

Commission on Community Investment and Infrastructure

RESOLUTION NO. 55-2013

Adopted November 19, 2013

AUTHORIZING, PURSUANT TO THE TRANSBAY IMPLEMENTATION AGREEMENT, A MEMORANDUM OF AGREEMENT WITH THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY IN AN AMOUNT NOT TO EXCEED \$2,883,900 FOR CONSTRUCTION OF THE REALIGNMENT OF THE FOLSOM STREET OFF-RAMP; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, The Transbay Redevelopment Project Area (“Project Area”) was adopted in 2005 with the purpose of redeveloping 10 acres of property owned by the State of California (the "State-owned parcels") in order to generate funding for the Transbay Joint Powers Authority ("TJPA") to construct the new Transbay Transit Center (the "TTC"). The Transbay Redevelopment Project Area Implementation Agreement (the “Implementation Agreement”) is an enforceable obligation that requires the OCII to, among other things, “execute all activities related to the implementation of the Transbay Redevelopment Plan, including but not limited to, activities related to major infrastructure improvements.” (Section 2.1 (d) of the Implementation Agreement at p. 4). On April 15, 2013, the California Department of Finance ("DOF") determined "finally and conclusively" that the Implementation Agreement, along with other Transbay-related documents, is an enforceable obligation that will not require additional DOF review in the future, although expenditures under the Implementation Agreement are subject to continuing DOF review; and,

WHEREAS, On April 30, 2013, the Commission authorized a personal services contract with the San Francisco County Transportation Authority (“SFCTA”) in an amount not to exceed \$365,585 to complete construction documentation for the realignment of the Folsom Street Off-Ramp in the Project Area; and,

WHEREAS, Realigning this off-ramp is a major component of the infrastructure work called for in the Implementation Agreement. Currently, the off-ramp cuts through the middle of Block 8, a site designated for a 740-unit residential development. OCII intends to issue the requests for proposals for Block 8 by the end of the year. Realigning the off-ramp will create a better pedestrian environment and allow OCII to work with a selected development team to develop Block 8 to its full potential. Construction of the residential development on Block 8 is scheduled to begin in early 2015, after the realignment of the off-ramp has been completed; and,

WHEREAS, Under the current personal services contract, SFCTA has been working with the California Department of Transportation (“Caltrans”) on the realignment and is close to receiving final approvals. The proposed new agreement would allow SFCTA to hire a construction manager to complete a constructability analysis of the realignment in advance of seeking competitive bids for the construction, which is scheduled to begin in 2014; and,

WHEREAS, OCII has requested the SFCTA deliver the completed Folsom Street off-ramp realignment in a turn-key method. In order to accomplish this, the SFCTA has budgeted the construction phase costs and made a proposal to OCII; and,

WHEREAS, The proposed agreement provides for funding of all the hard and soft costs for a turn-key delivery of the completed improvements. OCII will be funding these costs for the delivered project, with the subject construction phase estimated to be \$2,883,900. As the project is currently approaching the permitting and bidding phase, it is necessary for the SFCTA to bring on construction management expertise to handle the daily onsite management of the project and provide quality control review of the work. Because work will also occur within the City of San Francisco jurisdiction, there are costs from the City and County of San Francisco for approving the construction documents and reviewing the work in the field prior to acceptance; and,

WHEREAS, A copy of the proposed agreement with SFCTA (the "Agreement") is on file with the Secretary of the Commission; and,

WHEREAS, The expenditures for the reconfiguration of the Folsom Street Off-Ramp, which include both the current personal services contract and the proposed new agreement, is included in the Successor Agency's Recognized Obligation Payment Schedule 13-14A ("ROPS 13-14A") for the period July 1, 2013, to December 31, 2013, as Item # 106, which was approved by DOF; and,

WHEREAS, Staff finds the scope and budget of the proposed agreement reasonable; now, therefore, be it

WHEREAS The San Francisco County Transportation Authority on October 2, 2008 determined that the project activities under the proposed Agreement are Categorically Exempt, Class 2, from the California Environmental Quality Act ("CEQA"). A copy of the San Francisco County Transportation Authority's CEQA determination is on file with the Secretary of the Commission; and,

RESOLVED, That the Agreement with the San Francisco County Transportation Authority is exempt from the California Environmental Quality Act ("CEQA") because the activities under the Project involve alteration to an existing off-ramp that maintains traffic performance at the same level and would not cause a significant effect on the environment, and the San Francisco County Transportation Authority on October 2, 2008 determined that the project activities are Categorically Exempt, Class 2, from the CEQA, which determination is fully incorporated herein; and, be it further

RESOLVED, That this Commission authorizes, pursuant to the Transbay Implementation Agreement, an Agreement with the San Francisco County Transportation Authority, substantially in the form of the agreement lodged with the Secretary, in an amount not to exceed \$2,883,900 for construction services and delivery of the realignment of the Folsom Street off-ramp.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of November 19, 2013.


Commission Secretary

San Francisco County Transportation Authority

100 Van Ness Avenue 26TH Floor
San Francisco, California 94102
VOICE 415.522.4800 FAX 415.522.4829
info@sfcta.org www.sfcta.org



October 2, 2008

California State Clearinghouse
Office of Planning & Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Subject: Categorical Exemption Form: Folsom-Fremont Street Off-Ramp Reconfiguration Project,
San Francisco, California

Project Location/Address: Fremont Street off-ramp from westbound Interstate 80 (1-80), Fremont Street between Folsom and Howard Streets, San Francisco, California

Project/Activity Description: Please see attached sheet

CEQA Compliance: Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15300 et seq.):

- This project does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CEQA Determination:

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Categorically Exempt. Class 2. (PRC 21084; 14 CCR 15300 et seq.)

Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no

possibility that the activity may have a significant effect on the environment
(CCR 15061[b][3])

Agency Approving Project: San Francisco County Transportation Authority

Applicant Name: San Francisco County Transportation Authority

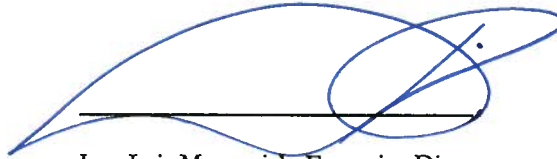
Mailing Address: 100 Van Ness Avenue, 26th Floor

San Francisco, CA 94102

Phone Number: Jose Luis Moscovich, Executive Director (415) 552-4803

Date: October 2, 2008

Applicant Signature:



Jose Luis Moscovich, Executive Director

PROJECT DESCRIPTION

This project proposes to modify the existing Folsom Street-Fremont Street off-ramp from Interstate 80 (I-80) via the San Francisco Bay Bridge as addressed in the following documents:

- Transbay Terminal/Caltrain Downtown Extension Project Final EIS/EIR (San Francisco Redevelopment Agency 2003)
- Transbay Development Project Area Streetscape & Open Space Concept Plan (Zimmer Gunsul Frasca Partnership 2006)

Project Location

The project site is located in downtown San Francisco, San Francisco County, California (Figure 1). The project area is located on the existing Folsom-Fremont Street off-ramp from I-80 and along Fremont Street between Folsom and Howard Streets, approximately one block southwest of the existing Transbay Terminal. Components of the proposed project include reconfiguring the existing Folsom Street-Fremont Street off-ramp and making access improvements for pedestrians and bicyclists within a one block area of Fremont Street, located between Folsom Street to the southeast of the off-ramp and Howard Street to the northwest of the off-ramp terminus (Figure 2).

Existing Conditions

Currently, the Folsom Street-Fremont Street off-ramp is the first off-ramp exiting westbound I-80 into San Francisco, just west of the San Francisco-Oakland Bay Bridge. The off-ramp begins as two mixed-flow lanes and widens to three lanes with no shoulders and extends approximately 1,350 feet before it splits into five lanes for its eventual intersections with Fremont Street and Folsom Street (Figure 3). The ramp is configured as follows:

- Two free-flowing left-turn lanes are provided for motorists continuing north on Fremont Street toward Howard Street
- A single bus-only through lane provides a temporary connection to the Transbay Terminal and is stop-controlled at Fremont Street
- Two channelized lanes that become the right-turn lanes or northeast leg of the Folsom Street/Fremont Street intersection are provided for vehicles destined for Folsom Street or other streets near the southern end of Fremont Street.

The full length of the off-ramp is approximately 2,200 feet. Pedestrian movement is prohibited on the west side of Fremont Street between the off-ramp and Folsom Street. Figure 4a presents a schematic diagram of the existing conditions.



-  Project Location
-  Highways
-  County boundaries
-  Urban Areas


Data Sources:
 Background: USA Base Map,
 Highways & Urban Boundaries: ESRI;
 Project location: Digitized by NRM

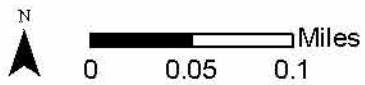
Folsom-Fremont Street Off-Ramp Improvements

July 22, 2008

Vicinity Map Figure 1



 Project Location



Data Sources:
Background: 2005 NAIP Aerial Photos;
Project location: Digitized by NRM

Folsom-Fremont Street Off-Ramp Improvements

July 22, 2008

Location Map Figure 2



Looking southeast on Fremont Street at off-ramp



Looking west at offramp from the Folsom Street/Fremont Street intersection

Folsom-Fremont Street Off-Ramp Improvements
July 22, 2008

**Photographs of Project Location
Figure 3**

PURPOSE AND NEED

The purpose of this project is to improve the Folsom-Fremont Street off-ramp intersection to better adapt to the planned development goals of the Transbay Terminal/Caltrain Downtown Extension Project by:

- Designing the off-ramp terminus to balance the functional needs of pedestrians, bicyclists, vehicular traffic, trucks and transit and to allow pedestrians comfortable access on both sides of Fremont Street
- Providing a new traffic signal at the off-ramp intersection and interconnect with adjacent intersections to increase efficiency
- Creating the off-ramp configuration to function better as a gateway into a pedestrian-oriented neighborhood
- Eliminating the Folsom Street diagonal ramp to allow maximum development of the parcel just south of the existing Folsom Street off-ramp
- Allowing maximum revenue from the sale of the San Francisco Redevelopment Block 8 parcel, located between the off-ramp and Folsom Street, following its transfer from the California Department of Transportation (Caltrans) to the City and County of San Francisco (CCSF)

Background

The current Folsom-Fremont Street off-ramp configuration is within the planned Transbay Redevelopment Project Area and was constructed by Caltrans in 2005 to minimize construction impacts of the Caltrans Route 80 West Approach Seismic Safety Project (WASSP) and to replace the sections of the Embarcadero Freeway (State Route 480) that were demolished after the 1989 Loma Prieta Earthquake.

The approach to eastbound I-80 is currently under reconstruction as part of the WASSP. As part of the WASSP, Caltrans temporarily closed the Harrison Street off-ramp, which exits westbound I-80 from the left lane, opposite the Folsom Street-Fremont Street off-ramp, and provides direct access to the Embarcadero waterfront. With the closure of the Harrison Street off-ramp Caltrans temporarily reconfigured the Folsom Street-Fremont Street off-ramp in 2005 to in order to maintain direct access to the Embarcadero. Because the present off-ramp configuration is considered temporary, it does not have shoulders and therefore does not meet standard Caltrans requirements for off-ramp design.

The project proposes to eliminate this recently constructed Folsom Street diagonal off-ramp segment once the WASSP is completed and the Harrison Street off-ramp is reopened by early 2009 and return the off-ramp geometrics to the previous 2002 ramp configuration of a t-intersection, which provides two free-flowing left-turn lanes to northbound Fremont Street. This new geometric design, with a new traffic signal and continuous sidewalk, will provide a more desirable and pedestrian friendly off-ramp

intersection and will create a better parcel for future transit-oriented development that will support and compliment the new Transbay Transit Center, which will replace the outdated Transbay Terminal on First and Mission Streets, with a new central downtown bus and rail station serving nine transit providers (BART, AC Transit, Caltrain, Golden Gate Transit, Greyhound, Muni, Sam Trans and the future high speed rail), which will be the nation's new model of downtown intermodal stations.

In July 2003, a Cooperative Agreement between Caltrans, the City and County of San Francisco (CCSF) and the Transbay Joint Powers Board (TJBP) was executed, which identified the eventual transfer of excess State Lands resulting from the construction of the WASSP, Embarcadero Freeway Replacement Project and the new Transbay Terminal (Appendix A). This agreement identifies the parcel or block east of the Folsom Street/Fremont Street off-ramp to be transferred to CCSF. The proposed project will enlarge this parcel and maximize the development opportunity at this location within the Transbay Redevelopment Project Area. The proposed reconfiguration of the Folsom-Fremont Street off-ramp will allow maximum revenue from the sale of this parcel, which will be utilized as a funding source for construction of the new Transbay Transit Center Project.

A consistency analysis was conducted to determine if the proposed project is in compliance with the goals and mitigation measures identified in the environmental documentation prepared for other projects within the project area. The conclusions from that analysis are summarized below and the memorandum reporting the results of the analysis is attached as Appendix B.

- Construction of the proposed project is consistent with existing environmental documents for projects within the area of the proposed project
- The proposed project will not conflict with or invalidate any mitigation measures identified in the FEIS for the Alternatives to Replacement of the Embarcadero Freeway and the Terminal Separator Structure or the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final EIS/EIR
- The proposed project meets the goals and objectives stated in the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final EIS/EIR and the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan

Project Components

With completion of the WASSP and the Harrison Street off-ramp scheduled to reopen in early 2009, the Folsom Street-Fremont Street off-ramp will be once again be temporarily reconfigured. This temporary reconfiguration is part of the proposed project and is described in the *Near-Term Conditions* section below and depicted in

Figure 4b. The final configuration of the Folsom Street-Fremont Street off-ramp is described in the *Proposed Project Design* section below and is depicted in Figure 5.

Near-Term Conditions

After the completion of the Caltrans WASSP, both the Harrison Street and Folsom-Fremont off-ramps will be open to traffic. The Folsom Street-Fremont Street off-ramp will continue to exit from westbound I-80 as two mixed-flow lanes and continue as two lanes with adjacent standard ramp shoulder widths (4 feet inside and 8 feet outside) for approximately 1,250 feet before it will split into four lanes.

The planned temporary configuration includes the following components:

- Two free-flowing left-turn lanes for motorists going north on Fremont Street
- The bus-only through lane will be removed/Buses will use the Harrison Street off-ramp
- Two channelized lanes for right-turn movements for vehicles destined for Folsom Street or other streets near the eastern end of Fremont Street

Proposed Project Design

The modification involves realigning the Folsom Street diagonal portion of the off-ramp, making the off-ramp terminus perpendicular to Fremont Street, and maintaining the existing right-turn and left-turn movements. The new off-ramp t-intersection will include a new traffic signal, which will provide a protected pedestrian crossing of Fremont Street at the terminus of the off-ramp, as well as the off-ramp itself. Other improvements will allow the completion of a continuous sidewalk on the west side of Fremont Street between the off-ramp and Folsom Street and accommodations for a bike lane and bike parking along the northeast side of Fremont Street.

No improvements to the existing off-ramp structure spanning over First Street are required; however, the existing retaining wall will be reconstructed along the south side of the off-ramp (Figure 5). Other freeway ramp improvements include modifying the pavement delineation and overhead signage, which will direct motorists to the appropriate turning lanes and inform them of the new traffic signal ahead. The existing Folsom Street/Fremont Street traffic signal will be modified, such that it is interconnected to the new off-ramp traffic signal and provides a protected pedestrian crossing of Fremont Street at the terminus of the off-ramp, as well as the off-ramp itself.

The off-ramp improvements will include the following:

- Removing a portion of the off-ramp (Folsom leg)
- Widening a portion of the off-ramp (Fremont leg)
- Removing the existing mechanically stabilized earthen (MSE) retaining wall
- Constructing a new retaining wall along the realigned off-ramp
- Modifying the concrete barrier
- Re-striping the off-ramp to provide standard lane and shoulder widths
- Modifying the existing freeway signage and installing advance signs for the new traffic signal at the off-ramp terminus at Fremont Street
- Modifying the existing directional signage, currently on the off-ramp, to Chinatown and the Embarcadero
- Installing the new traffic signal at the off-ramp terminus to allow for pedestrian crossing within crosswalks across the off-ramp terminus and Fremont Street

The Fremont Street improvements will include:

- Providing a new 14-foot wide sidewalk along Fremont Street between Folsom Street and the existing off-ramp
- Widening a portion of Fremont Street
- Providing a Class II bike lane on the east side of Fremont Street
- Modifying the existing Folsom Street/Fremont Street traffic signal to provide protected pedestrian crossing of Fremont Street
- Providing signal interconnect on Fremont Street between signals located at the intersections of Folsom Street/Fremont Street and Fremont Street/off-ramp
- Modifying street lighting
- Constructing a triangular “gateway” median at the new Fremont Street/off-ramp intersection with directional signage to Chinatown and the Embarcadero waterfront, and potentially landscaping
- Modifying roadway drainage
- Adjusting existing utilities to grade
- Re-striping Fremont Street
- Modifying local street signs

Project Cost and Construction Schedule

The total project cost for the proposed project is \$ 2,263,000 including design, right-of-way and construction. Funding of this project will be through San Francisco Redevelopment Agency (SFRA) funds, other local funds, and future development fees. The proposed project will not utilize any federal or state funds.

The San Francisco County Transportation Authority (SFCTA) will be the implementing agency and will oversee the design and construction of the proposed project. It is anticipated that Caltrans will approve this project through the Permit Engineering Evaluation Report (PEER) process as the project cost is less than \$ 3.0

Million, it is funded by others, and there is no major complexity with regards to the design and construction of the project, as stated in Caltrans Memorandum on *Processing Projects Funded by Others*, dated July 3, 2007.

Construction of the proposed project is scheduled to begin in 2010 and is anticipated to be constructed under a Caltrans' Encroachment Permit by the developer of the San Francisco Redevelopment Block 8 parcel, which is depicted in Figure 6. Prior to initiating construction of the off-ramp reconfiguration, the temporary Transbay Terminal is scheduled to open in late 2009 with the new Transbay Transit Center beginning construction shortly thereafter.

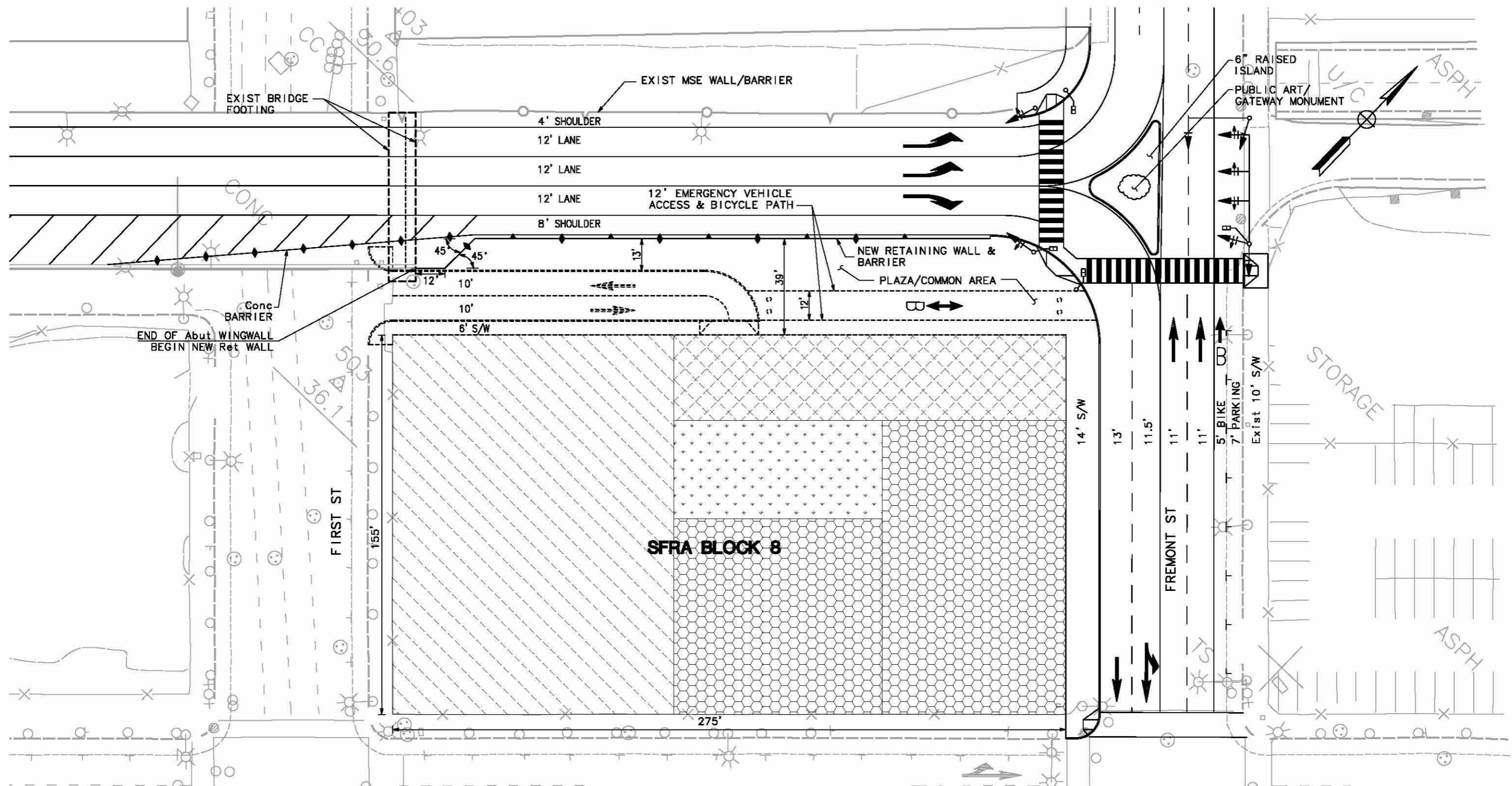
CEQA DETERMINATION

The project is categorically exempt from CEQA pursuant to CEQA Sections 15302 (Replacement or Reconstruction).





15302. Replacement or Reconstruction

CEQA Section 15302, also known as Categorical Exemption Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:

- (a) Replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent
- (b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity
- (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity
- (d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding



LEGEND:

	TOWER		TOWNHOUSE
	PODIUM		OPEN SPACE

SFCTA
PROPOSED FOLSOM/FREMONT STREET
RAMP REALIGNMENT

 **MARK THOMAS & COMPANY, INC.**
 Providing Engineering, Surveying, and Planning Services
 1960 ZANKER ROAD
 SAN JOSE, CA 95112 (408) 453-5373

Figure 6

DATE 7/22/08
 SCALE 1" = 20'

ENVIRONMENTAL ANALYSIS

Aesthetics

The proposed project will alter the views from many office and residential spaces primarily on Fremont and Folsom Streets. The effects of the proposed project on views in the project vicinity are anticipated to be beneficial due to the addition of a landscaped median on Fremont Street at the terminus of the off-ramp. Furthermore, realigning the existing Folsom Street/Fremont Street off-ramp will create a developable parcel in a currently undeveloped area known as San Francisco Redevelopment Block 8, which will be bounded by Fremont Street to the northeast, Folsom Street to the south, First Street to the west, and Clementina Alley to the north.

Air Quality

Proposed redevelopment in the project vicinity due to implementation of the Transbay Terminal/Caltrain Downtown Extension Project would generate additional automobile trips in the area; however, by locating large-scale, high density residential, commercial and institutional development near a transit hub, that project is expected to divert to public transit many trips that would otherwise be made via private automobile.

According to the Transbay Terminal/Caltrain Downtown Extension Final EIS/EIR that project would cause small increases in pollutant concentrations for these road segments as a result of changes in travel patterns and the concentrations of motor vehicle traffic in the vicinity of the Transbay Terminal area. Although pollutant concentrations would increase no standards would be violated (San Francisco Redevelopment Agency 2003).

The micro scale carbon monoxide analysis conducted for the Transbay Terminal/Caltrain Downtown Extension Project indicated that project would neither cause nor contribute to new carbon monoxide violations during project operation.

With the re-opening of the Harrison Street off-ramp anticipated in early 2009 and completion of the proposed project, vehicle traffic within the project area is expected to decrease. Reconfiguration of the Folsom Street/Fremont Street off-ramp is not anticipated to result in additional automobile trips to the area. As such, the proposed project would not result in a significant impact upon air quality.

Cultural Resources

Section 106 of the National Historic Preservation Act of 1966 requires federal agencies to take into account the effects of their activities and programs on historic properties. In compliance with Section 106, the SFRA delineated Areas of Potential Effects (APE) for archaeological and historic architectural resources in consultation with the State Historic Preservation Officer (SHPO). This APE was defined as the extent of proposed construction for the Transbay Terminal Project. As part of Section 106 consultation for the Transbay Terminal Project a Historic Architectural Survey Report (HASR) and a Historic Property Survey Report (HPSR), which identify and summarize potentially eligible historic and cultural resources within the APE, were prepared and submitted to the SHPO. SHPO concurrence in the determinations of eligibility presented in those reports was received on May 23, 2002.

All portions of the Transbay Terminal's APE for archaeological resources are covered by buildings and pavement. As such, the precise location, integrity and research potential of any archaeological resources that may be present cannot be determined without subsurface excavation. Archaeological resources encountered during project construction would be evaluated in accordance with the Archaeological Research Design and Treatment Plan, which was prepared for the Transbay Terminal Project.

According to Transbay Terminal/Caltrain Downtown Extension Final EIS/EIR no architecturally historical resources are located within the proposed project area (San Francisco Redevelopment Agency 2003).

Hazards and Hazardous Materials

The project area does not include sites located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, commonly referred to as the Cortese List.

According to the Replacement of the Embarcadero Freeway and the Terminal Separator Structure FEIS/FEIR soil samples collected from the proposed project area contained metals exceeding regulatory thresholds levels and semi-volatile organic compounds (FHWA 1995). Although, soil sampling was not conducted as part of the Transbay Terminal/Caltrain Downtown Extension Project Final EIS/EIR, a thorough analysis of potential hazardous materials sites within the Transbay Terminal project area was conducted. A description of one site with known releases of hazardous materials into the soil in the vicinity of the proposed project area is provided below as it relates to worker safety during project construction.

Identified hazardous materials sites are located in the project vicinity in an area referred to in the Transbay Terminal/Caltrain Downtown Extension Project FEIS/FEIR as the cut-and-cover subway segment north of Folsom Street to the

proposed underground terminal. The nearest site to the proposed project area is referred to as Pacific Bell (Site 14), which is located at 611 Folsom Street (Folsom and Second Streets). This site was identified as a hazardous materials site due to a release of diesel into the surrounding soil. It is also listed as a small quantity generator of hazardous wastes. The proposed project area is located outside of known areas of coal tar residues, but may still have been affected by low concentrations of polycyclic aromatic hydrocarbons (PAHs). Similarly, this area may encounter fill soils that contain elevated concentrations of lead or other metals.

Hydrology/Water Quality

The proposed project includes reconfiguring an existing freeway off-ramp. Therefore, the amount of impermeable surfaces will not be increased as a result of the project. The project contractor(s) will implement best management practices (BMPs) with regards to erosion and sediment controls, which are in compliance with all applicable Caltrans and CCSF water quality guidelines and requirements.

According to flood hazard mapping prepared by the Federal Emergency Management Agency, the project area is not located within a 100-year floodplain.

Land Use

The proposed project would not divide an established community. The future redevelopment of the surrounding area as part of the Transbay Terminal/Caltrain Downtown Extension Project would result in the removal of buildings, some of which may be eligible for listing on the National Register of Historic Places. Construction of that project would also involve the construction of new commercial and residential spaces, which would be consistent with similar modern buildings adjacent to the proposed project area. Although, the Transbay Terminal/Caltrain Downtown Extension Project would impact land uses within the surrounding area, proposed project activities would be confined to the footprint of the existing Fremont/Folsom Street off-ramp. As such, the proposed project would not alter any land uses or divide existing communities.

Noise

The objectives of the San Francisco General Plan's Environmental Protection Element include:

- reduce the impacts of noise caused by transportation sources
- promote land uses, which are compatible with various transportation noise levels

According to the Replacement of the Embarcadero Freeway and the Terminal Separator Structure FEIS/FEIR that project would result in an insignificant change for nearly all receptors from existing ambient noise levels (FHWA 1995).

The proposed project area was not evaluated in the Transbay Terminal/Caltrain Downtown Extension Final EIS/EIR. In the noise evaluation conducted for that project, the nearest streets evaluated in the project vicinity included Folsom Street between First and Fremont Streets and Howard Street between Beale and Fremont Streets. Within those blocks a noise level increase of 1 dBA is anticipated.

Recreation

Public recreational facilities would not be impacted by the proposed project. As a result of the proposed project, access for pedestrians and bicyclists along Fremont Street, between Folsom and Howard Streets would be made safer and would be greatly improved as compared with existing conditions.

Currently, pedestrian access is not allowed on the west side of Fremont Street between Folsom Street and the off-ramp terminus. Following construction of the proposed project, the addition of two new pedestrian crosswalks will allow pedestrians to cross Fremont Street east of the off-ramp terminus and to continue on the west side of Fremont Street along the entire block between Folsom and Howard Streets. Furthermore, the proposed project and other projects in the vicinity, including the Transbay Redevelopment Project Streetscape and Open Space Plan and the Transbay Terminal/Caltrain Downtown Extension Project would result in safer pedestrian and bicycle access and increased open space in the vicinity of the project. Lastly, the creation of alleyways in the project vicinity, including the Clementina alleyway, would facilitate improved pedestrian circulation in the area.

Safety and Emergency Services

During construction of the proposed project response times for emergency personnel traveling to or through the project area may be impacted. Following construction response times may vary from existing conditions due to the installation of a stop light at the terminus of the Folsom Street/Fremont Street off-ramp and the reconfiguration of lanes, which will result in one less lane turning right from the off-ramp toward Folsom Street.

With the construction of the Transbay Terminal/Caltrain Downtown Extension Project, the density of commercial, residential and other land uses will increase in the vicinity of the proposed project. Such an increase in the intensity of land uses would increase the demand for fire prevention and suppression and emergency services. As part of the Transbay Terminal/Caltrain Downtown Extension Project, the Metropolitan Transportation Commission (MTC), State of California, City and County

of San Francisco, and area transit providers involved in that project will be required to conduct a risk analysis and submit it to the San Francisco Fire Department. The San Francisco Fire Department will use the risk analysis to determine the number of emergency personnel necessary to maintain an acceptable level of service.

Traffic and Transportation

A traffic technical memorandum prepared for the project by Fehr & Peers analyzed the proposed Folsom Street/Fremont Street off-ramp reconfiguration to determine the storage adequacy of the reconfigured off-ramp assess the project's potential to impact the level of service (LOS) within the project area (Appendix C).

The following findings were made based on the traffic analysis performed for the proposed project:

- The proposed project will operate at an acceptable LOS during the critical AM peak hour, with the reopening of the Harrison Street off-ramp by early 2009
- Queuing caused by the introduction of a traffic signal at the ramp terminus will be adequately stored by the ramp and roadway segments adjacent to the intersection
- The signal will provide adequate crossing time for pedestrians to cross the off-ramp (along Fremont Street) and Fremont Street
- Pedestrian treatments and safety would be greatly improved
- The proposed project meets the land use and revenue generation goals of the Transbay Terminal/Caltrain Downtown Extension Project Final EIS/EIR and the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan

REFERENCES

Fehr & Peers. 2008. *Technical Memorandum Folsom Street–Fremont Street Off-Ramp Reconfiguration*.

San Francisco Planning Department. 2000. *First and Howard Streets Final EIR*. January.

San Francisco Redevelopment Agency. 1998. *Mission Bay SEIR*. November 3, 1998.

San Francisco Redevelopment Agency. 2003. *Transbay Terminal/Caltrain Downtown Extension Project Final EIS/EIR*.

Terry A. Hayws Associates, LLC. 2003. *Transbay Terminal Improvement Project: Bus Access and Storage Supplemental Air Quality Impact Analysis*. March 2003.

Wilbur Smith Associates. 2001. *Transbay Area/Caltrain Extension Traffic Analysis*. September 7, 2001.

U.S. Department of Transportation Federal Highway Administration, California Department of Transportation, San Francisco City and County Planning Department. 1995. *Final Environmental Impact Statement/Environmental Impact Report and Section 4(f) Evaluation Alternatives to Replacement of the Embarcadero Freeway and the Terminal Separator Structure*.

Zimmer Gunsul Frasca Partnership. 2006. *Transbay Development Project Area, Streetscape & Open Space Concept Plan*.

Appendix A Cooperative Agreement

4-SF-80-PM 5.1/5.4
Transbay Transit Terminal
4-400-0435V1
District Agreement No. 4-1981-C

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is entered into effective July 11, 2003, by and between the State of California, acting by and through its Department of Transportation ("State"), the City and County of San Francisco, a body politic and a municipal corporation of the State of California ("City"), and the Transbay Joint Powers Authority, a joint powers agency created under California Government Code Sections 6500 *et seq.* ("Authority") in order to facilitate construction of the Transbay Terminal Project as set forth below.

RECITALS

WHEREAS, the State owns and operates the Transbay Transit Terminal ("Transbay Terminal") in the City as a regional transit hub utilized by several transit providers, including the San Francisco Municipal Railway, the Golden Gate Bridge, Highway and Transportation District ("GGBHTD"), the Alameda-Contra Costa Transit District ("AC Transit"), the San Mateo County Transit District, and Greyhound Lines; and

WHEREAS, in January 2001, the *Transbay Terminal Improvement Plan* report of the Transbay Panel of the Metropolitan Transportation Commission ("MTC Report") proposed the "Great Expectations" conceptual design plan for a new multimodal terminal because the existing Transbay Terminal does not meet projected transit operational needs and is in need of significant remodeling or replacement to improve transit services in the San Francisco Bay Area; and

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WHEREAS, on October 4, 2002, a draft Environmental Impact Statement, Environmental Impact Report, and Section 4(f) Evaluation ("EIS/EIR") was issued by the City, the San Francisco Redevelopment Agency ("Agency"), the Peninsula Corridor Joint Powers Board, and the Federal Transit Administration for the *Transbay Terminal-Caltrain Downtown Extension-Redevelopment Project* which includes consideration of the Transbay Terminal Project within its alternatives; and

WHEREAS, the State also owns and operates a system of ramps ("Loop Ramps") that connect the Transbay Terminal with the San Francisco-Oakland Bay Bridge ("SFOBB"); and

WHEREAS, the Transbay Terminal and Loop Ramps were constructed as part of the SFOBB in the 1930s; and

WHEREAS, the State owns land adjacent to the Transbay Terminal and Loop Ramps which was formerly occupied by the Terminal Separator Structure ("TSS"); and

WHEREAS, damage from the Loma Prieta Earthquake of 1989 resulted in the demolition of the majority of the TSS, leaving the State with vacant parcels of land; and

WHEREAS, the Agency is a body politic, duly authorized and activated by the City on August 10, 1948, pursuant to the provisions of the California Community Redevelopment Law, California Health & Safety Code Sections 33000 *et seq.*; and

WHEREAS, the Agency and City have established a Transbay Redevelopment Survey Area ("Survey Area") to focus on blight and the feasibility of redevelopment in the area roughly bounded by Mission, Main, Folsom and Second Streets which includes the Transbay Terminal, Loop Ramps, and vacant parcels of State land; and

WHEREAS, the Agency has initiated preparation of a proposed Transbay Project Area Redevelopment Plan for the Survey Area ("Redevelopment Plan") that has identified the

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potential for a new regional transit terminal and for transit-oriented development on the vacant land within the Survey Area; and

WHEREAS, on April 4, 2001, the City, AC Transit, and the Peninsula Corridor Joint Powers Board created the Authority pursuant to the provisions of California Government Code Sections 6500 *et seq.*; and

WHEREAS, the Authority is authorized to develop, design, and construct and operate a new Transbay Terminal and ramps on the site of the existing structure; and

WHEREAS, the Transbay Terminal Project has the potential to provide expanded bus and rail service and direct access to and from the SFOBB, all of which would be more efficient and convenient for buses, trains, and the passengers utilizing those transit systems; and

WHEREAS, the Transbay Terminal Project has significant potential to ease traffic congestion on City streets and improve traffic flow to, from and on the SFOBB and City streets in and around the Survey Area; and

WHEREAS, the Transbay Terminal Project construction costs will be partly financed by funds generated by the adoption of the proposed Redevelopment Plan; and

WHEREAS, the proposed Redevelopment Plan will be structured to dedicate net tax increment and gross proceeds from sales of the State's vacant TSS and Transbay Terminal parcels to a new Transbay Terminal after adoption of a final Redevelopment Plan; and

WHEREAS, a new multimodal transit terminal which replaces the existing Transbay Terminal could benefit the State and the San Francisco Bay region by providing an improved mass transit hub and potential accommodation of future high-speed rail connections; and

WHEREAS, the State is already in the final bidding process for the West Approach Seismic Safety Project ("WASSP") which will seismically retrofit the West Approach to the

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SFOBB, including the Loop Ramps (for purposes of this Agreement, retrofit of the east loop ramp shall be deemed to be an element of the WASSP notwithstanding the fact that some work is being processed as a separate project); and

WHEREAS, the WASSP is one of several separate seismic safety projects being performed by the State on separate elements of the SFOBB, all of which are designed to provide a lifeline connection between the East and West Bay areas in the event of a major earthquake and is critical to public safety and welfare; and

WHEREAS, the State requires use of some of the vacant TSS parcels, Loop Ramp parcels, and space within the existing Transbay Terminal buildings for purposes of construction, construction staging, storage and Resident Engineer offices, Public Information offices, and present and future parking for State operations in San Francisco during and after WASSP construction; and

WHEREAS, a portion of the TSS ("Folsom Leg") will be replaced on a portion of one of the vacant TSS parcels in a manner generally consistent with the plans set forth in the Final Environmental Impact Report and Statement prepared in 1996 to address demolition and/or replacement of the TSS; and

WHEREAS, the construction of the Folsom Leg has been combined with construction of the WASSP for purposes of construction efficiency and associated cost savings; and

WHEREAS, after construction of the WASSP and the Folsom Leg the State will no longer have a transportation need for any remaining vacant TSS parcels in the Survey Area and such parcels will no longer be a necessary part of the operating state highway system; and

WHEREAS, the State has determined that ownership and operation of a regional transit terminal is most appropriately a local or regional function; and

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WHEREAS, sale or development of vacant and/or underutilized parcels represents a significant source of potential funding for a new Transbay Terminal; and

WHEREAS, the State is authorized by California Streets and Highways Code Section 30410 to dispose of property, originally acquired for construction of the SFOBB that is no longer needed for State transportation purposes on any terms and conditions deemed appropriate by the Director of the State Department of Transportation, subject to approval by the California Transportation Commission ("CTC"), provided such terms and conditions are in the public interest; and

WHEREAS, the State is authorized by California Streets and Highways Code Section 73 to relinquish to any county or city any portion of any state highway which has been deleted from the state highway system, subject to approval by the CTC; and

WHEREAS, the use of revenues derived from the sale and development of property purchased by the State with gas tax revenues for the Transbay Terminal Project is consistent with Article XIX of the California Constitution; and

WHEREAS, California Streets and Highways Code Section 104.12 authorizes the State to lease its airspace within the right of way of the state highway system; and

WHEREAS, the State wishes to assist local and regional authorities in planning for an improved regional transit hub in downtown San Francisco; and

WHEREAS, the State can assist the City and the Authority in developing financial plans and in implementing planning measures by transferring specified parcels of State-owned property to the City and the Authority for the Transbay Terminal Project, provided that the WASSP costs and construction schedules are protected and that appropriate terms and conditions are applied to any transfers; and

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WHEREAS, the parties recognize that if the City, the Authority, or the Agency do not utilize transferred parcels or gross proceeds from their sale solely to fund Capital Costs of a new Transbay Terminal within a reasonable timeframe as set forth in this Agreement, all unsold transferred real property and/or the remaining unexpended gross sale proceeds from all sold transferred real property plus interest on such proceeds at the maximum return available consistent with prudent fiscal management of municipal investments will be returned to the State; and

WHEREAS, the parties wish to set forth their respective obligations with respect to the transfer of property and the development, construction, and maintenance of a new Transbay Terminal and the WASSP; and

WHEREAS, the parcels shown on Exhibit A for transfer to the City are proposed for purposes of development to raise funds for the Transbay Terminal Project, and the parcels shown on Exhibit A for transfer to the Authority are proposed for replacement of the existing terminal facility and replacement or redesign of ramps; and

WHEREAS, the City and Authority would not enter this Agreement unless, within the purview of each party, they retained absolute discretion to: (1) determine the nature, size and scope of any proposed development consistent with the Transbay Terminal Project; (2) determine the nature and configuration of any new Transbay Terminal; (3) exercise the authority to carry out any required environmental review pursuant to state and federal law; and (4) abandon all study and planning efforts and to forego any development effort whatsoever connected with the Transbay Terminal Project; and

WHEREAS, the City, Authority and State understand and agree that gross revenues from existing parking lot leases to be assigned to the City and the Authority under this Agreement are

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used by the State to fund the Public Transportation Account ("PTA"), a fund in the State Highway Account that is utilized to provide operating revenue to public transit providers; and

WHEREAS, the parties recognize that existing uses on transferred parcels must be maintained in order to protect revenues to the PTA pending imminent site development; and

WHEREAS, the State would not enter into this Agreement without assurance that: (1) construction and completion of the WASSP will be protected and prioritized above the Transbay Terminal Project; (2) a new Transbay Terminal consistent with the Transbay Terminal Project is likely to be constructed for the benefit of the region; (3) all State contributions to the Transbay Terminal Project will be adequately protected; and (4) the City and Authority will continue to fund the PTA by causing the deposit of gross lease revenues into the PTA as set forth herein.

IT IS NOW MUTUALLY AGREED AS FOLLOWS:

I. DEFINITIONS

A. "Transbay Terminal Project" or "New Transbay Terminal" means demolition of the existing Transbay Terminal and construction of a new multimodal transit terminal on the same site as set forth in the MTC Report and as augmented by the Caltrain Extension proposal adopted by the voters of the City as Proposition H in November, 1999, and as supported by the San Francisco Board of Supervisors in Resolution No. 104-01 in February, 2001, by the Alameda-Contra Costa Transit District in Resolution No. 984D in February, 2001, and by the Peninsula Corridor Joint Powers Board in Resolution No. 2001-70 in March, 2001; and

B. "Capital Costs" means expenditures for labor and materials used in the construction of the Transbay Terminal Project, as opposed to items other than labor and materials, such as fixtures, furniture and equipment; administrative costs; professional fees; relocation costs; financing costs and interest paid on permanent and construction loans; taxes and insurance during construction; and marketing, sales, or leaseup costs incurred to achieve occupancy or sale.

C. "Construction Contract Acceptance" or "CCA" means fulfillment of all construction contract obligations (completion of construction) for the WASSP by State's contractor, followed by acceptance of the work by the State, consistent with the terms of the contract.

D. "Operating Right of Way" means real property rights originally acquired for state highway purposes and continuing to be needed for such purposes lying within and directly beneath the drip-line boundary of a state highway or appurtenant ramp facility, and, for purposes of this Agreement, shall exclude property to be occupied by the Transbay Terminal or its ramps except in areas where those structures overlap with the operational boundaries of a state highway or appurtenant ramp facilities. For purposes of any transfer under this Agreement, the term "Operating Right of Way" shall also include, at the State's reasonable discretion, a border extending up to fifteen (15) feet from the drip-line boundary of any highway or ramp facility.

E. "Relocation Easement" means those easements which are of limited duration and are subject to potential relocation as set forth in Section III., Subsections E. and F. of this Agreement.

F. "Project Commencement Date" means the date on which the State has relinquished each and every temporary construction easement and Relocation Easement retained under Section III., Subsections C., E. and F. of this Agreement by (1) filing a Notice of Termination of Temporary Construction Easement with the City's Office of the Recorder, with a copy of the recorded Notice to the City, and by (2) delivering to City or Authority executed, and recorded quitclaim deeds extinguishing all such easement rights.

G. "Project Completion Date" means that date which is eight (8) years from the Project Commencement Date, taking into account any Permitted Delays as defined in Section III., Subsection H. below.

H. "State-owned Parcels" means certain State-owned property identified on Exhibit A, attached hereto and made a part hereof, together with all improvements and fixtures located on that real property, and any and all rights, privileges, and easements incidental or appurtenant thereto, including, without limitation, any and all development rights, air rights, subsurface mineral rights, easements, rights of way, or other appurtenances used in connection with the beneficial use and enjoyment of the real property, and further including any and all right, title, and interest in and to all roads and alleys adjoining or servicing the real property.

I. "Gross Sales Proceeds" means proceeds from the conveyance of State-owned Parcels from City, Authority or Agency to a third party, which proceeds are the result of City, Authority or Agency's good faith effort to obtain the fair market value from such third party for such State-owned Parcels, in light of applicable laws.

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II. TRANSFER OF STATE-OWNED PARCELS

A. Transfer to City. Promptly and in no event later than one hundred twenty (120) days after City's written notice to State that the Federal Transit Administration has issued a Record of Decision on the EIS/EIR for the *Transbay Terminal - Caltrain Downtown Extension - Redevelopment Project*, together with a copy of said Record of Decision, State shall transfer to City all of State's right, title and interest in and to the State-owned Parcels designated as parcels A",B,C",I",M,N',O',O",P,P',Q,R, and S, as more particularly described in Exhibit A attached hereto and made a part hereof, together with any and all rights, privileges, and easements incidental or appurtenant thereto, excepting all reservations of easements for the benefit of the State as set forth in this Agreement. Transfers shall occur through execution and recordation of a Director's Quitclaim Deed by the Director of Transportation of the State of California or his designee in a form substantially similar to the document attached as Exhibit B. City agrees to accept all transferred parcels "as-is," subject to the terms and conditions of all existing written leases and written related agreements, whether recorded or unrecorded, copies of which shall be provided by State to City no later than the date of transfer of parcels, and the State shall in no event be responsible for any protected cultural items, human remains, or hazardous materials (the "Hazardous Materials" as defined in federal, state and local laws, ordinances, rules and regulations in any way regulating issues focused on human health or safety and industrial hygiene and pertaining to the protection of the environment or the pollution or contamination of the air, soil, surface water or groundwater) discovered on said State-owned Parcels except to the extent caused or contributed to by State, its agents, representatives, contractors, lessees, permittees, licensees or others acting under State authority after the effective date of this

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Agreement. City's title shall be subject to the State's Power of Termination as set forth in Exhibit B.

B. Transfer to Authority. Promptly and not to exceed one hundred twenty (120) days following Authority's written notice to State that it is ready to accept conveyance of the State-owned Parcels, and provided that the City has given the written notice of issuance of a Record of Decision under Section II., Subsection A., State shall transfer to the Authority, all of State's right, title and interest in and to the State-owned Parcels designated as parcels A',C,D,E,F,G,H',I,N,O,P", and T as more particularly described in Exhibit A attached hereto and made a part hereof, together with any and all rights, privileges, and easements incidental or appurtenant thereto, excepting all reservations of easements for the benefit of the State as set forth in this Agreement. Authority may issue multiple notices, each one for conveyances of fewer than the total number of State-owned Parcels. Transfers shall occur through execution and recordation of a Director's Quitclaim Deed by the Director of Transportation of the State of California or his designee in a form substantially similar to the document attached as Exhibit B. Authority agrees to accept all transferred parcels "as-is," subject to the terms and conditions of all existing written leases and written related agreements, whether recorded or unrecorded, copies of which shall be provided by State to Authority no later than the date of transfer of parcels, and the State shall in no event be responsible for any protected cultural items, human remains, or hazardous materials (the "Hazardous Materials" as defined in federal, state and local laws, ordinances, rules and regulations in any way regulating issues focused on human health or safety and industrial hygiene and pertaining to the protection of the environment or the pollution or contamination of the air, soil, surface water or groundwater) discovered on said State-owned Parcels except to the extent caused or contributed to by State, its agents, representatives,

contractors, lessees, permittees, licensees or others acting under State authority after the effective date of this Agreement. Authority's title shall be subject to the State's Power of Termination as set forth in Exhibit B.

C. Assignment of Leases. On the date of recordation of each Quitclaim Deed under Section II., Subsections A. and B., the State shall transfer all right, title and interest in and to existing leases on State-owned Parcels to the City or the Authority as applicable, except on those portions of the State-owned Parcels where the State will retain fee ownership as set forth in Section III., Subsection A. of this Agreement. The State will assign said leases by executing an "Assignment of Lease" in the form attached hereto as Exhibit C, which is made a part hereof, at the time of each transfer. With respect to all leases so assigned, the City and Authority agree to the following:

1. All gross lease revenues received by City and Authority shall be remitted to the State for deposit in the PTA for the terms of the leases;
2. City and Authority shall provide updated copies of all lease agreements to the State as part of the semi-annual audit set forth in Section IV., Subsection A.
3. City and Authority shall only terminate or fail to renew the subject leases (a) for cause or, (b) for imminent (construction within 90 days) construction and development of the property for purposes of the Transbay Terminal Project, or, (c) for imminent (sale within 90 days) development to create funding for the New Transbay Terminal. In the event the lease is not renewed or is terminated for cause, or the premises subject to the lease otherwise becomes unoccupied, City and Authority shall use good faith, diligent efforts to enter into a new lease

with another party for substantially the same leasehold area on substantially the same terms and conditions, subject to termination under clauses (b) and (c) of the preceding sentence, and the City or Authority shall remit all gross lease revenues received under such new lease to the State in the same manner as the original lease.

4. Upon lease termination as permitted under clauses (b) and (c) of Section II., Subsection C.3. above, the State shall have no further right to any revenue from the formerly leased property.

5. City or Authority shall use their good faith, diligent efforts to reinstate any leasehold uses which are temporarily suspended by the State pursuant to its temporary construction easements as set forth herein, upon termination of such easements, until such time as the lease may be terminated as provided in Section II., Subsection C.3. above. Leasing and reinstatement efforts shall be in accordance with procedures set forth in Chapter 11 of the Caltrans Right of Way Manual, except that City or Authority shall offer displaced tenants first right to reoccupy only if the new use is the same as the previous use. All gross lease revenues collected by City or Authority from such reinstated leases on the transferred parcels shall be remitted to the State for deposit in the PTA.

6. If City transfers any ownership interest in any State-owned Parcels to Agency or Authority, or if Authority transfers any such interest to the City or Agency, the transfer must bind City, Agency or Authority to accept all parcels as-is (as set forth in Section II., Subsections A. and B. above), to accept assignment of leases (as set forth in Section II., Subsection C. above), to accept all relocation obligations set forth in Section III., Subsections E. and F. below, to accept the prohibition of Transfer of Development Rights set forth in Section III., Subsection

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J. below, and must contain a Power of Termination as set forth in Section II., Subsections A. and B. above and Section III., Subsection G. below, all for the benefit of the State.

D. State Limitation on Leases. From and after execution of this Agreement until the date of transfer of title provided herein, State agrees that it shall not enter any new leases, extend any existing leases, or otherwise encumber any State-owned Parcels for a term of more than one year unless the State has a legally binding obligation, existing as of the date of execution of this Agreement to enter into such leases or lease extensions, and the State has disclosed such obligation(s) to City and Authority in writing on or before the date of execution of this Agreement. Such new leases and lease extensions shall be subject to Section II., Subsection C. above. All new leases(s) or lease extension(s) shall utilize State's standard form of lease agreement and include legally enforceable tenant waivers of relocation assistance in a form substantially similar to Exhibit E, attached hereto and made a part hereof.

III. LIMITATIONS ON TRANSFER. All transfers to City and Authority shall be subject to the following limitations:

A. State Fee Retained. State shall retain fee ownership for all portions of the State-owned Parcels which will remain part of the Operating Right of Way for Interstate Route 80, including all appurtenant ramps, after completion of CCA of the WASSP, as shown on Exhibit A.

B. Ramp Easements. With respect to State owned operating right of way adjacent to parcels A' and I, the State will convey any necessary easements to the City or Authority for purposes of construction, maintenance and operation of any ramps associated with the New

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Transbay Terminal. Said conveyance will occur within 180 days from the date of submission of a request by the City or Authority to the State for the issuance of such an easement, and said easement will be issued subject to all reasonable terms and conditions deemed necessary by the State and the California Transportation Commission for the protection, operation and maintenance of adjacent State highways or ramps. Any request for such an easement must be accompanied by all necessary design information, as determined by the State.

C. Temporary Construction Easements. State shall retain temporary construction easements over parcels A', A'', C, C'', D, H', I, I'', N, N', O, O'', P', P'', Q, and S, shown on Exhibit A, together with all necessary rights of access, for the purpose of constructing the WASSP and for operation of the Loop Ramps prior to retrofit or demolition. Said temporary construction easements shall terminate immediately upon CCA of the WASSP. The State shall record a Notice of Termination of Temporary Construction Easement in the office of the County Recorder within sixty (60) days of Construction Contract Acceptance and provide City with a conformed copy of the recorded Notice. City or Authority may request early termination of easements on parcels D, N, N', O, O'', P', and P'' related to retrofit of the east loop ramp provided that the request will not unduly delay completion of the WASSP. Early termination will be at the discretion of the State. All temporary construction easements, with the exception of any temporary construction easement on Parcel D, shall require the State to remove all construction equipment, materials and debris and return the site to a smoothly paved surface prior to recording any Notice of Termination.

D. Legal Office Parking Easement. State shall retain an easement over a portion of Parcel E shown on Exhibit A for twenty-eight (28) reserved, covered parking spaces in the New

Transbay Terminal garage for use at no cost by the State Department of Transportation Legal Office for so long as the Department's Legal Office remains in San Francisco. In the event said easement is temporarily unusable due to activity associated with the Transbay Terminal Project, comparable temporary alternate parking within one-half mile of the easement area will be provided by the City and/or Authority at no cost to the State.

E. Terminal Offices Relocation Easements – (Public Information and Resident Engineers). The State is currently using 1,400 square feet on a portion of Parcel T, shown on Exhibit A, for office space, and 12,000 square feet of Parcel D, shown on Exhibit A, for office space, including eighty (80) parking spaces. Transfer of these parcels will be subject to these existing uses until thirty (30) days after CCA of the WASSP for Parcel T, and 180 days after CCA of the WASSP for Parcel D and the State will reserve a Relocation Easement for such uses upon transfer. If City or Authority wish to relocate the State from Parcel T or Parcel D prior to 30 days and/or 180 days after CCA of the WASSP, respectively, then City or Authority shall provide State, at City's or Authority's sole expense, replacement office and contiguous parking facilities within one-half mile of existing facilities meeting State's reasonable approval as being functionally equivalent, with all tenant improvements, utilities, furniture, machinery and equipment in place, fully operational and ready for State's immediate occupancy and uninterrupted use until thirty (30) days after CCA of the WASSP for Parcel T and 180 days after CCA of the WASSP for Parcel D. Upon the sooner of relocation in accordance with this provision, or the above-referenced number of days after CCA of the WASSP, State shall execute, acknowledge and deliver to City or Authority quitclaim deeds extinguishing all easement rights to Parcel T and Parcel D.

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F. Trailer Offices – Relocation Easement (Resident Engineers). The State is currently using 12,036 square feet of office space in temporary trailers and eighty (80) parking spaces for WASSP Resident Engineers on a portion of Parcel P shown on Exhibit A. The State will reserve a Relocation Easement for these uses which will expire 180 days after CCA of the WASSP. If City or Authority wish to relocate the State from Parcel P prior to 180 days after CCA of the WASSP, then City or Authority shall provide State, at City's or Authority's sole expense, replacement office and contiguous parking facilities within one-half mile of existing facilities meeting State's reasonable approval as being functionally equivalent, with all tenant improvements, utilities, furniture, machinery and equipment in place, fully operational and ready for State's immediate occupancy and uninterrupted use until 180 days after CCA of the WASSP. Upon the sooner of relocation in accordance with this provision, or 180 days after CCA of the WASSP, State shall execute, acknowledge, record and deliver to City or Authority a quitclaim deed extinguishing all easement rights to Parcel P.

G. State Power of Termination. The State shall retain a Power of Termination, in substantially the form set forth in Exhibit B, attached hereto, over every transferred parcel to assure that the City and Authority develop and operate the New Transbay Terminal by the Project Completion Date defined herein. The Power of Termination shall survive the Agency's exercise of any option to take a parcel from the City or the Authority. When the City, Authority or Agency subsequently sells any parcel for development, the Power of Termination on a particular parcel shall expire upon deposit of all Gross Sales Proceeds defined herein associated with the sale of a particular parcel into a trust account ("Trust Account") accessible only by the Authority for purposes of paying Capital Costs associated with the development of the New Transbay Terminal and access ramps. Concurrently with its deposit of a quitclaim deed to a

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State-owned Parcel into escrow, the State shall execute, acknowledge and deposit into escrow a Relinquishment of the Power of Termination in substantially the form of Exhibit D hereto. The Trust Account shall be administered by a commercial or professional escrow agent and shall be interest bearing. Trustee shall be instructed to obtain the maximum return available consistent with prudent fiscal management of municipal investments. In the event the New Transbay Terminal facility is not constructed or operational, as set forth below, by the Project Completion Date for any reason other than a Permitted Delay, as defined in Section III., Subsection H. below, the State may exercise any unexpired Power of Termination and may take all monies in the Trust Account. The Power of Termination for every parcel transferred from State to City or Authority shall expire and the escrow agent shall be instructed to record the Relinquishment of Power of Termination as follows:

1. With respect to each State-owned Parcel or portion thereof transferred from City, Agency or Authority to a third-party, thirty (30) days from the date that the City, Agency or Authority provides written notice to the State of (i) the terms of the transfer and (ii) that the required deposit into the Trust Account (as set forth in this section) has occurred, provided that the State has not filed an objection within the thirty-day period. In any case where the State has filed an objection to recordation, the escrow agent may record appropriate documents upon receipt of notice that objections have been removed.

2. With respect to all other State-owned Parcels transferred from State to City or Authority, upon the sooner of (i) thirty (30) days from the date the Authority provides written notice to the State of the passing of the Project Completion Date unless the State has filed a written notice objecting to recordation with the agent, City, Agency and Authority, or (ii) thirty

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(30) days from the date that the City or Authority provides written notice to the State that actual passenger bus service has commenced at the New Transbay Terminal constructed on the site of the existing terminal, provided that the State has not filed an objection within the thirty-day period set forth in 2(i) above and this paragraph. In any case where the State has filed an objection to recordation, the escrow agent may record appropriate documents upon receipt of notice that objections have been removed.

H. Permitted Delays. Except for acts or conditions caused by City or Authority, the Completion Date shall be extended:

1. For the length of the applicable construction contract extension, upon State's receipt of written notice prior to the Completion Date and within sixty (60) days of the date that an extension is granted to the contractor, that City or Authority have determined that a construction contractor on the Transbay Terminal Project or its access ramps is legally entitled to a delay of work for force majeure under the terms of the construction contract; or

2. For the length of time that State, in its sole discretion, determines should be granted to City or Authority to complete the Transbay Terminal Project for any other reason.

I. Tax Increment. The City covenants that all Net Tax Increment (defined below) generated from the development of State-owned Parcels, shall be provided to the Authority to use for any costs associated with the construction and design of the New Transbay Terminal and access ramps. As used in this Agreement, the term "Net Tax Increment" means all property tax increment revenues attributable to the State-owned Parcels allocated to and received by Agency, but specifically excluding therefrom the following: (i) charges for County administrative

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charges, fees, or costs; (ii) the portion of the tax increment revenues that Agency is required by law to set-aside in Agency's Affordable Housing Fund, pursuant to the Community Redevelopment Law; (iii) a portion of the tax increment revenues equal to the percentage of such revenue that Agency is required to pay to all governmental entities as required by the Community Redevelopment Law; and (iv) the portion of the tax increment revenues equal to the percentage of such revenues that the State may mandate Agency to pay from time to time in the future, including, for example, any payments which Agency may be required to pay to the Education Revenue Augmentation Fund pursuant to Section 33681 *et seq.* of the Community Redevelopment Law.

J. Transfer of Development Rights. Prior to relinquishment of the State's Power of Termination on a particular State-owned Parcel, City, Agency and/or Authority shall not transfer development rights separately from title to any State-owned Parcel, and all such development rights shall run with the land.

IV. MISCELLANEOUS PROVISIONS

A. Audit Provision. City and Authority shall provide the Department with semi-annual audit level reports prepared by a reputable independent accounting firm in accordance with Generally Accepted Accounting Principles (GAAP) covering all business transactions related to the Trust Account and all lease revenue associated with Section II., Subsection C. State reserves the right to inspect, upon reasonable notice, all records of City and Authority relating to the Transbay Terminal Project.

B. California Environmental Quality Act/California Register. City and Authority will not make any substantial physical modifications to any State-owned Parcels or transfer any ownership interests in any State-owned Parcels, prior to appropriate environmental review and approval pursuant to the provisions of the California Environmental Quality Act and the California Register.

C. Airspace Leases to GGBHTD and Authority. The State shall lease State-owned Parcels J and K shown on Exhibit A to the GGBHTD and the Authority respectively, for purposes of bus staging and parking, for a period not to exceed 99 years, at a rate to be determined by the State pursuant to Streets and Highways Code Section 104.12 with input from the Airspace Advisory Committee of the California Transportation Commission, subject to all terms and conditions deemed reasonably necessary by the State for the protection, operation, maintenance and potential reconstruction of all State Highway facilities located within the leasehold area. Said leases shall be executed in time to commence upon the Project Completion Date or, if sooner, by the date passenger bus service commences at the New Transbay Terminal.

D. Indemnity (City). City and Authority will indemnify, defend and hold State harmless from any and all claims, losses, damages, suits, penalties, costs, expenses or liabilities (hereafter "Loss" or "Losses"), including, but not limited to, reasonable investigation costs, remediation costs, witness fees, and attorney's fees, excluding consequential damages, which arise out of or are connected with the actions of City, or Authority or their agents during any entry to or possession of the State-owned Parcels, including those State-owned Parcels for which State retains its temporary construction easements and leasehold rights, pursuant to the terms of this Agreement, or which Losses arise from City's or Authority's possession of the transferred

State-owned Parcels, except to the extent such Losses are caused or contributed to by the State, its agents, representatives, contractors, lessees, licensees, permittees or others acting under State authority.

E. Indemnity (State). Except to the extent Losses are attributable to City's or Authority's actions or ownership, State will indemnify and hold City and Authority harmless from any and all Losses, including claims or injury or death or damage to property, but excluding consequential damages, which are claimed or filed against City or Authority by virtue of State's ownership of the State-owned Parcels and which result from any event (excluding Hazardous Materials spilled, generated or discharged except to the extent caused or contributed to by State, its agents, representatives, contractors, lessees, licensees, permittees or others acting under State authority after transfer of the State-owned Parcels to City or Authority) occurring before recordation of the Deed relating to the State-owned Parcel on which the Loss occurred, and any and all Losses arising out of or connected with any actions of the State its agents, representatives, contractors, lessees, licensees, permittees or others acting under State authority during the State's use or possession of any State-owned Parcel pursuant to any easement or leasehold, regardless of whether the State has recorded any quitclaim deed or notice of termination of easement.

F. Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

G. Maintenance of the Property. Between the date of execution of this Agreement and the date a deed for a particular State-owned Parcel is recorded, the State shall maintain that property in good order, condition and repair, reasonable wear and tear excepted and, except as

otherwise provided herein, shall perform all work reasonably required to be done by the landlord under the terms of any lease and shall make all repairs, maintenance and replacements and otherwise operate the property in the same manner as if State were retaining said property for operating purposes.

H. Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, against receipt, (ii) one day after being deposited with a reliable overnight courier service, or (iii) five (5) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

For State –

State of California
Department of Transportation
P. O. Box 23440
Oakland, CA 94623-0440
Attention: Deputy District Director
Right of Way

State of California
Department of Transportation
Legal Division
P.O. Box 7444
San Francisco, CA 94120
Attention: Deputy Chief Counsel

For City –

Director of Economic Development
City and County of San Francisco
Room 448, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

For Authority –

015612

Secretary
Transbay Joint Powers Authority
Room 448, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

I. Approval by City. Notwithstanding anything to the contrary contained in this Agreement, this Agreement and any obligation or liability of City hereunder is contingent upon approval of this Agreement and the transactions contemplated hereby by City's Board of Supervisors and Mayor, which they may give or withhold in their sole discretion.

J. Approval by Authority. Notwithstanding anything to the contrary contained in this Agreement, this Agreement and any obligation or liability of Authority hereunder is contingent upon approval of this Agreement and the transactions contemplated hereby by the Authority Board of Directors, which they may give or withhold in their sole discretion.

K. Approval by State. All of the State's obligations hereunder are contingent upon the approval of the California Transportation Commission, consultation with the State's Historic Preservation Officer, and all of State's obligations other than the obligation to transfer the State-owned Parcels to the City and Authority are also subject to the passage of annual State Budget Acts funding this process and budget capacity to expend funds allocated to State.

L. Severability. If any provision of this Agreement is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of the Agreement, and the remaining portions of this Agreement shall continue in full force and effect.

015612

M. Interpretation. In the event of any ambiguity in this Agreement concerning transfer of any State-owned Parcel, or the relinquishment, termination or expiration of any easement or Power of Termination, this Agreement shall be interpreted in the manner most protective of the construction and completion of the WASSP.

N. Merger of Prior Agreements. This Agreement, including the attached exhibits, constitutes the complete and exclusive statement of the subject matter of this Agreement, and supersedes all negotiations or previous agreements between or among the parties with respect to all or any part of the terms and conditions contained herein. No extrinsic evidence of any kind (including, without limitation, prior drafts or changes therefrom) may be introduced in any judicial or administrative proceeding to contradict or vary the terms of this Agreement.

015612

District Agreement No. 4-1981-C

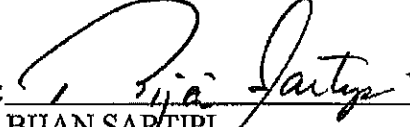
015612

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY AND COUNTY OF SAN FRANCISCO

JEFF MORALES
Director of Transportation

WILLIE L. BROWN
Mayor

By: 
BIJAN SARTIPI
District Director



Recommended:

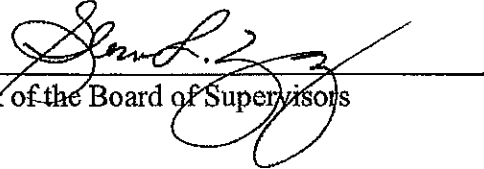
Approved as to form and procedure:

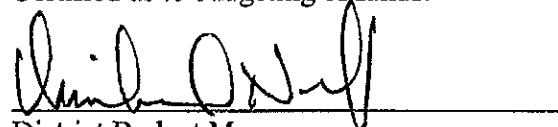
By: 
Director of Property


Attorney
Department of Transportation

Approved:

Certified as to budgeting of funds:

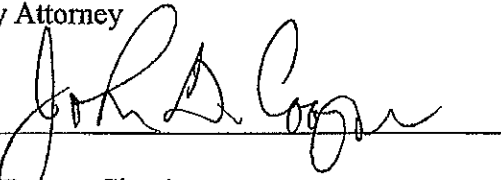

Clerk of the Board of Supervisors

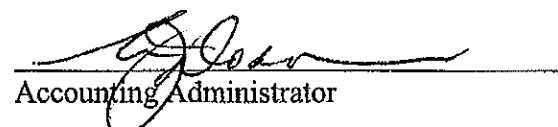

District Budget Manager

Approved as to form:

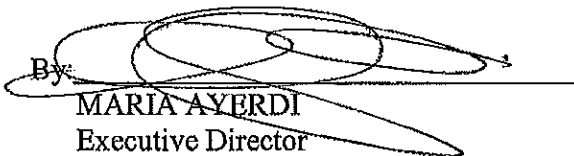
DENNIS J. HERRERA
City Attorney

Certified as to financial terms
and conditions:

By: 
Deputy City Attorney


Accounting Administrator

TRANSBAY JOINT POWERS AUTHORITY

By: 
MARIA AYERDI
Executive Director

015612

1 [Cooperative Agreement for Transbay Terminal Project.]
2

3 **Resolution approving a Cooperative Agreement between the City and County of San**
4 **Francisco, the Transbay Joint Powers Authority and the State of California for the**
5 **acquisition of vacant State-owned property comprising portions of the former Route**
6 **480 and Embarcadero Freeway Right-of-Way, and including the Transbay Terminal and**
7 **its Loop Ramps, for purposes of the Transbay Terminal Project; and making findings of**
8 **consistency with the General Plan and eight priority polices of Planning Code section**
9 **101.1, and environmental findings.**

10
11 WHEREAS, On November 2, 1999, the voters of the City adopted Proposition H,
12 declaring that the Caltrain commuter rail line shall be extended downtown to a regional
13 intermodal transit station constructed on the present site of the Transbay Terminal to serve
14 Caltrain, regional and intercity bus lines, MUNI and high speed rail; and,

15 WHEREAS, In 2002, after years of studies and debate, the Metropolitan Transportation
16 Commission Transbay Terminal Panel reached consensus on a design concept for the new
17 Transbay Terminal that would significantly expand Bay Area commuter bus and rail service,
18 including AC Transit, Golden Gate Transit, SamTrans, MUNI, Greyhound, paratransit and
19 other transit providers, Caltrain, and high speed rail; and,

20 WHEREAS, Resolution 104-01, adopted by the Board of Supervisors on February 12,
21 2001, and on file with the Clerk of the Board of Supervisors in file no. 030997, authorized the
22 City to become a member of the Transbay Joint Powers Authority ("TJPA"), designated as the
23 single entity to design, build and operate the new Transbay Terminal, and declaring that the
24 City's official policy shall be to coordinate and commit its resources in support of planning
25 efforts required to implement the proposed intermodal terminal; and,

Supervisor Daly *Hall*
BOARD OF SUPERVISORS

015612

1 WHEREAS, The TJPA, composed of the City, the Alameda Contra Cost Transit
2 District, and the Peninsula Corridor Joint Powers Board, was formally created on April 4,
3 2001; and,

4 WHEREAS, In December, 2001, the "Transbay Terminal Project" was adopted in Track
5 1 of the Metropolitan Transportation Commission's Regional Transportation Plan; and,

6 WHEREAS, On September 19, 2002, the Governor signed SB 1856, the Safe, Reliable
7 High-Speed Passenger Train Bond Act for the 21st Century authorizing the issuance of nine
8 billion dollars (\$9,000,000,000.00) in bonds for a high-speed rail link between the Transbay
9 Terminal and Union Station in Los Angeles; and,

10 WHEREAS, The City, the Peninsula Corridor Joint Powers Board and the Federal
11 Transit Administration released the Draft Environmental Impact Statement/Environmental
12 Impact Report ("Draft EIR/EIS") on the Transbay Terminal Project in October, 2002; and,

13 WHEREAS, In March, 2003, the TJPA adopted a Locally Referred Alternative ("LPA")
14 from the Draft EIR/EIS, required for preparation of the Final EIR/EIS; and,

15 WHEREAS, The LPA for the Transbay Terminal Project includes the development of a
16 regional intermodal rail and bus station and the creation of a new, vibrant and transit oriented
17 neighborhood in downtown San Francisco with thousands of new residential units; and,

18 WHEREAS, Board of Supervisors Resolution 104-01 urged the California legislature to
19 provide necessary state-owned real property, funding and other measures necessary to
20 develop the new intermodal terminal; and,

21 WHEREAS, On October 14, 2001, Governor Davis directed the State Department of
22 Transportation ("Caltrans") to provide the real property needed for the terminal through
23 administrative processes; and,
24
25

1 WHEREAS, Caltrans has agreed to transfer the real property at no cost as set forth in
2 the Cooperative Agreement on file with the Clerk of the Board of Supervisors in File No.
3 , which is declared to be a part of this resolution as if set forth fully herein; and,

4 WHEREAS, The Cooperative Agreement recognizes the Transbay Terminal Project as
5 the construction of a new multimodal transit terminal as set forth in Proposition H and in
6 Resolution 104-01; and,

7 WHEREAS, Under the Cooperative Agreement the State will convey thirteen (13)
8 designated parcels of land to the City, and twelve designated parcels to the TJPA (including
9 the Transbay Terminal and ramps) at no cost to either transferee, after Federal Transit
10 Administration issuance of a Record of Decision on the Final EIS/EIR, and subject to the
11 condition that the property itself or any sale proceeds be used to construct the Transbay
12 Terminal Project intermodal bus and rail terminal; and,

13 WHEREAS, Under the Cooperative Agreement the new Transbay Terminal must
14 commence bus operations by a date eight (8) years from the completion of Caltrans' West
15 Approach Seismic Project, or by approximately 2017, or Caltrans may retake any transferred
16 properties or any remaining funds from their sale for development; and,

17 WHEREAS, By letter dated June 11, 2003, on file with the Clerk of the Board of
18 Supervisors in File No. ⁰³⁰⁹⁹⁷, the Department of City Planning reported its findings that the
19 proposed acquisition of the Caltrans property as set forth in the Cooperative Agreement is
20 consistent with the City's General Plan and with the Eight Priority Policies of City Planning
21 Code Section 101.1. Said letter is declared to be a part of this resolution as if set forth fully
22 herein; and,

23 WHEREAS, By letter dated May 29, 2003, on file with the Clerk of the Board of
24 Supervisors in File No. ⁰³⁰⁹⁹⁷, the Department of City Planning issued a Certificate of
25 Determination of Exemption/Exclusion From Environmental Review finding that Board of

015612

1 Supervisors approval of the Cooperative Agreement would not have a significant effect on the
2 environment. Said letter is declared to be a part of this resolution as if set forth fully herein;
3 and,

4 WHEREAS, The Cooperative Agreement requires future approvals and actions by the
5 City to approve the Transbay Terminal Redevelopment Plan, to commit tax increment from
6 transferred properties toward design and construction of the new terminal, and to work with
7 the TJPA and San Francisco Redevelopment Agency to consolidate properties into larger
8 parcels for development through interagency transfers; and,

9 WHEREAS, On May , 2003, the Cooperative Agreement was approved by the Mayor;
10 and,

11 WHEREAS, On May 30, 2003, in Resolution 03-004, on file with the Clerk of the Board
12 of Supervisors in File No. ⁰³⁰⁹⁹⁷, the TJPA approved the Cooperative Agreement; and,

13 WHEREAS, The Cooperative Agreement will help to assure that important future bus
14 and rail transit needs are funded and developed through implementation of the Transbay
15 Terminal Project; now, therefore, be it

16 RESOLVED, That the Board of Supervisors adopts as its own the findings in the
17 Department of City Planning letter dated June , 2003, that acquisition of the Caltrans property
18 on the terms and conditions set forth in the Cooperative Agreement are (i) in conformity with
19 the General Plan, and (ii) consistent with the eight priority policies of City Planning Code
20 section 101.1; and, be it

21 FURTHER RESOLVED, That the Board of Supervisors hereby affirms the decision of
22 the Department of City Planning dated May 29, 2003 that approval of the Cooperative
23 Agreement will not have a significant effect on the environment; and, be it
24
25

1 FURTHER RESOLVED, That the Board of Supervisors hereby approves the
2 Cooperative Agreement with Caltrans and the TJPA regarding the transfer of real property
3 needed for the Transbay Terminal and Downtown Caltrain Extension Project; and, be it

4 FURTHER RESOLVED, That all actions heretofore taken by officials of the City with
5 respect to the acquisition of the Caltrans property are hereby approved, confirmed and ratified
6 by this Board of Supervisors; and, be it

7 FURTHER RESOLVED, That the Director of Real Estate is authorized to accept and
8 record any and all deeds transferring property to the City pursuant to the Cooperative
9 Agreement and to take any and all steps (including, but not limited to, the execution and
10 delivery of Assignments of Leases and any and all other certificates, notices, consents,
11 instructions, and documents), and to make such transfers of property received from the State
12 to the TJPA or the San Francisco Redevelopment Agency as the Director of Property deems
13 necessary or appropriate in order to consummate the conveyances included in the
14 Cooperative Agreement and to complete the Transbay Terminal Project; and, be it

15 FURTHER RESOLVED, That the Mayor and all officers of the City and their agents are
16 hereby authorized and urged, jointly and severally, to do any and all things and to execute
17 and deliver any and all certificates and other documents which they or the City Attorney may
18 deem necessary or advisable in order to effectuate the purposes of this Resolution and to
19 meet the Cooperative Agreement deadline for commencement of bus operations; and, be it

20 FURTHER RESOLVED, That the California Transportation Commission is urged to
21 approve the transfers included in the Cooperative Agreement at the earliest possible date so
22 that the City the TJPA and other local, regional and state entities may proceed with this vital
23 transportation and transit-rich project.



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails Resolution

File Number: 030997

Date Passed:

Resolution approving a Cooperative Agreement between the City and County of San Francisco, the Transbay Joint Powers Authority and the State of California for the acquisition of vacant State-owned property comprising portions of the former Route 480 and Embarcadero Freeway Right-of-Way, and including the Transbay Terminal and its Loop Ramps, for purposes of the Transbay Terminal Project; and making findings of consistency with the General Plan and eight priority policies of Planning Code section 101.1, and environmental findings.

July 8, 2003 Board of Supervisors — ADOPTED

Ayes: 10 - Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Maxwell, McGoldrick,
Peskin, Sandoval


Excused: 1 - Newsom

015612

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File No. 030997

I hereby certify that the foregoing Resolution was ADOPTED on July 8, 2003 by the Board of Supervisors of the City and County of San Francisco.


Gloria L. Young
Clerk of the Board

JUL 11 2003

Date Approved


Mayor Willie L. Brown Jr.

The foregoing document is certified to be a full, true, and correct copy of the original on file.

Gloria L. Young, Clerk
Board of Supervisors
City and County of San Francisco

By: 

Date: 7/21/03

(Seal)

015612

TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

Resolution No. 03-004

WHEREAS, In order to design and construct the Transbay Terminal and Downtown Caltrain Extension Project (Project); the Transbay Joint Powers Authority (TJPA), the City and County of San Francisco (City) and the State of California Department of Transportation (Caltrans) must enter into a Cooperative Agreement (Agreement) for the transfer of real property needed for the Project; and,

WHEREAS, These properties are currently owned by Caltrans; and,

WHEREAS, The City and the TJPA staff have negotiated a Cooperative Agreement with Caltrans for the transfer of the real property at no cost; and,

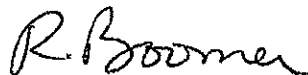
WHEREAS, The Agreement includes a provision that all transferred property must be used solely for the Project; and,

WHEREAS, The City will provide all tax-increment funds from the Caltrans property transferred under the Agreement to support the design and construction of the Project; now therefore be it

RESOLVED, That the Transbay Joint Powers Authority Board of Directors does hereby approve the attached Cooperative Agreement regarding the transfer of real property needed for the Transbay Terminal and Downtown Caltrain Extension Project with the California State Department of Transportation and the City and County of San Francisco and, be it

FURTHER RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute the Cooperative Agreement and to take such further actions as necessary to implement the terms and conditions.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of May 30, 2003.



Secretary, Transbay Joint Powers Authority

EXHIBIT A

TRANSFER PARCELS

015612

Note: This preliminary Exhibit was prepared without benefit of a title report or legal descriptions. Legal Descriptions of parcel boundaries to be added subsequently. Until such additions are made the Parties agree that the intent of Exhibit A is to show transfer of State's interests in Assessor's parcels minus Operating Rights of Way as defined in the Agreement, and minus all of State's reserved easements and Powers of Termination.

EXHIBIT MAP





DECEMBER 2008
(REVISION: 4/02/03)

SCALE: NONE

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION
AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 4

SHEET 1 OF 6

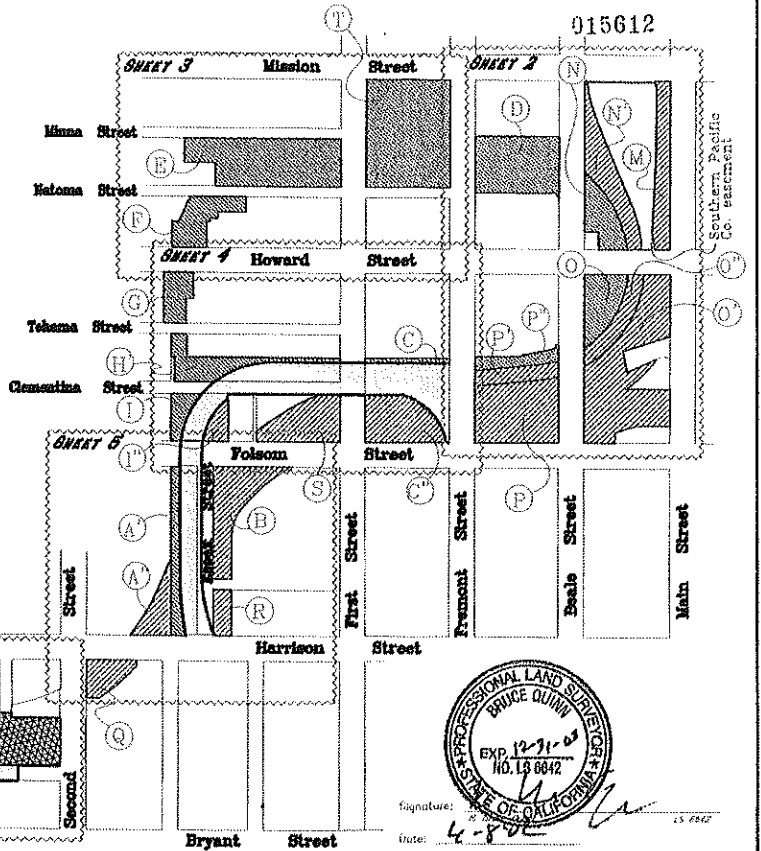
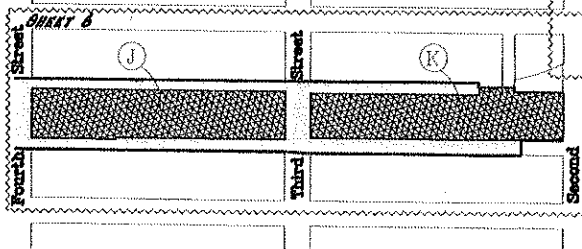
PARCEL LEGEND

-  STATE OWNED PARCELS TO BE TRANSFERRED TO THE CITY AND COUNTY OF SAN FRANCISCO
-  STATE OWNED PARCELS TO BE TRANSFERRED TO THE TRAKSEWAY JOINT POWERS AUTHORITY
-  STATE OWNED PARCELS TO BE LEASED TO GOLDEN GATE BRIDGE, HIGHWAY, AND TRANSPORTATION DISTRICT ("GGBHTD") AND THE AUTHORITY FOR BUS STAGING AND PARKING
-  STATE OPERATING RIGHT OF WAY

PARCEL INFORMATION

PARCEL NO.	APN
A	3749-052
A'	3749-052
B	3749-054
C	3737-005, -012, -027
C'	3737-005, -012, -027
D	3719-003
E	3721-006
F	3721-010A
G	3736-059
H	3756-057
I	3786-018
J	3786-018
K	3763-004
L	3718-027
M	3718-025
N	3718-025
O	3720-009
O'	3720-009
P	3720-009
P'	3720-009
P''	3720-009
P'''	3720-009
P''''	3720-009
Q	3764-058
R	3749-061
S	3786-120
T	3720-001

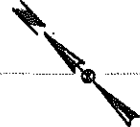
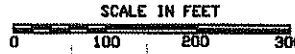
NOTE: This map is for exhibit purposes only and is not for the intent of interpreting legal boundary rights and parcel areas



Signature: *[Handwritten Signature]*
Date: 4-8-08
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION FROM EXISTING RECORDS IN THE OFFICE OF RIGHT-OF-WAY ENGINEERING.

EXHIBIT MAP
DECEMBER 2002
(REVISION: 4/02/03)
SCALE: 1"=50'
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION
AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 4
SHEET 2 OF 6

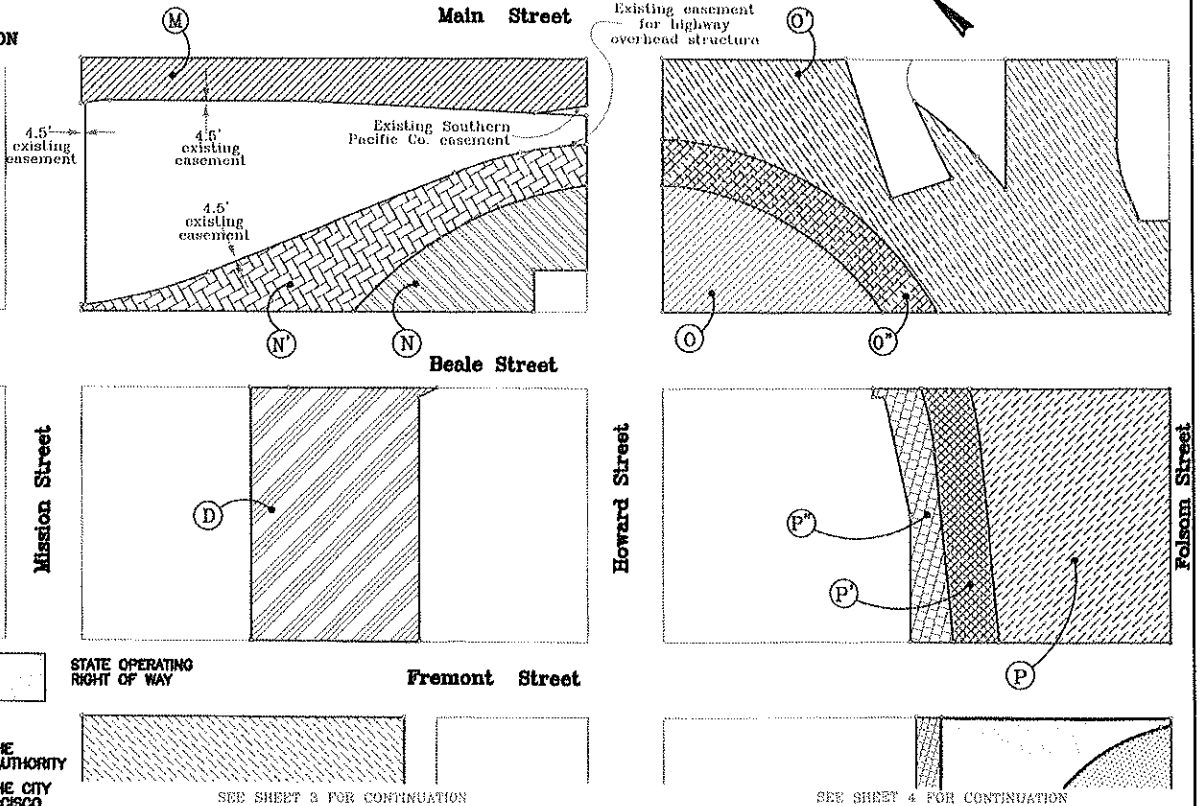
NOTE: This map is for exhibit purposes only and is not for the intent of interpreting legal boundary rights and parcel areas



015612

LEGEND:

(D)	APN. 3719-003 AREA (Sq. Ft.) 50,870±
JPA	APN. 3718-027 AREA (Sq. Ft.) 27,477±
(M)	APN. 3718-025 AREA (Sq. Ft.) 19,994±
CCSF	APN. 3718-025 AREA (Sq. Ft.) 30,844±
(N)	APN. 3739-008 AREA (Sq. Ft.) 22,568±
JPA	APN. 3739-008 AREA (Sq. Ft.) 86,069±
(N')	APN. 3739-006 AREA (Sq. Ft.) 16,397±
CCSF	APN. 3738-004 AREA (Sq. Ft.) 54,370±
(O)	APN. 3738-004 AREA (Sq. Ft.) 13,870±
JPA	APN. 3738-004 AREA (Sq. Ft.) 10,660±
(O')	TO BE TRANSFERRED TO THE TRANSBAY JOINT POWERS AUTHORITY
(P)	TO BE TRANSFERRED TO THE CITY AND COUNTY OF SAN FRANCISCO
(P')	
(P'')	



SEE SHEET 3 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION

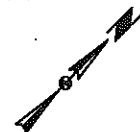
EXHIBIT MAP

DECEMBER 2002
(REVISION: 4/03/03)
SCALE: 1"=50'

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION
AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 4

SHEET 3 OF 6

NOTE: This map is for exhibit purposes
only and is not for the intent
of interpreting legal boundary
rights and parcel areas

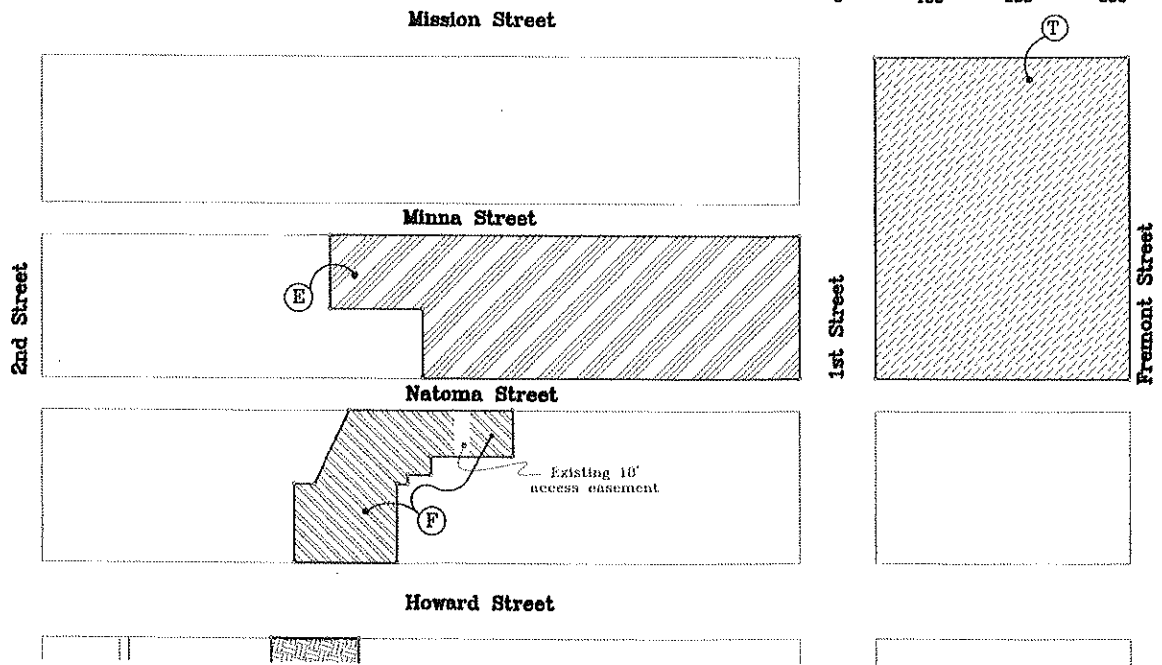


015612



LEGEND:

- (E) A.P.N.
3721-008
AREA (Sq. Ft.)
71,748±
- (F) A.P.N.
3721-015A
AREA (Sq. Ft.)
22,304±
INCLUDES
900± SQ FT
ACCESS
EASEMENT
- (T) A.P.N.
3720-001
AREA (Sq. Ft.)
66,252±
- JPA TO BE TRANSFERRED
TO THE TRANSBAY
JOINT POWERS
AUTHORITY



SEE SHEET 2 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION

EXHIBIT MAP

DECEMBER 2002
 (REVISION: 4/02/03)
 SCALE: 1"=50'

STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION
 AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 4

SHEET 4 OF 6

NOTE: This map is for exhibit purposes only and is not for the intent of interpreting legal boundary rights and parcel areas

















SCALE IN FEET



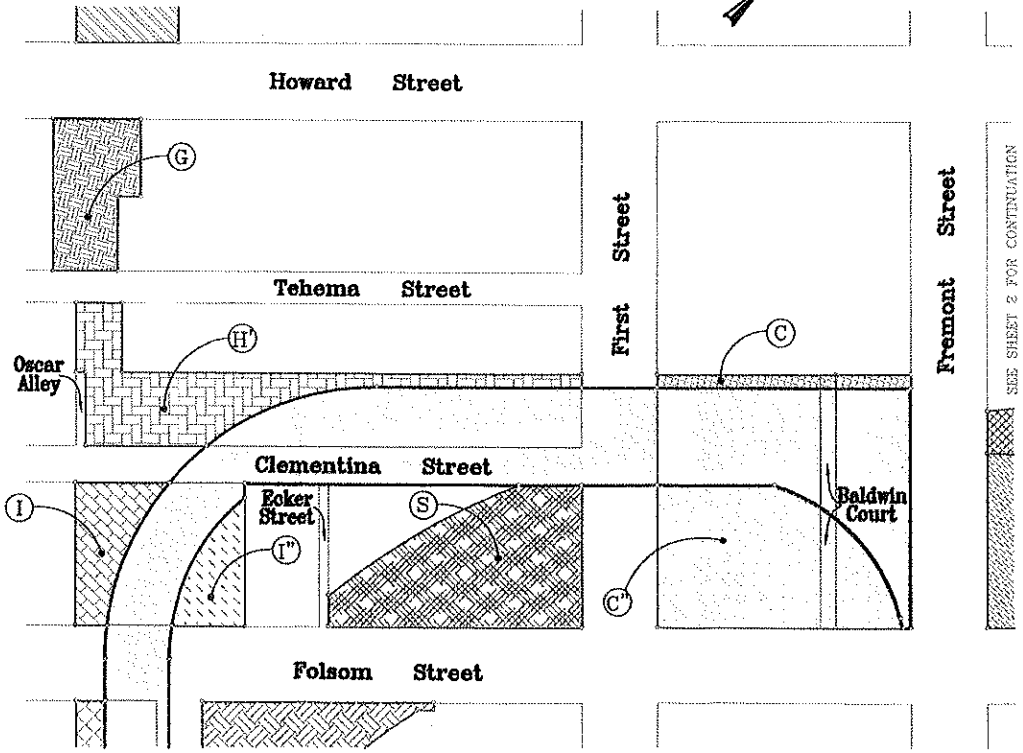
015612

SEE SHEET 3 FOR CONTINUATION

LEGEND:

- 

 A.P.N. 3737-005, -012, -027
 AREA (SQ. FT.) 3,980±
 JPA
- 

 A.P.N. 3737-005, -012, -027
 AREA (SQ. FT.) 34,746±
 CCSF
- 

 A.P.N. 3736-080
 AREA (SQ. FT.) 13,720±
 JPA
- 

 A.P.N. 3736-007
 AREA (SQ. FT.) 24,118±
 JPA
- 

 A.P.N. 3736-018
 AREA (SQ. FT.) 9,217±
 JPA
- 

 A.P.N. 3736-018
 AREA (SQ. FT.) 7,177±
 CCSF
- 

 A.P.N. 3736-120
 AREA (SQ. FT.) 31,564±
 CCSF
- 

 STATE OPERATING RIGHT OF WAY

JPA TO BE TRANSFERRED TO THE TRANSBAY JOINT POWERS AUTHORITY
 CCSF TO BE TRANSFERRED TO THE CITY AND COUNTY OF SAN FRANCISCO



SEE SHEET 5 FOR CONTINUATION

SEE SHEET 2 FOR CONTINUATION

EXHIBIT MAP

DECEMBER 2002
 (REVISION: 4/02/03)
 SCALE: 1"=100'

STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION
 AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 4
 SHEET 5 OF 6



SEE SHEET 4 FOR CONTINUATION

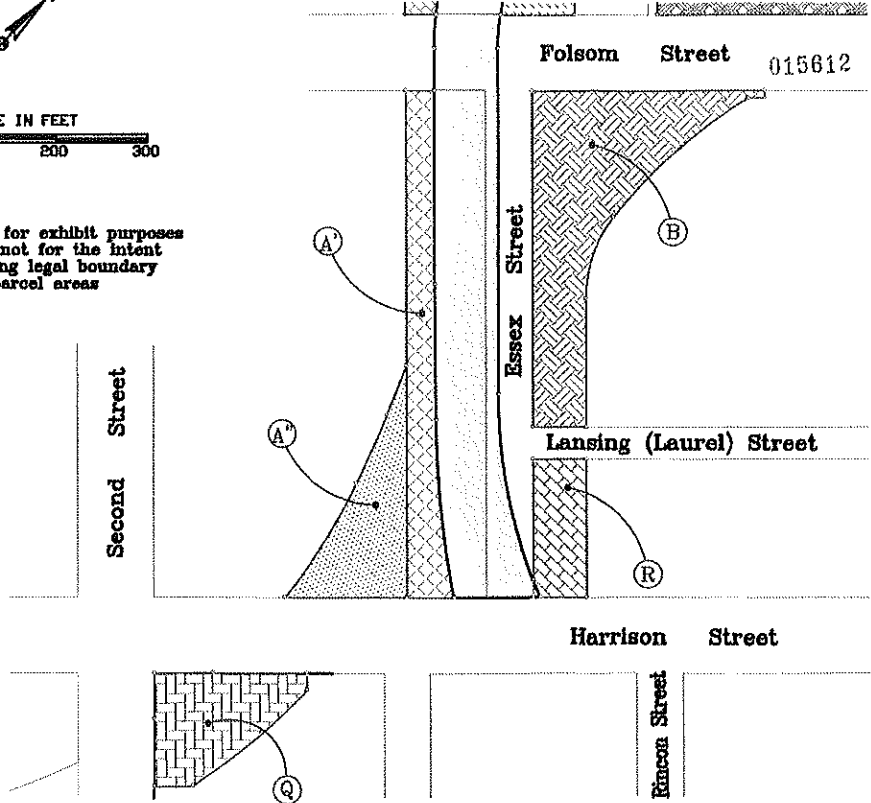
LEGEND:

- (A) [Cross-hatch pattern] A.P.N. 3749-052
 JPA AREA (Sq. Ft.) 20,659±
- (A') [Dotted pattern] A.P.N. 3749-052
 CCSF AREA (Sq. Ft.) 14,712±
- (B) [Diagonal line pattern] A.P.N. 3749-064
 CCSF AREA (Sq. Ft.) 35,837±
- (Q) [Grid pattern] A.P.N. 3749-081
 CCSF AREA (Sq. Ft.) 14,310±
- (R) [Diagonal line pattern] A.P.N. 3784-068
 CCSF AREA (Sq. Ft.) 6,668±
- [Empty box] STATE OPERATING RIGHT OF WAY

NOTE: This map is for exhibit purposes only and is not for the intent of interpreting legal boundary rights and parcel areas

JPA TO BE TRANSFERRED TO THE TRANSBAY JOINT POWERS AUTHORITY
 CCSF TO BE TRANSFERRED TO THE CITY AND COUNTY OF SAN FRANCISCO

SEE SHEET 6 FOR CONTINUATION

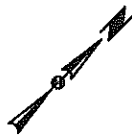


015612

EXHIBIT MAP

FEBRUARY 2003
(REVISION: 4/02/03)
SCALE: 1"=75'

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION
AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 4
SHEET 6 OF 6



LEGEND:

(J)  A.P.N. 3762-004
GO AREA (Sq. Ft.) 129,540±

(K)  A.P.N. 3763-112
JPA AREA (Sq. Ft.) 124,376±

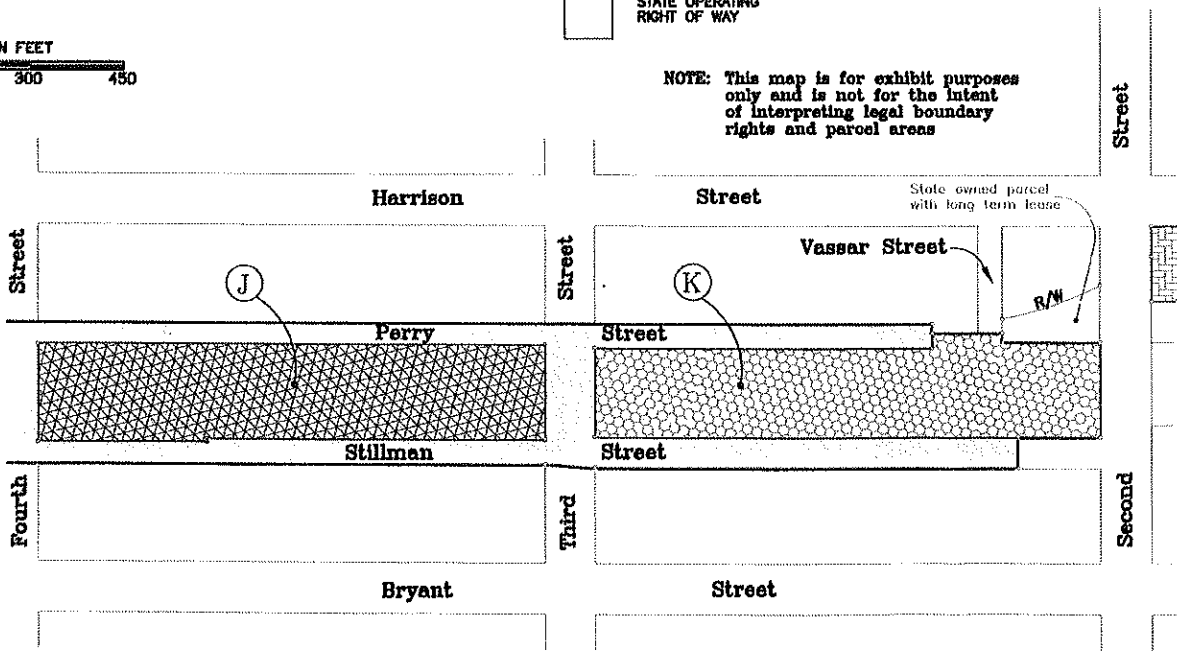
 STATE OPERATING
RIGHT OF WAY

GO STATE OWNED PARCEL TO BE LEASED TO THE GOLDEN GATE BRIDGE, HIGHWAY, AND TRANSPORTATION DISTRICT ("GGHTD") FOR BUS STAGING AND PARKING

JPA STATE OWNED PARCEL TO BE LEASED TO THE TRANSBAY JOINT POWERS AUTHORITY FOR BUS STAGING AND PARKING



NOTE: This map is for exhibit purposes only and is not for the intent of interpreting legal boundary rights and parcel areas



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EXHIBIT B

FORM OF DIRECTOR'S DEED & STATE POWER OF TERMINATION

[Form of Director's Deed – To Come]

[Insert for State Quitclaim Deeds re Power of Termination]

Power of Termination. The Property is being conveyed as part of a number of separate conveyances of property by Grantor to the City and County of San Francisco and the Transbay Joint Powers Authority pursuant to that certain Cooperative Agreement dated as of _____, by and between the State of California, acting by and through its Department of Transportation, the City and County of San Francisco and the Transbay Joint Powers Authority (herein, the "Cooperative Agreement"), to achieve the development of the New Transbay Terminal and related facilities, all as more particularly described in the Cooperative Agreement. All definitions set forth in the above referenced Cooperative Agreement are applicable to and incorporated into this deed. To assure the purposes of the Cooperative Agreement, the satisfaction of each of the provisions of subsections (a)(1) and (a)(2), below, is expressly declared to be a condition subsequent for the benefit of Grantor. Should said conditions not be satisfied, Grantor shall have the power to terminate the fee simple estate in the Property conveyed by this deed, and to reenter and take possession and title to the Property, including without limitation, all improvements thereon, in the manner provided in subsections (b) and (c) hereof and subject to expiration and relinquishment of the Power of Termination pursuant to subsection (d) hereof. The interest created in Grantor by this paragraph is a "Power of Termination" as defined in California Civil Code Section 885.010.

- (a) With respect to the Property conveyed by this deed, the following are conditions subsequent:
 - (1) If the Property is sold to a third party by the City and County of San Francisco, the Transbay Joint Powers Authority or by the Redevelopment Agency of the City and County of San Francisco, as its successor in interest to the Property, the Gross Sales Proceeds shall be deposited into the Trust Account established pursuant to the Cooperative Agreement prior to or concurrently with the sale of the Property to the third party; and
 - (2) If the Property is retained by the City and County of San Francisco or the Transbay Joint Powers Authority, or transferred from the City and County of San Francisco to the Transbay Joint Powers Authority for the development of the New Transbay Terminal and related facilities, the New Transbay Terminal shall be completed by the Project Completion Date or by the date actual passenger bus service shall have commenced at the New Transbay Terminal, whichever is sooner.

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Exhibit B, p. 2

- (b) Grantor shall have the right, following not less than thirty days prior written notice to Grantee or its successor in interest to the Property, to exercise its Power of Termination in each of the following circumstances:
- (1) If the Property is sold to a third party by the City and County of San Francisco, the Transbay Joint Powers Authority or by the Redevelopment Agency of the City and County of San Francisco, as its successor in interest to the Property, and the Gross Sales Proceeds are not deposited into the Trust Account established pursuant to the Cooperative Agreement prior to or concurrently with the sale of the Property to the third party or within thirty days following the written notice from Grantor (or by such later date as shall be specified in such notice); or
 - (2) If the Property is retained by the City and County of San Francisco or the Transbay Joint Powers Authority, or transferred from the City and County of San Francisco to the Transbay Joint Powers Authority for development of the New Transbay Terminal and related facilities and the New Transbay Terminal is not completed by the Project Completion Date (as defined in the Cooperative Agreement) or actual passenger bus service does not commence in the New Transbay Terminal by the Project Completion Date or within thirty days following the written notice from Grantor (or by such later date as shall be specified in such notice).
- (c) Grantor's Power of Termination under this paragraph shall expire and be relinquished as to the Property, and Grantor agrees to the delivery and recordation of a Relinquishment of Power of Termination pursuant to the terms of the Cooperative Agreement, upon receipt of written notice from either the City and County of San Francisco, the Redevelopment Agency of the City and County of San Francisco or the Transbay Joint Powers Authority, as the case may be, that either:
- (1) the Property has been sold by the City and County of San Francisco, the Transbay Joint Powers Authority or by the Redevelopment Agency of the City and County of San Francisco, as its successor in interest to the Property, and the Gross Sales Proceeds have been deposited into the

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Exhibit B, p. 3

Trust Account established pursuant to the Cooperative Agreement prior to or concurrently with the sale of the Property to the third party; and Grantor does not object thereto within thirty days of such notice; or

- (2) the Property has been used for the development of the New Transbay Terminal and related facilities and either (a) the New Transbay Terminal has been completed by the Project Completion Date, or (b) actual passenger bus service has commenced at the New Transbay Terminal; and Grantor does not object thereto within thirty days of such notice.

- (d) Unless specifically agreed to in writing by Grantor, the Power of Termination contained in subsection (b)(2), above, of this paragraph shall be senior to and shall not be limited, defeated, rendered invalid by the terms of, or rights or interests of parties and others provided in: (i) any bond indenture, note, certificate of participation, mortgage, deed of trust, assignment or other security instrument entered into to finance the design and development of the New Transbay Terminal and related facilities; and/or in (ii) any agreement or contract entered into in furtherance of the financing, design and development of the New Transbay Terminal and related facilities.

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EXHIBIT C

FORM OF STATE'S ASSIGNMENT OF LEASES

THIS ASSIGNMENT is made and entered into effective as of this _____ day of _____, 200____ (Effective Date), by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation ("Assignor") and the (*City and County of San Francisco, or Transbay Joint Powers Authority*) ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, effective as of the Effective Date (as defined above) Assignor assigns and transfers to Assignee all of Assignor's right, title claim and interest in and under that certain lease executed with respect to that certain real property designated as Parcel _____ (the Property), as more particularly described in Transbay Transit Terminal Cooperative Agreement No. 4-1981-C.

ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AND COVENANT AS FOLLOWS:

1. Assignor represents and warrants that as of the date of this Assignment and the Effective Date, the Assignor has provided Assignee with the current lease agreement affecting the parcel.
2. Assignee has reviewed the full text of the lease agreement referenced herein and understands all terms and conditions of said lease agreement.
3. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating prior to the Effective Date and arising out of the landlord's obligations under the lease.
4. Effective as of the Effective Date, Assignee hereby assumes all of the landlord's obligations under the Lease and agrees to indemnify, defend and keep Assignor harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating subsequent to the Effective Date and arising out of the landlord's obligations under the lease. All obligations, if any, under State and Federal law pertaining to relocation assistance originating subsequent to the Effective Date shall rest with Assignee.
5. Any rental and other payments due lessor under the Lease shall be prorated between the parties as of the Effective Date. On the Effective Date, Assignor shall transfer to Assignee the entire security deposit for Lease.
6. Rent under the Lease shall not be apportioned as of the Effective Date, regardless of whether or not such rent has been paid to Assignor. With respect to any rent arrearage under the Lease outstanding as of the Effective Date, Assignee shall pay to Assignor any rent that is actually collected after the Effective Date and is applicable to the period preceding the Effective date; provided, however, that all rent collected by Assignee shall be applied first to all unpaid rent accruing on and after the Effective Date, and only then to unpaid rent accruing prior to the Effective Date. Assignee shall not be obligated to take any steps to recover any rent arrearage.
7. This Assignment of Lease is subject to provisions of Section II., Subsection C. of the above-referenced Cooperative Agreement.

Exhibit C, p. 2

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- 8. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

Assignor and Assignee have executed this Assignment effective as of the day and year first written above.

Approved as to form:

By _____
 ANTONIO R. ANZIANO
 Attorney, Caltrans

ASSIGNOR
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

By

 MARTA A. BAYOL
 Chief, Real Property Services

Approved as to form:
 DENNIS J. HERRERA, City Attorney

By _____
 Deputy City Attorney

ASSIGNEE
 CITY AND COUNTY OF SAN
 FRANCISCO
 A Municipal Corporation

By

 Director of Property

TRANSBAY JOINT POWERS
 AUTHORITY

By _____

015612

EXHIBIT D
FORM OF ESCROW INSTRUCTIONS &
RELINQUISHMENT OF POWER OF TERMINATION

Dated: _____

[INSERT NAME,
ADDRESS OF
ESCROW AGENT]

RE: Escrow No. _____; Parcel No. _____

Ladies and Gentlemen:

Pursuant to that certain Cooperative Agreement (the "Cooperative Agreement") dated as of _____, by and between the State of California, acting by and through its Department of Transportation (the "State"), the City and County of San Francisco (the "City") and the Transbay Joint Powers Authority (the "Authority"), the State has delivered to you a Quitclaim Deed (hereafter referred to as the "Deed") to convey to _____

[INSERT CITY OR AUTHORITY, as appropriate] that certain real property situated in the City and County of San Francisco, State of California, which property is more particularly described in Attachment "A" attached hereto (hereafter referred to as the "Property"). The Deed reserves to the State a Power of Termination to be relinquished by the State upon satisfaction of the applicable conditions set forth below. All definitions set forth in the above-referenced Cooperative Agreement are applicable to and incorporated into this document.

To relinquish the Power of Termination reserved in the Deed to the Property upon satisfaction of the applicable conditions, the State hereby delivers to you for deposit into Escrow No. _____ that certain RELINQUISHMENT OF POWER OF TERMINATION (hereafter referred to as "Relinquishment"), executed and acknowledged in recordable form by the State.

You are hereby instructed to deliver and record the Relinquishment upon satisfaction of either of the following conditions:

1. You receive written notice from the City, Authority, or from the Redevelopment Agency of the City and County of San Francisco (the "Agency"), with a certification that a copy of such notice has been concurrently delivered to the State, that the City, Authority or Agency, as the case may be, has deposited into the Trust Account established pursuant to Section III., Subsection G. of the Cooperative Agreement, concurrently with the sale of the Property to a third party, all Gross Sales Proceeds from the sale of the Property; or

2. (a) You receive written notice from the City or Authority, with a certification that a copy of such notice has been concurrently delivered to the State, of the occurrence of one of the following events: (i) the New Transbay Terminal has been completed by the Project Completion Date; or (ii) that actual passenger bus service has commenced at the New Transbay Terminal; and

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Exhibit D, p. 2

(b) the State has not filed with you a written notice of objection to recordation within thirty days of the date of the notice to you from the City or Authority under clause (a), above. If the State has filed a written notice of objection to recordation, you shall deliver and record the Relinquishment only upon receipt of written notice from the State that objections have been removed.

In the event that (a) you have received written notice from the State, with a certification that such notice has also been concurrently delivered to the Authority, City and Agency, that the State has exercised its Power of Termination under the Deed as to the Property, and (b) the Authority, City and Agency have not filed with you a written notice of objection to the State's exercise of the Power of Termination within thirty days of the date of the State's notice to you, you shall forthwith return the Relinquishment as to the Property to the State. If the Authority, City or Agency has filed a written notice of objection to the State's exercise of the Power of Termination as to the Property, you shall return the Relinquishment to the State only upon receipt of written notice from the Authority, City or Agency, as the case may be, that the objection has been removed.

The undersigned, jointly and severally, and each of us, hereby agrees to defend, indemnify and hold harmless from any liability whatsoever, including attorneys fees, arising out of your carrying out of these instructions.

These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of each of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

Very truly yours,

State of California, acting by and through its
Department of Transportation

City and County of San Francisco

By _____

By _____

Its _____

Its _____

Transbay Joint Powers Authority

By _____

Its _____

Exhibit D, p. 3

ATTACHMENT A
Property Description
[TO BE ATTACHED]

015612

EXHIBIT D, ATTACHMENT NO. 1

015612

(Relinquishment of Power of Termination)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

**[TO BE COMPLETED AT TIME
OF DEPOSIT INTO ESCROW]**

Space above this line for Recorder's use

MAIL TAX STATEMENTS TO:

**[TO BE COMPLETED AT TIME
OF DEPOSIT INTO ESCROW]**

DOCUMENTARY TRANSFER TAX \$ 0
Computed on the consideration or value of
property conveyed;

Signature of Declaring or
Agent determining tax

RELINQUISHMENT OF POWER OF TERMINATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
THE STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State"), does hereby REMISE, RELEASE AND QUITCLAIM TO _

**[INSERT AUTHORITY, CITY
OR REDEVELOPMENT AGENCY, AS CASE MAY BE - TO BE COMPLETED AT
TIME OF DEPOSIT INTO ESCROW]** its remaining interest in the real property in the City of
San Francisco, County of San Francisco, described in Attachment A attached hereto, in
relinquishment of that Power of Termination reserved by the State in its quitclaim deed recorded
in the office of the Recorder of the City and County of San Francisco, in Book ___ of Official
Records, at page _____.

Dated: _____

State of California,
acting by and through
its Department of Transportation

By: _____

Its: _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

015612

Exhibit D, ATT. No. 1, p. 2

ATTACHMENT A
Property Description
[TO BE ATTACHED]

015612

District Agreement No. 4-1981-C

015612

EXHIBIT E

FORM OF TENANT WAIVER OF RELOCATION ASSISTANCE

Tenant acknowledges that it will not be a displaced person at the time this Lease is terminated or expires by its own terms, and Tenant fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, Landlord, 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 Landlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.; 42 U.S.C., Section 4601, et seq.), except as otherwise specifically provided in this Lease with respect to a Taking.

DEPARTMENT OF TRANSPORTATION

111 GRAND AVENUE
P. O. BOX 23440
OAKLAND, CA 94623-0440
PHONE (510) 286-5400
FAX (510) 286-5482



*Flex your power!
Be energy efficient!*

May 2, 2005

Ms. Maria Ayerdi
Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105-1858

Dear Ms. Ayerdi:

As discussed and agreed both at our meeting on April 1, 2005 and during subsequent conversations, this letter will confirm that the Department has removed the excess land transfer item relating to several of the parcels identified in the July 11, 2003 cooperative agreement from the California Transportation Commission's May 2005 agenda. We will await further instructions from the Joint Powers Authority and the City and County before re-submitting the item for Commission action.

At our April 1, 2005 meeting, we agreed to provide a summary of the more significant valuation assumptions we used in developing the valuation estimate provided to the Commission. Those assumptions are:

- That the height limit of 80 feet, in affect in the 2000 zoning plan, would be increased to at least the 1979 zoning plan limit of 320 feet for most of the properties. New developments in the area suggest the height limit is not static. For example, Block 3745 height limits in the 2000 zoning plan are 200 feet and 105 feet. Development has been approved for 36 story and 41 story towers. Block 3765 height limits in the 2000 zoning plan are 200 feet and 84 feet. A proposed development in the environmental assessment stage is for two 550 foot towers.
- Block 3745 has a density of 368 units per acre. 301 First (Metropolitan), Block 3746 has a density of 380 units per acre. The density of the State owned parcels along Folsom Street should be near 350 units per acre.
- That a developer would acquire the parcel(s) needed in Block 3739 as assemblage to "square" the parcel.
- That all transferred parcels would be developable with residential units with development densities from 100 to 350 units per acre depending on shape and location. These densities are supported by current or proposed developments near each specific parcel.

Ms. Maria Ayerdi


May 2, 2005

Page 2

- That the temporary construction easements for the West Approach Seismic project will have little affect on property value as most developments take two to three years to receive all approvals from the City and the West Approach project is scheduled to be completed by 2008.

Please let me know if you need clarification or additional details.

Sincerely,



R. A. MACPHERSON
Deputy District Director
Right of Way

cc: John Cooper, Esq.

Appendix B Project Consistency Memorandum

PROJECT MEMORANDUM

DATE: August 13, 2008

TO: Luis Zurinaga, San Francisco County Transportation Authority

FROM: Lauren Abom, NRM Environmental Consulting

RE: Folsom Street-Fremont Street Off-Ramp Reconfiguration
Discussion of Project Consistency with CEQA/NEPA Documentation
for Projects within the Project Area

The following memorandum has been prepared in response to a request from the San Francisco County Transportation Authority (SFCTA) and the San Francisco Redevelopment Agency (SFRA) to review the following documents to determine how the Folsom Street-Fremont Street Off-Ramp Reconfiguration Project (proposed project) meets the goals and mitigation measures identified therein:

- Final Environmental Impact Statement (FEIS) for the Alternatives to Replacement of the Embarcadero Freeway and the Terminal Separator Structure (Federal Highway Administration, California Department of Transportation, City and County of San Francisco 1995)
- Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final EIS/EIR (San Francisco Redevelopment Agency 2003)
- Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan (Zimmer Gunsul Frasca Partnership 2006, Streetscape and Open Space Plan)

BACKGROUND

The current Folsom Street-Fremont Street off-ramp configuration is within the planned Transbay Terminal Redevelopment Project Area in downtown San Francisco, California and was constructed by the California Department of Transportation (Caltrans) in 2005 to minimize construction impacts of the Caltrans Route 80 West Approach Seismic Safety Project (WASSP) and to replace the sections of the Embarcadero Freeway (State Route 480) that were demolished after the 1989 Loma Prieta Earthquake.

The approach to eastbound I-80 is currently under reconstruction as part of the WASSP. As part of the WASSP, Caltrans temporarily closed the Harrison Street off-ramp, which exits westbound I-80 from the left lane and provides direct access to the Embarcadero waterfront. With the temporary closure of the Harrison Street off-

ramp Caltrans temporarily reconfigured the Folsom Street-Fremont Street off-ramp in 2005 to in order to maintain direct access to the Embarcadero waterfront.

Based on the initial project coordination meeting with Caltrans District 4 Planning and Local Assistance, District 4 Office of Encroachment and the SFCTA on December 24, 2007 and Caltrans' letter dated April 22, 2008, it is anticipated that this project will be approved through a Permit Engineering Evaluation Report (PEER) and not a combined Project Study Report/ Project Report (PSR/PR). It was discussed that the project may be constructed under a Caltrans Encroachment Permit issued to a local agency based on Caltrans' Memorandum dated July 3, 2007, "Processing Projects Funded by Others" for projects less than \$ 3.0 Million and is not anticipated to be a complex project. SFRA has requested that SFCTA be the implementing agency for this project approval process.

PROJECT DESCRIPTION

The SFCTA proposes to reconstruct the Folsom Street-Fremont Street off-ramp once the WASSP is completed and the Harrison Street off-ramp is reopened by early 2009 and return the off-ramp geometrics to its existing 2002 ramp configuration of a t-intersection. The modification involves realigning the Folsom Street diagonal portion of the off-ramp, making the off-ramp terminus perpendicular to Fremont Street, and maintaining the existing right-turn and left-turn movements. The new off-ramp t-intersection will include a new traffic signal, which will provide a protected pedestrian crossing of Fremont Street at the terminus of the off-ramp. Other improvements will allow the completion of a continuous sidewalk on the west side of Fremont Street between the off-ramp and Folsom Street and accommodations for a bike lane and bike parking along the northeast side of Fremont Street.

REVIEW SUMMARY

The following section summarizes NRM Environmental Consulting's review of the above listed documents to determine how the proposed project complies with the goals and mitigation measures of these projects, which have or would occur within the proposed project area.

Alternatives to Replacement of the Embarcadero Freeway and the Terminal Separator Structure (1995)

The diagonal section of the off-ramp was constructed as part of the Alternatives to Replacement of the Embarcadero Freeway and the Terminal Separator Structure Project (Embarcadero Freeway/Terminal Separator Structure Replacement Project)

and was common to six of the seven build alternatives (and options) considered in the FEIS for that project (Federal Highway Administration, Caltrans, City and County of San Francisco 1995). The two-lane diagonal portion of the off-ramp toward Folsom Street was not identified as mitigation in Section 4.5.1.8 or 4.5.2.4 for traffic or transit impacts, respectively.

Traffic mitigation measures identified in Section 4.5.1.8 are summarized below:

- Installing signs on Battery and Clay Streets to direct southbound drivers to use Clay, Davis, and Beale Streets as alternate routes to Bay Bridge on-ramps and other areas located south of Market Street
- Restriping the Harrison Street approach to I-80 at Fourth Street
- Improving the condition, adequacy and location of destination signage to and from Chinatown, North Beach, and Fisherman's Wharf
- Changing signal times to increase the length of green lights at those intersections with the longest queues at congested intersections
- Utilizing variable message signs (VMS) and sign control systems to inform drivers of traffic conditions and alternate routes

Transit mitigation measures identified in Section 4.5.2.4 are summarized below:

- Improving a deficiency of passenger loading space in front of the Ferry Building
- Minimizing problems related to the temporary relocation of bus stops during construction along the Embarcadero
- Maintaining overhead trolley wires along the Embarcadero during construction

Based on an evaluation of concerns voiced by Chinatown residents and business owners, specific traffic, transit, and parking improvements were incorporated into the design of the preferred alternative for the Embarcadero Freeway/Terminal Separator Structure Replacement Project. Specific improvements identified in Section 4.5.6.6 related to the following topics:

- Destination guide signs
- Signalizing the Broadway/Front and Broadway/Davis intersections
- VMS for parking access routes
- Extending MUNI Route #83 to the Embarcadero
- Reconfiguring the Embarcadero/Washington Street intersection
- Reserving right-of-way for a future rail system on Washington Street
- Establishing an exclusive transit lane for MUNI Route #15

Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project

The proposed project is consistent with the pedestrian mitigation measures considered in the Final EIS/EIR for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project, which include:

- Preventing narrowing of sidewalks through future construction
- Re-timing traffic light signalization
- Using future construction or redevelopment as opportunities to increase building setbacks thereby increasing sidewalk widths. Particular areas where such widening is most needed include:
 - The southeast corner of Fremont and Missions Streets
 - The northeast corner of First and Missions Streets
 - The north side of Mission Street between First and Fremont, and
 - Sidewalks south of Howard Street along Folsom, First, Fremont, and Beale that are less than 10 feet wide

Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan

Objectives of the proposed project include increasing the safety of pedestrians and bicyclists throughout the project area in a manner consistent with the objectives of the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan. The proposed project would open up space for the SFRA to develop the parcel bounded by the existing off-ramp, Folsom Street, and Fremont Street and extend Clementina Street to just south of Fremont Street. The proposed project meets pedestrian access goals, such as those described and depicted in Section 2.7 of the Streetscape and Open Space Plan, which calls for the transformation of Clementina Street from a vehicle and service route to a pedestrian accommodating link between neighborhoods and the planned Transbay Transit Center.

Removal of the diagonal section of the Folsom Street off-ramp and replacement with a one-lane ramp was identified in Section 3.4 of the Streetscape and Open Space Plan.

CONCLUSIONS

Consistency with Existing Plans and Projects within the Project Area

Construction of the proposed project is consistent with existing environmental documents for projects within the area of the proposed project and will not conflict with or invalidate any mitigation measures identified in the FEIS for the Alternatives to Replacement of the Embarcadero Freeway and the Terminal Separator Structure

or the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final EIS/EIR.

The proposed project also meets the goals and objectives stated in the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final EIS/EIR and the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan.

Functionality of the Folsom Street-Fremont Street Off-Ramp

Based on traffic data provided in the Folsom Street-Fremont Street Off-Ramp Reconfiguration Technical Memorandum, traffic volumes anticipated on the reconfigured off-ramp are expected to decrease by approximately 24% and operate at an acceptable Level of Service (LOS) as a result of the reopening of the Harrison off-ramp from Interstate 80 by early 2009 (Fehr & Peers 2008). As such, the proposed ramp reconfiguration will maintain its functionality of providing left-turns to northbound Fremont Street and right-turns to eastbound Folsom Street (via southbound Fremont Street) following completion of the proposed project.


As part of the proposed project a coordinated signal timing plan may be developed to include the new signal at the terminus of the off-ramp with the Fremont Street/Howard Street and Fremont Street/Folsom Street intersections. New movements and traffic volumes will not be introduced to the Fremont Street/Howard Street and the Fremont Street/Folsom Street intersections; therefore, no impact is expected.

Appendix C Traffic Technical Memorandum

TECHNICAL MEMORANDUM

Date: July 24, 2008

To: Marilou Ayupan, Mark Thomas & Co.

From: Ben Larson, Fehr & Peers 

Subject: *Folsom St. – Fremont St. Off-Ramp Reconfiguration*
Transbay Redevelopment Project Area

SF08-0394

Fehr & Peers has completed the assessment of the Folsom Street-Fremont Street off-ramp intersection reconfiguration, which was addressed in the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final EIS/EIR (April 2004) and presented in the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan (November 2006). The objective of the reconfiguration is to bring all existing movements of the I-80 off-ramp to a perpendicular intersection with Fremont Street to allow for a protected pedestrian crossing and to maximize development of the remaining parcel between Folsom Street and the off ramp. This configuration would allow for the signalization of the crossing while presenting a minimum at-grade pedestrian crossing distance and complete the sidewalk on the west side of Fremont Street between the off ramp and Folsom Street, which currently does not exist. Pedestrian and bicycle equity and safety are a key objective of this project.

The Transbay Redevelopment Plan also identifies Clementina Street as a “pedestrian alley” which will lead to the planned Transbay “Open Space” Park. The new traffic signal will also provide protected pedestrian passage across Fremont Street. We assessed the increased vehicular delay and ramp queuing associated with the signal. Intersection volumes were also applied to the California Manual on Uniform Traffic Control Devices (MUTCD, 2003 Revised Edition) to determine if any of the traffic signal warrants would be satisfied.

DATA COLLECTION

We conducted extensive field reconnaissance of the project site to verify existing intersection control, lane configurations, traffic signal timings, and other roadway characteristics. As shown in the images presented in Figure 1, pedestrian and bicycle access is poor on the west side of Fremont Street.



Figure 1 – Looking southeast on Fremont Street at off-ramp (left) and looking west at off-ramp from the Folsom Street/Fremont Street intersection (right).

EXISTING CONDITIONS

Caltrans' West Approach Seismic Safety Project (WASSP) is still under construction and the Harrison Street off ramp, which exits on the left side of the I-80 freeway, is still under construction and closed to traffic. The Folsom Street-Fremont Street off ramp has been reconstructed in an earlier construction phase and is the first off ramp into the City. The off-ramp exits westbound Interstate 80 (I-80), just west of the San Francisco-Oakland Bay Bridge, as two mixed-flow lanes. Just after its diverge from I-80, the ramp widens to provide three lanes with no shoulders (a temporary configuration constructed while the Harrison Street off-ramp is closed) and extends approximately 1,350 feet before it splits into five lanes for its eventual intersections with Fremont Street and Folsom Street. The ramp has been striped to accommodate the closure of the Harrison Street off ramp and is configured as follows:

- Two free-flowing left-turn lanes are provided for motorists continuing north on Fremont Street toward Howard Street.
- A single bus-only through lane provides a temporary connection to the Transbay Terminal and is stop-controlled at Fremont Street.
- Two channelized lanes that become the right-turn lanes or northeast leg of the Folsom Street/Fremont Street intersection is provided for vehicles destined for Folsom Street or continuing south on Fremont Street.

The full length of the off-ramp is approximately 2,200 feet. Pedestrian movement is prohibited on the west side of Fremont Street between the off ramp and Folsom Street. Figure 2 presents a schematic diagram including existing traffic volumes and traffic control. Existing traffic counts were collected for the AM and PM peak hours (7:00-9:00 AM and 4:00-6:00 PM) on Tuesday, May 8, 2007.

Completion of WASSP (Near-Term Conditions)

After the completion of Caltrans' WASSP both Harrison Street and Folsom-Fremont off ramps will be open to traffic. The Folsom Street-Fremont Street off-ramp will continue to exit from westbound I-80 as two mixed flow lanes but now will remain two lanes to provide standard ramp

shoulder widths (4-foot inside and 8-foot outside) for approximately 1,250 feet before it splits to four lanes. It is planned to be configured as follows:

- Two free-flowing left-turn lanes will continue to be provided for motorists continuing north on Fremont Street
- The bus-only through lane will no longer be required since the buses will now use the new Harrison Street off ramp.
- Two channelized lanes will continue to provide right-turn movements for vehicles destined for Folsom Street or continuing south on Fremont Street.

The proposed pavement delineation (or striping) plan is shown on Drawing PD-4 of the WASSP construction plans and presented on Figure 2 as "Near-Term" conditions.

Due to the Harrison Street off-ramp closure, counts collected at the Fremont Street off-ramp are higher than would be expected when the Harrison Street ramp is reopened in 2009. Historical counts provided by Caltrans for the ramps and I-80 mainline were assessed to determine volume adjustments that occurred due to the Harrison Street off-ramp closure in 2005. Our review shows that existing volumes on westbound I-80 are 10 percent lower than they were in 2005. The review also shows that of the total volume using the Harrison Street and Fremont Street off-ramps, 33 percent used the Harrison Street off-ramp in 2003. This percentage difference was then conservatively added to the westbound through volumes on Fremont Street (i.e., traffic using the Harrison Street ramp). Historical counts and redistribution calculations are provided in Attachment A.

The I-80 mainline at this location is at capacity during the AM and PM peak hours. Due to the limiting capacity provided by the San Francisco-Oakland Bay Bridge and the effect of the diverging movements at the off-ramps, increased future demand volumes would not be expected on the off-ramps. Additionally, there are no plans to construct additional lanes on the bridge.

Assuming a similar split between the two ramps, we project the total volume of traffic using the Fremont Street off-ramp to be 24 percent lower than existing volumes, once the Harrison Street off-ramp reopens.

PROJECT CONDITIONS

The proposed project would modify the off-ramp and yet maintain all existing vehicular movements to improve the pedestrian environment and better facilitate pedestrian access in and around the Transbay Redevelopment Project Area. This new ramp configuration will also provide better opportunity to develop the remnant parcel east of the ramp terminus and meet the land-use and revenue generation goals of the plan. This would be achieved through the following elements:

- Reconfigure all off-ramp movements to intersect Fremont Street at a single 90-degree location. The off-ramp approach would be configured with two left-turns and one right-turn. This would require Fremont Street to be a two-way section between the off-ramp and Folsom Street.
- Add a traffic signal on Fremont Street at the ramp terminus to control ramp traffic and westbound traffic on Fremont Street, and provide a protected pedestrian crossing across

both legs. The “scramble-phase” pedestrian signal would be actuated by pedestrians and coordinated with the Howard Street/Fremont Street intersection.

The length of the off-ramp will remain approximately 2,200 feet. Figure 3 presents a schematic diagram including adjusted existing traffic volumes and traffic control.

Intersection Analysis & Queuing

We used the Synchro intersection analysis platform to estimate vehicle delay per the Highway Capacity Manual (HCM, 2000) methodology. The analysis also provided queuing information to determine the storage adequacy of the off-ramp. Due to the over-capacity conditions identified by Synchro on the off-ramp, we continued the analysis by using the Synchro inputs to run a SimTraffic micro-simulation model. Synchro tends to under estimate delay and queuing in over-capacity situations. The results of the SimTraffic analysis for the critical time period (AM peak hour) are presented in Table 1.

TABLE 1 – PROPOSED PROJECT INTERSECTION ANALYSIS						
Location	Peak Hour	Existing Plus Project Conditions				
		Delay ¹	LOS ²	Ramp Left-Turn Queue ³ (2,200 ft available)	Ramp Right-Turn Queue ³ (600 ft available)	Fremont St. Through Queue ³ (150 ft available)
I-80 Westbound Off-ramp/ Fremont Street	AM	28	C	1005 ft	470 ft	115 ft
Notes: 1 Delay reported in seconds per vehicle from SimTraffic. 2 LOS = Level of Service. Based on LOS thresholds identified in the HCM 2000 for signalized intersections. 3 95 th percentile queue per lane reported by SimTraffic. AM Peak Hour volumes are considerably higher than PM Peak Hour volumes; therefore, AM peak hour was analyzed as the critical time period. Source: Fehr & Peers, 2008						

Our analysis assumes that the signal would operate with a 90-second cycle length in order to coordinate with the Fremont Street/Howard Street intersection. The walk time would be predicated by the distance required to cross Fremont Street (proposed at 62.5 feet). The pedestrian crossing time assumed was 25 seconds with 1 second of all-red time. This allows for 4 seconds of “walk” and 21 seconds of flashing “don’t walk”, which is considerably longer than what would be identified by the guidelines set by the *Manual on Uniform Traffic Control Devices* (MUTCD, 2003) of 3.5 feet per second for flashing “don’t walk” and a minimum of 4 seconds for “walk”. The 25 seconds of pedestrian crossing time allows for a walk speed of approximately 2.5 feet per second. The 95th percentile queue of 610 feet is adequately serviced by the 2,200 foot off-ramp.

An even slower walk speed could be accommodated considering the delay and queuing projected at the intersection. There are several options the City could consider for the timing of this signal. Queuing on Fremont Street can be weighed against crossing time for pedestrians; shorter

pedestrian crossing time and shorter vehicle queues or longer pedestrian crossing time and longer vehicle queues.

A coordinated signal timing plan can be developed to include the new signal with the intersections adjacent to the ramp terminal intersection. New movements and traffic volumes will not be introduced to the Harrison Street/Fremont Street and Folsom Street/Fremont Street intersections due to the project; therefore, an impact is not expected. "Platoons" of vehicles from the ramp terminal intersection being introduced to the roadway network could yield a benefit when coordinating with closely spaced intersections, opposed to traffic arriving in a free-flow manner as it does today.

Signal Warrants

Fehr & Peers conducted signal warrant calculations for the proposed signal at the I-80 off-ramp/Fremont Street intersection. Warrants were conducted for Project Conditions (based on counted volumes, adjusted for the reopening of the Harrison Street Ramp, and field observations). The 2003 MUTCD is a national publication that identifies traffic signal warrants based on nine criteria. They are listed below:

Warrant 1 – Eight-Hour Vehicular Volume

This warrant considers the installation of a traffic signal based on two conditions – Warrant 1A examines the total intersection volume over an eight-hour period, and Warrant 1B examines the volume on the major street where it causes excessive delay or conflict to vehicles approaching the intersection from the minor-street. Warrant 1B also considers the 85th percentile speed along the major-street, which may increase minor-street delay if fast enough. If either condition is met, Warrant 1 is met.

Warrant 2 – Four-Hour Vehicular Volume

Warrant 2 examines intersecting volumes for the major-street and minor-street approaches to determine if a specified minimum is exceeded for any four or more hours of an average day.

Warrant 3 – Peak Hour

This warrant examines conditions at an intersection to determine if the minor street traffic suffers undue delay when entering or crossing the major street for a minimum of one hour of an average day. Warrant 3 is met if one of two conditions is met – Warrant 3A examines minor street approach volume, stopped time delay, and total intersection volume. Warrant 3B examines the interaction of the major-street volume and the higher-volume minor-street approach.

Warrant 4 – Pedestrian Volume

The pedestrian volume warrant is satisfied when there are a substantial amount of pedestrians crossing a street at a crosswalk, which causes excessive delay to vehicles. Or, if a crosswalk is not present, the warrant examines the number of gaps in traffic in an hour to see if pedestrians experience excessive delay or unsafe conditions while attempting to cross the street.

Warrant 5 – School Crossing

Warrant 5 is intended to justify the installation of a traffic signal due to school children crossing the major street. The number of gaps in the traffic stream and the number of students during the

highest crossing hour determine whether this warrant is met, but prior to installing a traffic signal, other remedial measures shall be considered.

Warrant 6 – Coordinated Signal System

This warrant considers the installation of a traffic signal to maintain proper platooning of vehicles in a coordinated system. This warrant is met if adjacent traffic signals do not provide the necessary degree of vehicular platooning, and if the combination of adjacent and proposed traffic control signals will provide a progressive operation. Warrant 6A examines a one-way street and Warrant 6B examines a street with two-way traffic.

Warrant 7 – Crash Experience

Warrant 7 considers the installation of a traffic signal based on the severity and frequency of crashes analyzed under three conditions – an adequate trial of alternatives to reduce the number of accidents has failed (Warrant 7A), five or more accidents (that could be mitigated through the installation of a traffic signal) occurred over a 12-month period (Warrant 7B), and an examination of major and minor-street and pedestrian volumes (Warrant 7).

Warrant 8 – Roadway Network

This warrant is intended to justify the installation of traffic signals that would encourage concentration and organization of traffic flow on a roadway network at a common intersection of two or more major routes, as defined by MUTCD. Warrant 8A is based on existing and near-term peak hour volumes on an average weekday, and Warrant 8B is based on existing and near-term 5-hour volumes of a non-normal business day (i.e., a weekend or holiday).

The results of the signal warrant analysis are presented in Table 2.

Warrant Analysis Results

Warrants 1, 2, 3 and 8 are volume based warrants that would easily be met if the study location was a standard unsignalized intersection with conflicting movements. The warrants are not necessarily intended for non-conflicting movements as the ones presented by the study intersection. However, approach volumes were applied to the warrant calculation for informational purposes.

Warrant 4 is a foreseeable issue when pedestrian traffic is allowed on the west side of the Fremont Street intersection as proposed by the project and on the planned Clementina Street “pedestrian alley” which crosses Fremont Street. Providing pedestrian amenities combined with proposed development in the area will likely increase pedestrian volumes substantially. Installing a signal would provide adequate gaps for pedestrians to cross safely.

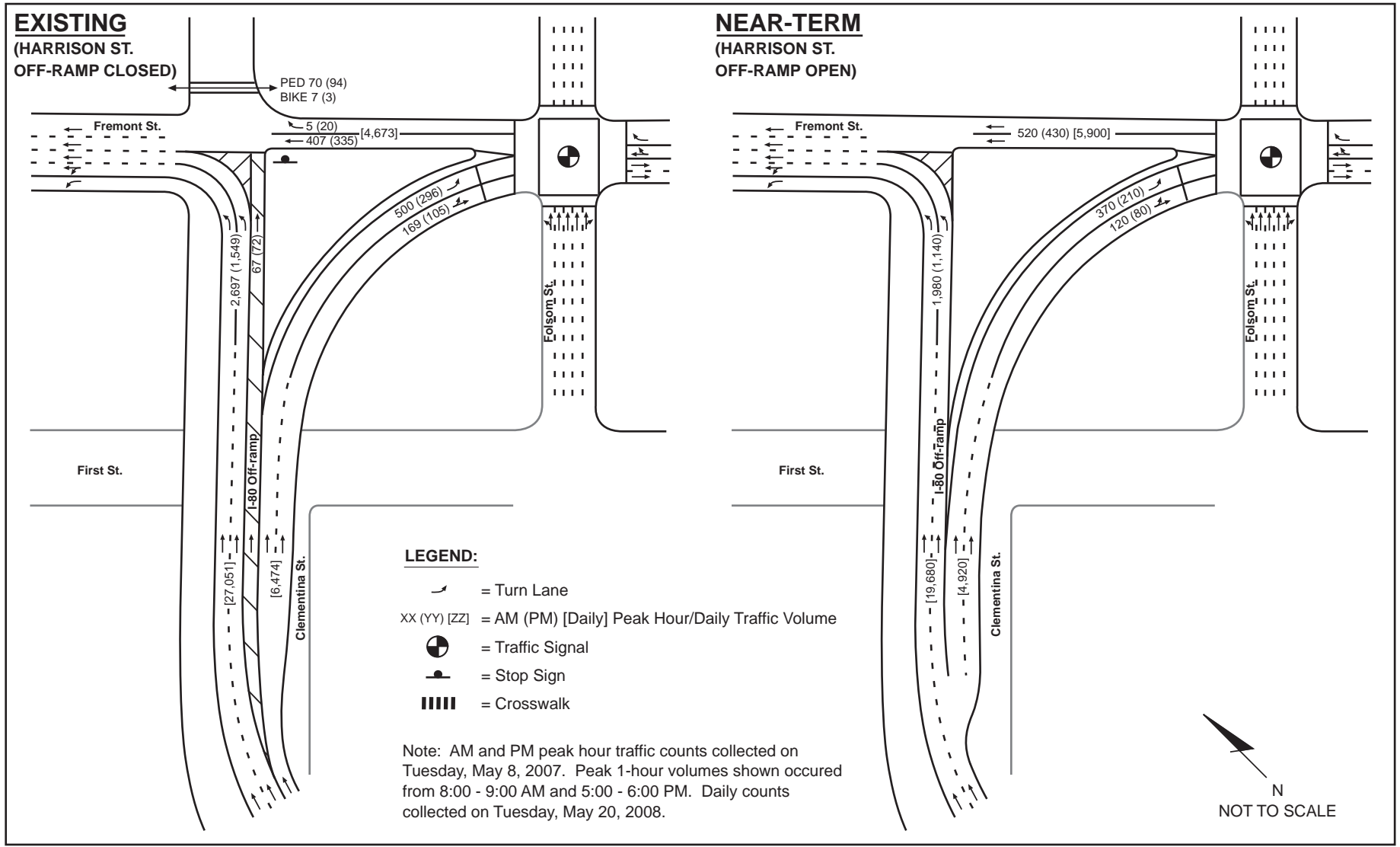
The decision to install a signal should not be based solely upon a signal warrant analysis. Satisfying one or more signal warrants indicates that a traffic signal may be a likely candidate for an intersection. Additional factors, such as delay to vehicles, pedestrians, and bicyclists; user confusion; approach conditions; and congestion must be considered as well.

TABLE 2: PROJECT CONDITIONS WARRANT ANALYSIS

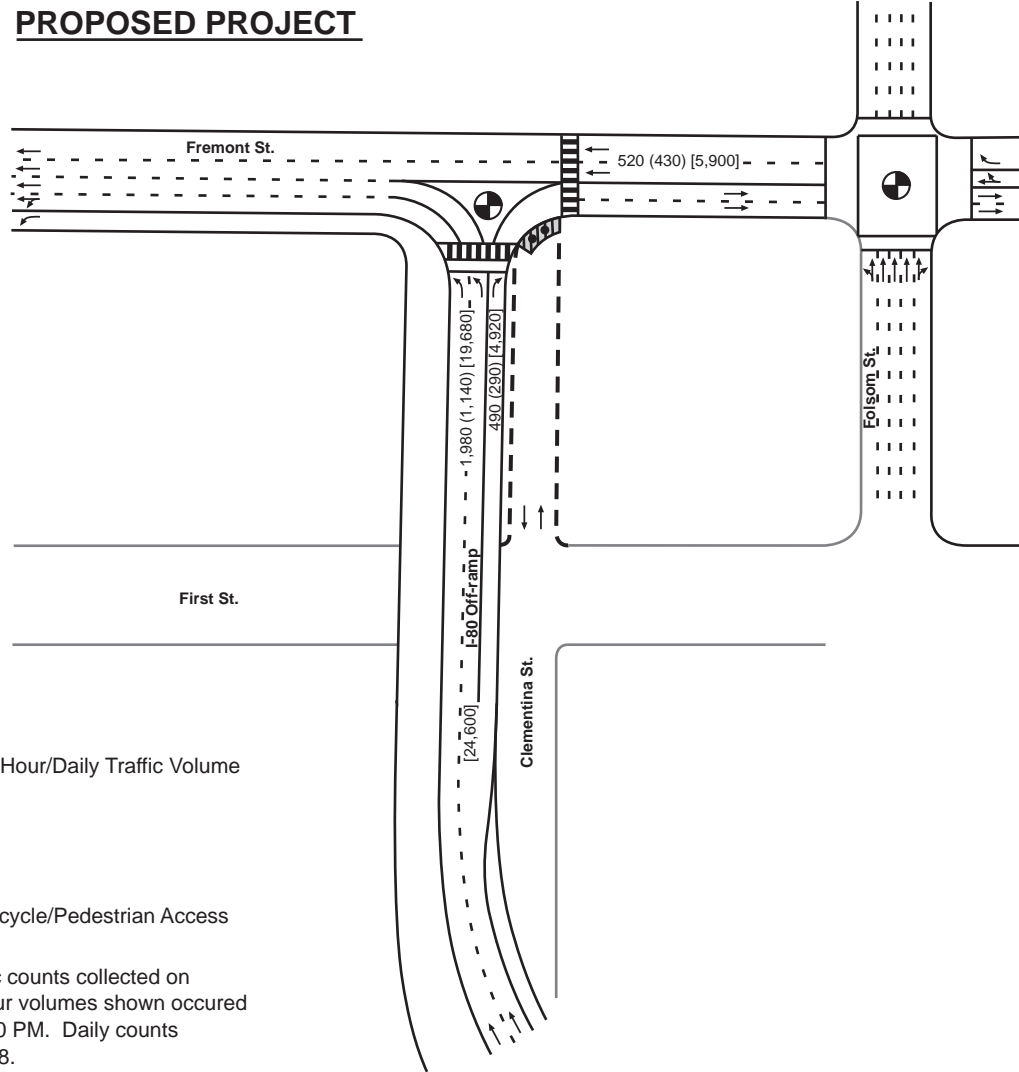
Warrant	I-80 Off-ramp / Fremont Street	Explanation
1. 8 Hour Volume	Met¹	High intersection volumes triggers Warrant 1
2. 4 Hour Volume	Met¹	High intersection volumes triggers Warrant 2
3. Peak Hour Volume	Met¹	Warrant 3A is based on peak hour delay, which is not met under current conditions; Warrant 3B is volume based and is met
4. Pedestrian Volume	Met²	Not currently an issue because pedestrians are prohibited from crossing at this point. If this crossing is implemented as proposed, gaps in traffic would not allow safe crossings
5. School Crossing	Not Met	Not a specified school route
6. Coordinated System	Not Met	Existing coordinated system allows for platooned flow
7. Crash Experience	Not Met	Not a specific concern at this location
8. Roadway Network	Met¹	Two major roadways intersecting with high volumes
<p>Notes: 1. Volumes meet threshold, but intended use of the signal warrants are for stop-controlled intersections with conflicting volumes. The nature of the channelized movements at this intersection to do not present the typical conflicts expected by the signal warrant analysis.</p> <p>2. Pedestrian volumes were not forecasted specific to this location. It is foreseeable that pedestrian patterns consistent with downtown San Francisco would exist with proposed land use and street design. Therefore, conservatively low pedestrian volumes were assumed for the warrant calculations.</p> <p>Signal warrant calculations per the 2003 MUTCD provided in Attachment A.</p> <p>Source: Fehr & Peers, 2008.</p>		

CONCLUSION

The proposed project will operate at an acceptable LOS during the critical AM peak hour with the reopening of the Harrison Street off-ramp while providing protected pedestrian crossings and maintaining all vehicular movements of the existing off-ramp. Queuing caused by the introduction of a traffic signal at the ramp terminus will be adequately stored by the ramp and roadway segments adjacent to the intersection. The signal will provide adequate crossing time for pedestrians to cross the off-ramp (along Fremont Street) and cross Fremont Street itself. Finally, pedestrian treatments and safety would be greatly improved as a result of this project and meets the land-use and revenue generation goals of the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Final EIS/EIR and the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan.



PROPOSED PROJECT



LEGEND:

- = Turn Lane
- XX (YY) [ZZ] = AM (PM) [Daily] Peak Hour/Daily Traffic Volume
- = Traffic Signal
- = Stop Sign
- = Crosswalk
- = Emergency Vehicle/Bicycle/Pedestrian Access

Note: AM and PM peak hour traffic counts collected on Tuesday, May 8, 2007. Peak 1-hour volumes shown occurred from 8:00 - 9:00 AM and 5:00 - 6:00 PM. Daily counts collected on Tuesday, May 20, 2008.



Ms. Marilou Ayupan
July 15, 2008



Attachment A
Technical Calculations

Caltrans Mainline Volumes

Year	District	Route	Rte Suf	County	PM Pre	Postmile	Description	Back Peak Hour	Back Peak Month	Back AADT	Growth	Ahead Peak Hour	Ahead Peak Month	Ahead AADT	Growth
2007	4	80		SF		5.588	FIRST/HARRISON STREETS, BAY BRIDGE CONNECTIONS	11500	187000	181000	-4%	16100	265000	254000	0%
2006	4	80		SF		5.588	FIRST/HARRISON STREETS, BAY BRIDGE CONNECTIONS	12000	192000	188000	-6%	16200	260000	255000	-11%
2005	4	80		SF		5.56	FIRST/HARRISON STREETS; BAY BRIDGE CONNECTIONS	12700	207000	201000	2%	18000	294000	285000	0%
2004	4	80		SF		5.56	FIRST/HARRISON STREETS; BAY BRIDGE CONNECTIONS	12500	204000	198000	0%	18000	294000	285000	0%
2003	4	80		SF		5.56	FIRST/HARRISON STREETS; BAY BRIDGE CONNECTIONS	12500	204000	198000		18000	294000	285000	

Caltrans Ramp Volumes













Post Mile	P/S/R	Description	1997	2000	2003	2008
5.474	L	WBOFF TO FREMONT-EXIT L	8500	12300	11900	-
5.511	R	WB OFFTO FREMNT/BUS RMP	23500	20600	23900	33525
Total:			32000	32900	35800	33525
% Change				2.8%	8.8%	-6.4%
Percent Fremont			73.4%	62.6%	66.8%	100.0%
Percent Harrison			26.6%	37.4%	33.2%	0.0%

Existing Count Adjustment

Ramp	AM	PM	Daily	
Counts:	3366	1950	33525	
10% inc:	3703	2145	36878	
Fremont:	2473	1433	24634	<-- 66.8%
Harrison:	1229	712	12243	<-- 33.2%

Folsom-Fremont St Off-Ramp
 1: Fremont St & I-80 Off-Ramp

Lanes, Volumes, Timings
 Existing + Proposed Project AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑				↑↑	↑↑		↑			
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Grade (%)		0%			0%			-2%			0%	
Storage Length (ft)	0		0	0		0	0		600	0		0
Storage Lanes	0		0	0		2	2		1	0		0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Turning Speed (mph)	15		9	15		30	15		12	15		9
Right Turn on Red			Yes			No			No			Yes
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		77			268			2875			87	
Travel Time (s)		1.8			6.1			65.3			2.0	
Volume (vph)	0	0	0	0	0	520	1980	0	490	0	0	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	5%	2%	5%	2%	2%	2%
Intersection Summary												
Area Type:	Other											

Folsom-Fremont St Off-Ramp
 1: Fremont St & I-80 Off-Ramp

Timings
 Existing + Proposed Project AM

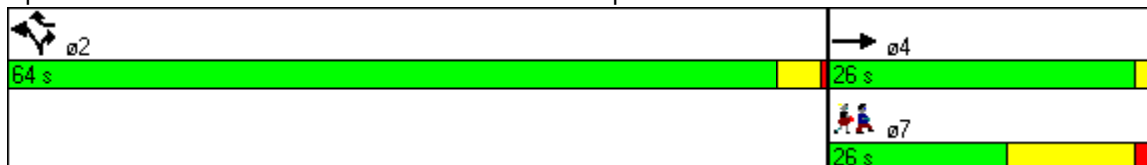


Lane Group	WBR	NBL	NBR	ø4	ø7
Lane Configurations	↔↔	↔↔	↔		
Volume (vph)	520	1980	490		
Turn Type	custom	Protcustom			
Protected Phases	2	2	2	4	7
Permitted Phases					
Detector Phases	2	2	2		
Minimum Initial (s)	4.0	4.0	4.0	4.0	1.0
Minimum Split (s)	20.0	20.0	20.0	6.0	13.0
Total Split (s)	64.0	64.0	64.0	26.0	26.0
Total Split (%)	71.1%	71.1%	71.1%	29%	29%
Yellow Time (s)	3.5	3.5	3.5	2.0	10.0
All-Red Time (s)	0.5	0.5	0.5	0.0	2.0
Lead/Lag					
Lead-Lag Optimize?					
Recall Mode	Max	Max	Max	Max	Max
Act Effct Green (s)	60.0	60.0	60.0		
Actuated g/C Ratio	0.67	0.67	0.67		
v/c Ratio	0.29	0.93	0.50		
Control Delay	6.7	22.3	9.5		
Queue Delay	1.0	0.0	0.1		
Total Delay	7.8	22.3	9.7		
LOS	A	C	A		
Approach Delay					
Approach LOS					

Intersection Summary

Cycle Length: 90	
Actuated Cycle Length: 90	
Offset: 0 (0%), Referenced to phase 2:NBL, Start of Green	
Natural Cycle: 60	
Control Type: Pretimed	
Maximum v/c Ratio: 0.93	
Intersection Signal Delay: 17.7	Intersection LOS: B
Intersection Capacity Utilization 59.8%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 1: Fremont St & I-80 Off-Ramp



1: Fremont St & I-80 Off-Ramp Performance by movement

Movement	WBR	NBL	NBR	All
Delay / Veh (s)	6.1	34.8	25.0	28.2
Vehicles Entered	520	1966	487	2973
Vehicles Exited	521	1969	485	2975
Hourly Exit Rate	521	1969	485	2975
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0

2: Fremont St & Performance by movement

Movement	NWL	NWT	NWR	SWT	SWR	All
Delay / Veh (s)	6.3	5.0	2.7	31.9	3.1	8.4
Vehicles Entered	1112	1690	285	437	72	3596
Vehicles Exited	1113	1689	284	437	72	3595
Hourly Exit Rate	1113	1689	284	437	72	3595
Denied Entry Before	0	0	0	1	0	1
Denied Entry After	0	0	0	0	0	0

3: Fremont St & Performance by movement

Movement	SEL	SET	NWT	NWR	NEL	NET	NER	All
Delay / Veh (s)	22.2	24.2	20.4	5.8	35.7	23.6	5.5	25.0
Vehicles Entered	493	184	76	18	332	738	16	1857
Vehicles Exited	493	184	77	18	333	738	16	1859
Hourly Exit Rate	493	184	77	18	333	738	16	1859
Denied Entry Before	0	0	0	0	1	2	0	3
Denied Entry After	0	0	0	0	0	1	0	1

Total Network Performance

Delay / Veh (s)	21.8
Vehicles Entered	7531
Vehicles Exited	7533
Hourly Exit Rate	7533
Denied Entry Before	4
Denied Entry After	1

Intersection: 1: Fremont St & I-80 Off-Ramp

Movement	WB	WB	NB	NB	NB
Directions Served	R	R	L	L	R
Maximum Queue (ft)	135	127	997	986	587
Average Queue (ft)	66	58	460	445	192
95th Queue (ft)	116	116	1007	999	469
Link Distance (ft)	214	214	2829	2829	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)					600
Storage Blk Time (%)				1	0
Queuing Penalty (veh)				6	2

Intersection: 2: Fremont St &

Movement	NW	NW	NW	NW	NW	SW	SW	SW
Directions Served	L	LT	T	T	TR	T	T	R
Maximum Queue (ft)	189	192	192	169	173	141	141	61
Average Queue (ft)	113	139	117	83	76	119	114	27
95th Queue (ft)	199	203	193	146	147	155	162	51
Link Distance (ft)	174	174	174	174	174	120	120	120
Upstream Blk Time (%)	1	2	0	0	0	15	9	
Queuing Penalty (veh)	0	0	0	0	0	0	0	
Storage Bay Dist (ft)								
Storage Blk Time (%)								
Queuing Penalty (veh)								

Intersection: 3: Fremont St &

Movement	SE	SE	NW	NW	NE	NE	NE	NE	NE
Directions Served	L	LT	TR	R	LT	T	T	T	R
Maximum Queue (ft)	203	231	92	21	165	162	144	123	28
Average Queue (ft)	130	156	38	2	150	124	78	49	7
95th Queue (ft)	200	226	76	11	160	177	130	101	27
Link Distance (ft)	214	214	287	287	136	136	136	136	136
Upstream Blk Time (%)	0	1			30	2	0	0	
Queuing Penalty (veh)	0	4			0	0	0	0	
Storage Bay Dist (ft)									
Storage Blk Time (%)									
Queuing Penalty (veh)									

Network Summary

Network wide Queuing Penalty: 12



Project No. SF08-0394

Intersection: **I-80 Off-ramp / Fremont Street**

Signal Warrant Summary

Warrants	Does this intersection meet this warrant?	
	Yes	No
1 EIGHT-HOUR VEHICULAR VOLUME	X	
2 FOUR-HOUR VEHICULAR VOLUME	X	
3 PEAK HOUR	X	
4 PEDESTRIAN VOLUME	X	
5 SCHOOL CROSSING		X
6 COORDINATED SIGNAL SYSTEM		X
7 CRASH EXPERIENCE		X
8 ROADWAY NETWORK	X	

Computed by: **BJL**
Date: **6/25/2008**

Based on the 2003 Manual on Uniform Traffic Control Devices (MUTCD)

Warrant 1: Combination of Warrants

In exceptional cases, signals occasionally may be justified where no single warrant is satisfied but where Warrants 1A and 1B are satisfied to the extent of 80% or more of the stated values.

Analysis

80% of Warrant 1A Met **YES**
80% of Warrant 1B Met **YES**

Warrant MET

Warrant 1

Warrant 1A: Minimum Vehicular Volume

The warrant is satisfied when, for each of any 8 hours of an average day, the traffic volumes given in the table below exist on the major street and on the higher-volume minor street approach to the intersection.

Number of lanes for moving traffic on each approach	Vehicles per hour on major street	Vehicles per hour on higher-volume minor-street approach (one direction only)
1	500	150
2 or more	600	150
2 or more	600	200
1	500	200

When the 85-percentile speed of major-street exceeds 40 mph in either an urban or rural area, or when the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the Minimum Vehicular Volume warrant is 70 percent of the requirements above.

Analysis

Major Street	No of lanes
Minor Street	

Time	Major Street		Minor Street		Warrants MET/NOT
	Volume on major street (total of both approaches)	Threshold URBAN 600	Veh/hour on higher volume minor street (one direction only)	Threshold URBAN 200	
8:00 AM	3383		940		MET
7:00 AM	3374		937		MET
9:00 AM	3085		857		MET
6:00 AM	2734		759		MET
5:00 AM	2019		561		MET
10:00 AM	1924		534		MET
5:00 PM	1872		520		MET
6:00 PM	1803		501		MET

Number of hours for which warrant met **8**
Percentage by which warrant met **100.0%**

Warrant MET

Warrant 1B: Interruption of Continuous Traffic

The warrant is satisfied when, for each of any 8 hours of an average day, the traffic volumes given in the table below exist on the major street and on the higher-volume minor street approach to the intersection, and signal installation will not seriously disrupt progressive traffic flow.

Number of lanes for moving traffic on each approach	Vehicles per hour on major street	Vehicles per hour on higher-volume minor-street approach (one direction only)
1	750	75
2 or more	900	75
2 or more	900	100
1	750	100

The major-street and minor -street volumes are for the same 8 hours. During those 8 hours, the direction of higher volume on the minor street may be on one approach during some hours and on the opposite approach during other hours.

When the 85-percentile speed of major-street exceeds 40 mph in either an urban or rural area, or when the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the Interruption of Continuous Traffic warrant is 70 percent of the requirements above.

Analysis

Major Street	No of lanes
Minor Street	

Time	Major Street		Minor Street		Warrants MET/NOT
	Volume on major (total of both approaches)	Threshold URBAN 900	Veh/hour on higher volume minor (one direction only)	Threshold URBAN 100	
8:00 AM	3383		940		MET
7:00 AM	3374		937		MET
9:00 AM	3085		857		MET
6:00 AM	2734		759		MET
5:00 AM	2019		561		MET
10:00 AM	1924		534		MET
5:00 PM	1872		520		MET
6:00 PM	1803		501		MET

Number of hours for which warrant met **8**
Percentage by which warrant met **100.0%**

Warrant MET

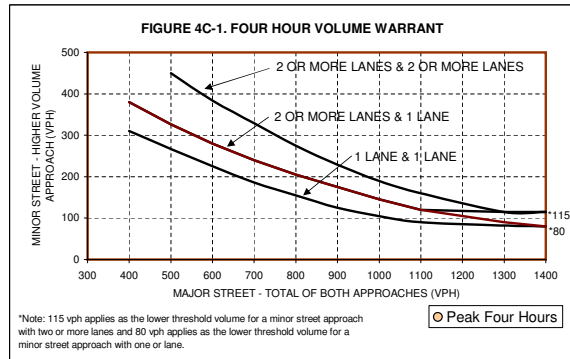
Warrant 2: Four-Hour Vehicular Volumes

The Four Hour Volume Warrant is satisfied when each of any four hours of an average day the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) all fall above the curve in Figure 4C-1 for the existing combination of approach lanes.

Analysis

	No of lanes
Major Street	3
Minor Street	2

Time	Vehicles Per Hour	
	Major Street (Sum of both approaches)	Minor street (High volume approach)
8:00 AM	3,383	940
7:00 AM	3,374	937
9:00 AM	3,085	857
6:00 AM	2,734	759



Warrant MET

WARRANT 2 (URBAN)

Warrant 3A: Peak Hour Delay

The peak hour delay warrant is intended for application where traffic conditions are such that for one hour of the day minor street traffic suffers undue delay in entering or crossing the major street. The peak hour delay warrant is satisfied when the conditions given below exist for one hour (any four consecutive 15-minute periods) of an average weekday.

The peak hour delay warrant is met when:

1. The total delay experienced by the traffic on one minor street approach (one direction only) controlled by a STOP sign equals or exceeds four vehicle-hours for a one-lane approach and five vehicle-hours for a two-lane approach, and
2. The volume on the same minor street approach (one direction only) equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes, and
3. The total entering volume serviced during the hour equals or exceeds 800 vph for intersections with four (or more) approaches or 650 vph for intersections with three approaches.

Analysis

Minor Street Lanes	2
Total Approaches	1

	Peak Hour Delay on Minor Approach (vehicle-hours)	Peak Hour Volume on Minor Approach (vph)	Peak Hour Entering Volume Serviced for the Intersection (vph)
Existing + Project	0.0	940	4,323
Limiting Value	5	150	800
Met/ Not Met	Not Met	Met	Met

Warrant Not Met

Warrant 3A

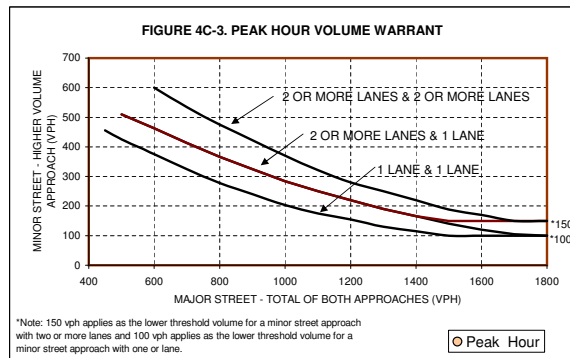
Warrant 3B: Peak Hour Volume

The peak hour volume warrant is satisfied when the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour of the higher volume minor street approach (one direction only) for one hour (any four consecutive 15-minute periods) of an average day falls above the curve in Figure 4-5 for the existing combination of approach lanes.

Analysis

	No of lanes
Major Street	3
Minor Street	2

Time	Vehicles Per Hour	
	Major Street (Sum of both approaches)	Minor street (High volume approach)
8:00 AM	3,383	940



Warrant MET

WARRANT 3B (URBAN)



Project No. SF08-0394

Computed by: BJJ
Date: 6/25/2008

Intersection: I-80 Off-ramp / Fremont Street

WARRANT 4: PEDESTRIAN VOLUME	
The maximum pedestrian volume crossing the major street at an intersection or midblock location during an average day:	200
The maximum pedestrian volume crossing the major street at an intersection or midblock location during any 1 hour:	20
Is the distance to the nearest traffic signal less than 90 feet?	no
Will the proposed traffic signal restrict the progressive movement of traffic?	no
Condition	Meet Condition?
A Does the pedestrian volume exceed 100 for any 4 hours or 190 for any 1 hour? --AND--	YES
B Are there fewer than 60 gaps per hour in the traffic stream of adequate length to allow pedestrians to cross during the same period when the pedestrian volume criterion is satisfied? --AND--	Yes
C If the signal is less than 90 feet from the nearest signal, would this signal restrict the progressive movement of traffic? If the signal is 90 feet or more from the nearest signal, answer yes.	Yes
Are all the Conditions met? YES	

*NOTE: where there is a divided street having a median of sufficient width for pedestrians to wait, the requirement applies separately to each direction of vehicular volume. Pedestrian volumes were not forecasted specific to this location. It is foreseeable that pedestrian patterns consistent with downtown San Francisco would exist with proposed land use and street design. Therefore, conservatively low pedestrian volumes were assumed for the warrant calculations.

Computed by: BJL
Date: 6/25/2008
Intersection: I-80 Off-ramp / Fremont Street

WARRANT 5: SCHOOL CROSSING		
	Is the distance to the nearest traffic signal less than 90 feet?	no
	Will the proposed traffic signal restrict the progressive movement of traffic?	no
Condition		Meet Condition?
A	Are there a minimum of 20 students during the highest crossing hour?	no
--AND--		
B	During the period children are using the crossing, is the number of adequate gaps* in the traffic stream less than the number of minutes in the same period?	no
--AND--		
C	If the signal is less than 90 feet from the nearest signal, would this signal restrict the progressive movement of traffic? If the signal is 90 feet or more from the nearest signal, answer yes.	YES
Are all the Conditions met?		NO

* Based on an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of school children at an established school crossing.

Based on 2003 MUTCD

Computed by: BJL
Date: 6/25/2008
Intersection: I-80 Off-ramp / Fremont Street

WARRANT 6: COORDINATED SIGNAL SYSTEM		
If the major street is a one-way street or a street with traffic predominantly in one direction....		
Condition A	Are the adjacent traffic control signals so far apart that they do not provide the necessary degree of vehicular platooning?	no
If the major street is two-way...		
Condition B.1	Do the adjacent traffic control signals not provide the necessary degree of platooning?	no
--AND--		
Condition B.2	Do the proposed and adjacent traffic control signals collectively provide a progressive operation?	no
Is Condition A or are Conditions B.1 & B.2 met?		NO

Based on 2003 MUTCD

Computed by: BJL
Date: 6/25/2008
Intersection: I-80 Off-ramp / Fremont Street

WARRANT 7: CRASH EXPERIENCE		
Conditions		Condition Met?
A	Has an adequate trial of alternatives with satisfactory observance and enforcement failed to reduce the crash frequency?	no
--AND--		
B	Have 5 or more reported crashes, of types susceptible to correction by a traffic control signal, occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding applicable requirements for a reportable crash?	no
--AND--		
C	Is the 80% threshold for either Condition A or Condition B of Warrant 1 for both Major and Minor Approaches met, considering the same 8 hours for both major and minor streets?	yes
--OR--		
D	Is 80% of the Pedestrian Volume requirements in Warrant 4 met?	YES
Are Conditions A and B and either C or D Met?		NO

Based on 2003 MUTCD

Computed by: BJL
Date: 6/25/2008
Intersection: I-80 Off-ramp / Fremont Street

WARRANT 8: ROADWAY NETWORK		
Conditions		Condition Met?
Major Routes		
A	Are there 2 or more intersecting major routes?	yes
--AND--		
B.1	Are the routes part of the street or highway system that serves as the principal roadway network for through traffic flow?	yes
--OR--		
B.2	Are the routes rural or suburban highways outside, entering, or traversing a city?	no
--OR--		
B.3	Do the routes appear as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study?	yes
--AND--		
Standards		
C.1	Does the intersection have a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and have 5-year projected traffic volumes, based on engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday?	yes
--OR--		
C.2	Does the intersection have a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour for any 5 hours of a nonnormal business day (Saturday or Sunday)?	yes
Are Conditions A and either Conditions B.1, B.2 or B.3 and either Conditions C.1 or C.2 met?		YES

Based on 2003 MUTCD