed research building. The report was informed by input received by the San Francisco Planning Department and the Architectural Review Committee of the San Francisco Historic Preservation Commission.

Architectural Resources

The ZSFG campus comprises a historic district, referred to as the SFGH Historic District (SFGH District). In 2008, LSA Associates evaluated the SFGH District's eligibility for listing in the National Register and the California Register, assessed the potential for project related impacts to the SFGH District under CEQA, and identified mitigation measures that would reduce the severity of potential impacts to the SFGH District. The following information about the SFGH District is adapted from the 2008 LSA historic resources evaluation report.

The original ZSFG campus, completed in 1915, was designed by Newton J. Tharp, City Architect of San Francisco. The four extant original Second Renaissance Revival brick buildings within the facility include the "finger wards" (Buildings 10/20 and 30/40), the receiving building (Building 1), and the Nurse's Home (Building 9). A communicable disease hospital (Building 100) was later designed in the same Second Renaissance Revival style by Fred K. Meyer and John Reid Jr., Associates, and was completed in 1917. Building 80/90, a maternity and psychiatric hospital designed in the Art Deco style in 1938 by Martin J. Rist, was also constructed of brick with terra cotta detailing. The Main Hospital (completed in 1976), parking lots, temporary structures, and landscaping are located in areas formerly occupied by buildings dating from 1915-1917. Six of the 14 buildings on the ZSFG campus appear to be eligible for listing in the National Register and California Register as a district (see discussion of District contributors, below). The District's period of significance extends from 1915 to 1938.

The SFGH District is recommended eligible under Criterion A/1 for its association with the development of San Francisco's public health system, as well as for its contributions to national public health trends, medical research, and education in the 20th century. The SFGH District is also

recommended eligible under Criterion C/3 as a distinctively planned architectural complex dedicated to the administration and delivery of health care in the early 20th century, and as the work of a master architect. Because the SFGH District is recommended eligible for listing in the National Register, it is also automatically eligible for listing in the California Register. A Preservation Technical Specialist with the San Francisco Planning Department reviewed and concurred with this eligibility conclusion. Therefore, the SFGH District qualifies under Category A.2 of San Francisco Planning Department Preservation Bulletin No. 16 (. . . properties that have been determined to appear or may become eligible, for the California Register), and is considered a historical resource for the purposes of CEQA.

District Contributors

- Building 1/1A/1B/1C – Receiving Building (1915)
- Building 9 – Nurse’s Home (1915)
- Building 10/20 – Hospital Wards (1915)
- Building 30/40 – Hospital Wards (1915)
- Building 80/90 – Ambulatory Care (1938)
- Building 100 – Isolation Hospital (1917)
- Brick and steel perimeter fencing
- Brick gatehouses on Potrero Avenue and 23rd Street
- Gate pillars on 23rd Street [the west pillar is no longer present]
- Brick bus shelter along Potrero Avenue
- Three-tiered fountain in Lot B/C [relocated from the demolished Tubercular Ward]
- Formal pedestrian entry at Potrero Avenue with staircase, period light standards and flagpole [demolished to accommodate acute care hospital]

Character-Defining Features, SFGH Historic District

The SFGH Historic District includes the following character-defining features:

- **Overall Form and Continuity.** Building heights on the original campus were up to five stories, with the fifth stories of the finger wards (Buildings 10/20 and 30/40) added in 1931. Other original buildings are two-to-three stories in height (Buildings 1, 9, and 100), while the 1930s Building 80/90 is seven stories high.
- **Age.** All five of the extant Second Renaissance Revival buildings on the original core campus were constructed in 1915-1917, while the Art Deco Building 80/90 was completed in 1938.
- **Scale and Proportion.** The contributing buildings of the SFGH District have different masses and shapes, varying from long narrow finger wards, to blocks with wings, to U-shaped and multi-winged U-shaped. All of the original buildings reflect elements of Second Renaissance Revival style architecture in arches, horizontal configurations, scale, mass, proportion, and flat or gabled rooflines. The Art Deco Building 80/90 is much higher and more massive, and reflects the scale and vertical banding and rhythm of its period. None of the contributing buildings have the mass of the Main Hospital.

- **Fenestration.** Windows in Buildings 1, 9, and 100 are recessed. Some of the windows are rectangular, one-over-one light, double hung, frame sash. Other windows are paired or grouped and arched with terra cotta emblems, and some have single rectangular openings embellished with brick corbelling and terra cotta spandrels. Fenestration on the finger wards consists of horizontal bands of flat-arched, one-over-one light, double hung, wood frame windows, with groups of triple-arched and flat-arched windows on the sanitary towers. The façades emphasize a horizontal configuration defined by fenestration, and relate to each other in shape and proportion. Building 80/90 has slightly recessed vertical window openings, as well as bay windows distinguished by copper cladding forming window mullions and spandrels with pre-cast upper window hoods. Original windows include eight-light, casement sash units topped with paired, four-light transom units. Some windows on the contributing buildings have been replaced, covered with glass or clay bricks or otherwise modified, but most are original.
- **Materials.** All the 1915-1938 buildings are constructed of reinforced concrete, faced with polychrome Flemish bond brick, featuring decorative brick and terra cotta detailing and arched or rectangular window openings. Gable and shed roofs are covered with clay Mission tiles, while flat roofs are coated with tar and gravel. Window frames are wood. Building 80/90 has pre-cast stone sills, stone hoods, water tables, coping stones, and copper spandrels and mullions; the primary entry features double bronze doors.
- **Color.** Red and “clinker” brick colors predominate, with terra cotta emblems, cornices, columns, colonnettes, corbels, spandrels, stringcourses, and water tables. Clay roof tiles are red or green, and copper cladding is green.
- **Texture.** Overall texture of the contributing buildings in the SFGH District is rough brick accented with smooth terra cotta.
- **Detail.** The original mid-1910s Second Renaissance Revival style campus contains extensive period architectural detail. Generally, the façades emphasize a horizontal configuration defined by the fenestration, a coping band or water table at the foundation, a stringcourse band, and the cornice. Brick detailing includes corbelled cornices, arched window openings, decorative friezes, tympanums, parapets, decorative bonds, and diamond shaped and other patterning. Terra cotta details include coping, spandrels, cornices, emblems, insets, colonnettes, panels, medallions, and other features. Art Deco features on Building 80/90 include pre-cast stone coping, window heads, entries, hoods, sills, stringcourses, and water tables, as well as copper clad bay windows and bronze doors.
- **Landscape Features.** The SFGH District is bounded by brick and steel perimeter fencing, constructed of brick posts with terra cotta capitals and medallions, interspersed with vertical metal railings. The primary entries are characterized by double-arched decorative metal gates. Brick gatehouses, located at each primary entry to the south campus (one each on Potrero Avenue and 23rd Street, as well as one at the entry to the north campus on 22nd Street), feature gable and parapet Mission tile roofs, Craftsman brackets, doors, and windows with metal grilles. The brick bus shelter, with Mission tile gable roof, arched bays, and Palladian windows, is also an important feature. The wide concrete stairway from Potrero Avenue, flanked by brick windowpane casings with terra cotta details and formal gardens, is an important element of the 1915 design and appears to retain its integrity of design. Lighted by period metal electroliers, the stairway and gardens provide a human scale entry and a sense of arrival. Although not all dating to the 1915 period, concrete pathways, lawns, and ornamental plantings provide open spaces and contrasting greenery in the midst of the red and terra cotta colors.

Contributing District Features Within or Near the B/C Lot

The proposed site for the UCSF research building is the B/C Lot, the surface parking lot separated from Building 9 (Nurse's Home) to the east by the secondary entrance drive, which extends north from 23rd Street. The B/C Lot is immediately south of the former Main Hospital in the southeastern corner of the SFGH Historic District.

Prior to construction of the Main Hospital, this location was occupied by Building 50/70 (the Tubercular Ward), which exhibited a finger ward design similar to Buildings 10/20 and 30/40. Although the B/C Lot itself is a non-contributor to the District, contributing features that are within or immediately adjacent to the B/C Lot include the following:

- **Fountain.** The three-tiered water fountain within the B/C Lot that has been converted to use as a planter was formerly located in the center of the Building 50/70 courtyard. The fountain was temporarily relocated during demolition of Building 50/70 and was reinstalled atop a new base in its original location following construction of the present parking lot.
- **Guardhouse.** A brick guardhouse sits at the southwest corner of the B/C Lot. This building features a clay tile-clad gable roof with paired craftsman brackets and exposed rafter tails. The entrance features a bracketed hood clad in clay tiles, and a paneled door flanked by sidelights.
- **Gate Pillar.** Adjacent to the Guardhouse stands a square brick pillar with concrete base and terra cotta capitol, surmounted by a metal carriage light. This is the east pillar of the two gate pillars that formerly bracketed the south entrance to the campus, which is adjacent to the B/C Lot's southwestern corner. The west pillar is no longer extant.
- **Fence.** A portion of the brick and steel perimeter fence that surrounds much of the SFGH Historic District extends along the southern edge of the B/C Lot. This fence consists of a low brick wall surmounted by a metal rail set between square brick posts with terra cotta capitals and medallions.

Non-Contributing District Features Within or Near the B/C Lot

- In addition to the B/C Lot itself, the former Main Hospital, completed in 1976 in a modern Brutalist architectural style, is a non-contributor to the SFGH District. The steel sculpture, *Stiff Loops*, has not been identified as a contributing feature of the District, but is nonetheless an important piece of public art. This sculpture was relocated to its current position at the southeastern corner of the campus in 2009.

The ZSFG parking garage and adjacent surface parking lot fronting Twenty-Third Street between San Bruno Avenue and Utah Street was completed in 1996. These structures are to the south of, and outside, the SFGH Historic District, separated by the width of Twenty-Third Street. Given the relatively recent date of construction of these structures, they would not meet the minimum age threshold (45 years) for consideration for listing in the California Register of Historical Resources, and are not considered historical resources as defined by CEQA.

Buildings fronting the existing parking garage and surface lot, located on San Bruno Avenue, Utah, and Twenty-Fourth streets, are predominantly single- and multi-family residential buildings, some with ground floor commercial uses. Although the majority of the buildings

surrounding the ZSFG campus date to the first quarter of the 20th century, many have been constructed more recently, reflecting a variety of building styles and periods found in many parts of San Francisco. A review of the Office of Historic Preservation's (OHP's) Historic Property Directory for San Francisco, as well

as the preservation section of the San Francisco Property Information Map, identifies no recorded architectural resources on the streets fronting the ZSFG parking garage. These areas have not been the subject of a neighborhood survey or evaluation, however, and many of these buildings are more than 45 years old. As many of the buildings surrounding the ZSFG parking structure would meet the minimum age threshold, they could be eligible for listing in the CRHR upon future review and if other evaluation criteria applied, such as associations with important historical events, important persons, or represent the embodiment of a particular architectural style.

Historical Archeological Resources

There is no evidence that any buildings, structures, or development related to the Spanish and Mexican periods existed within the C-APE, although several early ranching buildings and structures may have within several blocks of the C-APE (Dean 2008:2-3). Based on the land use history outlined below the types of historical archeological resources that could be encountered relate primarily to the original hospital, late 19th and early 20th century residences, and 20th century railcar related buildings and maintenance yards. Archeological resources could include features such as the remains of stone, concrete, or adobe footings and walls; artifact filled wells or privies; and deposits of metal, glass, and/or ceramic refuse.

B/C Lot / Proposed UCSF Research Building

The first development in the research building C-APE includes outbuildings associated with the original 1872 hospital as well as several residential buildings. The 1889 Sanborn maps show outbuildings at the corner of Nevada (Twenty-Third Street) and Nebraska (no longer extant) labeled “hose cart shed” and “yard.” These structures may have been related to the vegetable garden and other quasi-agricultural activities that the hospital maintained and depended on. The hospital promoted and required the strong participation of patients in these activities and related ones such as landscape maintenance and horticulture as part of a patient’s “recovery” program (Dean, 2016).

In 1886 the block bounded by Nevada (Twenty-Third Street), Nebraska, Vermont, and Humboldt was divided into several lots; six lots had small residences. Residences at 1118, 1120, and 1122 Vermont Street were one-story; two had rear outbuildings. Three additional residences are shown at 1113, 1115, 1123 Nebraska Street. Two buildings were one-story with basements and attached outbuildings. One building is labeled “Vacant Launderette.”

By 1899 Nevada Street had been renamed San Bruno Avenue. The 1899 Sanborn map shows more residences constructed on the block at 1137-39, 1141-43, and 1147 San Bruno. The same small one-story outbuildings associated with the hospital are shown at the corner of Vermont and Twenty-Third Street.

The 1913 Sanborn map shows the C-APE as vacant; the residences and hospital had been demolished. The 1872 hospital was burned down in 1908 following years of public critique as to its adequacy and an outbreak of pneumonic plague in the hospital in 1907. As a plague eradication measure, the hospital site was heavily excavated to remove structural and infrastructural remains. Records indicate that major ground disturbance occurred and that

demolition of the hospital was very thorough, with all fixtures and furnishings removed, the buildings torn down and burned, and any remaining pipes and salvageable materials sold to scrappers (JRP, 2009).

Between 1909 and 1915 a new solid masonry (brick over concrete foundation) pavilion-plan hospital facility was constructed largely within the footprint of the prior hospital. The new hospital structure did not extend into the research building C-APE but, as with the 1872 hospital, it is possible that accessory structures, also perhaps agriculturally-related, may have extended into the C-APE. At some point in the first-half of the 20th century, the South East Wing was constructed, portions of which extended within the proposed research building C-APE. The residential buildings on the eastern half of the research building C-APE in the later 19th century had all been demolished by 1915. In the 1970s, substantial portions of the 1915 hospital were demolished to allow construction of the Main Hospital Building (Building 5), which also required extension of the hospital site east to Vermont Street.

Existing Parking Garage / Garage Expansion

The first development of the southern half of the block bounded by Twenty-Third Street (former Nevada), San Bruno (former Nebraska), Twenty-Fourth Street (former Sonoma), and Utah Street is shown on the 1899 Sanborn map. The block is labeled “Market St R.R. Co’s. Old Car Barns. Used for storage of old cars.” A small rectangular two-story building labeled as a dwelling is attached.

The 1913 and 1950 Sanborn maps show the United Railyards of San Francisco Car Barn and Repair Shop. Several small rooms include an “Office,” a “Club Rooms” (with a basement), a “W.C.,” and a room labeled “Oils.” The one- and two-story building was an un-reinforced brick-walled construction with a wooden truss roof including several wire glass skylights. Most recently used as the headquarters for the San Francisco Municipal Railway (MUNI) Ways and Structures Division, the car barn was demolished in 1995 to construct the existing parking garage.

The archeological monitoring program conducted for the existing parking garage (Parsons, 1995), discovered several historical archeological features, including a well and trash pit possibly associated with a 19th century domestic use of the site and several features (three types of rail lines, 13 streetcar tracks, a series of concrete chambered mechanics’ work trenches associated with a Market Street Railway railyard and maintenance facility (1900 – 1940). None of the historical archeological features were determined to be legally significant (Dean, 2016).

Historic-period materials, if identified, might include stone, concrete, or adobe footings and walls, as well as artifact-filled wells or privies; and deposits of metal, glass, and/or ceramic refuse.

Prehistoric Archeological Resources

In 2009, archeologists from URS completed a geoarcheological sensitivity analysis and site investigation for the SFGH Rebuild Project. Five soil boring were completed in the vicinity of the Rebuild Project (just northwest of the proposed UCSF research building C-APE and approximately 700 feet north of the C-APE for the expansion of the existing ZSFG parking garage). Core samples

were extracted in 4-foot segments in 2-inch-diameter clear tubes in order to assess the nature and extent of subsurface sediments, and to capture evidence of any substantial archeological deposits. Stratigraphic soil units were identified based on physical characteristics such as composition, color, superposition, textural transitions, and pedogenic properties (i.e., relative soil development).

In summary, no prehistoric archeological materials were identified as a result of the geoarcheological investigation in 2009. One buried surface was identified within consolidated and heavily oxidized dune deposits and dated to approximately 22,000 years before present (B.P.), indicating that it was buried long before human occupation of the Americas. This surface is covered with at least 12 feet (3.5 meters) of additional Pleistocene sand deposits, the upper horizons of which were dated to approximately 8,200 years B.P. This upper dune surface represents the upper contact with the historic ground surface, and appears to have been heavily disturbed or completely removed throughout much of the SFGH Rebuild Project area, due to historical and modern development. Any prehistoric archeological materials that might have originally been associated with this surface would likely have been heavily disturbed or completely removed (URS, 2009).

As described in the Environmental Setting section above, the project preliminary geotechnical report concludes that the research building C-APE is underlain by relatively shallow fill over medium to dense dune sand (Kleinfelder, 2014). The geoarcheological study of the block just to the south (Parsons, 1995) concluded that the “dune sand” represents an intact Colma Formation surface sensitive for prehistoric deposits. This potential is enhanced by the identification of an ancient stream channel perhaps in the eastern portion of the site.

Previous geoarcheological analysis for the existing parking garage (Parsons, 1995) found that the stable Pleistocene land form between the San Miguel Hills and Potrero Hill did not experience the erosional effects from sea level rise or of becoming deeply buried by long periods of sand re-deposition from the west that have been the case in other parts of San Francisco. This ancient stable landform (the Colma Formation) would have been available for prehistoric occupation at least during the Holocene epoch. The geoarcheological study prepared for the parking garage project identified a buried paleosol (the Colma Formation) dating within the Late Holocene (4,000 years B.P. to the present) adjoining an ancient stream channel within the eastern portion of the project site along San Bruno Street. This stable land surface, which is sensitive for prehistoric deposits, was relatively shallow but extended to depths approximately 2 meters below ground surface.

Prehistoric archeological materials, if identified, might include obsidian and chert flaked-stone tools (e.g., Projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (“midden”) containing heat-affected rocks, baked clay fragments, or faunal food remains (bone and shell); stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones.

4.3.2.3 Paleontological Setting

Paleontological resources are the fossilized remains of plants and animals, including vertebrates (animals with backbones), invertebrates (e.g., starfish, clams, ammonites, and marine coral), and fossils of microscopic plants and animals (microfossils). The age and abundance of fossils depend

on the location, topographic setting, and particular geologic formation in which they are found. Fossil discoveries not only provide a historical record of past plant and animal life but can assist geologists in dating rock formations. Fossil discoveries can expand our understanding of the time periods and the geographic range of existing and extinct flora and fauna.

Geological Context

The C-APE is underlain by Quaternary-age (Pleistocene) alluvium. These are predominantly flat-lying unconsolidated to moderately consolidated deposits of sand, silt, gravel and cobbles that have been carried by creeks from the hills to the east. Typically, these deposits are coarse-grained close to the base of mountains and near the head of alluvial fans (i.e., they contain more gravel and sand), whereas Quaternary-age alluvium closer to the bay margins tend to contain more silt and mud.

Paleontological Assessment Guidelines

The Society of Vertebrate Paleontology (SVP) established guidelines for the identification, assessment, and mitigation of adverse impacts on nonrenewable paleontological resources (SVP, 2010). Most practicing paleontologists in the United States adhere closely to the SVP's assessment, mitigation, and monitoring requirements as outlined in these guidelines, which were approved through a consensus of professional paleontologists. Many federal, state, county, and city agencies have either formally or informally adopted the SVP's standard guidelines for the mitigation of adverse construction-related impacts on paleontological resources. The SVP has helped define the value of paleontological resources and, in particular, indicates that geologic units of *high* paleontological potential are those from which vertebrate or significant invertebrate or plant fossils have been recovered in the past (i.e., are represented in institutional collections). Only invertebrate fossils that provide new information on existing flora or fauna or on the age of a rock unit would be considered significant. Geologic units of *low* paleontological potential are those that are not known to have produced a substantial body of significant paleontological material. As such, the sensitivity of an area with respect to paleontological resources hinges on its geologic setting and whether significant fossils have been discovered in the area or in similar geologic units.

The SVP further states the following:

- Vertebrate fossils and fossiliferous deposits are considered significant nonrenewable paleontological resources, and are afforded protection by federal, state, and local environmental laws and guidelines.
- A paleontological resource is considered to be older than recorded history or 5,000 years before present and should not be confused with archeological resource sites.
- Invertebrate fossils are not significant paleontological resources, unless they are present with an assemblage of vertebrate fossils or they provide undiscovered information on the origin and character of the plant species, past climatic conditions or the age of the rock unit itself.
- Certain plant or invertebrate fossils may be designated as significant by a project paleontologist, special interest group, lead agency or local government.

With these principles, the SVP has outlined criteria for screening the paleontological potential of rock units and established assessment and mitigation procedures tailored to such potential (SVP, 1996; SVP, 2010). **Table 4.3-2** lists the criteria for high-potential, undetermined, and low-potential rock units.

**TABLE 4.3-2
PALEONTOLOGICAL POTENTIAL CRITERIA**

Paleontological Potential	Description
High	Geologic units from which vertebrate or significant invertebrate or plant fossils have been recovered in the past, or rock formations that would be lithologically and temporally suitable for the preservation of fossils. Only invertebrate fossils that provide new information on existing flora or fauna or on the age of a rock unit would be considered significant.
Undetermined	Geologic units for which little to no information is available.
Low	Geologic units that are not known to have produced a substantial body of significant paleontological material, as demonstrated by paleontological literature and prior field surveys, and which are poorly represented in institutional collections.

SOURCE: SVP, 2010

Paleontological Resources Potential

ESA conducted a search of the paleontological locality database of the University of California Museum of Paleontology (UCMP) to identify vertebrate fossil localities within San Francisco County (UCMP, 2015). Several vertebrate fossil discoveries in a Pleistocene-age geologic context are listed in the UCMP database for the San Francisco area. For the *San Francisco General Hospital Seismic Compliance Hospital Replacement Program EIR*, UCMP staff conducted a fossil locality search. That search identified two Pleistocene fossil localities in the immediate vicinity of the C-APE: a whale vertebra near the First and Mission Street intersection, and the humerus of a giant ground sloth near Laguna Honda Hospital, east of the Sunset District. Other discoveries include mammoth and equine fossils near the Bay Bridge footings, and a mammoth tooth 110 feet below the existing ground surface during excavation for the Transbay Transit Center at First and Mission streets. No fossils have been previously identified in or adjacent to the C-APE.

In accordance with SVP criteria for assigning paleontological potential ratings the C-APE would have a high paleontological potential because vertebrate fossils have been recovered from similar geologic units in the past.

4.3.3 Regulatory Considerations

4.3.3.1 Federal Regulations

Project compliance with the National Historic Preservation Act (NHPA) may be used as part of a project's compliance with the National Environmental Policy Act (NEPA) if federal permits or funding for a project is required. To establish the significance of a property, the National Register

of Historic Places (National Register) criteria for evaluation set forth in 36 CFR Part 60.4 must be applied. The following criteria are designed to guide the states, federal agencies, and the Secretary of the Interior in evaluating potential entries for the National Register. The quality of significance in American history, architecture, archeology, and culture is present in districts, sites, buildings, structures, and objects that:

- A) Are associated with events that have made significant contribution to the broad patterns of our history; or
- B) Are associated with the lives of persons significant in our past; or
- C) Embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master or that possess high artistic values or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D) Have yielded, or may be likely to yield, information important in prehistory or history.

The question of integrity is another factor that must be addressed when determining the eligibility of a resource for listing in the National Register. The Secretary of the Interior describes integrity as “the ability of a property to convey its significance.” A property must retain certain intact physical features in order to convey its significance under one or more of the National Register criteria. Integrity is judged on seven aspects; location, design, setting, workmanship, materials, feeling, and association.

If a particular resource meets one of these criteria and retains sufficient integrity to convey its historical significance, it is considered as an eligible “historic property” for listing in the National Register. In addition, unless exceptionally significant, a property must be at least 50 years old to be eligible for listing.

Section 106

Section 106 of the NHPA of 1966 requires that a federal agency with direct or indirect jurisdiction over a proposed federal or federally assisted undertaking, or issuing licenses or permits, must consider the effect of the proposed undertaking on historic properties. An historic site or property may include a prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in the National Register maintained by the U.S. Secretary of the Interior. Federal agencies must also allow the Advisory Council on Historic Preservation (ACHP) to comment on the proposed undertaking and its potential effects on historic properties.

The implementing regulations for Section 106 of the NHPA (36 CFR 800) require consultation with the State Historic Preservation Officer (SHPO), the ACHP, federally recognized Indian tribes and other Native Americans, and interested members of the public throughout the compliance process. The four principal steps are:

- Initiate the Section 106 process (36 CFR 800.3);
- Identify historic properties, resources eligible for inclusion in the National Register (36 CFR 800.4);

- Assess the effects of the undertaking on historic properties within the area of potential effect (36 CFR 800.5); and
- Resolve adverse effects (36 CFR 800.6).

Adverse effects on historic properties are often resolved through preparation of a memorandum of agreement or programmatic agreement developed in consultation between the federal agency, the SHPO, Indian tribes, and interested members of the public. The ACHP is also invited to participate. The agreement describes stipulations to mitigate adverse effects on historic properties or listing in the National Register (36 CFR 60).

4.3.3.2 State Regulations

The State of California implements the NHPA of 1966, as amended, through its statewide comprehensive cultural resource surveys and preservation programs. The California Office of Historic Preservation (OHP), as an office of the California Department of Parks and Recreation (DPR), implements the policies of the NHPA on a statewide level. The OHP also maintains the California Historical Resources Inventory. The SHPO is an appointed official who implements historic preservation programs within the state's jurisdictions.

California Register of Historical Resources

The California Register of Historical Resources (California Register) is “an authoritative listing and guide to be used by state and local agencies, private groups, and citizens in identifying the existing historical resources of the state and to indicate which resources deserve to be protected, to the extent prudent and feasible, from substantial adverse change” (Public Resources Code [PRC] Section 5024.1[a]). The criteria for eligibility to the California Register are based on National Register criteria (PRC Section 5024.1[b]). Certain resources are determined by the statute to be automatically included in the California Register, including those formally determined eligible for or listed in the National Register.

To be eligible for the California Register a historical resource must be significant at the local, state, and/or federal level under one or more of the following criteria:

- 1) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- 2) Is associated with the lives of persons important in our past;
- 3) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or,
- 4) Has yielded, or may be likely to yield, information important in prehistory or history (PRC Section 5024.1[c]).

For a resource to be eligible for the California Register, it must also retain enough integrity to be recognizable as a historical resource and to convey its significance. A resource that does not

retain sufficient integrity to meet the National Register criteria may still be eligible for listing in the California Register.

California Environmental Quality Act

CEQA considers archeological resources as an intrinsic part of the physical environment and, thus, requires for any project that the potential of the project to adversely affect archeological resources be analyzed (CEQA Section 21083.2). For a project that may have an adverse effect on a significant archeological resource, CEQA requires preparation of an environmental impact report (CEQA and Guidelines Section 21083.2, Section 15065). CEQA recognizes two different categories of significant archeological resources: “unique” archeological resource (CEQA Section 21083.2) and an archeological resource that qualifies as a “historical resource” under CEQA (CEQA and Guidelines 21084.1, 15064.5).

Significance of archeological resources

An archeological resource can be significant as both or either a “unique” archeological resource and as an “historical resource” but the process by which the resource is identified, under CEQA, as either one or the other is distinct (CEQA and Guidelines 21083.2[g] and 15064.5[a][2]).

An archeological resource is an “historical resource” under CEQA if the resource is:

- listed on or determined eligible for listing on the California Register (CEQA Guidelines Section 15064.5). This includes National Register-listed or -eligible archeological properties.
- listed in a “local register of historical resources”²
- listed in a “historical resource survey” (CEQA Guidelines Section 15064.5[a][2]).

Generally, an archeological resource is determined to be an “historical resource” due to its eligibility for listing to the California Register / National Register because of the potential scientific value of the resource, that is, “has yielded, or may be likely to yield, information important in prehistory or history” (CEQA Guidelines Section 15064.5 [a][3]). An archeological resource may be California Register-eligible under other Evaluation Criteria, such as Criterion 1, association with events that have made a significant contribution to the broad patterns of history; Criterion 2, association with the lives of historically important persons; or Criterion 3, association with the distinctive characteristics of a type, period, region, or method of construction. Appropriate treatment for archeological properties that are California Register-eligible under Criteria other than Criterion 4 may be different than that for a resource that is significant exclusively for its scientific value.

Failure of an archeological resource to be listed in any of these historical inventories, is not sufficient to conclude that the archeological resource is not an “historical resource”. When the lead agency believes there may be grounds for a determination that an archeological resource is a

² A “local register of historical resources” is a list of historical or archeological properties officially adopted by ordinance or resolution by a local government. (Public Resources Code 5020.1 [k]).

“historical resource”, then the lead agency should evaluate the resource for eligibility for listing to the California Register (CEQA Guidelines Section 15064.5[a][4]).

A “unique archeological resource” is a category of archeological resources created by the CEQA statutes (CEQA Guidelines Section 21083.2[g]). An archeological resource is a unique archeological resource if it meets any of one of three criteria:

- 1) Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information;
- 2) Has a special and particular quality such as being the oldest of its type or the best available example of its type;
- 3) Is directly associated with a scientifically recognized important prehistoric or historic event or person.

Under CEQA, evaluation of an archeological resource as an “historical resource” is privileged over the evaluation of the resource as a “unique archeological resource”, in that, CEQA requires that “when a project will impact an archeological site, a lead agency shall first determine whether the site is an historical resource” (CEQA Section 15064.5 [c][1]).

Evaluation of an archeological resource as scientifically significant

In requiring that a potentially affected archeological resource be evaluated as an historical resource, that is as an archeological site of sufficient scientific value to be California Register-eligible, CEQA presupposes that the published guidance of the OHP for CEQA providers is to serve as the methodological standard by which the scientific, and thus, the California Register-eligibility, of an archeological resource is to be evaluated. As guidance for the evaluation of the scientific value of an archeological resource, the OHP has issued two guidelines: *Archeological Resource Management Reports* (1989) and the *Guidelines for Archeological Research Designs* (1991).

Integrity of archeological resource

Integrity is an essential criterion in determining if a potential resource, including an archeological resource, is an historical resource. In terms of CEQA “integrity” can, in part, be expressed in the requirement that an historical resource must retain “the physical characteristics that convey its historical significance” (CEQA Section 15064.5 [b]).

For an archeological resource that is evaluated for California Register-eligibility under Criterion 4: “has yielded or may be likely to yield information important to prehistory or history,” integrity is conceptually different than how it is usually applied to the built environment. For an historic building, possessing integrity means that the building retains the defining characteristics from the period of significance of the building. In archeology, an archeological deposit or feature may have undergone substantial physical change from the time of its deposition but it may yet have sufficient integrity to qualify as a historical resource. The integrity test for an archeological resource is whether the resource can yield sufficient data (in type, quantity, quality, diagnosticity) to address significant research questions. Thus, in archeology “integrity” is often closely associated with the development of a research design that identifies the types of physical

characteristics (“data needs”) that must be present in the archeological resource and its physical context to adequately address research questions appropriate to the archeological resource.

Assembly Bill 52

In September of 2014, the California Legislature passed Assembly Bill (AB) 52, which added provisions to the PRC regarding the evaluation of impacts on tribal cultural resources under CEQA, and consultation requirements with California Native American tribes. In particular, AB 52 now requires lead agencies to analyze project impacts on “tribal cultural resources” separately from archeological resources (PRC Section 21074; 21083.09). The Bill defines “tribal cultural resources” in a new section of the PRC Section 21074. AB 52 also requires lead agencies to engage in additional consultation procedures with respect to California Native American tribes (PRC Section 21080.3.1, 21080.3.2, 21082.3). Finally, AB 52 requires the Office of Planning and Research to update Appendix G of the CEQA Guidelines by July 1, 2016 to provide sample questions regarding impacts to tribal cultural resources (PRC Section 21083.09).

Other Provisions of California Public Resources Code

Several sections of the PRC protect paleontological resources. PRC Section 5097.5 prohibits “knowing and willful” excavation, removal, destruction, injury, and defacement of any paleontological feature on public lands (lands under state, county, city, district, or public authority jurisdiction, or the jurisdiction of a public corporation), except where the agency with jurisdiction has granted permission.

Section 7050.5 of the Health and Safety Code protects human remains by prohibiting the disinterring, disturbing, or removing of human remains from any location other than a dedicated cemetery. Section 5097.98 of the PRC (and reiterated in CEQA Section 15064.59 [e]) also states that in the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:

- 1) There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:
 - A) The coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required, and
 - B) If the coroner determines the remains to be Native American:
 1. The coroner shall contact the Native American Heritage Commission within 24 hours.
 2. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.
 3. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98, or

- 2) Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.
 - A) The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.
 - B) The descendant identified fails to make a recommendation; or, the landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

4.3.3.3 Local

San Francisco Planning Department Preservation Bulletin 16

The San Francisco Planning Department has issued a Preservation Bulletin (No. 16) entitled *San Francisco Planning Department CEQA Review Procedures for Historic Resources*, which integrates the CEQA Guidelines into the City's existing regulatory framework. As a certified local government and CEQA lead agency for the City and County of San Francisco, the San Francisco Planning Department has instituted guidelines and a system for CEQA review of historic resources. The following categories have been established for use in determining the significance of historic resources, based upon their evaluation and inclusion in specific registers or surveys:

- **Category A: Historic resources (divided into two sub-categories)**
 - Category A.1: Resources listed on or formally determined to be eligible for the California Register.*** These properties will be evaluated as historic resources for the purposes of CEQA. Only a change in the property's status as listed in or determined to be eligible for listing in the California Register of Historical Resources by the California Historic Resources Commission will preclude evaluation of the property as a historical resource under CEQA.
 - Category A.2: Adopted local registers, and properties that have been determined to appear or may become eligible, for the California Register.*** These properties will be evaluated as historic resources for purposes of CEQA. Only a preponderance of the evidence demonstrating that the resource is not historically or culturally significant will preclude evaluation of the property as an historic resource. In the case of Category A.2, resources included in an adopted survey or local register, generally the "preponderance of the evidence" must consist of evidence that the appropriate decision-maker has determined that the resource should no longer be included in the adopted survey or register. Where there is substantiated and uncontroverted evidence of an error in professional judgment, of a clear mistake, or that the property has been destroyed, this may also be considered a "preponderance of the evidence that the property is not an historic resource."
- **Category B: Properties requiring further consultation and review.** Properties that do not meet the criteria for listing in Categories A.1 or A.2, but for which the City has information indicating that further consultation and review will be required to evaluate whether a property is an historic resource for the purposes of CEQA.

- **Category C: Properties determined not to be historic resources, or properties for which the City has no information indicating that the property is an historic resource.**
Properties that have been affirmatively determined not be historic resources, properties less than 50 years of age, and properties for which the City has no information.

San Francisco City Landmarks

San Francisco City Landmarks are buildings, properties, structures, sites, districts, and objects that possess special character or special historical, architectural or aesthetic interest or value and that are an important part of the City's historical and architectural heritage. City Landmarks are important to San Francisco's history and are significant and unique examples of the past. Adopted in 1967 as Article 10 of the City Planning Code, City Landmarks are protected from inappropriate alterations and demolitions, with all significant alterations reviewed by the San Francisco Historic Preservation Commission. There are currently 266 landmark sites and eleven historic districts in San Francisco subject to Article 10. Article 11 of the City Planning Code (*Preservation of Buildings and Districts of Architectural, Historical, and Aesthetic Importance in the C-3 Districts*) contains procedures for the designation of important buildings and districts, as well as for the review of changes to, or removal of, such properties. However, Article 11 applies to downtown San Francisco rather than the Project area.

4.3.4 Significance Standards

Implementation of the project would have a significant effect on cultural or paleontological resources if it were to:

- Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code;
- Cause a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5;
- Disturb any human remains, including those interred outside of formal cemeteries;
- Cause a substantial adverse change in the significance of a tribal cultural resource as defined in PRC Section 21074; or
- Directly or indirectly destroy a unique paleontological resource or site, or a unique geologic feature.

4.3.5 Analysis Methodology

4.3.5.1 Architectural/Structural Resources

CEQA Guidelines Section 15064.5 requires the lead agency to consider the effects of a project on historical resources. A historical resource is defined as a building, structure, site, object, or district (including landscapes) listed in or determined to be eligible for listing in the California Register, or determined by a lead agency to be significant in the architectural, engineering,

scientific, economic, agricultural, educational, social, political, or cultural annals of California. The following discussion will focus on architectural and structural resources.

Potential impacts on architectural resources are assessed by identifying any activities that could affect resources that have been identified as historical resources for the purposes of CEQA. Resources identified as historical resources under CEQA include those that are significant because of their association with important events, people, or architectural styles or master architects, or for their informational value (National Register and California Register Criteria A/1, B/2, C/3, and D/4) and that retain sufficient historical integrity to convey their significance. Criterion D/4, however, is typically applied to the evaluation of historical archeological resources and not to architectural resources, as described below.

Once a resource has been identified as a CEQA historical resource, it then must be determined whether the impacts of the project would “cause a substantial adverse change in the significance” of the resource (CEQA Guidelines Section 15064.5[b]). A substantial adverse change in the significance of a historical resource means “physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historic resource would be materially impaired” (CEQA Guidelines Section 15064[b][1]). A historical resource is materially impaired through the demolition or alteration of the resource’s physical characteristics that convey its historical significance and that justify its inclusion in the California Register (CEQA Guidelines Section 15064.5[b][2][A]).

Archeological Resources

Archeological resources are considered both as historical resources according to Section 15064.5 as well as unique archeological resources as defined in Section 21083.2(g). The significance of most prehistoric and historical archeological sites is usually assessed under National Register and California Register Criterion D/4. This criterion stresses the importance of the information potential contained within the site, rather than its significance as a surviving example of a type or its association with an important person or event. Archeological resources may also be assessed under CEQA as unique archeological resources, defined as archeological artifacts, objects, or sites that contain information needed to answer important scientific research questions.

Human Remains

Human remains, including those buried outside of formal cemeteries, are protected under several state laws, including PRC Section 5097.98 and Health and Safety Code Section 7050.5. These laws are identified above in Section 5.5.2.2, State Regulations and Legal Compliance. This analysis considers impacts including intentional disturbance, mutilation, or removal of interred human remains.

Tribal Cultural Resources

CEQA Section 21074.2 requires the lead agency to consider the effects of a project on tribal cultural resources. As defined in Section 21074, tribal cultural resources are sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native

American tribe that are listed, or determined to be eligible for listing, on the national, state, or local register of historical resources. Both archeological resources and human remains can be considered tribal cultural resources.

Once a resource has been identified as a tribal cultural resource, public agencies shall, when feasible, avoid damaging effects and consider measures to mitigate that impact (PRC Section 21084.3). A lead agency could minimize significant adverse impacts by avoiding the resource, treating the resource with culturally appropriate dignity, which includes protecting the cultural character and integrity of the resource, protecting the traditional use of the resource, and protecting the confidentiality of the resource.

Paleontological Resources

The paleontological analysis identifies the potential to encounter paleontological resources (i.e., plant, animal or invertebrate fossils or microfossils) during excavations associated with the Program. The paleontological potential of the units to be disturbed was determined, and the potential to encounter paleontological resources at each site was evaluated. A potentially significant impact on paleontological resources would occur if: (1) construction of the program component were to move or excavate previously undisturbed geologic bedrock (native rock); and (2) the bedrock were to be disturbed has a high paleontological potential.

4.3.6 Impacts and Mitigation Measures

Impact CP-1: Construction of the proposed project could cause a substantial adverse change in the significance of the SFGH Historic District, a historical resource as defined in Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code. (Potentially Significant)

CEQA Guidelines Section 15064.5 requires the lead agency to consider the effects of a project on historical resources. A historical resource is defined as a building, structure, site, object, or district (including landscapes) listed in or determined to be eligible for listing in the California Register, or determined by a lead agency to be significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, or cultural annals of California. The following discussion will focus on architectural and structural resources. Archeological resources, including archeological resources that are potentially historical resources according to Section 15064.5, are addressed below.

Impacts of the Research Building

The proposed research building would result in no direct impacts to the SFGH Historic District, such as demolition or substantial alteration of any of its contributory features. It would be constructed on the B/C Lot, which is non-contributory to the SFGH Historic District. However, the proposed project could have an indirect impact to the setting of the SFGH District because it would be within the rear viewsheds of Building 30/40 and the adjacent Building 9, the Nurse's Home, which are contributory features of the District. This impact would be reduced because the proposed research building would be located immediately south of, and adjacent to, the former

Main Hospital, a modern building that is not a contributor to the SFGH District. In addition, the rear viewsheds of Building 30/40 and 9 have been compromised by the construction of the former Main Hospital and the adjacent parking lot. Contributory District features located near the project site, including a fence, a guardhouse and two gate pillars, would be retained in place, while a water fountain located in the B/C Lot would be relocated to a new site on the ZSFG campus.

The architectural design of the building has not been developed, and anticipated characteristics of the building are limited to height, massing, and footprint. Given the absence of specific design plans, the proposed research building could be architecturally incompatible with the nearby contributors to the SFGH Historic District. Construction of a new building within the District that is incompatible with adjacent contributors could result in a substantial alteration to the historic setting of the District, which would be considered a significant, indirect impact to historical resources under CEQA. Implementation of Mitigation Measure CP-1, Design Guidelines for New Construction, would ensure that the proposed project would be compatible with the SFGH Historic District, would maintain the District's character and integrity, and would be in substantial conformance with the *Secretary of the Interior's Standards for Rehabilitation*. These guidelines were developed by the architecture firm Architectural Resources Group (ARG) in 2016 specifically for use in this EIR (ARG, 2016).

As shown in Table 4.3.1, historic resources located more than 25 feet away from the source of the construction-related vibration would generally fall below the standard damage threshold caused by various types of construction equipment. Construction of the proposed research building would generate construction-related vibration, however, the source of this vibration would be over 60 feet away from the closest historic building in the SFGH District, Building 9, and would be over 25 feet away from the historic brick guardhouse, gate pillar, and brick and metal fence on Twenty-Third Street. As such, no indirect impacts to historic architectural resources are anticipated from construction-related vibration.

Mitigation Measure CP-1: Design Guidelines for the Research Building.

The design of the proposed research building shall adhere to the following design guidelines.

Siting

1. The west elevation of the building should be generally parallel to the north-south entry road that bisects the campus. At the ground level, the setback of the building from this north-south road should be similar in extent to the setbacks from this road exhibited by Building 1/1A/1B/1C, Building 9, Building 10/20, and Building 30/40.
2. In keeping with the site's urban setting, the south elevation of the building should be generally rectilinear and parallel to Twenty-Third Street.

Height, Scale and Massing

1. The height of the building should be kept at or below the 85-foot-height of Buildings 10/20 and 30/40. This height is exclusive of rooftop mechanical equipment, assuming such equipment is sufficiently setback and differentiated in material that it does not "read" as a vertical extension of the façade.

2. The façades of the new building should have a vertical orientation that is underscored by bays at the building corners that project relative to the central portions of the façades.
3. Blank, mirrored, or opaque facades should be avoided.
4. On the south and west façades, architectural elements should be used to divide the façades into intervals similar to those found elsewhere in the District, including Building 9 and the Building 30/40 “finger wards.” This could be accomplished through a variety of means, including the use of bays, setbacks, horizontal belt courses, and/or changes in material or ornamentation.

Materials and Cladding

1. Given the prevalence of brick within the SFGH Historic District, the use of masonry (including brick and terra cotta) exclusively or in combination with other compatible exterior cladding materials is encouraged. Masonry should be a prominent material if used in combination with other materials.
2. New construction should use materials in a manner that creates details and textures that draw from the District and that give the building a three-dimensional character. Monolithic wall treatments should be avoided.

Windows

1. Fenestration patterns and proportions, as well as the percent of the façade devoted to fenestration, should be consistent with the District, especially adjacent contributory buildings (Buildings 9 and 30/40). Building 9 features recessed, double-hung, wood sash windows of either round arched or rectangular shape that are arranged singly and in pairs. Building 30/40 exhibits a variety of window types. Most of the building’s windows are recessed, double-hung, wood sash windows of round arched or rectangular shape that are arranged either singly or in groups of three. The fifth floor (added in 1931) features wood sash, paired casement windows surmounted by arched transom and separated by terra cotta colennettes. The chamfered, east-facing bays of the building feature rectangular, wood sash, paired casement windows surmounted by rectangular transoms. These windows are arranged singly, in pairs and in groups of four. Accordingly, use of recessed, punched windows on at least substantial portions of the building exterior is encouraged. Uninterrupted expanses of full-height glazing should be avoided. Arranging windows into bands of two, three or more is encouraged.
2. In keeping with the District contributors, windows should have a vertical orientation. Use of rectangular windows and/or round arched windows is encouraged.

Street Frontage

1. The south façade of the building should incorporate at least one prominent pedestrian entry.

Site Features

1. The brick Guardhouse and Gate Pillar should be retained in their current location. If temporary relocation is necessary to accommodate construction, a Historic Architect satisfying the Secretary of the Interior’s Professional Qualifications Standards should be engaged to oversee the temporary relocation and reinstallation of these historic resources.

2. The brick and metal fence along the southern edge of the site should be retained in its current location. If temporary relocation of any portion of the fence is necessary to accommodate construction, a Historic Architect satisfying the Secretary of the Interior's Professional Qualifications Standards should be engaged to oversee the temporary relocation and reinstallation of this historic resource.
3. A conservator well-versed in the assessment of historic fountains and related statuary should be engaged to evaluate the feasibility of relocating the fountain, which exhibits noticeable wear and may be constructed of fairly porous cement.
4. If deemed feasible, the fountain should be moved to a location elsewhere within the SFGH Historic District that reflects the character and prominence of its original location within the grass lawn courtyard of the Tubercular Ward (the fountain should not be located between parking spots). Accordingly, the fountain should be relocated to an area south or west of the proposed building, where it can continue its current use as a planter.

Significance after Mitigation: Less than Significant.

● **Impacts to Public Art**

- As described in Chapter 3, *Project Description*, the large, steel sculpture entitled *Stiff Loops* would be relocated from its current location in the southeast corner of the campus to another place on the ZSFG campus in order to avoid any potential construction conflicts between this sculpture and the proposed loading zone and driveway on the east side of the proposed research building. Relocation would occur in coordination with ZSFG and the San Francisco Arts Commission. Although *Stiff Loops* has not been identified as a contributor to the SFGH Historic District, it is nonetheless being treated as an important work of public art that would be relocated to avoid construction conflicts and retained on the ZSFG campus. For these reasons, the proposed project would have no impact on public art.

- **Mitigation:** None required.

Impacts of the Expanded Parking Garage

The proposed expansion of the ZSFG parking garage would have no significant direct or indirect impacts on the SFGH Historic District, as this project area is located to the south and outside of the District, separated by the width of Twenty-Third Street, which would provide a sufficient visual and physical buffer between these two areas. The garage itself is not considered a historical resource, and alterations to this structure would have no impact on historic resources.

Buildings fronting the existing parking garage located on San Bruno Avenue, Utah and Twenty-Fourth streets, are predominantly single- and multi-family residential, and exhibit a mixture of architectural styles and periods of construction which generally date to the first quarter of the 20th Century. Although no recorded historic resources are located on the streets fronting the ZSFG parking garage, most are more than 45 years old, and would meet the minimum age threshold for listing in the California Register of Historical Resources. If historic architectural resources were recorded in the vicinity of the parking garage as a result of future architectural

survey and evaluation efforts, these potential resources would be separated from the expanded parking garage by the width of the surrounding streets, which would also provide a sufficient visual and physical buffer between these two areas.

As described above, historic resources located more than 25 feet away from the source of the construction-related vibration would generally fall below the standard damage threshold caused by various types of construction equipment. The expanded parking garage area would be over 60 feet away from the nearest contributors to the SFHG District (guardhouse and gate), and over 60 feet away from any potential historical resources along San Bruno Avenue, Utah and Twenty-Fourth streets. As such, no indirect impacts to historic resources resulting from construction-related vibration from this portion of the project are anticipated. As such, no significant direct or indirect impacts on historic resources resulting from the proposed garage expansion project are anticipated.

Mitigation: None required.

Impact CP-2: Construction of the proposed project could cause a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5. (Potentially Significant)

This section discusses archeological resources, both as historical resources according to Section 15064.5 as well as unique archeological resources as defined in Section 21083.2(g).

Given the historic and prehistoric proximity of an extensive marsh to the northwest at the intersection of Potrero Avenue and Twenty-Second Street; two 19th century prehistoric shellmound sites north of the Precita Creek marshlands; and the geoarcheologically identified paleosol (Colma Formation) land surface that extends throughout at least portions of both the garage expansion and research building C-APE, there is a reasonable likelihood that Holocene period prehistoric deposits may be present within the C-APE. There is also moderate likelihood that historical archeological features may be present within the garage expansion C-APE associated with the railway and maintenance yard whose legal significance (National Register/California Register-eligibility) cannot be determined in the absence of preparation of a research design. Domestic archeological deposits may also be within the C-APE of the eastern half of the research building associated with 19th century households occupying the dwellings/flats along former San Bruno Avenue and Vermont Street.

Excavation, grading, and the movement of heavy construction vehicles and equipment could expose and cause impacts to prehistoric and historical archeological resources, which would be a significant impact. Regarding the scientific values as archeological resources, implementation of Mitigation Measure CP-2 (Archeological Research Design, Testing and Evaluation Plan, Archeological Monitoring Program and/or Archeological Data Recovery Program) would reduce this impact to less than significant. Mitigation Measure CP-2 would formalize UCSF and the City's commitment to conduct archeological testing and monitoring (as well as data recovery, if warranted), and would require that archeological testing and monitoring program be consistent with the City's standard protocols.

Mitigation Measure CP-2: Archeological Research Design, Testing and Evaluation Plan, Archeological Monitoring Program and/or Archeological Data Recovery Program.

Archeological Research Design, Testing, and Evaluation Plan. Because archeological resources may be present within the C-APE for both the B/C Lot and the parking garage expansion site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on archeological resources.

UCSF shall retain the services of an archeological consultant to prepare and implement an Archeological Research Design, Testing, and Evaluation Plan (ARDTEP) prior to project construction of the research building. The City shall similarly retain the services of an

archeological consultant to prepare and implement a separate ARDTEP prior to construction of the parking garage expansion.

Each ARDTEP will guide fieldwork and help to determine if identified archeological remains qualify as significant. Each ARDTEP shall be prepared by professionals who meet the Secretary of the Interior's Professional Qualifications Standards in historical archeology, prehistoric archeology, and history (36 CFR Part 61)³, and shall be reviewed and approved by UCSF for the research building site and the City's Environmental Review Officer (ERO) for the garage expansion site.

Each ARDTEP shall address and ensure the following: (1) a geoarcheological landscape approach to identify potential presence of paleosols that may have provided living surfaces for prehistoric populations; (2) the appropriateness of specific protocols for the identification and evaluation of paleosol deposits; (3) the full exposure, documentation, and recordation of the former residences, businesses, and hospital related outbuildings; and (4) appropriate field investigation strategies for the identification and evaluation of other types of historical archeological deposits and/or features (e.g., burned structural/building contents debris, artifact filled privies, etc.).

At a minimum, the *research design* component of each ARDTEP shall contain the following sections:

- Introduction and Purpose
- Project Location and Description
- Regulatory Context
- Methods and Sources
- Holocene Landscape Evolution
- Prehistory and Ethnography
- History
- Previous Archeological Research
 - Prehistoric Archeology
 - Historical Archeology
- Archeological Research Design
- Geoarcheology
- Archival and Oral History Research
 - Block Histories by Address
- Research Context: Prehistoric Archeology
 - Research Themes and Issues
 - Data Requirements
 - Property Types: Prehistoric Archeology
 - Archeological Sensitivity: Prehistoric
- Research Context: Historical Archeology
 - Research Themes and Issues
 - Data Requirements

³ Secretary of the Interior. Standards and Guidelines for Archeology and Historic Preservation, Professional Qualifications Standards.

- Property Types: Historical Archeology
- Archeological Sensitivity: Historical Archeology

At a minimum, the *testing component* of each ARDTEP will contain the following sections:

- Introduction and Purpose
- Test Areas and their Potential Significance Fieldwork Methods
- Hazardous Materials, Health, and Safety
- Treatment of Human Remains and Burial Goods Public Involvement
- Laboratory Work
 - Laboratory Methods
- Archeological Evaluation Plan: Evaluation Procedures and Criteria Integrity
- Infield Evaluation Post-field Evaluation
- Reporting and Dissemination of Results
 - Public Outreach
- Curation

Each ARDTEP will be used to inform decisions regarding project design, and will be carried out prior to project construction.

At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to UCSF for the research building site and the City or its designated representative for the garage expansion site. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, UCSF and the City or its designated representative in consultation with the archeological consultant shall determine if additional measures are warranted for each respective site. Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of UCSF for the research building site and the City or its designated representative for the garage expansion site. If UCSF determines that a significant archeological resource is present on the research building site, or the City or its designated representative determines that a significant archeological resource is present on the garage expansion site, and that the resource could be adversely affected by the proposed project, at the discretion of UCSF or the City either:

- A. The proposed research building or garage expansion shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or
- B. A data recovery program shall be implemented, unless UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.

Consultation with Descendant Communities. On discovery of an archeological site⁴ associated with descendant Native Americans, the Overseas Chinese, or other descendant

⁴ By the term “archeological site” is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.

group on the research building site or garage expansion site, an appropriate representative⁵ of the descendant group and UCSF (for the research building site) and the City or its designated representative (for the garage expansion site) shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the sites and to consult with UCSF regarding the research building site, and the City or its designated representative for the garage expansion site, regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report shall be provided to the representative of the descendant group.

Archeological Monitoring Program. If UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented, the archeological monitoring program for each respective site shall minimally include the following provisions:

- The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall meet and consult on the scope of the archeological monitoring program (AMP) reasonably prior to any project-related soils disturbing activities commencing. UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context;
- The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource;
- The archeological monitor(s) shall be present on each respective project site according to a schedule agreed upon by the archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) until UCSF or the City or its designated representative has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits;
- The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis;
- If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to

⁵ An "appropriate representative" of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America. An appropriate representative of other descendant groups should be determined in consultation with the Department archeologist.

temporarily redirect demolition/excavation/pile driving/ construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). The archeological consultant shall immediately notify UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to UCSF or the City or its designated representative, respectively.

Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site).

Archeological Data Recovery Program. If UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant determines that an archeological data recovery program shall be implemented, the archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.

The scope of the ADRP shall include the following elements:

- *Field Methods and Procedures.* Descriptions of proposed field strategies, procedures, and operations.
- *Cataloguing and Laboratory Analysis.* Description of selected cataloguing system and artifact analysis procedures.
- *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies.
- *Interpretive Program.* Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.

- *Security Measures.* Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- *Final Report.* Description of proposed report format and distribution of results.
- *Curation.* Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Human Remains and Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site), and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.

Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.

Once approved by UCSF (for the research building site) or the City or its designated representative (for the garage expansion site), copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR (for the garage expansion site) along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the City or its designated representative may require a different final report content, format, and distribution than that presented above for the garage expansion site.

Significance after Mitigation: Less than Significant.

Impact CP-3: Construction of the proposed project could disturb any human remains, including those interred outside of formal cemeteries. (Potentially Significant)

Based on the background research and geological assessment, there is generally a low potential for project construction to uncover human remains. Although no known human burials have been identified within the project C-APE, the possibility of encountering human remains cannot be entirely discounted. Earth-moving activities associated with project construction could result in direct impacts on previously undiscovered human remains.

If encountered, the treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws, including immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98).

UCSF (for the research building site) or the City (for the garage expansion site) would be required to retain a qualified archeological consultant, who in conjunction with UCSF (for the research building site) or the City (for the garage expansion site) and the MLD, shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, curation, possession, and final disposition of the human remains and associated or unassociated funerary objects.

These requirements are consistent with provisions listed in Mitigation Measure CP-2, Archeological Research Design, Testing and Evaluation Plan, Archeological Monitoring Program and/or Archeological Data Recovery Program.

Because the project would be required to comply with the regulations described above and to implement the measures specified under those regulations, impacts related to disturbance of human remains would be less than significant.

Significance after Mitigation: Less than Significant

Impact CP-4: Construction of the proposed project could cause a substantial adverse change in the significance of a tribal cultural resource as defined in PRC Section 21074. (Potentially Significant)

CEQA Section 21074.2 requires the lead agency to consider the effects of a project on tribal cultural resources. As defined in Section 21074, tribal cultural resources are sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are listed, or determined to be eligible for listing, on the national, state, or local register of historical resources. Background research at the NWIC did not reveal recorded tribal cultural resources in the

C-APE. On January 20, 2016 UCSF sent letters to five tribes who requested information on UCSF projects in San Francisco. No responses were received. Based on the results of the background research and consultation efforts, the project would have a less than significant impact on tribal cultural resources. In the event that construction activities disturb previously unrecorded archeological sites that are also considered tribal cultural resources, inadvertent damage would be considered a significant impact. With implementation of Mitigation Measure CP-2, Archeological Research Design, Testing and Evaluation Plan, Archeological Monitoring Program and/or Archeological Data Recovery Program as described above, the proposed project would have a less-than-significant impact on previously unrecorded tribal cultural resources.

Significance after Mitigation: Less than Significant

Impact CP-5: Construction of the proposed project could directly or indirectly destroy a unique paleontological resource or site, or a unique geologic feature. (Potentially Significant)

A significant impact would occur if a project would destroy a unique paleontological resource or site, or a unique geologic feature. Based on the assessment provided above there is the potential to encounter and adversely impact paleontological resources at the research building and/or the parking garage expansion sites, which could result in a significant impact. This impact would be reduced to less-than-significant level with implementation of Mitigation Measure CP-5, Inadvertent Discovery of Paleontological Resources. This requires the contractor to stop all ground disturbance within 50 feet if a paleontological resource is encountered during excavation and to implement actions to investigate the discovery and recover the fossil remains by a qualified professional, as appropriate, before ground disturbing activities can resume.

Mitigation Measure CP-5: Inadvertent Discovery of Paleontological Resources.

The following measures shall be implemented should construction result in the accidental discovery of paleontological resources:

To reduce the potential for the proposed project to result in a significant impact on paleontological resources, UCSF (for the research building site) or the Planning Department (for the garage expansion site) shall arrange for a paleontological training by a qualified paleontologist regarding the potential for such resources to exist in the project site and how to identify such resources. The training could consist of a recorded presentation of the initial training that could be reused for new personnel. The training shall also include a review of penalties for looting and disturbance of these resources. An alert sheet shall be prepared by the qualified paleontologist and shall include the following:

1. A discussion of the potential to encounter paleontological resources.
2. Instructions for reporting observed looting of a paleontological resource; and instructions that if a paleontological deposit is encountered within a project area, all soil disturbing activities in the vicinity of the deposit shall cease and UCSF

(for the research building site) or the Planning Department (for the garage expansion site) shall be notified immediately.

3. Who to contact in the event of an unanticipated discovery.

If potential fossils are discovered by construction crews, all earthwork or other types of ground disturbance within 50 feet of the find shall stop immediately until the qualified professional paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. The paleontologist may also propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations shall be consistent with the Society of Vertebrate Paleontology 2010 guidelines and currently accepted scientific practice, and shall be subject to review and approval by UCSF (for the research building site) or the City or designee (for the garage expansion site). If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection, and may also include preparation of a report for publication describing the finds. UCSF (for the research building site) or the City (for the garage expansion site) shall be responsible for ensuring that treatment is implemented and reported. If no report is required, UCSF or the City shall nonetheless ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.

Significance after Mitigation: Less than Significant.

4.3.6.1 Cumulative Impacts

The geographic scope for potential cumulative impacts encompasses past, present, and reasonably foreseeable projects within the SFGH District, as well as those in the immediately surrounding neighborhood, that could affect cultural resources. The list of reasonably foreseeable future actions in the neighborhood surrounding the ZSFG campus is based on a review of the San Francisco Planning Department's list of active permits.

Historic Architectural Resources

The 2008 SFGH Rebuild Program EIR identified a significant and unavoidable impact to the integrity of the SFGH District resulting from the construction of the new acute care hospital (renamed the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center in 2015). The EIR stated that, "The hospital would result in the loss of the remaining few contributing landscape features, and would disrupt important visual and spatial relationships that define the SFGH District as a significant concentration of buildings united by common historical values. The proposed project would overwhelm the ordered design of the SFGH District envisioned by Newton J. Tharp as an expression of the City Beautiful Movement. For these reasons, the proposed project would result in an adverse impact that would be considered a significant impact under CEQA. While the project sponsor would implement the Architectural

Resources Mitigation Measures to reduce the severity of impacts to the architectural resources, this would not reduce the impacts to a less-than-significant level.” (San Francisco Planning Department, 2008).

The proposed research building would alter the SFGH District by introducing a new, five-story, 175,000 gsf building within the boundaries of the District, which could combine with impacts of the SFGH Rebuild Program. Implementation of Mitigation Measure CP-1 Design Guidelines for New Construction, would assure that the new facility is architecturally compatible with the character-defining features of the District, thereby reducing both the individual and cumulative impact of the proposed project to a less-than-significant level.

Reasonably foreseeable projects in the vicinity of the ZSFG campus includes relatively minor alterations primarily to smaller scale residential buildings, such as vertical and horizontal additions to single family homes, which would not be expected to have significant adverse impacts on historic architectural resources, including any which could combine with the impacts of the proposed project to form a significant cumulative impact to historic resources.

Archeological Resources, Tribal Cultural Resources, and Human Remains

As discussed in Impacts CP-2 and CP-3, excavation associated with the proposed project would have a significant impact related to the potential to encounter previously unrecorded archeological resources and/or human remains interred outside of a formal cemetery. Cumulative projects in the proposed project vicinity could also involve excavation that has the potential to encounter previously unrecorded archeological resources or human remains, which would be a potentially significant cumulative impact. The proposed project’s contribution to this impact would be cumulatively considerable.

As discussed in Impacts CP-2 and CP-3, the proposed project’s potential to encounter previously unrecorded archeological resources and human remains would be reduced to a less-than-significant level with implementation of Mitigation Measures CP-2 (Archeological Research Design, Testing and Evaluation Plan, Archeological Monitoring Program and/or Archeological Data Recovery Program) (see Impact CP-2, above, for description). These measures require that if an archeological resource may be present within the project area, UCSF or the City is required to retain the services of a qualified archeological consultant to assist in evaluating the find. With regard to the accidental discovery of human remains, in particular, the San Francisco County coroner must be notified immediately, and, in the event the coroner determined that the remains were Native American, the NAHC must be notified. Implementation of these measures would effectively avoid damage to or loss of resources, and little to no residual impact would remain after mitigation. With implementation of these mitigation measures, the project’s contribution to this cumulative impact would not be cumulatively considerable (less than significant).

As discussed in Impact CP-4, tribal cultural resources in the project area or in the vicinity have not been identified. Assuming none are identified, there would be no cumulative impact to tribal cultural resources from implementation of the proposed project.

Paleontological Resources

As discussed in Impact CP-5, the proposed project could have a significant impact related to the potential to encounter paleontological resources during excavation within Pleistocene-age alluvium, which has a high paleontological potential. Cumulative projects in the proposed project vicinity may involve excavation in the same geologic unit or other paleontologically sensitive landforms. These cumulative projects could also encounter paleontological resources during construction, which would be a potentially significant cumulative impact, and the proposed project's contribution to this impact would be cumulatively considerable.

Impact CP-5 notes that the proposed project's impacts on paleontological resources would be site-specific and limited to the project construction areas, and would be reduced to a less-than-significant level with implementation of Mitigation Measure CP-5 (Inadvertent Discovery of Paleontological Resources) (see Impact CP-5, above, for description). This measure requires UCSF at the research building site and the Planning Department at the garage expansion site ensure proper procedures are followed in the event that potentially significant resources are unearthed. Implementation of this mitigation measure would ensure that any paleontological resources encountered during construction would be recovered and appropriately managed. Implementation of this measure would effectively avoid damage to or loss of resources, and little to no residual impact would remain after mitigation. Therefore, the proposed project's contribution to this cumulative impact would not be cumulatively considerable (less than significant).

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4.4 Greenhouse Gas Emissions

4.4.1 Introduction

This section describes greenhouse gas (GHG) emissions and global climate change, the existing regulatory framework governing GHG emissions, and the potential impacts related to GHGs associated with implementation of the proposed project. The proposed research building is evaluated for consistency with plans and policies of the University of California while the parking garage expansion is evaluated for compliance with San Francisco's *Strategies to Address Greenhouse Gas Emissions*, recognized by the Bay Area Air Quality Management District (BAAQMD) as meeting the criteria of a qualified GHG Reduction Strategy.

4.4.2 Environmental Setting

4.4.2.1 Greenhouse Gas Emissions and Climate Change

Gases that trap heat in the atmosphere are referred to as greenhouse gases (GHGs) because they capture heat radiated from the sun as it is reflected back into the atmosphere, much like a greenhouse does. The accumulation of GHGs contributes to global climate change. The primary GHGs, or climate pollutants, are carbon dioxide (CO₂), black carbon, methane (CH₄), nitrous oxide (N₂O), ozone, and water vapor.

Individual development projects contribute to the cumulative effects of climate change by emitting GHGs during demolition, construction, and operational phases. While the presence of the primary GHGs in the atmosphere is naturally occurring, CO₂, CH₄, and N₂O are also emitted from human activities, accelerating the rate at which these compounds occur within the earth's atmosphere. Emissions of CO₂ are largely by-products of fossil fuel combustion, whereas CH₄ results from off-gassing associated with agricultural practices and landfills. Black carbon has emerged as a major contributor to global climate change, possibly second only to CO₂. Black carbon is produced naturally and by human activities as a result of the incomplete combustion of fossil fuels, biofuels, and biomass (Center for Climate and Energy Solutions, 2010). N₂O is a byproduct of various industrial processes. Other GHGs include hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride, and are generated in certain industrial processes. GHGs are typically reported in "carbon dioxide-equivalent" measures (CO₂e).¹

There is international scientific consensus that human-caused increases in GHGs contribute to climate change. Many impacts resulting from climate change, including sea level rise, increased fires, floods, severe storms, and heat waves, already occur and will only become more severe and costly in the future. Secondary effects of climate change likely include impacts to agriculture, the state's electricity system, and native freshwater fish ecosystems; an increase in the vulnerability of levees such as in the Sacramento-San Joaquin Delta; changes in disease vectors; and changes in habitat and biodiversity (CEC, 2012).

¹ Because of the differential heat absorption potential of various GHGs, GHG emissions are frequently measured in "carbon dioxide-equivalents," which present a weighted average based on each gas's heat absorption (or "global warming") potential.

4.4.2.2 Greenhouse Gas Emission Estimates and Energy Providers in California

The California Air Resources Board (CARB) estimated that in 2013 California produced about 459.3 million gross metric tons of CO₂e (million metric tons CO₂e) (CARB, 2015). The CARB found that transportation is the source of 37% of the state's GHG emissions, followed by industrial sources at 23%, and electricity generation (both in-state generation and imported electricity) at 20%. Commercial and residential fuel use (primarily for heating) accounted for 12% of GHG emissions. In San Francisco, motorized transportation and natural gas sectors were the two largest sources of GHG emissions, accounting for approximately 40% (2.1 million metric tons CO₂e) and 29% (1.5 million metric tons CO₂e) respectively, of San Francisco's 5.3 million metric tons CO₂e emitted in 2010 (SFDOE, 2013). Electricity consumption (building operations and transit) accounts for approximately 25% (1.3 million metric tons CO₂e) of San Francisco's GHG emissions.

Electricity in San Francisco is primarily provided by the Pacific Gas and Electricity Company (PG&E) and the San Francisco Public Utilities Commission (SFPUC). In 2010, electricity consumption in San Francisco was approximately 6.1 million megawatt-hours (MWh). Of this total, PG&E produces approximately 73% of the electricity distributed (4.5 million MWh; about 79% of San Francisco's electricity-driven GHG emissions), and the SFPUC produces approximately 14% of the electricity distributed (0.9 million MWh; about 0.01% of San Francisco's electricity-driven GHG emissions) (SFDOE, 2013).

The majority of land use projects in San Francisco, including those on the ZSFG campus, are provided power by PG&E, whose 2010 power mix was as follows: 20% natural gas, 24% nuclear, 16% eligible renewables, 16% large hydroelectric, 23% unspecified power, 1% coal, and 1% other fossil fuels (PG&E, 2010).

Muni, City buildings, and a limited number of other commercial accounts in San Francisco are provided energy by the SFPUC, which operates three hydroelectric power plants that are part of San Francisco's Hetch Hetchy water supply and distribution system. This system has the lowest GHG emissions of any large electric utility in California.

In addition, San Francisco General has its own boilers that operate as a cogeneration plant, which contribute some of the electrical load for existing facilities at the hospital.

4.4.3 Regulatory Considerations

4.4.3.1 State Regulations

Executive Orders S-3-05 and B-30-15

In 2005, Executive Order (EO) S-3-05, set forth a series of target dates by which statewide emissions of GHGs need to be progressively reduced, as follows: by 2010, reduce GHG emissions to 2000 levels (approximately 457 million metric tons CO₂e); by 2020, reduce emissions to 1990 levels (estimated at 427 million metric tons CO₂e); and by 2050 reduce emissions to 80% below 1990 levels (approximately 85 million metric tons CO₂e). As discussed in the Setting section above,

California produced 459.3 million metric tons CO₂e in 2010. In April 2015, Governor Jerry Brown issued EO B-30-15, which set an additional statewide GHG reduction target of 40% below 1990 levels to be achieved by 2030.

Assembly Bill 32 and California Climate Change Scoping Plan

In 2006, the California legislature passed Assembly Bill No. 32 (California Health and Safety Code Division 25.5, Sections 38500, *et seq.*, or AB 32), also known as the California Global Warming Solutions Act. AB 32 requires ARB to design and implement emission limits, regulations, and other measures, such that feasible and cost-effective statewide GHG emissions are reduced to 1990 levels by 2020.

Pursuant to AB 32, the ARB adopted a Scoping Plan in December 2008, outlining measures to meet the 2020 GHG reduction limits. In order to meet the goals of AB 32, California must reduce its GHG emissions by 30% below projected 2020 business-as-usual emissions levels, about 15% below 2008 levels (CARB, 2010). The Scoping Plan estimates a reduction of 174 million metric tons CO₂e from transportation, energy, agriculture, forestry, and other high global warming sectors, as shown in **Table 4.4-1**. (CARB, 2008)

**TABLE 4.4-1
GHG REDUCTIONS FROM THE AB 32 SCOPING PLAN SECTORS**

	GHG Reductions (million metric tons CO ₂ e)
GHG Reduction Measures By Sector	
Transportation Sector	62.3
Electricity and Natural Gas	49.7
Industry	1.4
Landfill Methane Control Measure (Discrete Early Action)	1
Forestry	5
High Global Warming Potential GHGs	20.2
Additional Reductions Needed to Achieve the GHG Cap	34.4
Total	174
Other Recommended Measures	
Government Operations	1-2
Methane Capture at Large Dairies	1
Additional GHG Reduction Measures:	
Water	4.8
Green Buildings	26
High Recycling/ Zero Waste	9
• Commercial Recycling	
• Composting	
• Anaerobic Digestion	
• Extended Producer Responsibility	
• Environmentally Preferable Purchasing	
Total	41.8-42.8

metric tons CO₂e = metric tons of carbon dioxide equivalent

SOURCE: CARB, 2008 and CARB, 2010

The AB 32 Scoping Plan also anticipates that local government actions will result in reduced GHG emissions because local governments have the primary authority to plan, zone, approve, and permit development to accommodate population growth and the changing needs of their jurisdictions (CARB, 2008). The Scoping Plan also relies on the requirements of Senate Bill (SB) 375 (discussed below) to align local land use and transportation planning for achieving GHG reductions.

The Scoping Plan must be updated every five years to evaluate AB 32 policies and ensure that California is on track to achieve the 2020 GHG reduction goal. In 2014, CARB released the First Update to the Scoping Plan, which builds upon the Initial Scoping Plan with new strategies and recommendations. The First Update identifies opportunities to leverage existing and new funds to further drive GHG emission reductions through strategic planning and targeted low carbon investments. This update defines CARB's climate change priorities for the next five years and sets the groundwork to reach long-term goals set forth in EO S-3-05. The update highlights California's progress toward meeting the "near-term" 2020 GHG emission reduction goals in the original 2008 Scoping Plan. It also evaluates how to align the State's "longer-term" GHG reduction strategies with other State policy priorities for water, waste, natural resources, clean energy, transportation, and land use (CARB, 2014).

Senate Bill 375

The Scoping Plan also relies on the requirements of Senate Bill 375 (SB 375), known as the Sustainable Communities and Climate Protection Act of 2008, to reduce carbon emissions from land use decisions. SB 375 requires regional transportation plans developed by each of the State's 18 Metropolitan Planning Organizations (MPOs) to incorporate a "sustainable communities strategy" (SCS) in each regional transportation plan that will then achieve GHG emission reduction targets set by CARB. For the Bay Area, the per-capita GHG emission reduction target is a 7% reduction by 2020 and a 15% reduction by 2035 from 2005 levels. The Metropolitan Transportation Commission's 2013 Regional Transportation Plan, Plan Bay Area, adopted in July 2013, is the region's first plan subject to SB 375 requirements.

Senate Bill 1078, 107, and X1-2 and Executive Order S-14-08 and S-21-09

California established aggressive Renewable Portfolio Standards under SB 1078 (Chapter 516, Statutes of 2002) and SB 107 (Chapter 464, Statutes of 2006), which require retail sellers of electricity to provide at least 20% of their electricity supply from renewable sources by 2010. EO S-14-08 (November 2008) expanded the State's Renewable Portfolio Standard from 20% to 33% of electricity from renewable sources by 2020. In September 2009, then-Governor Schwarzenegger continued California's commitment to the Renewable Portfolio Standard by signing EO S-21-09, which directed CARB to enact regulations to help California meet the Renewable Portfolio Standard goal of 33% renewable energy by 2020. (CEC, 2015)

To codify the GHG reduction goal of 33% by 2020 for energy suppliers, SB X1-2 (Chapter 1, Statutes of 2011) was signed by Governor Edmund G. Brown, Jr., in April 2011. This Renewable Portfolio Standard preempts CARB's 33% renewable sources electricity standard and applies to all electricity suppliers (not just retail sellers) in the state, including publicly owned utilities,

investor-owned utilities, electricity service providers, and community choice aggregators. All of these entities must adopt the new Renewable Portfolio Standard goals of 20% of retail sales from renewable sources by the end of 2013, 25% by the end of 2016, and 33% by the end of 2020. Eligible renewable sources include geothermal, ocean wave, solar photovoltaic, and wind, but exclude large hydroelectric (30 MW or more). Therefore, any non-hydroelectric sources of electricity provided by the SFPUC are required to be 100% renewable.

4.4.3.2 Regional and Local Regulations and Plans

Bay Area Air Quality Management District (BAAQMD)

The BAAQMD is responsible for attaining and maintaining federal and state air quality standards in the San Francisco Bay Area Air Basin (SFBAAB), as established by the federal Clean Air Act (CAA) and the California Clean Air Act (CCAA), respectively. The CAA and the CCAA require plans to be developed for areas that do not meet air quality standards, generally. The most recent air quality plan, the 2010 Clean Air Plan, includes a goal of reducing GHG emission to 1990 levels by 2020 and to 40% below 1990 levels by 2035.

In addition, the BAAQMD established a climate protection program to reduce pollutants that contribute to global climate change and affect air quality in the SFBAAB; the program includes GHG-reduction measures that promote energy efficiency, reduce vehicle miles traveled, and develop alternative energy sources. (BAAQMD, 2015)

The BAAQMD also assists lead agencies in complying with the requirements of CEQA regarding potentially adverse impacts to air quality with respect to their CEQA Air Quality Guidelines. The BAAQMD advises lead agencies to consider adopting a Greenhouse Gas Reduction Strategy capable of meeting AB 32 goals and then reviewing projects for compliance with the Greenhouse Gas Reduction Strategy. (BAAQMD, 2012) This is consistent with the approach to analyzing GHG emissions in the CEQA Guidelines, Section 15183.5.

BAAQMD CEQA Guidelines and Thresholds

In June 2010, the BAAQMD issued its CEQA Air Quality Guidelines, replacing former guidelines adopted in December 1999, and adopted new thresholds of significance to assist lead agencies in determining when potential air quality impacts would be considered significant under CEQA. Updated in May 2011, these guidelines include recommendations for analytical methodologies to determine air quality impacts and identify mitigation measures that can be used to avoid or reduce air quality impacts, including for GHGs (BAAQMD, 2011).

The *BAAQMD CEQA Guidelines* is an advisory document and local jurisdictions are not required to utilize the methodology outlined therein. The document describes the criteria that BAAQMD uses when reviewing and commenting on the adequacy of environmental documents. It recommends thresholds for use in determining whether projects would have significant adverse environmental impacts, identifies methodologies for predicting project emissions and impacts, and identifies measures that can be used to avoid or reduce air quality impacts. BAAQMD adopted new thresholds of significance (BAAQMD thresholds) on June 2, 2010, to assist lead agencies in

determining when potential air quality impacts would be considered significant under CEQA. BAAQMD also released new *CEQA Guidelines* in May 2011, which advise lead agencies on how to evaluate potential air quality impacts with the adopted new thresholds of significance.

On March 5, 2012, the Alameda County Superior Court issued a judgment finding that BAAQMD had failed to comply with CEQA when it adopted its 2010 thresholds of significance. However, in August 2013 the First District Court of Appeal issued a full reversal of the Superior Court ruling, upholding the 2010 thresholds of significance. The 2011 thresholds are based on substantial evidence provided by BAAQMD (BAAQMD, 2009), and have been accepted by the Regents of the University of California for use in this EIR.

The threshold for stationary sources is 10,000 metric tons of CO₂e per year (i.e., emissions above this level may be considered significant). For non-stationary sources, four separate thresholds have been established:

- Compliance with a Qualified Greenhouse Gas Reduction Strategy (i.e., if a project is found to be out of compliance with a Qualified Greenhouse Gas Reduction Strategy, its GHG emissions may be considered significant); or
- 1,100 metric tons of CO₂e per year (i.e., emissions above this level may be considered significant); or
- 4.6 metric tons of CO₂e per service population (SP) per year (i.e., emissions above this level may be considered significant). “Service population” is the sum of residents plus employees expected for a development project.; or
- For General Plans, 6.6 metric tons of CO₂e per service population (SP) per year (i.e., emissions above this level may be considered significant). This threshold should only be applied to general plans. Other plans, e.g. specific plans, congestion management plans, etc., should use the project-level threshold of 4.6 CO₂e/SP/year.

For quantifying a project’s GHG emissions, BAAQMD recommends that all GHG emissions from a project be estimated, including a project’s direct and indirect GHG emissions from operations. Direct emissions refer to emissions produced from onsite combustion of energy, such as natural gas used in furnaces and boilers, emissions from industrial processes, and fuel combustion from mobile sources. Indirect emissions are emissions produced offsite from energy production and water conveyance due to a project’s energy use and water consumption. BAAQMD has provided guidance on detailed methods for modeling GHG emissions from proposed projects (BAAQMD, 2012). The above stated thresholds apply only to operational emissions. To date, the BAAQMD has not adopted numeric thresholds for the assessment of construction-related emissions. Nonetheless, construction-related GHG emissions resulting from the project are estimated and disclosed in this EIR.

University of California

Policies and Plans of the UC Regents and University of California Office of the President (UCOP)

In 2007, the Chancellor of UCSF signed the *American College and University President's Climate Commitment* (ACUPCC) to complete an emissions inventory, set target dates and interim milestones for becoming climate-neutral,² take steps to reduce GHG emissions, and prepare public progress reports (American College, 2007). As an intermediate target, UCOP established the goals of reducing GHG emissions to 2000 levels by 2014; 1990 levels by 2020; and achieving climate neutrality as soon as possible after reaching the 2014 and 2020 reduction targets. More recently, UCSF committed to achieving climate neutrality by the year 2047.³ These goals pertain to Scope 1 and Scope 2 emissions of the six Kyoto greenhouse gases originating from sources specified in the ACUPCC,⁴ as well as Scope 3 emissions from business airline travel and commuting by UCSF staff and students. The Regents' policy specifies that these goals will be pursued while maintaining the primary research and education mission of the University.

As outlined in UCSF's *Climate Action Plan* of December 2009, the UC President adopted the *Policy on Sustainable Practices* in 2007, which committed UC to implementing actions intended to minimize the University's impact on the environment and reduce the University's dependence on non-renewable energy. The policy was most recently revised in June 2015, and now covers the areas of green building, clean energy, transportation, climate protection, sustainable operations, waste reduction and recycling, environmentally preferable purchasing, sustainable foodservice, and sustainable water systems. The *UC Policy on Sustainable Practices* will continue to be updated over time.⁵

In addition the *Policy on Sustainable Practices* sets the following requirements and goals relevant to GHG emissions reduction:

- Requires each campus to develop a long-term strategy for voluntarily meeting the requirements of California's Global Warming Solutions Act of 2006 (AB 32);
- Instructs campuses to aim for climate neutrality as soon as possible after achieving 2014 and 2020 reduction targets;
- Requires 20% better energy performance than Title 24 (policy maintained as Title 24 is revised) for new construction and renovations, and strives to achieve 30%;
- Requires new laboratory buildings to meet Labs21 Environmental Performance Criteria (EPC);

² Climate neutrality for UCSF is defined as the University having a net-zero impact on the Earth's climate; it will be achieved by minimizing GHG emissions as much as possible and using other measures to mitigate the remaining GHG emissions (*UCSF Climate Action Plan*, December 2009).

³ This is the current commitment made under the ACUPCC and the goal that is referenced in UCSF's Annual Progress Report to the UC Regents.

⁴ The six greenhouse gases identified in the Kyoto Protocol/ACUPCC are carbon dioxide, methane, nitrous oxide, sulfur hexafluoride, hydrofluorocarbons, and perfluorocarbons.

⁵ The current version of the Policy is available at: <http://sustainability.universityofcalifornia.edu/policy.html>

- All new construction and major renovations projects must meet a minimum standard of LEED-NC Silver and strive for LEED NC Gold when possible;
- The University will use energy efficiency retrofits to reduce system-wide energy consumption by 10% or more, from 2000 baseline, by 2014;
- Renovation projects greater than \$5 million that do not qualify for LEED-NC must be certified under LEED-CI;
- Renovation projects that require 100% equipment replacement, and 50% non-shell areas, must achieve LEED Silver at a minimum and strive for Gold;
- Each campus will submit one pilot LEED-EBOM building for certification by July 1, 2014;
- University system will provide up to 10 MW capacity of on-site renewable energy by 2014 (approximately 1 MW per UC campus);
- Develop goals for reducing transportation related GHG's and report on progress annually;
- Expand Transportation Demand Management (TDM) programs and projects;
- Divert 50% solid waste by 2008, 75% by 2012, and achieve zero waste by 2020 (defined as diverting 95% or more of municipal solid waste);
- Develop a Water Action Plan and reduce water consumption by 20% by 2020;
- All new buildings achieve at least two points in LEED NC Water Efficiency category;
- Maximize procurement of environmentally preferable products and services; and
- Purchase 20% sustainable food products by 2020.

The UC President has set a goal for UC to become carbon neutral by 2025 and purchase only clean energy (UCOP, 2013). This goal has not been formally adopted by the Regents, but UC is actively working on the President's initiative to be the first major research university to achieve carbon neutrality, involving four efforts:

- Create a shared service center, which both owns electricity-generation resources and purchases long-term forward contracts, and which will manage the supply of wholesale electricity to campuses eligible for direct access.
- Continue energy-efficient projects and expand them to include small- to medium-scale renewable energy sources at all campus sites, and seek additional funding sources for these projects.
- Effectively manage the purchase of natural gas to mitigate risk tolerance to price changes, develop renewable natural gas (biogas) and purchase biogas contracts through outside producers.
- Manage allowances and offsets; comply with California's cap-and-trade program and other environmental attribute programs; and generate new funds to support projects resulting in GHG emission reductions.

University of California, San Francisco

UCSF has a robust sustainability program covering sustainability activities across the entire campus and medical center. Through its Office of Sustainability, UCSF has created work groups addressing sustainability in the following areas, most of which have direct implications for GHG emissions: Carbon Neutrality, Zero Waste, Water Conservation, Sustainable Food, Toxics Reduction, Green Procurement, Green Buildings, and Sustainable Operations.

UCSF's Sustainability Governance consists of the Academic Senate Sustainability Committee and the Chancellor's Advisory Committee on Sustainability (CACS). The Academic Senate Sustainability Committee identifies faculty recommendations on improving sustainability at UCSF. The charge of the CACS is to:

- Annually examine UCSF's effect on the environment from a comprehensive perspective;
- Evaluate existing UCSF policies, procedures, and programs that affect the environment;
- Serve as a coordinating body for groups or individuals concerned with sustainability issues;
- Advise selected work groups in the development and implementation of UCSF's sustainability initiatives and goals; and
- Support reduction of greenhouse gas emissions to 1990 levels by 2020.

UCSF includes a Sustainability Dashboard on its Living Green web site that includes performance metrics for multiple issue areas including GHG emissions. UCSF also publishes an annual sustainability report on its web site.⁶

UCSF Climate Action Plan

As part of implementing the UC *Sustainable Practices Policy*, UCSF has developed a Climate Action Plan, a long-term strategy for voluntarily meeting the State of California's goal for reducing GHG emissions to 1990 levels by 2020, pursuant to AB 32. The Climate Action Plan also addresses the UCOP goals of reducing GHG emissions to 2000 levels by 2014; and attaining climate neutrality⁷ as soon as possible after achieving the 2014 and 2020 reduction targets. GHG emissions inventories are included for the years 1990, 2000, 2008, and 2011. The Climate Action Plan forecasts future emissions and assesses the impact of UCSF sustainability policies and programs on future GHG emissions and the prospects for achieving GHG reduction goals. The Climate Action Plan concludes that UCSF is expected to meet the goal of reducing GHG emissions to 2000 levels by 2014, but that the goal of reducing to 1990 levels by 2020 would not likely be met without the use of additional reduction measures or carbon offsets.

⁶ Annual Sustainability Reports are available on the UCSF LivingGreen web site: <http://sustainability.ucsf.edu/>

⁷ The Climate Action Plan defines climate neutrality as having a net zero impact on the Earth's climate, to be achieved by minimizing GHG emissions as much as possible and using carbon offsets or other measures to mitigate the remaining GHG emissions.

UCSF Greenhouse Gas Reduction Strategy

UCSF prepared a *GHG Reduction Strategy* in conjunction with the 2014 Long Range Development Plan (LRDP) to ensure that the LRDP is implemented in alignment with the UC *Sustainable Practices Policy*, particularly the directives on GHGs, and to fulfill the GHG reduction requirements of AB 32. The *GHG Reduction Strategy* updates UCSF's portfolio of GHG reduction strategies in categories that pertain to physical development under the LRDP. These categories include the following: campus infrastructure improvements, renewable energy facilities construction, renewable energy purchase, equipment retrofits, operational energy efficiencies, and measures that can be applied to individual projects with the goal of incrementally reducing UCSF's overall GHG emissions over the LRDP horizon.

UC Strategic Energy Plan

The UC Strategic Energy Plan (SEP) was prepared in 2008 for all UC campuses, to fulfill a goal of UC's Policy on Sustainable Practices to implement energy efficiency projects in existing buildings. The UCSF portion of the SEP analyzes energy use and GHG trends, and identifies potential energy efficiency retrofit projects at all buildings over 50,000 square feet at UCSF (primarily lighting, HVAC, commissioning and central plant measures). Energy savings, GHG emissions savings, and financial returns are estimated for hundreds of projects, which are grouped into Tier 1 (high priority) and Tier 2 (longer term planning) projects based on their energy savings and financial payback. The SEP project list is intended to be regularly updated by each campus to evaluate the feasibility of additional energy-saving measures.

Transportation Demand Management

UCSF employs an aggressive Transportation Demand Management (TDM) program that includes an extensive shuttle system, among other alternative transportation opportunities. Based on UCSF's 2013 employee commute survey, 66% of the campus population commutes by means other than driving alone. In 2011, UCSF received the Gold level award for the Best Workplace for Commuters. Key features of UCSF's existing TDM program include the following:

- 60 shuttles serving 17 locations, with over 2.3 million passengers per year
- 33 vanpools that travel as far as Sacramento and operate using the Green Road Safety System, which improves fuel consumption and safety
- 62 reserved carpool stalls at various sites
- Marin Commute Club buses with about 55 daily riders who live in Marin and Sonoma Counties to the north of San Francisco
- 18 City CarShare vehicles with dedicated parking spaces, along with 1,500 UCSF members who can use these vehicles by scheduling their use on-line
- A fleet of 43 low-emitting alternative-fuel and hybrid vehicles, including cars, shuttles, golf carts, and trucks
- 18 electric-vehicle charging stations at Parnassus Heights, Mount Zion, and Mission Bay, with plans for another 20 at Mission Bay in the Owens Street Garage and 10 at other locations

- Over 1,900 UCSF users of the ZimRide online carpool matching program
- 972 bicycle parking spaces with another 100 planned at Mission Bay, as well as bike racks on shuttles, a cyclist shower program that allows bicyclists to use UCSF showers at a discount, and other bicycle-related benefits
- Bay Area Bike Share station at Mission Bay (due to commence operation by the end of 2016), where members will have access to bicycles (and a regional network of stations) provided by the Bay Area Air Quality Management District
- More than 400 off-street motorcycle parking stalls in garages and surface parking lots
- An “emergency ride home” program to encourage use of alternative modes of transportation
- Clipper Card (public transit pass) sales at easily accessible locations, including through UCSF’s website
- Close to 1,800 UCSF employees that participate in a pretax transit program, which saved UCSF employees over \$700,000 on public transit commute costs in 2013

Annual GHG Inventory Reporting

UC *Sustainability Practices Policy* requires each campus to report a GHG emissions inventory to an independent reporting organization. UCSF reported calendar year 2008 Scope 1 and Scope 2 emissions⁸ to the California Climate Action Registry (CCAR). UCSF currently reports its annual Scope 1 and Scope 2 GHG emissions inventory to The Climate Registry (TCR). The most recent inventory reported to TCR was for calendar year 2014. UCSF emissions inventories reported to outside agencies are verified by accredited independent auditors.

Since 2008 UCSF has also been required to report its annual Scope 1 emissions from the Parnassus Heights Central Utility Plant (PCUP) to the California Air Resources Board (CARB) annually under the AB 32 Reporting Rule. UCSF tracks and reports its progress towards meeting its GHG emissions goals in its Annual Sustainability Report. The most recent inventory reported to CARB was for calendar year 2014. UCSF also reports to the UC Regents annually on its progress in meeting the goals in the UC *Sustainable Practices Policy*.⁹ The most recent Annual Report on Sustainable Practices reported is for 2015.

Local

San Francisco Greenhouse Gas Reduction Ordinance

In May 2008, the City and County of San Francisco (CCSF) adopted Ordinance No. 81-08 amending the San Francisco Environment Code to establish GHG emissions targets and departmental action plans and to authorize the San Francisco Department of the Environment to coordinate efforts to meet these targets. The City ordinance establishes the following GHG emissions reduction limits and target dates by which to achieve them: determine 1990 Citywide

⁸ For more information on UCSF’s Scope 1, Scope 2 and Scope 3 GHG emissions, see “UCSF GHG Emissions Inventory and Forecasts” later in this document.

⁹ The University of California system-wide Annual Sustainability Reports are available at: <http://sustainability.universityofcalifornia.edu/reports.html>

GHG emissions by 2008, the baseline level, with reference to which target reductions are set; reduce GHG emissions by 25% below 1990 levels by 2017; reduce GHG emissions by 40% below 1990 levels by 2025; and reduce GHG emissions by 80% below 1990 levels by 2050. The City's GHG reduction targets are consistent with—in fact, more ambitious than—those set forth in Governor Brown's recent Executive Order B-30-15 by targeting a 40% reduction by 2025 rather than a 40% reduction by 2030.

San Francisco Greenhouse Gas Reduction Strategy

San Francisco has developed a number of plans and programs to reduce the City's contribution to global climate change and to meet the goals of the City's Greenhouse Gas Reduction Ordinance. San Francisco's Greenhouse Gas Reduction Strategy documents its actions to pursue cleaner energy, energy conservation, and alternative transportation and solid waste policies. For instance, the City has implemented mandatory requirements and incentives that have measurably reduced GHG emissions including, but not limited to, increasing the energy efficiency of new and existing buildings, installation of solar panels on building roofs, implementation of a green building strategy, adoption of a zero waste strategy, a construction and demolition debris recovery ordinance, a solar energy generation subsidy, incorporation of alternative fuel vehicles in the City's transportation fleet (including buses), and a mandatory recycling and composting ordinance. The strategy also identifies 42 specific regulations for new development that would reduce a project's GHG emissions.

San Francisco's policies and programs have resulted in a reduction in GHG emissions to below 1990 levels, exceeding statewide AB 32 GHG reduction goals. San Francisco's GHG emissions in 2010 were 5.3 million metric tons CO₂e, which represents a 14.5% reduction in GHG emissions compared to 1990 levels (6.2 million metric tons CO₂e). The reduction is largely a result of reduced GHG emissions from the electricity sector, from 2.0 million metric tons CO₂e (1990) to 1.3 million metric tons CO₂e (2010), and the waste sector, from 0.5 million metric tons CO₂e (1990) to 0.2 million metric tons CO₂e (2010). (SF DOE, 2013)

4.4.4 Significance Standards

Would the project:

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

4.4.5 Analysis Methodology

GHG emissions and global climate change represent cumulative impacts of human activities and development projects locally, regionally, statewide, nationally, and worldwide. GHG emissions from all of these sources cumulatively contribute to the significant adverse environmental impacts of global climate change. No single project could generate enough GHG emissions to noticeably

change the global average temperature; instead, the combination of GHG emissions from past, present, and future projects around the world have contributed and will continue to contribute to global climate change and its associated environmental impacts.

BAAQMD has prepared guidelines and methodologies for analyzing the impacts associated with GHG emissions. These guidelines are consistent with CEQA Guidelines Sections 15064.4 and 15183.5, which address the analysis and determination of significant impacts from a proposed project's GHG emissions. CEQA Guidelines Section 15064.4 allows lead agencies to rely on a qualitative analysis to describe GHG emissions resulting from a project. CEQA Guidelines Section 15183.5 allows for public agencies to analyze and mitigate GHG emissions as part of a larger plan for the reduction of greenhouse gases and describes the required contents of such a plan. Accordingly, San Francisco has prepared its own Greenhouse Gas Reduction Strategy (described above), which the BAAQMD has reviewed and concluded that "Aggressive GHG reduction targets and comprehensive strategies like San Francisco's help the Bay Area move toward reaching the State's AB 32 goals, and also serve as a model from which other communities can learn." (BAAQMD, 2010)

Given that the City's local greenhouse gas reduction targets are more aggressive than the State and region's 2020 and 2030 GHG reduction targets and consistent with the long-term 2050 reduction targets, the City's Greenhouse Gas Reduction Strategy is consistent with the goals of EO S-3-05, EO B-30-15, AB 32, and the Bay Area 2010 Clean Air Plan. Therefore, proposed projects that are consistent with the City's Greenhouse Gas Reduction Strategy would be consistent with the goals of EO S-3-05, EO B-30-15, AB 32, and the Bay Area 2010 Clean Air Plan, would not conflict with these plans, and would therefore not exceed the GHG significance threshold.

Separate analyses are performed for the proposed research building and the proposed parking garage expansion, as the former would require the discretionary approval of the UC Regents, while the latter would require the discretionary approval of the City of San Francisco. Consequently, GHG emissions from construction and operation of the research building are quantified and compared to the BAAQMD-developed significance thresholds. Potential impacts are assessed by modeling the estimated GHG emissions generated by the construction activities and operations, using the California Emissions Estimator Model (CalEEMod) version 2013.2.2 land use emissions model, and comparing modeled emissions to the significance thresholds. Model data and additional assumptions are included in Appendix D of this EIR.

Expansion of the parking garage would contribute to annual long-term increases in GHGs that would be associated primarily with building construction. Potential retail uses of some variants also would emit GHGs. GHG emissions associated with the proposed garage expansion are quantified in the EIR analysis and compared to the BAAQMD guidelines. The analysis also determines the consistency of the garage expansion with the City's GHG Reduction Strategy.

4.4.6 Impacts and Mitigation Measures

Impact GHG-1: The proposed project and its variants would result in an increase in greenhouse gas emissions. (Potentially Significant)

Construction Sources. Construction activities would result in emissions of GHGs from the use of heavy-duty construction equipment, haul truck trips, and vehicle trips generated from construction workers traveling to and from the site. Construction-related emissions were calculated using CalEEMod for the proposed project and each of the variants, assuming completion by 2020. Phasing lengths were based on CalEEMod default estimates which are based on square footage for hospitals and medical office buildings. All model inputs and outputs are provided in Appendix D.

Table 4.4-2 presents the annual GHG emissions generated by the proposed project while **Table 4.4-3** presents a comparison of GHG emissions for the proposed project and for each of the variants. As discussed earlier, BAAQMD has not established a quantitative threshold relative to construction-related emissions. In lieu of any proposed or adopted thresholds relative to construction-related emissions, these emissions are considered significant unless best management practices are implemented to reduce GHG emissions during construction, as feasible.

**TABLE 4.4-2
ANNUAL GHG EMISSIONS FOR THE PROPOSED PROJECT**

Source	Annual CO ₂ e, Metric Tons		
	Research Building	Garage	Total
Construction (30-year amortized)	13.9	3.30	17.2
Operations			
Area Sources	0.00391	0.00579	0.0097
Energy	393	110	502
Solid Waste	6.05		6.05
Water	168		168
Generator	70.6		70.6
Mobile	183		183
Total Emissions	835	113	948
<i>BAAQMD Brightline Threshold</i>	1,100	1,100	1,100
Potentially Significant?	No	No	No
Service Population	800		800
Total Emissions per Service Population	1.0		1.2
<i>BAAQMD Efficiency Threshold</i>	4.6		4.6
Potentially Significant?	No		No

**TABLE 4.4-3
ANNUAL GHG EMISSIONS**

Condition	Annual CO ₂ e Metric Tons	Potentially Significant?
Total Emissions		
Project	948	No
Variant 1	1,022	No
Variant 2	1,028	No
Variant 3	1,102	Yes
Variant 4	835	No
<i>BAAQMD Brightline Threshold</i>	1,100	
Total Emissions per Service Population		
Project	1.2	No
Variant 1	1.3	No
Variant 2	1.3	No
Variant 3	1.4	No
Variant 4	1.0	No
<i>BAAQMD Efficiency Threshold</i>	4.6	

SOURCE: CARB CalEEMod Version 2013.2.2 and USEPA AP 42 Section 3.4

Consequently, Mitigation Measure GHG-1 is identified to ensure implementation of best management practices during construction of the proposed research building. As noted in Section 4.2, *Air Quality*, because the parking garage component of the proposed project would be funded by the City, construction activities would be subject to the City's Clean Construction Ordinance, which would require use of biodiesel fuel in off-road equipment and engines and that equipment meet or exceed Tier 2 emissions standards. Section 708 of the City's Green Building Requirements for City Buildings (San Francisco Environment Code, Chapter 7) would require preparation of a Construction and Demolition Debris Management Plan that demonstrates how a minimum of 75% of the material used in construction of the garage expansion will be diverted from landfill. Compliance with these requirements would be consistent with measures in Mitigation Measure GHG-1 and would reduce the impact to less than significant for the garage expansion.

Nonetheless, construction emissions are summed and amortized over an assumed 30-year lifespan of the project and added to operational emissions for the purposes of comparison to thresholds.

Mitigation Measure GHG-1: Construction-Related GHG Reduction Measures during Construction of Research Building.

The following BAAQMD-suggested measures shall be implemented during demolition and construction activities related to the research building:

- Use alternative fueled (e.g., biodiesel, electric) construction vehicles/equipment where feasible;

- Use locally sourced building materials for at least 10% of overall materials brought to site; and
- Recycle or reuse at least 50% of construction waste or demolition materials.

Significance after Mitigation: Less than Significant. Implementation of Mitigation Measure GHG-1 would ensure that UCSF and its contractors employ feasible, effective measures to reduce GHG emissions during demolition and construction activities of the research building. This mitigation measure would therefore reduce this potential impact to less than significant.

Area, Energy, and Indirect Sources. Operational GHG emissions associated with the proposed project and its variants would result from electrical and natural gas usage, water and wastewater transport, and solid waste generation. GHG emissions from electrical usage are generated when energy consumed by UCSF is generated by the non-renewable resources of an electrical supplier such as PG&E. GHG emissions from natural gas are direct emissions resulting from on-site combustion for heating and other purposes. GHG emissions from water and wastewater transport are also indirect emissions resulting from the energy required to transport water from its source, and the energy required to treat wastewater and transport it to its treated discharge point. Solid waste-related emissions are generated when the increased waste generated by the project is disposed in a landfill where it decomposes, producing methane gas.¹⁰

GHG emissions from electrical usage, natural gas combustion, mobile transportation, water and wastewater conveyance, and solid waste were estimated using the CalEEMod model, and are presented in Table 4.4-2. The default GHG emissions factor for PG&E was adjusted to reflect future reductions envisioned by PG&E¹¹, which is a conservative estimate because while power to the expanded garage would be supplied by PG&E, SFPUC supplies electrical power to the ZSFG facilities and has a lower emission factor due to the high percentage of renewable energy within its portfolio. Electrical and natural gas emissions also assume compliance with UCSF policy to achieve a 20% energy reduction beyond Title 24 requirements. Energy emissions include a component from natural gas combustion for space and water heating of the proposed research building. These emissions would be reported by UCSF in its annual inventory. If UCSF purchases steam from the ZSFG central utility plant, then minor increased emissions could be generated at the ZSFG central utility plant, which is under the permit control of ZSFG, not UCSF, and those GHG emissions would be reported by ZSFG pursuant to its federal Title V permit.

Mobile Emission Sources

One of the sources of operational emissions would be increased vehicle emissions from additional staff, patients, visitors and residents. Traffic volumes used to estimate vehicle-related emissions were derived from the Transportation Demand Analysis prepared for the project and its variants (Fehr & Peers, 2015). Implementation of the proposed project would generate an estimated 196 net new daily vehicle trips. Project variants that include the retail option would generate an additional 98 net new daily vehicle trips. GHG emissions from motor vehicle sources were

¹⁰ CH₄ from decomposition of municipal solid waste deposited in landfills is counted as an anthropogenic (human-produced) GHG. (USEPA, 2006).

¹¹ PG&E, Greenhouse Gas Emission Factors: Guidance for PG&E Customers, November 2015.

calculated using the CalEEMod. Table 4.4-2 includes the incremental mobile source GHG emissions associated with the project.

As shown in Table 4.4-2, the sum of both direct and indirect GHG emissions¹² resulting from the proposed project, would result in an estimated 948 metric tons CO₂e per year. Applying a service population of 800 persons associated with the project results in emissions of approximately 1.2 metric tons CO₂e/SP per year. This is below the service population threshold of 4.6 metric tons CO₂e/SP per year and operational GHG emissions associated with the proposed project would therefore be a less than significant impact. While Variant 3 would have GHG emissions exceeding the 1,100 metric tons per year bright-line threshold, it would not exceed the 4.6 metric tons CO₂e/SP per year operational threshold.

Impact GHG-2: The proposed project and its variants would not conflict with the AB32 Scoping Plan, the UCSF Climate Action Plan, the UCSF GHG Reduction Strategy, or the City of San Francisco's GHG Reduction Strategy. (Less than Significant)

Consistency with Assembly Bill 32 and the State of California Climate Change Scoping Plan

The State of California's Climate Change Scoping Plan identifies 39 Recommended Actions (qualitative measures) to address climate change. Of the 39 measures identified, those that would be considered to have the greatest potential applications to the proposed project would be those actions related to electricity and natural gas use (E), and green building design (GB).

Scoping Plan Actions E-1 and GB-1 together aim to reduce electricity demand by increased efficiency of Utility Energy Programs and adoption of more stringent building and appliance standards. Elements of this action include encouraging construction of zero net energy (ZNE) buildings and implementation of passive solar design.

The proposed research building would be designed to meet certain criteria established by UCSF, including the requirement that all new construction and major renovations projects meet a minimum standard of LEED-NC Silver as well as a UC-imposed goal of achieving a 20% reduction in building energy demand beyond Title 24 requirements. Achievement of such an energy reduction would demonstrate that the proposed research building would be highly energy, waste and water-efficient.

Consequently, the proposed research building would implement a variety of green building design measures and use renewable energy sources and would therefore be consistent with the Recommended Actions of the Climate Change Scoping Plan adopted by CARB to achieve the goals of AB 32.

The UCSF *GHG Reduction Strategy* includes GHG reduction measures that, if fully implemented, would achieve an emissions reductions target that is consistent with and supports the state-

¹² CO₂e in all calculations include CO₂, CH₄ and N₂O.

mandated reduction target embodied in AB 32. This includes a requirement for new laboratory buildings to achieve a LEED™-NC “Gold” rating or higher as well as to meet Labs21 Environmental Performance Criteria. These requirements would apply to the proposed research building. Therefore, implementation of the construction and operation of the proposed research building would not conflict with the GHG reduction measures identified in CARB’s AB 32 Scoping Plan.

Consistency with Policies and Plans of the UC Regents and University of California Office of the President (UCOP)

In 2007, the Chancellor of UCSF signed the *American College and University President’s Climate Commitment* (American College and University, 2007) to complete an emissions inventory, set target dates and interim milestones for becoming climate-neutral,¹³ take steps to reduce GHG emissions, and prepare public progress reports.

As outlined in UCSF’s *Climate Action Plan* of December 2009, UC adopted the President’s *Policy on Sustainable Practices* in 2007, which committed UC to implementing actions intended to minimize the University’s impact on the environment and reduce the University’s dependence on non-renewable energy. The policy was most recently revised in June 2015, and now covers the areas of green building, clean energy, transportation, climate protection, sustainable operations, waste reduction and recycling, environmentally preferable purchasing, sustainable foodservice, and sustainable water systems.

UCSF developed its *GHG Reduction Strategy* to establishing campus-wide GHG emissions targets for 2020 that are consistent with UC Policy on GHG emissions. As discussed above, the Strategy includes a requirement for new laboratory buildings to achieve a LEED™-NC “Gold” rating or higher as well as to meet Labs21 Environmental Performance Criteria. These requirements would apply to the proposed research building. Therefore, implementation of the construction and operation of the proposed research building would not conflict with policies and plans of the UC Regents or UCOP.

Consistency of the Parking Garage Expansion with the City of San Francisco GHG Reduction Strategy

The proposed parking garage expansion would increase the intensity of use of the site primarily by increasing the power demand for additional lighting. Construction activities would also result in temporary increases in GHG emissions.

The proposed parking garage expansion would be subject to and required to comply with several regulations adopted to reduce GHG emissions as identified in the City of San Francisco’s GHG Reduction Strategy. The regulations that are applicable to the proposed garage expansion include the Street Tree Planting Requirements for New Construction, and SF Green Building Requirements for Energy Efficiency, which would promote energy and water efficiency, thereby

¹³ Climate neutrality for UCSF is defined as the University having a net-zero impact on the Earth’s climate; it will be achieved by minimizing GHG emissions as much as possible and using other measures to mitigate the remaining GHG emissions (*UCSF Climate Action Plan*, December 2009).

reducing the proposed garage expansion's energy-related GHG emissions.¹⁴ Additionally, the garage expansion would be required to meet the renewable energy criteria of the Green Building Code, further reducing the project's energy-related GHG emissions.

Compliance with the City's Street Tree Planting requirements would serve to increase carbon sequestration. Regulations requiring low-emitting finishes would reduce volatile organic compounds (VOCs).¹⁵ Thus, the proposed project was determined to be consistent with San Francisco's GHG reduction strategy.¹⁶

The garage expansion sponsor is required to comply with these regulations, which have proven effective as San Francisco's GHG emissions have measurably decreased when compared to 1990 emissions levels, demonstrating that the City has met and exceeded EO S-3-05, AB 32, and the *Bay Area 2010 Clean Air Plan* GHG reduction goals for the year 2020. Other existing regulations, such as those implemented through AB 32, will continue to reduce a proposed project's contribution to climate change. In addition, San Francisco's local GHG reduction targets are consistent with the long-term GHG reduction goals of EO S-3-05, EO B-30-15, AB 32, and the *Bay Area 2010 Clean Air Plan*. The proposed garage expansion was determined to be consistent with San Francisco's GHG Reduction Strategy through completion of the required GHG Compliance Checklist Table for Municipal Projects for the proposed ZSFG City Parking Garage Expansion. The checklist was completed by the Department of Public Health.¹⁷

Therefore, because the proposed parking garage expansion is consistent with the City's GHG reduction strategy, it is also consistent with the GHG reduction goals of EO S-3-05, EO B-30-15, AB 32, and the *Bay Area 2010 Clean Air Plan*, would not conflict with these plans, and would therefore not exceed San Francisco's applicable GHG threshold of significance. As such, the proposed parking garage expansion would result in a less-than-significant impact with respect to GHG emissions. No mitigation measures are necessary.

Mitigation: None required.

¹⁴ Compliance with water conservation measures reduce the energy (and GHG emissions) required to convey, pump and treat water required for the project.

¹⁵ While not a GHG, VOCs are precursor pollutants that form ground level ozone. Increased ground level ozone is an anticipated effect of future global warming that would result in added health effects locally. Reducing VOC emissions would reduce the anticipated local effects of global warming.

¹⁶ San Francisco Planning Department, *Greenhouse Gas Analysis: Compliance Checklist for City Parking Garage Expansion at ZSFG*. January 19, 2016.

¹⁷ *Greenhouse Gas Analysis: Compliance Checklist*. January 19, 2016. This document is included in Appendix E.

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4.5 Land Use and Planning

4.5.1 Introduction

This section addresses the consistency of the proposed project with applicable land use plans, policies, and regulations of agencies with jurisdiction over the project site.

4.5.2 Environmental Setting

ZSFG is located in the Mission district, bordering the western portion of the Potrero Hill neighborhood (see Figure 1, Project Site). The ZSFG campus is approximately 24 acres and covers 1.5 city blocks. The campus is bounded by U.S. Highway 101 (U.S. 101) to the north and east, Twenty-Third Street to the south and Potrero Avenue to the west. The area immediately surrounding ZSFG is primarily residential with some neighborhood-serving commercial activity on the ground floor, especially along Twenty-Fourth Street.

A new acute care hospital will replace existing inpatient facilities in the Main Hospital building (Building 5). The new hospital (Building 25), completed in 2015, is nine stories tall, including seven stories above grade and two basement levels. The new hospital connects to the existing Main Hospital building at the ground level and at the second floor. Patient move-in is planned for spring 2016.

4.5.3 Regulatory Considerations

Pursuant to the University of California's constitutional autonomy, development and uses on property owned or leased by the University that are in furtherance of the University's educational purposes are not subject to local land use regulation. However, UCSF reviews local land use policies as planning guidelines and includes those policies that are germane to the analysis of land use impacts in this EIR.

In 1987, the City and UCSF entered into a *Memorandum of Understanding* (MOU) to foster harmonious relations between the City and UCSF regarding the growth and development of UCSF facilities within the City's boundaries. The MOU describes the responsibilities of the City and UCSF for the oversight of their respective land uses and the development, maintenance and use of physical facilities, including methods of communication and consultation regarding UCSF's proposed development.

UCSF also has partnered with its neighbors to prepare *Community Planning Principles*. These Principles formalize UCSF's commitment to communicate with neighbors regarding its space needs and potential future development, in order to identify potential community concerns that may arise from UCSF's physical development prior to the time that individual projects are brought forward for approval. The *Community Planning Principles* are intended to aid UCSF in both complementing and advancing the planning priorities of the City and of its campus neighbors. The Principles apply to UCSF's development throughout San Francisco.

UCSF consults with the City when planning new development, especially if improvements are being proposed within City rights-of-way adjacent to campus sites. In addition, it is UCSF's intent to adhere substantially, to the extent practicable, to City zoning codes related to building use, height, and bulk limitations; floor area ratios; and parking requirements or restrictions for the purpose of ensuring compatibility with surrounding areas.

The project and Variants 1-3 would include an expansion of the existing ZSFG parking garage. The proposed parking structure expansion would be developed by the Parking Authority, which owns the site and the parking structure. Therefore, the parking garage expansion and its variants would be subject to the City's land use regulations.

4.5.3.1 San Francisco General Plan

The *San Francisco General Plan* provides general policies and objectives to guide land use decisions and includes policies that relate to environmental issues. Although the University is constitutionally exempt from land use regulation by local agencies when using its properties to further its educational mission, the University strives to be substantially consistent with local policies where feasible. The parking garage expansion would be subject to General Plan policies and regulations as a City-owned site and structure.

The General Plan contains 10 elements (Commerce and Industry, Recreation and Open Space, Housing, Community Facilities, Urban Design, Environmental Protection, Transportation, Air Quality, Community Safety, and Arts) that set forth goals, policies and objectives for the physical development of the City. Two General Plan elements that are particularly applicable to the parking garage component of the proposed project are the Urban Design and Transportation elements. The Urban Design Element focuses on the physical character and order of the City, and is concerned both with development and preservation. The Urban Design Element also seeks to protect public views of open space and water bodies, and protect and enhance the aesthetic character of San Francisco. Objectives and policies that are relevant to the proposed parking garage expansion include the following:

Objective 3: Moderation of major new development to complement the city pattern, the resources to be conserved, and the neighborhood environment.

Policy 3.1: Promote harmony in the visual relationships and transitions between new and older buildings.

Policy 3.2: Avoid extreme contrasts in color, shape and other characteristics which will cause new buildings to stand out in excess of their public importance.

Policy 3.5: Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development.

Policy 3.6: Relate the bulk of buildings to the prevailing scale of development to avoid an overwhelming or dominating appearance in new construction.

Objective 4: Improvement of the neighborhood environment to increase personal safety, comfort, pride and opportunity.

Policy 4.15: Protect the livability and character of residential properties from the intrusion of incompatible new buildings. (The following elaborates on this policy: “Human scale can be retained if new buildings, even large ones, avoid the appearance of massiveness by maintaining established building lines and providing human scale at their lower levels through use of texture and details. If the ground level of existing buildings in the area is devoted to shops, then new buildings should avoid breaking the continuity of retail space.”)

The Transportation Element of the General Plan provides policies and objectives related to transportation, congestion management, circulation, transit, alternative modes of transit (bicycles and walking), parking, and movement of goods. Objectives and policies that are relevant to the proposed parking garage expansion include the following:

Objective 30: Ensure that the provision of new or enlarged parking facilities does not adversely affect the livability and desirability of the city and its various neighborhoods.

Policy 30.1: Assure that new or enlarged parking facilities meet need, locational and design criteria.

Objective 33: Contain and lessen traffic and parking of institutions on surrounding residential areas.

Policy 33.1: Limit the provision of long-term automobile parking facilities at institutions and encourage such institutions to regulate existing facilities to assure use by short-term clients and visitors. (The following elaborates on this policy: “Although there are some trips to institutions which are appropriately made by automobile, especially for medical appointments and hospital visits, work trips should be made by transit wherever possible.”)

Policy 33.2: Protect residential neighborhoods from the parking impacts of nearby traffic generators.

Showplace Square/Potrero Area Plan

In addition, the General Plan includes area plans that outline goals and objectives for specific geographic and community planning areas. The ZSFG campus is located within the *Eastern Neighborhoods Plan*, which was adopted in 2008. This plan also added new area plans to the General Plan, including the *Showplace Square/Potrero Area Plan*, where the ZSFG campus is located. Objectives of the plan that relate to the proposed project include: Objective 3.1, promote an urban form that reflects Showplace Square and Potrero Hill’s distinctive place in the City’s larger form and strengthens its physical fabric and character; Objective 3.2, promote an urban form and architectural character that supports walking and sustains a diverse, active and safe public realm; Objective 4.3, establish parking policies that improve the quality of neighborhoods and reduce congestion and private vehicle trips by encouraging travel by non-auto modes; Objective 4.6, support walking as a key transportation mode by improving pedestrian circulation within Showplace Square/Potrero Hill and to other parts of the City; and Objective 4.9, facilitate movement of automobiles by managing congestion and other negative impacts of vehicle traffic.

ZSFG Institutional Master Plan

All medical and post-secondary educational institutions in San Francisco must file an Institutional Master Plan (IMP) with the San Francisco Planning Department per Section 304.5 of the Planning Code. IMPs provide notice and information to the Planning Commission, other government agencies, and the public regarding future development plans; enable the institution to make modifications in response to comments prior to advanced planning decisions; and provide public agencies and the public with information that may help guide land use decisions. Following the Planning Commission's acceptance of an IMP, an institution must submit updates to the Zoning Administrator every two years. The Department of Public Health submitted the latest ZSFG IMP revision to the Planning Department in June 2015. Information regarding the proposed research building and parking garage expansion is included in this IMP Update.

4.5.3.2 San Francisco Planning Code

The San Francisco Planning Code regulates development in the City by prescribing the permitted uses and development standards consistent with the land use designations and policies in the *San Francisco General Plan*. The San Francisco Zoning Map defines the locations and boundaries of zoning use, building height and bulk limit districts. Zoning in San Francisco generally consists of multiple layers of districts. Use Districts are the base zoning districts that prescribe permitted land uses and most development standards (except height and bulk). Height and Bulk Districts are mapped separately from Use Districts and prescribe the permitted height and bulk of buildings. In some instances, on top of the Use Districts and Height and Bulk Districts, Special Use Districts (SUDs) are mapped to address particular issues for targeted areas; SUDs provide controls that supersede some or all of the underlying Use Districts to meet certain goals.

4.5.3.3 City of San Francisco Zoning

The ZSFG campus site, including the B/C Lot and the parking garage, are located in the City's P (Public) Zoning District. P Districts refer to land owned by a governmental agency that is in public use, including open space. Residential blocks located south of the B/C Lot and surrounding the parking garage are designated as Residential House District, Two-Family (RH-2) and Three-Family (RH-3), and Residential Mixed, Low Density (RM-1). Residential house districts are intended to recognize, protect, conserve and enhance residential areas characterized by limited scale in terms of building width and height. Neighborhood Commercial Transit (NCT - 24th Street-Mission) is located along Twenty-Fourth Street between San Bruno Avenue and Potrero Avenue. NCT Districts are transit-oriented moderate- to high-density mixed-use neighborhoods of varying scale concentrated near transit services. These districts support neighborhood-serving commercial uses on lower floors and housing above. This mixed-use district provides convenience goods to its immediate neighborhood as well as comparison shopping goods and services to a wider trade area. The street has a great number of Latin American restaurants, grocery stores, and bakeries as well as other gift and secondhand stores. Most commercial businesses are open during the day while the district's bars and restaurants are also active in the evening.

The B/C Lot is located within the 105-E Height and Bulk District while the parking garage is in the 40-X district. The “E” designation limits floor plans above 65 feet to a maximum plan length of 110 feet and a maximum diagonal plan dimension of 140 feet. The “X” designation permits all floors of structures to cover the entire building footprint.

4.5.3.4 Other San Francisco Plans and Policies

Development of the ZSFG campus is subject to other plans, objectives, and policies of San Francisco, including the Sustainability Plan, the Climate Action Plan, Better Streets Plan, Bicycle Plan and other adopted City policies such as the Transit First Policy and Proposition M—The Accountable Planning Initiative. Development on the ZSFG campus is also regulated by the ZSFG Institutional Master Plan.

Policy conflicts do not, in and of themselves, constitute a significant environmental impact and are considered to be environmental impacts only when they would result in direct physical effects. Therefore, land use policies are discussed in this section for informational purposes only. All other associated physical impacts are discussed in this EIR in specific topical sections such as the air quality, noise, and transportation sections.

The consistency of the proposed project with applicable plans and policies that do not directly relate to physical environmental issues will be considered by decision-makers as part of their decision whether to approve or disapprove the proposed project. The project cannot be approved if it is not generally consistent with adopted plans and policies. Policy conflicts are considered to be environmental impacts only when they would result in direct physical impacts.

Sustainability Plan and Climate Action Plan

In 1993, the San Francisco Board of Supervisors established the Commission on San Francisco’s Environment, charged with, among other things, drafting and implementing a plan for San Francisco’s long-term environmental sustainability. The goal of the *San Francisco Sustainability Plan* is to enable the City and its people to meet their present needs without sacrificing the ability of future generations to meet their own needs.

The *Climate Action Plan for San Francisco: Local Actions to Reduce Greenhouse Emissions* is a local action plan that examines the causes of global climate change and human activities that contribute to global warming, provides projections of climate change impacts on California and San Francisco based on recent scientific reports, presents estimates of San Francisco’s baseline greenhouse gas emissions inventory and reduction targets, and describes recommended actions for reducing the City and County’s greenhouse gas emissions.

The proposed garage expansion is reviewed against the City’s Greenhouse Gas Reduction Strategy in Section 4.4, Greenhouse Gas Emissions. As explained in Section 4.4, this strategy documents the City’s actions to pursue cleaner energy, energy conservation, alternative transportation, and solid waste policies. Adherence to the strategy would ensure that the garage expansion would not conflict with the sustainability plan or climate action plan.

Better Streets Plan

The *Better Streets Plan* focuses on creating a positive pedestrian environment through measures such as careful streetscape design and traffic calming measures to increase pedestrian safety. The *Better Streets Plan* includes guidelines for the pedestrian environment, which it defines as the areas of the street where people walk, sit, shop, play, or interact. Generally speaking, the guidelines are for design of sidewalks and crosswalks; however, in some cases, the *Better Streets Plan* includes guidelines for certain areas of the roadway, particularly at intersections.

Bicycle Plan

The *San Francisco Bicycle Plan*, completed in 2009, describes a City program to provide the safe and attractive environment needed to promote bicycling as a transportation mode. The *San Francisco Bicycle Plan* identifies the citywide bicycle route network, and establishes the level of treatment (i.e., Class I, Class II or Class III facility) on each route. The *San Francisco Bicycle Plan* also identifies near-term improvements as well as policy goals, objectives and actions to support these improvements. It also includes long-term improvements, and minor improvements that would be implemented to facilitate bicycling in San Francisco.

Current on-street bicycle facilities in the vicinity of the ZSFG campus, as designated by the 2013 San Francisco Bikeway Network Map, include the following: Bicycle Route 25 (Class II), which runs north-south along Potrero Avenue between Seventeenth and Twenty-Fifth streets; Bicycle Route 44 (Class III), which runs east-west along Twenty-Second Street between Potrero Avenue and Chattanooga Street; and Bicycle Route 525 (Class III), which runs east-west along Twenty-Third Street between Potrero Avenue and Kansas Street. The *San Francisco Bike Plan* includes planned short-term improvements to Bicycle Route 525. These improvements include the striping of Class II bicycle lanes on Twenty-Third Street between Potrero Avenue and Kansas Street.

Transit First Policy

The City of San Francisco's *Transit First* policy, adopted by the Board of Supervisors in 1973 and contained within Section 8A.115 of the City Charter, was developed in response to the damaging impacts over previous decades of freeways on the City's urban character. The policy is aimed at restoring balance to a transportation system long dominated by the automobile, and improving overall mobility for residents and visitors whose reliance chiefly on the automobile would result in severe transportation deficiencies. It encourages multi-modalism, the use of transit, and other alternatives to the single-occupant vehicle as modes of transportation, and gives priority to the maintenance and expansion of the local transit system and the improvement of regional transit coordination.

Accountable Planning Initiative

In November 1986, the voters of San Francisco approved Proposition M, the Accountable Planning Initiative, which added Section 101.1 to the Planning Code to establish eight Priority Policies. The Priority Policies provide general policies and objectives to guide certain land use decisions and generally relate to physical environmental issues:

- Preservation and enhancement of neighborhood-serving retail uses;
- Protection of neighborhood character;
- Preservation and enhancement of affordable housing;
- Discouragement of commuter automobiles;
- Protection of industrial and service land uses from commercial office development and enhancement of resident employment and business ownership;
- Maximization of earthquake preparedness;
- Landmark and historic building preservation; and,
- Protection of open space.

Prior to issuing a permit for any project which requires an EIR under CEQA, and prior to issuing a permit for any demolition, conversion, or change of use, and prior to taking any action which requires a finding of consistency with the General Plan, the City is required to find that the proposed project or legislation is consistent with the Priority Policies. As with policies in the General Plan, Priority Policies may conflict with one another, depending on the project; decision-makers, in considering whether to approve the proposed project, would need to assess whether the project, on balance, is consistent with the applicable Priority Policies when adopting the necessary findings.

4.5.4 Significance Standards

Would the project:

- a) Physically divide an established community?
- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?
- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?
- d) Have a substantial impact upon the existing character of the vicinity?
- e) Conflict with local land use regulations such that a significant incompatibility is created with adjacent land uses?

4.5.5 Analysis Methodology

The examination of land use impacts is based on information obtained from UCSF; review of published environmental documentation and land use studies of the ZSFG campus site; and review of documents pertaining to land use published by the City of San Francisco, including applicable elements of the General Plan. The analysis discusses whether the proposed project and variants would be consistent with applicable land use plans and policies that were adopted for the purpose of avoiding or mitigating an environmental effect. Land use policies are policies that

pertain to the type, location and physical form of new development. For this analysis, policies “adopted for the purpose of avoiding or mitigating an environmental effect” are considered those that, if implemented and adhered to, would avoid or mitigate physical impacts on the environment. For each potential impact, the analysis compares the impact to the standards of significance listed above and determines the impact’s level of significance under CEQA.

4.5.6 Issues Adequately Addressed in the Initial Study

After evaluation of the proposed project, the Initial Study concluded that neither the proposed project nor variants would physically divide an established community or conflict with any applicable habitat conservation plan or natural community conservation plan. Therefore, no additional analysis of these issues is required.

4.5.7 Impacts and Mitigation Measures

Impact LU-1: The proposed project would be consistent with the applicable land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental effect, and would not conflict with local land use regulations such that a significant incompatibility is created with adjacent land uses. (Less than Significant)

Impacts of the Research Building

As noted above in Section 4.5.3, pursuant to the University of California’s constitutional autonomy, development and uses on property owned or leased by the University that are in furtherance of the University’s educational purposes are not subject to local land use regulation. Therefore, the research building that is proposed by the project (and all variants) would not be subject to land use regulation of the City of San Francisco. However, UCSF also considers the land use policies and zoning regulations of the City when analyzing potential land use impacts under CEQA.

The ZSFG campus site, including the B/C Lot where the research building would be constructed, is located in the City’s P (Public) Zoning District. P Districts refer to land owned by a governmental agency that is in public use. As noted in the Project Description, UCSF occupies nearly 300,000 gross square feet of research labs, office, and clinic space on the ZSFG campus in ten buildings. The proposed research building would allow UCSF to relocate employees currently working in seismically compromised buildings on the ZSFG campus to a new, safer structure. The proposed research building would be located within the existing boundaries of the ZSFG campus and it would be a continuation of existing institutional and medical uses on the campus. The proposed uses of the building would be consistent with campus uses and would be permitted under the P (Public Use) district.

The B/C Lot where the research building would be constructed is located within the City’s 105-E Height and Bulk District. The “E” designation limits floor plans above 65 feet to a maximum plan length of 110 feet and a maximum diagonal plan dimension of 140 feet. The City’s height and bulk districts are intended to serve a variety of urban design purposes. Generally, the height and

bulk districts seek to relate the scale of new development to existing development, in order to prevent the new development from overwhelming or dominating the City's skyline. The regulation of height and bulk is also intended to promote harmony in the visual relationships and transitions between new and existing development.

Although the research building has not yet been designed, it is anticipated to be five-stories in height, plus a mechanical penthouse. The building height would be about 80 feet to the top of the fifth story, plus an additional 12 feet to accommodate rooftop mechanical equipment. The building would be set back from adjacent streets and surrounded by landscaping. Based on this preliminary building design information, and as reflected in the conceptual bulk and height shown in Figure 4 in the *Project Description*, the research building would likely exceed the City's bulk limitations of the 105-E district. As noted above, the University is exempt from local zoning. However, UCSF strives to adhere to City zoning codes to the extent practicable in accordance with the *UCSF 2014 Long Range Development Plan (LRDP)* Objective 1: Respond to the City and Community Context. The 2014 LRDP also includes an objective (Objective 3) to ensure that its facilities are seismically safe.

As noted in Section 3.3, *Project Background and Overview*, the *UC Seismic Safety Policy* requires that UCSF employees be located in seismically safe buildings. Currently, most UCSF employees at the ZSFG campus are located in seismically compromised buildings. Therefore, in order to comply with this policy, UCSF has proposed construction of the new, seismically robust research building on the B/C Lot. To the extent feasible, UCSF would design the research building to avoid or minimize the effects of this conflict with the City's Planning Code, but it would not be possible to move UCSF employees into a seismically safe building that complies with the City's 105-E Height and Bulk District Regulations due to the amount of space needed to accommodate UCSF research programs and employees currently located in seismically compromised buildings. As noted below under Impact LU-2, the proposed research building would be compatible with adjacent land uses and would not create a significant land use impact.

Mitigation: None required.

Impacts of the Expanded Parking Garage

The existing parking garage is located in the City's P (Public) Zoning District. Expansion of the garage as proposed by the project and Variant 2 would represent a continuation of the existing, allowable use in this district. Variants 1 and 3 would substitute up to 5,000 square feet of ground floor retail space for up to 15 of the proposed new parking spaces within the garage expansion. Retail uses would be located along the Twenty-Fourth Street frontage, which would necessitate moving the main entrance to the garage from Twenty-Fourth Street to a new entrance on Utah Street. Retail uses proposed under Variants 1 and 3 would be allowed in the P (Public) district as an accessory nonpublic use in accordance with City Planning Code Section 211.1 (c). No expansion of the garage would occur under Variant 4.

The parking garage is located in the City's 40-X Height and Bulk District. The "X" designation permits all floors of structures to cover the entire building footprint. Under the project and

Variant 1, the garage expansion would occur south toward Twenty-Fourth Street on the surface parking lot portion of the garage site. The maximum allowable height of the existing parking structure as measured under the City Planning Code is 40 feet to the finish floor of the roof deck, not including the parapet, guard rails, or elevator towers. Due to the sloping topography of the garage site, this “maximum” height includes averaging at certain points of measurement. Assuming that the same building design would be used as the existing garage, the expansion under the proposed project and Variant 1 would be up to five stories above grade, which would not exceed the height of the existing garage. The new circular towers that would be constructed on the corners of Twenty-Fourth and Utah streets and Twenty-Fourth Street and San Bruno Avenue would exceed 40 feet, with the tower at Utah Street measuring approximately 60 feet above street level (CCSF, 1993). However, the overall building height would still comply with the 40-foot height limit as measured under the City Planning Code. Thus, the proposed project and Variant 1 would be consistent with the height and bulk designation of the site.

Variants 2 and 3 would add one additional floor to the garage, in addition to the horizontal expansion proposed under the project and Variant 1. The addition of a sixth floor under these two variants would exceed the underlying 40-X height restriction. Therefore, construction of Variant 2 or 3 would require a height reclassification of the garage site to conform with the City Planning Code.

The parking garage expansion under the project or Variants 1- 3 would not obviously or substantially conflict with any General Plan goals, policies, or objectives, including those of the Urban Design and Transportation Elements, or the *Showplace Square/Potrero Area Plan*. However, the garage expansion proposed under the project and Variant 2 would not include a retail component. Development of the garage under these two scenarios would contradict current City practice that seeks to activate street-level uses. Construction of the garage without ground-level retail would negatively contrast with the small-scale and neighborhood serving uses located across Twenty-Fourth Street.

The proposed project and variants would increase traffic congestion at intersections on the roadway network adjacent to the ZSFG campus. These impacts are discussed in Section 4.7, *Transportation and Traffic*, and are mitigated to the extent feasible, but were found to be significant and unavoidable. The compatibility of the proposed garage expansion with any goals, policies, and objectives that do not relate to physical and environmental issues will be considered by the City as part of their assessment whether to approve or disapprove the proposed garage expansion. Any potential conflicts identified as part of that process would not alter the physical environmental effects of the project or these variants.

Mitigation: None required.

Consistency with Other Plans

The proposed project and variants would not affect the bicycle routes on Potrero Avenue, Twenty-Second Street, or Twenty-Third Street. As stated under Section 4.7, *Transportation and Traffic*, the project would not cause a substantial conflict with bicycle facilities or otherwise

decrease the performance or safety of such facilities. The project would not conflict with the *San Francisco Bicycle Plan*. The project site is located in proximity to numerous transit routes and is easily accessible by bicycle and sidewalks. Additionally, bike storage and parking would be provided on the project site. Therefore, the project would not obviously conflict with the *Transit First* policy.

Further, the Department of Public Health submitted the latest ZSFG Institutional Master Plan (IMP) update to the Planning Department in June 2015. Information regarding the proposed research building and parking garage expansion is included in this IMP Update. The update noted that both components of the proposed project would be in conformity with the *San Francisco General Plan* or would be subject to further review as part of the EIR process, i.e., this document.

Mitigation: None required.

Impact LU-2: The proposed project would not have a substantial impact upon the existing character of the vicinity. (Less than Significant)

The proposed project and Variants 1-3 consist of a new research building and parking garage expansion on the existing ZSFG campus. The research building would be a relatively minor addition in terms of height, scale, and use to the multiple buildings that already exist on the campus, and would be constructed on an existing surface parking lot. Although the specific design of the research building is yet to be determined, it would not be expected to detract from the existing character of the ZSFG campus or surrounding neighborhood.

Impacts of the Research Building

The proposed research building would be a continuation of existing uses on the ZSFG campus, which are generally compatible with the surrounding residential, commercial, and transportation land uses. The types of existing uses on campus include general acute care, outpatient, emergency, skilled nursing, diagnostic, mental health, rehabilitation services, administration, research, and laboratory uses. These uses are consistent with the existing P (Public Use) zoning designation for the campus. Medical uses have been provided on the site of the campus since at least 1872 and these uses have co-existed with adjacent residential and commercial uses for over 143 years. Various physical changes to on-campus buildings have occurred over the history of the campus, including a rebuild of facilities in 1915, and several building additions and expansions of facilities and services since then, including the recent construction of the new hospital building (Building 25) in 2015.

As shown in Figure 3 in the *Project Description*, the research building would be somewhat larger than some of the existing buildings on the campus, but would be generally consistent with the scale of on-campus structures. While the building would be taller than Building 9 to the west, it would be shorter than other nearby buildings, including Building 30/40, Building 5, and the new hospital building on Potrero Avenue (see Figure 4).

The proposed project would involve relocation of existing UCSF employees located in other ZSFG campus buildings to the proposed research building. The internal relocation of approximately 680 UCSF employees on the ZSFG campus and the possible relocation of other UCSF employees from off-campus leased space on the ZSFG campus would not be expected to have a substantial adverse impact upon the existing character of the vicinity.

Mitigation: None required.

Impacts of the Expanded Parking Garage

The parking garage expansion also would occur on a surface parking lot adjacent to the existing garage. The garage expansion under the project and Variants 1-3 would represent a continuation of the existing use of the site for public parking. As noted above under Impact LU-1, the garage is located in the City's P (Public) Zoning District. Expansion of the garage as proposed by the project and Variant 1-3 would represent a continuation of the existing, allowable use in this district. However, as noted under Impact LU-2, development of the garage without ground-level retail would not be consistent with current City practice that aims to enliven streets with active uses.

The structure's approximate 60-foot maximum height along Twenty-Fourth Street (tower at corner of Utah and Twenty-Fourth streets) under the project and Variant 1 would contrast with the 30-foot high buildings in the surrounding neighborhood. However, the overall building height would still comply with the 40-foot height limit as measured under the City Planning Code.

Variants 2 and 3 would add one additional floor to the garage, in addition to the horizontal expansion proposed under the project and Variant 1. Reclassification of the site's 40-X height restriction to conform with the City Planning Code would be required under Variants 2 and 3. Although the scale and mass of the garage would be noticeably greater with the addition of another floor, this change would not adversely affect the character of the ZSFG campus or surrounding neighborhood. In addition, impacts of the additional story regarding wind or shadow were determined to be less than significant in the Initial Study (Appendix A).

Retail uses proposed under Variants 1 and 3 would be allowed in this district as an accessory nonpublic use in accordance with City Planning Code Section 211.1 (c). Variants 1 and 3 would substitute up to 5,000 square feet of ground floor retail space for up to 15 of the proposed new parking spaces within the garage expansion. Retail uses would be located along the Twenty-Fourth Street frontage, which would necessitate moving the main entrance to the garage from Twenty-Fourth Street to a new entrance on Utah Street. Provision of ground floor retail uses along Twenty-Fourth Street would be compatible with the adjacent neighborhood commercial uses along Twenty-Fourth Street between San Bruno Avenue and Potrero Avenue. The scale of the garage expansion on the existing neighborhood businesses across Twenty-Fourth Street, and especially considering the additional story proposed under Variant 3, could be reduced if the upper floors of the garage are setback from the street frontage so that the building height is consistent with adjacent buildings.

In conclusion, the expansion of the garage as proposed by the project or under Variants 1-3 would not have a substantial impact on the ZSFG campus or surrounding neighborhood. Variant 4 does not include the garage expansion so no impact would result. See also Section 4.1, *Aesthetics*, for discussion of the effects on visual character or quality and Section 4.3, *Cultural and Paleontological Resources*, for analysis of effects on the significance of the SFGH Historic District.

Mitigation: None required.

4.5.7.1 Cumulative Impacts

Cumulative land use impacts are evaluated in the context of existing and reasonably foreseeable future development in the project vicinity, as well as applicable land use policies that guide future development in the project vicinity. The cumulative land use analysis is geographically based on projects in the vicinity that would affect the overall land use character of the Mission and Potrero Hill neighborhoods, within a few blocks in each direction of the project site.

The cumulative analysis includes potentially reasonably foreseeable development on the SFGH campus. A proposed General Obligation Bond Measure scheduled for June 2016 would fund the expansion of existing uses and backfill of uses into vacated areas in the former Main Hospital (Building 5) as well as the phasing out of certain uses on the ZSFG campus, which would be completed by approximately 2020. Improvements to Building 5 include interior renovations, upgrade of obsolete building systems, and minor voluntary seismic improvements to accommodate UCSF's policy to maintain occupancy in the building. Buildings 80 and 90 would be seismically upgraded and building systems would be modernized. (DPH, 2015) The Department of Public Health (DPH) would be relocating certain functions from off-campus sites into the Building 5, such as the Department's Public Health Lab currently located at 101 Grove Street. Year 2040 conditions also assume the space vacated by UCSF at ZSFG will be backfilled with new DPH staff.

Development of cumulative projects on the ZSFG campus, in combination with the proposed project, would likely result in some intensification of uses and potential shifts in land uses on the campus, but not to the extent that it would result in a cumulatively considerable land use impact. The proposed project would not be expected to contribute considerably to cumulative impacts.

The proposed project and reasonably foreseeable future projects, in combination with existing development on campus, would be required to be generally consistent with adopted plans and policies of the City, or they could not be approved for development. The proposed project and cumulative projects on campus would be a continuation of existing medical uses. The uses associated with the cumulative on-campus projects would not create land use conflicts as they would be a continuation of historic medical and associated uses that have been present on campus since at least 1872. Cumulative development on campus would be expected to be consistent with the scale and intensity of existing and proposed uses in the vicinity because these developments

involve construction of similar or smaller-scale development and of development of similar or less intensity as present in the vicinity.

Reasonably foreseeable projects in the vicinity of the ZSFG campus include relatively minor alterations primarily to smaller scale residential buildings, such as vertical and horizontal additions to single-family homes, which would not be expected to have significant adverse land use impacts, including any which could combine with the impacts of the proposed project to form a significant cumulative impact.

Overall, implementation of the proposed project in combination with other cumulative projects would not result in cumulatively considerable impacts related to land use.

4.5.8 References

City and County of San Francisco, Department of Public Health, *San Francisco General Hospital and Trauma Center Institutional Master Plan Update*, revision submitted June 2015.

City and County of San Francisco, *San Francisco Bicycle Plan*, June 26, 2009.

City and County of San Francisco, *Better Streets Plan*, adopted December 2010.

City and County of San Francisco, Height and Bulk Districts map, Sheet HT08.

City and County of San Francisco, *San Francisco General Hospital Parking Garage Draft Environmental Impact Report*, January 15, 1993.

City and County of San Francisco, *San Francisco General Hospital Parking Garage Draft Supplemental Environmental Impact Report*, February 11, 1994.

City and County of San Francisco, *San Francisco General Hospital Seismic Compliance Hospital Replacement Program Environmental Impact Report*, certified June 19, 2008.

City and County of San Francisco, *San Francisco General Plan*, Transportation and Urban Design Elements, available at http://www.sf-planning.org/ftp/general_plan/.

City and County of San Francisco, *Showplace Square/Potrero Hill Area Plan*, adopted December 2008.

City and County of San Francisco, Zoning Map, July 2015.

University of California, San Francisco, *2014 Long Range Development Plan*, adopted November 2014.

4.6 Noise

4.6.1 Introduction

This section describes the existing noise environment in the project area and identifies the potential for noise and vibration associated with implementation of the proposed project to adversely affect established sensitive land uses or land use activities. The impact analysis evaluates the potential noise and vibration impacts of the proposed project and identifies mitigation measures to avoid or reduce adverse impacts.

4.6.2 Environmental Setting

4.6.2.1 Noise Background

Sound is characterized by various parameters that describe the rate of oscillation (frequency) of sound waves, the distance between successive troughs or crests in the wave, the speed that it travels, and the pressure level or energy content of a given sound. The sound pressure level has become the most common descriptor used to characterize the loudness of an ambient sound, and the decibel (dB) scale is used to quantify sound intensity. Because sound can vary in intensity by over one million times within the range of human hearing, a logarithmic loudness scale is used to keep sound intensity numbers at a convenient and manageable level. Since the human ear is not equally sensitive to all sound frequencies within the entire spectrum, human response is factored into sound descriptions in a process called “A-weighting,” expressed as “dBA.” The dBA, or A-weighted decibel, refers to a scale of noise measurement that approximates the range of sensitivity of the human ear to sounds of different frequencies. On this scale, the normal range of human hearing extends from about 0 dBA to about 140 dBA. An increase of 10-dBA in the level of a continuous noise represents a perceived doubling of loudness. The noise levels presented herein are expressed in terms of dBA, unless otherwise indicated. **Table 4.6-1** shows some representative noise sources and their corresponding noise levels in dBA (HUD, 1985).

Planning for acceptable noise exposure must take into account the types of activities and corresponding noise sensitivity in a specified location for a generalized land use type. Some general guidelines are as follows: sleep disturbance can occur at levels above 35 dBA; interference with human speech begins at about 60 dBA; and hearing damage can result from prolonged exposure to noise levels in excess of 85 to 90 dBA (U.S. EPA, 1974).

Attenuation of Noise

Line sources of noise, such as roadway traffic, attenuate (lessen) at a rate of 3.0 to 4.5 dBA per doubling of distance from the source, based on the inverse square law and the equation for cylindrical spreading of noise waves over hard and soft surfaces.

Point sources of noise, including stationary mobile sources such as idling vehicles or onsite construction equipment, attenuate at a rate of 6.0 to 7.5 dBA per doubling of distance from the source, based on the inverse square law and the equations for spherical spreading of noise waves

**TABLE 4.6-1
TYPICAL SOUND LEVELS MEASURED IN THE ENVIRONMENT**

Examples of Common, Easily Recognized Sounds	Decibels (dBA) at 50 feet	Subjective Evaluations
Near Jet Engine	140	Deafening
Threshold of Pain (Discomfort)	130	
Threshold of Feeling – Hard Rock Band	120	
Accelerating Motorcycle (at a few feet away)	110	
Loud Horn (at 10 feet away)	100	Very Loud
Noisy Urban Street	90	
Noisy Factory	85	
School Cafeteria with Untreated Surfaces	80	Loud
Near Freeway Auto Traffic	60	Moderate
Average Office	50	
Soft Radio Music in Apartment	40	Faint
Average Residence Without Stereo Playing	30	
Average Whisper	20	Very Faint
Rustle of Leaves in Wind	10	
Human Breathing	5	
Threshold of Audibility	0	

NOTE: Continuous exposure above 85 dBA is likely to degrade the hearing of most people. Range of speech is 50 to 70 dBA.

SOURCE: United States Department of Housing and Urban Development, *The Noise Guidebook*, 1985.

over hard and soft surfaces. For the purposes of this analysis, it is assumed that noise from line and point sources to a distance of 200 feet attenuates at rates of between 3.0 and 6.0 dBA per doubling of distance, and the noise from line and point sources at a distance greater than 200 feet attenuates at a rate of 4.5 to 7.5 dBA per doubling of distance, to account for the absorption of noise waves due to ground surfaces such as soft dirt, grass, bushes, and intervening structures (Caltrans, 2009).

Noise Descriptors

Time variations in noise exposure are typically expressed in terms of a steady-state energy level (L_{eq}) that represents the acoustical energy of a given measurement. L_{eq} is used to describe noise over a specified period of time, in terms of a single numerical value. The L_{eq} is the constant sound level that would contain the same acoustic energy as the varying sound level, during the same time period (i.e., the average noise exposure level for the given time period). The L_{90} is also a noise metric that can be used to describe existing ambient noise levels. Because community receptors are more sensitive to unwanted noise intrusion during the evening and at night, state law requires that, for planning purposes, an artificial dBA increment be added to “quiet time” noise levels to form a 24-hour noise descriptor called the day-night noise level (DNL). DNL adds a 10-dBA penalty during the night hours (10:00 p.m. to 7:00 a.m.). The maximum noise level (L_{max}) is the maximum instantaneous noise level measured during the measurement period of interest.

Health Effects of Environmental Noise

The World Health Organization (WHO) is perhaps the best source of current knowledge regarding the health effects of noise impacts because European nations have continued to study noise and its health effects, while the United States Environmental Protection Agency all but eliminated its noise investigation and control program in the 1970s.¹ According to WHO, sleep disturbance can occur when continuous indoor noise levels exceed 30 dBA or when intermittent interior noise levels reach 45 dBA, particularly if background noise is low. With a bedroom window slightly open (a reduction from outside to inside of 15 dB), the WHO criteria suggest that exterior continuous (ambient) nighttime noise levels should be 45 dBA or below, and short-term events should not generate noise in excess of 60 dBA. WHO also notes that maintaining noise levels within the recommended levels during the first part of the night is believed to be effective for the ability of people to initially fall asleep (WHO, 1999).

Other potential health effects of noise identified by WHO include decreased performance for complex cognitive tasks, such as reading, attention span, problem solving, and memorization; physiological effects such as hypertension and heart disease (after many years of constant exposure, often by workers, to high noise levels); and hearing impairment (again, generally after long-term occupational exposure, although shorter-term exposure to very high noise levels, for example, exposure several times a year to concert noise at 100 dBA, can also damage hearing). Finally, noise can cause annoyance and can trigger emotional reactions like anger, depression, and anxiety. WHO reports that, during daytime hours, few people are seriously annoyed by activities with noise levels below 55 dBA or moderately annoyed with noise levels below 50 dBA.

Vehicle traffic and continuous sources of machinery and mechanical noise contribute to ambient noise levels. Short-term noise sources, such as truck backup beepers, the crashing of material being loaded or unloaded, car doors slamming, and engines revving outside a nightclub, contribute very little to 24-hour noise levels but are capable of causing sleep disturbance and severe annoyance. The importance of noise to receptors depends on both time and context. For example, long-term high noise levels from large traffic volumes can make conversation at a normal voice level difficult or impossible, while short-term peak noise levels, if they occur at night, can disturb sleep.

4.6.2.2 Existing Noise Environment

Long-term environmental noise in urbanized areas is primarily dependent on vehicle traffic volumes and the mix of vehicle types. The existing ambient noise environment within the project area is dominated by vehicular traffic on Potrero Avenue, Twenty-Third and Twenty-Fourth streets. Vehicle traffic on U.S. Highway 101 also contributes to ambient noise levels in the project area.

¹ The *San Francisco General Plan Land Use Compatibility Guidelines for Community Noise*, presented below in Figure 4.6-2, were created during the same era.

The San Francisco Department of Public Health (DPH) has mapped transportation noise throughout the City and County of San Francisco, based on modeled baseline traffic volumes derived from the San Francisco County Transportation Authority travel demand model (SFDPH, 2006). DPH maps indicate the areas subject to noise levels over 60 dBA (DNL) and the range of DNL noise levels that occur on every street in San Francisco. The portions of these maps that cover the project area indicate that areas nearest Potrero Avenue between Sixteenth Street and Caesar Chavez Street experience roadway noise levels in excess of 70 dBA (DNL).

Ambient Noise Measurements

Ambient short-term (10-minute) noise measurement data were collected in July of 2015 to characterize noise conditions at locations in the project area; noise measurement locations are shown in **Figure 4.6-1**. To characterize ambient noise in the project area, short-term measurement data were collected at locations where residential and hospital land uses exist near the project site.

**TABLE 4.6-2
SHORT-TERM AMBIENT NOISE LEVEL DATA IN THE PROJECT AREA**

Measurement Location	Time	Noise Levels in dBA		
		Hourly Leq	L90	Lmax
Location 1: Vermont Street residence near freeway	12:24 pm	68.4	66	79.6
Location 2: 23rd Street Residence across from research Building Site	12:45 pm	61.4	57	76.4
Location 3: San Bruno Avenue residence across from parking garage	12:06 pm	58.9	56	71.0
Location 4: Utah Street residence across from parking garage	11:49 am	65.8	52	86.7
Location 5: Residence at 24rd Street and Utah Street	11:33 am	63.7	56	81.7
Location 6: Project site and hospital entrance	1:02 pm	63.0	59	71.4

NOTE: See Figure 4.4-1 for noise measurement locations. L_{eq} represents the constant sound level; L_{max} is the maximum noise level. L90 is the background noise level. Times of day of short term monitoring reflect daytime hours during which construction activities could occur.

SOURCE: Environmental Science Associates, 2015.

4.6.2.3 Vibration Background

Vibration is an oscillatory motion through a solid medium in which the motion's amplitude can be described in terms of displacement, velocity, or acceleration. Several different methods are used to quantify vibration. The peak particle velocity (PPV) is defined as the maximum instantaneous peak of the vibration signal. The PPV is most frequently used to describe physical vibration impacts on buildings. Typically, groundborne vibration generated by human activities attenuates rapidly with distance from the source of the vibration. Sensitive receptors to vibration include people (especially residents, the elderly, and sick people), structures (especially older masonry structures), and vibration-sensitive equipment.



SOURCE: ESA

UCSF Research Building and City Parking Garage Expansion at ZSFG

Figure 4.6-1
Noise Monitoring Locations

Another useful vibration descriptor is known as vibration decibels or VdBs. VdBs are generally used when evaluating human response to vibration, as opposed to structural damage (for which PPV is the more commonly used descriptor). Vibration decibels are established relative to a reference quantity, typically 1×10^{-6} inches per second (FTA, 2006).

There are no significant sources of vibration in the project area, such as Muni streetcars. Most motor vehicles and trucks have independent suspension systems that substantially reduce if not eliminate vibration generation on adjacent streets, barring discontinuities in the roadway, which are temporary occurrences and not specifically related to existing uses or the proposed project.

4.6.2.4 Sensitive Receptors

Sensitive receptors for noise are generally considered to include hospitals, nursing homes, senior citizen centers, schools, churches, libraries, and residences. The sensitive receptors nearest to the project site are residential and hospital uses. Single-family and multi-family residences exist across Twenty-Third Street from the proposed research building location and surround the block where the parking garage extension is proposed. The proposed research building location is also approximately 80 feet from the existing ZSFG to the north, which also would be considered a sensitive receptor.

4.6.3 Regulatory Considerations

4.6.3.1 Federal Regulations

Federal Aviation Administration

The Federal Aviation Administration (FAA) develops noise exposure maps that use average annual DNL noise contours around the airport as the primary noise descriptor. The FAA states that all land uses are considered compatible when aircraft noise effects are less than 65 decibels (dB) DNL. San Francisco International Airport is approximately seven miles south, and Oakland International Airport is approximately ten miles east, of the project site. The project site is outside the 55 dB CNEL noise contour of both airports (C/CAG, 2012 and ACCDA, 2012).

4.6.3.2 State Regulations

State regulations include requirements for the construction of new hotels, motels, apartment houses, and dwellings other than detached single-family dwellings that are intended to limit the extent of noise transmitted into habitable spaces. These requirements are collectively known as the California Noise Insulation Standards and are found in Title 24 of the California Code of Regulations.

The State of California updated its Building Code requirements with respect to sound transmission, effective January 2014. Section 1207 of the California Building Code (Title 24 of the California Code of Regulations) establishes material requirements in terms of sound transmission class (STC)²

² The STC is used as a measure of a materials ability to reduce sound. The STC is equal to the number of decibels a sound is reduced as it passes through a material.

rating of 50 for all common interior walls and floor/ceiling assemblies between adjacent dwelling units or between dwelling units and adjacent public area. The previous code requirements (before 2014) set an interior performance standard of 45 dBA from exterior noise sources. This requirement will be re-instated in July of 2015.

4.6.3.3 Local Regulations

UCSF is not subject to local plans, policies, or ordinances whenever using land under its control in furtherance of its educational mission. However, it is UCSF policy to be consistent with such plans, policies, or ordinances to the extent feasible.

San Francisco General Plan

Land Use Compatibility Guidelines for Community Noise


The Environmental Protection Element of the *San Francisco General Plan* contains Land Use Compatibility Guidelines for Community Noise (CCSF, 1996). These guidelines, which are similar to but differ somewhat from state guidelines promulgated by the Governor's Office of Planning and Research, indicate maximum acceptable exterior noise levels for various newly developed land uses. The City's guidelines, which are presented in **Figure 4.6-2**, indicate exterior noise levels that might be inappropriate for sensitive land uses and would therefore require additional noise insulation considerations beyond standard practices. Though this figure presents a range of noise levels that are considered compatible or incompatible with various land uses, the maximum "satisfactory" noise level is 60 dBA (DNL) for residential and hotel uses; 65 dBA (DNL) for school classrooms, libraries, churches, and hospitals; 70 dBA (DNL) for playgrounds, parks, office buildings, retail commercial uses, and noise-sensitive manufacturing/communications uses; and 77 dBA for other commercial uses such as wholesale, some retail, industrial/manufacturing, transportation, communications, and utilities. If these uses are proposed to be located in areas with noise levels that exceed these guidelines, a detailed analysis of noise reduction requirements will normally be necessary prior to final review and approval.


Noise-Related Policies


The following policies of the *San Francisco General Plan* Environmental Protection Element that relate to noise issues are relevant to the proposed project:


Policy 10.1: Promote site planning, building orientation and design and interior layout that will lessen noise intrusion. Because sound levels drop as distance from the source increases, building setbacks can play an important role in reducing noise for the building occupants. Buildings sited with their narrower dimensions facing the noise source and sited to shield or be shielded by other buildings also help reduce noise intrusion. Although walls with no windows or small windows cut down on noise from exterior sources, in most cases it would not be feasible or desirable to eliminate wall openings. However, interior layout can achieve similar results by locating rooms whose use require more quiet, such as bedrooms, away from the street noise.

Land Use Category	Sound Levels and Land Use Consequences (L_{dn} Values in dB)						
	55	60	65	70	75	80	85
Residential – All Dwellings, Group Quarters							
Transient lodging - Motels, Hotels							
School Classrooms, Libraries, Churches, Hospitals, Nursing Homes, etc.							
Auditoriums, Concert Halls, Amphitheaters, Music Shells							
Sports Arenas, Outdoor Spectator Sports							
Playgrounds, Parks							
Golf Courses, Riding Stables, Water-Based Recreation Areas, Cemeteries							
Office Buildings – Personal, Business, and Professional Services							
Commercial – Wholesale and Some Retail, Industrial/Manufacturing, Transportation, Communication, and Utilities							
Manufacturing – Noise-Sensitive Communications – Noise-Sensitive							

 Satisfactory, with no special noise insulation requirements.

 New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design.

 New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

 New construction or development should generally not be undertaken.

SOURCE: San Francisco, 1996.
San Francisco General Plan,
adopted on June 27, 1996

UCSF Research Building and City Parking Garage Expansion at ZSFG

Figure 4.6-2
San Francisco Land Use Compatibility Chart for Community Noise

Policy 10.2: Promote the incorporation of noise insulation materials in new construction. State-imposed noise insulation standards apply to all new residential structures except detached single-family dwellings. Protection against exterior noise and noise within a building is also important in many nonresidential structures. Builders should be encouraged to take into account prevailing noise levels and to include noise insulation materials as needed to provide adequate insulation.

Policy 11.1: Discourage new uses in areas in which the noise level exceeds the noise compatibility guidelines for that use. New development should be examined to determine whether background and/or thoroughfare noise level of the site is consistent with the guidelines for the proposed use. If the noise levels for the development site....exceed the sound level guidelines established for that use, as shown in the accompanying land use compatibility chart, then either needed noise insulation features should be incorporated in the design or else the construction or development should not be undertaken.

Policy 11.3: Locate new noise-generating development so that the noise impact is reduced. Developments which will bring appreciable traffic into or through noise-sensitive areas should be discouraged, if there are appropriate alternative locations where the noise impact would be less. For those activities—such as a hospital—that need a quiet environment, yet themselves generate considerable traffic, the proper location presents a dilemma. In those cases, the new development should locate where this traffic will not present a problem and, if necessary, incorporate the proper noise insulation.

San Francisco Noise Ordinance

In San Francisco, regulation of noise is stipulated in Article 29 of the Police Code (Regulation of Noise), which states that the City's policy is to prohibit unnecessary, excessive, and offensive noises from all sources subject to police power. Sections 2907 and 2908 of Article 29 regulate construction equipment and construction work at night, while Section 2909 provides for limits on stationary-source noise from machinery and equipment. Sections 2907 and 2908 are enforced by the Department of Building Inspection, and Section 2909 is enforced by the Department of Public Health. Summaries of these and other relevant sections are presented below. Although UCSF is not subject to the City's Noise Ordinance, it strives to be consistent with it.

Sections Regulating Construction Noise

Sections 2907(a) and (b) of the Police Code state that it shall be unlawful for any person, including the City and County of San Francisco, to operate any powered construction equipment, regardless of age or date of acquisition, if the operation of such equipment emits noise at a level in excess of 80 dBA when measured at a distance of 100 feet from such equipment, or an equivalent sound level at some other convenient distance. Exemptions from this requirement include:

- Impact tools and equipment with intake and exhaust mufflers recommended by the manufacturers and approved by the Director of Public Works as best accomplishing maximum noise attenuation; and
- Pavement breakers and jackhammers equipped with acoustically attenuating shields or shrouds recommended by the manufacturers and approved by the Director of Public Works as best accomplishing maximum noise attenuation.

Section 2908 prohibits any person, between the hours of 8:00 p.m. of any day and 7:00 a.m. of the following day, from erecting, constructing, demolishing, excavating for, altering, or repairing any building or structure if the noise level created is in excess of the ambient noise level by 5 dBA at the nearest property line unless a special permit has been applied for and granted by the Director of Public Works.

Sections Regulating Operational Noise

Section 2909 establishes a not-to-exceed noise standard for fixed sources of noise, such as building mechanical equipment and industrial or commercial processing machinery. Unlike the state building code (Title 24) standard, which is applicable to interior living space only, the standards in Section 2909(a), (b), and (c) are applicable outdoors, at the property line of the affected use, and vary based on the residential or commercial nature of the noise generator's use. For example, the noise limits for commercial and industrial properties (Section 2909(b)) provide that no person shall produce or allow to be produced a noise level more than 8 dBA above the local ambient level at the property plane. If the noise generated from commercial and industrial properties is generated from a licensed place of entertainment or other location subject to regulation by the Entertainment Commission, such use shall not produce or allow to be produced a noise level more than 8 dBC³ above the local ambient level at the property plane in addition to the 8 dBA standard.

For noise generated by residential properties, the noise limits are 5 dBA above the ambient level at any point outside of the property plane of a residential use. The noise limits for public property provide that no person shall produce a noise level more than 10 dBA above the local ambient level at a distance of 25 feet or more on public property.

As is common for noise standards, the permitted noise level for fixed residential interior noise limits identified in Section 2909(d) is lower at night than during the day. For example, maximum noise levels at any sleeping or living room in any dwelling unit located on residential property must not exceed 45 dBA between 10:00 p.m. and 7:00 a.m., and 50 dBA between 7:00 a.m. and 10:00 p.m. None of the noise limits set forth in this section apply to activity for which the City and County of San Francisco has issued a permit that contains noise limit provisions that are different from those set forth in this article. Additionally, the Directors of Public Health, Public Works, or Building Inspection, or the Entertainment Commission, or the Chief of Police may grant variances to noise regulations, over which they have jurisdiction pursuant to Section 2916.

4.6.4 Significance Standards

Would the project:

- a) Result in exposure of persons to, or generation of, noise levels in excess of standards established in any applicable plan or noise ordinance, or applicable standards of other agencies?
- b) Result in exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels?

³ C-weighted decibels include low-frequency sounds that are more common to amplified sound/concerts.

- c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?
- d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project (including construction)?
- e) For a project located within an airport land use plan area, or, where such a plan has not been adopted, in an area within two miles of a public airport or public use airport, would the project expose people residing or working in the area to excessive noise levels?
- f) For a project located in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

4.6.5 Analysis Methodology

Methodology for Analysis of Direct Impacts

Construction Impact Methodology – Noise

To assess potential short-term construction noise impacts, sensitive receptors and their relative exposure were identified. Combined intermittent noise levels from the simultaneous operation of onsite equipment expected to be used in project construction were estimated based on equipment noise data published by the Federal Highway Administration (FHWA), as shown in **Table 4.6-3**. The sources assessed were identified as typically involved with construction of a research building and parking structure using the CalEEMod emissions estimator model. The roadway noise construction model of the FHWA was then used to predict noise levels at the nearest receptors during both pile driving activity and non-impact construction activity.

**TABLE 4.6-3
TYPICAL NOISE LEVELS FROM CONSTRUCTION EQUIPMENT**

Construction Equipment	Noise Level (dBA, Lmax, at 50 feet)
Dump Truck	76
Air Compressor	78
Street Sweeper	82
Excavator	81
Scraper	84
Loader	79
Tractor/Dozer	82
Auger Drill Rig	84
Crane, Mobile	81
Forklift ^a	84
Concrete saw	90
Concrete Mixer	79

NOTES:

^a From Ventura County Construction Noise Threshold Criteria and Control Plan, 2010.

SOURCE: Federal Highway Administration, *Roadway Construction Noise Model User Guide*, 2006.

The San Francisco Noise Ordinance prohibits construction activities between 8:00 p.m. and 7:00 a.m. and limits noise from any individual piece of construction equipment, except impact tools approved by the Department of Public Works, to 80 dBA at 100 feet.

As long as project construction activities comply with the noise ordinance, construction noise impacts from non-impact equipment would be considered less than significant. If construction activities using non-impact equipment would exceed these standards, then the noise effects would be potentially significant and mitigation measures would be required. The San Francisco Noise Ordinance does not identify any quantitative noise limit standard for impact equipment. To assess the potential impacts related to rapid impact compaction, this analysis employs the general construction noise assessment methodology and criteria suggested by the Federal Transit Administration (FTA, 2006). This guidance identifies a 1-hour L_{eq} of 90 dBA for daytime and 80 dBA for nighttime construction noise exposure at residential uses. Commercial and industrial land use exposure to construction noise of 100 dBA is suggested as an assessment criterion.

In addition to the above criteria, to determine if the proposed project would result in a substantial temporary increase in noise levels in the project vicinity above levels existing without the project, persistent construction equipment noise related to an increase of 10 dBA over the existing noise levels would represent a perceived doubling of loudness and is considered a substantial temporary increase in noise levels warranting implementation of construction noise control measures. Consistent with FTA and FHWA methodology, this increase in construction noise is assessed relative to an hourly L_{eq} and also accounts for equipment percentage uses as inventoried by FHWA.

Construction Impact Methodology – Vibration

Vibration impacts are considered significant if they would either result in levels substantial enough to result in damage to nearby structures or buildings, or result in vibration levels generally accepted as an annoyance to sensitive land uses. Groundborne noise occurs when vibrations transmitted through the ground result in secondary radiation of noise. Groundborne noise is generally associated with transit trains through tunnels and underground blasting activities, neither of which is proposed as part of this project, and therefore, this analysis is focused on groundborne vibration.

The local regulations of the affected jurisdictions in the project area do not address vibration or provide numerical thresholds for identifying groundborne vibration impacts. In the absence of local regulatory significance thresholds for vibration from construction equipment, this evaluation uses the Caltrans-identified peak particle velocity (PPV) thresholds for adverse human reaction and risk of architectural damage to buildings. For adverse human reaction, this analysis applies the “strongly perceptible” threshold of 0.1 inches per second (in/sec) PPV (Caltrans, 2013). For building damage, the threshold depends on the architectural characteristics of the potentially affected structure (see **Table 4.6-4**).

**TABLE 4.6-4
CALTRANS GUIDELINE VIBRATION DAMAGE POTENTIAL THRESHOLD CRITERIA**

Structure Type and Condition	Transient Vibration Sources ^a	Continuous Frequent Intermittent Vibration Sources ^b
	Maximum Peak Particle Velocity (PPV), inches per second (in/sec)	
Extremely fragile historic buildings, ruins, ancient monuments	0.12	0.08
Fragile buildings	0.2	0.1
Historic and some old buildings	0.5	0.25
Older residential structures	0.5	0.3
New residential structures	1.0	0.5
Modern industrial/commercial buildings	2.0	0.5

NOTES:

^a Transient sources create a single isolated vibration event, such as blasting or drop balls.

^b Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seat equipment, vibratory pile drivers, and vibratory compaction equipment.

SOURCE: Caltrans, 2013.

Operational Impact Methodology

Operational noise issues evaluated in this section include (1) noise generated by automobile and bus traffic that would occur during typical daily conditions with the project; and (2) compatibility of potential future uses with San Francisco Land Use Compatibility Guidelines for Community Noise. Traffic noise modeling was completed using the Federal Highway Administration Traffic Noise Model.

Traffic noise level significance is determined by comparing the increase in noise levels (traffic contribution only) to increments recognized by Caltrans as representing a perceptible increase in noise levels. Additionally, it is widely accepted methodology by both FTA and the Federal Interagency Committee on Noise (FICON) that thresholds should be more stringent for environments that are already noise impacted (FICON, 1992).

Consequently, for noise environments where the ambient noise level is 65 dBA DNL or less, the significance threshold applied is an increase of 5 dBA or more, which Caltrans recognizes as a readily perceptible increase. In noise environments where the ambient noise level exceeds 65 dBA DNL, the significance threshold applied is an increase of 3 dBA or more, which Caltrans recognizes as a barely perceptible increase Caltrans, 2013b).

The proposed project would not introduce new operational vibration sources (e.g., impact equipment, streetcar and rail operations, and blasting activities), and therefore, there would be no operational vibration impacts, and operational vibration is not discussed further.

Methodology for Analysis of Cumulative Impacts

Cumulative Construction Impact Methodology

Cumulative construction noise impacts are assessed by review of the cumulative project list for proposed projects that could be constructed at the same time as the proposed project and are within close enough proximity (within 500 feet) to make a meaningful contribution to the construction noise impact of the proposed project. An approximation is made of the cumulative construction sound levels based on the Roadway Noise Construction Model and compared to FTA criteria for construction discussed above.

Cumulative Operations Impact Methodology

Cumulative operational noise impacts are assessed by modeling cumulative plus project roadside noise levels and comparing the results with existing modeled roadside noise levels and to Caltrans perceptibility criteria discussed above.

4.6.6 Issues Adequately Addressed in the Initial Study

The complete list of CEQA significance criteria used in the noise analysis is included in the Initial Study, which also explains that criteria related to public airports or private airstrips are not applicable to the proposed project. No further analysis of these subjects is presented in this section. The nearest airport or airstrip to the project site, the San Francisco International Airport, is located approximately 9 miles away. The helipad at the UCSF Medical Center at Mission Bay is located approximately 1 mile away. The ZSFG campus is not located along any of the primary or alternative flight paths of helicopters accessing the helipad. The project site is not located within an airport land use plan and the proposed project or variants would not expose people to excessive noise levels from aircraft operations.

4.6.7 Impacts and Mitigation Measures

Impact NO-1: Construction of the proposed project could cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. (Potentially Significant)

Construction activities for the proposed research building are expected to occur over an approximate three year period from late 2016 through 2019. Construction for garage expansion would occur over an approximate two year period from 2018 to 2020. Construction phases would include site preparation, excavation and soil stabilization, installation of any necessary piles, placement of infrastructure, placement of foundations for structures, and fabrication of structures. Construction activities would require the use of heavy trucks, material loaders, cranes, concrete saws, and other mobile and stationary construction equipment listed in Table 4.4-3 above.

Based on the preliminary geotechnical evaluation of the project site (Kleinfelder, 2014), recommended feasible foundation types would either consist of spread mat foundations or drilled and cast-in-place piles, neither of which would require use of an impact or vibratory pile driver.

Other Construction Activities. Other construction activities such as general building construction would be less noise intrusive, involving cranes, forklifts saws, and nail guns. Trucks would be used to off-haul excavated materials which would also marginally increase hourly noise levels on Potrero Avenue and Twenty-Third or Twenty-Fourth streets.

Effect on Sensitive Receptors. Construction noise would be noticeably elevated compared to existing Leq noise levels along Twenty-Third, Twenty-Fourth, and Utah streets and San Bruno Avenue where daytime noise levels were monitored to be 59 to 66 dBA. Noise level increases at receptors on Vermont Street would be less due to the contributions from the adjacent U.S. 101 freeway. As described below, this impact would be significant and therefore warrant implementation of mitigation for noise control.

Research Building Grading and Excavation. Grading and excavation activities for the research building would be the first activities to occur. Equipment estimated by the CalEEMod model include a grader a backhoe and a dozer. Noise levels at the closest surrounding sensitive receptors, approximately 75 feet away, from simultaneous operation of this equipment were calculated using the Roadway Noise Construction Model. **Table 4.6-5** presents the resultant noise levels. As can be seen from the Table 4.6-5, the contribution of excavation noise at residential receptors and the hospital would be more than 10 dBA over existing levels.

**TABLE 4.6-5
NOISE LEVELS FROM RESEARCH BUILDING CONSTRUCTION ACTIVITIES AT
SENSITIVE RECEPTORS IN THE PROJECT AREA**

Location	Noise Levels in dBA (Hourly Leq)			
	Existing Leq	Mass Excavation	Pile Installation	Building Construction
1. 23rd Street residences residential receptor 75 feet south of project site	61.4	82.7	77.1	78.0

NOTE: See Figure 4.6-1 for noise measurement locations. Leq represents the constant sound level

SOURCE: Environmental Science Associates, 2016.

Research Building Pile Installation. Piles for the proposed project would not be driven with an impact hammer, but rather cast in place in holes drilled by an auger. Pile installation activities at the project site were assumed to involve a drill rig, a loader and a concrete pump truck. Noise levels at surrounding sensitive receptors from simultaneous operation of this equipment were calculated using the Roadway Noise Construction Model. As can be seen from Table 4.6-5, the contribution of pile installation noise at residential receptors and the hospital would be more than 10 dBA over existing levels.

Research Building Construction. Building construction at the project site would involve operation of a generator, a crane, a forklift, a backhoe and three welders. As can be seen from Table 4.6-5, the noise contribution of building construction activities at residential receptors and the hospital would be more than 10 dBA over existing levels.

Parking Garage Grading and Excavation. Grading and excavation activities for the garage expansion would occur in 2018. Equipment estimated by the CalEEMod model includes a concrete saw, a backhoe, a loader and a dozer. Noise levels at the closest surrounding sensitive receptors, approximately 60 feet away, from simultaneous operation of this equipment were calculated using the Roadway Noise Construction Model. **Table 4.6-6** presents the resultant noise levels. As can be seen from the Table 4.6-6, the contribution of excavation noise at residential receptors and the hospital would be more than 10 dBA over existing levels

**TABLE 4.6-6
NOISE LEVELS FROM GARAGE EXPANSION CONSTRUCTION ACTIVITIES AT
SENSITIVE RECEPTORS IN THE PROJECT AREA**

Location	Noise Levels in dBA (Hourly Leq)		
	Existing Leq	Mass Excavation	Building Construction
1. 24th Street residences residential receptor 60 feet south of project site	63.7	83.1	78.3

NOTE: See Figure 4.6-1 for noise measurement locations. L_{eq} represents the constant sound level

SOURCE: Environmental Science Associates, 2016.

Parking Garage Construction. Building construction at the garage expansion site would involve operation of a crane, two forklifts, a backhoe and a loader. As can be seen from Table 4.6-6, the noise contribution of building construction activities at residential receptors and the hospital would be more than 10 dBA over existing levels.

Construction Noise from Research Building and Parking Garage Combined. The construction schedule indicates that excavation of the garage expansion could take place concurrently with construction of the research building. This would represent the worst case scenario in terms of overall construction noise from the project. Receptors on Utah Street and San Bruno Avenue would experience noise increases from the combination of activities. However, the noise increase at receptors experiencing contributions from both activities would not be as great as the noise increase that would be experienced by singular impact at the closest receptors for the research building and garage, respectively.

Other Construction Activities. During peak excavation activities, truck trips could be generated to and from the site daily. These truck trips would increase hourly noise levels on Potrero Avenue and potentially Twenty-Third and Twenty-Fourth streets.

Mitigation Measure NO-1: Construction Noise Control Measures.

Contractors shall employ site-specific noise attenuation measures during construction to reduce the generation of construction noise to less than 10 dBA over existing noise levels. These measures shall be included in a Noise Control Plan that shall be submitted for review and approval by UCSF for construction of the research building and the City or its designated representative for construction of the garage expansion to ensure that construction noise is reduced to the degree feasible. Measures specified in the Noise Control Plans and implemented during project construction shall include, at a minimum, the following noise control strategies:

- Equipment and trucks used for construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds).
- Construction equipment with lower noise emission ratings shall be used whenever possible, particularly for air compressors.
- Sound-control devices no less effective than those provided by the manufacturer shall be provided on all construction equipment.
- Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures, such as use of drills rather than impact tools, shall be used where feasible.
- Stationary noise sources such as material stockpiles and vehicle staging areas shall be located as far from adjacent receptors as possible.
- Enclosures and mufflers for stationary equipment shall be provided, impact tools shall be shrouded or shielded, and barriers shall be installed around particularly noisy activities at the construction sites so that the line of sight between the construction activities and nearby sensitive receptor locations is blocked to the extent feasible.
- Unnecessary idling of internal combustion engines shall be prohibited.
- Construction-related vehicles and equipment shall be required to use designated truck routes to travel to and from the project sites as determined with consultation with the SFMTA as part of the permit process prior to construction.
- The project sponsor shall designate a point of contact to respond to noise complaints. The point of contact must have the authority to modify construction noise-generating activities to ensure compliance with the measures above and with the San Francisco Noise Ordinance.

Significance after Mitigation: Less than Significant. Implementation of Mitigation Measure NO-1 would reduce the project's construction noise impacts to a less-than-significant level. Given that this measure would implement construction-related noise control measures for a project that does not include impact pile-driving, the proposed project's construction noise impact would be less than significant with mitigation.

Impact NO-2: Construction of the proposed project would not expose people to or generate noise levels in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies. (Less than Significant)

Proposed construction of the garage expansion would be required to comply with the San Francisco Noise Ordinance, which prohibits construction activities between 8:00 p.m. and 7:00 a.m. and limits noise from any individual piece of construction equipment, except impact tools approved by the Department of Public Works, to 80 dBA at 100 feet. Although UCSF is not

subject to the Noise Ordinance, it would comply with its requirements during construction of the proposed research building. Table 4.6-3, above, presents the maximum noise levels generated by construction equipment identified by the project sponsor as likely to be used during construction. All non-impact equipment would be consistent with the San Francisco Noise Ordinance. Consequently, the project would not generate noise levels in excess of standards established in the local noise ordinance, and this impact would be *less than significant*.

Mitigation: None required.

Impact NO-3: Construction of the proposed project would not expose people and structures to or generate excessive groundborne vibration levels. (Less than Significant)

Construction activities would not involve construction equipment that are typically associated with substantial groundborne vibration such as impact or vibratory pile driving or impact compaction technologies.

There are no adopted state or local policies or standards for groundborne vibration. Vibration intensity is expressed as peak particle velocity (PPV), the maximum speed at which the ground moves while it temporarily shakes. Since ground shaking speeds are very slow, PPV is measured in inches per second. The average person is quite sensitive to ground motion and levels as low as 0.02 inch per second can be detected by the human body when background noise and vibration levels are low and levels of 0.1 inches per second are considered "strongly perceptible." The Federal Transit Administration has published guidance relative to vibration impacts (see Table 4.6-4, above). According to Caltrans, new structures can be exposed to groundborne vibration PPV levels of up to 0.5 inch per second without experiencing structural damage (Caltrans, 2013).

Building Damage

Caisson drilling activities for pile installation would be the lone activity that would generate measureable vibration. Inventoried vibration data published by the FTA indicates that such drilling can result in vibration levels of 0.089 inches per second PPV at a distance of 25 feet. This vibration level is below the Caltrans building damage threshold of 0.25 inches per second PPV for historic and older structures. Given that the nearest structures are over 75 feet away, proposed construction drilling activities would result in *less than significant* vibration impacts with respect to building damage.

Human Annoyance

Vibration levels can also result in interference or annoyance impacts at residences or other land uses where people sleep, such as hotels and hospitals. Vibration impact criteria published by Caltrans relative to these land uses are stated in terms of PPV, in inches per second. For adverse human reaction, this analysis applies the "strongly perceptible" threshold of 0.1 inches per second PPV (Caltrans, 2013).

Caisson drilling activities for pile installation would be the lone activity that would generate measureable vibration. Inventoried vibration data published by the FTA indicates that such drilling can result in vibration levels of 0.089 inches per second PPV at a distance of 25 feet. The closest residence would be approximately 70 feet away at which distance vibration would be further attenuated to 0.02 inches per second. Therefore, due to the distance of receptors from the project site, impacts from vibration with respect to human annoyance would be *less than significant*.

Impact NO-4: Operation of the proposed project would cause a substantial permanent increase in ambient noise levels in the project vicinity. (Less than Significant)

Mobile Noise Source – Vehicular Traffic Noise

Long-term noise sources associated with operation of the new research building would primarily consist of marginal increases in roadway traffic. There will likely be some new mechanical equipment (e.g. heating ventilation and air conditioning, backup generator testing) associated with operation of the new building. The potential location of such equipment is not known but such equipment would be operated in such a manner as to conform to the requirements of the City of San Francisco Noise Ordinance. Noise from maintenance testing of any needed backup generator would occur briefly once a week during daytime hours and would be roughly equivalent to that generated by a single truck engine, which would not be expected to represent a substantial increase in noise levels in an urban environment.

Increased vehicular traffic associated with the proposed project or its variants would increase noise levels along existing roadways. Increases in noise from traffic on existing roadways are assessed by modeling existing and future roadway noise levels and comparing the resulting increase to standards published by FICON. For noise environments where the ambient noise level is 65 dBA DNL or less, the applicable significance threshold is an increase of 5 dBA or more, which Caltrans recognizes as a readily perceptible increase. In noise environments where the ambient noise level exceeds 65 dBA DNL, the applicable significance threshold is an increase of 3 dBA or more, which Caltrans recognizes as a barely perceptible increase.

Increased traffic noise was assessed for the project and four variant scenarios, consistent with those analyzed in Section 4.7, *Transportation and Traffic*. Roadside noise levels were modeled for both existing and near term conditions (year 2015 inclusive of traffic from foreseeable development that would be operational by the time of project completion) during the weekday peak hour (4:00 to 6:00 p.m.) and compared to conditions with the addition of proposed project traffic.

Noise levels were determined for this analysis using the Federal Highway Administration (FHWA) Traffic Noise Prediction Model based on baseline and future traffic projections developed as part of the transportation analysis (see Section 4.7, *Transportation and Traffic*). Modeled weekday and weekend traffic noise level estimates for the six roadway segments are presented in **Table 4.6-7**.

**TABLE 4.6-7
MODELED TRAFFIC NOISE LEVELS, FOR THE PROPOSED PROJECT AND VARIANTS**

Roadway Segment	Near Term (2016)	Near Term plus Project	dBA Difference	Significant Increase?
Proposed Project				
23rd Street between Potrero Avenue and Utah Street	61.7	60.7	-1.0	No
23rd Street between San Bruno Avenue and Vermont Street	59.7	59.7	0.0	No
24th Street between Potrero Avenue and Utah Street	59.4	61.2	+1.8	No
Potrero Avenue between 23rd and 24th	68.5	68.5	0.0	No
Potrero Avenue between 22nd and 23rd	68.8	68.8	0.0	No
Utah Street between 23rd and 24th	56.8	57.2	+0.4	No
San Bruno Avenue between 23rd and 24th	55.1	56.3	+1.2	No
Roadway Segment	Near Term (2016)	Near Term plus Variant 1	dBA Difference	Significant Increase?
Variant 1				
23rd Street between Potrero Avenue and Utah Street	61.7	61.1	-0.6	No
23rd Street between San Bruno Avenue and Vermont Street	59.7	60.3	+0.6	No
24th Street between Potrero Avenue and Utah Street	59.4	60.7	+1.3	No
Potrero Avenue between 23rd and 24th	68.5	68.3	-0.2	No
Potrero Avenue between 22nd and 23rd	68.8	68.8	0.0	No
Utah Street between 23rd and 24th	56.8	59.7	+2.9	No
San Bruno Avenue between 23rd and 24th	55.1	55.4	+0.3	No
Roadway Segment	Near Term (2016)	Near Term plus Variant 2	dBA Difference	Significant Increase?
Variant 2				
23rd Street between Potrero Avenue and Utah Street	61.7	60.7	-1.0	No
23rd Street between San Bruno Avenue and Vermont Street	59.7	59.7	0.0	No
24th Street between Potrero Avenue and Utah Street	59.4	61.1	+1.7	No
Potrero Avenue between 23rd and 24th	68.5	68.5	0.0	No
Potrero Avenue between 22nd and 23rd	68.8	68.8	0.0	No
Utah Street between 23rd and 24th	56.8	56.9	+0.1	No
San Bruno Avenue between 23rd and 24th	55.1	56.3	+1.2	No
Roadway Segment	Near Term (2016)	Near Term plus Variant 3	dBA Difference	Significant Increase?
Variant 3				
23rd Street between Potrero Avenue and Utah Street	61.7	61.6	-0.1	No
23rd Street between San Bruno Avenue and Vermont Street	59.7	60.4	+0.7	No
24th Street between Potrero Avenue and Utah Street	59.4	60.7	+1.3	No
Potrero Avenue between 23rd and 24th	68.5	68.3	-0.2	No
Potrero Avenue between 22nd and 23rd	68.8	68.8	0.0	No
Utah Street between 23rd and 24th	56.8	60.2	+3.4	No
San Bruno Avenue between 23rd and 24th	55.1	55.1	0.0	No

TABLE 4.6-7 (Continued)
MODELED TRAFFIC NOISE LEVELS, FOR THE PROPOSED PROJECT AND VARIANTS

Roadway Segment	Near Term (2016)	Near Term plus Variant 4	dBA Difference	Significant Increase?
Variant 4				
23rd Street between Potrero Avenue and Utah Street	61.7	60.7	+1.0	No
23rd Street between San Bruno Avenue and Vermont Street	59.7	59.4	-0.3	No
24th Street between Potrero Avenue and Utah Street	59.4	59.9	+0.5	No
Potrero Avenue between 23rd and 24th	68.5	68.4	-0.1	No
Potrero Avenue between 22nd and 23rd	68.8	68.7	-0.1	No
Utah Street between 23rd and 24th	56.8	57.2	+0.4	No
San Bruno Avenue between 23rd and 24th	55.1	55.4	+0.3	No

NOTES:

- ^a Road center to receptor distance is assumed to be 50 feet for values shown in this table. Noise levels were determined using the Federal Highway Administration (FHWA) traffic noise model. The average speed on these segments is assumed to be 25 miles per hour, depending on the roadway. In an existing ambient noise environment of 65 dBA or greater, an incremental increase is considered significant if the noise increase is equal to or greater than 3.0 dBA. In an existing ambient noise environment below 65 dBA, an incremental increase is considered significant if the noise increase is equal to or greater than 5.0 dBA.

SOURCE: ESA 2016

As shown in Table 4.6-7, weekday traffic noise level increases would be less than significant for receptors along all seven roadway segments where noise levels would increase by less than 3 dBA along Potrero Avenue where existing noise levels are 65 dBA or above and less than 5 dBA along all other roadway segments where existing noise levels are less than 65 dBA.

Impact C-NO-1: Operation of the proposed project when considered with other cumulative development would cause a substantial permanent increase in ambient noise levels in the project vicinity. (Less than Significant)

Operational noise impacts of the proposed project would primarily result from increased traffic on the local roadway network. Cumulative plus project traffic data were used to estimate the cumulative operational noise increases shown in **Table 4.6-8** and compared to existing (not near term) traffic noise levels. Cumulative roadside noise increases would be less than 3 dBA along all seven roadway segments analyzed. Consequently, the cumulative increase in roadway noise would be less than significant.

**TABLE 4.6-8
MODELED CUMULATIVE TRAFFIC NOISE LEVELS, FOR THE PROPOSED PROJECT**

Roadway Segment	Existing	2040 plus Project	dBA Difference	Significant Increase?
Proposed Project				
23rd Street between Potrero Avenue and Utah Street	60.9	61.9	+1.0	No
23rd Street between San Bruno Avenue and Vermont Street	59.3	61.8	+2.5	No
24th Street between Potrero Avenue and Utah Street	59.4	61.9	+2.5	No
Potrero Avenue between 23rd and 24th	68.4	69.6	+1.2	No
Potrero Avenue between 22nd and 23rd	68.6	69.6	+1.0	No
Utah Street between 23rd and 24th	56.8	58.2	+1.4	No
San Bruno Avenue between 23rd and 24th	55.1	56.9	+1.8	No

NOTES:

^a Road center to receptor distance is assumed to be 50 feet for values shown in this table. Noise levels were determined using the Federal Highway Administration (FHWA) traffic noise model. The average speed on these segments is assumed to be 25 miles per hour, depending on the roadway. In an existing ambient noise environment of 65 dBA or greater, an incremental increase is considered significant if the noise increase is equal to or greater than 3.0 dBA. In an existing ambient noise environment below 65 dBA, an incremental increase is considered significant if the noise increase is equal to or greater than 5.0 dBA.

SOURCE: ESA 2016

4.6.8 References

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United States Department of Housing and Urban Development (HUD), *The Noise Guidebook*, 1985.

United States Environmental Protection Agency, Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety, March 1974.

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World Health Organization, Guidelines for Community Noise, Geneva, 1999.

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4.7 Transportation and Traffic

4.7.1 Introduction

This section considers the transportation and traffic setting and impacts of construction of a research building on the site of a surface parking lot on the ZSFG campus, and the expansion of the ZSFG parking garage.

4.7.2 Environmental Setting

This section provides a description of the existing transportation and circulation setting within the vicinity of ZSFG. It includes descriptions of the ZSFG Transportation Demand Management (TDM) Plan, existing roadway network, intersection operating conditions, transit network and service, pedestrian and bicycle conditions, on-street loading, emergency access, and parking supply and occupancy.

4.7.2.1 ZSFG Transportation Demand Management Plan

There are many different factors that determine how people travel to/from work, including home location, work shifts, access to transit, and travel incentives and disincentives (i.e. how convenient or costly it is to park). A TDM program is a set of policies and programs that include incentives, information, and education to encourage employees to commute to work by modes other than driving alone. The ZSFG TDM program includes DPH- and UCSF-led strategies that emphasize alternative commuting options, such as public transit, private shuttle service, biking, walking, and carpooling. Note that some strategies are specific to DPH or UCSF employee populations. The key elements of the existing ZSFG TDM plan are listed in **Table 4.7-1**.

Approximately 3,600 employees travel to ZSFG on a daily basis (ZSFG Institutional Master Plan, 2007). Furthermore, approximately 95 to 98 percent of these workers travel to or from ZSFG between 6:00 AM and 12:00 AM, which are the general operating hours for regional transit service in the area (ZSFG Employee Transportation Survey, 2013). As part of the Project Description development and Environmental Review process, TDM planning coordination with UCSF, DPH, the SFMTA, and transportation consultants yielded a list of potential TDM strategies that could be pursued in addition to those already in place to reduce single-occupant vehicle trips for UCSF and DPH employees. Because DPH oversees ZSFG, DPH and UCSF would implement any additional or enhanced TDM measures that would affect transportation conditions at ZSFG, in consultation with SFMTA as necessary. Because the SFMTA is responsible for the operation of the 23rd Street Garage, they may offer input into any potential changes to DPH-led TDM measures that may affect parking conditions at ZSFG. Additional information about the existing travel patterns for DPH and UCSF employees, key elements of the existing ZSFG TDM plan, and new or modified TDM elements under consideration are described in Appendix B of the TIS for this EIR (Appendix C).

**TABLE 4.7-1
EXISTING ZSFG TDM PROGRAM ELEMENTS**

TDM Measure	Affected Employees	Description
Bicycle Parking	UCSF, DPH	All ZSFG employees may use one of two secure on-site bicycle cages, which have a total of 91 Class 1 spaces. In addition, there are 34 bike lockers spread between three locations on the campus site. Bicycle racks are available on Potrero Avenue between 22nd and 23rd Streets, on 22nd Street, east of Potrero Avenue, and near the main hospital entrance.
Showers	UCSF, DPH	Showers are provided, which can be used by bicyclists.
Bicycle Riders Guide	DPH	Routes information and bicycle parking location on SFDPH website.
Car Share	UCSF, DPH	There are two City CarShare and two Zipcar cars available at the 23rd Street parking garage.
Commuter Benefits	UCSF, DPH	All ZSFG employees are eligible for pretax discount purchase of monthly transit passes.
Emergency Ride Home Program	UCSF, DPH	In the case of an emergency, unexpected work delay, or vehicle mechanical problem (including a bicycle problem), UCSF and DPH employees may be reimbursed up to \$50 for their alternative ride home, including a taxi ride, rental car, or car share vehicle.
23rd Street Garage Use	UCSF, DPH	SFMTA offers monthly night parking permits at the 23rd Street parking garage to all ZSFG employees, area residents, and businesses at a discounted rate.
Pre-Tax Program	UCSF	The Pre-Tax program allows UCSF employees to reduce their public transit and non-UCSF vanpool costs by about one-third. The program works by allowing participants to deduct up to \$255 per month from their paycheck without paying payroll taxes on this income
Rideshare Match	UCSF, DPH	SF Environment, Zimride, and 511 assist in matching commuters with similar daily routes to carpool to their destination
Shuttles	UCSF, DPH	<i>UCSF:</i> All UCSF and DPH employees and visitors can use the free UCSF shuttles to travel to/from all UCSF campus sites and secondary campus sites in the City. Two shuttles (Gold and Blue routes) operate from ZSFG to the UCSF Parnassus, Mt. Zion, and Mission Bay campus sites. UCSF also operates the Yellow route that provides shuttle service to 16th Street BART station. <i>ZSFG:</i> All UCSF and DPH employees and visitors can use the free ZSFG shuttle that operates between ZSFG and the 24th St BART station during peak commute hours (5:30 AM-9:00 AM and 4:00 PM - 7:00 PM).
TDM Program Marketing	DPH	DPH participates in outreach to all employees on the campus site to raise awareness about the existing TDM program through information tables, newsletters, and website advertising.
Telecommuting Policy	UCSF, DPH	Eligibility to telecommute for all ZSFG employees determined by job position/requirements and Department
Vanpool Program	UCSF	The UCSF vanpool program requires a minimum of seven participants per vanpool. The driver participates for free, and the riders pay between \$220 and \$500 per month per person; monthly fees are based on the total round-trip miles driven per day.
Zimride	UCSF	UCSF-specific Zimride (ride sharing) website

SOURCE: UCSF and DPH Staff, 2013

UCSF Transportation Services monitors transportation conditions at all campus sites. However, UCSF does not monitor conditions at the same level of detail at ZSFG as at other campus sites and would have to coordinate with the DPH, which oversees ZSFG, to implement any changes that would affect transportation conditions at ZSFG. In the future, DPH will continue to monitor vehicle traffic conditions, transit operations, DPH shuttle ridership, adequacy of pedestrian and bicycle facilities, and loading and parking conditions within and surrounding ZSFG. UCSF will continue to monitor ridership of the UCSF shuttle at ZSFG. This monitoring program would be informed by the annual ZSFG Employee Transportation Survey, and input from UCSF and DPH staff and patients and visitors.

4.7.2.2 ZSFG-Serving Shuttle Systems

UCSF and DPH independently operate shuttle systems that serve all ZSFG employees, patients, and visitors at ZSFG.

The DPH-operated free shuttle travels between ZSFG and the 24th Street BART station during peak commute hours (5:30 AM-9:00 AM and 4:00 PM-7:00 PM). The shuttle currently serves about 90 passengers on average per weekday, with no passengers left behind due to “pass-bys” (i.e., shuttle not stopping because it is full). If DPH notices that this condition occurs, additional shuttle runs would be scheduled. In addition, during construction of the new ZSFG hospital, a shuttle traveled between ZSFG and a free, off-site parking lot for employees located at 2000 Marin Street.¹

The UCSF-operated free shuttle provides service between its campus sites, transit facilities, and remote parking lots within the city. Service includes 13 fixed-route lines and two on-demand evening services between the Parnassus Heights and Mission Bay campus sites - three of the fixed route lines serve ZSFG: Gold, Blue, and Yellow. UCSF shuttle headways are generally between 15 to 25 minutes, and most routes operate between 6:00 AM and 9:00 PM, Monday through Friday. On average, the Gold and Blue routes serve 450 passengers per weekday, while the Yellow route serves 220 passengers. UCSF monitors the capacity utilization of its routes via monthly boarding audits, driver and rider feedback, program analysis from external consultants, stop audits, and consultation with UCSF Planning. UCSF’s shuttle system is a key strategy in providing efficient inter-campus travel. As part of this service, UCSF has and will continue to make periodic minor operational changes to improve operations or to respond to specific community concerns.

Both DPH and UCSF shuttles stop at the following locations: on the north side of ZSFG on 22nd Street, on the south side in the passenger drop-off circle, and on 23rd Street in front of the 23rd Street garage (which is shared with Muni). The capacity for the DPH shuttle is 30 people per vehicle. The seated capacity of the Blue and Yellow lines is 22 people per vehicle, while the Gold line uses a mixed fleet of 22- and 30-seater vehicles.

¹ This parking lot closed and the shuttle ceased operation in January 2016.

4.7.2.2 Regional Setting

Regional Roadway System

U.S. Highway 101 (U.S. 101) provides the primary regional access to ZSFG and runs north-south through the study area. U.S. 101 connects San Francisco with the peninsula and the South Bay to the south and with the North Bay to the north via the Golden Gate Bridge. U.S. 101 connects to Interstate 80 north of the study area, providing access to the East Bay via the San Francisco-Oakland Bay Bridge. Northbound and southbound on- and off- ramps from U.S. 101 are located just south of ZSFG at Cesar Chavez Street. A northbound U.S. 101 off-ramp is also located just north of ZSFG at Mariposa Street. Within the northern part of San Francisco, U.S. 101 operates on surface streets (i.e., Van Ness Avenue and Lombard Street).

Regional Transit System

The following regional transit services operate within San Francisco and are accessible from ZSFG via Muni or shuttle. The regional transit routes (including service frequencies during the weekday morning and evening peak periods, hours of operations and neighborhoods served) serving the transit study area are presented in **Table 2-6** in Appendix B of the TIS for this EIR (Appendix C).

Caltrain provides passenger rail service on the Peninsula between San Francisco and Downtown San Jose, with several stops in San Mateo County and Santa Clara County; limited service is available south of San Jose. Caltrain service headways during the AM and PM peak periods are 10 to 60 minutes, depending on the type of train. The peak direction of service is southbound during the AM peak period and northbound during the PM peak period. Caltrain service terminates at the San Francisco Station at Fourth/King which is served by local, limited, and express “Baby Bullet” trains. The closest Caltrain station to the study area is the 22nd Street station, which is accessible via Muni Route 48.

BART provides regional commuter rail service between San Francisco and the East Bay, as well as between San Francisco and San Mateo County. Weekday hours of operation are between 4:00 AM and midnight. During the weekday PM peak period, headways are 5 to 15 minutes along each line. Within San Francisco, BART operates underground along Market Street to Civic Center Station and through the Mission District towards Daly City. The closest BART station to the study area is the 24th Street Mission BART station, which is accessible via Muni Route 48 or the ZSFG shuttle.

AC Transit operates bus service in western Alameda and Contra Costa Counties, as well as routes to the City of San Francisco and San Mateo County. AC Transit operates 33 “Transbay” bus routes between the East Bay and the Temporary Transbay Terminal, located at Howard Street and Beale Street. AC Transit does not directly serve ZSFG, and riders need to transfer to Muni at the Temporary Transbay Terminal to access ZSFG. The majority of Transbay service is provided only during commute periods in the peak direction of travel (into San Francisco during the AM peak period and out of San Francisco during the PM peak period), with headways between buses from 15 to 20 minutes. All-day service is provided on a few lines, with headways of approximately 30 minutes.

SamTrans operates bus and rail service in San Mateo County. A few SamTrans bus routes also serve the Temporary Transbay Terminal, including Routes 292 and 397. These routes are only allowed to carry passengers to and from San Francisco and not within San Francisco. Route 292 makes San Francisco stops along Potrero Avenue and Mission Street throughout the day. The AM peak-hour headways are between 10 and 15 minutes, and the PM peak-hour headways are 20 minutes. Route 397 runs along Mission Street in San Francisco, but stops only at the Temporary Transbay Terminal. Route 397 is a late night service route with headways of one hour.

Golden Gate Transit (GGT) provides bus service between the North Bay (Marin and Sonoma counties) and San Francisco. GGT operates 22 commuter bus routes, nine basic bus routes, and 16 ferry feeder bus routes into San Francisco. Bus routes operate at headways of 15 to 90 minutes depending on time and day of week and bus type. GGT also operates ferry service between the North Bay and San Francisco, connecting Larkspur and Sausalito with the Ferry Building at the foot of Market Street in San Francisco during the morning and evening commute periods. GGT bus and ferry services do not directly serve ZSFG, and riders need to transfer to Muni to access ZSFG.

4.7.2.3 Local Setting

Local Roadway System

Local access to ZSFG is provided by an urban street grid network. The local road network consists primarily of two-lane roadways with on-street parking (Residential Parking Permit Zone W) and sidewalks provided on both sides of the streets in most areas. Exceptions to these characteristics are noted in the roadway descriptions below.

- **Potrero Avenue** is a north-south Major Arterial that borders ZSFG to the west, running parallel to, and connecting with, U.S. 101. There are interchanges with U.S. 101 at Division Street to the north, and at Cesar Chavez Street to the south. In the study area, Potrero Avenue has two travel lanes in each direction in addition to a northbound bus-only lane that extends from 22nd Street to 23rd Street. There are protected left-turn lanes on the southbound approaches to 22nd Street and 23rd Street. There are Class II bicycle lanes (part of Bicycle Route 25). Potrero Avenue is designated as a Freight Traffic Route (between Bryant Street and Cesar Chavez Street) in the *San Francisco General Plan*, and is also part of the Congestion Management Program network and the Metropolitan Transportation System street network.
- **Utah Street** runs north-south from 23rd Street to just south of 25th Street (dead ends at Potrero del Sol Park), and borders the ZSFG parking garage to the west.
- **San Bruno Avenue** runs north-south from 23rd Street to south of 25th Street (where it dead ends). In addition there is a segment that extends from 22nd Street northward to a dead end.
- **Vermont Street** runs north-south between 22nd Street and 25th Street and borders ZSFG to the east. Between 22nd Street and 23rd Street, it is part of the campus site and runs one-way in the southbound direction. On the west side of the street, there is a discontinuous 12- to 15-foot-wide sidewalk, with an approximately 500-foot-long gap north of 23rd Street.

- **20th Street** is a discontinuous east-west road, with one of its breaks being U.S. 101. West of U.S. 101, 20th Street runs from Potrero Avenue to Sanchez Street.
- **22nd Street** is a discontinuous east-west road, with one of its breaks being U.S. 101. West of U.S. 101, 22nd Street runs between Vermont Street and Diamond Street. Between Vermont Street and Potrero Avenue, 22nd Street runs through ZSFG, and the street continues westward from Potrero Avenue, about 250 feet to the south.² A pedestrian overpass connects 22nd Street from Vermont Street over U.S. 101 to Kansas Street. 22nd Street is designated as Bicycle Route 44 between Potrero Avenue and Chattanooga Street.
- **23rd Street** runs east-west between Carolina Street and Grand View Avenue, crossing over U.S. 101 and bordering ZSFG campus to the south and the ZSFG parking garage to the north. 23rd Street provides access to the main entrance of ZSFG. The street is offset by about 100 feet on either side of Potrero Avenue. Between Potrero Avenue and Kansas Street, 23rd Street has Class II bicycle lanes or sharrows and is designated as Bicycle Route 525.
- **24th Street** is a discontinuous east-west road, with one of its breaks being U.S. 101. West of U.S. 101, 24th Street runs between Vermont Street and Grand View Avenue.
- **25th Street** is a discontinuous east-west road, with one of its breaks being U.S. 101. West of U.S. 101, 25th Street runs between Vermont Street and Grand View Avenue. The street is offset by about 150 feet on either side of Potrero Avenue.

Intersection Operating Conditions

On January 20, 2016, under Senate Bill (SB) 743 passed in 2013, the Governor's Office of Planning and Research (OPR) released a revised proposal for changes to the CEQA Guidelines that will amend the way transportation impacts are analyzed (Public Resources Code Section 21099). Specifically, SB 743, codified as Public Resources Code Section 21099, requires OPR to amend the CEQA Guidelines to provide an alternative to Level of Service (LOS) for evaluating transportation impacts. Measurements of transportation impacts may include "vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated." Once the CEQA Guidelines are amended to include those alternative criteria, auto delay will no longer be considered a significant impact under CEQA. Because the amended CEQA Guidelines are still under review, and the UC Regents has not yet adopted VMT as a transportation impact criterion, the transportation analysis herein presents LOS analysis.

Intersection operating conditions at 13 intersections were evaluated during the weekday peak hours of the AM (7:00 AM-9:00 AM) and PM (4:00 PM-6:00 PM) peak periods. Intersections usually form the critical capacity constraints on roadways. Therefore, most transportation analyses examine intersection operations as a measure of overall roadway conditions.

The operating characteristics of intersections are evaluated using the concept of Level of Service ("LOS"). LOS is a qualitative description of driver comfort and convenience. Intersection levels of service range from LOS A, which indicates free flow or excellent vehicle flow conditions with short

² Upon completion of the new hospital, emergency vehicles will access the Emergency Department via 22nd Street; parking will be removed from the north side of 22nd Street from Potrero Avenue to just east of the Emergency Department driveway.

delays, to LOS F, which indicates congested or overloaded vehicle flow conditions with extremely long delays. In San Francisco, LOS A through D is considered acceptable, and LOS E and LOS F are considered unsatisfactory service levels. The intersections were evaluated using the 2000 Highway Capacity Manual (HCM) methodology. Tables summarizing the relationship between average delay per vehicle and LOS for signalized and unsignalized intersections according to the 2000 HCM method can be found in the appendices of the TIS for this EIR (Appendix C).

For signalized intersections, this methodology determines the capacity for each lane group approaching the intersection. The LOS is based on average delay (in seconds per vehicle) for the various movements within the intersection. A combined weighted average delay and LOS is presented for the intersection. For unsignalized intersections, operations are defined by the average control delay per vehicle (in seconds per vehicle) for each stop-controlled movement or movement that must yield the right-of-way, and the LOS is determined by the worst (highest average delay) approach. Generally, the delay ranges for each LOS are lower than for signalized intersections because drivers expect less delay at unsignalized intersections.

As shown in **Table 4.7-2**, all 13 study intersections operate at an acceptable level of service, which is LOS D or better, during the AM and PM peak hours. In fact, 11 of the 13 intersections operate at LOS C or better during the AM and PM peak hours; Potrero Avenue / 23rd Street operates at LOS D during the AM and PM peak hours, and Potrero Avenue / 24th Street operates at LOS D during the PM peak hour.

Local Transit System

Local transit service for ZSFG is provided by the San Francisco Municipal Railway (Muni) bus and light rail lines, which can be used to access regional transit operators. As described above, ZSFG and UCSF supplement Muni transit service with separate shuttle systems that provide direct connections to BART, off-site parking locations³, and UCSF-operated facilities throughout San Francisco.

San Francisco Municipal Railway (Muni) provides transit service within the City and County of San Francisco, including bus (both diesel and electric trolley), light rail (Muni Metro), cable car, and electric streetcar lines. Muni operates eight bus lines within about a quarter-mile walk (see the TIS, Appendix G for details about these transit lines). Muni Forward (formerly the Transit Effectiveness Project, or TEP) serves as both a thorough review of and repositioning of San Francisco's public transit system, initiated by SFMTA in collaboration with the City Controller's Office. Muni Forward is aimed at improving reliability, reducing travel times, providing more frequent service and updating Muni bus routes and rail lines to better match current travel patterns. Muni Forward recommendations include new routes and route realignments, more service on busy routes, and elimination or consolidation of certain routes or route segments with low ridership. The recommendations were unanimously endorsed by the SFMTA Board of Directors in October 2008, for environmental impact review. The initial recommendations were revised based on public feedback on the draft environmental impact report (EIR). The final EIR

³ The off-site lot (and shuttle service serving it) closed in January 2016.

**TABLE 4.7-2
EXISTING PEAK-HOUR INTERSECTION LEVEL OF SERVICE (LOS)**

Intersection	Traffic Control ^a	Peak Hour	Delay (seconds) ^b	LOS ^c
1. Potrero Avenue / 20th Street	Signal	AM PM	12 13	B B
2. Potrero Avenue / 22nd Street (north)	Signal	AM PM	13 12	B B
3. Potrero Avenue / 22nd Street (south)	Signal	AM PM	15 14	B B
4. Potrero Avenue / 23rd Street	Signal	AM PM	49 43	D D
5. Utah Street / 23rd Street	SSS	AM PM	12 (NB) 13 (NB)	B B
6. West ZSFG Driveway / 23rd Street	AWS	AM PM	>10 (EB) <10 (WB)	B A
7. San Bruno Avenue / 23rd Street	AWS	AM PM	<10 (WB) >10 (WB)	A B
8. East ZSFG Driveway / 23rd Street	SSS	AM PM	>10 (SB) >10 (SB)	B B
9. Vermont Street / 23rd Street	AWS	AM PM	12 (WB) 12 (WB)	B B
10. Potrero Avenue / 24th Street	Signal	AM PM	22 47	C D
11. Utah Street / 24th Street	AWS	AM PM	12 (EB) 11 (WB)	B B
12. Parking Garage Driveway / 24th Street	SSS	AM PM	<10 (SB) >10 (SB)	A B
13. Potrero Avenue / 25th Street	Signal	AM PM	31 20	C C

NOTES:

^a AWS = All-way stop controlled; SSS = Side Street stop controlled; Signal = Signal controlled

^b Delay reported as seconds per vehicle. For signalized intersections, a combined weighted average delay for the various movements within the intersection is reported. For SSS and AWS intersections, the highest average delay for an approach is reported.

^c For signalized intersections, LOS based on average intersection delay, based on the methodology in the Highway Capacity Manual, 2000. For unsignalized intersections, LOS is based on the worst approach, which is indicated in parentheses.

SOURCE: Fehr & Peers, 2013.

was certified on March 27, 2014, and the SFMTA Board of Directors approved most of the Service Improvements and portions of the Transit Travel Time Reduction Proposals on March 28, 2014.⁴ Muni Forward projects would be implemented based on funding and resource availability. The Muni Forward Implementation Strategy anticipates that many of the improvements would be implemented sometime between Fiscal Year 2014 and Fiscal Year 2019, subject to funding

⁴ San Francisco Planning Department. 2014. TEP Final EIR, March 27, 2014, Available online at <http://tepeir.sfplanning.org>. Accessed April 3, 2014. Case No. 2011.0558E. The document and supporting information may also be viewed at the Planning Department, 1650 Mission Street, Suite 400, San Francisco, CA in case file 2011.0558E.

sources and resource availability.⁵ The changes proposed by Muni Forward for routes near the ZSFG are described in the TIS for this EIR (Appendix C).

Pedestrian Circulation

Pedestrian facilities include sidewalks, crosswalks, curb ramps, and pedestrian countdown signals at intersections. Pedestrian facilities in the area immediately surrounding ZSFG are relatively complete. There are 12- to 15-foot-wide sidewalks on the both sides of most streets, and crosswalks on most legs of intersections. Pedestrian and countdown signals are currently provided at all study intersections, and there are no missing curb ramps or multiple turning lanes for pedestrians to cross. There is also a signalized midblock crossing across Potrero Avenue between 22nd and 23rd streets that provides pedestrian access to the Muni bus stops on either side of the street.

Sidewalks in the study area generally meet or exceed the minimum and recommended widths set forth in the San Francisco Planning Department's *Better Streets Plan* (2010). Exceptions include the sidewalk on the west side of Vermont Street between 22nd and 25th streets, which is only five feet wide.

Pedestrian volumes were collected at each study intersection during the morning (7:00 AM to 9:00 AM), midday (1:00 to 3:00 PM), and evening (4:00 PM to 6:00 PM) peak periods. In addition, pedestrian volumes were collected at four study locations during the midday period (2:30-4:30 PM) to determine the pedestrian volumes during employee shift changes. Note: walking to and from ZSFG is not a primary travel mode option for many of UCSF and DPH employees (approximately 3% of UCSF and DPH employees walk to the hospital).

The busiest pedestrian locations in the study area are along the southern edge of ZSFG, including the crosswalk between the SFMTA parking garage into ZSFG, the sidewalks along 23rd Street, and the signalized intersection of Potrero Avenue and 24th Street. Several hundred pedestrians were counted at each of these locations during the AM, mid-day, and PM peak hours, with the highest pedestrian activity generally occurring during the AM peak hour. Many visitors and employees drive to ZSFG and park at the SFMTA parking garage, while other visitors and employees arrive via UCSF shuttles, which stop on the southern side of 23rd Street, both of which contribute to the high pedestrian volumes crossing 23rd Street. For those that arrive to ZSFG via Muni, the primary walking path from stops at Potrero Avenue and 22nd or 24th streets is along 23rd Street and Utah streets. The 48 Quintara/24th Street stops directly in front of ZSFG on 23rd Street and Utah Street. 24th Street west of Potrero Avenue is a busy commercial thoroughfare that generates a lot of pedestrian activity as well. Other gateways into ZSFG including the mid-block signalized crosswalk just north of 23rd Street and the intersection of 22nd Street. Both gateways were observed to have moderate levels of pedestrian activity, with fewer than 100 pedestrians at each location. The mid-block signalized crosswalk has less pedestrian activity than 22nd Street due to the ongoing construction activity related to the SFGH Hospital project at the time of the pedestrian counts.

⁵ San Francisco Municipal Transportation Agency. 2014. TEP Implementation Workbook, March 5, 2014, Available online at: http://www.sfmta.com/sites/default/files/projects/TEP%20Implementation%20Plan%20-%20Section%201%20%282%29_1.pdf. Accessed June 27, 2014.

Pedestrian impediments within the study area include U.S. 101, which provides a barrier to east-west pedestrian circulation in the study area. Pedestrian access across U.S. 101 is provided on 23rd Street and at the pedestrian bridge at 22nd Street. (There also is a pedestrian bridge just north of 25th Street, but it is currently closed, with pedestrians directed to use 23rd Street). The combination of high pedestrian volumes crossing 23rd Street between the parking garage and ZSFG, private vehicles entering the ZSFG passenger drop-off area, Muni buses, and large delivery trucks all contribute to a busy and sometimes disorienting feel in the zone along 23rd Street in front of ZSFG. This is partially caused by the staggered intersections along 23rd Street between Utah Street and San Bruno Avenue. This design creates some uncertainty about where vehicles should stop and where pedestrians should cross, as pedestrian often desire to cross outside the marked crosswalks. However, vehicle travel speeds are generally slow through this area, which minimizes the potential for pedestrian and vehicle conflicts.

Bicycle Circulation

The majority of the study area is flat, with limited changes in grades, facilitating bicycling within and through the area. UCSF has identified bicycling as an effective tool in reducing congestion and pollution, promoting good health, and creating a livable environment. Based on transportation commute surveys conducted in 2013⁶, approximately 7% of UCSF and DPH employees bike to the hospital, which is consistent with the bicycling mode share throughout San Francisco.

Bicycle facilities in San Francisco consist of bicycle paths, bicycle lanes, bicycle routes, and cycle tracks. Bicycle Paths (Class I) provide a completely separated right-of-way for the exclusive shared use of cyclists and pedestrians. These facilities are off-street and minimize cross-flow traffic, but they can be adjacent to an existing roadway. Bicycle Lanes (Class II) provide a striped, marked and signed lane for bicycle travel. These one-way facilities are located on roadways and reserve a minimum of four to five feet of space for exclusive bicycle traffic. Bicycle Routes (Class III) provide a shared travel lane marked and signed for shared use with motor vehicle traffic. These facilities may or may not be marked with “sharrows” to emphasize that the roadway space is shared. Cycle Tracks (Class IV) provide a striped, marked and signed bicycle lane physically buffered from vehicle traffic (via vertical obstructions such as bollards, parked vehicles, or other mechanism). These facilities are located adjacent to roadways and reserve a minimum of four to five feet of space for exclusive bicycle traffic. Bicycle facilities located within or near ZSFG are described above as part of the description of local roadways.

The *San Francisco Bike Plan* (June 2009) (herein “Bike Plan”) includes planned short-term improvements to Bicycle Route 525 on 23rd Street (i.e., the striping of Class II bicycle lanes between Kansas Street and Potrero Avenue). There are no planned Class IV cycle tracks in the study area.

Bicycle counts were collected at each study intersection during the morning (7:00 AM to 9:00 AM) and evening (4:00 PM to 6:00 PM) peak periods. In addition, bicycles were counted at four study locations during the midday period (2:30 to 4:30 PM) to determine the bicycle volumes during shift changes. The highest number of bicycles during the AM and PM peak hours were observed on

⁶ The employee survey was updated in October 2015, yielding similar results.

Potrero Avenue and 23rd Street, which provide the primary north-south and east-west bicycle access within the study area, respectively.

The San Francisco Planning Code Section 155.2 defines two types of bicycle parking. Class 1 spaces are spaces in secure, weather-protected facilities intended for use as long-term, overnight, and work-day bicycle storage by dwelling unit residents, nonresidential occupants, and employees. Class 2 spaces are spaces located in a publicly-accessible, highly visible location intended for transient or short-term use by visitors, guests, and patrons to the building or use.

Class 1 spaces provided for employee use include two secure onsite bicycle cages with a total of 91 spaces. Use of the Class 1 storage space requires a ZSFG ID badge, but lockers are not assigned. These lockers are typically 65 percent full. The 23rd Street garage also has 127 Class 1 spaces in three areas, which are typically 100 percent full.

Class 2 spaces provided for visitors and patients include a total of 116 bicycle rack spaces on-campus, on Potrero Avenue between 22nd and 23rd Streets, 22nd Street east of Potrero Avenue (near the main hospital entrance), and inside the 23rd Street parking garage. Within the garage, 10 Class 2 spaces are provided on the 24th Street side next to the stairway, while another 10 Class 2 spaces are located on the 3rd level on the 23rd Street side. On a typical weekday, about half of the available bicycle parking spaces are used.

Loading Conditions

ZSFG has both service vehicle and passenger loading. There are four off-street and two on-street service vehicle loading facilities serving the existing uses on the project site. Deliveries to the off-street service vehicle loading facilities are infrequent, and loading vehicles are often parked for extended periods. On-street loading facilities are typically used for deliveries or short-term loading demand. There are also two designated passenger drop-off locations on the north and south side of the main hospital building. The southern passenger drop-off area adjacent to 23rd Street is generally used more frequently than the northern passenger drop-off area.

There are existing loading areas that provide space for passenger and vehicle loading. They are well-utilized throughout the day, with peak levels of utilization typically occurring from 8:00 to 10:00 AM and 12:00 to 3:30 PM. Although no delivery vehicles were observed double parking or using other facilities, on occasion, some passenger vehicles were observed to double park near the intersection of 23rd Street / San Bruno Avenue while waiting to pick-up/drop-off employees, patients, or visitors at ZSFG. Additionally, some passenger loading vehicles used empty parking spots for pick-up and/or drop-off because of proximity to destination. No conflicts between loading vehicles and Muni were observed.

Emergency Vehicle Access

Emergency transport vehicles typically use Potrero Avenue through the study area when heading to and from an emergency and/or the emergency drop-off area at ZSFG. Arterial roadways allow emergency vehicles to travel at higher speeds and provide enough clearance space to permit other traffic to maneuver out of the path of the emergency vehicle and yield the right of way. Ambulances

currently use an exclusive driveway off 23rd Street west of Vermont Street to access the emergency room drop-off area on the south side of the main hospital. Upon completion of the new ZSFG hospital, the emergency room will be relocated to the new hospital, and ambulances will be rerouted to a loop driveway off 22nd Street. There are two San Francisco Fire Department fire stations within one mile of ZSFG: Station 7 (Folsom Street at 19th Street in the Mission) and Station 8 (Wisconsin Street at 22nd Street in Potrero Hill).

Parking Conditions

On-Campus Parking

The ZSFG campus site currently has 18 surface parking areas and three adjacent streets designated for ZSFG employee or visitor parking (see Table 2-8 in the TIS, Appendix C). The ZSFG campus site contains a total of 728 parking spaces, of which 527 are located in parking lots, and 201 are located on streets. Additionally, a garage structure, closely associated with ZSFG, owned by the Parking Authority of the City and County of San Francisco, and operated by LAZ Parking, is located at the southern edge of the ZSFG campus site. The main access is on 24th Street, with secondary access on 23rd Street (after 6:00 PM on weekdays and all day on weekends). The 23rd Street access point is not open prior to 6:00 PM in order to reduce the amount of traffic on 23rd Street during the day. The parking structure has a parking capacity of 820 stalls. Attendant parking is offered from 8:30 AM to 6:00 PM on weekdays, and with valet parking on the roof and on the first, the total parking capacity increases by approximately 110 vehicles.

Hospital employees pay to park at the ZSFG campus. All ZSFG employees are eligible for monthly parking permits. Parking permits for on-campus parking lots, the 23rd Street Garage, and designated on-street areas are issued to employees by the ZSFG Garage Parking Office on a first come, first served basis, although the ZSFG administration may elevate the priority of some clinical staff to move faster in the waiting list. Employees pay a fee for monthly parking. Approximately 850 employees receive a subsidy on the parking fee as part of an SEIU employee benefit per a collective bargaining agreement.

Of the total number of off-street parking spaces provided within the ZSFG campus site (excluding the 23rd Street Garage), about 66% are reserved for hospital staff, service vehicles, and City officials. Of the total number of all parking spaces at the campus site (including the 23rd Street garage), about two-thirds could be used by patients and visitors, although in practice only about 30 percent of the spaces are currently available to them, as more than two-thirds of the vehicles parked at the 23rd Street garage are estimated to be ZSFG employees.

Parking occupancy was surveyed three times on a single day (from 10:00 AM to noon, from noon to 2:00 PM, and from 6:00 to 8:00 PM) throughout the campus site and the adjacent 23rd Street garage. The period with the highest occupancy is between 10:00 AM and noon (97%), followed by the period between noon and 2:00 PM (93%); the utilization after 6:00 PM drops substantially (37%).

According to management of the 23rd Street garage, the peak times of ingress and egress occur at the beginning and end of the day. Most cars come in by 9:30 AM and exit around 3:30 to 5:30 PM. Overnight utilization rates are below 5%, while weekend utilization is around 15%.

Vehicle queuing at the garage exit has been observed during the shift change period (from 3:00 to 4:00 PM), as well as during the PM peak commute period (from 4:00 to 6:00 PM). This vehicle queuing is due to the requirement to pay at the exit booth and the merging with the surrounding traffic flows. In general, inbound traffic to the 23rd Street garage operates smoothly, with each entering lane providing queuing space for approximately two vehicles. Occasional inbound vehicle queuing has also been observed during the AM peak period (from 7:00 AM to 9:00 AM), but the queues neither extend down the block nor interfere with Muni, bicyclists, or pedestrians.

Off-Campus (On-Street) Parking

There are approximately 1,510 off-campus parking spaces within a two-block radius of the ZSFG campus site.⁷ Most of the on-street parking spaces in the study area are part of RPP Zone W.⁸ The following street sections are not affected by RPP Zone W:

- 22nd Street between Potrero Avenue and Vermont Street – the north side of the street is signed for ZSFG staff parking only, while the south side has a combination of yellow zone for service loading and short-term public parking.
- The north side of 23rd Street between Potrero Avenue and Vermont Street – this section allows 2-hour parking without any permit.
- The west side of San Bruno Avenue, north of 22nd Street – this section is signed for ZSFG staff parking only.

Off-campus parking occupancy was surveyed three times on a single day (from 10:00 AM to noon, from noon to 2:00 PM, and from 6:00 to 8:00 PM). During the weekday midday period (10:00 AM to 2:00 PM), the overall average occupancy is approximately 60%, while the average occupancy rate in the immediate vicinity of the ZSFG campus site (one block radius) is substantially higher, at approximately 80%. During the evening period, the overall average occupancy rate is higher (80%), with the parking utilization in the immediate vicinity of the ZSFG campus site is at its practical capacity (96%).

4.7.3 Significance Standards

Would the project:

- a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?
- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

⁷ The parking study area is bounded York Street (on the west), 25th Street (on the south) and Rhode Island Street (on the east); the northern border is 20th Street west of U.S. 101 and 22nd Street east of U.S. 101.

⁸ Within RPP Zone W, vehicles without a RPP permit are allowed to park for one hour from Monday to Friday between 8:00 AM and 6:00 PM, while vehicles with a permit are allowed to park without time restrictions. ZSFG does not make residential parking permits available to its faculty and staff.

- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?
- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- e) Result in inadequate emergency access?
- f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?
- g) Exceed the applicable LRDP EIR standard of significance by causing substantial conflict among autos, bicyclists, pedestrians, and transit vehicles?

4.7.4 Analysis Methodology

Below is a list of thresholds of significance used by UCSF to assess whether the proposed project would result in significant impacts to the transportation network. With the exception of the transit category, UCSF's significance criteria is the same as that used by the City of San Francisco Planning Department as part of their standard environmental review of proposed projects.

4.7.4.1 Traffic

Signalized Intersections – a significant impact would occur if:

- Project traffic causes intersection LOS D or better to deteriorate to LOS E or F.
- Project traffic causes intersection LOS E to deteriorate to LOS F.
- Project increases traffic by five percent on critical movements operating at LOS E or F of an intersection operating at LOS E or F under Existing conditions.

Unsignalized Intersections – a significant impact would occur if:

- Project traffic causes the LOS at the worst approach to deteriorate from LOS D or better to LOS E or F, and Caltrans signal warrants would be met.
- Project traffic causes Caltrans signal warrants to be met when the worst approach is already operating at LOS E or F.
- Project adds traffic to an intersection that operates at LOS E or F under Existing conditions and makes a considerable contribution (five percent on critical approaches operating at LOS E or F) to the worsening of the average delay per vehicle and Caltrans signal warrants would be met.

Cumulative – a significant impact would occur if:

- Project would make a considerable contribution to the deterioration of intersection conditions (LOS E or F) if Project-generated traffic contributes five percent or more to the critical movements operating at LOS E or F under cumulative conditions.

4.7.4.2 Transit

The project would have a significant effect on the environment if project demand for public transit causes the need for development or expansion of mass transit facilities, the development of which would cause significant environmental impacts.

4.7.4.3 Pedestrians and Bicycles

The project would have a significant effect on the environment if it would cause a substantial conflict among autos, bicyclists, pedestrians, and transit vehicles.

4.7.4.4 Loading

The project would have a significant effect on the environment if it would result in a loading demand during the peak hour of loading activities that could not be accommodated within proposed on-site loading facilities or within convenient on-street loading zones, or if it created potentially hazardous conditions or significant delays affecting traffic, transit, bicycles, or pedestrians.

4.7.4.5 Parking

Project-generated parking demand that is not met by the project is not considered significant.

4.7.4.6 Construction

Construction-related impacts generally would not be considered significant due to their temporary and limited duration.

4.7.5 Issues Adequately Addressed in the Initial Study

After evaluation of the proposed project, the Initial Study concluded that neither the proposed project nor variants would change existing air traffic volumes or affect existing air traffic patterns from San Francisco International Airport (approximately nine miles to the south) that would result in substantial safety risks. Therefore, no additional analysis of this issue is required.

4.7.6 Impacts and Mitigation Measures

4.7.6.1 Impact Methodology

Analysis Approach

The transportation analysis in this EIR considers operations-related issues related to vehicular traffic, transit facilities, pedestrians, bicyclists, and parking, as well as construction-related impacts, associated with the proposed project (new research building and expansion of the 23rd Street garage). Transportation conditions were assessed for Near Term plus Project and Cumulative (Year 2040) conditions. Near Term Conditions assumes the New Hospital, and circulation changes are complete and operational. In addition, Near Term conditions include changes to Potrero Avenue included in SFMTA's Muni Forward and Potrero Streetscape Improvements.

Cumulative (Year 2040) conditions assume that the space vacated in the Main (Old) Hospital upon completion of the New Hospital will be completely backfilled by DPH, and the space vacated by UCSF at ZSFG also will be occupied with new DPH staff. The Year 2040 conditions assess the long-term impacts of the proposed project in combination with projected development within San Francisco and the rest of the Bay Area, as well as implementation of planned transportation infrastructure projects. Year 2040 conditions traffic volumes were estimated based on cumulative development and growth identified by the SFCTA SF-CHAMP travel demand model, using model output that represents Existing conditions as well as Year 2040 conditions. In addition, Year 2040 conditions include changes to the transportation network beyond those envisioned for Near Term conditions, such as SFMTA's Muni Forward, the San Francisco Bicycle Plan, the Caltrain Electrification Program, and other transportation projects outside the study area.

Travel Demand Estimates

Travel demand estimates for the proposed project are based on the current and projected average number of UCSF staff and visitors on a typical weekday. Forecasting the net new travel demand involves estimating the number of trips generated by the proposed project associated with the new population (UCSF staff and visitors) at the site.

Typical weekday, as well as weekday AM and PM peak hour, person trip generation rates were developed for each UCSF population group at the ZSFG campus site, based on the additional number of people arriving and departing the proposed project site, as gathered from surveys. The population groups include staff (clinicians, researchers and other UCSF personnel) and visitors (staff visitors, vendors, and service providers to UCSF). The proposed research building could increase the onsite population by up to 118 people (up to 108 staff and 10 visitors) on an average weekday. The precise number of new staff onsite will be determined after an accounting of how much space is available after staff currently onsite are moved into the new research building.

The proposed project is estimated to generate up to approximately 417 new person trips at ZSFG on a typical weekday. That number of trips reflects the total number of additional person trips that would be generated by the proposed project; it has not been adjusted to subtract trips associated with other existing land uses at the site and internal trips expected to occur within the site. An internal trip is an origin-destination pair within the same site (e.g. a researcher at the ZSFG hospital traveling from her office to the hospital building and returning back to her office afterwards). This applies to staff trips only and not to visitor trips, which are all assumed to be external to the ZSFG campus site. Taking those internal trips into account, the proposed project is estimated to generate up to approximately 340 new external daily person trips.

Variant Trip Generation

The four Variants all would have the same trip generation for the proposed research building at the B/C Lot because the proposed changes to the parking garage would not affect travel demand. However, Variants 1 and 3, which include 5,000 square feet of retail uses, would generate an additional 750 daily person trips, 480 of which would be trips linked to other activities occurring in the vicinity of the campus, and 270 would be new external trips.

Project Trip Distribution

Project-generated person trips were assigned to San Francisco and regional origins / destinations, including the four San Francisco Superdistricts (northeast, northwest, southeast, and southwest quadrants of the City), the East Bay, the North Bay, and the South Bay, as well as areas outside of the Bay Area region. Information collected by UCSF as part of their ongoing transportation surveys of employees, and visitors were used in this analysis. Most project-generated trips would come from Superdistrict 3 (the Southeast quadrant of San Francisco), and the East Bay.

Variant Trip Distribution

The trip distribution for the retail land uses in Variants 1 and 3 is derived from the SF Guidelines. As would be expected, most (more than half) of the retail-generated trips would come from Superdistrict 3 (the Southeast quadrant of San Francisco).

Project Mode Split

“Mode choice” is the designation of trips to the various means that people use to travel, such as automobile, transit, walking, bicycling, taxi, or other mode of transportation. An average vehicle occupancy factor was applied to the number of automobile person trips to determine the number of vehicle trips.

Travel mode split and average vehicle occupancy assumptions for the new UCSF employees and UCSF visitors at the ZSFG campus site were based on information collected by ZSFG and its transportation planning consultants, as described in *Evaluation and Recommendations of Transportation Demand Management Program at San Francisco General Hospital*, Fehr & Peers, October 2013, attached as Appendix B of the TIS for this EIR (Appendix C). The employee survey referenced herein was updated in October 2015, yielding similar results. The methodology assumes that the future modal share will be the same as the existing modal share.

Most ZSFG trips arrive or depart by driving alone (50 percent), with carpooling/vanpooling, public transit, UCSF shuttles, and bicycling combined making up 40 percent of trips. The 340 external daily person trips generated by the proposed project are expected to use the following travel modes (the sum rounded to the 340 total):

168	Auto Drive Alone
7	Drop-Off/Taxi
32	Carpool/Vanpool
42	Public Transit
32	UCSF Shuttle
36	Bicycle/Motorcycle
22	Walk

The auto drive alone, drop-off/taxi, carpool/vanpool, and UCSF shuttle person trips would generate about 195 daily vehicle trips.⁹

⁹ Vehicle trips are calculated based on the following formula: Drive Alone trips + (Drop-off trips x 2) + (Carpool trips / 2) + (Vanpool trips / 10) + (UCSF Shuttle / 15).

Variant Mode Split

The mode split for the retail land uses in Variants 1 and 3 is derived from the SF Guidelines. The 270 external daily person trips generated by those Variants are expected to use the following travel modes (the sum rounded to the 270 total):

176	Auto
34	Public Transit
55	Walk
5	Other

Based on the average vehicle occupancy level given in the SF Guidelines, the auto person trips would generate about 98 daily vehicle trips.

Project Peak-Hour Trip Generation

The proposed project would generate approximately 340 net new external weekday person trips of which approximately 200 would be by vehicle and approximately 75 by transit (public transit plus UCSF shuttle bus service). Approximately 30 percent of daily trips would be expected to occur during each of the AM and the PM peak hours. There would be about 58 and 53 new vehicle trips during the AM and PM peak hours, respectively. There would be about 25 new transit riders during both the AM and PM peak hours. Finally, there would be fewer than 20 new “other” person trips during both the AM and PM peak hours, including walk, bike, taxi, and motorcycle trips.

Variant Peak-Hour Trip Generation

The mode split for all Variants would be the same as for the proposed research building. Therefore, the number of new vehicle, transit, or other trips generated by the research building would be the same as the proposed project. Variants 1 and 3 include a retail component that would generate peak-hour trips in addition to the trips included in the proposed project. The additional peak-hour trips would consist of about 2 AM and 9 PM new peak-hour vehicle trips; about 1 AM and 3 PM new peak-hour transit riders; and about 2 AM and 5 PM new peak-hour “other” person trips.

Project Trip Assignment

External project trips summarized above by mode are assigned to specific routes likely taken to and from the ZSFG campus, including the 23rd Street Garage. Vehicle trips are assigned to roadways and intersection turning movements according to the trip distribution described above. Similarly, transit trips are assigned to specific transit service providers and routes using the expected trip distribution based on the most direct transit route to and from their origin or destination.

Variant Trip Assignment

Vehicle trip assignment for project Variants would change based on the relative size of the 23rd Street garage and the available overall parking supply. In Variants 1, 2 and 3 (with a garage expansion), a majority percent of expected parking demand could be accommodated in the garage. In Variant 4 (with no garage expansion), none of the additional peak parking demand could be

accommodated in the garage. As a result, for the latter variant, new vehicle trips that cannot use the garage would be expected to seek on-street parking in the study area, or to seek parking somewhere outside of the study area and walk to the campus.

The different garage capacity and layout in the various project Variants would affect the assignment of vehicle trips generated by the research building as well as existing trips and trips generated by the new ZSFG Hospital building. In all Variants, approximately 15% of staff and visitors would use the southern driveway to the current B/C Lot for passenger loading and drop-offs. The assumptions for the remaining 85% of vehicles, which would be parked in the 23rd Street Garage, on the streets within the study area, or outside of the study area, are described as follows:

Under Variant 1, some vehicles that would park in the 23rd Street garage under the proposed project would shift to on-street parking adjacent to ZSFG due to the smaller garage expansion: while approximately 50-65% of vehicles are assumed to park in the garage, approximately 25% are assumed to circle the neighborhood and park within the study area, and less than 10% are assumed to park outside of the study area. Under Variant 2 and Variant 3, all vehicles that would park on the street under the proposed project would shift to the 23rd Street garage due to its increased capacity. Under Variant 4, vehicles that would park in the 23rd Street garage under the proposed project would shift to on-street parking, either adjacent to ZSFG or outside of the study area; with limited on-street parking in the immediate proximity of the Research Building, approximately 25% of vehicles are assumed to circle the street network and park within the study area, while 60 to 75% of vehicles are assumed to park outside the study area.

4.7.6.2 Construction Period Impacts

Impact TRAF-1: Construction of the proposed project could cause substantial adverse impacts to traffic flow, circulation and access as well as to transit, pedestrian, and parking conditions during demolition and construction activities. (Less than Significant)

Implementation of the proposed project would occur using a coordinated, phased construction schedule that would preserve UCSF's operations at the ZSFG campus site during the construction period. Construction of the proposed research building is anticipated to begin in 2017 and end in 2019. The expanded 23rd Street garage would require additional coordination with the Parking Authority (the agency responsible for approving and implementing the garage project) and other San Francisco agencies prior to construction, and therefore the timing of its construction is estimated, although it would likely be coordinated closely with the research building project. Prior to project construction, UCSF and their construction contractor(s) would meet with DPH, Department of Public Works (DPW) and SFMTA staff to develop and review truck routing plans for demolition, disposal of excavated materials, materials delivery and storage, as well as staging for construction vehicles. For any work in the public right-of-way, the construction contractor would be required to comply with the SFMTA Blue Book¹⁰, including those regulations regarding

¹⁰ City and County of San Francisco, San Francisco Municipal Transportation Agency (SFMTA), *Regulations for Working in San Francisco Streets*, 8th Edition, January 2012. Accessible at <https://www.sfmta.com/services/streets-sidewalks/construction-regulations>.

sidewalk and lane closures, and would meet with SFMTA staff to determine if any special traffic permits would be required. Prior to construction, the project contractor would coordinate with Muni's Street Operations and Special Events Office to coordinate construction activities and reduce any impacts to transit operations.

The type of trucks will vary for the project construction, but could include a combination of hauler, excavation, materials delivery, cement, and/or smaller, more specialized trucks for specific functions. Both projects anticipate no more than 30 truck trips per workday through the duration of construction, which is approximately 24 months for the proposed research building and 18 months for the expanded 23rd Street garage.

Most truck trips would enter/exit ZSFG using 23rd Street, and the 23rd Street garage using 24th Street. Potrero Avenue would provide regional access to and from the construction sites. Generally, construction activities would not result in parking, vehicular (including transit), or pedestrian impacts because construction and staging would occur on the existing B/C Lot and surface parking lot at the 23rd Street garage site, and the existing transit/shuttle stop locations on 23rd Street are expected to remain open during construction. The construction of the expanded parking garage would result in the temporary displacement of approximately 130 parking spaces at the B/C Lot and 40 parking spaces in the surface lot at the 23rd Street garage. UCSF will investigate temporary additional off-site parking supply to replace the B/C lot in advance of construction of the research building, including the UCSF Mission Bay campus site, which would be available for use by UCSF contractors. The SFMTA would be responsible for finding replacement parking supply for the 40 surface parking spaces in the 23rd Street garage, if needed.

It is anticipated that the addition of the worker-related vehicle- or transit-trips would not substantially affect transportation conditions, as impacts on local intersections or the transit network would be temporary in nature. Construction workers who drive to the construction sites would cause a temporary increase in parking demand, and potential temporary parking restrictions along frontages where construction and/or staging are occurring would cause a temporary decrease in parking supply. No on-site parking would be provided for construction workers. Construction workers would park in satellite parking lots.

Overall, because construction activities would be temporary and limited in duration and are required to be conducted in accordance with City requirements, construction-related transportation impacts of the proposed project would be *less than significant*.

Mitigation: None required.

While the proposed project's construction-related transportation impacts would be less than significant, Improvement Measure IM-TR-1: Construction Measures would further reduce the proposed project's less-than-significant impacts related to potential conflicts between construction activities and pedestrians, transit, and autos.

Improvement Measure IM-TR-1: Construction Coordination and Monitoring Measures.

Traffic Control Plan for Construction. In order to reduce potential conflicts between construction activities and pedestrians, transit and autos during construction activities at ZSFG, UCSF shall require construction contractor(s) for the proposed research building to prepare a traffic control plan for major phases of project construction (e.g. demolition, construction, or renovation of individual buildings). UCSF and their construction contractor(s) will meet with DPH and relevant City agencies to coordinate feasible measures to reduce traffic congestion, including temporary transit stop relocations, and other measures to reduce potential traffic and transit disruption and pedestrian circulation effects during major phases of construction of the proposed research building. For any work within the public right-of-way, the contractor would be required to comply with the City of San Francisco's Regulations for Working in San Francisco Streets, which establish rules and permit requirements so that construction activities can be done safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. The Parking Authority would be responsible for approving and implementing the expanded 23rd Street garage, and therefore would be responsible for coordinating with UCSF, DPH and other City agencies before and during its construction.

In the event that the construction timeframes of the major phases and other development projects adjacent to the ZSFG campus site overlap, including the 23rd Street garage expansion, UCSF and the City should coordinate with City Agencies through the Transportation Advisory Staff Committee (TASC) to minimize the severity of any disruption to adjacent land uses and transportation facilities from overlapping construction transportation impacts. UCSF and the City shall propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts, such as staggering start and end times, coordinated material drop offs, collective worker parking and transit to job site and other measures.

Reduce SOV Mode Share for Construction Workers. In order to minimize parking demand and vehicle trips associated with construction workers for the proposed research building, UCSF and the City shall require the construction contractors to include in the Traffic Control Plan for Construction methods to encourage walking, bicycling, carpooling, and transit access to the campus sites by construction workers in the coordinated plan. The SFMTA would be responsible for the development of this measure before and during the construction of the 23rd Street garage.

Project Construction Updates for Adjacent Residents and Businesses. In order to minimize construction impacts on access for nearby residences, institutions, and businesses, UCSF and the City shall provide nearby residences and adjacent businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and lane closures via a newsletter and/or website.

Implementation of this improvement measure would further reduce the magnitude of the proposed project's less-than-significant construction-related transportation impacts, and would not result in any secondary transportation-related impacts.

Variant Construction Impacts

The estimated range of average truck trips per day and the duration of the construction period would vary for the project Variants. Although Variants 1-3 may require more or fewer construction trips per day and a shorter or longer schedule, they would all fall within the ranges similar to described above for the proposed project. Variant 4 would not propose any construction at the 23rd Street garage, and would be expected to require fewer construction trips per day and/or a shorter schedule.

Overall, because construction activities would be temporary and limited in duration and are required to be conducted in accordance with City requirements, construction-related transportation impacts of the project Variants would be *less than significant*. Improvement Measure IM-TR-1: Construction Measures would further reduce the project Variants' less-than-significant impacts related to potential conflicts between construction activities and pedestrians, transit, and autos.

Mitigation: None required.

4.7.6.3 Near Term Operational Impacts

Near Term Infrastructure Improvements

Potrero Avenue Streetscape Improvements

The Potrero Avenue Streetscape Improvement project includes pedestrian safety improvements, wider crosswalks, high-visibility green Class II bike lanes, new landscaping, and new sidewalk amenities on Potrero Avenue between 21st and 25th streets. Specific improvements adjacent to ZSFG include pedestrian median refuges at 22nd and 23rd streets, and curb extensions and wider crosswalks at 22nd through 25th streets. These improvements will coincide with Muni Forward changes (discussed below).

Potrero Avenue Muni Forward Changes

Muni Forward includes transit improvements for the portion of the 9 San Bruno and 9R San Bruno Rapid bus routes along Potrero Avenue through the study area. Muni Forward includes two alternatives, a Moderate Alternative and Expanded Alternative, although both alternatives are the same in the vicinity of the project site. Specific changes to Potrero Avenue in the study area including the following:

- **Transit Stop Changes.** Transit stop changes include stop consolidation and new transit bulbs at select intersections. Existing transit stops on Potrero Avenue would be consolidated into new 80-foot-long transit zones in both directions at the following locations: In the inbound (northbound) direction, the stops at 20th and 22nd streets would be consolidated into one new stop at 21st Street. In the outbound (southbound) direction, the stops at 20th and 22nd streets would be consolidated into the existing stop at 21st Street, and outbound stops would be removed at 23rd and 25th streets. A new stop at 19th Street would be created in both directions to maintain two-block stop spacing between the new stops at Mariposa and 21st streets. A new stop would be added in the outbound direction midblock on Potrero Avenue between 22nd and 23rd streets at the existing

midblock signalized crosswalk, to serve San Francisco General Hospital. A transit bulb would be constructed at the existing stop in the inbound direction at 24th Street. An existing transit bulb would be lengthened in the inbound direction at the midblock signalized crosswalk between 22nd and 23rd streets.

- **Turn Restrictions.** Turn restrictions would be implemented on 23rd Street at Potrero Avenue, limiting eastbound traffic to right turns only and westbound traffic to left and right turns only (no through movement). The signal timing would be reconfigured from a four-phase signal to a three-phase signal, removing the split phase for 23rd Street.
- **Lane Modifications.** A side-running transit-only lane would be established in the outbound direction between 18th Street and the farside of 24th Street by removing some of the parking spaces on both sides and altering the existing lane widths. The existing side-running transit-only lane in the inbound direction between 200 feet north of 24th Street and 21st Street would be removed. A 2-foot-wide buffer would be added to the northbound and southbound bicycle lanes between 17th and 25th streets.
- **Pedestrian Improvements.** Pedestrian bulbs would be installed to shorten the crosswalk distance at the signalized crossings at the following locations: 20th Street (northwest, northeast, and southwest corners), at 21st Street (northwest corner), at 22nd Street (northeast and southeast corners), at 22nd Street (all four corners), at the new outbound stop and existing inbound stop between 22nd and 23rd streets, at 23rd Street (northeast, southwest, and southeast corners), and at 25th Street (northwest and northeast corners). The existing pedestrian bulb at 24th Street (northwest corner) would be removed. Pedestrian refuge islands would be installed at all intersection crosswalks from 17th to 25th streets. A new crosswalk to provide pedestrian access across Potrero Avenue would be installed on the north side of the Potrero Avenue and 23rd Street east leg intersection.¹¹ The sidewalk on the east side of Potrero Avenue from 21st Street to 60 feet south would be widened from 9 to 15 feet by removing the parking lane on the east side of the street.

Project Near Term Impacts

Impact TRAF-2: Development of the proposed project would increase traffic at intersections on the adjacent roadway network. (Potentially Significant)

Near Term traffic forecasts include the completion of the new ZSFG Hospital building and above-described proposed streetscape and transit changes. Existing vehicle access to the 23rd Street garage would not change under Near Term conditions, and the additional entry and exit lanes provided on 23rd Street would be open only after 6:00 PM.

The net new peak-hour vehicle trip estimates for the proposed project (see page 4.7-18) were added to Near Term No Project peak hour intersection volumes to represent Near Term Plus Project Conditions. The closure of the B/C Lot would cause staff and visitors who currently park there to shift to other parking locations, although the southern driveway would continue to be used, as described below. It is assumed that 15% of vehicle trips entering and exiting the southern

¹¹ The Potrero Avenue and 23rd Street intersection is offset with the west leg north of the east leg. For this analysis 23rd Street West refers to the leg to the west, and 23rd Street East the leg to the east.

driveway from 23rd Street due to the Hospital Rebuild would continue to use this driveway for passenger loading or short term parking (30 spaces would remain at the B/C Lot with completion of the proposed project). It was assumed that 60% of these Hospital Rebuild vehicle trips would park in the expanded 23rd Street garage and 25% would park on-street in the vicinity of ZSFG. Of the trips associated with the proposed project, 75% would park in the expanded 23rd Street garage, and 25% would park on-street in the vicinity of ZSFG. The shifts in vehicle trips due to the removal of the B/C Lot and the proposed garage expansion are incorporated into Near Term Plus Project Conditions peak hour turning movement volumes.

Table 4.7-3 presents a summary comparison of Near Term No Project and Near Term Plus Project intersection LOS for the weekday AM and PM peak hours. As presented in Table 4.7-2, all 13 study intersections currently operate at acceptable levels of service (LOS D or better) during the AM and PM peak hours. Under Near Term No Project conditions, all 13 study intersections would continue to operate acceptably during the AM and PM peak hours. In general, the addition of project traffic would result in small changes in the average delay per vehicle at the study intersections, and most study intersections would continue to operate at the same service levels as under Near Term No Project conditions.¹² Under Near Term Plus Project conditions, all except one of the study intersections would continue to operate acceptably. Addition of project traffic would cause the Potrero Avenue / 24th Street signalized intersection to degrade from an acceptable LOS D to an unacceptable LOS F during the PM peak hour. Therefore, the proposed project would have a *significant impact* at this intersection. UCSF would work with SFMTA to implement the following mitigation measures.

Mitigation Measure TR-1: Restripe 24th Street at Potrero Avenue to Provide a Westbound Left-Turn Pocket.

Restripe the westbound approach on 24th Street at Potrero Avenue as two lanes: a 10-foot-wide left-turn pocket approximately 50 feet in length and a 10-foot-wide shared through / right-turn lane. This would require the removal of three or four parking spaces on the southern side of 24th Street at the intersection of Potrero Avenue and the restriping of the eastbound lane adjacent to the removed parking spaces to be 12 feet wide. This mitigation measure would not include the addition of new signal phases or other alterations due to the existing timing plan, although the SFMTA may choose to do so as part of the mitigation measure.

This mitigation measure would require that large trucks or buses making the northbound right-turn movement would sweep into the westbound left-turn lane. As such, the final design of this intersection should include placement of the stop bar on the westbound turn lane approximately one car length back from the current intersection to accommodate larger turning vehicles. UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.

¹² The removal of the existing B/C Lot would result in vehicle trips shifting from 23rd Street to 24th Street, which would cause a slight decrease in delay for the six study intersections along 23rd Street under Near Term Plus Project conditions.

**TABLE 4.7-3
NEAR TERM PEAK-HOUR INTERSECTION LEVEL OF SERVICE (LOS)
(WITHOUT AND WITH THE PROPOSED PROJECT)**

Intersection	Traffic Control ^a	Peak Hour	Near Term No Project		Near Term Plus Project	
			Delay (sec.) ^b	LOS ^c	Delay (sec.) ^b	LOS ^c
1. Potrero Avenue / 20th Street	Signal	AM PM	12 13	B B	12 13	B B
2. Potrero Avenue / 22nd Street (N)	Signal	AM PM	13 12	B B	13 12	B B
3. Potrero Avenue / 22nd Street (S)	Signal	AM PM	15 14	B B	15 14	B B
4. Potrero Avenue / 23rd Street ^d	Signal	AM PM	28 23	C C	24 19	C B
5. Utah Street / 23rd Street	SSS	AM PM	14 (NB) 15 (NB)	B B	13 (NB) 13 (NB)	B B
6. West ZSFG Driveway / 23rd St.	AWS	AM PM	13 (EB) 11(WB)	B B	12 (EB) <10 (WB)	B A
7. San Bruno Avenue / 23rd Street	AWS	AM PM	11 (WB) 11 (WB)	B B	11 (WB) 11 (WB)	B B
8. East ZSFG Driveway / 23rd St.	SSS	AM PM	11 (SB) 11 (SB)	B B	<10 (SB) <10 (SB)	A A
9. Vermont Street / 23rd Street	AWS	AM PM	13 (WB) 12 (WB)	B B	12 (WB) 12 (WB)	B B
10. Potrero Avenue / 24th Street	Signal	AM PM	23 46	C D	31 >80	C F
11. Utah Street / 24th Street	AWS	AM PM	12 (EB) 11 (WB)	B B	21 (EB) 17 (WB)	C C
12. Parking Garage Driveway / 24th Street ^e	SSS	AM PM	<10 (SB) 11 (SB)	A B	14 (SB) 12 (SB)	B B
13. Potrero Avenue / 25th Street	Signal	AM PM	34 21	C C	39 22	D C

NOTES:

^a AWS = All-way stop controlled; SSS = Side Street stop controlled; Signal = Signal controlled

^b Delay reported as seconds per vehicle. For signalized intersections, a combined weighted average delay for the various movements within the intersection is reported. For SSS and AWS intersections, the highest average delay for an approach is reported.

^c For signalized intersections, LOS based on average intersection delay, based on the methodology in the Highway Capacity Manual, 2000. For unsignalized intersections, LOS is based on the worst approach, which is indicated in parentheses.

^d The eastbound approach to Potrero Ave/23rd Street is closed as part of TEP and Potrero Streetscape Improvements.

^e Access to the SFMTA operated parking garage is expected to remain from 24th Street under Near Term conditions.

SOURCE: Fehr & Peers, 2014.

Mitigation Measure TR-2: Open 23rd Street exit of 23rd Street Garage during the PM Peak Period.

Open the 23rd Street exit to the 23rd Street Garage to traffic at 3:00 PM instead of 6:00 PM. Currently, both the entrance and exit at 23rd Street are closed to vehicles from 6:00 AM to 6:00 PM. Opening the exit at 3:00 PM to coincide with a major hospital employee shift change would allow some vehicles to shift away from the 24th Street exit and thus improve the operating condition of the intersection of Potrero Avenue / 24th Street. It is not known

how many people would use this exit if given the option; although there is only one exit lane, which would naturally limit the number of vehicles that can exit during this period. This analysis assumes that not enough vehicles would use this alternative exit to reduce the intersection impact to a less than significant level. In conjunction with the earlier opening of the 23rd Street exit, which would increase the amount of traffic on 23rd Street, the pedestrian crossing that connects the 23rd Street Garage to the east side of the West ZSFG Driveway should be improved. Although SFMTA staff would need to concur on a final design, this should include evaluation of signal phasing prior to implementation, and it could include shifting the eastern edge of the crosswalk to the east by ten feet in order to double the width of the crosswalk to 20 feet, repainting the crosswalk in the continental style to be more visible, and shifting the westbound 48 Quintara/24th Street in the same location 20 feet to the east to increase the visibility of pedestrians. Other potential measures to increase pedestrian visibility and reduce vehicle-pedestrian collision risks include the following measures as noted below:

- Consider converting intersection of Utah Street and 23rd Street to all-way stop controlled,
 - Signalize the ZSFG driveway and associated pedestrian crossing,
 - Add signage on Potrero Avenue directing vehicles to use 24th Street to reduce circling for visitors,
 - Increase employee education regarding appropriate pick-up and drop-off locations to minimize any additional double-parking at the corner of 23rd Street / San Bruno Avenue, which can obscure visibility of pedestrians, and
 - Coordinate with the appropriate enforcement agencies (SFMTA, SFPD) to increase pedestrian safety as well as reduce instances of double-parking.
- UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.

Mitigation Measure TR-3: Implement Additional TDM Strategies to Reduce Single Occupancy Vehicle Trips.

UCSF and DPH shall each pursue potential TDM measures that they can feasibly implement targeted at reducing Single Occupancy Vehicle (SOV) trips to and from ZSFG. UCSF and DPH staff have worked collaboratively with transportation consultants, the SFMTA, and other City departments to identify a list of potential TDM strategies in addition to those already in place. The implementation of this mitigation measure could improve traffic operations in the immediate vicinity of ZSFG, including at Potrero Avenue / 24th Street by reducing SOV trips to and from ZSFG. Additionally, implementation of other TDM strategies not included in this list would have a similar effect of reducing SOV trips to and from ZSFG.

- As outlined in Section 2.2 (of the TIS), UCSF and DPH each already have TDM plans in place and an internal planning process with UCSF, DPH, the SFMTA, and transportation consultants will yield a list of potential TDM strategies that UCSF and DPH could pursue in addition to those already in place. A combination of these measures could potentially reduce single-occupant vehicle (SOV) trips for UCSF and DPH employees. To accomplish this goal, UCSF and DPH shall coordinate and each implement the following policies to the extent feasible:

- - Parking Policy/Pricing
 - Adjust hourly parking rate structure to discourage all-day parking and provide spaces for patients/visitors (Parking Authority)
 - In order to discourage driving, increase hourly and monthly parking rates to be more in line with prevailing San Francisco market rates (Parking Authority)
 - Transit and Shuttle Systems
 - Expand UCSF and DPH Shuttle Service to Caltrain, Transbay Transit Terminal (applies to UCSF and DPH; would require coordination with SFMTA)

- Maintain a dialogue with SFMTA regarding ZSFG’s strong desire to see that the transit connection between the Mission District and the ZSFG campus remains (applies to UCSF and DPH; would require coordination with SFMTA)
 - Allow patients/visitors to ride DPH Shuttle and advertise the shuttle as a last-mile option (applies to DPH)
 - Expand additional last-mile service by alternate means, including reimbursing employees for taxi use or ride hail companies as a bridge from transit stations (applies to DPH)
 - Add Bike racks on DPH shuttles (applies to DPH)
- Commute Vehicle Trip Reduction
 - Hire a TDM Program Manager for ZSFG to meet modal goals (applies to DPH)
 - Expand number of car share vehicles on-site (applies to DPH)
 - Create more robust carpool matching program (applies to UCSF and DPH)
 - Create a vanpool service or coordinate with the existing UCSF vanpool (applies to DPH)
 - Provide showers and locker facilities on campus and in the new UCSF Research Building (applies to UCSF and DPH)
 - Install Bay Area Bike Share Station on campus (applies to DPH)
 - Install transportation kiosk(s) overseen by the new TDM Program Manager (applies to DPH)
 - Advertise existing pre-tax commuter accounts (applies to UCSF and DPH)
- Promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles (applies to DPH)
- Provide signage indicating the location of bicycle parking at points of access (applies to DPH)
- Facilitate access to carshare spaces through on-site garage (applies to DPH)
- Additional TDM strategies that were considered as part of the internal planning process, but rejected as infeasible or otherwise not recommended include the following:
 - Providing traffic calming measures: The Department of Public Works is planning a streetscape improvement project for Potrero Avenue to coincide with their repaving schedule. The project will include traffic calming measures.
 - Reimbursing employees who do not drive to work: ZSFG does not have parking spaces available for every subsidized employee. Because employees cannot expect to have a parking space due to limited supply, ZSFG is therefore not required to offer a cash-out policy for employees who do not use a parking space. Additionally, enforcing this measure properly to curtail potential abuse would require diverting resources from the mission of ZSFG.

- - Working with the SFMTA to expand Residential Area Parking Permit Zones: The residential permit process is a resident-driven process. The SFMTA has the ability to unilaterally legislate the change, but they do not exercise this right. Rather, they wait until the neighborhood has organized support for it.

Significance after Mitigation: Significant and Unavoidable. Mitigation Measure TR-1 would reduce the impact at Potrero Avenue / 24th Street to less than significant, but UCSF and DPH do not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time. The effectiveness of Mitigation Measure TR-2 to reduce the impact at Potrero Avenue / 24th Street to less than significant is not known given the uncertainty over the volume of vehicles choosing to exit the northern egress, and UCSF does not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time. While Mitigation Measure TR-3 can reduce traffic impacts, even full implementation of TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection.

Variant Near Term Intersection Impacts

Similar to the proposed project, vehicle trips generated by the proposed research building were added to Near Term No Project peak hour intersection volumes to represent Near Term Plus Variant Conditions. As noted above, the project Variants would not affect the number of vehicle trips generated by the proposed research building. However, the trip assignment for those vehicle trips would change based on the size of the 23rd Street garage and the available parking supply.

The closure of the B/C Lot would likely cause staff and visitors who currently park there to shift to other parking locations. Under the proposed project, and the Project Variants, it is assumed that 15% of Hospital Rebuild vehicle trips entering and exiting the southern driveway from 23rd Street would continue to use this driveway for passenger loading or short-term parking. Under Variant 1, it was assumed that some Hospital Rebuild vehicles that would shift from the B/C lot would park in the 23rd Street parking garage (50%), while the remaining vehicles would park on-street surrounding ZSFG (25%) or outside the study area (10%). Of the trips associated with the research building, 65% would park in the expanded 23rd Street garage, 25% would park on-street surround ZSFG, and 10% would park outside the study area. Under Variant 2 and Variant 3, it was assumed that all the vehicles that would shift from the B/C lot would park in the 23rd Street parking garage and none would park on-street. Under Variant 4, due to the existing capacity constraints at the 23rd Street garage, it was assumed that no additional vehicles from the Hospital Rebuild or from the research building would be able to park in the 23rd Street garage, and therefore the remaining vehicles would park on-street surrounding ZSFG (25%) or outside the study area (60% of Hospital Rebuild trips and 75% of research building trips). The shifts in vehicle trips due to the removal of the B/C Lot and the expanded 23rd Street garage under the Variants are incorporated into Near Term Plus Variant Conditions peak-hour turning movement volumes and the following analysis.

Traffic conditions (delays and LOS) associated with the project Variants would be similar to those described above for the proposed project, except at the Potrero Avenue / 24th Street intersection with Variant 4, traffic conditions would be somewhat better than with the proposed project (worsen to LOS E instead of LOS F). However, the impact would be the same as the proposed project (i.e., significant). The addition of traffic generated by Variants 1 to 3 would degrade the intersection to LOS F (the same as with the proposed project). Therefore, all of the project Variants would have a *significant impact* at this intersection. UCSF would work with SFMTA to implement Mitigation Measures TR-1, TR-2, and TR-3.

● **Significance after Mitigation: Significant and Unavoidable.** Mitigation Measures TR-1 and TR-2 cannot be implemented without SFMTA's approval and assistance. However, implementation of the full suite of TDM strategies identified in Mitigation Measure TR-3 would reduce the severity of the impact at Potrero Avenue / 24th Street under Variants 1 to 3 (though the impact would remain significant), and would reduce the impact to less than significant under Variant 4 (No Garage Expansion).

VMT Reform to CEQA

The UC Regents has not yet adopted VMT as a transportation impact criterion, thus the following discussion is presented for informational purposes. As noted above, SB 743, implemented in Public Resources Code Section 21099, will change CEQA transportation impact analysis. Those changes will include elimination of auto delay, LOS, and similar measures of vehicular capacity or traffic congestion as a basis for determining significant traffic impacts. The proposed changes in CEQA Guidelines to implement SB 743, under review by OPR as of January 2016, present VMT as an appropriate measure of transportation impacts.

That criterion presumes that certain office projects, including research and development, located within areas where the existing VMT per employee is 15 percent less than the existing regional VMT per employee, are presumed to result in a less than significant VMT impact. The UCSF research building component of the Proposed Project and all Project Variants meets that criterion.

- The new criterion identifies thresholds of significance and screening criteria used to determine if a land use project would result in significant impacts under the VMT metric. For development projects, a project would generate substantial additional VMT if it exceeds the regional VMT per capita or employee for the particular use (i.e., residential, retail, or office) less 15 percent. OPR's proposed transportation impact guidelines state a project would cause substantial additional VMT if it exceeds both the existing City household VMT per capita minus 15 percent and existing regional household VMT per capita minus 15 percent. In San Francisco, the City's average VMT per capita is lower (8.4) than the regional average (17.2). Therefore, the City average is irrelevant for the purposes of the analysis. This approach is consistent with Public Resources Code Section 21099 and the thresholds of significance for other land uses recommended in OPR's proposed transportation impact guidelines.
- On a national level, research has shown that increasing the ratio of parking spaces to area residents can result in an increase in auto mode share of up to 30% (McCahill et al., 2015). Recent intercept surveys conducted for the San Francisco Planning Department, found that individuals were 40 to 60% less likely to travel by automobile than individuals with dedicated parking spaces and thus generated less VMT. These results were found for both office and residential uses (Schuett et al., 2015; City of San Francisco white paper). They also generally correspond to an absolute difference in auto mode share of around 30 percentage points – the same relationship found nationally by McCahill et al.

With respect to the retail component of Variant 1 and 3, the VMT transportation impact criterion adopted by the San Francisco Planning Commission in March 2016 includes guidance that 'small projects' that generate fewer than 100 vehicle trips per day are presumed to result in a less than significant VMT impact; the retail component of Variant 1 and 3 meets this criterion.

Should the parking garage component of the proposed project (307 spaces) be constructed, it would result in a higher peak period parking capacity utilization as compared to the existing condition because even with the additional garage expansion in place, there would still be an unmet demand of 127 spaces at ZSFG. Specifically, the parking garage component of the proposed project would:

- Replace parking supply that would be removed due to construction of the research building on the B/C Lot (net loss of approximately 130 spaces) on a one-to-one basis;
- Replace parking supply that would be removed on 22nd Street due to the reconfiguration of the emergency access to the new hospital (a loss of approximately 35 spaces);
- Replace parking supply for employees who parked at the temporary remote lot on 2000 Marin Street during the hospital reconstruction, which closed in January 2016 (approximately 75 occupied spaces in 2014); and

- Provide for the forecast parking demand due to the maximum number of new staff on site due to the research building (72 spaces).

A similar conclusion is reached with respect to Variant 1, which provides 292 spaces under the same assumptions as listed above, but 15 spaces would be removed to accommodate retail space. Under Variant 1, there would still be an unmet demand for parking. Therefore, considering both the research building and the parking garage expansion together, the project and Variant 1 are not likely to trigger an impact under the new criterion:

- The land use and location of all scenarios are consistent with those that would be presumed to result in a less than significant VMT impact; and
- The parking garage expansion of the project and Variant 1 would not induce new travel, as no extra spaces beyond those needed to accommodate existing parking losses plus the proposed project would be provided; thus, the scenarios would be presumed to result in a less than significant VMT impact.

The parking garage component of Variant 2 (527 spaces) and Variant 3 (512 spaces) would provide about 215 and 200 more spaces, respectively, than the currently unmet near-term peak parking demand at the ZSFG campus due to the proposed project ($130+72=202$ spaces) plus physical reconfigurations of parking space at the ZSFG ($75+35=110$ spaces), as noted above. However, this additional parking capacity proposed as part of Variant 2 (215 spaces) and Variant 3 (200 spaces) would allow the ZSFG garage to meet the expected parking demand to be

generated by the previously approved ZSFG Rebuild project (235 spaces) by the year 2021 when full buildout of ZSFG Rebuild project is expected. As noted in Section 3.4.1, the ZSFG Rebuild project, approved in 2008 and nearing completion of the new hospital, includes a new hospital building (with a planned opening in May 2016) as well as the backfill of vacated hospital areas in the previous hospital building with hospital-supportive uses (the backfill is expected to be completed by approximately 2021).

Regardless of the project or variant scenario, any associated expansion of the ZSFG garage would be expected to begin construction in 2018 at the earliest and open no sooner than 2021; thus, if any parking garage expansion were to proceed, including Variant 2 or Variant 3, it is almost certain that the opening of the expanded garage would occur at the same time or after the new travel and parking demand generated by the backfill of the vacated hospital areas in the previous hospital building with uses (i.e., employees) materializes. The travel and parking demand generated by the backfill of the old hospital building with uses was accounted for in the ZSFG Rebuild EIR as part of the ZSFG Rebuild Project, and has been confirmed and updated by DPH staff.

Further, similar to the proposed project, both the new hospital building and backfill of the vacated building aspects of the ZSFG Rebuild project would be consistent with the types of projects and locations where the existing VMT per employee is 15 percent less than the existing regional VMT per employee and would be presumed to result in a less than significant VMT impact under the City's new criterion. Thus, taking into account the fact that the expected schedule for completion of the full buildout of the approved and underway ZSFG Rebuild project and the schedule for completion of the expanded parking garage is the same, the additional parking garage capacity included as part of Variant 2 and Variant 3 would not be expected to induce any new vehicle travel, as no extra spaces above those needed to accommodate the ZSFG Rebuild project would be provided. Thus, Variants 2 and 3 would be presumed to result in a less than significant VMT impact.

Impact TRAF-3: Development of the proposed project would increase transit ridership demand. (Less than Significant)

As described above, approximately 30 new transit trips are expected during both the AM and PM peak hours. Approximately 50 percent of the transit users would use Muni to commute to and from ZSFG, while the remaining transit riders would use BART, AC Transit, SamTrans, Golden Gate Transit, or the UCSF Shuttle system.

San Francisco Muni. Multiple existing Muni transit stops are located within a half-mile of ZSFG, with multiple stops located adjacent to the site on Potrero Avenue and 23rd Street. The relocation of stops on Potrero Avenue is planned as part of Muni Forward (see page 4.7-22).

The estimated number of project-generated Muni trips represents less than a two-percent increase in ridership traveling to and from ZSFG, which would not require the expansion of transit service or facilities. The 10 Townsend Outbound and 19 Polk Outbound during the AM peak hour, and

the 10 Townsend Inbound and Outbound during the PM peak hour, operate above 85% capacity utilization, which represents Muni's crowding standard. The proposed project would add no new peak-hour trips to either of these currently crowded lines.

As described in Impact TR-1, the proposed project would have a significant impact on vehicle traffic at the intersection of Potrero Avenue / 24th Street. This additional vehicle traffic could potentially affect the operation of the following Muni lines that pass through the intersection:

- 9 – San Bruno (northbound through, southbound through);
- 9R – San Bruno Rapid (northbound through, southbound through);
- 10 – Townsend (westbound right turn),
- 33 – Stanyan (southbound through, eastbound left turn); and
- 48 – Quintara/24th Street (westbound through, eastbound left turn).

Compared to Near Term conditions, the addition of project trips would result in a minor increase in delay for most of the turning movements made by those Muni lines. The westbound right-turn and through movements would see moderately more increase than the others, with an increase in average delay of up to 25 seconds in both the AM and PM peak hours. The increase in average delay on those movements would affect the 10 Townsend and the 48 Quintara/24th Street, but would not increase operating travel time enough to trigger the need for expansion of mass transit facilities.

It should be noted that Mitigation Measure TR-1 would reduce the vehicle delay on the westbound approach of the intersection (notably by nearly a minute from Near Term conditions to 38 seconds during the PM peak hour). Additionally, while Mitigation Measure TR-2 and Mitigation Measure TR-3 are not directly quantifiable, they would be expected to help further reduce approach delay.

None of the specific proposals of the proposed project would reduce access to or reconfigure transit stops in a way that would degrade transit service to the campus site. Therefore, the new Muni transit trips generated by the proposed project would result in a *less-than-significant impact*.

Regional Transit. ZSFG staff, patrons and students are anticipated to continue to use BART, AC Transit, Caltrain, SamTrans, and Golden Gate Transit for regional transit service. Regional service stations are likely to remain at existing locations, and they can be accessed by other transit modes such as SF Muni and the UCSF shuttle. Fewer than 10 additional regional transit trips are expected during each of the AM and PM peak hours, and that increase would not require the expansion of regional transit service or facilities. Therefore, the new regional transit trips generated by the proposed project would result in a *less-than-significant impact*.

UCSF Shuttle. The proposed project does not propose changes to shuttle service headways, although UCSF Transportation Services may change headways based on shifting shuttle demand as projects are constructed and occupied. UCSF Transportation Services also would monitor shuttle conditions to ensure the shuttle loading zone adequately accommodates additional service, and that the shuttle service would not conflict with Muni operations.

An additional 10 shuttle trips during both the AM and PM peak hours are anticipated due to the proposed project, and that increase would not require the expansion of UCSF shuttle service or facilities beyond what would be expected through the regular monitoring by UCSF Transportation Services, nor would the increased shuttle demand cause a substantial conflict among autos, bicyclists, pedestrians, and transit vehicles. Therefore, the new UCSF shuttle trips generated by the proposed project would result in a *less-than-significant impact*.

Mitigation: None required.

Variant Near Term Transit Impacts

Transit conditions associated with the Variants 2 and 4 would be the same as described above for the proposed project. Therefore, these variants would not require the expansion of transit service or facilities for Muni, regional transit, or UCSF shuttle service (*less-than-significant impacts*). Variants 1 and 3 both include a retail component, which would generate an additional two transit trips in the AM peak hour and 19 trips in the PM peak hour.

San Francisco Muni. The Muni transit trips generated by the retail land use, added to the Muni transit trips generated by the proposed project, would represent less than a two-percent increase in ridership traveling to and from ZSFG, which would not require the expansion of transit service or facilities. The 10 Townsend Outbound and 19 Polk Outbound during the AM peak hour, and the 10 Townsend Inbound and Outbound during the PM peak hour, operate above 85 percent capacity utilization, which represents Muni's crowding standard. Variants 1 and 3 would add no new peak hour trips to either of these currently crowded lines.

As described in Impact TR-1, all of the project Variants would have a significant impact on vehicle traffic at the intersection of Potrero Avenue / 24th Street. This additional vehicle traffic could potentially affect the operation of the following Muni lines that pass through the intersection:

- 9 – San Bruno (northbound through, southbound through);
- 9R – San Bruno Rapid (northbound through, southbound through);
- 10 – Townsend (westbound right turn),
- 33 – Stanyan (southbound through, eastbound left turn); and
- 48 – Quintara/24th Street (westbound through, eastbound left turn).

Compared to Near Term conditions, the addition of trips under each of the project Variants would result in a minor increase in delay for most of the turning movements made by those Muni lines. The westbound right-turn and through movements would see moderately more increase than the others, which would affect the 10 Townsend and the 48 Quintara/24th Street, but would not increase operating travel time enough to trigger the need for expansion of mass transit facilities.

It should be noted that Mitigation Measure TR-1 would reduce the vehicle delay on the westbound approach of the intersection. Additionally, while Mitigation Measure TR-2 and Mitigation Measure TR-3 are not directly quantifiable, they would be expected to help further reduce approach delay.

None of the specific proposals of the project Variants would reduce access to or reconfigure transit stops in a way that would degrade transit service to the campus site. Therefore, the new Muni transit trips generated by the project Variants would result in a *less-than-significant impact*.

Mitigation: None required.

Impact TRAF-4: Development of the proposed project would not cause a substantial conflict with pedestrian facilities, or otherwise decrease the performance or safety of such facilities. (Less than Significant)

Pedestrian trips generated by the proposed project would include walk trips to and from nearby commercial uses and residences, as well as walk trips to and from local and regional transit stops. The proposed project would add about 15 and 22 pedestrian trips to the surrounding streets during the AM and PM peak hour, respectively. Pedestrian trips would primarily use Potrero Avenue, 23rd Street, and 24th Street to travel to the surrounding residential neighborhoods or to the commercial areas in the 24th Street area. project-generated transit trips will begin as pedestrian trips traveling to the nearest Muni or UCSF shuttle stops. Most transit riders would use the Muni and UCSF shuttle stops within the site. Other transit riders would walk along Potrero Avenue or 23rd Street to Muni stops along those corridors.

The proposed project would remove the existing surface parking lot (B/C Lot) and replace it with a new research building. Some vehicles would continue to use the 23rd Street driveway, but many would shift to the 23rd Street garage via the driveway on 24th Street. This would reduce some traffic along 23rd Street, which would reduce conflicts between vehicles traveling along, and pedestrians walking along, 23rd Street. 23rd Street has the highest level of pedestrian activity due to the proximity of transit stops, the City-owned parking garage on the southern side of the street, and nearby neighborhoods. Pedestrian traffic between the 23rd Street garage and ZSFG would increase due to the elimination of majority of the parking spaces on the B/C Lot and the associated expanded parking garage; however, there are a series of marked crosswalks along pedestrians' preferred paths between the two destinations to accommodate the additional pedestrians.

The pedestrian enhancements planned as part of Muni Forward and Potrero Avenue Streetscape projects (see page 4.7-22) would help to enhance pedestrian comfort and safety along Potrero Avenue. The immediate area surrounding the proposed project includes existing or proposed pedestrian facilities that provide access to nearby neighborhoods, commercial uses, and transit stops. While the proposed project would increase vehicle traffic on 24th Street due to the removal of the B/C Lot and expansion of the garage, as well as pedestrian traffic crossing 23rd Street due to the increase in parking capacity of the 23rd Street Garage, this increased traffic would not create substantial pedestrian conflicts because of the low existing traffic and pedestrian volumes east of Potrero Avenue and south of ZSFG. Additionally, UCSF will coordinate with the SFMTA and the garage operator to develop strategies to reduce any potential increase in inbound queues on City streets, including potential changes to the physical location of the ticket machines to provide additional queuing space in the garage entrance. UCSF will also coordinate with the

- SFMTA on the ultimate driveway design of the proposed project to ensure that it incorporates safety best practices, including design that promotes safety and minimizes conflicts between modes.

Pedestrian amenities along 24th Street include high-visibility yellow continental crosswalks, which increase pedestrian visibility and driver awareness at the unsignalized intersections adjacent to the 23rd Street garage driveway. The proposed project would not create substantial conflicts between pedestrians and autos, bicyclists, or transit vehicles, or otherwise interfere with pedestrian accessibility to the site and adjoining areas. Therefore, the proposed project's impact to pedestrian facilities would be *less than significant*.

Mitigation: None required.

Variant Pedestrian Impacts

Pedestrian conditions associated with the project Variants would be similar to those described above for the proposed project. The proposed 23rd Street garage expansion under Variants 1, 2 and 3 would likely increase vehicle traffic on 24th Street, and Variants 1 and 3 would increase traffic on 23rd Street. However, in all cases, this increased traffic would not create substantial pedestrian conflicts because of the low existing traffic and pedestrian volumes east of Potrero Avenue and south of 23rd Street, and the existing pedestrian amenities at crossing locations adjacent to the 23rd Street garage. The proposed 23rd Street garage expansion under Variant 1 would likely have lower traffic on 24th Street than under Plus Project Conditions, and the decreased traffic would not create new pedestrian impacts. Therefore, none of the project Variants would create substantial conflicts between pedestrians and autos, bicyclists, or transit vehicles, or otherwise interfere with pedestrian accessibility to the site and adjoining areas. Therefore, all project Variants' impact to pedestrian facilities would be *less than significant*.

Mitigation: None required.

Impact TRAF-5: Development of the proposed project would not cause a substantial conflict with bicycle facilities, or otherwise decrease the performance or safety of such facilities. (Less than Significant)

Bicycle trips generated by the proposed project would include trips to and from nearby residences and commercial uses. The area around the proposed project is generally flat and has several adjacent streets that are designated as bicycle routes, including Kansas Street, 23rd Street, 22nd Street, and Potrero Avenue, which has Class II bicycle lanes. ZSFG is within convenient bicycling distance of residential areas in the Mission and Potrero Hill neighborhoods.

The proposed project is expected to slightly increase bicycle demand in the area, adding 19 new trips during the AM peak period and 17 new trips during the PM peak period by "other" modes, including bicycling. These trips would primarily occur on designated bicycle facilities, which connect to surrounding neighborhoods. The increased bicycle demand would be accommodated at ZSFG through additional bicycle parking provided as a part of UCSF's TDM program.

The City of San Francisco Planning Code Section 155.2 describes the requirements for Class 1 and Class 2 bicycle parking spaces for non-accessory automobile garage or lots, such as the

23rd Street garage. The Planning Code requires one Class 2 space for every 20 auto spaces, except in no case less than six Class 2 spaces. Therefore, 16 additional Class 2 bicycle parking spaces would be required for the 307-auto space expansion of the 23rd Street garage under the proposed project. These Class 2 spaces would provide additional short-term parking for visitors to ZSFG in addition to the bicycle parking provided by UCSF at the proposed research building. The new Class 2 spaces would be publicly accessible and located adjacent to the existing bicycle parking spaces in the 23rd Street Garage. Although no Class 1 spaces are required for this type of land use, Class 1 spaces that are rented out on an hourly basis may count towards the garage's requirement for Class 2 spaces.

The proposed project would not create substantial conflicts between bicyclists and autos, pedestrians, or transit vehicles, or otherwise interfere with pedestrian accessibility to the site and adjoining areas. Additionally, Mitigation Measure TR-1, with its physical design component, would not be expected to have a negative effect on bicycle travel. The proposed project would not affect bicycle accessibility to ZSFG or adjoining areas. Thus, the proposed project's impact to bicycle facilities and circulation would be *less than significant*. UCSF will also coordinate with the SFMTA on the ultimate driveway design of the proposed project to ensure that it incorporates safety best practices, including design that promotes safety and minimizes conflicts between modes.

Mitigation: None required.

Variant Bicycle Impacts

Bicycle conditions associated with the project Variants would be similar to those described above for the proposed project. Similar to the proposed project, the expected increase in bicycle traffic would not represent a level that adversely affects bicycle facilities on the campus site, nor would the Variants create substantial conflicts between bicyclists and pedestrians, autos, or transit vehicles.

Under Variant 1, 13 Class 2 spaces would be required to satisfy the San Francisco Municipal Code Section 155.2 for the 257-space expansion of the 23rd Street garage. Under Variant 2, 27 Class 2 spaces would be required to satisfy the San Francisco Municipal Code Section 155.2 for the 527-space expansion of the 23rd Street garage. Under Variant 3, 24 Class 2 spaces would be required to satisfy the San Francisco Municipal Code Section 155.2 for the 477-space expansion of the 23rd Street garage. Thus, the project Variants' impacts to bicycle facilities and circulation at ZSFG would be considered *less than significant*.

Mitigation: None required.

Impact TRAF-6: Development of the proposed project would increase loading demand. (Less than Significant)

The San Francisco Planning Code requires that land uses, such as medical offices and clinical buildings, provide off-street loading spaces according to a prescribed schedule. For the proposed project, no additional loading supply would be required, but the proposed research building likely would incorporate new loading supply into its design.

The future demand for commercial vehicle and freight loading spaces for the proposed project was calculated based on methods described in the SF Guidelines. There would be an increase in commercial loading demand of 9 spaces over the course of a day, and an increase of one peak hourly loading demand. It is expected that the estimated loading supply should be adequate for the estimated demand, and no conflicts between loading vehicles and Muni vehicles are expected; however, as mentioned previously, ZSFG is unique and should be monitored over time. As a result, the project's impact to commercial loading is considered a *less-than-significant impact*.

In addition to freight loading, there would be a demand for passenger loading spaces, and in order to estimate passenger loading demand, the drop-off/taxi service mode split and a portion of the carpool mode split percentages was applied to the peak AM and PM peak-hour person trips. The peak-hour passenger loading demand is estimated to increase by three trips for both the AM and PM peak hours due to the proposed project. The project is expected to increase the peak demand for passenger loading space by approximately five feet during the AM and PM peak hours. The proposed project would provide an additional 150 feet of passenger loading space. Further, the addition of new passenger loading space may help reduce instances of double-parking at the intersection of 23rd Street / San Bruno Avenue by providing additional passenger loading capacity at the campus. The future passenger loading supply would be sufficient to accommodate the estimated project demand, therefore the proposed project's impact to passenger loading is considered *less than significant*.

Mitigation: None required.

Variant Loading Impacts

The estimated increase in freight loading demand under Variants 2 and 4 would be the same as the proposed project because those Variants would not modify the size of the proposed research building. Loading demand for the retail land uses in Variants 1 and 3 is derived from the SF Guidelines. There would be an increase in commercial loading demand of one space over the course of a day, and an increase of no more than one peak hourly loading demand. An added loading space could be provided within the 23rd Street garage expansion.

The estimated increase in passenger loading trips under all project Variants would be the same as the proposed project because the Variants would not modify the size of the proposed research building, and the retail space in Variants 1 and 3 would not generate a demand for passenger loading. The project Variants would provide an additional 150 feet of passenger loading space, despite a marginal expected increase in peak demand of approximately five feet during the AM and PM peak hours.

Similar to the proposed project, it is expected that the estimated loading supply should be adequate for the estimated demand; however, as mentioned previously, ZSFG is unique and should be monitored over time. As a result, the project's impact to commercial loading is considered a *less-than-significant impact*.

Mitigation: None required.

Impact TRAF-7: Development of the proposed project would not result in inadequate emergency access. (Less than Significant)

The proposed project would not change emergency access to ZSFG. The SFGH Hospital Rebuild project will reroute emergency vehicles from the southern 23rd Street driveway to northern 22nd Street. Emergency vehicles would continue to access the site from arterial roadways through the study area, including Potrero Avenue. Aside from the relatively minor increase in vehicle traffic that would result from the facility expansion, the proposed project would not inhibit emergency access to ZSFG; therefore, the proposed project would have a *less-than-significant* impact to emergency access.

Mitigation: None required.

Variant Emergency Access Impacts

Emergency access associated with the project Variants would be similar to those for the proposed project. Aside from the relatively minor increase in vehicle traffic that would result from the facility expansion, the project Variants would not inhibit emergency access to ZSFG and therefore would have a *less-than-significant* impact to emergency access.

Mitigation: None required.

Impact TRAF-8: Development of the proposed project could increase parking demand. (Less than Significant)

Parking demand estimates for the proposed research building were calculated based on the current and projected UCSF population (staff and visitors) information at the site, as well as the expected mode of travel to/from the site. The proposed research building could generate a demand for up to 90 new daily parked vehicles on a typical weekday. The number of daily parked vehicles is then adjusted in order to estimate the peak parking space demand, as different vehicles would occupy the same parking space during the day in many instances (e.g., staff, patients, or visitors arrive for different work shifts or medical appointments throughout the day). Thus, the peak parking space demand ratios are equal to one (one vehicle parks in a space all day) or less than one (multiple vehicles park in the same space throughout the day), depending on the population group (derived from previous parking studies conducted at various UCSF campus sites for studies including the *2008 Medical Center at Mission Bay EIR* and the *1996 LRDP EIR*).

The proposed project would be constructed on the existing 130-space B/C Lot, and would provide 35 parking spaces for handicapped parkers, service vehicles and ZSFG staff, with no expected reduction in supply. Therefore, the proposed research building would result in a net reduction of 130 parking spaces on the site. The 23rd Street garage is proposed to be expanded to accommodate 307 new parking spaces. In addition, the SFGH Rebuild Project would remove about 35 on-street employee parking spaces on the north side of 22nd Street, between Potrero Avenue and the new Emergency Room entrance to ensure adequate emergency vehicle access along 22nd Street to the

emergency room. The sum of these actions would result in a net gain of 142 parking spaces at the ZSFG campus site.

The proposed research building would generate an additional peak parking demand of 72 parking spaces. Similarly, the completion of the SFGH Rebuild Project, which includes partial backfill of the existing Main Hospital, would result in an estimated additional peak parking demand of 235 parking spaces in the Near Term. In addition, the closure of the remote lot on 2000 Marin Street in January 2016 would increase the parking demand in approximately 75 spaces. As a result, the total peak parking demand at the ZSFG campus would increase in the near-term by 382 spaces. As discussed above, the available on-street parking is well-occupied during the day, and the evaluation of future conditions focuses on the availability of off-street parking spaces.

The construction of the proposed research building and the 307-space expansion of the 23rd Street garage, in addition to the near term SFGH Rebuild Project (Near Term plus Project conditions), would result in an overall parking deficit of 127 to 184 parking spaces between 10:00 AM and 2:00 PM, the peak parking demand period; there would be a surplus of approximately 940 parking spaces after 6:00 PM.

Approximately 20 percent of the parking demand (72 of the 382 total increase in parking demand) would be attributable to the proposed project and approximately 60 percent of the parking demand (235 of the 382 total increase in parking demand) would be attributable to the demand generated by the SFGH Rebuild.

Mitigation: None required.

Variant Parking Impacts

For all project Variants, the proposed research building would remove the 130 parking spaces in the B/C Lot, and would remove the 35 parking spaces that would be removed due to emergency room access on 22nd Street. For Variant 1, the 292 new parking spaces available at the 23rd Street garage would result in a net gain of 127 parking spaces. There would be an overall parking deficit of 156 to 213 spaces between 10:00 AM and 2:00 PM, and a surplus between 917 spaces for the remainder of the day. For Variant 2, the 527 new parking spaces available at the 23rd Street garage would result in a net gain of 362 parking spaces. There would be an overall parking surplus of 37 to 94 spaces between 10:00 AM and 2:00 PM, and a surplus of 1,158 spaces after 6:00 PM.

For Variant 3, the 512 new parking spaces available at the 23rd Street garage would result in a net gain of 347 parking spaces. There would be an overall parking surplus of 7 to 64 spaces between 10:00 AM and 2:00 PM, and a surplus of 1,137 spaces after 6:00 PM. For Variant 4, there would be a net loss of 165 parking spaces from the ZSFG campus site. There would be an overall parking deficit of between 430 and 490 parking spaces between 10:00 AM and 2:00 PM, and a surplus of 631 after 6:00 PM.

Mitigation: None required.

4.7.6.4 Cumulative (2040) Operational Impacts

The transportation impact analysis of the proposed project under Cumulative (Year 2040) conditions assumes that the space vacated in the Main (Old) Hospital upon completion of the New Hospital will be completely backfilled by DPH and the space vacated by UCSF at ZSFG will also be backfilled with new DPH staff. The Year 2040 conditions assess the long-term impacts of the proposed project in combination with projected development within San Francisco and the rest of the Bay Area, as well as implementation of planned transportation infrastructure projects.

The geographic context for the analysis of Year 2040 transportation impacts includes the sidewalks and roadways adjacent to ZSFG, as well as the local roadway and transit network in the vicinity of ZSFG. The discussion of 2040 transportation impacts assesses the degree to which the proposed project would affect the transportation network in conjunction with other reasonably foreseeable projects.

Year 2040 traffic volumes were estimated based on cumulative development and growth identified by the SFCTA SF-CHAMP travel demand model, using model output that represents Existing conditions and model output for Year 2040 Cumulative conditions. The Year 2040 traffic volumes from the SF-CHAMP model include the additional vehicle-trips generated by the proposed project (the vehicles shifted by the closure of the B/C Lot and the expanded 23rd Street garage) as well as background traffic growth from 2015 to 2039 in the vicinity of the ZSFG campus. However, the SF-CHAMP model data does not include the planned backfill of rehabilitated buildings at the ZSFG campus site, and as such, the demand for those buildings was manually overlaid on top of the SF-CHAMP model results.

Cumulative (2040) Foreseeable Development Projects

- Seawall Lot 337 and Pier 48 Mixed-Use Project (Pending approval – Case No. 2013.0208E)
- Pier 70 (Pending approval – Case No. not yet assigned)
- California Pacific Medical Center Long Range Development Plan (Approved – Case No. 2005.0555E)
- UCSF 2014 LRDP
- Development associated with neighborhoods plans including the Eastern Neighborhoods Plan (Approved – Case No. 2004.0160E), Western SoMa Plan (Approved – Case No. 2008.0877E), Market-Octavia Plan (Approved – Case No. 2003.0347E), and Rincon Hill Plan (Approved – Case No. 2000.1081E)

Cumulative (2040) Transportation Network Changes

In addition to the transportation network changes described for Near Term conditions, the following transportation network changes in the study area are incorporated into the Year 2040 analysis:

- **Muni Forward.** Muni Forward is aimed at improving reliability, reducing travel times, providing more frequent service, and updating Muni bus routes and rail lines to better match current travel patterns. Recommendations include new routes and route realignments, more

service on busy routes, and elimination or consolidation of certain routes or route segments with low ridership. Muni Forward recommendations were unanimously endorsed by the SFMTA Board of Directors in October 2008, and the EIR was certified by the San Francisco Planning Commission in March 2014. The Muni Forward Implementation Strategy anticipates that many of the improvements would be implemented sometime between Fiscal Year 2014 and Fiscal Year 2019, subject to funding sources and resource availability.

- **San Francisco Bicycle Plan.** The San Francisco Bicycle Plan aims to expand the City's bicycle network through the addition of 34 miles of Class II bike lanes, 75 miles of on-street Class III bicycle routes, improved bicycle parking, and a variety of programs to improve bicycle access and safety.
- **Caltrain Electrification Program.** Caltrain will be implementing a Modernization Program that will electrify the railway to provide upgraded performance and allow more efficient operations and a higher capacity. The Program is scheduled to be complete by 2019. Currently Caltrain crosses 16th Street at-grade at the intersection of 16th Street / Seventh Street/Mississippi Street. There are currently ten trains per hour during peak periods, and the Modernization Program will allow the number of trains to increase to 12 trains per hour. Additionally, Caltrain is anticipating a "blended system", which will see California High Speed Rail trains running alongside Caltrain on the same tracks. However, the future of the High Speed Rail system is currently unknown due to legal and funding challenges. If the blended system is built, it may require a grade separation at 16th/Seventh/Mississippi Street. Electrification of Caltrain (and the associated improved travel times and frequencies) as well as the introduction of High Speed Rail may improve transit access to ZSFG.

Additional transportation projects outside of the study area include the following:

- Geary Bus Rapid Transit (BRT) Project
- Van Ness BRT Project
- Central Subway Project
- Central SoMa Plan
- Second Street Improvement Project
- Transit Center District Plan

Cumulative (2040) Impacts

Impact TRAF-9: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase traffic at intersections on the adjacent roadway network. (Potentially Significant)

ZSFG plans to rehabilitate and backfill what are known as the brick buildings (168,000 gsf), Building 80 (72,000 gsf), and Building 90 (36,000 gsf). Assuming an average employee density of 276 gsf per employee, the backfill of these buildings results in 1,000 additional employees (610 at the brick buildings, 260 at Building 80, and 130 at Building 90) under 2040 Cumulative conditions. As noted above, the Year 2040 traffic impact analysis also takes into consideration implementation of the Potrero Avenue streetscape circulation changes. It was assumed that existing vehicle access to the 23rd Street garage would not change under Year 2040 conditions, and the additional entry and exit lanes provided on 23rd Street would be open only after 6:00 PM.

Table 4.7-4 presents a summary comparison of Existing and Year 2040 With project intersection LOS for the weekday AM and PM peak hours. As presented in Table 4.7-2, all 13 study intersections currently operate at acceptable levels of service (LOS D or better) during the AM and PM peak hours. Under Year 2040 conditions, one of the 13 study intersections is projected to operate at LOS F (Potrero Avenue / 24th Street signalized intersection during the PM peak hour). The project's contribution to the Year 2040 traffic volumes at the critical movements operating poorly (i.e., at LOS E or LOS F) at that intersection was calculated to determine whether the project's contributions to the LOS F operating conditions under Year 2040 conditions would be considered significant.

**TABLE 4.7-4
CUMULATIVE (2040) PEAK-HOUR INTERSECTION LEVEL OF SERVICE (LOS)**

Intersection	Traffic Control ^a	Peak Hour	Existing		Year 2040 With Project	
			Delay (sec.) ^b	LOS ^c	Delay (sec.) ^b	LOS ^c
1. Potrero Avenue / 20th Street	Signal	AM PM	12 13	B B	17 22	B C
2. Potrero Avenue / 22nd Street (N)	Signal	AM PM	13 12	B B	35 20	C B
3. Potrero Avenue / 22nd Street (S)	Signal	AM PM	15 14	B B	21 23	C C
4. Potrero Avenue / 23rd Street ^d	Signal	AM PM	49 43	D D	29 23	C C
5. Utah Street / 23rd Street	SSS	AM PM	12 (NB) 13 (NB)	B B	16 (NB) 17 (NB)	C C
6. West ZSFG Driveway / 23rd St.	AWS	AM PM	>10 (EB) <10 (WB)	B A	12 (EB) 12 (WB)	B B
7. San Bruno Avenue / 23rd Street	AWS	AM PM	<10 (WB) >10 (WB)	A B	13 (WB) 13 (WB)	B B
8. East ZSFG Driveway / 23rd St. ^e	SSS	AM PM	>10 (SB) >10 (SB)	B B	<10 <10	A A
9. Vermont Street / 23rd Street	AWS	AM PM	12 (WB) 12 (WB)	B B	20 (WB) 26 (WB)	C D
10. Potrero Avenue / 24th Street	Signal	AM PM	22 47	C D	52 >80	D F
11. Utah Street / 24th Street	AWS	AM PM	12 (EB) 11 (WB)	B B	33 (EB) 29 (WB)	D D
12. Parking Garage Driveway / 24th Street	SSS	AM PM	<10 (SB) >10 (SB)	A B	20 (SB) 13 (SB)	C B
13. Potrero Avenue / 25th Street	Signal	AM PM	31 20	C C	50 50	D D

NOTES:

Bold indicates a significant impact

^a AWS = All-way stop controlled; SSS = Side Street stop controlled; Signal = Signal controlled

^b Delay reported as seconds per vehicle. For signalized intersections, a combined weighted average delay for the various movements within the intersection is reported. For SSS and AWS intersections, the highest average delay for an approach is reported.

^c For signalized intersections, LOS based on average intersection delay, based on the methodology in the Highway Capacity Manual, 2000. For unsignalized intersections, LOS is based on the worst approach, which is indicated in parentheses.

^d The eastbound approach to Potrero Ave/23rd Street is closed as part of Muni Forward and Potrero Streetscape Improvements.

^e The East ZSFG Driveway would be removed under With Project conditions.

SOURCE: Fehr & Peers, 2014.

The proposed project would add no vehicle trips to the northbound left turn critical movement, and would remove 14 vehicle trips from the southbound through/shared right turn critical movement; the proposed project's contribution would not be considered significant. The project would add 120 vehicle trips to the critical westbound approach, which represents a 48 percent increase from Year 2040 conditions, and the proposed project's contribution would be considered significant. Therefore, the proposed project would have a *significant impact* at this intersection, and UCSF and the City shall implement Mitigation Measure TR-1.

With implementation of Mitigation Measure TR-1, intersection operations would improve to acceptable levels (i.e. LOS D or better conditions) during the PM peak hour. However, UCSF and DPH do not have the authority to implement this improvement without SFMTA's approval and assistance, which is unknown at this time. The effectiveness of implementing Mitigation Measure TR-2 to reduce the impact to less than significant is not known, and UCSF does not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time. While Mitigation Measure TR-3 can reduce traffic impacts, even full implementation of TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection. The proposed project's traffic impact at the intersection of Potrero Avenue / 24th Street would therefore be considered *significant and unavoidable*.

Significance after Mitigation: Significant and Unavoidable

Variant Cumulative Intersection Impacts

Cumulative traffic conditions associated with project Variants would be similar to those described above for the proposed project. Using Near-Term results as a proxy because Cumulative Variants results were not explicitly modeled, the differences in traffic operating conditions among the Variants are modest. Similar to the Near Term Plus Project scenario, the Near Term Plus Variants conditions reflects modifications to the lane geometries and signal timing plans proposed by both the proposed project and foreseeable (funded) infrastructure improvements for several study intersections surrounding ZSFG, as discussed above.

Significance after Mitigation: Significant and Unavoidable

Impact TRAF-10: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase transit ridership demand. (Less than Significant)

San Francisco Muni. Muni Forward, which will improve Muni's reliability, reduce travel times and provide frequent service, is estimated to be fully implemented by 2040. While there is an anticipated increase in background (non-project) Muni riders between Near Term and Year 2040 Conditions at ZSFG, future transit improvements will increase transit capacity to ZSFG in anticipation of this background growth, and the proposed project or project Variants would not create excess demand for public transit that would require the development or expansion of mass transit facilities. For the above reasons, the proposed project or project Variants, in combination

with reasonably foreseeable development in San Francisco, would have *less than significant* Year 2040 SF Muni transit impacts.

Regional Transit. ZSFG staff, patrons and students are anticipated to continue to use BART, AC Transit, Caltrain, SamTrans, and Golden Gate Transit for regional transit service through 2040. Regional service stations are likely to remain at existing locations, and they can be accessed by other transit modes such as SF Muni and the UCSF shuttle.

As described above, Caltrain is proposing to implement a Modernization Program that will electrify the railway to provide upgraded performance and allow more efficient operations and a higher capacity. It is assumed that in the cumulative transit scenario that this program has been implemented. There are currently 10 trains per hour during peak periods, and the Modernization Program will allow the number of trains to increase to 12 trains per hour. Additionally, Caltrain is anticipating a “blended system” which will see California High Speed Rail trains running alongside Caltrain on the same tracks. Electrification of Caltrain (and the associated improved travel times and frequencies) as well as the introduction of High Speed Rail may improve transit access to ZSFG.

While there would be a general increase in regional transit ridership that is expected through the 2040, the proposed project or project Variants would not create excess demand for public transit that would require the development or expansion of mass transit facilities. For the above reasons, the proposed project or project Variants, in combination with reasonably foreseeable development in San Francisco, would have *less than significant* Year 2040 regional transit service impacts.

UCSF Shuttle. UCSF shuttle service operations will continue to serve ZSFG through 2040. The proposed project does not propose changes to shuttle stop locations or service headways, although UCSF Transportation Services regularly monitors system wide shuttle ridership and may change headways or routes based on shifting demand across all UCSF campus sites.

The *UCSF Shuttle Operations Study Final Report* analyzed cumulative demand on the shuttle program.¹³ Population growth projections were made for the cumulative year and population group mode splits, by campus site, and trip rates were used to calculate the number of new daily shuttle trips created by new populations on a campus-by-campus basis. Shuttle growth projections per line were calculated based upon the proportionate increases in population at campuses served by each line. The analysis found that four lines would experience ridership growth of more than ten percent (Gold: 50± percent, Blue: 50± percent, Grey: 45± percent, and Red: 35± percent). Recommendations for increasing the capacity of these four lines to adequately address these cumulative demand increases include increasing peak period shuttle capacity by introducing additional vehicles and reassigning different capacity vehicles to specific lines.

UCSF Transportation Services monitor shuttle performance through a monthly auditing process and implement operational adjustments (which may include additional service) where necessary to meet demand. Therefore, the proposed project or project Variants would not create excess demand for transit that would require the development or expansion of mass transit facilities.

¹³ Nelson\Nygaard. 2014. Shuttle Operations Study Final Report, January, 2014

Thus, the proposed project or project Variants, in combination with reasonably foreseeable development in San Francisco, would result in a *less-than-significant impact* on peak hour Year 2040 UCSF shuttle trips.

Mitigation: None required.

Impact TRAF-11: Development of the proposed project, in combination with reasonably foreseeable future developments, would not cause a substantial conflict with pedestrian facilities, or otherwise decrease the performance or safety of such facilities. (Less than Significant)

Pedestrian circulation impacts are by their nature site-specific and generally do not contribute to impacts from other development projects. As indicated in Impact TRAF-4, the proposed project and project Variants would not result in overcrowding of sidewalks or create new potentially hazardous conditions for pedestrians under Near Term conditions.

Pedestrian trips throughout the City may increase under the Year 2040 scenario due to general growth including growth at ZSFG. Existing and proposed pedestrian facilities at ZSFG are designed to facilitate safe and easy pedestrian paths of travel. Walk trips may increase between the completion of the proposed project or project Variants and the Year 2040 conditions due to increasing effectiveness of TDM measures in reducing vehicle trips. Because transit users would walk between the transit stops and ZSFG, TDM measures such as promoting effective use of transit could over time increase the number of pedestrians accessing ZSFG from surrounding neighborhoods.

As the proposed project develops, UCSF would work with DPH staff to monitor pedestrian conditions to ensure increased pedestrian volumes due to the proposed project or project Variants do not cause overcrowding of sidewalks under the Year 2040 Conditions. This monitoring program would be informed by the annual ZSFG Employee Transportation Survey, UCSF staff, students, and patients and visitors, campus site observations by Transportation Services staff, and ongoing coordination with SFMTA and DPH staff.

There is an anticipated increase in background automobile traffic between Near Term and Year 2040 Conditions at ZSFG, as shown in the Year 2040 traffic forecasts. This will result in an increase in automobile-pedestrian conflicts at intersections and driveways in the study area. While there would be a general increase in vehicle traffic that is expected through the future scenario, the proposed project and project Variants would not create substantial conflicts between pedestrians and autos, bicyclists, or transit vehicles. For the above reasons, the proposed project or project Variants, in combination with reasonably foreseeable development in San Francisco, would have *less than significant* Year 2040 pedestrian impacts.

Mitigation: None required.

Impact TRAF-12: Development of the proposed project, in combination with reasonably foreseeable future developments, would not cause a substantial conflict with bicycle facilities, or otherwise decrease the performance or safety of such facilities. (Less than Significant)

Bicycle circulation and facility impacts by their nature are site-specific and generally do not contribute to impacts from other development projects. Bicycle trips throughout the City may increase under the Year 2040 scenario due to general growth.

As the proposed project develops, UCSF and the City would work with DPH staff to monitor bicycle conditions and improve facilities if needed to ensure the growth due to the proposed project or project Variants remains compatible with bicycling to prevent overcrowding of bicycle facilities (bicycle routes or bicycle parking). In addition, UCSF will monitor bicycle parking to ensure the supply accommodates future demand generated by the research building at ZSFG. This monitoring program would be informed by the annual ZSFG Employee Transportation Survey, UCSF staff, students, and patients and visitors, campus site observations by Transportation Services staff, and ongoing coordination with SFMTA and DPH staff.

There is an anticipated increase in background automobile traffic between Near Term and Year 2040 Conditions at ZSFG, as shown in the Year 2040 traffic forecasts. This will result in an increase in automobile-bicycle conflicts at intersections and driveways in the study area. While there would be a general increase in vehicle traffic that is expected through the future Year 2040 scenario, the proposed project or project Variants would not create substantial conflicts between bicyclists and autos, pedestrians, or transit vehicles. For the above reasons, the proposed project and project Variants, in combination with reasonably foreseeable development in San Francisco, would have *less than significant* Year 2040 bicycle impacts.

Mitigation: None required.

Impact TRAF-13: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase loading demand. (Less than Significant)

Loading impacts, similar to pedestrian and bicycle impacts, are by their nature localized and site-specific. ZSFG will likely experience a moderate increase in the amount of loading activity, requiring one new dedicated loading space, due to the backfill of space vacated by staff that populate the new research building. ZSFG may choose to expand additional facilities, convert a surface parking space to a dedicated loading space, etc. to fill this need when it occurs. The rest of the uses that make up ZSFG are expected to generally be the same, and thus the loading needs are expected to be the same as well. Providing adequate loading facilities for the proposed research building would ensure that future changes to loading activity adjacent to ZSFG would not create potential loading conflicts under Year 2040 Conditions.

As the proposed project develops, UCSF would work with DPH staff to monitor loading conditions to ensure they are sufficient to accommodate the proposed project's or Variants' loading demand and do not create potentially hazardous conditions or significant delays affecting traffic, transit, bicycles, or pedestrians. This monitoring program would be informed by the annual ZSFG Employee Transportation Survey, UCSF staff, students, and patients and visitors, campus site observations by Transportation Services staff, and ongoing coordination with SFMTA and DPH staff.

There is an anticipated increase in background automobile traffic between Near Term and Year 2040 Conditions at ZSFG, as shown in the Year 2040 traffic forecasts. This will result in an increase in loading conflicts at intersections and driveways at ZSFG. While there would be a general increase in loading demand that is expected through the future Year 2040 scenario, the proposed project or project Variants would not create potentially hazardous conditions or significant delays affecting traffic, transit, bicycles, or pedestrians, or otherwise interfere with loading access to the campus sites and adjoining areas. For the above reasons, the proposed project or project Variants, in combination with reasonably foreseeable development in San Francisco, would have *less than significant* Year 2040 loading impacts.

Mitigation: None required.

Impact TRAF-14: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase parking demand. (Less than Significant)

As described above, the proposed project would generate a peak parking demand of up to 72 parking spaces by 2040. Similarly, the completion of the SFGH Rebuild Project and the backfill of all buildings at the ZSFG campus site would result in an estimated additional peak parking demand of about 793 parking spaces in the long term. As a result, the total long-term peak parking demand at the ZSFG campus site would increase by about 411 spaces.

With the proposed project, there would be a deficit between 537 and 594 spaces from 10:00 AM to 2:00 PM. There would be no deficit after 6:00 PM. With Variant 1, there would be a deficit between 567 and 624 spaces from 10:00 AM to 2:00 PM; there would be no deficit after 6:00 PM. With Variant 2, there would be an overall long-term parking deficit of 317 to 374 spaces from 10:00 AM to 2:00 PM; there would be no deficit after 6:00 PM. With Variant 3, there would be an overall long-term parking deficit of 347 to 404 parking spaces between 10:00 AM and 2:00 PM; there would be no parking deficits after 6:00 PM. With Variant 4, there would be an overall long-term parking deficit of 844 to 901 parking spaces between 10:00 AM and 2:00 PM; there would be no parking deficits after 6:00 PM.

The neighborhoods surrounding the ZSFG are unlikely to change dramatically in the future. Planned improvements to the transit network would likely reduce parking demand adjacent to ZSFG under Year 2040 Conditions. UCSF (through its Campus Transportation Services Offices) will make efforts to educate faculty, staff, and students about transit options in order to reduce

auto usage and parking demand. Thus, the parking impacts under the proposed project or project Variants would be *less than significant*.

Mitigation: None required.

Impact TRAF-15: Construction of the proposed project, in combination with reasonably foreseeable future developments, could cause substantial adverse impacts to traffic flow, circulation and access as well as to transit, pedestrian, and parking conditions during demolition and construction activities. (Less than Significant)

Construction impacts are localized and site-specific, and would not contribute to impacts from other development projects near ZSFG. The assessment of construction activity at ZSFG may change between the completion of the proposed project or project Variants and the Year 2040 scenario due to additional non-UCSF projects at ZSFG and the surrounding area and due to timing of implementation of all aspects of the UCSF/City projects. Year 2040 impacts of nearby construction projects should not be considered as the construction would be temporary and the project sponsors of such construction projects would coordinate with various City departments such as SFMTA and DPW through the TASC to develop coordinated plans that would address construction-related issues. For the above reasons, the proposed project and project Variants, in combination with reasonably foreseeable development in San Francisco, would have *less than significant* Year 2040 construction impacts.

Mitigation: None required.

4.7.7 References

Advant Consulting and Fehr & Peers, *Proposed UCSF Research Building at San Francisco General Hospital Transportation Impact Study*. March 2016.

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CHAPTER 5

CEQA Statutory Sections

This chapter summarizes the following categories of impacts resulting from implementation of the proposed project; significant and unavoidable environmental impacts; cumulative impacts; growth-inducing impacts; and significant irreversible environmental effects.

5.1 Significant and Unavoidable Impacts

Section 15126.2(b) of the CEQA Guidelines requires an EIR to identify significant environmental effects that cannot be avoided if the project is implemented, including those that can be mitigated, but not to a less-than-significant level. This section identifies significant impacts that could not be eliminated or reduced to a less-than-significant level by mitigation measures imposed by UCSF. The final determination of significance of impacts and of the feasibility of mitigation measures will be made by the Regents as part of their certification action for the EIR. The following significant and unavoidable impacts would result from implementation of the proposed project:

- **Impact TRAF-2:** Development of the proposed project would increase traffic at intersections on the adjacent roadway network.
- **Impact TRAF-9:** Development of the proposed project, in combination with reasonably foreseeable future developments, would increase traffic at intersections on the adjacent roadway network.

5.2 Cumulative Impacts

The CEQA Guidelines define cumulative impacts as two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The cumulative impact analysis required under CEQA is intended to describe the “incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects” which can result from “individually minor but collectively significant projects taking place over a period of time” (CEQA Guidelines Section 15355). Cumulative impacts must be discussed when they could be significant, but the discussion may be more general than that for individual project impacts. The discussion should also reflect the potential extent, severity, and probability of the impact. The cumulative impact analysis must be based on either a list of reasonably foreseeable projects, or projections from a General Plan or a contribution to significant cumulative impacts must also be proposed. The proposed project’s contribution to cumulative impacts is discussed in this EIR under each environmental topic.

5.3 Significant Irreversible Environmental Effects

Section 15126.2(c) of the CEQA Guidelines requires a discussion of any significant irreversible environmental changes that would be caused by a proposed project. Generally, a project would result in significant irreversible environmental changes if

- The primary and secondary impacts would generally commit future generations to similar uses;
- The project would involve a large commitment of nonrenewable resources;
- The project involves uses in which irreversible damage could result from any potential environmental accidents associated with the project (e.g., highway improvements that provide access to a previously inaccessible area); or
- The proposed consumption of resources is not justified (e.g., the project involves the wasteful use of energy)

The proposed project would result in the development of a research building on a surface parking lot and expansion of an existing parking garage on the SFGH campus. The research building is proposed by UCSF to comply with the UC *Seismic Safety Policy*, which requires that UC employees be located in seismically safe buildings. Development of the proposed project would intensify uses on the SFGH campus consistent with development in an urbanized area, and would be consistent with the *ZSFG Institutional Master Plan*. Future generations could eventually redevelop the research building and garage sites with other uses. Therefore, commitment of these sites for medical/research and parking uses would not be considered a significant adverse effect.

Implementing the proposed project would result in an irreversible commitment of energy resources, primarily in the form of fossil fuels, including fuel oil, natural gas, and gasoline or diesel fuel for construction equipment and automobiles during construction and on-going use of the two sites.

No significant irreversible environmental damage, such as an accidental spill or explosion of hazardous materials, is anticipated to occur with implementation of the proposed project. Hazardous materials typically used in research labs would be brought onto the site packaged in research laboratory quantities and used in accordance with manufacturer recommendations and in accordance with existing UCSF policies and hazardous materials management plans and policies. Compliance with federal, State and local regulations, and implementation of mitigation measures identified in the Initial Study, Section 5.8, *Hazards and Hazardous Materials*, would ensure that remediation, construction, and operation activities at the project site would not result in the release of hazardous materials into the environment and cause significant and unavoidable environmental damage.

Development of the proposed research building would comply with the UC *Presidents Policy on Sustainable Resources*, which requires 20% or better energy performance than California Code of Regulations Title 24 for new construction and renovations, and strives to achieve 30%; requires new laboratory buildings to meet Labs21 Environmental Performance Criteria; and requires all

new construction and major renovations to meet a minimum standard of LEED-NC Silver and strive for LEED-NC Gold when possible. The parking garage expansion would not result in any significant impacts associated with an increase in greenhouse gas emissions or conflict with measures adopted for the purpose of reducing such emissions as it would be compliant with the City's Greenhouse Gas Reduction Strategy.

Therefore, development of the proposed project would not use energy in a wasteful, inefficient or unnecessary manner. The consumption or destruction of other non-renewable or slowly renewable resources also would result during construction activities and operation. These resources include, but are not limited to, lumber, concrete, sand, gravel, asphalt, masonry, metals and water. The project would also irreversibly use water resources. However, the project would not involve a large commitment of those resources relative to supply, nor would it consume any of those resources wastefully, inefficiently, or unnecessarily.

5.4 Growth Inducement

As required by the CEQA Guidelines, an EIR must include a discussion of the ways in which the proposed project could directly or indirectly foster economic or population growth, or the construction of additional housing and how that growth would, in turn, affect the surrounding environment (CEQA Guidelines Section 15126.2(d)). Growth can be induced in a number of ways, including the elimination of obstacles to growth, or through the stimulation of economic activity within the region. The discussion of removal of obstacles to growth relates directly to the removal of infrastructure limitations or regulatory constraints that could result in growth unforeseen at the time of project approval. Under CEQA, induced growth is not necessarily considered beneficial, detrimental, or of little significance to the environment.

The research building is proposed by UCSF to comply with the UC *Seismic Safety Policy*, which requires that UC employees be located in seismically safe buildings. Upon completion of the proposed building, approximately 680 UCSF employees would be relocated from existing facilities on the ZSFG campus to the new research building. In addition, up to 120 employees may relocate from off-campus leased space to the new facility, which could result in subsequent employment growth as other workers, whether UCSF-affiliated or not, occupy the space vacated by UCSF employees. Therefore, the proposed project would not result in substantial employment growth that would indirectly affect demand for housing in the City or the Bay Area as the future occupants of the research building already work for UCSF. Project construction is expected to meet its need for labor from the Bay Area. Further, the proposed project would not extend utilities or transportation infrastructure to previously undeveloped areas.

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CHAPTER 6

Alternatives

6.1 Introduction

CEQA requires that an EIR describe and evaluate the comparative effects of “a reasonable range of potentially feasible alternatives” to the project. A primary criterion for selecting alternatives to be considered is that such alternatives “would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project” (CEQA Guidelines Section 15126.6(a)).

The EIR need only discuss alternatives that could feasibly attain most of the project’s basic objectives. CEQA and the CEQA Guidelines generally define a “feasible” alternative as one that is capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, technological, and legal factors, including regulatory constraints and jurisdictional boundaries.

The range of alternatives is governed by the “rule of reason” which requires the EIR to set forth only those alternatives necessary to permit a reasoned choice (CEQA Guidelines Section 15126.6(f)). Evaluation of a No Project Alternative and identification of an environmentally superior alternative are required. The significant effects of the alternatives shall be discussed, but in less detail than the significant effects of the proposed project (CEQA Guidelines Section 15126.6(d)).

6.2 Significant and Unavoidable Impacts of the Project

The following significant and unavoidable impacts would result from implementation of the proposed project:

- **Impact TRAF-2:** Development of the proposed project would increase traffic at intersections on the adjacent roadway network.
- **Impact TRAF-9:** Development of the proposed project, in combination with reasonably foreseeable future developments, would increase traffic at intersections on the adjacent roadway network.

6.3 Alternatives Considered But Rejected From Further Consideration

The following alternatives were considered but rejected for the reasons described.

6.3.1 Seismic Retrofit of Existing Buildings

Working with the City of San Francisco, UCSF has evaluated the potential for a seismic retrofit of the existing brick buildings that it occupies on the ZSFG campus, in order to meet the UC *Seismic Safety Policy* and retain research activities in these buildings. The evaluation concluded that retrofit of the brick buildings would be infeasible for a number of reasons. First, the existing brick buildings were not designed for research; they are comprised of narrow floorplates that are very poor for 21st century research activities and would not meet modern standards. Interior seismic bracing would further decrease functional space. Second, seismic alterations would be further complicated by the historical significance of the brick buildings and the need to comply with the Secretary of the Interior Standards for the Treatment of Historic Properties. Third, the brick buildings cannot be occupied while the seismic retrofits are being conducted, and there is no “surge” space (i.e., temporary relocation space) for occupants of these buildings while construction occurs. Phasing of construction floor-by-floor to allow continued occupancy during construction, while technically feasible, would not be acceptable to occupants due to noise, dust, and vibration impacts on research activities. In addition, phasing would add substantially to the project cost.

The challenges identified above contribute to the prohibitively high cost of a seismic retrofit. As UCSF does not own the brick buildings, it cannot justify the substantial investment needed on property not owned by the Regents. For all of the reasons described, a seismic retrofit of the existing brick buildings for contemporary research use would not be feasible, and would not allow UCSF to meet its continued commitment to serve the ZSFG community.

6.3.2 Locate Research Off-Site

While it has been suggested by some that UCSF move its research functions off of the ZSFG campus to another location such as Mission Bay, UCSF believes that such a move would not be feasible and would be detrimental to patient care. Research activities for physicians at ZSFG must be located on-site in order for physicians to move quickly between their labs and clinical facilities when a rapid response to trauma and urgent clinical needs is required. Additionally, on-site research is critical to the recruitment and retention of world-class clinical staff, which allows faculty to conduct research while also being within walking distance to their clinical and teaching duties at ZSFG. In addition, on-site research is a requirement for ZSFG to be a Level-1 trauma center. Without UCSF’s on-site research, the City of San Francisco would lose its only Level 1 trauma center. The other nearest Level 1 trauma centers in the Bay Area would be at Stanford University Medical Center and UC Davis Medical Center, about 33 miles and 90 miles away, respectively, which are too distant to provide adequate trauma center care for San Franciscans and neighboring communities, whether such care is needed for single events or major catastrophes. Finally, locating the research activities off-site would increase operational costs and

increase response times by requiring travel between sites, or would render some research programs infeasible due to the need for proximity to patients. For all of these reasons, UCSF firmly believes that relocating the research activities off-site would not be feasible.

6.4 Alternatives Analyzed in the EIR

The project alternatives selected for evaluation would have the potential to lessen or avoid one or more of the identified significant and unavoidable impacts of the proposed project. The alternatives addressed in this EIR were selected in consideration of one or more of the following factors:

- The extent to which the alternative would accomplish most of the basic objectives of the proposed project (identified in Chapter 3, *Project Description*);
- The extent to which the alternative would avoid or lessen any of the identified significant environmental effects of the proposed project;
- The feasibility of the alternative, taking into account site suitability, economic viability, availability of infrastructure, and consistency with applicable plans regulatory limitations, and jurisdictional boundaries;
- The appropriateness of the alternative in contributing to a range of reasonable alternatives necessary to permit a reasoned choice; and
- The requirement of the CEQA Guidelines to consider a “no project” alternative and to identify an “environmentally superior” alternative that differs from the no project alternative.

This chapter describes three alternatives to the proposed project:

- 1) No Project Alternative
- 2) On-site/Underground Parking Alternative
- 3) No Garage Expansion Alternative (Project Variant 4)

These alternatives are described below, followed by a discussion of their impacts and how the impacts would differ from those of the proposed project.

6.4.1 Alternative 1: No Project Alternative

CEQA requires an evaluation of the “no project” alternative so that decision makers can compare the impacts of approving the project with the impacts of not approving the project. Under the No Project Alternative the proposed research building would not be constructed and no expansion of the existing parking garage would occur. The proposed research building site would remain as a surface parking lot (B/C Lot). UCSF would continue to occupy approximately 297,000 gsf of research labs, office, and clinic space on the ZSFG campus in ten buildings (Buildings 1, 3, 5, 9, 10, 20, 30, 40, 80/90, and 100). Additional UCSF employees in off-campus leased space would not relocate to the ZSFG campus under the No Project Alternative. The No Project Alternative would not meet any of the basic project objectives for the research building or the parking garage expansion.

Aesthetics

The less than significant aesthetic impacts under the proposed project and variants would not occur under the No Project Alternative as no new development would occur on the ZSFG campus that could affect the scenic public setting or the visual character and quality of the site.

Air Quality

The impacts to air quality during construction that would occur under the proposed project and variants would not occur under the No Project Alternative because the research building would not be constructed and the parking garage would not be expanded. Traffic-related air quality effects also would be reduced.

Cultural and Paleontological Resources

The No Project Alternative would not result in the construction of the research building; therefore, no mitigation would be required to reduce impacts to the SFGH Historic District to a less than significant level. Other mitigation measures required to reduce impacts to archaeological resources, paleontological resources, and accidental disturbance of human remains during construction of the research building and garage expansion would not be necessary under the No Project Alternative.

Greenhouse Gas Emissions

The emissions of greenhouse gases (GHG) during construction of the proposed project and variants would not occur under the No Project Alternative because the research building would not be constructed and the parking garage would not be expanded. Traffic-related GHG emissions also would be reduced.

Land Use and Planning

The less than significant land use impacts under the proposed project and variants would not occur under the No Project Alternative as no new development would occur on the ZSFG campus that could conflict with land use plans and policies or affect the character of the campus or vicinity.

Noise

The construction noise impacts that would occur under the proposed project and variants would not occur under the No Project Alternative because the research building would not be constructed and the parking garage would not be expanded. Traffic-related noise effects also would be reduced.

Transportation and Traffic

Existing circulation patterns within and in the vicinity of the ZSFG campus would continue under the No Project Alternative. There would be no changes to traffic, transit, pedestrian, bicycle, loading, or emergency vehicle access compared to existing conditions. Regarding parking

conditions, DPH has calculated that with the completion of the new hospital, the loss of some parking on Twenty-Second Street, the closure of the temporary off-site parking lot at 2000 Marin Street in January 2016, and the backfilling of vacated space in the existing hospital building, demand for parking on the part of patients, visitors, and employees will increase by approximately 480 – 490 spaces by Year 2020. Compared to the proposed project and variants, which would have a significant and unavoidable project and cumulative impact at the Potrero Avenue/Twenty-Fourth Street intersection, the No Project Alternative would not result in any impacts at local intersections.

6.4.2 Alternative 2: On-Site/Underground Parking Alternative

The On-Site/Underground Parking Alternative would consist of the research building as proposed by the project with the addition of an underground parking structure constructed below the building. The underground garage would likely consist of two-levels that would contain 202 parking spaces, which would represent a net gain of 37 spaces in comparison to the 130 existing spaces on the B/C Lot and adjacent 35 spaces for handicapped users, service vehicles, and ZSFG staff that would be displaced by construction of the research building. The expansion of the existing ZSFG parking garage would not occur. This alternative was selected to avoid the significant and unavoidable traffic impact at the Potrero Avenue/Twenty-Fourth Street intersection. The On-Site/Underground Parking Alternative would meet most of the project objectives for the research building, but would not meet the objective to develop a new research building that is cost-effective in terms of design, construction cost, operational costs, and maintenance. It would partially meet the objectives for the garage expansion. While this alternative would accommodate the potential new parking demand for the research building, it would not meet parking demand for recently completed projects such as the new hospital or potential future projects such as new clinics and backfill of vacated space on the ZSFG campus.

Aesthetics

The less than significant aesthetic impacts would be similar for the research building under the On-Site/Underground Parking Alternative. Construction of an underground parking garage beneath the building would not result in any additional impacts to the scenic public setting of the ZSFG campus or visual character or quality. The less than significant aesthetic impacts related to the parking garage would not occur because the garage would not be expanded under this alternative.

Air Quality

The potential criteria pollutant emissions impacts under Alternative 2 would be similar or less than the mitigated impacts of the project and Variants 1-3. Variant 4 would emit less criteria pollutants than Alternative 2 because no garage expansion would occur. Alternative 2 would emit more toxic air contaminants than the project and variants, but these impacts would similarly be less than significant with implementation of mitigation.

Cultural and Paleontological Resources

Impacts regarding the compatibility of the research building with the SFGH Historic District would be similar to the proposed project under this alternative, and mitigation also would be

required to reduce the impact to less-than-significant. Other mitigation measures required to reduce impacts to archaeological resources, paleontological resources, and accidental disturbance of human remains during construction of the research building also would be required. Potential impacts regarding the parking garage would be less than the project because it would not be expanded under this alternative.

Greenhouse Gas Emissions

The potential GHG emissions impacts under Alternative 2 would be less than the mitigated impacts of the project and Variants 1-3 as construction of the underground garage would emit less GHGs than expansion of the existing parking garage. Variant 4 would emit less GHGs than Alternative 2 because no garage expansion would occur.

Land Use and Planning

The less than significant land use impacts for the research building would be similar to the proposed project as the building is anticipated to be nearly identical to the design without an underground garage. Parking would be an allowable use in the P (Public) Zoning District. The less than significant impacts related to the parking garage would not occur because the garage would not be expanded under this alternative.

Noise

The noise impacts that would occur during construction of the research building would likely be greater under this alternative due to the additional excavation necessary to construct the underground garage. However, the overall noise impact would likely be less because the ZSFG parking garage would not be expanded under this alternative. Traffic-related noise effects also would be reduced.

Transportation and Traffic

Under Alternative 2, traffic conditions would remain at an acceptable LOS D at the Potrero Avenue/Twenty-Fourth Street intersection; therefore, the significant and unavoidable project and cumulative impact at this intersection would not occur. Vehicles that currently access the B/C Lot for parking would continue under this alternative and all of the net new trips generated by the research building would be accommodated in the on-site underground garage. There would be an overall parking deficit on the ZSFG campus of between 231 and 288 parking spaces between 10:00 AM and 2:00 PM, and a surplus of 833 after 6:00 PM. Approximately 25% of the parking deficit (72 of 288) would be attributable to UCSF demand while the remaining 75% (216 of 288) would be attributable to the demand generated by the SFGH Rebuild Project.

Other impacts regarding transit conditions, pedestrian access, bicycle access, loading, and emergency vehicle access would remain less than significant under this alternative.

6.4.3 Alternative 3: No Garage Expansion Alternative

Under this alternative, which is included in the analysis as Variant 4, the research building would be constructed as proposed, but the existing City-owned parking garage would not be expanded. This alternative was selected to reduce the severity of potential impacts, including the significant traffic impact at the Potrero Avenue / Twenty-Fourth Street intersection. The No Garage Alternative would meet all of the project objectives for the research building. This alternative would not meet any of the project objectives for the parking garage expansion.

Aesthetics

The less than significant aesthetic impacts would be the same as the proposed project for the research building under this alternative. The less than significant aesthetic impacts related to the parking garage would not occur because the garage would not be expanded under this alternative.

Air Quality

The potential criteria pollutant emissions impacts under this alternative would be less than the project because no garage expansion would occur. Alternative 3 would emit less toxic air contaminants than the project, and the impact would similarly be less than significant with implementation of mitigation.

Cultural and Paleontological Resources

Impacts regarding the compatibility of the research building with the SFGH Historic District would be the same as the proposed project under this alternative, and mitigation also would be required to reduce the impact to less-than-significant. Other mitigation measures required to reduce impacts to archaeological resources, paleontological resources, and accidental disturbance of human remains during construction of the research building also would be required. Potential impacts regarding the parking garage would not occur because the garage would not be expanded under this alternative.

Greenhouse Gas Emissions

This alternative would emit less GHGs than the proposed project because no garage expansion would occur. The impact would similarly be considered less than significant.

Land Use and Planning

The less than significant land use impacts for the research building would be the same as the proposed project. The less than significant impacts related to the parking garage would not occur because the garage would not be expanded under this alternative.

Noise

The noise impacts that would occur during construction of the research building would be the same as the proposed project. However, the overall construction noise impact would be less

because the parking garage would not be expanded under this alternative. Traffic-related noise effects also would be slightly reduced.

Transportation and Traffic

● Traffic conditions (delays and LOS) associated with this alternative would be similar to those for the proposed project, except at the Potrero Avenue / Twenty-Fourth Street intersection, where traffic conditions would be somewhat better (worsen to LOS E instead of LOS F). However, implementation of the full suite of TDM strategies identified in Mitigation Measure TR-3 would result in an acceptable LOS D at this intersection, thereby reducing the impact to less-than-significant. Under this alternative, there would be a net loss of 130 parking spaces from the B/C Lot. There would be an overall parking deficit of between 430 and 490 parking spaces between 10:00 AM and 2:00 PM, and a surplus of 631 after 6:00 PM. Approximately 15% of the parking deficit (72 of 490) would be attributable to the UCSF demand while the remaining 85% (418 of 490) would be attributable to the demand generated by the SFGH Rebuild Project. Due to the existing capacity constraints at the 23rd Street garage, the analysis of traffic impacts assumed that the displaced parking from the B/C Lot and any additional parking demand from the research building or the SFGH Rebuild project would not be met in the 23rd Street garage. Vehicles in excess of the current capacity of the garage would park on-street surrounding the ZSFG campus or outside the study area.

Other impacts regarding transit conditions, pedestrian access, bicycle access, loading, and emergency vehicle access would remain less than significant under this alternative.

6.5 Environmentally Superior Alternative

Of the alternatives assessed in this EIR, the environmentally superior alternative, that is the alternative with the least environmental impact, is the No Project Alternative. Section 15126.6(e)(2) of the CEQA Guidelines directs that if the environmentally superior alternative is the no project alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives. Other than the No Project Alternative, the On-Site/Underground Parking Alternative is the environmentally superior alternative, because it would reduce the significant and unavoidable impact associated with traffic conditions at the Potrero Avenue/Twenty-Fourth Street intersection.

● With mitigation Alternative 3 also would reduce the impact to less-than-significant, but it would not meet any of the project objectives for the parking garage expansion.

CHAPTER 7

Report Preparation

7.1 Report Authors

Lead Agency

The Regents of the University of California

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University of California, San Francisco

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● CHAPTER 8

Comments and Responses

The Final Environmental Impact Report includes comments received on the Draft EIR during the public review period; a list of persons, organizations, and public agencies that commented on the Draft EIR; and any other information added by the University as Lead Agency, such as text changes.

This chapter contains the comments received regarding the Draft EIR prepared for the UCSF Research Building and City Parking Garage Expansion at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center Campus project and the responses to those comments. Section 8.1 contains an index to the comments and responses. Comment letters and responses to comments are presented in Section 8.2. Section 8.3 presents the text changes to the Draft EIR initiated by UCSF staff to make editorial changes and corrections to the Draft EIR text. Verbatim written comments made during the Draft EIR public review period (March 23, 2016 through May 9, 2016) and the transcript of the public hearing held on April 21, 2016 can be found in Section 9.2 of this Chapter.

Where appropriate, in response to the comments received, the text of the EIR has been revised. These text changes are identified in Section 8.2 of this chapter within the response to the specific comments which resulted in the change and are cataloged together in Section 8.3. Text additions are indicated by underlined text. Modified text is indicated by the use of ~~strike through text~~.

8.1 Index to Comments and Responses

Table 8-1 lists each commenter, the page number and index code comment contained in the letter or oral testimony, and the page numbers in Section 8.2 where the responses can be found.

**TABLE 8-1
COMMENTS ON THE DRAFT EIR
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Commenter	Index Code	Issue	Page
Governor's Office of Planning and Research, State Clearinghouse, Scott Morgan, Director Letter dated May 9, 2016	OPR-1	Compliance with State Clearinghouse Review	8-8
City and County of San Francisco, Historic Preservation Commission Letter dated April 6, 2016	HPC-1	Design criteria.	8-11
City and County of San Francisco, Department of Public Health, Barbara A. Garcia MPA, Director of Health Letter dated May 6, 2016	DPH-1	Interim parking relief plan.	8-13
	DPH-2	Interim parking relief plan.	8-13
	DPH-3	Off-site parking.	8-14
San Francisco Municipal Transportation Agency, Charles Rivasplata Letter dated May 6, 2016	MTA-1	TDM mitigation measures.	8-17
	MTA-2	TDM mitigation measures.	8-17
	MTA-3	Project description.	8-17
	MTA-4	TDM mitigation measures.	8-17
	MTA-5	Intersection turning movement counts.	8-17
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City and County of San Francisco, Planning Department, Sarah Jones, Environmental Review Officer Letter dated May 9, 2016	SFP-1	Construction traffic improvement measure.	8-21
	SFP-2	Parking supply and demand.	8-21
	SFP-3	TDM mitigation measures.	8-21
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	SFP-6	TDM mitigation measures and improvement measure.	8-22
	SFP-7	Ground floor retail.	8-22
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	SFP-13	Impacts of variants.	8-23

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"SFGH Neighbors" Letter dated May 9, 2016	NEI-1	Retrofit alternative.	8-31
	NEI-2	Lead agency, baseline & applicability of 2008 ZSFG EIR.	8-31
	NEI-3	Significance thresholds & cumulative impacts.	8-32
	NEI-4	Retrofit alternative.	8-33
	NEI-5	Backfill of DPH & UCSF space.	8-33
	NEI-6	SFGH Historic District impacts.	8-33
	NEI-7	Design guidelines.	8-33
	NEI-8	Aesthetics & historic impacts.	8-34
	NEI-9	Project description – parking garage & cumulative impacts.	8-34
	NEI-10	Project description – parking garage & TDM mitigation.	8-34
	NEI-11	TDM mitigation measures.	8-34
	NEI-12	Parking garage impacts.	8-34
	NEI-13	Parking garage consistency with San Francisco plans.	8-35
	NEI-14	Discretionary approvals & land use consistency.	8-35
	NEI-15	TDM mitigation measures.	8-35
	NEI-16	Baseline & cumulative impacts.	8-36
	NEI-17	TDM mitigation measures.	8-36
	NEI-18	TDM mitigation measures.	8-37
	NEI-19	2008 ZSFG EIR mitigation monitoring.	8-37
	NEI-20	TDM mitigation measures.	8-37
	NEI-21	TDM mitigation measures.	8-37
	NEI-22	U.S. 101 off-ramp impact.	8-38
	NEI-23	Employee trip generation rates & survey.	8-38
	NEI-24	Employee trip generation rates & survey.	8-38
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	NEI-29	Residential parking zones & parking pricing.	8-40
	NEI-30	25th Street pedestrian crossing.	8-40
	NEI-31	Summary of comments.	8-40
Potrero Boosters Neighborhood Association, J.R. Eppler, President Letter dated May 9, 2016	PBNA-1	Open space impacts.	8-51
	PBNA-2	Open space impacts.	8-51
Jeremy Battis Letter dated April 3, 2016	JB-1	New hospital construction impacts.	8-53
	JB-2	Potrero Avenue construction project.	8-53
	JB-3	Off-site alternative.	8-53
	JB-4	Existing ZSFG impacts.	8-53
	JB-5	Consistency with Institutional Master Plan.	8-53
	JB-6	UCSF & ZSFG shuttles.	8-54
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Geoffrey Williams Letter dated April 23, 2016	GW-1	Variant 1 & Alternative 2.	8-57
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Christopher Sabre Letter dated May 9, 2016	CS-1	Open space impacts.	8-76
Public Hearing on DEIR for the UCSF Research Building and City Parking Garage Expansion at ZSFG Public hearing, April 21, 2016, ZSFG Hospital Cafeteria, 1001 Potrero Avenue, San Francisco, California	PH-1	Variant 1 & Alternative 2.	8-88
	PH-2	Alternative 2.	8-90
	PH-3	Parking garage consistency with San Francisco plans.	8-91
	PH-4	Air quality impacts during construction.	8-91
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8.2 Comments and Responses

This section includes the full text of each comment letter and email received during the public review of the EIR. Each comment in the individual letters and emails is marked in the right-hand margin with an identifying comment number. The responses to each comment are presented in the text that follows the comment letter. Each response is indexed to correspond to the appropriate comment number. This section also includes the full transcript of the Public Hearing held on April 21, 2016.

Comment Letter OPR



EDMUND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE of PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX
DIRECTOR

May 9, 2016

Diane Wong
Regents of the University of California
654 Minnesota Street
San Francisco, CA 94143

Subject: UCSF Research Building and City Parking Garage Expansion at the San Francisco General
Hospital Campus
SCH#: 2015102010

Dear Diane Wong:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. The review period closed on May 6, 2016, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Scott Morgan
Director, State Clearinghouse

OPR-1

Document Details Report Comment Letter OPR State Clearinghouse Data Base

SCH# 2015102010
Project Title UCSF Research Building and City Parking Garage Expansion at the San Francisco General Hospital
Lead Agency Campus
 University of California, Regents of the

Type EIR Draft EIR

Description UCSF proposes to develop a research building on the site of a surface parking lot on the San Francisco General Hospital (SFGH) campus along Twenty-Third Street. UCSF would enter into a long-term ground lease with the City of San Francisco for the parking lot. The proposed research building would be about 175,000 gross sf, and five-stories in height, plus a mechanical penthouse. The building height would be about 80 feet to the top of the fifth story, plus an additional 12 feet to accommodate rooftop mechanical equipment. The proposed project also includes the expansion of the SFGH parking garage, owned and operated by the Parking Authority of San Francisco, located a block to the south of 2500 Twenty-Fourth Street. Up to 527 additional parking spaces and up to 5,000 sf of ground floor retail space could be constructed.

Lead Agency Contact

Name Diane Wong
Agency Regents of the University of California
Phone 415 502 5952 **Fax**
email
Address 654 Minnesota Street
City San Francisco **State** CA **Zip** 94143

Project Location

County San Francisco
City San Francisco
Region
Lat / Long
Cross Streets Twenty-Third Street and Vermont Street
Parcel No. 4154-001 & 4213-001
Township **Range** **Section** **Base**

Proximity to:

Highways US 101, I-280
Airports No
Railways Caltrain
Waterways San Francisco Bay
Schools multiple
Land Use Public Use / 105-E Height and Bulk District / 40-X

Project Issues Aesthetic/Visual; Air Quality; Archaeologic-Historic; Noise; Traffic/Circulation; Landuse; Cumulative Effects; Other Issues

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 3; Department of Parks and Recreation; Department of Water Resources; Office of Emergency Services, California; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 4; Air Resources Board; Regional Water Quality Control Board, Region 2; Native American Heritage Commission; Public Utilities Commission

Date Received 03/23/2016 **Start of Review** 03/23/2016 **End of Review** 05/06/2016

Governor's Office of Planning and Research, May 9, 2016

Response to Comment OPR-1: Compliance with State Clearinghouse CEQA Review

The Office of Planning and Research acknowledges that UCSF has complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to CEQA.



Comment Letter HPC

SAN FRANCISCO PLANNING DEPARTMENT

MEMO

DATE: April 6, 2016
TO: Diane Wong, University of California Campus Planning
FROM: Historic Preservation Commission (HPC)
REVIEWED BY: Tina Tam, Senior Preservation Planner, (415) 558-6325
RE: Meeting Notes - Review and Comment on the Draft Environmental Impact Report (DEIR), UCSF Research Building and City Parking Garage Expansion at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center Campus Case No. 2013.0225U

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

At the request of the UCSF, the Historic Preservation Commission (HPC) was asked to review and comment on the *Draft Environmental Impact Report, UCSF Research Building and City Parking Garage Expansion at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center Campus* (March 2016).

The HPC appreciates the response to the ARC Comments, and concurs with the revisions to the Design Criteria for the UCSF Research Building. The HPC has reviewed the DEIR, and concurs with the findings and analysis presented within the Cultural and Paleontological Resources section.

HPC-1

City and County of San Francisco, Historic Preservation Commission, April 6, 2016

Response to Comment HPC-1: Design Review

The Historic Preservation Commission concurs with the findings and analysis of the Draft EIR regarding Cultural and Paleontological Resources. Thank you for your comment.

Comment Letter DPH



City and County of San Francisco
Edwin M. Lee, Mayor

Department of Public Health
Barbara A. Garcia, MPA
Director of Health

May 6, 2016

Diane Wong
Principal Planner/Environmental Coordinator
UCSF Campus Planning
654 Minnesota Street, 2nd Floor
San Francisco, CA 94143-0286

Dear Ms. Wong:

An interim Parking Relief Plan (Plan) will need to be implemented during construction of the research building (Project). UCSF and DPH will collaborate on developing the Plan which will provide for a temporary off-site parking lot with shuttle service to the hospital. This off-site lot will be used by both City and UCSF staff that currently have monthly parking permits at ZSFG. Parking and shuttle services will be offered at no cost to staff in exchange for relinquishing their monthly parking permits. At a minimum, the total number of parking spaces set aside for UCSF and City staff will be equal to the number of parking spaces displaced by the project. UCSF will also provide for off-site parking for all contractor construction crews, project management staff and any employees working directly on the construction of the research building. There will be no onsite parking provided for staff or contractors working on the Project. If an insufficient number of monthly parking permits are relinquished (must be equal to the number of parking spaces displaced by the project), additional measures (to be determined) will need to be implemented.

DPH-1

The Plan will also include measures to preserve a number of existing ADA and patient parking spaces on the B/C parking lot during construction of the Project. The Plan for these spaces must ensure that there will be no impact to the construction of either the proposed new Research Facility or the planned construction on the existing (Building 5) main hospital. The Plan will incorporate each of the project schedules including coordination of temporary site work construction; designation of mobilization areas for materials and temporary utilities; emergency and fire access to the site; and operational access, by patients and visitors, to the existing (Building 5) main hospital. The Plan's strategies to accommodate ADA parking may be subject to review and approval by the Mayor's Office of Disability. The total number of parking spaces

DPH-2

Comment Letter DPH

provided for patient and visitor parking at ZSFG will not be diminished at any time by the Project construction. ↑ DPH-2
cont.

The Parking Relief Plan will also need to delineate alternative strategies for handling the loss of parking in the event expansion of the parking garage is not approved. This may include acquisition of a permanent long-term off-site lot. This idea should be added to the project description as a possible component of this project, and UCSF should make sure it has taken this idea into account in its analysis. DPH-3

Sincerely,



Barbara A. Garcia, MPA
Director of Health

City and County of San Francisco, Department of Public Health, May 6, 2016

Response to Comment DPH-1:

This comment suggests a strategy for providing temporary off-site parking connected to ZSFG via shuttle to replace the parking spaces on the B/C Lot, which would no longer be available when construction of the research building begins.

This is not a comment on the Draft EIR analysis. As indicated in the comment, UCSF and DPH will collaborate on developing the interim Parking Relief Plan. However, the strategies suggested in the comment letter have not yet been agreed to by both parties. The Draft EIR assumes that UCSF will provide a temporary off-site parking supply to replace the B/C Lot in advance of the research building construction, including at the UCSF Mission Bay campus site, which would be available for UCSF contractors and UCSF employees. Construction workers would ride UCSF shuttles to the ZSFG campus.

As part of negotiations with the City regarding the ground lease of the B/C Lot, UCSF is considering whether it can accommodate temporary City employee parking as well at the Mission Bay campus site during construction of the research building.

Response to Comment DPH-2:

See Response DPH-1. UCSF and DPH will collaborate on developing the interim Parking Relief Plan. However, the strategies suggested in the comment letter have not yet been agreed to by both parties. Because the project is located in an infill development area and a priority development area, a parking shortfall is not considered an impact for this project. (Public Resources Code Section 21099(d)(1)) Further, while the Draft EIR does not address whether patient or visitor parking is reduced during construction, if it were reduced, no impacts would result that were not already examined in the Draft EIR. Specifically, under Variant 4 (No Garage Expansion), trip making to ZSFG would increase, but parking supply was not commensurately increased. Therefore, no other impacts would result that were not already examined or disclosed in the Draft EIR.

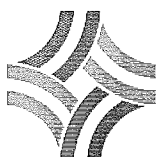
Response to Comment DPH-3:

The Draft EIR includes a No Garage Expansion Alternative (Variant 4), which analyzes conditions in the event that the UCSF research building project moves forward but the garage expansion project does not proceed. The analysis states that under this alternative, vehicles in excess of the current capacity of the garage would park on-street surrounding the ZSFG campus or outside of the project study area.

Regarding the comment that the EIR should take into account the potential acquisition of a permanent long-term off-site parking lot, no off-site parking location has been identified or acquired. Up until recently, the Department of Public Health utilized a remote parking lot at

2000 Marin Street near Cesar Chavez Street for contractor parking associated with the construction of the ZSFG hospital, and for off-site employee parking. That facility is no longer available for parking.

Should another off-site parking lot be identified, it would have separate, independent utility from the research building project and would therefore be subject to separate environmental review. As noted in Response to Comment DPH-2, the parking shortfall is not considered an impact for this project. Development of an off-site parking facility would at most involve modest construction activities such as paving and striping, and possibly some lighting. Any impacts from such construction activities would be expected to be within the range of identified construction impacts associated with the research building. Operational impacts would be generally similar to Variant 4, as it is already assumed that drivers would park away from the hospital site if insufficient parking is available at the ZSFG campus. As no specific off-site parking location has been identified or acquired, it would be speculative at this time to analyze, beyond the discussion above, whether use of such a facility would result in different environmental impacts beyond those identified for the project.



SFMTA
Municipal
Transportation
Agency

Comment Letter MTA

Edwin M. Lee, *Mayor*

Tom Nolan, *Chairman*

Malcolm Heinicke, *Director*

Joél Ramos, *Director*

Edward D. Reiskin, *Director of Transportation*

Cheryl Brinkman, *Vice-Chairman*

Jerry Lee, *Director*

Cristina Rubke, *Director*

MEMORANDUM

DATE: May 6, 2016
FROM: Charles Rivasplata, SFMTA
TO: Diane Wong, UCSF
RE: UCSF Research Building/Garage at San Francisco General Hospital (SFGH):
Comments on the Environmental Impact Report (EIR)

Staff at the SFMTA has reviewed the March 2016 Environmental Impact Report (EIR) for the University of California, San Francisco (UCSF) Research Building and Garage at San Francisco General Hospital (SFGH). Staff comments on the transportation-related items discussed in the EIR are included below.

SPECIFIC COMMENTS:

Page 2-20, Mitigation Measure TR-3. Under "Transit and Shuttle Systems" measures, identify the need for DPH, SFMTA and UCSF to jointly study the effective use of Transportation Network Companies as a "last-mile" alternative.

MTA-1

Page 2-21, Mitigation Measure TR-3. Under "Commute Trip Reduction" measures, add the following:

- Consider providing Muni passes to UCSF employees;
- Promote bicycle safety along 23rd St. and Potrero Ave., in order to prevent conflicts with cars;
- Provide signage indicating the location of bicycle parking at points of access;
- Provide free or subsidized bikeshare membership to all employees;
- Provide free or subsidized carshare membership to all employees; and
- Facilitate access to carshare spaces through on-site signage.

MTA-2

Page 3-12, First Paragraph. In order to give full consideration to Variant 4, substitute "would" with "could" on the first line (e.g., "The project could include an expansion of the existing ZSFG parking garage...").

MTA-3

Page 4.2-32, Second Paragraph. Include a list of the transportation control measures (TCMs) to be implemented by the proposed project.

MTA-4

Page 4.7-6, Second Paragraph (Intersection Operating Conditions). Provide the date/month/year that the 13 study intersections were evaluated.

MTA-5

Page 4.7-42, Second Paragraph. In light of the fact that the project could significantly contribute to adverse conditions at the 24th St./Potrero Ave. intersection, discuss additional improvement measures (e.g., TDM elements of Mitigation Measure TR-3) that could be implemented to soften these impacts.

MTA-6

San Francisco Municipal Transportation Agency, May 6, 2016

Response to Comment MTA-1:

Mitigation Measure TR-3 was edited to clarify that this measure applies to DPH. See Section 8.3, *Text Changes*, for revisions to Mitigation Measure TR-3.

Response to Comment MTA-2:

UCSF appreciates the additional TDM measures suggested by SFMTA. Mitigation Measure TR-3 was edited to include the additional “Commute Trip Reduction” measures that can be considered at this time. See Section 8.3, *Text Changes*, for revisions to Mitigation Measure TR-3.

Response to Comment MTA-3:

The first sentence of the first paragraph on page 3-12 of the Draft EIR is revised as follows to acknowledge that implementation of Variant 4 would not include expansion of the existing ZSFG parking garage.

The project ~~would~~ could include an expansion of the existing ZSFG parking garage, of approximately 307 parking spaces.

Response to Comment MTA-4:

As stated on page 4.2-32 of the Draft EIR, transportation control measures are implemented by the *San Francisco General Plan* and the Planning Code through the City’s Transit First Policy, the bicycle parking requirements, and transit impact development fees. As discussed in Section 4.7, *Transportation and Traffic*, UCSF and DPH already implement separate Transportation Demand Management programs which are de facto control measures. Additional control measures are identified in Mitigation Measure TR-3 and would apply to UCSF and DPH employees and ZSFG patients/visitors. Specifically, this mitigation measure requires UCSF and DPH to coordinate and each implement the following policies to the extent feasible (Note that this response includes additions reflected in Responses to Comments MTA-1, MTA-2, SFP-11, and SFP-12):

- Parking Policy/Pricing
 - Adjust hourly parking rate structure to discourage all-day parking and provide spaces for patients/visitors (Parking Authority)
 - In order to discourage driving, increase hourly and monthly parking rates to be more in line with prevailing San Francisco market rates (Parking Authority)
- Transit and Shuttle Systems
 - Expand UCSF and DPH Shuttle Service to Caltrain, Transbay Transit Terminal (applies to UCSF and DPH; would require coordination with SFMTA)
 - Maintain a dialogue with SFMTA regarding ZSFG’s strong desire to see that the transit connection between the Mission District and the ZSFG campus remains (applies to UCSF and DPH; would require coordination with SFMTA)

- Allow patients/visitors to ride DPH Shuttle and advertise the shuttle as a last-mile option (applies to DPH)
- Expand additional last-mile service by alternate means, including reimbursing employees for taxi use or ride hail companies as a bridge from transit stations (applies to DPH).
- Add Bike racks on DPH shuttles (applies to DPH)
- Commute Vehicle Trip Reduction
 - Hire a TDM Program Manager for ZSFG to meet modal goals (applies to DPH)
 - Expand number of car share vehicles on-site (applies to DPH)
 - Create more robust carpool matching program (applies to UCSF and DPH)
 - Create a vanpool service or coordinate with the existing UCSF vanpool (applies to DPH)
 - Provide showers and locker facilities on campus and in the new UCSF Research Building (applies to UCSF and DPH)
 - Install Bay Area Bike Share Station on campus (applies to DPH)
 - Install transportation kiosk(s) overseen by the new TDM Program Manager (applies to DPH)
 - Advertise existing pre-tax commuter accounts (applies to UCSF and DPH)
 - Promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles (applies to DPH)
 - Provide signage indicating the location of bicycle parking at points of access (applies to DPH)
 - Facilitate access to carshare spaces through on-site garage (applies to DPH)

Response to Comment MTA-5:

The following intersection turning movement counts were collected in April, November, and December 2013 on mid-week and non-holiday days when schools were in session, as noted in the *Proposed Research Building and Garage Expansion at Zuckerberg San Francisco General Hospital Transportation Study*, Appendix C of the Draft EIR. With the exception of the opening of the new hospital, which is accounted for in the transportation analysis, there have not been any substantive land use or transportation infrastructure changes in the project area that would have changed the amount of traffic or circulation patterns any more than typical daily fluctuations, which can be plus or minus 10%. Because there have been no substantial changes to traffic conditions in the area, these counts adequately reflect current roadway conditions at the time of analysis.

- Potrero/20th: 11.06.13
- Potrero/22nd (N): 04.09.13
- Potrero/22nd (S): 04.09.13
- Potrero/23rd (S): 04.09.13
- Utah/23rd: 11.06.13

- San Bruno/23rd: 11.06.13
- Vermont/23rd: 11.06.13
- Potrero/24th (S): 04.09.13
- Utah/24th: 11.06.13
- South Driveway/24th: 12.12.13
- Potrero/25th (S): 04.09.13

Response to Comment MTA-6:

The Draft EIR identifies three Mitigation Measures: TR-1, TR-2, and TR-3 to mitigate the significant transportation impact at the intersection of Potrero Avenue / 24th Street.

The first, TR-1, identifies specific physical design changes that could be taken to reduce the impact to less than significant. Because UCSF and DPH do not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time, among other reasons, additional measures were identified.

TR-2, would open the 23rd Street exit of the 23rd Street Garage during the PM peak period, and thus reduce the amount of vehicles traveling through the intersection of Potrero Avenue / 24th Street and reduce the impact. However, similar to TR-1, it relies on the approval and assistance of SFMTA, which is unknown at this time; further, it is of unknown effectiveness because of uncertainty over the number of vehicles that would choose this exit.

TR-3 requires UCSF and DPH to pursue potential TDM strategies to reduce single occupancy travel to/from ZSFG. UCSF and DPH staff have worked collaboratively as well as in conjunction with SFMTA in order to develop the list of potential TDM measures included in TR-3. Please see Response to Comment SFP-3 for a list of these potential TDM measures. While TR-3 can reduce traffic impacts, even full implementation of Mitigation Measure TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection for the project and Variants 1 to 3.

Together, TR-1, TR-2, and TR-3 span the breadth of potential mitigation measures, from physical design changes to programmatic changes. The development of TDM strategies as part of TR-3 has been vetted and developed in consultation with City agencies, including SFMTA and the San Francisco Planning Department. UCSF, DPH, and SFMTA staff are currently drafting an additional Modal Performance document to be used in implementation of TR-3. While TR-3 can reduce traffic impacts, even full implementation of Mitigation Measure TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection for the project and Variants 1 to 3. However, implementation of the full suite of TDM strategies identified in TR-3 would reduce the impact to less than significant under Variant 4 (No Garage Expansion). UCSF and DPH alone cannot implement TR-1 and TR-2, as the concurrence of SFMTA is required and uncertain. As only TR-1 is known to be fully effective, the Draft EIR identifies the impact as significant and unavoidable, even with implementation of TR-3.



**SAN FRANCISCO
PLANNING DEPARTMENT**

MEMO

DATE: May 9, 2016

TO: Diane Wong, UCSF Campus Planning

FROM: Sarah Jones, Environmental Review Officer

RE: Comments on the Draft Environmental Impact Report for the UCSF Research Building and City Parking Garage Expansion at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center Campus

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Dear Ms. Wong,

Thank you for the opportunity to review the *Draft Environmental Impact Report* for the proposed UCSF Research Building and City Parking Garage Expansion at the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center Campus. The Planning Department offers the following comments. Please feel free to contact Kansai Uchida with any questions or concerns, at (415) 575-9048 or kansai.uchida@sfgov.org.

Planning Department Comments

- 1) **Chapter 2, Page 2-2.** End of first paragraph says that the proposed project includes implementation of two traffic improvement measures. However, the measures are not identified here, and do not appear to be set out in Chapter 3, Project Description. Please either delete this reference to improvement measures or briefly explain here what they concern, describe them in more detail in Chapter 3, Project Description, and set them out in full in Chapter 4, Section 4.7, Transportation.
- 2) **Chapter 2, Pages 2-2 to 2-3.** The text says that one of the parking garage expansion objectives is to enhance the existing TDM program and lessen auto traffic in and around the campus consistent with the City's Transit First Policy. Parking garage expansion is a supply-side measure, rather a demand management measure, which would not lessen auto traffic or promote transit ridership. This point should be clarified.
- 3) **Chapter 2, Page 2-3.** Top of the page states that a project objective for the parking garage is to enhance the existing TDM program. However, neither the summary nor Chapter 3, Project Description, describes the elements or possible elements of an enhanced TDM program.
- 4) The Final EIR should consider whether any possible mitigation or improvements measures could have impacts. The TDM measures discussed in Appendix B, ZSFG TDM Plan Memorandum ("TDM Memorandum"), in Appendix C, Draft EIR, Transportation Impact Study (TIS), include providing a long-term off-site

SFP-1

SFP-2

SFP-3

SFP-4

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- parking lot for employee use, with shuttle service to the ZSFG. Such a proposal could have construction or operational impacts associated with it. Any impacts associated with any of the possible TDM measures should be discussed in the final EIR.
- 5) **Chapter 2, page 2-19.** Mitigation Measure TR-1 should include language that says it would be effective to reduce the impact related to transportation to a less than significant level, but is potentially infeasible as it is not within the control of UCSF, but rather SFMTA, to implement. Likewise, Mitigation Measures TR-2 and TR-3 should state any difficulties with effectiveness and implementation (are they fully effective; who would need to implement; are they therefore infeasible for UCSF to implement).
- 6) **Chapter 3, Section 3.6.2.** While page 3-8 repeats the Summary statement to the effect that a project objective is to enhance the campus TDM program, this section should but does not describe these enhancements. Understanding that they may be uncertain, the solution is to describe everything that might be included, so the document has a complete Project Description. There also appears to be no mention of traffic improvement measures that are part of the project. If such measures are to be implemented, they should be described somewhere in Chapter 3.
- 7) **Chapter 4, pages 4.5-9 and 4.5-12.** If the parking garage is expanded, the Planning Department supports inclusion of retail at the ground floor of the 24th Street frontage in order to provide consistency with the adjoining neighborhood commercial district, based on the land use impact analysis on pages 4.5-9 and 4.5-12.
- 8) **Chapter 4, page 4.7-1.** Section 4.7.2.1 appears to contain the only reference in the document to the possible future TDM program by referencing an appendix to an appendix (Appendix B, ZSFG TDM Plan Memorandum ("TDM Memorandum"), in Appendix C, Draft EIR, Transportation Impact Study (TIS)) for an explanation of possible additional TDMs that are under consideration. Assuming enhanced TDM may be adopted as part of the project, they should be described in the Project Description, and cross-referenced here. Here or in the Project Description, the document should clarify that in the transportation analysis, no additional TDM were assumed to be in place. Thus, the document should clarify that to the extent enhanced TDM are implemented as part of the project, project transportation effects would be improved to some degree, presumably, similarly to Mitigation Measure TR-3.
- 9) **Chapter 4, page 4.7-21.** This page lists an improvement measure, IM-TR-1 Construction Coordination and Monitoring Measures. Please clarify whether UCSF intends to implement this improvement measure (and the other improvement measures) as part of the proposed project. For all improvement
- ↑ SFP-4 cont.
- ↓ SFP-5
- ↓ SFP-6
- ↓ SFP-7
- ↓ SFP-8
- ↓ SFP-9

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- measures, please clarify that, even if the improvement measure is not implemented, impacts would still be less than significant. ↑ SFP-9
| cont.
- 10) **Chapter 4, page 4.7-25.** Mitigation Measure TR-2 identifies some pedestrian safety features to be implemented as part of a traffic mitigation measure, where the 23rd Street garage vehicle exit would be used during the PM peak period. UCSF should explore similar pedestrian safety improvements along 23rd Street between Utah Street and San Bruno Avenue, particularly at crosswalks, to facilitate new pedestrian movements between the proposed research building and the existing garage even if the 23rd Street vehicle exit is not used. | SFP-10
- 11) **Chapter 4, page 4.7-26.** The Planning Department supports inclusion of the Transportation Demand Management (TDM) mitigation measure, in an effort to reduce single-occupancy vehicle trips and offset the potential trip-related impacts of the proposed project. UCSF should implement as many of the proposed measures as is feasible. The heading "Commute Trip Reduction" in MM TR-3 should be revised to read "Commute Vehicle Trip Reduction" to emphasize that the goal is to shift mode choice away from solo driving, rather than reduce the overall number of commute trips. | SFP-11
- 12) **Chapter 4, page 4.7-26.** Mitigation Measure TR-3, Implement Additional TDM Strategies to Reduce Single Occupancy Vehicle Trips, contains many of the same measures that are described in the TDM Memorandum. If any of the enhanced TDM measures in the TDM Memorandum may be adopted as part of the project, the Final EIR should explain in Chapter 4, how Mitigation Measure TR-3 relates to these enhanced TDM measures. | SFP-12
- 13) **Chapter 4, page 4.7-27.** The statement at the end of the Mitigation Measures TR-1 through TR-3 is clear, but elsewhere in the document, the effectiveness or feasibility of these mitigation measures is not clearly set out (see for example, page 4.7-28). Please review statements throughout the document concerning any of these mitigation measures and make certain that the document describes their effectiveness and feasibility in a consistent manner. | SFP-13
- 14) **Chapter 4, page 4.7-28, VMT Reform to CEQA.** This section should set out more clearly the criteria adopted by the City in March 2016 concerning VMT. While the State's proposed approach applicable to the project is set out on page 4.7-29, and one element of the City's criteria is described, this section does not, but should, set out with clarity the criteria adopted by the City. The Planning Department's staff report regarding adoption of the VMT criteria is available at: http://commissions.sfplanning.org/cpcpackets/Align-CPC%20exec%20summary_20160303_Final.pdf. | SFP-14
- 15) **Chapter 4.7-31 and 32.** Mitigation Measure TR-3 is credited with further helping to reduce approach delay for transit. Assuming the project may include enhanced TDM measures, the text should also note that if enhanced TDM measures are adopted as part of the project, they would have a similar effect to implementation | SFP-15
↓

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- of Mitigation Measure TR-3. Similar clarification should be added elsewhere in the document where Mitigation Measure TR-3 is discussed, for example, page 4.2-32, Air Quality section. ↑ SFP-15
cont.
- 16) **Chapter 4, page 4.7-28.** The “VMT Reform to CEQA” section should incorporate current research regarding how providing more off-street parking spaces can increase the auto mode share and vehicle miles travelled (VMT) generated by a project. Available research includes: Chris McCahill, et al., “Effects of Parking Provision on Automobile Use in Cities: Inferring Causality,” Transportation Research Board, November 13, 2015 (available online at: http://www.cows.org/_data/documents/1761.pdf) SFP-16
- 17) **Chapter 4, page 4.7-33 and 4.7-34.** As further work focused on driveway, bicycle, and pedestrian access to the project site proceeds, UCSF should include features to promote safety and minimize conflicts between modes through design. For example, garage and driveway entrances and exits should be designed such that approaching pedestrians and bicycles are clearly visible to motorists, and vehicle speeds on the project site should be controlled through traffic calming design features. This topic should be added to the discussion of impacts TRAF-4 (page 4.7-33) and TRAF-5 (page 4.7-34), given that the proposed project would increase the number of vehicle trips to the hospital campus. SFP-17

City and County of San Francisco, Planning Department

May 9, 2016

Response to Comment SFP-1:

The last sentence of the first paragraph on page 2-2 of the Draft EIR is revised as follows regarding the implementation of traffic improvement measures.

The proposed project also includes implementation of ~~two~~ one traffic improvement measures (IM-TR-1) that would require preparation and implementation of a traffic control plan during project construction as well as notification on a regular basis to nearby residences, institutions, and businesses of construction activities. The improvement measure is provided under Impact TRAF-1 on page 4.7-21.

Response to Comment SFP-2:

The City's garage expansion project seeks to strike a balance between providing sufficient parking supply to meet critical needs at the campus, while limiting to the extent feasible the projected substantial increase in parking demand in the future. Currently, demand for parking exceeds supply, as evidenced by the existing garage and neighborhood on-street parking being at full capacity during peak hours. The proposed UCSF research building would displace about 130 parking spaces, and would increase parking demand by about 72 parking spaces. The ZSFG Hospital Rebuild project and the City's backfill of vacated space in the future would result in an additional peak parking demand of nearly 800 spaces in the long term (see Draft EIR page 4.7-46).

As discussed under Project Objectives (bottom of page 2-2), one of the objectives of the proposed garage expansion is to provide sufficient parking to accommodate the anticipated loss of parking supply and increase in parking demand. The proposed parking garage expansion of 307 spaces (or up to 527 spaces under Variant 2), would still not be sufficiently large to accommodate all of the parking demand anticipated. Thus, the garage expansion project includes an enhanced TDM program to encourage staff, visitors, and patients to use alternative means of transportation to limit the demand for parking.

Response to Comment SFP-3:

While further investigation into the enhanced TDM measures is necessary, the Draft EIR Project Description on page 3-12 is revised to include the following. (Note that the text changes also include additions reflected in Responses to Comments MTA-1, MTA-2, SFP-11, and SFP-12). To the extent enhanced TDM measures are implemented as part of the project, transportation impacts would be less than described in the Draft EIR.

TDM planning coordination among UCSF, DPH, and SFMTA staff and transportation consultants yielded a list of potential TDM strategies that could be pursued in addition to those already in place to reduce single-occupant vehicle trips for UCSF and DPH employees.

As part of the proposed project, these enhanced TDM measures, described in Mitigation Measure TR-3 (Draft EIR page 4.7-26 to 4.7-27), and in more detail in the Transportation Impact Study Appendix B: ZSFG TDM Plan Memorandum, will be implemented to the extent feasible. These enhanced TDM measures include:

- **Parking Policy/Pricing**

- Adjust hourly parking rate structure to discourage all-day parking and provide spaces for patients/visitors (Parking Authority)
- In order to discourage driving, increase hourly and monthly parking rates to be more in line with prevailing San Francisco market rates (Parking Authority)

- **Transit and Shuttle System**

- Expand UCSF and DPH Shuttle Service to Caltrain, Transbay Transit Terminal (applies to UCSF and DPH; would require coordination with SFMTA)
- Maintain a dialogue with SFMTA regarding ZSFG's strong desire to see that the transit connection between the Mission District and the ZSFG campus remains (applies to UCSF and DPH; would require coordination with SFMTA)
- Allow patients/visitors to ride DPH Shuttle and advertise the shuttle as a last-mile option (applies to DPH)
- Expand additional last mile service by alternate means, including reimbursing employees for taxi use or ride hail companies as a bridge from transit stations (applies to DPH).
- Add Bike racks on DPH shuttles (applies to DPH)

- **Commute Vehicle Trip Reduction**

- Hire a TDM Program Manager for ZSFG to meet modal goals (applies to DPH)
- Expand number of car share vehicles on-site (applies to DPH)
- Create more robust carpool matching program (applies to UCSF and DPH)
- Create a vanpool service or coordinate with the existing UCSF vanpool (applies to DPH)
- Provide showers and locker facilities on campus and in the new UCSF Research Building (applies to UCSF and DPH)
- Install Bay Area Bike Share Station on campus (applies to DPH)
- Install transportation kiosk(s) overseen by the new TDM Program Manager (applies to DPH)
- Advertise existing pre-tax commuter accounts (applies to UCSF and DPH)
- Promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles (applies to DPH)
- Provide signage indicating the location of bicycle parking at points of access (applies to DPH)
- Facilitate access to carshare spaces through on-site garage (applies to DPH)

Response to Comment SFP-4:

Mitigation Measures TR-1, TR-2, and TR-3 were reviewed for secondary impacts, vetted, and developed in consultation with City agencies, including SFMTA and the San Francisco Planning Department prior to inclusion in the Draft EIR. The “long term off-site parking lot for employees use” measure noted in the comment was previously singled out for removal as part of this review process, but accidentally remained a part of the list of potential measures included in the Appendix of the TIS. It will be removed consistent with the comment. UCSF, DPH, or SFMTA may pursue this strategy in the future as part of a separate process, but have not indicated any willingness to do so as part of this environmental review process. As noted in Response to Comment DPH-3, no specific off-site parking location has been identified or acquired. See also Response to Comment DPH-3, above.

Response to Comment SFP-5:

The last column of Impact TRAF-2 in Table 2-1 on page 2-19 of the Draft EIR (“Level of Significance After Mitigation”) is revised as follows to clearly indicate why the impact would remain significant and unavoidable for the project and Variants 1 to 3.

Significant and Unavoidable

Mitigation Measure TR-1 would reduce the impact to less than significant, but UCSF and DPH do not have the authority to implement it without SFMTA’s approval and assistance, which is unknown at this time.

The effectiveness of Mitigation Measure TR-2 to reduce the impact to less than significant is not known given the uncertainty over the volume of vehicles choosing to exit the northern egress, and UCSF does not have the authority to implement it without SFMTA’s approval and assistance, which is unknown at this time.

While Mitigation Measure TR-3 can reduce traffic impacts, even full implementation of TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection for the project or Variants 1 to 3. Implementation of the full suite of TDM strategies identified in TR-3 would reduce the impact at Potrero Avenue / 24th Street to less-than-significant under Variant 4.

The conclusion to Impact TRAF-2 on page 4.7-27 is similarly revised as follows:

Significance after Mitigation: Significant and Unavoidable. Mitigation Measure TR-1 would reduce the impact at Potrero Avenue / 24th Street to less than significant, but UCSF and DPH do not have the authority to implement it without SFMTA’s approval and assistance, which is unknown at this time. The effectiveness of Mitigation Measure TR-2 to reduce the impact at Potrero Avenue / 24th Street to less than significant is not known given the uncertainty over the volume of vehicles choosing to exit the northern egress, and UCSF does not have the authority to implement it without SFMTA’s approval and assistance, which is unknown at this time. While TR-3 can reduce traffic impacts, even full implementation of Mitigation Measure TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection. Further, the effectiveness of Mitigation Measure TR-3 to reduce the impact at Potrero Avenue / 24th Street to less than significant is not known, as it is dependent on the amount, mixture, and schedule of feasible measures implemented by UCSF and DPH. For the above-stated reasons, the traffic impact

at the intersection of Potrero Avenue / 24th Street due to the proposed project would therefore still be considered ~~significant and unavoidable~~.

Response to Comment SFP-6:

See Response to Comments SFP-3 regarding the TDM program. See Response to Comment SFP-1 regarding improvement measures.

Response to Comment SFP-7:

The San Francisco Planning Department's support for inclusion of ground floor retail if the parking garage is expanded is acknowledged.

Response to Comment SFP-8:

See Responses to Comments SFP-2 and SFP-3 regarding the TDM program.

Response to Comment SFP-9:

UCSF intends to implement IM-TR-1 as part of the project. See also Response to Comment SFP-1. The last paragraph on page 4.7-20 of the Draft EIR acknowledges that Impact TRAF-1 would be less than significant even without implementation of IM-TR-1.

Response to Comment SFP-10:

As noted in the Draft EIR, 23rd Street pedestrian improvements are identified as part of Mitigation Measure TR-2. UCSF and DPH, acting in coordination with the SFMTA, can choose to pursue the 23rd Street pedestrian improvements identified in Mitigation Measure TR-2 within or outside of the environmental review process.

Response to Comment SFP-11:

As noted in the Draft EIR, both UCSF and DPH are committed to pursuing and implementing additional TDM measures, to the extent feasible. UCSF, DPH, and SFMTA staff are currently drafting an additional Modal Performance document to be used in implementation of TR-3.

"Commute Trip Reduction" measures described under Mitigation Measure TR-3 on page 4.7-26 of the Draft EIR is revised as follows to emphasize that the goal is the reduction of single-occupant vehicle trips.

Commute Vehicle Trip Reduction

Response to Comment SFP-12:

The text of Mitigation Measure TR-3 was edited to include two parking-related measures from the final TDM memorandum that were in the TDM letter to the SFMTA but not included in TR-3. See Section 8.3, *Text Changes*, for revisions to Mitigation Measure TR-3.

Response to Comment SFP-13:

The statement regarding the significance of mitigation after implementation of Mitigation Measures TR-1 through TR-3 for the project variants on page 4.7-28 is intended to be a summary of the significance discussion included on page 4.7-27 for proposed project impacts. The conclusion regarding the project variants is revised as follows:

Significance after Mitigation: Significant and Unavoidable. Because Mitigation Measures TR-1 and TR-2 cannot be implemented without SFMTA's approval and assistance, However, implementation of the full suite of TDM strategies identified in Mitigation Measure TR-3 would reduce the severity of the impact at Potrero Avenue / 24th Street under Variants 1 to 3 (though the impact would remain significant), and would reduce the impact to less than significant under Variant 4 (No Garage Expansion), and the effectiveness of TR-3 is not known, as it is dependent on factors including the schedule, structure, and how much UCSF employees are charged to park on campus, the traffic impact at the intersection of Potrero Avenue / 24th Street due to the project Variants would be considered significant and unavoidable.

Response to Comment SFP-14:

The following is added to the first paragraph on page 4.7-29 of the Draft EIR regarding the City's newly adopted VMT criteria, as detailed in the Planning Department's staff report of March 3, 2016:

The new criterion identifies thresholds of significance and screening criteria used to determine if a land use project would result in significant impacts under the VMT metric. For development projects, a project would generate substantial additional VMT if it exceeds the regional VMT per capita or employee for the particular use (i.e., residential, retail, or office) less 15 percent. OPR's proposed transportation impact guidelines state a project would cause substantial additional VMT if it exceeds both the existing City household VMT per capita minus 15 percent and existing regional household VMT per capita minus 15 percent. In San Francisco, the City's average VMT per capita is lower (8.4) than the regional average (17.2). Therefore, the City average is irrelevant for the purposes of the analysis. This approach is consistent with Public Resources Code Section 21099 and the thresholds of significance for other land uses recommended in OPR's proposed transportation impact guidelines.

Response to Comment SFP-15:

The following statement has been added to Mitigation Measure TR-3 (See Section 8.3, *Text Changes*, for additional revisions to Mitigation Measure TR-3):

Additionally, implementation of other TDM strategies not included in this list would have a similar effect of reducing SOV trips to and from ZSFG.

Response to Comment SFP-16:

The following is added to the first paragraph on page 4.7-29 of the Draft EIR to incorporate research regarding off-site parking spaces, auto mode share, and VMT:

On a national level, research has shown that increasing the ratio of parking spaces to area residents can result in an increase in auto mode share of up to 30% (McCahill et al., 2015). Recent intercept surveys conducted for the San Francisco Planning Department, found that individuals were 40 to 60% less likely to travel by automobile than individuals with dedicated parking spaces and thus generated less VMT. These results were found for both office and residential uses (Schuett et al., 2015; City of San Francisco white paper). They also generally correspond to an absolute difference in auto mode share of around 30 percentage points – the same relationship found nationally by McCahill et al.

Response to Comment SFP-17:

The following sentence is added to the last paragraph of page 4.7-33 and to the second paragraph of page 4.7-35 to mention features to promote safety and minimize conflicts between modes through design:

UCSF will also coordinate with the SFMTA on the ultimate driveway design of the proposed project to ensure that it incorporates safety best practices, including design that promotes safety and minimizes conflicts between modes.

Comment Letter NEI

May 9, 2016

Ms. Dianne Wong, Environmental Coordinator
UCSF Campus Planning
654 Minnesota Street
San Francisco, CA 94143-0286

Re: UCSF Research Building and City Parking Garage Expansion at the San Francisco General Hospital Site, Comments on the Draft Environmental Impact Report

Dear Ms. Wong,

The organizations and individuals listed below submit the following comments on the Draft EIR for the proposed 175,000 square foot addition to the SFGH Campus at 1001 Potrero on the San Francisco General Hospital site. We agree that San Francisco General Hospital researchers should be housed in seismically safe buildings. However, we have serious concerns regarding several aspects of the proposed development and the DEIR, including the complete lack of consideration of seismically retrofitting the existing structures as the environmentally superior alternative.

NEI-1

The DEIR is deficient in numerous material respects. We believe that the DEIR must be revised and republished in order to address numerous critical issues that have been ignored or insufficiently analyzed in this draft. Moreover, for the reasons discussed below, we suggest that the City should be the lead agency, or be co-lead agency in order to comply with its responsibilities as owner of the property, and to make consistent the analyses, significance thresholds, and mitigation commitments contained in the 2007 EIR for the new hospital (State Clearinghouse 2007082023), the Institutional Master Plan and the City Use Permit (2007.0603C) for the property upon which the proposed development is located. The inclusion of the City in the CEQA process for this proposed project would assist in assuring that the necessary approvals are appropriately conditioned, consistent with the requirements now in effect for the site, and that those conditions are in fact implemented to minimize traffic, parking noise, light/glare and historic building and district impacts. The baseline for impacts should be the existing certified EIR for the new SFGH Hospital and backfill of Building 5 (the old hospital) rather than beginning anew. Revising the DEIR to include the appropriate baselines is consistent with CEQA Guidelines that require the avoidance of conflicting documents and analyses and require that projects do not piece-meal impacts and mitigations.

NEI-2

UCSF Should Not Be the Lead Agency for the Proposed Project.

UCSF should not be the lead agency because the site is City property and is covered by a San Francisco City Use Permit, Final EIR and the SFGH Institutional Master Plan that were prepared by the San Francisco Department of Public Health. We also question which environmental significance thresholds were used—UC's or San Francisco's? The EIR must make explicit its environmental significance thresholds and the assumptions relating to those thresholds. This DEIR, published by UC, does not say whether or how the requirements of the existing use permit for the new hospital would be tied into this project. These use permit conditions apply to the property and run with the land, not the applicant, and thus will apply to UCSF should the development proceed. The DEIR is deficient because it fails to analyze or address the lack of consistency between the New Hospital and Research Building EIRs, the two Institutional Master Plans, the Use Permit for the New Hospital and the Mitigation Monitoring and Reporting (MMRP) requirements.

Allowing UC to be the lead agency for this project and ignoring the prior certified EIR as the correct baseline for new additional infill development on the SFGH Campus fundamentally disconnects the impacts of the proposed project from the impacts already found for the rest of development underway on this site. The UC DEIR ignores all the significant impacts found in these prior developments at this exact site; fails to address, coordinate or otherwise harmonize all the mitigation requirements already imposed at this site, and exacerbates all the impacts previously identified in the SFGH certified EIRs for this site – especially those that were required to be mitigated.

The UC's DEIR is an end-run around the mounting, significant impacts of the dense development at this City-owned site. This DEIR, and its substantial deficiencies in recognizing, much less analyzing and mitigating the impacts already found, and the additional cumulative impacts caused by this final “drop in the development bucket” constitute illegal “piece-mealing” of the overall impacts of the project.

Moreover, allowing UC to function as sole lead agency and author of the DEIR impermissibly allows the City to avoid critical responsibilities under prior permits, the prior EIRs concerning the Hospital site, its Mitigation Monitoring and Reporting Plan and its Institutional Master Plan. As discussed in the Historical Structures comments below, allowing UC to be the lead agency and author of the environmental analysis also may constitute an end run around City laws requiring the Arts Commission to review the design, architecture, and aesthetics of the proposed project.

The terms of both the 2007 EIR for the New Hospital and its Use Permit apply to this project and run with the land, not with the implementing agency. Therefore, the City should be the lead agency for this project.

NEI-3

The DEIR Fails to Mention, Much Less Study, the Seismic Retrofit Alternative.

The most logical alternative—seismically retrofitting the existing historic “finger- ward” buildings—is the environmentally superior alternative, but it has not been mentioned or studied in the DEIR. We are very concerned about the continued structural decline of the existing historic structures on the SFGH Campus in which the existing UCSF research facilities now function. These buildings are part of a designated historic district, as noted in the 2007 New Hospital EIR. The City has an affirmative duty to make certain that these buildings are preserved and do not become a blight or a nuisance. Under the retrofit alternative, no parking would be lost; existing historic buildings would be preserved; and the impacts of the proposed garage addition (parking, transportation, noise and light/glare) would be avoided. UC should not circumvent or frustrate the City’s compliance with its obligations.

NEI-4

We also demand that the existing historic structure not be allowed to simply sit in a state of disrepair for an interminable period of time. A non-maintained and uninhabited structure will be not only an eyesore, but also an attractive nuisance for rodents, criminal and other undesirable activity. These structures were found to be historically significant in the New SFGH Hospital EIR, a finding not contained in the UCSF DEIR. The complete failure to analyze or even mention a retrofit alternative makes this DEIR fatally incomplete and inadequate.

The DEIR Fails to Analyze the Historic Structures Impacts and Related Issues.

The “Finger Wards” of the old hospital buildings that UCSF will vacate are designated as Class A Historic Resources. A Historic Resources Report was issued and permit conditions imposed upon the new SFGH Hospital as part of the 2007 EIR for the New Hospital and Building 5 backfill. The neighborhood is concerned about the following issues:

NEI-5

1. There is no funding allocated for seismic retrofit and reuse of these historic buildings. We are concerned that they will continue to deteriorate and become an ugly nuisance, which will affect our neighborhood. The DEIR fails to address any of these significant impacts of the proposed project.

NEI-6

2. The proposed height of the new structure is seven feet higher than the historic buildings and will visually intrude upon the existing historic nature of the older finger wards (Buildings 10, 20, 30 and 40).

3. The New Hospital was required to use materials and colors consistent with those of the historic buildings to protect the character of the historic district. Instead, “Day Glo White” appurtenances were used on the New Hospital rather than the Antique Cream called for in the historic resources mitigations for the new SFGH Hospital. That looks ridiculous next to the historic tiles of the older structures. The new UCSF Structure should be harmonious in colors, materials and textures with the historic buildings on the SFGH Campus. This, too, is a requirement of the New Hospital EIR in the historic resources section. In the late 1980s, an excellent job in creating harmonious and respectful architecture within the historic district was accomplished with the Behavioral Health Center Building. This example should be

NEI-7

used as a template for architecture, materials, colors and textures for the new UCSF Research Building and included as an impact and mitigation measure for the historic district.

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4. The neighborhood is not satisfied with the very general language contained in the Aesthetics analysis. The language should be tightened and made more exacting and consistent with that of the 2007 New Hospital EIR. Additionally, because the proposed new medical building would be built on City property, City law requires that the Arts Commission review the design and aesthetics of the new building. The DEIR fails to address or commit to the required design and aesthetic review. It appears that the Art Commission and the City Planning Department will not be the arbiter or have any input or approval function. This is unacceptable and violates city laws.

NEI-8

The DEIR is Incomplete Because of its Cursory Inclusion of the Parking Garage Expansion as a Catchall and Imaginary Mitigation to the Proposed Project's Significant Traffic and Parking Impacts.

Failure to analyze or fund the parking garage expansion mitigation makes this DEIR fatally deficient. There are no transportation, transit or parking mitigations that are believable or consistent with the prior approval at SFGH for over 460,000 square feet of new hospital and the backfill of Building 5. This is despite the fact that this research building addition would be an approximately 38 percent increase in square footage at the SFGH Campus.

NEI-9

The proposed 307-space parking garage expansion is not a realistic mitigation measure because it is neither designed nor funded. The 2015-2019 SFMTA Capital Improvement Program does not contain ANY funding for this garage expansion and none is identified in the Draft EIR. It is therefore an infeasible mitigation. Further, adding to a parking garage will intensify traffic impacts and work at counter purposes to the Transportation Demand Management Program that is supposed to be in place pursuant to the 2007 EIR Mitigation Monitoring and Reporting Plan. It is also inconsistent with the SFGH Institutional Master Plan, the City's General Plan, and the Sustainability Plan. Thus, the Final EIR should either remove all reference to expanding the parking garage, or it should include a funding plan that is realistic and will allow the parking to be in place by 2017-2019—the same schedule as the proposed new UCSF Research Building as well as mitigations for the impacts of adding parking.

NEI-10

Adding parking flies in the face of the City's goal to reduce auto use to and from the SFGH campus and other institutions. There is no mention whatsoever of what parking rates will be and how this garage will interfere with the TDM Program that is supposed to be in place.

NEI-11

The proposed parking garage expansion impacts are not included. There is no analysis of traffic, air quality, light, glare, or noise to the residential area adjacent to the site. CEQA requires that all impacts, including those created by mitigations, be addressed in an EIR. The neighbors who live in close proximity to the SFGH site and the parking garage already suffer hellish intrusions of light, glare and noise into their homes. The DEIR does not mention these intrusions, much less analyze their impacts or propose any mitigation. The

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Comment Letter NEI

DEIR is inadequate in its failure to recognize or address the light, glare and noise impacts of additional development at this site. ↑ NEI-12
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The DEIR is Inconsistent with San Francisco's General Plan.

The project, as currently presented and considering the lack of implementation of the Transportation Demand Management mitigations, violates Objective 33 of the General Plan which states "Contain and lessen the traffic and parking impact of institutions on surrounding residential areas" and Policy 33.1: "Limit the provision of long-term automobile parking facilities at institutions and encourage such institutions to regulate existing facilities to assure use by short-term clients and visitors" and Policy 33.2: "Protect residential neighborhoods from parking impacts of nearby traffic generators." These inconsistencies should be referenced in the EIR and in all approval project reports. These inconsistencies should be eliminated through specific alignment of the impacts of the project with the City's goals vis-à-vis mitigation of impacts.

NEI-13

Both the City Sustainability Plan and the General Plan favor aggressively implementing transportation demand management, instituting parking pricing such that transit is the preferable mode, and providing short term versus long term parking over the addition of parking at major institutions. The proposed mitigation of expanding the parking garage is inconsistent with the General Plan Transportation Element and the City's Sustainability Plan.

Discretionary Approvals Need to Include the City as Well as UC and Current Legal Requirements Must Be Enforced Prior to any Approval of the Proposed Project's EIR.

Inasmuch as the City requires city agencies to obtain use permits, the actions to be taken by the City and County of San Francisco on page 3-16 should be expanded to require: 1) Planning Commission approval of use permit for the new Research Building, 2) Planning Department and Art Commission approval of design of the new parking garage for historic district consistency, 3) approval of an amended SFGH Institutional Master Plan Amendment for UCSF Facilities 4) co-certification of the EIR, and 5) implementation of an Effective Joint TDM Program that meets the 45 percent Drive Alone Rate within two years as is required under Use Permit 2007.0603C and New Hospital EIR 2007.0603E and State Clearinghouse 2007082023. In case this is not implemented or otherwise fails to meet the goal of 45 percent DAR, we recommend an updated aggressive joint TDM Program be implemented simultaneously with the opening of the new SFGH Hospital.

NEI-14

In addition, both UC and the City should adopt and implement the previously required Transportation Demand Management Program and regularly report progress to the Planning Commission. These were requirements of the SFGH New Hospital use permit and that use permit runs with the land, not with the applicant. It makes sense for the transportation plan implementation to be a joint SFGH/UCSF Lead Agency effort inasmuch as 297,000 gross square feet of the SFGH Campus (approximately half) is occupied by UCSF. ↓

NEI-15

The Parking Management and Transportation Demand Management Program requirements currently in place are not being met. The proposed project will exacerbate these impacts. The SFGH IMP states that “An updated Parking Management and Transportation Demand Management (TDM) program will be prepared and included as part of the development of applications to the City and County of San Francisco for environmental review and permit.” We find no evidence in the public record that this requirement has ever been met. Similarly, the Use Permit and the 2007 New Hospital EIR require the same, but there is no record that it has been implemented. The neighborhood views this as extreme bad faith on the part of SFGH.

NEI-15
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Prior to any approvals or certification of this EIR, compliance with the existing use permit, the TDM program and the Mitigation Monitoring and Reporting Plan all need to be reviewed for gaps in compliance. These gaps should be rectified immediately. No new land use approvals should be provided until compliance is reviewed and met. We find no evidence in the public record that the City has enforced either the use permit or the MMRP for the New Hospital EIR. This noncompliance constitutes a serious breach of law. This noncompliance also does not engender trust as to future compliance for new buildings and new permits by UC or SFGH.

The Hospital Site Should Comply with its Use Permit Before Additional Development and its Cumulative Impacts Are Approved.

The use permit (2007.0603C) conditions noted that the total SFGH parking deficit is over 700 spaces. The use permit waived 375 of the required spaces based on a finding that, *with the required mitigation measures*, there would not be a significant impact on neighborhood parking. Specific mitigation measures that have NOT been implemented include: parking cash out, parking pricing, a 4th/King Shuttle and elimination of long term parking on campus. Thus, there remains a significant and avoidable impact from the prior new hospital development. This should be used as the baseline for the existing conditions for the UCSF Research Building. Obviously, the addition of more parking runs at counter purposes with the required TDM program elements cited above.

NEI-16

As noted in the IMP, “Managing transportation demand at SFGH is an especially critical project in the face of growing geographic dispersion of employees, combined with the need to minimize reliance on private automobiles. Although the number of full-time employees has changed little over the past two decades, fewer of today’s employees are San Francisco residents. In 1987, 60% of full-time employees lived in San Francisco. Currently, that number has dropped to about 48%. Many are commuting from increasingly distant areas, especially in the South Bay.”

NEI-17

Thus, the required mitigation measures are even more important and should be implemented before this project is considered for approval. No further approvals or densification of the SFGH Campus should be permitted until these already-adopted, legally binding conditions have been met and the Planning Commission has so deemed.

Comment Letter NEI

The DEIR Contains Serious Deficiencies in its Traffic and Parking Scope, Analyses and Mitigation Proposals.

Lack of Transportation Demand Management (Mitigation) Implementation for the New Hospital Creates Additional Cumulative Impacts that the Proposed Project Must Address.

The prior approval for the new SFGH Hospital and the “backfill” of the existing hospital building called for a reduction in the Drive Alone Rate from 59% to 45% to mitigate the 375- space-parking **waiver** granted to the project. The Conditional Use Permit accurately noted that this would require both “aggressive marking and financial incentives”. Unfortunately, the transportation/transit mitigations and use permit conditions for that development have not and are not being implemented. Specifically, the Transportation Demand Management Program called for in the new hospital EIR has not been implemented. There is no full- time Transportation Coordinator; shuttles have not been implemented; no actions have been taken to price the parking garage parking to encourage short term use; and only half-hearted efforts have been made to get employees into alternative modes. An annual “Transportation Day” is NOT an aggressive TDM program and will not reduce vehicular trips to a 45 percent DAR. Indeed, an employee may park in the garage for only \$100 per month. This is cheaper than transit use particularly given that over 50 percent of the employees are coming from the South and East Bay.

NEI-18

There has been no reporting of the status of the mitigation implementation to either the staff or the Planning Commission. The lack of MMRP reporting violates CEQA Section 15097, is illegal, and is a slap in the face at the neighborhood which, in good faith, agreed to try the Transportation Demand Management approach in lieu of suing on the project back in 2009 when the new hospital was approved.

NEI-19

The DEIR Must Address the Cumulative Impact of Single Occupant Vehicle Trips; A Coordinated and Aggressive Program Is Needed.

The proposed mitigation measure outlined in the Draft UC EIR anticipates that the two institutions--DPH and UCSF—will **separately** pursue Transportation Demand Management. This does not make sense. There should be one unified, coordinated program for both the SFGH Campus and the UCSF Campuses. The objective called out in the 2009 EIR for the New Hospital is to reduce the Drive Alone Rate by 14 percent (from 59% to 45 %). This is difficult even with the best, most proactive TDM program. We note with interest that the 2014 Long Range Development Plan for UCSF states that they have reached a 34 % Drive Alone Rate for their employees which is encouraging if accurate and not an average of all UCSF facilities. Thus, SFGH could benefit from a jointly implemented program in addition to it simply making sense.

NEI-20

Further, there is no evidence that there has been any coordinated effort between the City and UCSF to reduce vehicle trips to the SFGH campus. As just one instance of noncompliance with prior requirements, the web link to the DPH web site for alternative transportation to the hospital was recently broken for over a month. The City is not enforcing its current mitigation requirements for the impacts of current development at

NEI-21

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the site – and the DEIR is silent as to how the mitigations proposed and required for the proposed project will be achieved with both a lead agency and a responsible agency. CEQA requires that Responsible Agencies as well as Lead Agencies adopt findings and mitigations for their parts of development projects. Without adherence to the existing use permit and the Mitigation Monitoring and Reporting Program called for in the new hospital EIR, why should any neighborhood believe that this new project would comply?

NEI-21
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Compliance with TDM goals set for the new SFGH Hospital is required of all uses on the SFGH Campus. It is also consistent with the UC's Community Planning Principles and the commitments made to the City in the 2014 Institutional Master Plan prepared by UC. These documents all call for strengthened and continued progress in reducing the Drive Alone Rate to UC facilities.

Previous Significant and Unavoidable Freeway Ramp Impacts found in the 2007 New Hospital EIR Are Omitted in the Current DEIR.

The Caltrans ramps to/from Highway 101 were found to operate at LOS F and to be a significant and unavoidable impact in the 2007 New Hospital EIR. There is no acknowledgement of this impact in the EIR for the new UCSF Research Facility. While LOS may not alone be cause for a finding of significance here, the safety and air quality issues surrounding this ramp system along with the increased volumes from the backfill of the hospital campus and the new hospital, taken together, create a significant, cumulative impact. The DEIR completely ignores the Highway 101 ramps. By contrast, the City made Findings of Overriding Consideration for this impact using the TDM Program (it has not implemented) as the mitigation in the 2007 New Hospital EIR. Those findings and mitigation measures cannot be ignored in this DEIR analysis.

NEI-22

Serious Numerical Errors Exist In the DEIR Traffic Analysis.

It appears that extremely low trip rates were used for the traffic analysis in the UC EIR. This should be corrected in the final EIR using the rates used in the 2007 New Hospital EIR for consistency. The latter trip rates were based on actual trip surveys of users, employees and UCSF staff at the SFGH campus and provide the most accurate forecast of conditions with the proposed research building.

NEI-23

The Traffic Analysis is Erroneous on Its Face and is "Low Balled."

Only 196 additional daily vehicle trips are forecast for the alleged net addition of 120 employees to be relocated from other leased facilities to the SFGH campus. The absolute minimum number of trips that would result from this addition of 120 employees is 240 additional daily trips—one round trip per employee. More likely, there would be a minimum of approximately 300 additional trips to and from the campus—one round trip per employee plus one mid-day trip for every two employees. To this, the additional trip/mileage factor should be added for people searching for parking in the adjacent neighborhoods. The traffic study should be redone using correct trip rates, mode split and trip distribution consistent with the traffic analysis done for the Certified EIR for the New Hospital. The trip distribution and the mode split should be based upon the SFGH Hospital Traffic Study that is based on actual trip making to and from the hospital. After this is done, the mode split and trip distribution should be revised to reflect the current SFGH Drive

NEI-24

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Alone Rate as cited in the 2007 New Hospital EIR. Additionally, the air quality analysis should be updated, and there should be a factor added for emissions due to people driving around and looking for parking.

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The DEIR Underestimates the Parking Required by the Proposed Project.

The number of employees to report to the research facility, as referenced in the DEIR, is not consistent with those cited in the 2014 Institutional Master Plan Update. The 2014 SFGH IMP cites a total of 3,275 DPH employees for the 8 am to 3 pm and 5 pm to 11 pm shifts in FY 2013 plus the approximately 1,600 UCSF employees campus-wide. The UC DEIR cites 680 UCSF employees to be relocated from existing facilities on the SFGH campus PLUS 120 employees to relocate from other off-campus leased space. This represents a total growth of at least 800 UCSF employees. At current vehicle occupancy, a minimum of at least 727 parking spaces would be needed just to accommodate UCSF employees reporting to the new proposed UCSF structure. Thus the City would have to waive much more than the 375 parking spaces waived (with mitigation) for the new SFGH Hospital and Building 5 backfill. The project will eliminate 130 surface parking spaces. (These inconsistent estimates and analyses also demonstrate the problems created by changing lead agencies at the Hospital site and changing the analytical teams from the City to UC.)

NEI-25

Parking Deficit.

The parking deficit should be accurately specified, and it should be noted that this is a significant neighborhood parking impact, air quality impact and noise impact. The parking deficit should be quantified, and this should be found as a significant impact, both to parking and to air quality as well as traffic, noise and pedestrian safety.

NEI-26

Because the previous required mitigations and use permit conditions have not been implemented, the project should include the following mitigations and quarterly reporting on their status both to the neighborhood and to the Planning Commission:

- Increased parking pricing at the garage,
- Time limits of one hour for all parking,
- Elimination of all monthly passes for parking, and
- Establishment of exclusively 24-7 neighborhood parking permit program along all streets within 1/2 mile of the boundaries of the campus program. Completely restricting parking along neighborhood streets will serve as an impetus to actually implement the required TDM program.

NEI-27

The DEIR Lacks Any Analysis or Mitigation of the Deficiencies in the Current Mitigation Monitoring and Reporting Plan Reports (MMRP), Which the Proposed Project Will Increase.

MMRP reports are legally required pursuant to 14 CCR Section 15097 and Section 15091. MMRP are required when making the findings required in subdivision (a)(1), and the law states that the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully

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Comment Letter NEI

enforceable through permit conditions, agreements, or other measures. These conditions are contained in the Use Permit issued for the new SFGH Hospital and its Certified EIR.

We see nothing in the UCSF environmental document or in the City's public record that assures us that any of these binding requirements have or will be met. Given the City's past performance in failing to meet the use permit requirements, no additional development project should be approved until the past conditions for growth at the SFGH Campus are all met. The Planning staff and the Planning Commission should require that these conditions be complied with. The two institutions—DPH and UCSF--should prepare one coordinated Transportation Demand Management Program and it should contain all of the previously required measures, including analyzing the residential parking permit "back-up" mitigation measures for parking and traffic. To reduce the Drive Alone Rate by the mandated 14 percent, there should be at least one full time employee managing and promoting the effort along with the other required measures, including shuttles and parking pricing and time limits within the campus.

NEI-28
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The DEIR also does not mention or analyze resident parking zones as a mitigation measure. Such zones should be included and analyzed, with consistent enforcement on all residential streets within one-half mile of the of the SFGH campuses parcel boundaries. These actions, coupled with increasing the price of parking and shortening the allowable parking garage parking period must be analyzed to determine if the City and UC can reduce the DAR by the required 14 percent.

NEI-29

The Pedestrian Overcrossing of Highway 101 Should Be Reopened.

The pedestrian overcrossing at 25th Street is barricaded and closed. The pedestrian bridge should be reopened as part of the project. This will allow additional non-motorized access to the hospital from the other side of the freeway and assist the hospital campus in meeting its traffic control requirements.

NEI-30

Conclusion.

The MMRP violations and the non-compliance with the Institutional Master Plan and the Use Permit must be remedied before this project moves forward in any way. The DEIR must honestly and properly address the traffic, air quality, historic resources, noise and glare impacts as well as the consistency of the project with adopted City plans. The Use Permit Conditions extant with the approval of the new SFGH Hospital run with the land and thus apply to UCSF as well.

NEI-31

Pursuant to City Environmental review procedures, the neighborhood requests that the Zoning Administrator and Environmental Review Officer immediately review the compliance status of the SFGH New Hospital Project with its Use Permit and MMRP and report to the Planning Commission on the lack of progress implementing conditions approved under Conditional Use Permit 2007.0603C as well as instituting specific, credible corrective actions. In the meantime, work on this proposed new SFGH Campus use should be halted until all current, required conditions are met.

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Our neighborhood took a leap of faith and trusted the City to implement transportation demand management and other mitigations at SFGH in the New Hospital Project. Unfortunately, the legally required conditions have not been met for the current development at the Hospital site. This lack of compliance must be remedied before the impacts are worsened by additional development.

Our neighborhood stresses that the mitigations for the new SFGH Hospital must be implemented before any additional new development occurs at the site. The City must work with UCSF to ensure that the proposed development does not further impact the neighborhood's visual quality, traffic, parking, air quality, historic resources preservation and safety. We demand that the parking, traffic and visual quality be maintained and improved before any new development proposals are approved.

Sincerely,

Erick Arguello
Calle 24 Latino Cultural District
Bill Baird
Kat Bodgornoff
Theresa Cangelosi
Patrice Catanio
Karen Cliffe
John J. Davis, Jr.
David Edwards
Del Greger
Greer Hopkins
Catherine Lee
Jean Loura
Loretta M. Lynch
Neighbors of SFGH
Kathleen Ryals
Chris Sabre
Michele Schaal
Marie Sorenson
Geoffrey Williams

Cc: John Rahaim, San Francisco Planning Director

NEI-31
cont.

“SFGH Neighbors,” May 9, 2016

Response to Comment NEI-1:

Thank you for your comment. UCSF considered retrofitting the existing brick buildings it occupies on the ZSFG campus. However, this alternative was rejected for reasons described under Section 6.3.1, Seismic Retrofit of Existing Buildings, on page 6-2 of the Draft EIR.

Response to Comment NEI-2:

With regard to the appropriate CEQA lead agency, CEQA Guidelines Section 15051 discusses the criteria for identifying the lead agency where two or more public agencies will be involved with a project. Section 15051(a) states that if the project will be carried out by a public agency, that agency shall be the lead agency even if the project would be located within the jurisdiction of another public agency. Section 15051(b) relates to projects carried out by non-governmental agencies. Section 15051(c) states that where more than one public agency equally meet the criteria in subdivision (b), the agency which will act first on the project in question shall be the lead agency. Section 15051(d) states that where the provisions of subdivisions (a), (b), and (c) leave two or more public agencies with a substantial claim to be the lead agency, the public agencies may by agreement designate an agency as the lead agency.

Under each of the pertinent criteria set forth under CEQA Guidelines Section 15051, the University of California is properly the lead agency for the proposed project. The University is a public agency that will carry out the proposed research building project, and is properly the lead agency under Section 15051(a). Sections 15051(b) and (c) do not apply, as neither the proposed research building nor the garage expansion would be carried out by a non-governmental agency. However, if the provisions did apply, the University would be the lead agency because the Regents of the University of California would take the first action to approve the ground lease, prior to the City's action on the ground lease. Finally, pursuant to Section 15051(d), the University and the City of San Francisco have agreed in a Memorandum of Understanding dated September 25, 2013, that the University of California would be lead agency in preparing the EIR for the proposed UCSF research building and City garage expansion, and that the City of San Francisco would be a Responsible Agency having a role in approving conveyance of the B/C parking lot, as well as in approving the parking garage expansion proposed by the Parking Authority of the City and County of San Francisco (Parking Authority). Having approval authority over the proposed City garage expansion, the City will consider whether to approve the garage expansion project, approve the project with conditions, or to disapprove the project.

As a Responsible Agency, the City of San Francisco has been involved in early consultation and review of the Draft EIR, providing input on the significance standards, the approach to the analyses, and mitigation measures. Although the 2008 Hospital Rebuild EIR was reviewed and considered in preparing the Draft EIR for the proposed project, this EIR is not tiered from the 2008 EIR.

The comment that the baseline for impacts in the Draft EIR should be the existing certified EIR for the new SFGH (now ZSFG) hospital and backfill of Building 5 is not consistent with the CEQA Guidelines. CEQA Guidelines 15126.2(a) states that the Lead Agency should normally limit its examination to changes in the existing physical conditions in the affected area as they exist at the time the notice of preparation is published, or where no notice of preparation is published, at the time environmental analysis is commenced. This is the approach taken in the subject Draft EIR. The Notice of Preparation was published on October 5, 2015, and that is the baseline for examination of the environmental impacts of the proposed UCSF research building and City parking garage expansion. Nonetheless, the Draft EIR takes into account cumulative impacts of the proposed projects together with impacts associated with the occupancy of the new hospital and backfill of space on the ZSFG campus.

With regard to compliance with local plans and approvals, the University of California is not subject to local land use jurisdiction with respect to projects developed in furtherance of the University's educational mission on land that the University owns or controls. The University proposes to lease the B/C parking lot and develop a research building on the site in support of its missions at the ZSFG campus. Accordingly, the construction and operation of the research building are not subject to local land use jurisdiction and the City of San Francisco does not have jurisdiction over the approval of the research building project. However, the City of San Francisco will consider whether to approve and execute the ground lease of the B/C parking lot with the University of California. The Parking Authority is also separately proposing the construction of the expansion to the existing City-owned parking structure, which is analyzed in the Draft EIR. Various City agencies will consider whether to approve the proposed parking garage expansion.

The San Francisco Department of Public Health periodically updates its Institutional Master Plan (IMP) for the ZSFG campus. The most recent update, dated June 2015, includes the proposed UCSF research building and the proposed City parking garage expansion. As such, the proposed projects are consistent with the ZSFG IMP.

Response to Comment NEI-3:

Please see Response to NEI-2 regarding the appropriateness under CEQA of the University of California as Lead Agency.

With regard to significance thresholds, the Draft EIR very clearly identifies the significance standards throughout the impacts analysis in Chapter 4 under each environmental topic. UCSF utilizes the same or very similar significance standards as the City of San Francisco, with the exceptions of the significance standards for impacts on traffic and on public transit. The City of San Francisco has recently instituted a significance standard for traffic impacts utilizing a Vehicle Miles Travelled (VMT) metric. Prior to the VMT metric, the City used the Level of Service (LOS) metric for determining the significance of impacts on traffic, which is the method that UCSF currently uses and was the method used in the 2008 Hospital Rebuild EIR. The EIR analyzes traffic impacts using the LOS method, and provides information on the VMT method of analysis and significance standards (see Draft EIR Section 4.7, *Transportation and Traffic*).

The City of San Francisco considers impacts on public transit to be significant when capacity utilization on a Muni line exceeds 85%. UCSF considers impacts on public transit to be significant if project demand for public transit causes the need for development or expansion of mass transit facilities that would cause significant environmental impacts. Using either standard, the proposed projects would not result in significant impacts on public transit.

With regard to comments about the 2008 Hospital Rebuild EIR, this EIR was reviewed and considered in preparing the Draft EIR for the proposed UCSF research building and City parking garage expansion. The comment does not identify any specific inconsistencies between the documents. The Draft EIR takes into account cumulative impacts of the proposed project together with impacts associated with the occupancy of the new hospital and backfill of space on the ZSFG campus. Cumulative impacts are discussed within each environmental topic of the Draft EIR.

With regard to the Arts Commission comment, the Arts Commission is not required to review or approve the proposed UCSF research building or the City parking garage expansion projects. The Arts Commission is expected to be involved in the relocation of the *Stiff Loops* sculpture located east of the B/C parking lot adjacent to Vermont Street. The *Stiff Loops* sculpture would need to be relocated in anticipation of the proposed research building project (see staff-initiated text change discussion in Section 8.2, below).

Response to Comment NEI-4:

UCSF considered retrofitting the existing brick buildings it occupies on the ZSFG campus. However, this alternative was rejected for reasons described under Section 6.3.1, Seismic Retrofit of Existing Buildings, on page 6-2 of the Draft EIR. Comments regarding the condition of these buildings are not relevant to the adequacy of the Draft EIR.

Response to Comment NEI-5:

The impact analyses in the Draft EIR assumes that in the Year 2040 the space vacated in Building 5 will be completely backfilled by San Francisco Department of Public Health (DPH) staff and the space vacated by UCSF will also be backfilled with new DPH staff. The potential use of the “finger wards” will be determined by DPH and is beyond the scope of this EIR.

Response to Comment NEI-6:

Potential impacts to the SFGH Historic District are evaluated under Impact CP-1 beginning on page 4.3-26 of the Draft EIR. The analysis determined that implementation of Mitigation Measure CP-1: Design Guidelines for the Research Building would ensure that the proposed project would be compatible with the SFGH Historic District, would maintain the District’s character and integrity, and would be in substantial conformance with the *Secretary of the Interior’s Standards for Rehabilitation*. The City’s Historic Preservation Commission has concurred with this analysis in comment HPC-1.

Response to Comment NEI-7:

See Response to Comment NEI-6. The Design Guidelines listed under Mitigation Measure CP-1 include items pertaining to architectural features such as “Materials and Cladding” that are listed on page 4.3-28. Comments about the new hospital do not address the adequacy of the Draft EIR.

Response to Comment NEI-8:

The *San Francisco General Hospital Seismic Compliance Hospital Replacement Program EIR* was utilized as a reference source in Aesthetics section of the Draft EIR, and is included in the list of references on page 4.1-12. The City’s Historic Preservation Commission did review the Draft EIR per the request of UCSF (see Comment Letter HPC, above) and concurs with the design criteria proposed for the UCSF research building. As noted in Section 8.2, below, the large, steel sculpture entitled *Stiff Loops* would be relocated from its current location in the southeast corner of the campus to another place on the ZSFG campus in order to avoid any potential construction conflicts between this sculpture and the proposed loading zone and driveway on the east side of the proposed research building. Relocation would occur in coordination with ZSFG and the San Francisco Arts Commission.

Response to Comment NEI-9:

Under the proposed project, the garage expansion is proposed as a separate component of the proposed project from the UCSF research building, which includes no additional parking. The garage expansion is analyzed as part of the proposed project under Variants 1 – 3 as detailed in the Draft EIR. Additionally, Alternative 2 includes a new garage under the research building. The garage is not a mitigation measure of the project; it is a separate component of the proposed project that will go through a City review/approval process.

The traffic impacts for this project, including impacts and mitigations related to the expansion of the garage, have been vetted with the assistance of City staff (San Francisco Planning Department and SFMTA). The Draft EIR takes into consideration the contribution of the proposed project to cumulative traffic impacts, including those associated with the occupancy of the new hospital and backfill of space on the ZSFG campus. Please see Response to Comment MTA-6 for a summary of the significant traffic impact at the intersection of Potrero Avenue / 24th Street and the mitigation measures identified to reduce the severity of this impact.

Regarding parking impacts, because the proposed project is located in a transit priority area and an infill area, a parking shortfall does not constitute an impact under CEQA, and mitigation is not required. (Public Resources Code Section 21099(d)(1)) Further, CEQA does not require funding of the project being reviewed.

Response to Comment NEI-10:

The proposed garage expansion is not a mitigation measure; it is part of the proposed project. As stated on page 1-2 of the Draft EIR, “the proposed project also includes the expansion of the ZSFG parking garage, owned and operated by the Parking Authority.” CEQA does not require

funding of the project being reviewed to be identified within a Capital Improvement Plan. One traffic impact and three mitigation measures were identified for the proposed project and for the three variants that include a garage expansion (Variants 1 – 3). One of these mitigation measures (TR-3) calls for implementing additional TDM measures to reduce single-occupancy vehicle trips to/from ZSFG. UCSF, DPH, and SFMTA staff are currently drafting an additional Modal Performance document to be used in implementation of TR-3. As stated in Response to Comment NEI-2, the proposed project was included in the most recent ZSFG Institutional Master Plan, which also addresses consistency of the project with the City's General Plan. See also Responses to Comments NEI-9 and NEI-13.

Response to Comment NEI-11:

The City's intent is to address the transportation constraints at ZSFG through both supply-side (parking) and demand-side (TDM) measures. These approaches can be complementary, particularly for non-standard project such as a hospital that generates a substantial demand outside of the traditional commute periods. Therefore, in addition to the potential expansion of the garage as part of the project, one transportation impact and three mitigation measures were identified. One of these measures (Mitigation Measure TR-3) calls for implementing additional TDM measures to reduce SOV trips to/from ZSFG. These measures are being refined by DPH in conjunction with UCSF and SFMTA. DPH and SFMTA are committed to assessing parking rates to meet a goal of reducing SOV rate, as demonstrated in the SFGH TDM Plan and an additional Modal Performance document being drafted for use in implementation of TR-3.

Response to Comment NEI-12:

The proposed garage expansion is not a mitigation measure; it is proposed by the City as a separate component of the project from the proposed research building. Impacts regarding the proposed garage expansion and potential variants are analyzed in all environmental topic sections of the EIR. For example, air quality impacts during construction of the garage expansion are discussed under Impact AQ-1 and Impact AQ-3 in Section 4.2, *Air Quality*; noise impacts are discussed under Impact NO-1 and Impact NO-2 in Section 4.6, *Noise*; and traffic impacts are discussed in Section 4.7, *Transportation and Traffic*. Potential light and glare impacts were analyzed in the Initial Study, included as Appendix A of the Draft EIR.

Response to Comment NEI-13:

See Response to Comment NEI-12. As noted on page 4.5-5 of the Draft EIR: "The consistency of the proposed project with applicable plans and policies that do not directly relate to physical environmental issues will be considered by decision-makers as part of their decision whether to approve or disapprove the proposed project. The project cannot be approved if it is not generally consistent with adopted plans and policies. Policy conflicts are considered to be environmental impacts only when they would result in direct physical impacts." Therefore, the City and County of San Francisco, Board of Supervisors, Planning Commission and its agencies or designees, and the Parking Authority of the City and County of San Francisco will be responsible for determining consistency of the proposed garage expansion with the General Plan and other applicable plans.

Response to Comment NEI-14:

The discretionary approvals listed on page 3-16 is an accurate summary of potential project approvals for the proposed research building and parking garage expansion, depending on the project or variant ultimately selected for implementation. UCSF will not be required to obtain a use permit from the City for construction of the research building, as it is not subject to the City's land use jurisdiction. The most recent update to the ZSFG Institutional Master Plan in June 2015 noted that the proposed research building would be in conformity with the *San Francisco General Plan* or would be subject to further review as part of the EIR process, i.e., this EIR. For purposes of CEQA, the University of California is the lead agency for this EIR with the Parking Authority and the City as responsible agencies for approval actions within their respective jurisdictions. If the Parking Authority decides to proceed with the proposed garage expansion, it would comply with the City approval process in effect at that time for such a structure.

Response to Comment NEI-15:

The previously required Transportation Demand Management Program was a mitigation measure related to the City's ZSFG Hospital Rebuild project. The proposed project does not affect any mitigation measure previously adopted by the City for that project. But, there is no basis for UCSF to adopt the previously required TDM program for a development with which it is not involved. In addition, the previously required TDM program identified physical improvements to facilities on the ZSFG campus, such as additional CarShare parking spaces, signage with transit information at locations around campus, a transit kiosk, and so forth. As UCSF does not own or control facilities on the ZSFG campus, it is not involved with such campus improvements.

DPH has made progress on the previously required TDM program and is discussing with SFMTA the status of those measures. Progress on the TDM program includes the retention of a TDM manager and periodic transportation surveys of all staff at the ZSFG campus. Progress is ongoing, as funding allows.

The Draft EIR for the current project identifies mitigation for traffic impacts and additional TDM measures that UCSF and the City could implement, beyond those measures that are already being implemented (see Mitigation Measure TR-3 on page 4.7-26 of the Draft EIR). In addition, UCSF, DPH, and SFMTA staff are drafting a Modal Performance document, which is in progress. Because UCSF and the City are different entities with different governing bodies, each has its own TDM Program. However, measures that are available at the ZSFG campus benefit all patients and visitors, and both City and UCSF employees. The City and UCSF will continue to coordinate TDM efforts in a joint effort to reduce single-occupant vehicle travel.

Regarding the comment that the subject EIR should not be certified or the projects approved until compliance with the ZSFG Hospital Rebuild project conditions are met, as discussed above, progress on the TDM program has been made, is ongoing and will proceed irrespective of the outcome of this project. The decision-makers on the UCSF research building project and the City parking garage expansion project will consider the information before them at that time, including the subject EIR (which includes these comments and responses to comments), in deciding whether to approve the projects.

Response to Comment NEI-16:

CEQA Guidelines 15126.2(a) states that the Lead Agency should normally limit its examination to changes in the existing physical conditions in the affected area as they exist at the time the notice of preparation is published, or where no notice of preparation is published, at the time environmental analysis is commenced. The date of the notice of preparation is the approach taken in the subject Draft EIR. Nonetheless, the Draft EIR takes into account cumulative impacts of the proposed projects together with impacts associated with the occupancy of the new hospital and backfill of space on the ZSFG campus. See also Responses to Comments NEI-9 and NEI-15.

Response to Comment NEI-17:

See Response to Comment NEI-15.

Response to Comment NEI-18:

See Response to Comment NEI-15.

Response to Comment NEI-19:

See Response to Comment NEI-15. DPH has made progress on the previously required TDM program and is discussing with SFMTA the status of those measures.

Response to Comment NEI-20:

See Responses to Comments NEI-15 and SFP-11.

Response to Comment NEI-21:

See Response to Comment NEI-15.

Response to Comment NEI-22:

The 2008 Hospital Rebuild EIR identified an unavoidable and significant impact at the southbound off-ramp to Potrero Avenue and Cesar Chavez Boulevard, which would deteriorate from LOS D in 2007 to LOS E in 2021 during the 4:00 p.m. to 5:00 p.m. period. No feasible mitigation measure to increase capacity at this ramp and fully mitigate this cumulative impact was identified. LOS improvements would have to occur by reducing automobile travel rates to/from the ZSFG Campus and in the Eastern Neighborhoods in general. The ZSFG TDM Measures were assumed to help reduce this ZSFG project cumulative impact but it would still remain significant and unavoidable.

The ramp was estimated to have approximately 1,180 vehicles in 2021. The proposed project would contribute at most 25 vehicles to this ramp during the weekday PM peak hour, which would be below the 5% threshold (59 vehicles) of significance used by the San Francisco Planning Department when analyzing Caltrans freeway on- and off-ramps. LOS was removed as an impact by the San Francisco Planning Department on March 3, 2016, and air quality impacts from operation of the project were determined to be less than significant under Impact AQ-2.

Response to Comment NEI-23:

The employee daily person trip generation rate used in the analysis (3.7 daily person trips per employee) is the same as the rate used in the 2008 Hospital Rebuild EIR. The rates were obtained from Table 16, page 43, *SFGH Transportation Report* (CHS Consulting, February 2008). Modal split and origin/destination characteristics were based on recent UCSF employee surveys, as stated in the Draft EIR on page 4.7-17. A letter report containing the results of the employee surveys is added to Appendix C of the Draft EIR (Transportation Impact Study).

Response to Comment NEI-24:

The commenter's statement is incorrect. It assumes that every employee is present every day on the ZSFG campus and that they all drive alone, thereby failing to account for differences in travel mode and confusing the number of person trips with the number of vehicle trips. This is not the case based on actual surveys of employees. The trip generation is based on rates as used in the 2008 Hospital Rebuild EIR and updated mode surveys of UCSF employees (conducted in 2013 and again verified in 2015), as described on pages 4.7-16 through 4.7-19 of the Draft EIR. See also Response to Comment NEI-23.

Response to Comment NEI-25:

The commenter's statement is incorrect. The 680 employees cited in the comment are already on the campus and are thus included in the background trips reported in the existing conditions. The additional 120 employees from outside the ZSFG campus would create a forecasted peak daily parking demand of 72 spaces, as analyzed in the Draft EIR and explained in detail in Chapter 3, Travel Demand Analysis, of Draft EIR Appendix C (Transportation Impact Study).

Response to Comment NEI-26:

The overall parking deficit with the proposed project is estimated as 127 to 184 parking spaces, as specified under Impact TRAF-8 on page 4.7-38 of the Draft EIR. As stated in Response to Comment NEI-9, a parking shortfall is not a CEQA impact since this project is located in a transit priority area and an infill area. The secondary effects of limited parking, such as circling the area in search of a parking space, were considered in the traffic, air quality, and noise analyses.

Response to Comment NEI-27:

See Responses to Comments MTA-4 and SFP-4. Further, SFMTA has governance over pricing policies at the 23rd Street garage and expansion of Residential Parking Permit (RPP) zones. ZSFG is surrounded by RPP zones and expansion of such zones has to be requested of SFMTA by at least 50% of the households in the potential expansion blocks. Blank petition forms can be obtained at <https://www.sfmta.com/sites/default/files/pdfs/2015/Blank%20RPP%20Petition%20-%20English%2015%20-10.20.pdf>.

Response to Comment NEI-28:

See Response to Comment NEI-15.

Response to Comment NEI-29:

See Response to Comment NEI-27.

Response to Comment NEI-30:

There is questionable nexus between the opening of the pedestrian crossing at 25th Street and the project since the crossing at 23rd Street, adjacent to ZSFG, is open. However, UCSF will forward the comment to SFMTA, which has jurisdiction over the crossing.

Response to Comment NEI-31:

Thank you for your comments. Responses to specific concerns are addressed in the responses provided above.

Comment Letter PBNA

POTRERO BOOSTERS
NEIGHBORHOOD ASSOCIATION
SERVING THE HILL SINCE 1926

May 9, 2016

Diane Wong
UCSF Campus Planning
Box 0286
San Francisco, CA 94143-0286

Re: Potrero Boosters Comments to UCSF Research Building Draft EIR

Via Email

Dear Ms. Wong:

This letter is in response to the Draft Environmental Impact Report (the "Draft EIR") related to the research building and city parking garage expansion project (the "Project") proposed by the University of California, San Francisco ("UCSF") on the site of the Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center ("SF General").

The construction of the recently completed new hospital at SF General resulted in a significant reduction in the amount of open space on the SF General campus. Preservation of remaining open space, including that currently occupied by Parking Lot B/C, became an important neighborhood concern. The preservation of such space was a component of the land use mitigations of the SF General expansion. As a result, the use of Parking Lot B/C for the Project does in fact constitute a significant land use impact of the Project, contrary to the findings in the Draft EIR.

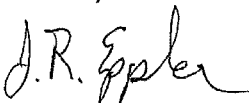
PBNA-1

UCSF should provide cushioning payments to offset these land use impacts, and to make the neighborhood, SF General visitors, and future UCSF personnel whole for the loss of this identified open space. Starr King Open Space ("SKOS") is within four blocks of the Project site. UCSF support of SKOS would help ensure the maintenance of the Potrero's only significant remaining natural open space. Such mitigation by UCSF would be of direct benefit to neighborhood, SF General and UCSF.

PBNA-2

We request that Project's land use impacts be adequately scoped, that that UCSF's support of SKOS be included as a mitigation to such impacts.

Sincerely,



J.R. Eppler
President

Potrero Boosters Neighborhood Association, May 9, 2016

Response to Comment PBNA-1:

The 2008 Hospital Rebuild EIR refers to open spaces as being landscaped and describes them as being “adjacent to or between buildings, as well as in interior courtyards of buildings, and include exterior gardens or landscaped grassy areas located adjacent to Buildings 80/90, along the internal north-south roadway, West Drive, in the interior of Campus, and along Vermont Street” (page 81). The EIR further states: “Existing open space areas that would remain on Campus after development of the proposed project would include: areas east of Buildings 10/20, 30/40 and 9; southeast of Building 1; south of Building 90; landscaped areas along Vermont Street; and, courtyard areas with limited public access within Building 100 and the Behavioral Health Rehabilitation Building” (page 27). Therefore, the reference to open space areas in the EIR would not be applicable to the existing surface parking lot where the proposed research building would be constructed. The vast majority of the site is paved for surface parking. The existing surface parking lot contains only a small amount of usable open space, the loss of which would be too insubstantial to constitute a significant land use impact for which to provide “cushioning payments.” The minor amount of existing usable open space that would be lost during construction of the building would largely be replaced with similar or improved areas along West Drive and between the new building and Building 5 to the north (see Figure 3-3 on page 3-10 of the Draft EIR). Existing open space areas located between Buildings 30/40, Building 9, and West Drive would not be altered by the proposed project. The construction of the proposed research building on the B/C Lot would not be considered a significant land use impact.

Response to Comment PBNA-2:

See Response to Comment PBNA-1.

Comment Letter JB

Jeremy Battis
2662 22nd St
San Francisco CA 94110

April 3, 2016

Diane Wong
UCSF Environmental Coordinator
San Francisco, CA 94110
via email to EIR@planning.ucsf.edu

RE: Draft EIR for SFGH Research Building and Parking Garage Expansion

Ms. Wong:

After enduring five years of construction at SFGH on the new trauma tower, I was disappointed to receive your notice informing of plans for a new pipeline of projects.

JB-1

Potrero Avenue at this time is under construction for a water-sewage project likely linked to SFGH's growing capacity needs.

JB-2

The neighborhood is beginning to wonder if construction at and around SFGH has become a permanent state of affairs. I question the need for these projects. UCSF has an entire new neighborhood of the city that it can expand into and literally shape as it pleases. Why do we need to have these projects on the doorstep of the lower east Mission neighborhood?

JB-3

Given the significant impacts already imposed on the immediate surrounding area by SFGH, I cannot support a higher intensity of use than the one that presently exists.

JB-4

I'm concerned that UCSF with its SFGH expansion ambitions is selling the neighborhood short and not being upfront about disclosing the full scope of its final buildout. The SFGH should revise its Institutional Master Plan (IMP) to fully disclose its pipeline of projects for the next ten years. This incremental practice of one EIR for one new building or two does not capture the full environmental effects that come through cumulative impacts. The revised IMP should do a thorough and comprehensive environmental review of SFGH's impacts at build out.

JB-5
↓

Comment Letter JB

Relatedly, it looks as if the SFGH IMP on file with the City Planning Department is out of date with a most recent update of 2008. Can you confirm that UCSF is in compliance on this requirement?

↑ JB-5
cont.

SFGH takes far more from the neighborhood than it gives. Among the impacts imposed on the neighborhood by SFGH daily are:

Mitigable Impacts from SFGH Include:

JB-6

- A large and intensive commuter fleet of shuttle buses without prescribed fixed routes that freely roam and rove the residential streets of the neighborhood, often at speeds in excess of what is appropriate;
- Ambulances sounding their sirens at 4 a.m. down quiet residential streets for no good reason;
- Legions of mentally ill patients discharged on the doorstep off the neighborhood so that they wander aimlessly barefoot and in dressed in patient scrubs clasping a plastic bag holding their worldly possessions. (I've come home numerous times to find these individuals on my front steps with their belongings scattered on the sidewalk);

JB-7

JB-8

Should UCSF and decisionmakers decide that further expansion of SFGH is essential and unavoidable, the following concessions to the neighborhood should be on the top of the list.

Potential Exactions that SFGH Could Provide to the Surrounding Community

JB-9

- Increased UCSF Police protection to patrol the residential streets where the SFGH discharged mentally ill are known to wander;
- Improvement of Potrero Avenue.
 - Large volumes of cut-through traffic enter the side streets as a result of delays attributable to multiple and redundant crosswalks at awkward mid-block intervals serving the hospital. These should be consolidated or have the signals synchronized.
 - Potrero Avenue should be given wider sidewalks and the median should be planted with quality mature deciduous trees.

JB-10

JB-11

Thank you very much for your attention to this matter,

Jeremy Battis

cc: community@cgr.ucsf.edu

Jeremy Battis, April 3, 2016

Response to Comment JB-1:

Comment noted.

Response to Comment JB-2:

Thank you for your comment. This project does not relate to the Draft EIR, which examines the environmental impacts of the proposed UCSF research building and City parking garage expansion at ZSFG.

Response to Comment JB-3:

UCSF considered locating the proposed research building at another location, including at the UCSF Mission Bay campus site. However, this alternative was rejected for reasons described under Section 6.3.2, Locate Research Off-Site, on page 6-2 of the Draft EIR.

Response to Comment JB-4:

Thank you for your comment.

Response to Comment JB-5:

As noted on page 3-3 and page 4.5-4 of the Draft EIR, the San Francisco Department of Public Health submitted the latest ZSFG Institutional Master Plan (IMP) revision to the San Francisco Planning Department in June 2015. Information regarding the proposed research building and parking garage expansion is included in this IMP Update. Impact LU-1 discusses the consistency of the proposed project with the IMP (see page 4.5-11).

The IMP available on the Planning Department's website at <http://sf-planning.org/institutional-master-plans> appears to be out of date. The June 2015 IMP Update referenced in the EIR is available here: <https://www.sfdph.org/dph/RebuildSFGH/files/reports/IMP-UpdateSubmitted-June2015.pdf>.

Response to Comment JB-6:

Thank you for your comment. As noted in Table 4.7-1 on page 4.7-2 of the Draft EIR, UCSF shuttles provide access between ZSFG and the UCSF Parnassus, Mount Zion, and Mission Bay campus sites as well as the 16th Street BART station. ZSFG operated shuttles provide access to the 24th Street BART station. Both the UCSF and ZSFG operated shuttles serve all ZSFG employees, patients, and visitors. Routes and schedules for UCSF shuttles are available at http://campusliveservices.ucsf.edu/transportation/services/shuttles/routes_timetables. Information regarding the ZSFG operated shuttle is available here: https://www.sfdph.org/dph/RebuildSFGH/files/SFGH_Shuttle_Map_Schedule.pdf.

Response to Comment JB-7:

Thank you for your comment. The proposed research building would contain wet and dry labs and office space. The building would not include any clinical space; therefore, it would not impact ambulance routes through the surrounding neighborhood.

Response to Comment JB-8:

Thank you for your comment. The proposed research building would contain wet and dry labs and office space. The building would not include any clinical space; therefore, no patients would require access to the project site as a result of the proposed project.

Response to Comment JB-9:

See Response to Comment JB-8.

Response to Comment JB-10:

As noted in the *Proposed Research Building and Garage Expansion at Zuckerberg San Francisco General Hospital Transportation Study*, Draft EIR Appendix C, the Potrero Avenue Streetscape Improvement Project is in progress. While this project is being conducted outside of the environmental review process of the research building and garage, it will result in pedestrian safety improvements, wider crosswalks, high-visibility bike lanes, new landscaping, and new pedestrian amenities on Potrero Avenue between 21st and 25th streets. Additionally, it will include the simplification of the intersection of Potrero Avenue and 23rd Street.

Response to Comment JB-11:

See Response to Comment JB-10.

Comment Letter GW

From: Geoffrey Williams
2501 24th St.
San Francisco, CA 94110

Page 1 of 5

April 23, 2016

Diane Wong
UCSF Campus Planning
Box 0286
San Francisco, CA 94143

Dear Ms. Wong,

This letter contains my written comments during the public comment period about the Draft EIR UCSF Research Building and City Garage Expansion At The Priscilla and Mark Zuckerberg SFGH and Trauma Center Campus dated March 23, 2016. These written comments also include the comments and signatures of our neighborhood petition opposing any expansion of the SFGH parking garage. As the DEIR has not adequately addressed the issues that directly would effect the neighbors I am submitting the petition again with additional signatures. You will see from the petition that there is overwhelming opposition from the homeowners and tenants of the neighborhood who live on the surrounding streets of 24th St, San Bruno Ave, Utah St, Vermont , 23rd St, and Potrero Ave.

The petition heading reads as follows:

Petition Against Further Expansion of San Francisco General Parking Garage

We, the undersigned homeowners and tenants of the residential neighborhood surrounding the San Francisco General Hospital Parking Garage are opposed to any further expansion of the SFGH parking garage. We support Variant#1 in the Initial Study dated October 6, 2015 which calls for no expanded parking garage.. We are extremely concerned about multiple environmental effects this project would have on our two story neighborhood. These include issues of increased traffic, noise, air quality, increased wind and trash, increase in light levels at night, loss of landscaping including significant mature trees, privacy, blocking of views, shading, height of proposed expansion, which is out of character with the surrounding neighborhood, as well as other issues. As well, we are opposed to any inclusion of commercial retail space in the proposed expansion. The UCSF Research Building should include a proposal for their own underground parking at that site to replace any lost surface parking due to construction.

GW-1

Further Comments:

Chapter 3 Project Description

Section 2.4.2 B/C Lot "The ZFGH parking garage is located across Twenty-Third Street between Utah and San Bruno Avenue. Residential and retail properties up to two stories tall front Twenty-Third Street between San Bruno Avenue and Vermont Street."

GW-2

Comment: This description does not include that adjacent streets of San Bruno Ave., Utah St., and 24th St. are all two stories and residential as well.

Section 3.6.3.1 Variant 1 (292-space Garage Expansion with Retail)

"Up to 5,000 square feet of ground floor retail space could be substituted for up to 15 of the proposed 307 new parking spaces within the garage expansion to provide active uses along Twenty-Fourth Street frontage that are compatible with the surrounding neighborhood commercial streets."

Comment: Except for one small café that has been on 24th St. for over thirty years, there are no commercial retail spaces in the surrounding residential neighborhood. The closest retail spaces are on Potrero Ave. The homeowners and tenants of our neighborhood are overwhelmingly opposed to any inclusion of retail space in the proposed garage expansion. This would only increase traffic, traffic noise, pedestrian noise, trash, pollution and destroy our privacy. No studies have been done suggesting what kind of retail would be allowed, what the hours of operation would be, and how it would effect a residential neighborhood.

GW-3

Section 4.1.6 Issues Adequately Addressed in the Initial Study

"After evaluation of the proposed project, the Initial Study concluded that neither the proposed project nor variants would have a substantial adverse effect on a scenic vista, substantially reduce sunlight or significantly increase shadows in the public open space, or increase pedestrian level wind speeds above the hazard level set forth in the San Francisco Planning Code. Therefore no additional analysis of these issues is required."

Comment: The following are quotes from the initial study. "Page18. Section 5.1 Aesthetics Scenic vistas from the SFGH campus include distant views of the downtown skyline and profiles of hillside and parks, including Twin Peaks, Bernal Heights, McKinley Square Park and the Starr King Open Space." Page19. "Expansion of the parking garage under the proposed project or the Further Expanded Parking Garage Variant would largely be obstructed by existing vegetation and other buildings; new portions of the garage may be glimpsed by motorists."

This initial study only talks about views from the SFGH campus or views of the site from outlying areas. Nowhere is there any discussion of the destruction of neighborhood views from the residential neighbor's homes that they currently have, especially on San Bruno Ave. , 24th Street and Utah Street. The initial study also suggests that mature trees will be removed during construction. Any existing trees or replacement trees are not going to shield the approx. 120 Ft. height of the proposed garage expansion and stair towers from the neighbors. Let's not talk just about passing motorists! This Initial Study or the Draft EIR Report does not include any discussion of Mass and Scale and how it would impact the neighborhood as found in the Draft Supplemental EIR Report dated February 11, 1994 for the San Francisco General Hospital Parking Garage and its original construction. This document should be fully reviewed and all its issues, including the true extent of contaminated soils, should have been included in the Draft EIR Report, especially pertaining to the proposed Phase Two of the garage. Also, besides the proposed garage expansion and its five Variants , there is no discussion of other alternatives such as putting three or four floors underground as they did with the original Phase One of the garage facing 23rd St. Also, as pertains to aesthetics, no plan for the garage expansion should include the repetition of the stair towers. They are completely out of scale with the neighborhood. I asked the original architect in

GW-4

GW-5

GW-6

GW-7

GW-8

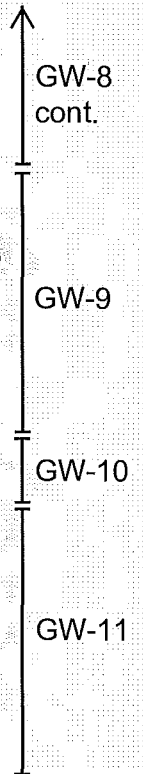
Comment Letter GW

Page 3 of 5

1994 why they were used and he simply thought they were a catchy design element. Your design element, our neighborhood. The stairs and elevators should be placed inside the structure of any proposed Variant and not as corner towers. Besides scale, they also contribute to issues of pedestrian noise, loss of privacy, and increase of night time light especially for the second story apartments and residents of the neighborhood.

Further quotes from the initial study include "Discussion of Potential Cumulative Impacts: "Regarding cumulative shadow impacts, the proposed project and variants would result in less than significant shadow impacts because it would not shade parks or open spaces under the jurisdiction of the Recreation and Parks Department; it would only shade street, sidewalks, and other public areas for a limited duration and extent, resulting in shadow conditions typical of urban areas" and "... The parking garage would be too short to have pedestrian level impacts, even under the Further Expanded Parking Garage Variant. Therefore, the project and variants would not contribute to cumulative wind impacts."

As the neighborhood is not owned by the Recreation and Parks Department, the proposed garage expansion of over 100 ft would definitely contribute to shading, loss of light as well as views. A structure of that height would also be likely to increase wind velocity, especially along the 24th St. corridor. In regards to the height issue of the proposed garage expansion, the 40 foot height limit that is the code in the area is deceiving. The original garage Phase One was allowed to use a formula for a sloping lot that used an average height from the sidewalk along the North/South axis. The actual height of the existing garage along 24th St. exposure is over 91 feet high. The proposed variant for full expansion at grade on 24th St. would be something like 120 feet to the top of the stair tower. This scale of a structure would utterly destroy the character of our neighborhood, have many cumulative adverse environmental impacts that are referenced above and in the Initial Study and in the Draft Supplemental Environmental Impact Report of February 11, 1994.



Section 2.5 Alternatives to the Proposed Project

Comment: Now UCSF is proposing underground parking at the new research facility. I would suggest three or four floors of parking instead of just two as proposed under Alternative two. Under this proposal no expansion of the existing parking garage would occur. I agree with this alternative if the research building is approved.

GW-12

Section 3.6.3 City Parking Garage Expansion-Project Variants

Comment: Only Variant 4(No garage Expansion) is in keeping with the scale of the surrounding residential neighborhood. No other variants that would include several stories of underground parking have been proposed for the garage expansion. I then have no alternative but to support Variant 4.

GW-13

Section 4 Aesthetics Section 4.1.3.4 San Francisco General Plan

"The City's General Plan includes policies that pertain to views and visual quality. These policies also recognize and protect major public views in the city, with particular attention to view of open space. Policies 2.4 through 2.6 of the Conservation section of the Urban Design Element address notable landmarks of aesthetic or other importance, as well as convey a need to respect the character of nearby older development in the design of new buildings. Policy 4.15 of the Neighborhood Environment section of the Urban Design Element includes requirements for protecting the livability and character of neighborhood from intrusion of incompatible new development."

GW-14

Comment: I agree and hope the City includes these principals in their decision regarding the expansion of the parking garage which the neighborhood does not support because of its incompatibility.

Section 4.1.7 Mitigation Measures Impacts of The Expanded Parking Garage

"The two additional towers that would be added to the garage along Twenty Fourth Street also would help to create a more symmetrical balanced structure in comparison to the existing garage. Although the additional floor proposed under Variants 2 and 3 would increase the mass of the structure, the continuation of the existing design features in the proposed garage expansion would help to reduce the perceived scale and mass of the structure under the project and variants. The scale of the garage expansion on the existing neighborhood businesses across Twenty-Fourth Street, and especially considering the additional story proposed under Variant 3, could be reduced if the upper floors of the garage are setback from the street frontage so that the building height is consistent with adjacent buildings."

GW-15

"The garage is located in a neighborhood with compromised architectural integrity. As noted in Section 4.3, Cultural and Paleontological Resources, many of the surrounding buildings have been significantly altered, with the addition of modern facades, fenestration, stucco wall cladding and other adaptations. The expansion of the parking garage under the project or Variants 1-3 would not substantially degrade the visual integrity of the neighborhood. It would be an extension of the modern, institutional architecture that characterizes the eastern edge of the ZSFG campus. The expansion of the garage under the project or Variants 1-3 would have no significant effect on the scenic public setting of the ZSFG campus or substantially degrade the visual character or quality of the site and its surroundings."

Comment Letter GW

Page 5 of 5

"Mitigation; None required."

Comment: I think the arrogance and non compliance of this section with The City's General Plan and especially Policy 4.15 of the Neighborhood Environment section of The Urban Design Element speaks for itself. Additionally, there is no design schematic for review included in the DEIR for any setback of upper floors to reduce the impact of the garage expansion. The mixed use buildings on Twenty-Fourth Street across from the garage are all occupied residentially on the second story and are not just commercial structures. Other than mature street trees that the neighbors insisted be planted twenty years ago, the design of the existing garage has done nothing to mitigate it's mass and scale for the current neighbors. The proposed height and mass of the proposed Variants, especially the horrific stair towers that would actually be somewhere closer to 120 feet high are completely incompatible with our residential neighborhood. Again, no Variants are proposed to put several stories below grade as they are on 23rd St. or to internalize the stairs and elevator instead of the completely out of scale towers.

A lot of time and energy has been expended in the DEIR referring to archeological and paleontological resources or the migration and nesting patterns of birds but no consideration is being given to the four generations of families that live in the surrounding neighborhood and the degradation of that neighborhood that the garage expansion represents. Again, a nearly unanimous number of the neighbors support no expansion of the parking garage.

GW-15
cont.

*Sincerely,
Garry Wilkerson*

Comment Letter GW

October 20, 2015

PETITION AGAINST FURTHER EXPANSION OF SAN FRANCISCO GENERAL PARKING GARAGE

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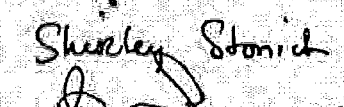

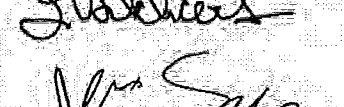
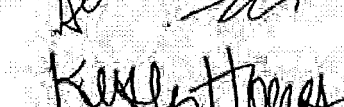
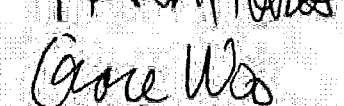
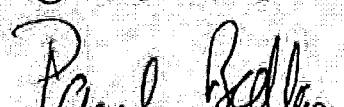
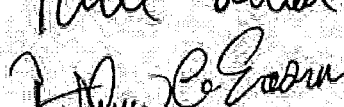
Signature	Printed Name	Owner/Tenant	Address
<i>Geoffrey Williams</i>	GEOFFREY WILLIAMS	OWNER, OCCUPANT HOME & BUSINESS	2501 24TH ST
<i>Raymond Tsang</i>	Raymond Tsang	TENANT	JAE CAFE 2537 24th St
<i>Robert F. Vranizan</i>	Robert F. Vranizan	Owner/ occupant	2533-2535 -24th
<i>ROXY DIETRICH</i>	ROXY DIETRICH	Business Owner	1328 SAN BRUNO AVE #2
<i>THOMAS PLANK</i>	THOMAS PLANK	TENANT	CF, CA PATO
<i>FRANCISCO OROZCO</i>	FRANCISCO OROZCO	OWNER	1346 SAN BRUNO AVE
<i>Diana Samuelson</i>	Diana Samuelson	OCCUPANT tenant	1341 San Bruno Ave -
<i>Felisa Hitchcock</i>	Felisa Hitchcock	OWNER OCCUPANT	1343 San Bruno
<i>Annie Yan</i>	ANNIE YAN	OWNER OCCUPANT	1325 SAN BRUNO

Comment Letter GW

October 20, 2015

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Signature	Printed Name	Owner / Tenant	Address
	STEPHEN MAK	OWNER OCCUPANT	1320 SAN BRUNO AVE SF CA 94110
	FRANK STONICH	OWNER / OWNER OCCUPANTS	1326-28 SAN BRUNO AVE 1364 " " 1326-28 SAN BRUNO
Shirley Stonich	Shirley Stonich	1366-68 " " 2447 24th St	
	ALAN SAKAMOTO	OWNER OCCUPANT	1342 SAN BRUNO
	Larry Hitchcock	OWNER OCCUPANT	1341 San Bruno
	Alison Schudel	tenant	1330 San Bruno
	KIRSTEN HAERNES	Occupant	1355 San Bruno
	Grace Woo	Occupant owner (family)	2541-24th St.
	Paul Bellar	owner	1350 San Bruno Ave
	Anthony C. Eason	Tenant	2443 24th St, SF, CA 94110

Comment Letter GW

October 20, 2015

PETITION AGAINST FURTHER EXPANSION OF SAN FRANCISCO GENERAL PARKING GARAGE

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Signature	Printed Name	Owner / Tenant	Address
	GATE S HOME	TEN	2445 24th St.
	Sandra Stone	Owner	1380 Vermont St.
	Warren Wong	Owner	2505 24th St.
	George Morrong	OCCUPANT owner	2426 24th St
	Carmen M. Sandoval	Owner	1219 San Bruno Ave
	Tucker Williams	Tenant	2501 24th St
	Will Clayton	OWNER	2525-2529 24th St
	N. STEGER	owner	2405 23rd St.
	A. RESTREPO STEGER	OWNER	2405 23rd St
	Jesus Gomez	owner	1136 POTRERO Ave

Comment Letter GW

October 20, 2015

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Signature	Printed Name	Owner / Tenant	Address
	Rhonda Nichols	owner	1223 San Bruno Avenue
	Sasha Wisotsky	Tenant	1221 SAN BRUNO AVE.
	Laura Derry	Tenant	1223 San Bruno Ave
	Sylvia Alvarez-Lynch	owner	2664 Bryant St. S
	M.P.R. Howard	Tenant	2635-23rd St 94116 #47
	Mari Eliza	"	499 Alabama St 94116
	Mary Simon	Owner	1162 Rhode Island St.
	Peter Borodin	Owner	1252 Vermont St
	CLAUDIA FLORES	TENANT	1223 POTRERO AVE.
	Lillian Morada	owner	1221 Potrero Ave.
	Pieter m Joosen	owner	1209 San Bruno Ave
	RIGOBERTO GUTIERREZ	OWNER	1211 SAN BRUNO AVE
	Colleen Dilla	owner	1217 San Bruno Ave

Comment Letter GW

October 20, 2015

PETITION AGAINST FURTHER EXPANSION OF SAN FRANCISCO GENERAL PARKING GARAGE

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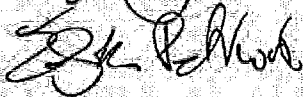

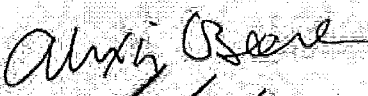





Signature	Printed Name	Owner / Tenant	Address
	Mariana Nelson	Tenant	1217 San Bruno
	JUNE NUGENT	owner	1205 San Bruno
	Karen Rice	tenant	1225 San Bruno
	Erik Sabath's	tenant	1287 San Bruno
	Kyle Sersen	tenant	1287 San Bruno
	Tina Landis	tenant	1332 San Bruno
	A. Ballmer	tenant	1338 San Bruno
	Lily Creighton	owner	1331 SAN Bruno Ave.
	Juan Rodriguez	tenant	2441 24th St.

Comment Letter GW

October 20, 2015

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Signature	Printed Name	Owner/Tenant	Address
	Andrew Lawrence	Tenant	2439 24th St SFGH
	Cheryl C. Tyler	tenant	2429 24th St B 94110
	Željko Petković	Tenant	2411 24th St 94100
	Elizabeth Woll	tenant	2400 24th St.
	Alexis C. Beach	owner	2420 24th St
	SAHIL FAROOQI	Tenant	1266 4th St
	LUCAS Argonelles	tenant	1254 4th St
	Joanna Adams	Tenant	1212 B 2nd
	Arteria Lervell	owner	1230 4th St
	GERD KONSTAD		1230 4th St Utah

Comment Letter GW

October 20, 2015


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Signature
Jesse Friedman
Printed Name

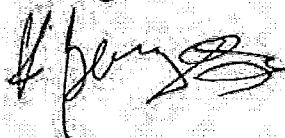
Renant
Owner / Tenant

1212 Utah St
Address


Jon Cortes
Printed Name


TENANT

1208 Utah


Kate Brunschweiler
Printed Name

TENANT

2403A 23rd St.


Gita Srinivasan
Printed Name

Tenant

1326 Utah St.


Theresa Cangello
Printed Name

owner

1334 UTAH ST.


Dan Rosenberg
Printed Name


owner

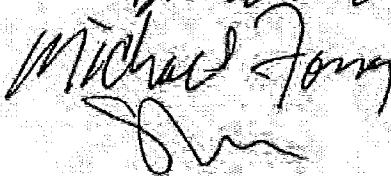
1340 Utah St.


David Edwards
Printed Name

owner

1315 Utah St.

DAVID EDWARDS



Michael Fong
Printed Name

Tenant

2423. 24th St

Shuling Group 8-68

Tenant

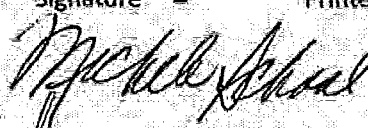
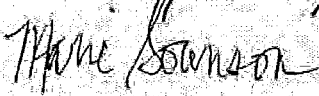

2425 29th St.

Comment Letter GW

October 28, 2015

PETITION AGAINST FURTHER EXPANSION OF SAN FRANCISCO GENERAL PARKING GARAGE

We, the undersigned homeowners and tenants of the residential neighborhood surrounding the San Francisco General Hospital Parking Garage are opposed to any further expansion of the SFGH parking garage. We support Variant #1 in the Initial Study dated October 6, 2015 which calls for no expanded parking garage. We are extremely concerned about multiple environmental effects this project would have on our residential two story neighborhood. These include issues of increased traffic, noise, air quality, increased wind and trash, increase in light levels at night, loss of landscaping including significant mature trees, privacy, blocking of views, shading, height of proposed expansion, which is out of character with the surrounding neighborhood, as well as other issues. As well, we are opposed to any inclusion of commercial retail space in the proposed expansion. The UCSF Research Building should include a proposal for their own underground parking at that site to replace any lost surface parking due to construction.

Signature	Printed Name	Owner/Tenant	Address
	Michele Schaal	owner	1230 Vermont
	Marie Sorenson	owner	1196 Hampshire
	KATHRYN PODGORNOFF	owner	1230 Vermont St

Geoffrey Williams, April 23, 2016

Response to Comment GW-1:

Thank you for your comment. The support for Variant 1 (No Garage Expansion) as described in the Initial Study (Variant 4 in the Draft EIR) is acknowledged. To the extent that potential environmental impacts would result from implementation of the proposed project, they were determined to be less than significant or less than significant with incorporation of mitigation measures, with two exceptions: Impact TRAF-2 and Impact TRAF-9, both of which relate to the intersection of Twenty-Fourth Street and Potrero Avenue. The petition also suggests that UCSF should consider underground parking below the proposed research building, which was subsequently included in the EIR as Alternative 2.

Response to Comment GW-2:

The comment is acknowledged; however, the intent of this sentence is to describe the characteristics of properties directly adjacent to the B/C Lot. The following is added after the second paragraph on page 3-7 of the Draft EIR to provide an accurate description of properties adjacent to the ZSFG parking garage.

Properties adjacent to the parking garage on San Bruno Avenue, Utah, and Twenty-Fourth streets are predominantly one- and two-story, single- and multi-family residential, with some ground level retail on Twenty-Fourth Street.

Response to Comment GW-3:

The opposition to replacing parking spaces with retail uses as proposed under Variants 1 and 3 is acknowledged. To the extent that inclusion of retail space would result in environmental impacts, those impacts were determined to be less than significant or less than significant with incorporation of mitigation measures, with the exception of traffic impacts at the intersection of Twenty-Fourth Street and Potrero Avenue.

Response to Comment GW-4:

Thank you for your comment. The commenter is correct that the Initial Study and Draft EIR do not discuss views from residential areas that would potentially be affected by the proposed project. Potential impacts to scenic views and vistas are only considered from public viewpoints under CEQA.

Response to Comment GW-5:

As noted in Section 4.1.5, Analysis Methodology, on page 4.1-6 of the Draft EIR, “The scale, massing, bulk and form of the proposed project is evaluated in the context of surrounding development, including the ZSFG campus and surrounding neighborhood.” The 1994 Supplemental EIR was considered in the analysis of the proposed project, and is included in the

references for the land use section on page 4.5-14 of the Draft EIR. The original 1993 EIR was cited specifically in the Aesthetics section of the Draft EIR and is included in the references on page 4.1-12. The 1994 Supplemental EIR only discussed potential impacts regarding shadows and impacts to private views, and no additional mitigation was required beyond that described in the 1993 EIR.

Response to Comment GW-6:

The Initial Study considered the past history of the parking garage site, including its prior use as a San Francisco Muni Railway Maintenance Yard. As noted under criteria “d)” on page 47 of the Initial Study (Appendix A of the Draft EIR), the site was identified on the State Water Resources Control Board Geotracker website. The case was closed in November 2000, indicating no further threat to human health or the environment remained. In addition, the garage site would be required to comply with Mitigation Measure HAZ-1a (Subsurface Investigation Work Plan) and Mitigation Measure HAZ-1b (Excavation Management Plan), in order to comply with the Maher Ordinance (see pages 45 and 46 of the Initial Study).

Response to Comment GW-7:

The proposed expansion of the parking garage is intended to be consistent with the design of the current structure. Redesigning the garage expansion with some levels located underground would likely result in greater impacts to some environmental topics, e.g., air quality and noise impacts during construction activities, compared to the proposed project.

Response to Comment GW-8:

As noted in Response to Comment GW-7, the proposed garage expansion is intended to be consistent with the existing garage. Any additional design features or modifications that would further reduce perceived negative aesthetic effects of the parking garage would be at the discretion of the City and County of San Francisco and the Parking Authority of the City and County of San Francisco.

Response to Comment GW-9:

The comment and the quote from the Initial Study are correct. All of the existing structures, including residences, in the vicinity cast shadows. Shadow from the parking garage currently reaches the northern half of the blocks of Utah Street in the morning and San Bruno Avenue in the afternoons, throughout the year. Morning shadow from the garage currently reaches onto the houses on the west side of Utah Street, while afternoon shadow reaches onto the houses on the east side of San Bruno Avenue. These are what the Initial Study referred to as “shadow conditions typical of urban areas.”

The shadow pattern from the proposed project and Variant 1, both of which would extend the garage at its existing height south to Twenty-Fourth Street, would extend the shadowing that already occurs in the northern half of the blocks to the full blocks of Utah Street in the morning

and San Bruno Avenue in the afternoons, throughout the year. With Variants 2 and 3, which would add one floor and expand the garage south to Twenty-Fourth Street, the length of the shadow would be increased in proportion to the increased height of the garage.

Response to Comment GW-10:

All of the existing structures in the vicinity have some effect on the wind. Short buildings typically have little effect on the wind, unless they are very wide or are exposed on an open site. Large buildings can result in wind effects and substantially alter wind speeds at ground level if they are much taller than the surrounding buildings that lie upwind. The much-taller ZSFG campus buildings stand to the north of the parking garage and 2- to 4-story residential buildings stand to the west. Thus the garage site is sheltered from the predominant higher-speed San Francisco winds that approach from the NW, WNW, and W, but would be partially exposed to SW winds.

Wind becomes a problem when it strikes the façade of a tall building and builds up a pressure gradient on the building exterior that directs the wind flow down to street level. The façade of the ZSFG parking garage has large horizontal openings that relieve the pressure build-up and allow wind to flow through each open parking level. As a result, the building does not generate a substantial wind downwash at the ground.

For these reasons, the wind speeds at pedestrian level on surrounding sidewalks around the existing garage should be similar to those in nearby residential neighborhoods. For the same reasons, if the existing garage were to be extended to Twenty-Fourth Street, or even if the garage were to be made a story taller along its length, the resulting changes in wind speeds at pedestrian level on surrounding sidewalks would be relatively small.

Response to Comment GW-11:

Thank you for your comment. As noted on page 4.5-10 of the Draft EIR, the addition of an additional floor proposed under Variants 2 and 3 would exceed the 40-foot height limit of the site's 40-X Height and Bulk District. Therefore, construction of either of these variants would require a height reclassification of the site to conform with the City Planning Code. The compatibility of the proposed garage expansion with the character of the surrounding neighborhood is discussed under Impact LU-2 in Section 4.5, *Land Use and Planning*.

Response to Comment GW-12:

The support for Alternative 2: On-Site/Underground Parking Alternative is acknowledged. The proposed two underground floors would accommodate the potential new parking demand for the research building.

Response to Comment GW-13:

The support for Variant 4, also analyzed as Alternative 3 (No Garage Expansion), is acknowledged.

Response to Comment GW-14:

The support for San Francisco General Plan policies pertaining to views and visual quality is acknowledged. As noted on page 4.5-5 of the Draft EIR: “The consistency of the proposed project with applicable plans and policies that do not directly relate to physical environmental issues will be considered by decision-makers as part of their decision whether to approve or disapprove the proposed project. The project cannot be approved if it is not generally consistent with adopted plans and policies. Policy conflicts are considered to be environmental impacts only when they would result in direct physical impacts.” Therefore, the City and County of San Francisco, Board of Supervisors, Planning Commission and its agencies or designees, and the Parking Authority of the City and County of San Francisco will be responsible for determining consistency of the proposed garage expansion with the General Plan and other applicable plans.

Response to Comment GW-15:

See Responses to Comments GW-8, GW-11, and GW-14.

Comment Letter DE

From: David Edwards
To: Campus Planning - EIR
Subject: Regarding UCSF ZSFG public hearing public comment form from April 21st 2016
Date: Thursday, May 05, 2016 1:19:10 PM

To whom it may concern,

I am definitely against building the research center. It is too tall and will make 23rd Street into a canyon. How about some set back?

Also in an area already crowded with traffic you'll be bringing in hundreds of employees.

Please provide enough parking for these people underground under the research center and leave the garage the way it is. The existing garage is ugly and has wrecked that side of the block. Now you want to wreck the other side.

The neighbors respect the hospital's good work but hate the steamroller attitude when they want to build something. Please, be good neighbors!

Since you are not really asking us about extending the garage you are telling us what you're going to do at least try to make the garage architecture aesthetically pleasing. Maybe some large vertical wall Gardens. Too much maintenance you say. Then use quality fake plants, they've gotten very realistic recently. I'd like to see art on the walls but most public art is terrible. And you don't want to pay for a well-known artist or Maya Lin. We just don't want to look at more steel, concrete and bright lights!

And those Towers! Why do we need symbols of feudal Lord ship on our block? Who at the hospital needs two Giant phalluses to make themselves feel better??

Put a couple levels underground and then the structure will not have to be so imposing.

What you build is a symbol of your attitude like the beautiful new hospital you just built. Do the same with the other buildings and the neighborhood and all those who come here will appreciate your presence.

Thanks for your consideration, David Edwards

DE-1

DE-2

DE-3

DE-4

DE-5

David Edwards, May 5, 2016

Response to Comment DE-1:

Although the architectural design of the proposed research building has not been fully developed, it is anticipated to be setback from Twenty-Third Street by approximately 28 feet. In addition, as acknowledged in Mitigation Measure CP-1: Design Guidelines for the Research Building, the brick and metal fence along the southern edge of the project site should be retained in its current location (see No. 2 on page 4.3-29 of the Draft EIR).

Response to Comment DE-2:

As noted on page 3-8 of the Draft EIR, of the approximately 800 UCSF employees estimated to work in the research building, approximately 680 UCSF employees are already on the ZSFG campus and would be relocated from existing facilities on the ZSFG campus to the proposed research building. In addition, about 120 employees could be relocated from off-campus leased space to the new building.

Response to Comment DE-3:

The support for Alternative 2: On-Site/Underground Parking Alternative is acknowledged.

Response to Comment DE-4:

The proposed expansion of the parking garage is intended to be consistent with the design of the current structure. Any additional design features that would further reduce perceived negative aesthetic effects of the parking garage would be at the discretion of the City and County of San Francisco and the Parking Authority of the City and County of San Francisco.

Response to Comment DE-5:

As noted in Response to Comment DE-4, the garage expansion is intended to be consistent with the existing garage. Redesigning the garage expansion with some levels located underground would likely result in greater impacts to some environmental topics, e.g., air quality and noise impacts during construction activities, compared to the proposed project.

Comment Letter CS

From: Christopher Sabre
To: Campus Planning - EIR
Cc: Karen Cliffe; Loretta Lynch
Subject: Draft Environmental Report UCSF Research Building
Date: Monday, May 09, 2016 4:41:01 PM

Christopher Sabre
2012 23rd Street
San Francisco, CA 94107

May 9, 2016

Diane Wong, Environmental Coordinator
UCSF Campus Planning

Dear Ms Wong,

Along with other objections raised by us and our neighbors to the UCSF Research Building at SFGH, we would like to include that the EIR completely ignores the stipulation in section 7 of the landscape component of the SFGH rebuild EIR that states the following:

“Existing open space areas that would remain on Campus after development of the proposed project would include: areas east of Buildings 10/20, 30/40 and 9; southeast of Building 1; south of Building 90; landscaped areas along Vermont Street; and, courtyard areas with limited public access within Building 100 and the Behavioral Health Rehabilitation Building.”

This is a prime example of why the City of San Francisco should be in the lead when it comes to an EIR on this and other projects on City land.

Sincerely,
Christopher Sabre
Jean Loura
415.824.2013

CS-1

Christopher Sabre, May 9, 2016

Response to Comment CS-1:

See Response PBNA-1.

1
2 ----o0o----

3
4 PUBLIC HEARING ON THE
5 DRAFT ENVIRONMENTAL IMPACT REPORT
6 UNIVERSITY OF CALIFORNIA SAN FRANCISCO
7 RESEARCH BUILDING

8 - and -

9 CITY AND COUNTY OF SAN FRANCISCO
10 PARKING GARAGE EXPANSION
11 AT
12 ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL
13 AND TRAUMA CENTER

14
15 Thursday, April 21, 2016

16 7:00 o'clock p.m.

17 San Francisco General Hospital
18 Second Floor, Cafeteria
19 1001 Potrero Avenue
20

21
22
23
24 REPORTED BY: DEBORAH FUQUA, CSR #12948
25

APPEARANCES

---o0o---

ROLAND PICKENS, San Francisco General Hospital
Interim CEO

LORI YAMAUCHI, Associate Vice Chancellor, UCSF Campus
Planning

DIANE WONG, UCSF Principal Planner, Campus Planning

KRISTIAN ONGOCO, UCSF Community Relations

---o0o---

---o0o---

COMMENTS

---o0o---

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---o0o---

1 Thursday, April 21, 2016

7:04 o'clock p.m.

2 ----o0o----

3 LORI YAMAUCHI: Good evening, my name is Lori
4 Yamauchi. I'm the Associate Vice Chancellor for Campus
5 Planning at the University of California San Francisco
6 or UCSF. I will be the hearing officer for tonight's
7 public hearing on the Draft Environmental Impact Report
8 or "Draft EIR" for the proposed UCSF Research Building
9 and City Parking Garage Expansion at the Priscilla Chan
10 and Mark Zuckerberg San Francisco General Hospital and
11 Trauma Center Campus or "ZSFG."

12 So I'll let Roland Pickens open us with an
13 intro.

14 ROLAND PICKENS: Thank you, Lori.

15 So good evening. I'm Roland Pickens, Interim
16 Chief Executive Officer here at Zuckerberg San
17 Francisco General.

18 I just want to welcome members of the public
19 who have come for this public hearing. We are excited
20 about this project and just look forward to hearing
21 your feedback this evening and going through the
22 process governed by the rules of a public hearing.

23 So just, again, welcome and thank you for all
24 that you've done and will continue to do to support our
25 hospital, thank you.

1 LORI YAMAUCHI: Thank you, Roland.

2 So the purpose of this hearing is to receive
3 public testimony and evidence regarding the analysis of
4 environmental impacts contained in the Draft EIR for
5 proposed project, which was prepared pursuant to the
6 California Environmental Quality Act or "CEQA."

7 Tonight's hearing is being conducted pursuant
8 to the University of California's procedures for the
9 implementation of CEQA. Accordingly, this is not a
10 community meeting regarding the project itself.

11 UCSF is proposing to lease the site of the
12 parking lot along 23rd Street between Vermont and
13 Utah Streets known as the B/C Lot and to construct a
14 research building there.

15 Because the parking lot will be displaced and
16 because there's otherwise a need for more parking at
17 the SFGH campus to meet existing and future parking
18 demand, the City of San Francisco, or "City," is
19 proposing to expand the existing City-owned parking
20 structure along 24th Street.

21 The EIR analyzes the impacts of both the
22 proposed Research Building and the proposed Garage
23 Expansion. Per memorandum of understanding between the
24 City and UCSF, UCSF is the lead agency for the EIR,
25 meaning that UCSF is taking the lead in preparing the

1 document; the City is a responsible agency.

2 Over the last few years, we have held several
3 community meetings regarding the project where we
4 received comments about the proposal. The following
5 meetings were held:

6 UCSF held community meetings about the
7 proposed Research Building on February 11, 2013; June
8 17th, 2013.

9 UCSF engaged with community organizations and
10 neighborhood groups in spring 2015, giving
11 presentations regarding the Research Building at
12 meetings of the Potrero Boosters, Kansas SAFE
13 neighbors, Calle 24 Council, and the East Mission
14 Improvement Association as well as community leaders.

15 UCSF presented information about the proposed
16 Research Building at the Rebuild Community Meeting on
17 September 30th, 2015.

18 UCSF held a scoping meeting for the
19 Environmental Impact Report on October 21st, 2015.

20 Public notice regarding this hearing and the
21 availability of the Draft EIR included:

22 Mailed postcards to nearly 2,800 residences
23 and businesses surrounding the project site.

24 Written notification to adjacent property
25 owners.

1 Written notification to the San Francisco
2 Planning Department's neighborhood organizations list.

3 E-mailed notice to about 115 individuals and
4 organizations on UCSF neighborhood listserv.

5 Advertisements in the San Francisco Examiner,
6 Potrero View, and El Tecolote.

7 And posted notice on the UCSF Campus Planning
8 website.

9 Please note that this is not a typical UCSF
10 community meeting. It is a formal public hearing as
11 recommended by CEQA to receive public testimony
12 regarding the Draft EIR and, thus, will not be
13 interactive. Tonight's hearing will not be followed by
14 an interactive Q-and-A session as was held after the
15 scoping meeting in October.

16 As required by CEQA, UCSF and the City will
17 respond to comments in writing and therefore will not
18 respond verbally to testimony or engage in a dialog
19 with the public. In the future, there will be
20 opportunities for dialog as we hold community meetings
21 in a more traditional format.

22 There are yellow speaker cards on the sign-in
23 table in the back of the room that you may fill out if
24 you wish to speak.

25 This hearing will be transcribed by a court

1 reporter. A complete transcript of this proceeding as
2 well as all written comments received during the EIR
3 public review period will be included in and responded
4 to in writing in the Final EIR.

5 All comments will be presented to the Regents
6 of the University of California for review before
7 considering the certification of the Final EIR. The
8 Regents will then decide whether or not to approve the
9 UCSF Research Building. The City of San Francisco will
10 decide whether or not to approve the expansion of the
11 City-owned garage.

12 The discretionary approvals of the ground
13 lease, the Research Building, and the Garage Expansion
14 are described in the EIR.

15 If you do not wish to speak tonight, you may
16 submit written comments, which are given equal weight
17 with oral remarks. Written purple comment forms are
18 available on the table in front. If you would like to
19 use them, you may also supplement any oral testimony
20 given tonight with additional submitted material.

21 If you submitted comments on the initial study
22 and feel that the Draft EIR does not adequately address
23 these comments, you are welcome to resubmit those
24 comments during the public review period.

25 I would like to note that all comments must be

1 received by the close of the public review period on
2 Monday, May 9th, 2016 at 5:00 p.m. in order to be
3 considered as part of the record.

4 Correspondence should be sent to Diane Wong
5 UCSF Campus Planning, 654 Minnesota Street, San
6 Francisco California 94143-0286.

7 Regarding the hearing tonight, if you would
8 like to speak and have not already signed up, please
9 fill out a speaker card now and return it to the staff.

10 In order for your testimony to be accurately
11 recorded and so that we may respond accurately in the
12 Final EIR, please come forward when called, and use the
13 microphone. As you begin your remarks, please spell
14 your name for the reporter and indicate the name of any
15 organization you represent.

16 Again, UCSF staff will not respond to the
17 testimony this evening or engage in a dialog with the
18 public. However, I will be happy to answer any
19 procedural questions about the hearing.

20 Are there any questions that have not been
21 addressed by my comments?

22 (No response)

23 LORI YAMAUCHI: Therefore, I --

24 UNIDENTIFIED SPEAKER: I was just trying to
25 understand. Can we ask questions, give comments, voice

1 concerns? I mean, you say all the legalese, but in a
2 nutshell, can we do that?

3 LORI YAMAUCHI: This is not an interactive Q-and-A
4 session. So if you ask questions, I will not respond.
5 And staff from the University or the City will not
6 respond.

7 UNIDENTIFIED SPEAKER: But we can make --

8 LORI YAMAUCHI: But you can ask questions, make
9 comments as part of your testimony.

10 Yes, sir?

11 UNIDENTIFIED SPEAKER: Yes. May I ask you to
12 clarify one point that still seems to be confusing to a
13 lot of us?

14 And that is that, all the comments that you've
15 made already, including publicly at the microphone and
16 in written form, are not going to be necessarily
17 included in that response document. If you think you
18 need to reiterate something, send them in again or
19 testify tonight because everything we've done up to
20 this point is only on that CD of the Draft EIR. Make
21 sure you're heard.

22 LORI YAMAUCHI: Okay. Thank you, sir.

23 So do you have any questions about the
24 proceedings for tonight's hearing, sir?

25 UNIDENTIFIED SPEAKER: No.

1 LORI YAMAUCHI: You just wanted -- okay.

2 Any other questions about the procedures for
3 tonight?

4 KRIS ONGOCO: Anyone need a speaker card?

5 LORI YAMAUCHI: So are there any speakers, people
6 who wish to speak?

7 Okay. So I will call out names of the
8 speakers. And if you could please line up in front of
9 the microphone.

10 Geoff Williams, followed by M.P.R. Howard,
11 followed by Colleen Dillon.

12 GEOFF WILLIAMS: Good evening, everyone. I'm
13 Geoff Williams. I've been a 28-year resident of 24th
14 and San Bruno. We live there, and it's also my
15 business location. I'm an artist and have a studio
16 there as well.

17 At the last meeting, we started to circulate a
18 petition, which was back in October. And by one week,
19 we've had virtually unanimous opposition from all the
20 residents on 24th Street, San Bruno Avenue, Utah
21 Street; there were two or three residences we weren't
22 able to contact.

23 But I submitted this petition as part of my
24 written comments as well for the Draft EIR. But I
25 think it's relevant to at least read that petition and

PH-1

1 what the concerns are because I don't feel the
2 Draft EIR has really addressed the issues that are
3 relevant to the neighbors themselves.

4 So let me read that to you.

5 "Petition against further expansion of San
6 Francisco General Parking Garage. We, the undersigned
7 homeowners and tenants of the residential neighborhood
8 surrounding the San Francisco General Hospital Parking
9 Garage, are opposed to any further expansion of the
10 SFGH Parking Garage. We support Variant 1 in the
11 initial study dated October 6th, 2015, which calls for
12 no expanded parking garage.

13 "We are extremely concerned about multiple
14 environmental effects this project would have on our
15 residential two-story neighborhood. These include
16 issues of increased traffic, noise, air quality,
17 increased wind and trash, increase in light levels at
18 night, loss of landscaping, including significant
19 mature trees, privacy, blocking of views, shading,
20 height of the proposed expansion which is out of
21 character with the surrounding neighborhood, as well as
22 other issues. As well, we are opposed to any
23 inclusion of commercial retail space in the proposed
24 expansion.

25 "The UCSF Research Building should include a

PH-1
cont.

1 proposal for their own underground parking at that site
2 to replace any lost surface parking due to
3 construction."

4 This petition is still open for signatures, if
5 anybody would like to be included. As I say, there are
6 over 75 homeowners and tenants in this petition. And
7 I'm going to lead up to some comments that I have in
8 writing, but I'm going to read them and then also
9 submit them. And there may be more by May 9th.

10 In the Draft EIR, Section 2.5, Alternatives to
11 the Proposed Project. My comment: Now UCSF is
12 proposing underground parking at the new research
13 facility. I would suggest three or four floors of
14 parking instead of just two, as proposed under
15 Alternative 2. Under this proposal, no expansion of
16 the existing parking garage would occur. I agree with
17 this alternative if the Research Building is approved.

18 Section --

19 KRIS ONGOCO: Your minutes are up.

20 GEOFF WILLIAMS: Oh. Okay. Can I come back?

21 KRIS ONGOCO: It's three minutes per speaker, but
22 you can submit your written comments in addition.

23 GEOFF WILLIAMS: Yeah, I will. Okay. Well, you
24 know, last time we were able to recycle the --

25 KRIS ONGOCO: But it's a CEQA rule.

PH-1
cont.

PH-2

1 GEOFF WILLIAMS: Three minutes? You should have
2 told us that ahead of time.

3 KRIS ONGOCO: We did.

4 GEOFF WILLIAMS: You did? Okay.

5 UNIDENTIFIED SPEAKER: You didn't say it very
6 loudly.

7 GEOFF WILLIAMS: Well, okay. I'll submit them in
8 writing, but basically the expansion of the parking
9 garage is completely out of character and out of scale
10 with the rest of community. Thank you very much.

11 M.P.R. HOWARD: My name is M.P.R. Howard. I live
12 on the corner of 23rd and Potrero. I have found many
13 faults with the EIR.

14 Most importantly is the particulate matter,
15 2.5. When the hospital -- new section of the hospital
16 was being built, I have a -- I had a small amateur
17 weather station on the top of my building. One of the
18 things it also measured was particulates in the air.

19 During the construction of the hospital, when
20 they were digging the soil up for the foundation and
21 when they were pouring the concrete, the particulate
22 matter in the neighborhood was three times the normal
23 level of the normal traffic we have in the
24 neighborhood.

25 Also, you're making your findings from a test

PH-3

PH-4

1 station that is over a mile away and southeast of this
2 location. Our winds as normally blown here come out of
3 the south during the winter, when we have the storms,
4 and out of the north in the summertime, when we get the
5 heat. Sometimes we get lucky enough to have some west
6 winds, but they don't blow over the hill. They blow
7 straight through the neighborhood. And this
8 construction is just going to add to the problems that
9 we've had to endure for the last ten years with the
10 hospital being built and then the constructions along
11 Potrero Avenue for the last two or three years.

12 If you want to build your research center,
13 you've got a nice big parking lot over there at Fourth
14 Street and Campus. Put it over there. We don't want
15 you here.

16 LORI YAMAUCHI: Colleen Dillon followed by John
17 Wilson.

18 COLLEEN DILLON: My name is Colleen Dillon,
19 C-O-L-L-E-E-N, D-I-L-L-O-N. First off, I'd like to say
20 that --

21 UNIDENTIFIED SPEAKER: Talk into the microphone

22 COLLEEN DILLON: Thank you. Okay.

23 First of all, I'd like to say that I really do
24 support UCSF and SF General.

25 UNIDENTIFIED SPEAKER: Talk into the microphone.

PH-4
cont.

PH-5

1 COLLEEN DILLON: Okay. Stop yelling at me.

2 First of all, I'd like to say that I support
3 UCSF and SF General. I actually use your services and
4 find that the hospital is a very good hospital. My
5 concern is being a homeowner directly across the street
6 from the hospital. I'm greatly concerned about the
7 proposed construction.

8 I've been living in a, basically, five-year
9 construction zone. And the possibility of what -- I
10 don't know how many years you've projected that this
11 would take, but let's say maybe another five, ten
12 years -- the quality of life that is being suggested or
13 that we'll be experiencing based on this construction
14 is really of great concern to me.

15 As one of us suggested, the quality of air is
16 of great concern. We are already being negatively
17 affected by the current construction and then also with
18 the highway behind us.

19 In the EIR, it talks about what the plan would
20 be to control these issues. But I'm concerned that
21 they're either not enough or they're not going to be
22 effective enough.

23 Something as simple as traffic control is
24 already so challenging right now. The intersection of
25 23rd and Potrero Avenue, there used to be a green arrow

PH-6

PH-7

1 turning left or east onto 23rd. That arrow went away
2 and hasn't been replaced, and it's made that a very
3 dangerous intersection. So something as simple as that
4 green arrow has been defunct for over a year -- I don't
5 know for how long.

PH-7
cont.

6 So when you have issues like that, issues like
7 trash, issues like paving, the streets -- our street,
8 the street behind the hospital, just got paved, which
9 is great, but it has been horrible, absolutely
10 horrible, for probably two years.

PH-8

11 So we're looking at potentially between five
12 and ten more years of really bad streets, really bad
13 air quality, and challenging and dangerous
14 intersections based on the direction of the traffic and
15 how things will be rerouted.

16 There is confusion around bus stations. I
17 went to catch the bus the other day, and it's actually
18 in a new location. Not a big deal, but these are all
19 things that are going to continue to get worse as the
20 construction ramps up.

PH-9

21 So I'm also worried about future projects.
22 There was something in the EIR, and I wasn't sure if it
23 was suggesting that they were leaving the door open for
24 future projects. But I know that I've been at a
25 community meeting a few years ago where there was no

PH-10

1 discussion of this new building being built. And we
2 were told that the last one was the last thing to be
3 built. So then what will come after that as people
4 drive more and parking spaces go away? Are you going
5 then add another floor to the parking garage?

↑
PH-10
cont.

6 So we're all very concerned as to where this
7 ends. And it feels like our neighborhood has been
8 chosen to be the one to bear the brunt of all of this
9 construction. And, again, the hospital is great, does
10 great things, but we, as a community directly in front
11 of the hospital, are paying a very high price for that
12 between air quality, dangerous intersections,
13 construction traffic, and the quality of the roads and
14 the streets around us. Thank you.

↑
PH-11

15 LORI YAMAUCHI: John Wilson?

16 JOHN WILSON: Just a couple thoughts. It strikes
17 me that -- I'll raise it.

18 It strikes me that the --

19 LORI YAMAUCHI: Could you identify your name?

20 JOHN WILSON: I can talk louder. Get closer?

21 LORI YAMAUCHI: Can we get your name?

22 JOHN WILSON: I'm John Wilson. I live at 1238
23 Vermont Street. I've been in the neighborhood for
24 close to 40 years and watched a lot of changes. Was
25 here when the parking garage was originally put up.

↑
PH-12
↓

1 I can show you the original EIR on the garage.
2 And the elevation drawing is so misleading as to be
3 almost criminal, in my view, in terms of the scale of
4 the existing garage. The idea that you can put another
5 floor on it -- I can't imagine any of the neighbors
6 would have had -- you would have had any support had
7 that been at the origin of the project the first time
8 around.

↑
PH-12
cont.

9 We understood it was to be built out at that
10 time, and think they ran out of money. If they're
11 going to do it now, if they're going to alter the
12 garage now, there's no way that we should trade retail
13 space, which would attract more people for parking
14 spaces. It's going to create further congestion.

PH-13

15 I don't know if any of you were out at
16 5:00 o'clock tonight, but both 24th Street and 23rd
17 Street were congested. Traffic was backed up a block
18 to the west on both streets. That's with the current
19 situation. It's only going to get worse.

PH-14

20 Both intersections are routinely blocked by
21 cars pulling into the intersection and stuck there when
22 the lights change. MTA was supposed to have addressed
23 this. That was part of the plan on Potrero. We see
24 the basic layout for the new plan already out there,
25 and it isn't working. It's going about as well as

PH-15
↓

1 their Mission Street plan.

2 That's really all I have to say. I think if
3 they're not going to address the traffic and the
4 parking issues in a meaningful way, then they shouldn't
5 do any more additions here.

6 We also need to keep in mind that these spaces
7 that are vacated for the new hospital are going to be
8 filled with more employees. So the net number of
9 employees on this site is already going to go through
10 the roof without taking away parking places and adding
11 a new facility.

12 KRIS ONGOCO: Next set of speaker cards.

13 LORI YAMAUCHI: Are there any other speakers?

14 Can I just also -- I neglected to mention,
15 sir, and I apologize that I didn't specify because I
16 didn't think there were going to be a lot of speakers.
17 But speaking time will be limited to a one-time three
18 minutes per speaker to ensure that everyone who wants
19 to speak has a chance to speak tonight.

20 So we will let you know when your time is up,
21 as was the case earlier.

22 So Ellen Moore, followed by Marie Sorenson,
23 followed by Del Greger.

24 ELLEN MOORE: Hi. My name is Ellen Moore, and I'm
25 a resident of 23rd Street for -- since 1987. And I

PH-15
cont.

PH-16

PH-17

1 tried to read the EIR. I spent at least an hour on it,
2 online. I found it somewhat confusing. A couple
3 things jumped out to me, one being the suggestion that
4 the parking garage should exit to 23rd Street after
5 3:00 p.m. during the construction.

6 This, I think, is a big mistake. 23rd Street
7 is already hugely congested and hard to get across.
8 It's very difficult to exit Potrero Hill. As residents
9 know, you can only exit on 17th, 16th, 23rd, 24th. You
10 can't go across on 25th -- it's only a left turn -- and
11 Cesar Chavez.

12 So we're kind of trapped here. And to try to
13 leave the Hill during traffic hours, meaning rush-hour,
14 is extremely difficult, and it backs up for blocks.
15 And I don't see this new construction as helping the
16 situation. I see it as contributing to the problem.

17 I'm also concerned about the lack of open
18 space on the campus. I used to frequently walk across
19 the UCSF Campus and enjoy the lawn and enjoy the
20 flowers. And there's less and less open space, and I
21 think there will be pretty much nil open space with
22 this new building. That also concerns me.

23 I also think pedestrians are an issue. When I
24 try to go on 23rd Street, pedestrians walk across the
25 crosswalk. There is no light, and there's no real

PH-17
cont.

PH-18

PH-19

1 organization. And it's becoming worse in recent weeks
2 and months. So I don't see anything in the EIR about
3 pedestrian safety and pedestrian crosswalks and lights
4 or a bridge or something to get pedestrians from the
5 campus to the parking garage. So this is another issue
6 I see.

PH-19
cont.

7 Thank you for your time. I'm happy to be a
8 neighbor of the hospital. I support the hospital. But
9 I am concerned about the continued development and its
10 impact on the neighbors.

11 MARIE SORENSON: Hi, my name is Marie Sorenson.
12 I'm with Calle 24. And I think it's a ridiculous
13 project. A, it's going to be way too tall for our
14 neighborhood. I think that we've already lost a number
15 of parking places with General Hospital. We're going
16 to lose a lot more. And adding more people, adding
17 more jobs here, building that building -- traffic is
18 already a nightmare around here thanks to General and
19 the MTA plan and the good old Bicycle Coalition. It's
20 only getting worse.

PH-20

PH-21

PH-22

21 And we've had to -- we had to suffer through
22 the construction of this monstrosity out front. Now we
23 have to suffer through more construction? Put the
24 place out at Mission Bay, where it belongs. We don't
25 want 600 or how many people this is going to bring in.

PH-23

↑ PH-23
cont.

1 We don't want an eight-story, nine-story monstrosity.

2 To be quite honest, General Hospital's a
3 horrible neighbor to the neighborhood. You basically
4 do whatever the hell you want and ignore everybody
5 else, but you pat us on the back for our concern.

6 I'd really like to not have this project
7 built, and I don't think it's necessary. You're
8 just -- once again, it's a neighborhood that has enough
9 problems as it is. With having lots and lots of luxury
10 high-rise buildings being built right now, to add the
11 hospital to bring more people in I think is just
12 ridiculous.

PH-24

13 Put it over where it belongs at Mission Bay,
14 since you all seem to tout Mission Bay as the greatest
15 thing since sliced bread. Please leave our
16 neighborhood alone. Enough with the building. We're
17 sick of it. We suffered so long with having -- I call
18 it Fuckerberg Hospital. And we don't need anymore
19 building. Thank you.

20 LORI YAMAUCHI: Del Greger.

21 DEL GREGER: My name is Del Greger. I live a
22 block and a half away on Utah Street for about 30
23 years. And I concur that I would like to support San
24 Francisco General Hospital. But in general, they have
25 not been a good neighbor. What they say is not what

PH-25
↓

1 they do, again and again.

2 And the example is they have meetings like
3 this; they take our comments; then they have more
4 meetings like this; then they take our comments; and
5 then they have more and more. And they don't -- they
6 just bulldoze over. And then they have meetings during
7 the day that nobody can attend. And then once they get
8 down to a meeting where there's -- you know, three of
9 them voting, they pass things through.

PH-25
cont.

10 That is our history. I've never seen anything
11 but that in the number of issues we've dealt with. The
12 promises weren't kept. The promises were to keep the
13 streets clean. Can't tell you how much stuff I clean
14 up or is just there. You know, mattress dumping,
15 people who come from the hospital with their bags
16 hanging off and dumping them.

PH-26

17 I know it's a city with issues, but
18 San Francisco General agreed they were going to do
19 certain things. They have not.

20 I agree, Mission Bay is wide open space. You
21 can split the campus; many businesses do. Or can't
22 they go underground? It's just out of character, not
23 good for this neighborhood.

PH-27

24 What I see in the planning, it's as if
25 nobody's talking to each other. They do a Band-Aid.

PH-28

1 "Here's a problem. Let's fix it." And then over here
2 they do this, and nothing works together. It's a joke.

3 I mean, who decided this traffic works? It's
4 worse than ever. You know, they removed the parking,
5 and now there's more traffic. And they have them all
6 come out at the same time with restrictions on how they
7 can do it.

PH-28
cont.

8 What the neighborhood needs is vital, vibrant
9 retail that gets people on the street. Vacant areas
10 that just get trash and dumping do not work. It's a
11 safety issue as well. We need vital retail and safe
12 walking areas.

PH-29

13 Did I say can't it go underground? I've never
14 got an answer to that.

15 UNIDENTIFIED SPEAKER: Well, they're not going to
16 answer you.

17 DEL GREGER: Right. I'll just give you a little
18 example. There was the -- you know, "We'll have
19 shuttles for the neighborhood. Here's the phone
20 number. Call it." You call that number, there's no
21 answer. You'll never get a return phone call. And the
22 trash and the dumping -- and it's just -- it's not
23 neighborly. We don't want you here if you can't do
24 what you say you're going to do.

PH-30

25 LORI YAMAUCHI: Are there any other speakers?

1 If you wish to speak, please fill out a
2 speaker card.

3 Thank you. I can't read what it says.

4 CHRISTOPHER SABRE: I'll tell you right here.

5 My name is Christopher Sabre, and I'm speaking
6 now.

7 LORI YAMAUCHI: Could you spell your last name?

8 CHRISTOPHER SABRE: S-A-B-R-E.

9 LORI YAMAUCHI: Thank you.

10 CHRISTOPHER SABRE: I haven't heard any very
11 positive feedback on this project here. It seems like
12 this is -- like the community is upset about it. When
13 the hospital first did a -- proposed a hospital here,
14 they -- in their EIR, they said that they were
15 designated this parking lot as anything on this site of
16 these buildings would be designated as open space. It
17 says so right in their EIR. Look at it. You know.

18 So if you call them on it, they say, "Oh, no.
19 That's not UCSF. That's SF General. So the two
20 entities are joined at the hip. It's a
21 bad-cop/good-cop kind of scenario that they go -- they
22 always toss it back and forth.

23 Well -- and also with buildings, they were
24 going to renovate these buildings. There was -- they
25 were very -- a lot of silence about what they were

PH-31

PH-32

PH-33

1 going to do with that, these buildings. Then as soon
2 as the hospital -- they got the hospital, "Okay. Now
3 we can't renovate those buildings. They can't be
4 renovated." What are they going to do with those
5 buildings? Have they incorporated that into this
6 discussion at all? There's none of that. There's none
7 of that.

8 Now, we all support the hospital. You know,
9 if I break a leg, this is the first place I'm going to
10 show up because it's my hospital. It's my hospital.
11 And I would like to see it be a good neighbor. I've
12 come in here and gone into the restrooms and seen them
13 trashed. I've seen mice running across this floor,
14 right there, right across here.

15 So take care. Clean up your own house. And
16 also clean up your neighborhood. And also, have good
17 relationships with your neighborhood.

18 This is -- you are not being good neighbors.
19 And you are not -- you know, these kind of things where
20 you pull the community in to spin their wheels, write
21 their name down, you guys can say you've done your due
22 diligence. You know, "Okay. We're good guys. We show
23 the world that we've really done it well." You have
24 your stenographer. You have your well-paid
25 triple-digit person there to take notes and tell you

PH-33
cont.

PH-34

1 when to shut up.

2 You know, and so this is -- I wasn't even
3 going to talk tonight because I feel it's so futile.
4 But it isn't, really. I think this neighborhood is
5 worth it. I think we can all work together. We can
6 have a good hospital. We can have a good community.

7 But if there's a wall and uncommunication
8 [sic] going on amongst us -- some of us communicate
9 better than others, you know. So it's very difficult
10 sometimes to get it across. But you can hear my
11 frustration, and that's all I have to say. Thank you.

12 LORI YAMAUCHI: Thank you, sir.

13 Michelle Schaal.

14 MICHELLE SCHAAL: Hi, my name is Michelle Schaal.
15 I live on Vermont Street, about four doors down from
16 the emergency entrance.

17 I would concur with most of what everybody
18 else has said. One of the things that I think gets
19 ignored is that we live -- this is a little cul-de-sac.
20 You know, the limited entrances and exits make it
21 actually kind of a dangerous place to have so many
22 people.

23 And I think that doesn't really get looked at
24 in any kind of a real way. There's only a few
25 entrances and exits and -- I don't know how many people

PH-34
cont.

PH-35

1 are going to be additionally employed at the new
2 hospital, but this building is expected to still be
3 full of employees when the new hospital opens. So, you
4 know, it has to be several hundred. And I think I
5 heard the number of 700 for the new building that
6 they're proposing.

PH-35
cont.

7 So that's an enormous number of people for
8 fewer and fewer parking spots and just, you know,
9 crowded conditions. And my main objection to this --
10 this building proposal is it's taking the last piece of
11 open space on the campus.

PH-36

12 And there's those brick buildings. Those
13 brick buildings, yes, they're beautiful, but they're
14 not functional. And that's why UC doesn't want to use
15 them. But they're not dealing with the issue, and the
16 City isn't forcing them to deal with the issue.

17 And I think that's kind of the problem, that
18 the City's going to be left holding the bag of those
19 buildings. And they're going to allow UC to build a
20 fancy new building on the empty spot and ignore the
21 fact that those buildings need to be dealt with.
22 They're going to be a big expense for the City when we
23 finally recognize that they're dangerous and we need to
24 deal with them.

PH-37

25 That's why UC wants to leave them because they

1 don't think they're functional space, and they think
2 they're dangerous for their employees. So if they're
3 dangerous for their employees and the buildings are,
4 from what I heard, are still going to be occupied, does
5 that make any sense? I mean, they're dangerous for
6 whoever is going to be in them.

7 I think we need to make UC look at those
8 buildings. Use the shells if we have to preserve those
9 buildings. If they're that valuable to us, use the
10 shells; build something fabulous inside. You know, you
11 can use a whole bunch of those shells, make a great big
12 fabulous building in there. But use the spot that
13 we've already got taken up and deal with the problem of
14 those buildings.

15 And the last time I was here, they said that
16 it wasn't -- that it was declared not to be safe within
17 an eight-foot perimeter of the brick buildings. The
18 walkways of the new hospital are right next to the
19 brick buildings. So as you walk into the new hospital,
20 you walk within eight feet of those buildings. I mean,
21 I don't think they're thinking through about this.

22 KRIS ONGOCO: Any other comments, speaker cards?

23 KAT PODGORNOFF: Oh, one more. My name is Kat
24 Podgornoff. Podgornoff.

25 LORI YAMAUCHI: Is your first name Kat, K-A-T?

PH-37
cont.

1 KAT PODGORNOFF: Yeah, last name Podgornoff,
2 PO-D-G-O-R-N-O-F-F, like Frank.

3 And frankly speaking, I'm glad to say that I
4 agree that a vibrant retail environment would be great
5 for this neighborhood. But I don't think it has to be
6 taking up parking.

PH-38

7 I think we have businesses that exist that
8 could be revitalized. I see them dying all over the
9 place partially due to the way Potrero Street was and,
10 I think, actually might be getting a little bit better.

11 But it shouldn't be taking up parking space
12 that already exists in order to put in a gigantic
13 monstrosity that will block the light to my house and
14 everybody on Utah and everybody on the other side
15 during the day, and at night pour even more light into
16 our homes. My two big objections. Thank you so much.

PH-39

17 LORI YAMAUCHI: Thank you.

18 Anyone else? If not, thank you for your
19 comments. And on the Draft EIR, we will prepare
20 written responses to these comments in a
21 comment-and-response chapter of the Final EIR.

22 Please be sure to include your name and
23 contact information on the speaker card or sign in on
24 the sign-in sheet, and we'll notify you when the
25 Final EIR becomes available.

1 I will close the public hearing, and
2 appreciate your attendance and participation.

3 UNIDENTIFIED SPEAKER: Is there any way to just
4 ask a procedural question?

5 LORI YAMAUCHI: Yes.

6 UNIDENTIFIED SPEAKER: So you'll take our
7 comments. It will go into the EIR, but what's the next
8 step of the EIR?

9 LORI YAMAUCHI: The comments and response document
10 will be prepared and published before being submitted
11 to the Regents of the University of California for
12 their consideration before they certify the final
13 Environmental Impact Report.

14 UNIDENTIFIED SPEAKER: Will that be a public
15 meeting?

16 LORI YAMAUCHI: Yes, it will be a public meeting.
17 And we are hoping and anticipating to take -- that
18 we'll take the Final EIR to the July meeting of the
19 University of California Regents.

20 UNIDENTIFIED SPEAKER: Where will that be?

21 LORI YAMAUCHI: At the Mission Bay Campus. The
22 meeting will take place at the UCSF Mission Bay Campus.

23 UNIDENTIFIED SPEAKER: July what?

24 LORI YAMAUCHI: I don't know exactly, mid-July.
25 You can check the UC Regents website. They publish the

1 dates of the Regents meeting.

2 UNIDENTIFIED SPEAKER: But you'll send it out to
3 us?

4 LORI YAMAUCHI: We notify all those who submitted
5 comments.

6 UNIDENTIFIED SPEAKER: Only the submitted written
7 comments?

8 LORI YAMAUCHI: Or if you spoke tonight and you're
9 not submitting written comments but you testified
10 orally, if we have your name and address, we can notify
11 you.

12 Yes, sir?

13 UNIDENTIFIED SPEAKER: When these meetings are
14 scheduled, can we get posters for the neighborhood?

15 I'm not necessarily saying me -- but put
16 posters on the corners or something so that the
17 neighbors who aren't hooked in and aren't following
18 this will be apprised of what's going on? When I talk
19 to the neighbors -- I've been here a long time, I talk
20 to people. Almost no one knows these meetings are
21 happening. They have no idea.

22 KRIS ONGOCO: We did a mailing.

23 UNIDENTIFIED SPEAKER: But the mailing is not
24 getting into the neighborhood. A lot of my neighbors
25 didn't know anything about it. There's eight tenants

1 in my building.

2 LORI YAMAUCHI: So I acknowledge your request, and
3 we'll make sure that your request is considered.

4 I said before in my comment, there was --
5 there were advertisements, there were e-mails, there
6 was mailings. So if there's more to be done, we will
7 try to do that.

8 But it's not like there has been no
9 notification. But I apologize if it's been --

10 UNIDENTIFIED SPEAKER: It's been a limited one.

11 LORI YAMAUCHI: -- insufficient.

12 UNIDENTIFIED SPEAKER: No, it's been limited, not
13 efficient.

14 LORI YAMAUCHI: I said "insufficient."

15 UNIDENTIFIED SPEAKER: Insufficient.

16 LORI YAMAUCHI: Yes. Okay?

17 Thank you, everyone, for your attendance.

18 Oh, I was just notified that the Regents
19 meeting in July is July 20th and 21st.

20 UNIDENTIFIED SPEAKER: 28th and --

21 LORI YAMAUCHI: No, 20 and 21. Two, zero and two
22 one, July 20th and 21st. So when the agenda is posted,
23 then the -- the EIR for this project and the Garage
24 Expansion will be noted as an agenda item on one of the
25 committee meetings during the Regents meeting.

1 UNIDENTIFIED SPEAKER: Where on campus?

2 LORI YAMAUCHI: The meeting is held in the Rutter
3 Center, on --

4 UNIDENTIFIED SPEAKER: Spell that, please.

5 LORI YAMAUCHI: R-U-T-T-E-R, Center, on Owens
6 Street, O-W-E-N-S Street. And you can look it up on
7 the UCSF website for Mission Bay Campus.

8 Yes, ma'am?

9 UNIDENTIFIED SPEAKER: So they present the EIR,
10 and then the Board of Regents says, "Oh, well, change
11 this. Don't change that." They make the decisions
12 about -- I mean, you know, there are lots of issues
13 about it. Who decides what the plan is?

14 LORI YAMAUCHI: So I think I noted that, in the
15 EIR, the discretionary approvals to be taken on the
16 project are described in the EIR.

17 In July, the Regents will not be asked to take
18 action on the Research Building project. That will be
19 a future action, and there will be future meetings,
20 community meetings, on the Research Building project.

21 What they will be asked to take action on in
22 July is to certify the Final EIR so that they can
23 approve the ground lease with the City for the parking
24 lot on which the Research Building will be constructed.

25 UNIDENTIFIED SPEAKER: May be constructed.

1 LORI YAMAUCHI: May be constructed, is proposed to
2 be constructed, yes. Thank you for that correction.

3 So in July, the Regents will not be asked to
4 approve the Research Building project. And also I want
5 to remind you that I said that the City is the one who
6 takes action on the Garage Expansion, not the Regents
7 of the University of California because the Garage
8 Expansion is a City project, not a University project.

9 UNIDENTIFIED SPEAKER: Is it a separate EIR?

10 LORI YAMAUCHI: No. I said in the beginning of --
11 you may have missed it.

12 There's an agreement between the City and the
13 University that the University will be the lead agency
14 for the preparation of the EIR for both projects, the
15 Research Building and the Garage Expansion; however,
16 the Regents will take action on the Research Building,
17 and the City will take action on the Garage Expansion.

18 UNIDENTIFIED SPEAKER: So Garage Expansion will go
19 to the Board of Supervisors at some point?

20 LORI YAMAUCHI: I don't -- it says in the EIR what
21 discretionary approvals will be taken, but most likely.

22 Yes, sir?

23 UNIDENTIFIED SPEAKER: In that regard, all the
24 people that are on your contact list, will we be
25 notified when it comes up in front of the Planning

1 Commission, the Parking Authority, the Board of
2 Supervisors?

3 LORI YAMAUCHI: I don't know if you will be
4 notified, by the City, sir. We will ask that the
5 City -- I don't have control over what the City
6 does.

7 UNIDENTIFIED SPEAKER: But you're partnering with
8 them.

9 LORI YAMAUCHI: But I hear you, and we'll make
10 sure that the City receives that request.

11 UNIDENTIFIED SPEAKER: Okay. Thank you.

12 LORI YAMAUCHI: Yes, sir?

13 UNIDENTIFIED SPEAKER: As a long-time resident of
14 this neighborhood, I would demand that the next
15 community meeting on this project that the Regents be
16 here for it.

17 LORI YAMAUCHI: I'm sorry, sir --

18 UNIDENTIFIED SPEAKER: I don't care what you're
19 sorry about. They're making decisions that impact our
20 neighborhood. They demand -- we demand that they be
21 here for it and hear us.

22 LORI YAMAUCHI: I hear your request, sir.

23 UNIDENTIFIED SPEAKER: It's not a request. It's a
24 demand.

25 LORI YAMAUCHI: I hear your demand, sir.

1 Okay. So I think we're closing the public
2 hearing. Thank you very much.

3 (Whereupon, the proceedings concluded at
4 7:52 p.m.)

1 STATE OF CALIFORNIA)
2 COUNTY OF MARIN) ss.

3 I, DEBORAH FUQUA, a Certified Shorthand
4 Reporter of the State of California, do hereby certify
5 that the foregoing proceedings were reported by me, a
6 disinterested person, and thereafter transcribed under
7 my direction into typewriting and is a true and correct
8 transcription of said proceedings.

9 I further certify that I am not of counsel or
10 attorney for either or any of the parties in the
11 foregoing proceeding and caption named, nor in any way
12 interested in the outcome of the cause named in said
13 caption.

14 Dated the 28th day of April, 2016.

17 DEBORAH FUQUA

18 CSR NO. 12948

Public Hearing, April 21, 2016

Response to Comment PH-1:

See Response to Comment GW-1.

Response to Comment PH-2:

See Response to Comment GW-12.

Response to Comment PH-3:

Thank you for your comment. Please also see Response to Comment GW-14.

Response to Comment PH-4:

As indicated in Table 4.2-7 on Page 4.2-27 of the Draft EIR, localized concentrations of criteria pollutant emissions from construction activities would represent a significant impact of the proposed project without implementation of mitigation measures. With implementation of Mitigation Measure AQ-3, the annual $PM_{2.5}$ concentration would be reduced to $0.04 \mu\text{g}/\text{m}^3$. Thus, the annual $PM_{2.5}$ concentration due to project construction would be below the BAAQMD threshold of $0.3 \mu\text{g}/\text{m}^3$ as well as the City of San Francisco's Air Pollution Exposure Zone threshold of $0.2 \mu\text{g}/\text{m}^3$ and would be *less than significant with mitigation*.

As discussed on page 4.2-21 of the Draft EIR, BAAQMD's approach to analysis of construction-related particulate impacts (other than exhaust PM) is to emphasize implementation of effective and comprehensive dust control measures rather than detailed quantification of emissions.

Implementation of BAAQMD-identified BMPs for control of fugitive dust would be required under Mitigation Measure AQ-1 and would reduce impacts to less than significant levels during construction of the research building. For the parking garage component of the proposed project, construction activities would be subject to the requirements of the City of San Francisco's Construction Dust Control Ordinance, which would be consistent with the measures in Mitigation Measure AQ-1. Therefore, impacts related to fugitive dust during expansion of the parking garage also would be less than significant.

While there may be subtle differences in meteorology between the project site and the site where meteorological data used in the dispersion modeling was collected (one mile away on the other side of Potrero Hill), the maximally exposed receptor identified in the health risk analysis was located directly across the street from the parking garage. No closer receptors would be impacted if an alternative wind direction were considered assuming more localized meteorological data existed. Additionally, the meteorological data used in the dispersion modeling consists of hourly data throughout an entire year, which is inclusive of those hours from which the wind comes from less predominant directions such as from the south during the approach of low pressure systems. Wind data from multiple locations throughout San Francisco indicate that the predominant wind direction is from the west, as stated on page 4.2-2 of the Draft EIR.

Response to Comment PH-5:

See Response to Comment JB-3.

Response to Comment PH-6:

The Draft EIR identifies two mitigation measures to address construction-related emissions. The first is Mitigation Measure AQ-1 identified on pages 4.2-22 and 4.2-23 of the Draft EIR. Studies have shown that the application of best management practices (BMPs) at construction sites significantly controls fugitive dust,¹ and individual measures have been shown to reduce fugitive dust by anywhere from 30 to 90 percent.² Further, BAAQMD considers these measures to be sufficient to address construction-related fugitive dust emissions and reduce such emissions to a less than significant level under CEQA.³

Mitigation Measure AQ-3 identified on page 4.2-27 of the Draft EIR requires off-road construction equipment to have engines that are retrofitted with a CARB Level 3 Verified Diesel Emissions Control Strategy (VDECS). This mitigation has been documented to reduce particulate emissions by 85 percent or more.⁴ This level of reduction results in localized diesel particulate concentrations being reduced to 0.04 $\mu\text{g}/\text{m}^3$, which would be well below the BAAQMD threshold of 0.3 $\mu\text{g}/\text{m}^3$ as well as the City of San Francisco's Air Pollution Exposure Zone threshold of 0.2 $\mu\text{g}/\text{m}^3$. In contrast, in 2008 when the Hospital Rebuild EIR was published, estimates of localized concentrations of particulate matter during construction were not commonly undertaken and identified mitigations reflected a more generic approach to dust control.

Response to Comment PH-7:

See Response to Comment JB-10. The comment will be forwarded to SFMTA, which has jurisdiction over the intersection signal.

Response to Comment PH-8:

With regard to air quality impacts, all impacts assessed in the Draft EIR would either be less than significant or less than significant with implementation of mitigation. As discussed on page 3-8 of the Project Description in the Draft EIR, if approved, construction of the proposed research building is estimated to occur sometime between late 2016 and 2019 and on page 3-12 of the Draft EIR, if approved by the City and the Parking Authority, construction of the proposed garage expansion by the Parking Authority is estimated to occur over a 14-month period sometime between 2018 through 2020. Consequently, while there may be construction occurring during a four-year window, the air quality impacts during this period would not be significant.

¹ Western Regional Air Partnership, *WRAP Fugitive Dust Handbook*, September 7, 2006. Available online at wrapair.org/forums/dej/f/fdh/content/FDHandbook_Rev_06.pdf (accessed November 20, 2015).

² BAAQMD, Revised Draft Options and Justification Report, California Environmental Quality Act Thresholds of Significance, October 2009, page 27.

³ BAAQMD, *CEQA Air Quality Guidelines*, May 2011, page D-47

⁴ <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>

Response to Comment PH-9:

The proposed project would not change the location of transit stops. Temporary relocation of transit stops during project construction would be implemented in accordance with Improvement Measure IM-TR-1 (see page 4.7-21 of the Draft EIR). With respect to temporary transit stop relocations, this is most relevant to Muni stops on 23rd Street, adjacent to the southern border of the ZSFG campus. Transit stop relocations will be temporary and will include appropriate signage to alert transit riders to the relocated stop and the appropriate path of travel. Other potential permanent changes to transit stops may occur due to implementation of the Muni Forward program as discussed on page 4.7-22 of the Draft EIR.

Response to Comment PH-10:

Potential cumulative projects analyzed in the EIR include those reasonably foreseeable projects on the ZSFG campus. These projects are discussed under each environmental topic, e.g., see Section 4.5.7.1 in the Land Use and Planning section on page 4.5-13 of the Draft EIR. Additional information can be found in the latest Institutional Master Plan Update for the campus from June 2015, which is available at <https://www.sfdph.org/dph/RebuildSFGH/files/reports/IMP-UpdateSubmitted-June2015.pdf>.

Response to Comment PH-11:

Thank you for your comment. To the extent that potential environmental impacts would result from implementation of the proposed project, they were determined to be less than significant or less than significant with incorporation of mitigation measures, with two exceptions: Impact TRAF-2 and Impact TRAF-9, both of which relate to the intersection of Twenty-Fourth Street and Potrero Avenue.

Response to Comment PH-12:

The concern regarding the EIR prepared for the original parking garage as well as the possible addition of another floor to the garage under the proposed project (Variants 2 and 3) is acknowledged.

Response to Comment PH-13:

The opposition to replacing parking spaces with retail uses as proposed under Variants 1 and 3 is acknowledged. As noted on page 4.7-18 of the Draft EIR, the retail variants would generate about 98 daily vehicle trips. The additional peak-hour vehicle trips would consist of about two AM and nine PM trips.

Response to Comment PH-14:

This is not a comment on the Draft EIR analysis, rather an observation that Potrero Avenue and the intersections of 23rd Street and 24th Street are congested during AM and PM commute periods. This is confirmed by the existing intersection LOS reported in the Draft EIR in

Table 4.7-2 on page 4.7-6; Potrero / 23rd was found to operate at LOS D during both the AM and PM peak hours and Potrero / 24th was found to operate at LOS C and LOS D during the AM and PM peak hours, respectively. These results could be interpreted to be consistent with the term “congested.” Three mitigation measures (TR-1, TR-2, and TR-3) are identified to reduce the significant project-related and variant-related impact at Potrero / 24th except for the On-Site Alternative, which does not have an impact at any location. The other intersections studied in the traffic analysis operate acceptably both with and without the proposed project or variants.

Response to Comment PH-15:

This is not a comment on the Draft EIR analysis, rather an observation that Potrero Avenue and the intersections of 23rd Street and 24th Street are congested during AM and PM commute periods. See Responses to Comments JB-10 and PH-14.

Response to Comment PH-16:

Thank you for your comment. The cumulative transportation impact analysis assumes that in the Year 2040 the space vacated in Building 5 will be completely backfilled by San Francisco Department of Public Health (DPH) staff and the space vacated by UCSF will also be backfilled with new DPH staff.

Response to Comment PH-17:

The commenter states that Mitigation Measure TR-2, which would open the 23rd Street exit of the 23rd Street Garage during the PM peak period, and thus reduce the amount of vehicles traveling through the intersection of Potrero Avenue / 24th Street to reduce the impact at the intersection should not proceed due to already high levels of traffic on 23rd Street. As part of the traffic analysis conducted for the Draft EIR, 23rd Street was found to operate acceptably during the AM and PM peak hours both with and without the project or variants. However, since the mitigation measure relies on the approval and assistance of SFMTA, this comment will be directed to them for their review and consideration.

Response to Comment PH-18:

The minor amount of existing usable open space that would be lost during construction of the building would largely be replaced with similar or improved areas along West Drive and between the new building and Building 5 to the north (see Figure 3-3 on page 3-10 of the Draft EIR). Existing open space areas located between Buildings 30/40, Building 9, and West Drive would not be altered by the proposed project. See also Response to Comment PBNA-1.

Response to Comment PH-19:

As noted in the Draft EIR, 23rd Street pedestrian improvements are identified as part of Mitigation Measure TR-2. UCSF and DPH, acting in coordination with the SFMTA, can choose

to pursue the 23rd Street pedestrian improvements identified in Mitigation Measure TR-2 within or outside of the environmental review process.

Response to Comment PH-20:

The concern with the height of the proposed research building is acknowledged.

Response to Comment PH-21:

This is not a comment on the Draft EIR analysis, rather a comment on the ZSFG Rebuild Project. Parking spaces were not removed as part of the ZSFG Rebuild project; however, parking spaces were not added by the project, resulting in an increase in demand with a static supply. Several variants of parking garage expansion were analyzed as part of the transportation analysis for the proposed project. The proposed project and all of the variants include a new research building on the existing ZSFG surface parking lot (B/C Lot), which would displace approximately 130 spaces.

Response to Comment PH-22:

Three mitigation measures (TR-1, TR-2, and TR-3) are identified to reduce the significant impact at Potrero Avenue / 24th Street of the proposed project and all of the variants except for the On-Site/Underground Parking Alternative, which does not have an impact at any location. The other intersections included in the traffic analysis operate acceptably both with and without the proposed project or variants.

Response to Comment PH-23:

See Responses to Comments JB-3 and DE-2.

Response to Comment PH-24:

See Response to Comment JB-3.

Response to Comment PH-25:

Thank you for your comment. UCSF strives to schedule public meetings in the evening to encourage maximum public participation. Two community meetings regarding the proposed project were held at 6:30 p.m. on February 11, 2013 and on June 17, 2013. The Scoping Meeting for the EIR was held at 7:00 p.m. on October 21, 2015 and the public hearing on the Draft EIR was held at 7:00 p.m. on April 21, 2016.

Response to Comment PH-26:

Thank you for your comment. This comment does not relate to the Draft EIR, which examines the environmental impacts of the proposed UCSF research building and City parking garage expansion at ZSFG.

Response to Comment PH-27:

See Response to Comment JB-3. The support for providing underground parking below the proposed research building (Alternative 2) is acknowledged.

Response to Comment PH-28:

This is not a comment on the Draft EIR analysis, rather an observation that Potrero Avenue and the intersections of 23rd Street and 24th Street are congested during AM and PM commute periods. See Responses to Comments JB-10 and PH-14.

Response to Comment PH-29:

Variants 1 and 3 of the Draft EIR do include up to 5,000 square feet of ground floor retail space in the proposed garage expansion. The proposed expansion is intended to be consistent with the design of the current structure. Redesigning the garage expansion with some levels located underground would likely result in greater impacts to some environmental topics, e.g., air quality and noise impacts during construction activities, compared to the proposed project.

Response to Comment PH-30:

Thank you for your comment. This comment does not relate to the Draft EIR, which examines the environmental impacts of the proposed UCSF research building and City parking garage expansion at ZSFG. Regarding shuttles, both the UCSF and ZSFG operated shuttles serve all ZSFG employees, patients, and visitors. Routes and schedules for UCSF shuttles are available at http://campuslifeservices.ucsf.edu/transportation/services/shuttles/routes_timetables. Information regarding the ZSFG operated shuttle is available here: https://www.sfdph.org/dph/RebuildSFGH/files/SFGH_Shuttle_Map_Schedule.pdf.

Response to Comment PH-31:

See Response to Comment PBNA-1.

Response to Comment PH-32:

As noted on page 1-2 of the Draft EIR, UCSF does have a major presence at ZSFG. UCSF physicians and other health care professionals provide a large majority of medical services and care at ZSFG in City-owned buildings. UCSF does not own facilities at ZSFG, but leases space or otherwise occupies space in exchange for services. In order to construct the proposed research building on the ZSFG campus, UCSF would enter into a long-term ground lease with the City for the B/C Lot. For purposes of CEQA, the University of California is the lead agency for this EIR with the Parking Authority and the City as responsible agencies for approval actions within their respective jurisdictions. If the Parking Authority decides to proceed with the proposed garage expansion, it would comply with the City approval process in effect at that time for such a structure. See also Response to Comment NEI-1.

Response to Comment PH-33:

UCSF considered retrofitting the existing brick buildings it occupies on the ZSFG campus. However, this alternative was rejected for reasons described under Section 6.3.1, Seismic Retrofit of Existing Buildings, on page 6-2 of the Draft EIR.

Response to Comment PH-34:

Thank you for your comment. This comment does not relate to the Draft EIR, which examines the environmental impacts of the proposed UCSF research building and City parking garage expansion at ZSFG.

Response to Comment PH-35:

The comment notes that increased development represents an unsafe situation from a transportation perspective due to the limited connectivity of adjacent streets. This condition was included in the analysis of the proposed project's effect on emergency access. As noted in the Draft EIR, the development was not found to result in inadequate emergency access (see Impact TRAF-7). In addition, the Draft EIR found that the potential bicycle and pedestrian safety impacts would be less than significant (see Impacts TRAF-4 and TRAF-5).

The cumulative transportation impact analysis assumes that in the Year 2040 the space vacated in Building 5 will be completely backfilled by San Francisco Department of Public Health (DPH) staff and the space vacated by UCSF will also be backfilled with new DPH staff. As noted on page 3-8 of the Draft EIR, approximately 680 UCSF employees would be relocated from *existing* facilities on the ZSFG campus to the proposed research building. In addition, about 120 employees could be relocated from off-campus leased space to the new building.

Response to Comment PH-36:

Several variants of parking garage expansion were analyzed as part of the transportation analysis contained in the Draft EIR. With the exception of the No Garage Expansion variant, all of them would result in additional parking supply at ZSFG even after including new parking demand due to the up to 120 UCSF employees relocated to ZSFG from current off-site leases. Further, UCSF and DPH staff have worked collaboratively with each other as well as the SFMTA in order to develop a list of potential TDM measures included in Mitigation Measure TR-3, as well as to draft an additional Modal Performance document, which is in progress. These measures are intended to reduce single occupancy vehicle trips to ZSFG.

Regarding open space, the minor amount of existing usable open space that would be lost during construction of the building would largely be replaced with similar or improved areas along West Drive and between the new building and Building 5 to the north (see Figure 3-3 on page 3-10 of the Draft EIR). Existing open space areas located between Buildings 30/40, Building 9, and West Drive would not be altered by the proposed project. See also Response to Comment PBNA-1.

Response to Comment PH-37:

See Response to Comment PH-33.

Response to Comment PH-38:

The opposition to replacing parking spaces with retail uses as proposed under Variants 1 and 3 is acknowledged.

Response to Comment PH-39:

Thank you for your comment. See also Response to Comment GW-9.

UCSF ZSFG Public Hearing Public Comment Form

4/21/2016

Thank you for coming tonight. UCSF values your input and we welcome your comments on the Draft EIR. This Public Comment Card is provided for your convenience. If you speak tonight, you do not need to also fill out this Card we will have a record of oral comments. Please return this to UCSF Staff at the end of the meeting, or if you prefer to send it to us at a later date, please return so we receive it by **Monday, May 9, 2016** to: EIR@planning.UCSF.edu or Diane Wong, UCSF Campus Planning, 654 Minnesota Street, San Francisco, CA, 94143-0286. You may also just send an email or letter by the deadline to provide comments.

It seems clear that the process chooses to ignore the cumulative effect of staffing the new hospital as well as the certainty that those spaces vacated by the staff moving to the new facility will be filled with new employees. We are already congested on both 23rd & 24th STs at Potrero. Both of these intersections are gridlocked morning & evening as staff arrives and departs. SFGH shuttles routinely run the light making prohibited RT turns on the red at 23rd and Potrero. adding a UC Lab will result in a gridlocked Level 4 Trauma Center & seems to me poor policy.

Name John Wilson

Address 1238 VERMONT ST SF 94110
Street Zip

Email JWILSON153@NOL.COM

JW-1

JW-2

JW-3

JW-4

John Wilson, April 21, 2016

Response to Comment JW-1:

Potential cumulative projects analyzed in the EIR include those reasonably foreseeable projects on the ZSFG campus. These projects are discussed under each environmental topic, e.g., see Section 4.5.7.1 in the Land Use and Planning section on page 4.5-13 of the Draft EIR. Additional information can be found in the latest Institutional Master Plan Update for the campus from June 2015, which is available at <https://www.sfdph.org/dph/RebuildSFGH/files/reports/IMP-UpdateSubmitted-June2015.pdf>. The cumulative transportation impact analysis assumes that in the Year 2040 the space vacated in Building 5 will be completely backfilled by San Francisco Department of Public Health (DPH) staff and the space vacated by UCSF will also be backfilled with new DPH staff.

Response to Comment JW-2:

See Response to Comment PH-14.

Response to Comment JW-3:

Thank you for your comment. This comment does not relate to the Draft EIR, which examines the environmental impacts of the proposed UCSF research building and City parking garage expansion at ZSFG.

Response to Comment JW-4:

Thank you for your comment. UCSF considered locating the proposed research building at another location, including at the UCSF Mission Bay campus site. However, this alternative was rejected for reasons described under Section 6.3.2, Locate Research Off-Site, on page 6-2 of the Draft EIR.

8.3 Text Changes

The following changes to the text of the Draft EIR are made in response to comments on the Draft EIR or are included to clarify the Draft EIR text. In each change, new language is underlined, while deleted text is shown in ~~strike through~~, except where the text is indicated as entirely new, in which case no underlining is used for easier reading.

Chapter 2, Summary

The last sentence of the first paragraph on page 2-2 of the Draft EIR is revised as follows:

The proposed project also includes implementation of ~~two~~ one traffic improvement measures (IM-TR-1) that would require preparation and implementation of a traffic control plan during project construction as well as notification on a regular basis to nearby residences, institutions, and businesses of construction activities. The improvement measure is provided under Impact TRAF-1 on page 4.7-21.

The third column of Impact AQ-5 in Table 2-1 on page 2-6 of the Draft EIR (“Mitigation/Improvement Measures”) is revised as follows:

Implement Mitigation Measure AQ-1 and AQ-3.

Impacts NO-4 and C-NO-1 are added to Table 2-1 on page 2-17 of the Draft EIR:

<u>NO-4: Operation of the proposed project would cause a substantial permanent increase in ambient noise levels in the project vicinity.</u>	<u>Less than Significant</u>	<u>None required</u>	<u>Less than Significant</u>
<u>C-NO-1: Operation of the proposed project when considered with other cumulative development would cause a substantial permanent increase in ambient noise levels in the project vicinity.</u>	<u>Less than Significant</u>	<u>None required</u>	<u>Less than Significant</u>

The following is added to Mitigation Measures TR-1 and TR-2 in Table 2-1 on pages 2-19 and 2-20, respectively, of the Draft EIR:

UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.

The last column of Impact TRAF-2 in Table 2-1 on page 2-19 of the Draft EIR (“Level of Significance After Mitigation”) is revised as follows:

Significant and Unavoidable

Mitigation Measure TR-1 would reduce the impact to less than significant, but UCSF and DPH do not have the authority to implement it without SFMTA’s approval and assistance, which is unknown at this time.

The effectiveness of Mitigation Measure TR-2 to reduce the impact to less than significant is not known given the uncertainty over the volume of vehicles choosing to exit the northern egress, and UCSF does not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time.

While Mitigation Measure TR-3 can reduce traffic impacts, even full implementation of TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection for the project or Variants 1 to 3. Implementation of the full suite of TDM strategies identified in TR-3 would reduce the impact at Potrero Avenue / 24th Street to less-than-significant under Variant 4.

Mitigation Measure TR-3 in Table 2-1 on page 2-20 of the Draft EIR is revised to be consistent with changes shown below under "Chapter 4, Transportation and Traffic."

Chapter 3, Project Description

The following is added after the second paragraph on page 3-7 of the Draft EIR:

Properties adjacent to the parking garage on San Bruno Avenue, Utah, and Twenty-Fourth streets are predominantly one- and two-story, single- and multi-family residential, with some ground level retail on Twenty-Fourth Street.

The second paragraph under Section 3.6.1 on page 3-8 of the Draft EIR is revised as follows:

The proposed research building would be about 175,000 gsf, and five-stories in height, plus a mechanical penthouse. The building height would be about 80 feet to the top of the fifth story, plus an additional 12 feet to accommodate rooftop mechanical equipment. The building would be set back from adjacent streets and surrounded by landscaping. The building footprint would allow for the creation of a new one-way eastbound urban driveway between the new building and Building 5. This redesigned area would include the drop off area for Urgent Care services that will be relocated to Building 5 as part of the new hospital project and new landscaping and pedestrian circulation features. The new site layout also would reconfigure the adjacent approximately 35 parking spaces for handicapped users, service vehicles, and ZSFG staff, with no expected reduction in parking supply. In addition, the Hearty Café trailer and fountain would be relocated to the north side of this new street. The existing driveway that provides access to the ZSFG emergency room would be eliminated. The existing gatehouse, switchgear facility, and fence along Twenty-Third Street, and Stiff Loops sculpture would be retained in their current locations. The Stiff Loops sculpture would be relocated to another place on the ZSFG campus in order to avoid any potential construction conflicts between the sculpture and the proposed loading zone and driveway on the east side of the proposed research building. Relocation would occur in coordination with ZSFG and the San Francisco Arts Commission. See **Figure 3-2**, ZSFG Existing and Proposed Site Plan, for the location of the proposed project on the ZSFG campus. **Figure 3-3** presents the proposed research building site plan and **Figure 3-4** depicts the conceptual bulk and height of the new building.

The following is added after the last sentence on page 3-8 of the Draft EIR:

A trailer for workers would be temporarily located on-site during construction and another construction trailer would be located on the Mission Bay campus site.

The first sentence of the first paragraph on page 3-12 of the Draft EIR is revised as follows:

The project ~~would~~ could include an expansion of the existing ZSFG parking garage, of approximately 307 parking spaces.

The following is added to the Project Description on page 3-12 of the Draft EIR:

TDM planning coordination among UCSF, DPH, and SFMTA staff and transportation consultants yielded a list of potential TDM strategies that could be pursued in addition to those already in place to reduce single-occupant vehicle trips for UCSF and DPH employees. As part of the proposed project, these enhanced TDM measures, described in Mitigation Measure TR-3 (Draft EIR page 4.7-26 to 4.7-27), and in more detail in the Transportation Impact Study Appendix B: ZSFG TDM Plan Memorandum, will be implemented to the extent feasible. These enhanced TDM measures include:

- **Parking Policy/Pricing**
 - Adjust hourly parking rate structure to discourage all-day parking and provide spaces for patients/visitors (Parking Authority)
 - In order to discourage driving, increase hourly and monthly parking rates to be more in line with prevailing San Francisco market rates (Parking Authority)
- **Transit and Shuttle Systems**
 - Expand UCSF and DPH Shuttle Service to Caltrain, Transbay Transit Terminal (applies to UCSF and DPH; would require coordination with SFMTA)
 - Maintain a dialogue with SFMTA regarding ZSFG's strong desire to see that the transit connection between the Mission District and the ZSFG campus remains (applies to UCSF and DPH; would require coordination with SFMTA)
 - Allow patients/visitors to ride DPH Shuttle and advertise the shuttle as a last-mile option (applies to DPH)
 - Expand additional last-mile service by alternate means, including reimbursing employees for taxi use or ride hail companies as a bridge from transit stations (applies to DPH).
 - Add Bike racks on DPH shuttles (applies to DPH)
- **Commute Vehicle Trip Reduction**
 - Hire a TDM Program Manager for ZSFG to meet modal goals (applies to DPH)
 - Expand number of car share vehicles on-site (applies to DPH)
 - Create more robust carpool matching program (applies to UCSF and DPH)

- Create a vanpool service or coordinate with the existing UCSF vanpool (applies to DPH)
- Provide showers and locker facilities on campus and in the new UCSF Research Building (applies to UCSF and DPH)
- Install Bay Area Bike Share Station on campus (applies to DPH)
- Install transportation kiosk(s) overseen by the new TDM Program Manager (applies to DPH)
- Advertise existing pre-tax commuter accounts (applies to UCSF and DPH)
- Promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles (applies to DPH)
- Provide signage indicating the location of bicycle parking at points of access (applies to DPH)
- Facilitate access to carshare spaces through on-site garage (applies to DPH)

Chapter 4, Cultural and Paleontological Resources

The following is added before “Neighborhood Context” on page 4.3-8 of the Draft EIR:

Public Art

Intended to coincide with the opening of the Main Hospital Building in the mid-1970s, a large, steel sculpture designed by San Francisco artist Gerald Walburg entitled *Stiff Loops* was installed on the hospital campus. Completed in 1974, *Stiff Loops* is approximately 30 feet long, 8 feet high, and constructed of Corten steel on a concrete base. In 2009, *Stiff Loops* was moved to the southeast corner of the ZSFG campus to make way for the construction of the new acute care facility.⁵

The following is added to the first paragraph under “Non-Contributing District Features Within or Near the B/C Lot” on page 4.3-12 of the Draft EIR:

In addition to the B/C Lot itself, the former Main Hospital, completed in 1976 in a modern Brutalist architectural style, is a non-contributor to the SFGH District. The steel sculpture, *Stiff Loops*, has not been identified as a contributing feature of the District, but is nonetheless an important piece of public art. This sculpture was relocated to its current position at the southeastern corner of the campus in 2009.

The following is added before “Impacts of the Expanded Parking Garage” on page 4.3-29 of the Draft EIR:

Impacts to Public Art

As described in Chapter 3, *Project Description*, the large, steel sculpture entitled *Stiff Loops* would be relocated from its current location in the southeast corner of the campus to another place on the ZSFG campus in order to avoid any potential construction

⁵ Art and Architecture-San Francisco, www.artandarchitecture-sf.com/tag/gerald-walburg, accessed March 2, 2015.

conflicts between this sculpture and the proposed loading zone and driveway on the east side of the proposed research building. Relocation would occur in coordination with ZSFG and the San Francisco Arts Commission. Although *Stiff Loops* has not been identified as a contributor to the SFGH Historic District, it is nonetheless being treated as an important work of public art that would be relocated to avoid construction conflicts and retained on the ZSFG campus. For these reasons, the proposed project would have no impact on public art.

Mitigation: None required.

Chapter 4, Transportation and Traffic

The following is added to Mitigation Measures TR-1 and TR-2 on pages 4.7-24 and 4.7-26, respectively, of the Draft EIR:

UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.

Mitigation Measure TR-3 on page 4.7-26 of the Draft EIR is revised as follows:

Mitigation Measure TR-3: Implement Additional TDM Strategies to Reduce Single Occupancy Vehicle Trips.

UCSF and DPH shall each pursue potential TDM measures that they can feasibly implement targeted at reducing Single Occupancy Vehicle (SOV) trips to and from ZSFG. UCSF and DPH staff have worked collaboratively with transportation consultants, the SFMTA, and other City departments to identify a list of potential TDM strategies in addition to those already in place. The implementation of this mitigation measure could improve traffic operations in the immediate vicinity of ZSFG, including at Potrero Avenue / 24th Street by reducing SOV trips to and from ZSFG. Additionally, implementation of other TDM strategies not included in this list would have a similar effect of reducing SOV trips to and from ZSFG.

As outlined in Section 2.2 (of the TIS), UCSF and DPH each already have TDM plans in place and an internal planning process with UCSF, DPH, the SFMTA, and transportation consultants will yielded a list of potential TDM strategies that UCSF and DPH could pursue in addition to those already in place. A combination of these measures could potentially reduce single-occupant vehicle (SOV) trips for UCSF and DPH employees. To accomplish this goal, UCSF and DPH shall coordinate and each implement the following policies to the extent feasible:

- Parking Policy/Pricing
 - Adjust hourly parking rate structure to discourage all-day parking and provide spaces for patients/visitors (Parking Authority)
 - In order to discourage driving, increase hourly and monthly parking rates to be more in line with prevailing San Francisco market rates (Parking Authority)

- Transit and Shuttle Systems
 - Expand UCSF and DPH Shuttle Service to Caltrain, Transbay Transit Terminal (applies to UCSF and DPH; would require coordination with SFMTA)
 - Maintain a dialogue with SFMTA regarding ZSFG’s strong desire to see that the transit connection between the Mission District and the ZSFG campus remains (applies to UCSF and DPH; would require coordination with SFMTA)
 - Allow patients/visitors to ride DPH Shuttle and advertise the shuttle as a last-mile option (applies to DPH)
 - Expand additional last-mile service by alternate means, including reimbursing employees for ~~Transportation Network Company (TNC), e.g., Lyft, Uber, and taxi use~~ or ride hail companies as a bridge from transit stations (applies to DPH; ~~would require coordination with SFMTA as well as a joint effort from UCSF, DPH, and SFMTA to study the effective use of TNCs as a “last-mile” alternative~~).
 - Add Bike racks on DPH shuttles (applies to DPH)
- Commute Vehicle Trip Reduction
 - Hire a TDM Program Manager for ZSFG to meet modal goals (applies to DPH)
 - Expand number of car share vehicles on-site (applies to DPH)
 - Create more robust carpool matching program (applies to UCSF and DPH)
 - Create a vanpool service or coordinate with the existing UCSF vanpool (applies to DPH)
 - Provide showers and locker facilities on campus and in the new UCSF Research Building (applies to UCSF and DPH)
 - Install Bay Area Bike Share Station on campus (applies to DPH)
 - Install transportation kiosk(s) overseen by the new TDM Program Manager (applies to DPH)
 - Advertise existing pre-tax commuter accounts (applies to UCSF and DPH)
 - Promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles (applies to DPH)
 - Provide signage indicating the location of bicycle parking at points of access (applies to DPH)
 - Facilitate access to carshare spaces through on-site garage (applies to DPH)

Additional TDM strategies that were considered as part of the internal planning process, but rejected as infeasible or otherwise not recommended include the following:

- Providing traffic calming measures: The Department of Public Works is planning a streetscape improvement project for Potrero Avenue to coincide with their repaving schedule. The project will include traffic calming measures.
- Reimbursing employees who do not drive to work: ZSFG does not have parking spaces available for every subsidized employee. Because employees cannot expect

to have a parking space due to limited supply, ZSFG is therefore not required to offer a cash-out policy for employees who do not use a parking space. Additionally, enforcing this measure properly to curtail potential abuse would require diverting resources from the mission of ZSFG.

- Working with the SFMTA to expand Residential Area Parking Permit Zones: The residential permit process is a resident-driven process. The SFMTA has the ability to unilaterally legislate the change, but they do not exercise this right. Rather, they wait until the neighborhood has organized support for it.

The conclusion to Impact TRAF-2 on page 4.7-27 of the Draft EIR for the proposed project is revised as follows:

Significance after Mitigation: Significant and Unavoidable. Mitigation Measure TR-1 would reduce the impact at Potrero Avenue / 24th Street to less than significant, but UCSF and DPH do not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time. The effectiveness of Mitigation Measure TR-2 to reduce the impact at Potrero Avenue / 24th Street to less than significant is not known given the uncertainty over the volume of vehicles choosing to exit the northern egress, and UCSF does not have the authority to implement it without SFMTA's approval and assistance, which is unknown at this time. While Mitigation Measure TR-3 can reduce traffic impacts, even full implementation of TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection. Further, the effectiveness of Mitigation Measure TR-3 to reduce the impact at Potrero Avenue / 24th Street to less than significant is not known, as it is dependent on the amount, mixture, and schedule of feasible measures implemented by UCSF and DPH. For the above-stated reasons, the traffic impact at the intersection of Potrero Avenue / 24th Street due to the proposed project would therefore still be considered *significant and unavoidable*.

The conclusion to Impact TRAF-2 on page 4.7-28 for the Variants is revised as follows:

Significance after Mitigation: Significant and Unavoidable. Because Mitigation Measures TR-1 and TR-2 cannot be implemented without SFMTA's approval and assistance. However, implementation of the full suite of TDM strategies identified in Mitigation Measure TR-3 would reduce the severity of the impact at Potrero Avenue / 24th Street under Variants 1 to 3 (though the impact would remain significant), and would reduce the impact to less than significant under Variant 4 (No Garage Expansion), and the effectiveness of TR-3 is not known, as it is dependent on factors including the schedule, structure, and how much UCSF employees are charged to park on campus, the traffic impact at the intersection of Potrero Avenue / 24th Street due to the project Variants would be considered *significant and unavoidable*.

The following is added to the first paragraph on page 4.7-29 of the Draft EIR:

The new criterion identifies thresholds of significance and screening criteria used to determine if a land use project would result in significant impacts under the VMT metric. For development projects, a project would generate substantial additional VMT if it exceeds the regional VMT per capita or employee for the particular use (i.e., residential, retail, or office) less 15 percent. OPR's proposed transportation impact guidelines state a

project would cause substantial additional VMT if it exceeds both the existing City household VMT per capita minus 15 percent and existing regional household VMT per capita minus 15 percent. In San Francisco, the City's average VMT per capita is lower (8.4) than the regional average (17.2). Therefore, the City average is irrelevant for the purposes of the analysis. This approach is consistent with Public Resources Code Section 21099 and the thresholds of significance for other land uses recommended in OPR's proposed transportation impact guidelines.

On a national level, research has shown that increasing the ratio of parking spaces to area residents can result in an increase in auto mode share of up to 30% (McCahill et al., 2015). Recent intercept surveys conducted for the San Francisco Planning Department, found that individuals were 40 to 60% less likely to travel by automobile than individuals with dedicated parking spaces and thus generated less VMT. These results were found for both office and residential uses (Schuett et al., 2015; City of San Francisco white paper). They also generally correspond to an absolute difference in auto mode share of around 30 percentage points – the same relationship found nationally by McCahill et al.

The following sentence is added to the last paragraph of page 4.7-33 and to the second paragraph of page 4.7-35 of the Draft EIR:

UCSF will also coordinate with the SFMTA on the ultimate driveway design of the proposed project to ensure that it incorporates safety best practices, including design that promotes safety and minimizes conflicts between modes.

Chapter 6, Alternatives

The second sentence under “Transportation and Traffic” on page 6-8 of the Draft EIR is revised as follows:

However, implementation of the full suite of TDM strategies identified in Mitigation Measure TR-3 would result in an acceptable LOS D at this intersection, thereby reducing the impact to less-than-significant ~~the impact would still be considered significant.~~

The following sentence is added to the last paragraph on page 6-8:

With mitigation Alternative 3 also would reduce the impact to less-than-significant, but it would not meet any of the project objectives for the parking garage expansion.

Appendix C, Transportation Impact Study

A letter report containing the results of the employee surveys is added to the Transportation Impact Study (Appendix C of the Draft EIR): *Priscilla Chan and Mark Zuckerberg San Francisco General Hospital Employee Travel Survey Results – 2015.*

● CHAPTER 9

Mitigation Monitoring and Reporting Program

9.1 Introduction

When approving projects with mitigation measures that if implemented would avoid or lessen significant impacts, the California Environmental Quality Act (CEQA) requires public agencies to adopt monitoring and reporting programs or conditions of project approval to mitigate or avoid the identified significant effects (Public Resources Code Section 21081.6(a)(1)). A public agency adopting measures to mitigate or avoid the significant impacts of a proposed project is required to ensure that the measures are fully enforceable, through permit conditions, agreements, or other means (Public Resources Code Section 21081.6(b)). The mitigation measures required by a public agency to reduce or avoid significant project impacts not incorporated into the design or program for the project may be made conditions of project approval as set forth in a Mitigation Monitoring and Reporting Program (MMRP). The program must be designed to ensure project compliance with mitigation measures during project implementation.

The MMRP includes the mitigation measures identified in the UCSF Research Building and City Parking Garage Expansion at ZSFG EIR, which are required to address the significant impacts associated with the proposed project. The required mitigation measures are summarized in this MMRP; the full text of the impact analysis and mitigation measures are presented in the Final EIR (August 2016). This table also includes mitigation measures identified in the Initial Study, which is included as Appendix A of the Final EIR.

9.2 Format

The MMRP is organized in a table format (see Table 9-1), keyed to each significant impact and each mitigation measure. Only mitigation measures adopted to address significant impacts are included in this program. Each mitigation measure is set out in full, followed by a tabular summary of monitoring requirements. The column headings in the tables are defined as follows:

- **Environmental Impact:** This column presents the environmental impacts identified in the EIR.
- **Mitigation Measures:** This column identifies the mitigation measures associated with the impacts identified in the EIR.
- **Implementation Procedure:** This column identifies the procedure for implementing each mitigation measure.

- **Responsible Unit:** This column contains an assignment of responsibility for the implementation, monitoring and reporting tasks for the mitigation measure and identifies any regulatory agency approval needed.
- **Report Mechanism:** This column refers to the outcome from implementing the mitigation measure.

9.3 Enforcement

Under the proposed project, UCSF would develop the research building on the B/C Lot site, and if there is an expansion of the ZSFG parking garage, the Parking Authority would be responsible for its development. If the proposed UCSF research building is approved, the MMRP would be adopted by the Regents. Therefore, all mitigation measures applicable to the UCSF research building for significant impacts must be carried out by the designated public agency in order to fulfill the requirements of approval. A number of the mitigation measures would be implemented during the course of the development review process. These measures would be checked on plans, in reports, and in the field prior to construction. Most of the remaining mitigation measures would be implemented during the construction or implementation of the project. If the proposed City parking garage expansion at ZSFG is pursued and approved, implementation and enforcement of mitigation measures related to construction and operation of the parking garage expansion would be adopted by the Parking Authority and City and County of San Francisco approving bodies as applicable, which may include the Board of Supervisors, Planning Commission, Public Health Commission and Department of Public Health (DPH), San Francisco Municipal Transportation Agency (SFMTA), San Francisco Public Works (SFPW), and Building Department.

**TABLE 9-1
MITIGATION MONITORING AND REPORTING PROGRAM**

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Aesthetics (from Initial Study)				
Would the project create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	AES-1: UCSF shall require a condition in construction contracts that flood or area lighting for construction activities be placed and directed so as to avoid potential disturbances to adjacent residences, Building 5 nighttime uses, or other uses.	Issue instructions to construction contractors to incorporate flood lighting restrictions in construction contracts. Require construction contractors to document how flood and area lighting measures are addressed and incorporated. Review construction plans for the placement and direction of flood and area lighting to ensure disturbances to adjacent residences are avoided.	UCSF Project Manager and Construction Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage) ¹	Review construction contracts prior to execution to ensure restrictions are in the contract. Monitor project sites during construction to verify appropriate placement of flood and area lighting and provide written report to verify compliance with this mitigation measure.
	AES-2: Minimize light and glare resulting from the new research building and garage expansion through the orientation of the building, use of landscaping materials, and choice of primary façade materials. Design standards and guidelines to minimize light and glare shall include: <ul style="list-style-type: none"> • Reflective metal walls and mirrored glass walls shall not be used as primary building materials for façades. • Illuminated building signage shall be consistent with the more stringent of City Planning Code sign standards for illumination and/or UCSF design guidelines. • Exterior light fixtures shall be configured to emphasize close spacing and lower intensity light. Light fixtures shall use luminaries that do not direct the cone of light towards nearby campus structures and off-campus structures. • Design parking structure lighting to minimize off-site glare, consistent with the existing parking structure. 	Issue instructions to design teams to incorporate design standards in all project plans and designs. Require architects and design professionals to document how design standards are addressed and incorporated. Review project plans to ensure that such features have been incorporated in the design to address the impacts.	UCSF Project Manager and Design Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage)	Ensure project incorporates design standards prior to final project approval. After construction, the Project Manager shall provide written verification to the Monitor for the contract bid ² that design standards have been incorporated to address the impacts.

¹ Mitigation measures applicable to construction of the parking garage expansion would be carried out by the San Francisco department overseeing the construction contract unless otherwise stated.

² Documentation of compliance with mitigation measures applicable to construction of the parking garage expansion also would be submitted to the City's ERO by the San Francisco department overseeing the construction contract.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Air Quality				
<p>AQ-1: The proposed project and its variants would result in increased emissions of dust and criteria air pollutants during demolition and construction activities.</p>	<p>AQ-1: Best Management Practices for Controlling Particulate Emissions during Construction of Research Building.</p> <p>The following BAAQMD Best Management Practices for particulate control will be required for all construction activities related to the research building (BAAQMD, 2012). These measures will reduce particulate emissions primarily during soil movement, grading and demolition activities but also during vehicle and equipment movement on unpaved project sites</p> <ol style="list-style-type: none"> 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. 3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 mph. 5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, § 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. <p>Post a publically visible sign with the telephone number and person to contact at UCSF regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD's telephone number shall also be visible to ensure compliance with applicable regulations.</p>	<p>Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will prepare a construction air pollution control strategy to report on the implementation of the mitigation measure.</p>	<p>UCSF Project Manager and Construction Teams</p> <p>Construction activities related to the Parking Garage would be subject to the requirements of the City's Construction Dust Control Ordinance</p>	<p>Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provision for construction air pollution control. Provide a report on construction air pollution control strategies and report to Monitor for the contract bid upon request, but no less than quarterly after beginning each construction phase.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Air Quality (cont.)				
AQ-3: Construction and operation of the proposed project would generate toxic air contaminants, including diesel particulate matter, and could expose sensitive receptors to substantial air pollutant concentrations.	<p>Mitigation Measure AQ-3: Construction Exhaust Emissions Reduction Measures during Construction of Research Building.</p> <p>The construction contractor shall implement the following measures during construction of the research building to further reduce construction-related exhaust emissions:</p> <p>All off-road equipment greater than 25 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:</p> <ol style="list-style-type: none"> Where access to alternative sources of power are available, portable diesel engines shall be prohibited; and All off-road equipment shall have: <ol style="list-style-type: none"> Engines that meet or exceed either USEPA or CARB Tier 2 off-road emission standards, and Engines that are retrofitted with a CARB Level 3 Verified Diesel Emissions Control Strategy. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such are available. 	Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will ensure that off-road construction equipment complies with emissions standards listed in the mitigation measure.	UCSF Project Manager and Construction Teams	Provide written verification in report form to the Monitor for the contract bid to certify that off-road construction equipment complies with emission standards. Provide a report on construction air pollution control strategies and report to Monitor upon request, but no less than quarterly after beginning each construction phase.
AQ-5: The proposed project could conflict with, or obstruct implementation of, the 2010 Clean Air Plan.	Implement Mitigation Measure AQ-1 and AQ-3.	See Mitigation Measure AQ-1 and AQ-3.	See Mitigation Measure AQ-1 and AQ-3.	See Mitigation Measure AQ-1 and AQ-3.
Biological Resources (from Initial Study)				
Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<p>BIO-1: Nesting Bird Protection Measures.</p> <p>Should construction activities commence during the bird nesting season (February 15 through August 15), UCSF shall retain a qualified biologist to conduct preconstruction nesting bird surveys in surrounding habitat for nesting birds. UCSF shall implement specific measures to avoid and minimize impacts on nesting birds including, but not limited to, those described below:</p> <ul style="list-style-type: none"> To avoid and minimize potential impacts on nesting raptors and other birds, preconstruction surveys shall be performed not more than two weeks prior to initiating vegetation removal and/or construction and demolition activities during the breeding season (i.e., February 15 through August 15). 	Issue instructions in the bid package for project managers and contractors to incorporate the mitigation measure. The successful construction project team will work with a qualified biologist to conduct preconstruction surveys, as specified, and report on biological resource avoidance procedures to implement the mitigation measure.	UCSF Project Manager and Design Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage)	Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provision for biologist to prepare preconstruction surveys. Review preconstruction surveys to determine if buffer zones are required. If so, inspect construction site periodically to ensure that buffer zones are in place and observed. Provide a report on implementation of biological resource avoidance procedures and report to Monitor prior to the start of construction or tree removal activities.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Biological Resources (from Initial Study) (cont.)				
	<ul style="list-style-type: none"> To avoid and minimize potential impacts on nesting raptors and other birds, a no-disturbance buffer zone shall be established around active nests during the breeding season until the young have fledged and are self-sufficient, when no further mitigation would be required. Typically, the size of individual buffers ranges from a minimum of 250 feet for raptors to a minimum of 50 feet for other birds but can be adjusted based on an evaluation of the site by a qualified biologist in cooperation with the USFWS and/or CDFW. Birds that establish nests after construction starts are assumed to be habituated to and tolerant of the indirect adverse impacts resulting from construction noise and human activity. However, direct take of nests, eggs, and nestlings is still prohibited and an appropriate buffer shall be established around the nest according to species and proximity to project activities in order to avoid nest abandonment or destruction, as determined by a qualified biologist. If construction or demolition activities ceases for a period of more than two weeks, or vegetation removal is required after a period of more than two weeks has elapsed from the preconstruction surveys, then new nesting bird surveys shall be conducted. 			
	<p>BIO-2: Bird-Safe Building Treatments.</p> <ul style="list-style-type: none"> Employ glazing options such as use of fritted glass, Dichroic glass, etched glass, translucent glass, or glass that reflects ultraviolet light in appropriate portions of the building façade. Any feature-related hazards, such as freestanding glass walls, glass wind barriers, or transparent building corners, must have 100% of the glass on the feature-related hazards treated with these glazing options. Minimize light and glare through the orientation of the building, use of landscaping materials, shielded lighting, and choice of primary façade materials. The building design shall prohibit use of reflective metal walls and mirrored glass walls as primary building materials for façades. 	<p>Issue instructions to design team to incorporate bird-safe building treatments in building design.</p> <p>Require architects and design professionals to document use of bird-safe treatments and review project plans to ensure that such features have been incorporated in the design.</p>	<p>UCSF Project Manager and Design Teams (Research Building)</p> <p>Parking Authority and City and County of San Francisco (Parking Garage)</p>	<p>Verify that project incorporates treatments prior to final project approval. After construction, the Project Manager shall provide written verification to the Monitor for the contract bid that treatments were installed according to the design.</p>

**TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources				
<p>CP-1: Construction of the proposed project could cause a substantial adverse change in the significance of the SFGH Historic District, a historical resource as defined in Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code.</p>	<p>CP-1: Design Guidelines for the Research Building.</p> <p>The design of the proposed research building shall adhere to the following design guidelines.</p> <p>Siting</p> <ol style="list-style-type: none"> 1. The west elevation of the building should be generally parallel to the north-south entry road that bisects the campus. At the ground level, the setback of the building from this north-south road should be similar in extent to the setbacks from this road exhibited by Building 1/1A/1B/1C, Building 9, Building 10/20, and Building 30/40. 2. In keeping with the site's urban setting, the south elevation of the building should be generally rectilinear and parallel to Twenty-Third Street. <p>Height, Scale and Massing</p> <ol style="list-style-type: none"> 1. The height of the building should be kept at or below the 85-foot-height of Buildings 10/20 and 30/40. This height is exclusive of rooftop mechanical equipment, assuming such equipment is sufficiently setback and differentiated in material that is does not "read" as a vertical extension of the façade. 2. The façades of the new building should have a vertical orientation that is underscored by bays at the building corners that project relative to the central portions of the façades. 3. Blank, mirrored, or opaque facades should be avoided. 4. On the south and west façades, architectural elements should be used to divide the façades into intervals similar to those found elsewhere in the District, including Building 9 and the Building 30/40 "finger wards." This could be accomplished through a variety of means, including the use of bays, setbacks, horizontal belt courses, and/or changes in material or ornamentation. <p>Materials and Cladding</p> <ol style="list-style-type: none"> 1. Given the prevalence of brick within the SFGH Historic District, the use of masonry (including brick and terra cotta) exclusively or in combination with other compatible exterior cladding materials is encouraged. Masonry should be a prominent material if used in combination with other materials. 	<p>Issue instructions to design team to incorporate design guidelines in project plan.</p> <p>Require architects and design professionals to document how design standards are addressed and incorporated. A qualified architectural historian will review the project plan to ensure that such features have been incorporated in the design.</p>	<p>UCSF Project Manager and Design Teams</p>	<p>Ensure project incorporates design standards prior to final project design approval. After construction, the Project Manager shall provide written verification to the Monitor for the contract bid that design standards have been incorporated.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-1 (cont.)	<p>2. New construction should use materials in a manner that creates details and textures that draw from the District and that give the building a three-dimensional character. Monolithic wall treatments should be avoided.</p> <p>Windows</p> <p>1. Fenestration patterns and proportions, as well as the percent of the façade devoted to fenestration, should be consistent with the District, especially adjacent contributory buildings (Buildings 9 and 30/40). Building 9 features recessed, double-hung, wood sash windows of either round arched or rectangular shape that are arranged singly and in pairs. Building 30/40 exhibits a variety of window types. Most of the building's windows are recessed, double-hung, wood sash windows of round arched or rectangular shape that are arranged either singly or in groups of three. The fifth floor (added in 1931) features wood sash, paired casement windows surmounted by arched transom and separated by terra cotta colennettes. The chamfered, east-facing bays of the building feature rectangular, wood sash, paired casement windows surmounted by rectangular transoms. These windows are arranged singly, in pairs and in groups of four. Accordingly, use of recessed, punched windows on at least substantial portions of the building exterior is encouraged. Uninterrupted expanses of full-height glazing should be avoided. Arranging windows into bands of two, three or more is encouraged.</p> <p>2. In keeping with the District contributors, windows should have a vertical orientation. Use of rectangular windows and/or round arched windows is encouraged.</p> <p>Street Frontage</p> <p>1. The south façade of the building should incorporate at least one prominent pedestrian entry.</p> <p>Site Features</p> <p>1. The brick Guardhouse and Gate Pillar should be retained in their current location. If temporary relocation is necessary to accommodate construction, a Historic Architect satisfying the Secretary of the Interior's Professional Qualifications Standards should be engaged to oversee the temporary relocation and reinstallation of these historic resources.</p>			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-1 (cont.)	<p>2. The brick and metal fence along the southern edge of the site should be retained in its current location. If temporary relocation of any portion of the fence is necessary to accommodate construction, a Historic Architect satisfying the Secretary of the Interior's Professional Qualifications Standards should be engaged to oversee the temporary relocation and reinstallation of this historic resource.</p> <p>3. A conservator well-versed in the assessment of historic fountains and related statuary should be engaged to evaluate the feasibility of relocating the fountain, which exhibits noticeable wear and may be constructed of fairly porous cement.</p> <p>4. If deemed feasible, the fountain should be moved to a location elsewhere within the SFGH Historic District that reflects the character and prominence of its original location within the grass lawn courtyard of the Tubercular Ward (the fountain should not be located between parking spots). Accordingly, the fountain should be relocated to an area south or west of the proposed building, where it can continue its current use as a planter.</p>			
CP-2: Construction of the proposed project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.	<p>CP-2: Archeological Research Design, Testing and Evaluation Plan, Archeological Monitoring Program and/or Archeological Data Recovery Program</p> <p>Archeological Research Design, Testing, and Evaluation Plan. Because archeological resources may be present within the C-APE for both the B/C Lot and the parking garage expansion site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on archeological resources.</p> <p>UCSF shall retain the services of an archeological consultant to prepare and implement an Archeological Research Design, Testing, and Evaluation Plan (ARDTEP) prior to project construction of the research building. The City shall similarly retain the services of an archeological consultant to prepare and implement a separate ARDTEP prior to construction of the parking garage expansion.</p> <p>Each ARDTEP will guide fieldwork and help to determine if identified archeological remains qualify as significant. Each ARDTEP shall be prepared by professionals who meet the Secretary of the Interior's Professional Qualifications Standards in historical archeology, prehistoric archeology, and history</p>	<p>Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will demonstrate knowledge of procedures and requirements when archaeological resources are discovered during construction activities.</p>	<p>UCSF Project Manager and Design Teams (Research Building)</p> <p>Parking Authority and City and County of San Francisco (Parking Garage)</p>	<p>Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provisions for implementation of mitigation measure if archaeological resources are discovered during construction activities. Provide construction status report to Monitor upon request.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>(36 CFR Part 61)³, and shall be reviewed and approved by UCSF for the research building site and the City's Environmental Review Officer (ERO) for the garage expansion site.</p> <p>Each ARDTEP shall address and ensure the following: (1) a geoarcheological landscape approach to identify potential presence of paleosols that may have provided living surfaces for prehistoric populations; (2) the appropriateness of specific protocols for the identification and evaluation of paleosol deposits; (3) the full exposure, documentation, and recordation of the former residences, businesses, and hospital related outbuildings; and (4) appropriate field investigation strategies for the identification and evaluation of other types of historical archeological deposits and/or features (e.g., burned structural/building contents debris, artifact filled privies, etc.).</p> <p>At a minimum, the <i>research design</i> component of each ARDTEP shall contain the following sections:</p> <ul style="list-style-type: none"> • Introduction and Purpose • Project Location and Description • Regulatory Context • Methods and Sources • Holocene Landscape Evolution • Prehistory and Ethnography • History • Previous Archeological Research <ul style="list-style-type: none"> – Prehistoric Archeology – Historical Archeology • Archeological Research Design • Geoarcheology • Archival and Oral History Research <ul style="list-style-type: none"> – Block Histories by Address – Research Context: Prehistoric Archeology – Research Themes and Issues – Data Requirements 			

³ Secretary of the Interior. Standards and Guidelines for Archeology and Historic Preservation, Professional Qualifications Standards.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<ul style="list-style-type: none"> – Property Types: Prehistoric Archeology – Archeological Sensitivity: Prehistoric • Research Context: Historical Archeology <ul style="list-style-type: none"> – Research Themes and Issues – Data Requirements – Property Types: Historical Archeology – Archeological Sensitivity: Historical Archeology <p>At a minimum, the <i>testing component</i> of each ARDTEP will contain the following sections:</p> <ul style="list-style-type: none"> • Introduction and Purpose • Test Areas and their Potential Significance Fieldwork Methods • Hazardous Materials, Health, and Safety • Treatment of Human Remains and Burial Goods Public Involvement • Laboratory Work <ul style="list-style-type: none"> – Laboratory Methods • Archeological Evaluation Plan: Evaluation Procedures and Criteria Integrity • Infield Evaluation Post-field Evaluation • Reporting and Dissemination of Results <ul style="list-style-type: none"> – Public Outreach • Curation <p>Each ARDTEP will be used to inform decisions regarding project design, and will be carried out prior to project construction.</p> <p>At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to UCSF for the research building site and the City or its designated representative for the garage expansion site. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, UCSF and the City or its designated representative in consultation with the archeological consultant shall determine if additional measures are warranted for each respective site. Additional measures that may be undertaken include additional</p>			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of UCSF for the research building site and the City or its designated representative for the garage expansion site. If UCSF determines that a significant archeological resource is present on the research building site, or the City or its designated representative determines that a significant archeological resource is present on the garage expansion site, and that the resource could be adversely affected by the proposed project, at the discretion of UCSF or the City either:</p> <ul style="list-style-type: none"> • The proposed research building or garage expansion shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or • A data recovery program shall be implemented, unless UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible. <p>Consultation with Descendant Communities. On discovery of an archeological site⁴ associated with descendant Native Americans, the Overseas Chinese, or other descendant group on the research building site or garage expansion site, an appropriate representative⁵ of the descendant group and UCSF (for the research building site) and the City or its designated representative (for the garage expansion site) shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the sites and to consult with UCSF regarding the research building site, and the City or its designated representative for the garage expansion site, regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report shall be provided to the representative of the descendant group.</p>			

⁴ By the term "archeological site" is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.

⁵ An "appropriate representative" of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America. An appropriate representative of other descendant groups should be determined in consultation with the Department archeologist.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>Archeological Monitoring Program. If UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented, the archeological monitoring program for each respective site shall minimally include the following provisions:</p> <ul style="list-style-type: none"> • The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall meet and consult on the scope of the archeological monitoring program (AMP) reasonably prior to any project-related soils disturbing activities commencing. UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils- disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context; • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource; • The archeological monitor(s) shall be present on each respective project site according to a schedule agreed upon by the archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) until UCSF or the City or its designated representative has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits; • The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis; • If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to 			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>temporarily redirect demolition/excavation/pile driving/ construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). The archeological consultant shall immediately notify UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to UCSF or the City or its designated representative, respectively.</p> <ul style="list-style-type: none"> Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). <p>Archeological Data Recovery Program. If UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) in consultation with the archeological consultant determines that an archeological data recovery program shall be implemented, the archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site). The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the</p>			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.</p> <p>The scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> • Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations. • Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures. • Discard and Deaccession Policy. Description of and rationale for field and post-field discard and deaccession policies. • Interpretive Program. Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program. • Security Measures. Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities. • Final Report. Description of proposed report format and distribution of results. • Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. <p>Human Remains and Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site), and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The</p>			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-2 (cont.)	<p>agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.</p> <p>Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by UCSF (for the research building site) or the City or its designated representative (for the garage expansion site), copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and UCSF (for the research building site) or the City or its designated representative (for the garage expansion site) shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR (for the garage expansion site) along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the City or its designated representative may require a different final report content, format, and distribution than that presented above for the garage expansion site.</p>			
CP-3: Construction of the proposed project could disturb any human remains, including those interred outside of formal cemeteries.	Implement Mitigation Measure CP-2.	See Mitigation Measure CP-2.	See Mitigation Measure CP-2.	See Mitigation Measure CP-2.
CP-4: Construction of the proposed project could cause a substantial adverse change in the significance of a tribal cultural resource as defined in PRC Section 21074.	Implement Mitigation Measure CP-2.	See Mitigation Measure CP-2.	See Mitigation Measure CP-2.	See Mitigation Measure CP-2.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
<p>CP-5: Construction of the proposed project could directly or indirectly destroy a unique paleontological resource or site, or a unique geologic feature.</p>	<p>CP-5: Inadvertent Discovery of Paleontological Resources.</p> <p>The following measures shall be implemented should construction result in the accidental discovery of paleontological resources:</p> <p>To reduce the potential for the proposed project to result in a significant impact on paleontological resources, UCSF (for the research building site) or and the Planning Department (for the garage expansion site) shall arrange for a paleontological training by a qualified paleontologist regarding the potential for such resources to exist in the project site and how to identify such resources. The training could consist of a recorded presentation of the initial training that could be reused for new personnel. The training shall also include a review of penalties for looting and disturbance of these resources. An alert sheet shall be prepared by the qualified paleontologist and shall include the following:</p> <ol style="list-style-type: none"> 1. A discussion of the potential to encounter paleontological resources. 2. Instructions for reporting observed looting of a paleontological resource; and instructions that if a paleontological deposit is encountered within a project area, all soil disturbing activities in the vicinity of the deposit shall cease and UCSF (for the research building site) or the Planning Department (for the garage expansion site) shall be notified immediately. 3. Who to contact in the event of an unanticipated discovery. <p>If potential fossils are discovered by construction crews, all earthwork or other types of ground disturbance within 50 feet of the find shall stop immediately until the qualified professional paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. The paleontologist may also propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations shall be consistent with the Society of Vertebrate Paleontology 2010 guidelines and currently accepted scientific practice, and shall be subject to review and approval by UCSF (for the research</p>	<p>Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will demonstrate knowledge of procedures and requirements when paleontological resources are discovered during construction activities.</p>	<p>UCSF Project Manager and Design Teams (Research Building)</p> <p>Parking Authority and City and County of San Francisco (Parking Garage)</p>	<p>Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provisions for implementation of mitigation measure if paleontological resources are discovered during construction activities. Provide construction status report to Monitor upon request.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Cultural Resources (cont.)				
CP-5 (cont.)	building site) or the City or designee (for the garage expansion site). If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection, and may also include preparation of a report for publication describing the finds. UCSF (for the research building site) or the City (for the garage expansion site) shall be responsible for ensuring that treatment is implemented and reported. If no report is required, UCSF or the City shall nonetheless ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.			
Greenhouse Gas Emissions				
GHG-1: The proposed project and its variants would result in an increase in greenhouse gas emissions.	<p>GHG-1: Construction-Related GHG Reduction Measures during Construction of Research Building.</p> <p>The following BAAQMD-suggested measures shall be implemented during demolition and construction activities related to the research building:</p> <ul style="list-style-type: none"> • Use alternative fueled (e.g., biodiesel, electric) construction vehicles/equipment where feasible; • Use locally sourced building materials for at least 10% of overall materials brought to site; and • Recycle or reuse at least 50% of construction waste or demolition materials. 	Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will prepare a construction GHG reduction strategy to report on the implementation of the mitigation measure.	<p>UCSF Project Manager and Construction Team (Parking Garage)</p> <p>Construction activities related to the Parking Garage would be subject to the requirements of the City's Clean Construction Ordinance and would require preparation of a Construction and Demolition Debris Management Plan in accordance with the Green Building Requirements for City Buildings (San Francisco Environment Code, Chapter 7)</p>	Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provision for construction air pollution control. Provide a report on construction GHG reduction strategies and report to Monitor upon request, but no less than quarterly after beginning each construction phase.
Hazards and Hazardous Materials (from Initial Study)				
Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	HAZ-1a: A Subsurface Investigation (SI) Work Plan shall be prepared and implemented in accordance with San Francisco Health Code Article 22A and Building Code Section 106A.3.2.4. The Plan shall be prepared by a qualified consultant to characterize subsurface soils and groundwater, if applicable, that would be disturbed by construction activities. The plan shall detail the soil sampling and analysis efforts to adequately profile the site soils. Compliance with this plan shall be a condition of the construction contract for the project.	Issue instructions in the bid package of the Parking Garage construction contract to prepare a Subsurface Investigation Work Plan in accordance with San Francisco Health Code Article 22A and Building Code Section 106A.3.2.4.	<p>Parking Authority and City and County of San Francisco (Parking Garage)</p> <p>DPH – Bureau of Environmental Health (approves subsurface investigation work plan)</p>	Provide written verification in report form to the Monitor for the contract bid to certify that Subsurface Investigation Work Plan was prepared and implemented in accordance with San Francisco Health Code Article 22A and Building Code Section 106A.3.2.4.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Hazards and Hazardous Materials (from Initial Study) (cont.)				
	HAZ-1b: An Excavation Management Plan shall be prepared by a qualified consultant to guide all earthwork activities in the characterization of all soils that are targeted for offsite disposal. Compliance with this plan shall be a condition of the construction contract for the project. Based on the findings of the January 14, 2015 Iris Environmental In-Situ profiling and any subsequent findings on the garage site, excavated soils shall be isolated, protected from potential runoff, and sampled in accordance with the requirements of the receiving disposal facilities requirements.	Issue instructions in the bid package of construction contracts to prepare an Excavation Management Plan for soils targeted for offsite disposal.	UCSF Project Manager and Design Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage) DPH - Bureau of Environmental Health (approve excavation management plan)	Provide written verification in report form to the Monitor for the contract bid to certify that Excavation Management Plan was prepared and implemented.
Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Implement Mitigation Measures HAZ-1a and HAZ-1b.	See Mitigation Measures HAZ-1a and HAZ-1b.	See Mitigation Measures HAZ-1a and HAZ-1b. Applies only to City.	See Mitigation Measures HAZ-1a and HAZ-1b.
Noise				
NO-1: Construction of the proposed project could cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	NO-1: Construction Noise Control Measures. Contractors shall employ site-specific noise attenuation measures during construction to reduce the generation of construction noise to less than 10 dBA over existing noise levels. These measures shall be included in a Noise Control Plan that shall be submitted for review and approval by UCSF for construction of the research building and the City or its designated representative for the garage expansion to ensure that construction noise is reduced to the degree feasible. Measures specified in the Noise Control Plans and implemented during project construction shall include, at a minimum, the following noise control strategies: Equipment and trucks used for construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds). <ul style="list-style-type: none"> Construction equipment with lower noise emission ratings shall be used whenever possible, particularly for air compressors. 	Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will prepare a construction noise control plan to report on the implementation of the mitigation measure.	UCSF Project Manager and Design Teams (Research Building) Parking Authority and City and County of San Francisco (Parking Garage)	Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provisions for construction noise control. Provide a report on construction noise control to Monitor upon request, but no less than quarterly after beginning each construction activity.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Noise (cont.)				
NO-1 (cont.)	<ul style="list-style-type: none"> • Sound-control devices no less effective than those provided by the manufacturer shall be provided on all construction equipment. • Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures, such as use of drills rather than impact tools, shall be used where feasible. • Stationary noise sources such as material stockpiles and vehicle staging areas shall be located as far from adjacent receptors as possible. • Enclosures and mufflers for stationary equipment shall be provided, impact tools shall be shrouded or shielded, and barriers shall be installed around particularly noisy activities at the construction sites so that the line of sight between the construction activities and nearby sensitive receptor locations is blocked to the extent feasible. • Unnecessary idling of internal combustion engines shall be prohibited. • Construction-related vehicles and equipment shall be required to use designated truck routes to travel to and from the project sites as determined with consultation with the SFMTA as part of the permit process prior to construction. • The project sponsor shall designate a point of contact to respond to noise complaints. The point of contact must have the authority to modify construction noise-generating activities to ensure compliance with the measures above and with the San Francisco Noise Ordinance. 			

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic				
<p>TRAF-1: Construction of the proposed project could cause substantial adverse impacts to traffic flow, circulation and access as well as to transit, pedestrian, and parking conditions during demolition and construction activities.</p>	<p>IM-TR-1: Construction Coordination and Monitoring Measures.</p> <p>Traffic Control Plan for Construction. In order to reduce potential conflicts between construction activities and pedestrians, transit and autos during construction activities at ZSFG, UCSF shall require construction contractor(s) for the proposed Research Building to prepare a traffic control plan for major phases of project construction (e.g. demolition, construction, or renovation of individual buildings). UCSF and their construction contractor(s) will meet with DPH and relevant City agencies to coordinate feasible measures to reduce traffic congestion, including temporary transit stop relocations, and other measures to reduce potential traffic and transit disruption and pedestrian circulation effects during major phases of construction of the proposed Research Building. For any work within the public right-of-way, the contractor would be required to comply with the City of San Francisco's Regulations for Working in San Francisco Streets, which establish rules and permit requirements so that construction activities can be done safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. The Parking Authority would be responsible for approving and implementing the expanded 23rd Street Garage, and therefore would be responsible for coordinating with UCSF, DPH, and other City agencies before and during its construction.</p> <p>In the event that the construction timeframes of the major phases and other development projects adjacent to the ZSFG campus site overlap, including the 23rd Street garage expansion, UCSF and the City should coordinate with City Agencies through the Transportation Advisory Staff Committee (TASC) to minimize the severity of any disruption to adjacent land uses and transportation facilities from overlapping construction transportation impacts. UCSF and the City shall propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts, such as staggering start and end times, coordinated material drop offs, collective worker parking and transit to job site and other measures.</p> <p>Reduce SOV Mode Share for Construction Workers. In order to minimize parking demand and vehicle trips associated with construction workers for the proposed research building, UCSF and the City shall require the construction contractors to include in the Traffic Control Plan for Construction methods to encourage walking, bicycling, carpooling, and transit access to</p>	<p>Issue instructions in the bid package for contractors to incorporate the mitigation measure. The successful contractor will prepare a traffic control plan to reduce impacts from construction traffic and report on the implementation of the mitigation measure.</p>	<p>UCSF Project Manager and Design Teams (Research Building)</p> <p>Parking Authority and City and County of San Francisco (Parking Garage)</p> <p>SFMTA (approve traffic plans)</p>	<p>Provide written verification in report form to the Monitor for the contract bid to certify that selected bid includes provisions for traffic control plan (including plan to reduce construction worker SOV mode share, and to provide updates to adjacent residents). Provide a report on traffic control plan implementation to Monitor upon request; but no less than quarterly after beginning each construction activity.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic (cont.)				
TRAF-1 (cont.)	<p>the campus sites by construction workers in the coordinated plan. The SFMTA would be responsible for the development of this measure before and during the construction of the 23rd Street garage.</p> <p>Project Construction Updates for Adjacent Residents and Businesses. In order to minimize construction impacts on access for nearby residences, institutions, and businesses, UCSF and the City shall provide nearby residences and adjacent businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and lane closures via a newsletter and/or website.</p>			
TRAF-2: Development of the proposed project would increase traffic at intersections on the adjacent roadway network.	<p>TR-1: Restripe 24th Street at Potrero Avenue to Provide a Westbound Left-Turn Pocket.</p> <p>Restripe the westbound approach on 24th Street at Potrero Avenue as two lanes: a 10-foot-wide left-turn pocket approximately 50 feet in length and a 10-foot-wide shared through/right-turn lane. This would require the removal of three or four parking spaces on the southern side of 24th Street at the intersection of Potrero Avenue and the restriping of the eastbound lane adjacent to the removed parking spaces to be 12 feet wide. This mitigation measure would not include the addition of new signal phases or other alterations due to the existing timing plan, although the SFMTA may choose to do so as part of the mitigation measure.</p> <p>This mitigation measure would require that large trucks or buses making the northbound right-turn movement would sweep into the westbound left-turn lane. As such, the final design of this intersection should include placement of the stop bar on the westbound turn lane approximately one car length back from the current intersection to accommodate larger turning vehicles. UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.</p>	Implement proposed improvements to 24th Street at Potrero Avenue in accordance with the mitigation measures.	UCSF Project Manager and Design Teams SFMTA (approve restriping and removal of parking spaces)	<p>Completion of proposed improvements prior to opening of Research Building.</p> <p>Note: Mitigation Measure TR-1 would reduce the impact at Potrero Avenue / 24th Street to less than significant, but UCSF does not have the authority to implement it without SFMTA's approval and assistance.</p>
	<p>TR-2: Open 23rd Street exit of 23rd Street Garage during the PM Peak Period.</p> <p>Open the 23rd Street exit to the 23rd Street Garage to traffic at 3:00 PM instead of 6:00 PM. Currently, both the entrance and exit at 23rd Street are closed to vehicles from 6:00 AM to 6:00 PM. Opening the exit at 3:00 PM to coincide with a major hospital employee shift change would allow some vehicles to shift away from the 24th Street exit and thus improve the</p>	Implement proposed improvements in accordance with the mitigation measure.	UCSF Project Manager and Design Teams DPH (conduct education of employees) Parking Authority (approve 23rd Street parking garage exit operation)	<p>Completion of proposed improvements prior to opening of Research Building.</p> <p>Note: TR-2 would be implemented if TR-1 is not approved by SFMTA. The effectiveness of TR-2 to reduce the impact at Potrero Avenue / 24th Street to less than</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic (cont.)				
TRAF-2 (cont.)	<p>operating condition of the intersection of Potrero Avenue / 24th Street. It is not known how many people would use this exit if given the option; although there is only one exit lane, which would naturally limit the number of vehicles that can exit during this period. This analysis assumes that not enough vehicles would use this alternative exit to reduce the intersection impact to a less than significant level. In conjunction with the earlier opening of the 23rd Street exit, which would increase the amount of traffic on 23rd Street, the pedestrian crossing that connects the 23rd Street Garage to the east side of the West ZSFG Driveway should be improved. Although SFMTA staff would need to concur on a final design, this should include evaluation of signal phasing prior to implementation, and it could include shifting the eastern edge of the crosswalk to the east by ten feet in order to double the width of the crosswalk to 20 feet, repainting the crosswalk in the continental style to be more visible, and shifting the westbound 48 Quintara/24th Street in the same location 20 feet to the east to increase the visibility of pedestrians. Other potential measures to increase pedestrian visibility and reduce vehicle-pedestrian collision risks include the following measures as noted below:</p> <ul style="list-style-type: none"> • Consider converting intersection of Utah Street and 23rd Street to all-way stop controlled, • Signalize the ZSFG driveway and associated pedestrian crossing, • Add signage on Potrero Avenue directing vehicles to use 24th Street to reduce circling for visitors, • Increase employee education regarding appropriate pick-up and drop-off locations to minimize any additional double-parking at the corner of 23rd Street / San Bruno Avenue, which can obscure visibility of pedestrians, and • Coordinate with the appropriate enforcement agencies (SFMTA, SFPD) to increase pedestrian safety as well as reduce instances of double-parking. <p>UCSF and the City and County of San Francisco would contribute a proportional share to the costs of implementation of this mitigation measure.</p>		SFMTA (approve intersection and driveway control changes, pedestrian improvements, new signage)	significant is not known given the uncertainty over the volume of vehicles choosing to exit the northern egress, and UCSF does not have the authority to implement it without Parking Authority and SFMTA approval and assistance.

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic (cont.)				
TRAF-2 (cont.)	<p>TR-3: Implement Additional TDM Strategies to Reduce Single Occupancy Vehicle Trips.</p> <p>UCSF and DPH shall each pursue potential TDM measures that they can feasibly implement targeted at reducing SOV trips to and from ZSFG. UCSF and DPH staff have worked collaboratively with transportation consultants, the SFMTA, and other City departments to identify a list of potential TDM strategies in addition to those already in place. The implementation of this mitigation measure could improve traffic operations in the immediate vicinity of ZSFG, including at Potrero Avenue / 24th Street by reducing SOV trips to and from ZSFG. Additionally, implementation of other TDM strategies not included in this list would have a similar effect of reducing SOV trips to and from ZSFG.</p> <p>As outlined in Section 2.2 (of the TIS), UCSF and DPH each already have TDM plans in place and an internal planning process with UCSF, DPH, the SFMTA, and transportation consultants will yield a list of potential TDM strategies that UCSF and DPH could pursue in addition to those already in place. A combination of these measures could potentially reduce single-occupant vehicle (SOV) trips for UCSF and DPH employees. To accomplish this goal, UCSF and DPH shall coordinate and each implement the following policies to the extent feasible:</p> <ul style="list-style-type: none"> • Parking Policy/Pricing <ul style="list-style-type: none"> – Adjust hourly parking rate structure to discourage all-day parking and provide spaces for patients/visitors (Parking Authority) – In order to discourage driving, increase hourly and monthly parking rates to be more in line with prevailing San Francisco market rates (Parking Authority) • Transit and Shuttle Systems <ul style="list-style-type: none"> – Expand UCSF and DPH Shuttle Service to Caltrain, Transbay Transit Terminal (applies to UCSF and DPH; would require coordination with SFMTA) – Maintain a dialogue with SFMTA regarding ZSFG's strong desire to see that the transit connection between the Mission District and the ZSFG campus remains (applies to UCSF and DPH; would require coordination with SFMTA) 	<p>Implement proposed TDM strategies in accordance with the mitigation measure.</p> <p>Establish the annual TDM budget to fund a TDM program.</p>	<p>UCSF Project Manager and Design Teams</p> <p>DPH - ZSFG</p> <p>Parking Authority</p>	<p>Implement feasible proposed TDM strategies prior to opening of Research Building.</p> <p>Note: TR-3 would be implemented if TR-1 is not approved by SFMTA. While TR-3 can reduce traffic impacts, even full implementation of Mitigation Measure TR-3 with identified feasible elements would not fully eliminate the significant impact at this intersection for the project or Variants 1 to 3. Implementation of the full suite of TDM strategies identified in TR-3 would reduce the impact at Potrero Avenue / 24th Street to less than significant under Variant 4.</p>

TABLE 9-1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Mitigation/Improvement Measures	Implementation Procedure	Responsible Unit	Report Mechanism
Transportation and Traffic (cont.)				
TRAF-2 (cont.)	<ul style="list-style-type: none"> - Allow patients/visitors to ride DPH Shuttle and advertise the shuttle as a last-mile option (applies to DPH) - Expand additional last-mile service by alternate means, including reimbursing employees for taxi use or ride hail companies as a bridge from transit stations (applies to DPH) - Add Bike racks on DPH shuttles (applies to DPH) • Commute Vehicle Trip Reduction <ul style="list-style-type: none"> - Hire a TDM Program Manager for ZSFG to meet modal goals (applies to DPH) - Expand number of car share vehicles on-site (applies to DPH) - Create more robust carpool matching program (applies to UCSF and DPH) - Create vanpool service or coordinate with existing UCSF vanpool (applies to DPH) - Provide showers and locker facilities on campus and in the new UCSF Research Building (applies to UCSF and DPH) - Install Bay Area Bike Share Station on campus - Install transportation kiosk(s) overseen by the new TDM Program Manager (applies to DPH) - Advertise existing pre-tax commuter accounts (applies to UCSF and DPH) - Promote bicycle safety along 23rd Street and Potrero Avenue to prevent conflicts with vehicles (applies to DPH) - Provide signage indicating the location of bicycle parking at points of access (applies to DPH) - Facilitate access to carshare spaces through on-site garage (applies to DPH) 			
TRAF-9: Development of the proposed project, in combination with reasonably foreseeable future developments, would increase traffic at intersections on the adjacent roadway network.	Implement Mitigation Measures TR-1, TR-2, and TR-3.	See Mitigation Measures TR-1, TR-2, and TR-3.	See Mitigation Measures TR-1, TR-2, and TR-3.	See Mitigation Measures TR-1, TR-2, and TR-3.

