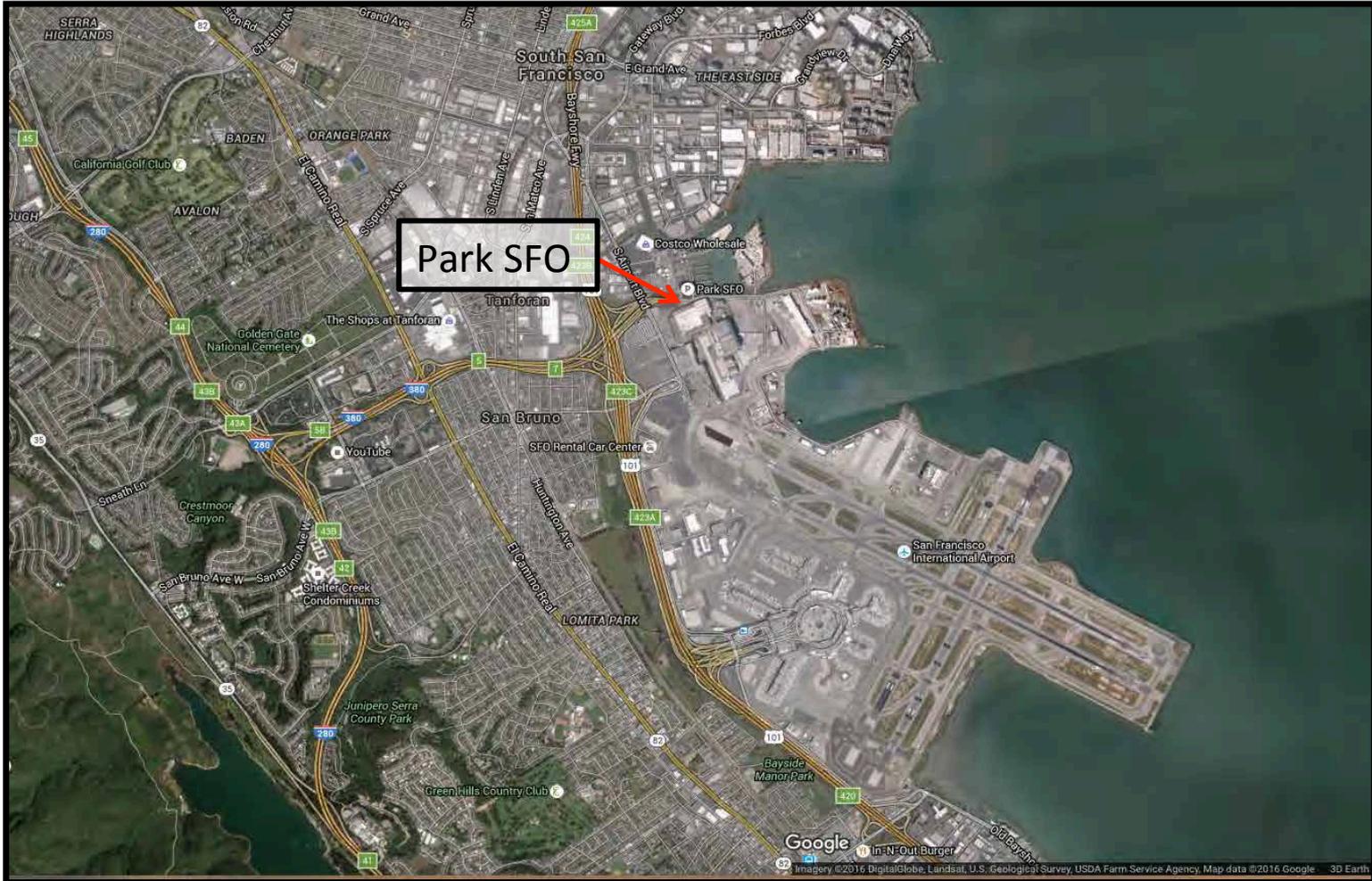
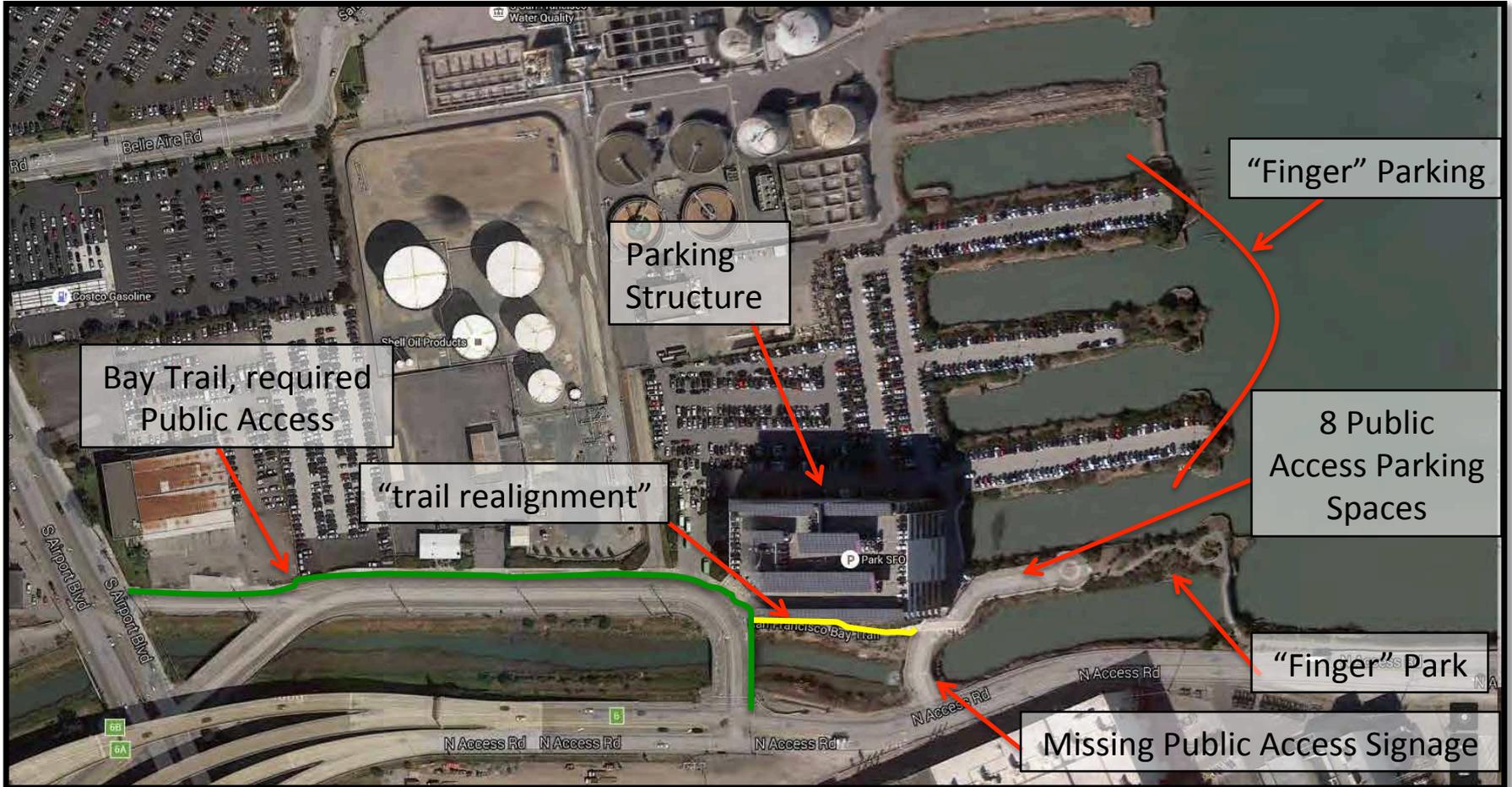


Park SFO Vicinity Map



Park SFO Site Map



Park SFO Parcel Map

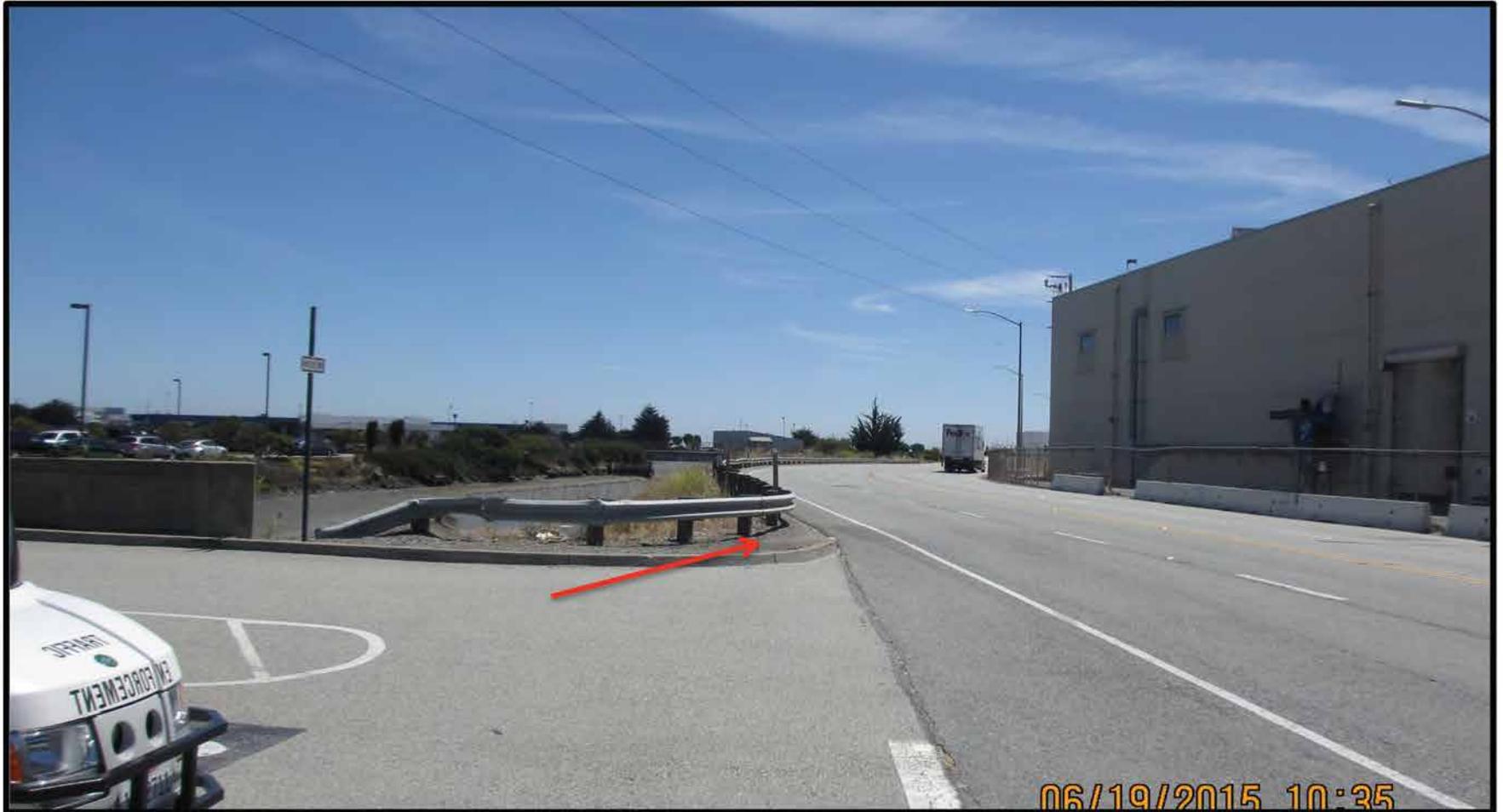


Key:
 Park SFO
 Parking
 Structure
*(located on
 Simms' Property)*

Parcels
 owned by
 City

Parcel
 owned by
 Robert
 Simms

II.C & E: Failure to Post Required Public Access Signage in Violation of Permit Special Conditions II.A.3 & II.B.4.e



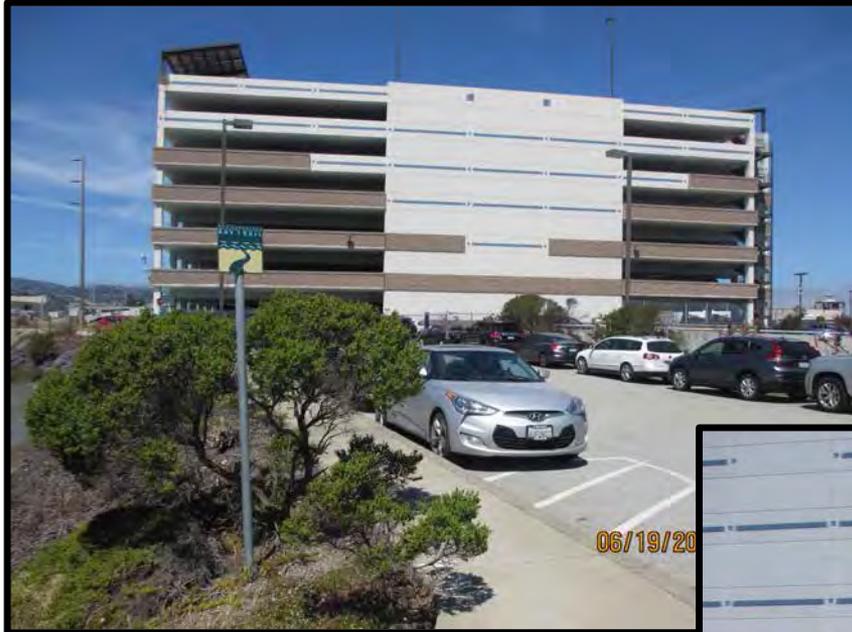
II.D: Failure to Provide Signed Public Parking in Violation of Permit Special Condition II.B.4.b



The fallen required public parking sign, photographed above on June 19, 2015 site visit, is now missing and has not been replaced.



II.F: Failure to Screen Parking Structure in Violation of Permit Special Condition II.B.4.g



East Side of Parking Structure

South Side of Parking Structure



II.G: Failure to Maintain Public Access Improvements in Violation of Permit Special Condition II.B.6



Unauthorized Gate/Fence



SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

THIRTY VAN NESS AVENUE, SUITE 2011
SAN FRANCISCO, CALIFORNIA 94102-6080
PHONE: (415) 557-3686

PERMIT NO. 11-98

September 23, 1998

Trux Airline Cargo Services
229-A Littlefield Avenue
South San Francisco, California 94080
ATTENTION: Robert E. Simms

AND

City of South San Francisco
P.O. Box 711
South San Francisco, California 94080
ATTENTION: John Gibbs, Director of Public Works

Ladies and Gentlemen:

On September 3, 1998, the San Francisco Bay Conservation and Development Commission, by a vote of 19 affirmative, 0 negative, and 0 abstentions, approved the resolution pursuant to which this permit is hereby issued:

I. Authorization

- A. Subject to the conditions stated below, the permittees, Trux Airline Cargo Services and the City of South San Francisco, are granted permission to do the following at and near 191 North Access Road, including the "finger" property, in the City of South San Francisco, San Mateo County:

1. In the 100-foot shoreline band:

- a. Remove an existing one-story, 30,000-square-foot building used for airline cargo handling;
- b. Construct, use and maintain an approximately 1,200-square-foot portion of a new, 70,000-square-foot (building footprint), 80-foot-high, six-story, long-term parking structure containing approximately 1,328 parking spaces and a car wash (the car wash, while within the structure, would be outside the 100-foot shoreline band);
- c. Install, use and maintain an approximately 139,250-square-foot paved area adjacent to the parking structure and on the 3 middle "fingers" to provide approximately 416 long-term parking spaces;
- d. Install, use and maintain approximately 114,450 square feet of shoreline-tolerant, habitat-enhancing landscaping in and around the parking facility;

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- e. Construct, use and maintain a new, 67,350-square-foot public access park on the southernmost "finger" including landscaping, pathways, viewing areas, amenities and eight public parking spaces;
 - f. Install, use and maintain a new, 4.5-foot-wide public access sidewalk on the north side of North Access Road and bike lanes from the North Access Road-South Airport Boulevard intersection to the proposed public access "finger" park; and
 - g. Install, use and maintain public access and traffic signs designed to eliminate potential conflicts between the users of the public access paths and park and vehicles traveling on North Access Road and to and from the parking facility.
- B. This authority is generally pursuant to and limited by the permittees' application received on June 29, 1998, including all accompanying plans and attachments, but subject to the modifications required by the conditions herein.
- C. The work authorized by this permit must commence by September 1, 1999, must be diligently pursued to completion and must be completed by September 1, 2002, unless the terms of this authorization are changed by amendment of this permit.
- D. The project authorized herein will result in the construction of a long-term, airport parking facility on the shoreline immediately north of the San Francisco International Airport. No fill in the Bay will result from the project. The project will also provide approximately 67,350 square feet of new public access area, improve approximately 750 lineal feet of North Access Road for public access, and help preserve the open space and fish and wildlife resources at the project site.

II. Special Conditions

The authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

A. **Specific Plans and Plan Review.** Specific plans submitted shall be accompanied by a letter requesting plan approval, identifying the type of plans submitted, the portion of the project involved, and indicating whether the plans are final or preliminary. Approval or disapproval shall be based upon: (1) completeness and accuracy of the plans in showing the features required above, particularly the shoreline, property lines, and any other improvements required by this permit; (2) consistency of the plans with the terms and conditions of this permit. Plan review shall be completed by or on behalf of the Commission within 45 days after receipt of the plans to be reviewed.

- 1. **Plan Review.** No work whatsoever shall be commenced pursuant to this authorization until final precise site, engineering, architectural, lighting, drainage, public access and landscaping plans and any other relevant criteria, specifications, and plan information for that portion of the work have been submitted to, reviewed, and approved in writing by or on behalf of the Commission. The specific drawings and information required will be determined by the staff. To save time, preliminary construction drawings should be submitted and approved prior to final drawings.

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2. **Final Plans.** Final site, engineering, architectural, lighting, drainage, public access and landscaping plans shall include and clearly label the shoreline (the 5-foot-above Mean Sea Level Line), the line 100 feet inland of the shoreline, property lines, the boundaries of all areas to be reserved for public access or open space purposes, grading, details showing the location, types, dimensions, and materials to be used for all structures, irrigation, landscaping, drainage, seating, public parking, signs, lighting, fences, paths, trash containers, utilities and other proposed improvements.
3. **Conformity with Final Approved Plans.** All work, improvements, and uses shall conform to the final approved plans. Final plans to be submitted shall generally conform to the plans submitted with the application entitled: "Rest Parking Facility, 191 North Access Road, South San Francisco," dated February 23, 1998, prepared by the Innovative Design Group, with the exception that no sheetpiles are permitted in the Bay (i.e. below the 5-foot-above Mean Sea Level Line). Final plans to be submitted for the public access shall generally conform to the plans submitted with the application entitled: "Public Access Improvements," dated February 10, 1998, prepared by Callander and Associates. Prior to any use of the facilities authorized herein, the appropriate design professional(s) of record shall certify in writing that, through personal knowledge, the work covered by the authorization has been performed in accordance with the approved design criteria and in substantial conformance with the approved plans. No noticeable changes shall be made thereafter to any final plans or to the exterior of any constructed structure, drainage, outside fixture, lighting, landscaping, signs, or public parking areas without first obtaining written approval of the change(s) by or on behalf of the Commission.
4. **Discrepancies between Approved Plans and Special Conditions.** In case of any discrepancy between final approved plans and Special Conditions of this authorization or legal instruments approved pursuant to this authorization, the special condition or the legal instrument shall prevail. The permittees are responsible for assuring that all plans accurately and fully reflect the Special Conditions of this authorization and any legal instruments submitted pursuant to this authorization.

B. Public Access

1. **Area.** The approximately 67,350-square-foot area on the southern-most "finger" that is owned by Trux Airline Cargo Services, and the approximately 7,500-square-foot area of North Access Road to be developed with sidewalks and bike lanes (a portion of the North Access Road Spur Trail), from its intersection with South Airport Boulevard to the existing tidegates over San Bruno Channel, that is owned or controlled by the City of South San Francisco, as generally shown on Exhibits A-1 and A-2, shall be made available exclusively to the public for unrestricted public access and Bay Trail uses such as walking, bicycling, sitting, viewing and related purposes. If the permittees wish to use the public access area for other than public access purposes, it must obtain prior written approval by or on behalf of the Commission. If the portion of the North Access Road Spur Trail required herein is changed, the secondary connection to the "finger" park, as required in Special Condition II-B-5 below, shall be made available exclusively to the public for unrestricted public access and Bay Trail uses such as walking, bicycling, sitting, viewing, picnicking and related purposes.

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2. **Public Access Area Guarantee.** Prior to the use of any of the parking facilities authorized herein the permittees shall, by instrument or instruments acceptable to counsel for the Commission, dedicate to a public agency or otherwise guarantee such rights for the public to: (1) the public access areas on the southern-most "finger," as described in Special Condition II-B-1, for as long as the parking structure or parking spaces authorized by this permit exist, and (2) the portions of the North Access Road Spur Trail that are owned or controlled by the City of South San Francisco which runs from South Airport Boulevard to the south end of the North Access Road Bridge over San Bruno Channel, as described in Special Condition II-B-1, in perpetuity. If the portion of the North Access Road Spur Trail required herein is changed, the secondary connection to the "finger" park, as required in Special Condition II-B-5 below, shall, by instrument or instruments acceptable to counsel for the Commission, be dedicated to a public agency or otherwise guarantee such rights for the public to the secondary connection. The instrument(s) shall create rights in favor of the public which shall commence no later than after completion of construction of any public access improvements required by this authorization and prior to the use of any structures authorized herein. Such instrument shall be in a form that meets recordation requirements of San Mateo County and shall include a legal description of the property being restricted and a map that clearly shows and labels the shoreline, the property being restricted for public access, the legal description of the property and of the area being restricted for public access, and other appropriate landmarks and topographic features of the site, such as the location and elevation of the top of bank of any levees, any significant elevation changes, and the location of the nearest public street and adjacent public access areas. Approval or disapproval of the instrument shall occur within 30 days after submittal for approval and shall be based on the following:
 - a. Sufficiency of the instrument to create legally enforceable rights and duties to provide the public access area required by this authorization;
 - b. Inclusion of an exhibit to the instrument that clearly shows the area to be reserved with a legally sufficient description of the boundaries of such area; and
 - c. Sufficiency of the instrument to create legal rights in favor of the public for public access that will run with the land and be binding on any subsequent purchasers, licensees, and users.
3. **Recordation of the Instrument.** Within 30 days after approval of the instrument, the permittees shall record the instrument and shall provide evidence of recording to the Commission. No changes shall be made to the instrument after approval without the express written consent by or on behalf of the Commission.
4. **Improvements Within the Total Public Access Area.** Prior to the use of any of the parking facilities authorized herein, the permittees shall install the following improvements, as generally shown on Exhibits A-1, A-2 and C.
 - a. A new, approximately 67,350-square-foot, public access "finger" park that includes landscaping, pathways, an access sidewalk from North Access Road and an overlook area (Exhibit A-1);
 - b. A minimum of 8 signed, public parking spaces;

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- c. Sidewalks and Class II bike lanes along North Access Road (as shown on Exhibits A-2 and C), from its intersection with South Airport Boulevard, east to the southern end of the North Access Road Bridge over San Bruno Channel. Portions of the existing sidewalk on the north side of North Access Road may be used to complete the sidewalk component required in this section provided the existing sidewalk is in good condition;
- d. A new 4.5-foot-wide sidewalk along the north side of North Access Road and Class II bike lanes along North Access Road, from the southern end of the North Access Road Bridge over San Bruno Channel to the existing tidegate bridge over San Bruno Channel (as shown on Exhibit C), and a new sidewalk and Class II bike lane from North Access Road at the existing tidegate bridge, north across the existing tidegate bridge, to the new "finger" park, including crosswalks where necessary, to complete the connection of the "finger" park to the Bay Trail that is located adjacent to South Airport Boulevard;
- e. New road and trail signs that: (1) promote pedestrian use of North Access Road sidewalk and the "finger park" (i.e. Public Access and Bay Trail signs); and (2) minimize potential conflicts between the users of the public access areas, the parking garage, and the tidegate access bridge. The number and placement of the signs shall be sufficient to clearly convey the public access opportunities at the site and shall be approved by or on behalf of the Commission pursuant to Special Condition II-A above;
- f. Site furnishings, including a minimum of four benches and two garbage containers, and appropriate lighting; and
- g. New landscaping on the south and east side of the parking structure, including tall trees, designed to screen the parking structure and reduce its visual impacts from the public access areas required herein.

Such improvements shall be consistent with the plans approved pursuant to Condition II-A of this authorization.

5. **Secondary Connection for the "Finger" Park.** If for any reason the Airport eliminates the public access connection between the new "finger" park and any portion of the North Access Road Spur Trail owned or controlled by the permittees because the Airport needs those areas for airport related purposes, the permittees shall provide a new, improved public access connection from the City of South San Francisco-controlled portion of the North Access Road Spur Trail, across the property controlled by Trux, to the "finger" park. This secondary connection shall be designed to provide an open and inviting public way to the "finger" park. Prior to the removal of the connection on lands controlled by the Airport, plans for the secondary connection must first be submitted, reviewed for adequacy, and approved pursuant to Condition II-A of this authorization, and the secondary connection shall be improved and made available for use by the public.
6. **Maintenance.** The areas and improvements within the public access area described above in Special Condition II-B-4 (and II-B-5 if necessary), shall be permanently maintained by and at the expense of, the permittees or their assignees. Such maintenance shall include, but is not limited to repairs to all path surfaces, replacement of any plant materials deposited within the access areas, removal of any encroachments

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into the access areas, and assuring that the public access signs remain in place and visible. Within 30 days after notification by staff, the permittees shall correct any maintenance deficiency noted in a staff inspection of the site.

7. **Assignment.** The permittees may transfer maintenance responsibility to a public agency or another party acceptable to the Commission at such time as the property transfers to a new party in interest but only provided that the transferee agrees in writing, acceptable to counsel for the Commission, to be bound by all terms and conditions of this permit.
8. **Reasonable Rules and Restrictions.** The permittees may impose reasonable rules and restrictions for the use of the public access areas to correct particular problems that may arise. Such limitations, rules, and restrictions shall have first been approved by or on behalf of the Commission upon a finding that the proposed rules would not significantly affect the public nature of the area, would not unduly interfere with reasonable public use of the public access areas, and would tend to correct a specific problem that the permittees have both identified and substantiated. Rules may include restricting hours of use and delineating appropriate behavior.

C. Water Quality.

1. The discharge of any solid or liquid wastes into the Bay at the project site is not authorized herein. Furthermore, the permittees shall ensure that all runoff is in compliance with the non-point source water quality requirements of the Regional Water Quality Control Board, San Francisco Bay Region, pursuant to the federal Porter-Cologne Act, the Clean Water Act and the Coastal Zone Management Act.
2. Prior to the commencement of any grading or construction authorized herein, the permittees shall submit to the Commission copies of any hazardous waste reports prepared for the Regional Water Quality Control Board, or the Department of Toxic Substances Control, or other agency with expertise and jurisdiction in the area. The permittees shall ensure that any protection or mitigation measures recommended in the reports are incorporated into the project's design, construction and operation.

D. Limit of Work. All work authorized herein shall be confined to the upland areas (i.e. lands above the 5-foot above Mean Sea Level elevation) of the project site, with the exception of the removal of large, unsightly concrete and miscellaneous rubble as required in Special Condition II-I below. No work is permitted in the water or adjacent marshes or mudflats. Any shoreline protection work (sheetpiles, bulkheads, retaining walls, riprap, etc.) proposed at the project site must first be reviewed for consistency with the Commission's policies on shoreline protection and subsequently approved by or on behalf of the Commission before any shoreline work could take place.

E. Construction Operations. All construction operations shall be performed to prevent construction materials from falling into the Bay. In the event that such material escapes or is placed in an area subject to tidal action of the Bay, the permittees shall immediately retrieve and remove such material at their expense.

F. Wetland Protection. The work authorized by this permit shall be performed in a manner that will prevent any significant adverse impact on any tidal marsh or other sensitive wetland resources. If any unforeseen adverse impacts occur to any such areas as a result of the activities authorized herein, the permittees shall restore the area to its previous condition, including returning the disturbed area to its original elevation and soil

composition and, if the area does not revegetate to its former condition within one year, the permittees shall seed all disturbed areas with appropriate marsh vegetation after receiving approval of a restoration plan by or on behalf of the Commission's pursuant to Special Condition II-A.

- G. **Debris Removal.** All construction debris shall be removed to a location outside the jurisdiction of the Commission. In the event that any such material is placed in any area within the Commission's jurisdiction, the permittees, their assignees, or successors in interest, or the owner of the improvements, shall remove such material, at their expense, within ten days after they have been notified by the Executive Director of such placement.
- H. **Notice to Contractor.** The permittees shall provide a copy of this permit to any contractor or person working in concert with the permittees to carry out the activities authorized herein and shall point out the special conditions contained herein.
- I. **Transitional Upland Habitat Enhancement.** Prior to the use of any of the facilities authorized herein, the permittees shall: (1) remove any large, unsightly concrete and miscellaneous rubble from the "fingers," and (2) plant the perimeter of the 3 middle "fingers" (i.e. the recommended 30-foot setback at the tip of each "finger" and the 5-foot setback along the length of the "fingers") with plants that will enhance the area's shoreline habitat for fish and wildlife. Native plants should be used whenever possible. *Hakea*, as well as other exotic plants that do not substantially enhance the habitat function and value of the setback areas, and other undesirable, invasive exotic plant species, are not permitted. The landscaping plan shall be reviewed and approved pursuant to Special Condition II-A above, and the installation of the landscaping shall be coordinated with the California Department of Fish and Game.
- J. **Wildlife Refuge Area.** Prior to the use of any parking facilities authorized herein, the permittees shall restrict as open space for wildlife purposes, to remain in its unimproved or current natural condition with no further filling or development consistent with this authorization for as long as the parking on the "fingers" exists, the open water, mudflat, marsh and upland transitional habitat portions of the property that the permittees own, lease, or control but are not to be improved with the parking facility as authorized herein, as generally shown in Exhibit B.
 - 1. **Open Space for Wildlife Habitat Instrument.** At least 180 days prior to the use of any parking facilities, the permittees shall submit to the Executive Director a first draft of an instrument that creates such open space restriction for the life of the parking on the "fingers" and that includes a map that shows all appropriate boundaries, including the shoreline (the 5-foot above Mean Sea Level line), and a metes and bounds description of the area being restricted as open space. The instrument shall be in a form suitable for recording in "San Mateo County." The Executive Director shall review the first draft of the instrument to ensure that it will be sufficient to create the required open space protections within 45 days and forward comments to the permittees. At least 60 days prior to the use of the parking facilities, the permittees shall correct any deficiencies and re-submit a second draft of the instrument for further staff review. Use of the facilities may commence after the Executive Director approves the instrument. After the Executive Director approves the instrument, the permittees shall record the approved instrument with San Mateo County and provide proof of its recording to the Commission within 30 days.

2. **Use.** The open space for wildlife habitat areas shall be used exclusively for wildlife habitat purposes and shall be reserved for these purposes for the life of the parking on the "fingers." Under no circumstances shall the open space for wildlife habitat areas be used for any purposes other than open space and wildlife habitat without first obtaining approval by or on behalf of the Commission.
- K. **"Finger" Parking Monitoring Reports.** The permittees shall be responsible for monitoring the wildlife habitat surrounding the project site for ten years after the use of the parking facility begins. Such monitoring shall include measuring the water quality, bird use, and plant survival and plant growth rates in the marsh and on the "fingers". Two monitoring reports, one at five years and one at ten years, prepared by a qualified biologist, shall be submitted to the Commission for review. Should adverse conditions created by the permittees be identified, the permittees shall take corrective action as specified by or on behalf of the Commission.
- L. **Shielding of Night Security Lighting.** The permittees shall shield and direct all of the parking facility's lighting away from the fish and wildlife and marsh and mudflat habitats adjacent to the site. Prior to the commencement of any grading or construction activities herein, the permittees shall submit lighting details, to be reviewed and approved pursuant to Special Condition II-A above and in consultation with the appropriate wildlife agencies, that guarantee that the lighting will not have a significant adverse impact on the adjacent fish and wildlife and marsh and mudflat habitats.
- M. **Recording.** The permittees shall record this document or a notice specifically referring to this document with San Mateo County within 60 days after execution of the permit issued pursuant to this authorization and shall, within 60 days after recordation, provide evidence of recordation to the Commission.

III. Findings and Declarations

This permit is issued based on the Commission's findings and declaration that the authorized work is consistent with the McAteer-Petris Act, the *San Francisco Bay Plan*, the California Environmental Quality Act, and the Commission's amended management program for the San Francisco Bay segment of the California coastal zone for the following reasons:

- A. **Use.** The project site is not located within a priority land use area designated by the *San Francisco Bay Plan*. Further, the project does not include any fill in the Bay. Therefore, the Commission finds that the project does not conflict with the Commission's laws and policies that govern the use of a site within the Commission's jurisdiction.
- B. **Fill.** The project does not include any fill. To ensure that subsequent plans do not show fill in the Bay and the construction of the project will not place any fill in the Bay, the Commission finds that Special Condition II-A, "Final Plan Review," and II-D, "Limit of Work," are needed. Therefore, as conditioned, the Commission finds that the project will not place any fill in the Bay and is not in conflict with the Commission's laws and policies governing the placement of fill in the Bay.
- C. **Public Access.** Section 66602 of the McAteer-Petris Act states that: "...existing public access to the shoreline and waters of the...[Bay]...is inadequate and that maximum feasible public access, consistent with a proposed project, should be provided...."

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The Bay Plan policies on public access state, in part, that public access should be provided in and through every new development "except in cases where public access is clearly inconsistent with the project because of public safety considerations or significant use conflicts. In these cases, access at other locations preferably near the project, should be provided whenever feasible." The Bay Plan also states: "Public access to some natural areas should be provided to permit study and enjoyment of those areas (e.g. by boardwalks or piers in or adjacent to some sloughs or marshes). However, some wildlife may be sensitive to human intrusion. For this reason, projects in such areas should be carefully evaluated in consultation with appropriate agencies to determine the appropriate location and type of access to be provided."

Site. The project site is located between the San Francisco International Airport (SFIA) to the south and the South San Francisco-San Bruno Water Quality Control Plant (WQCP) to the north. The site consists of two parcels. One is owned by Trux and is developed with a one-story, 23-foot-high, 30,000 square foot building and truck parking area used for airport cargo service. The other, the "finger" parcel, is owned by the City of South San Francisco and is used for storage of materials by the Public Works Department. The site was historically used for ship building and maintenance; hence, the shoreline "finger" configuration. The proposed project area is intersected by tidal portions of Colma Creek, the San Bruno Slough, the San Bruno Canal and the San Francisco Bay shoreline. The project vicinity is generally industrial in nature, occupied by land uses ranging from the wastewater treatment facility to jet fuel storage to warehousing, shipping and light manufacturing. A separate permit was recently issued by the Commission (BCDC Permit No. 8-98) to the City of South San Francisco for its WQCP Improvement Project (see discussion below). The shoreline configuration, and existing and proposed land uses in the project vicinity make providing continuous public access and completing the Bay Trail along the shoreline very challenging.

The long-term parking facility is proposed in response to the expansion of the SFIA. It will provide more parking for the greater numbers of people who are expected to use the airport. According to the final negative declaration certified for the project, using statistics from traffic studies conducted on nearby SFIA parking lots, the parking facility could generate as many as 20,897 vehicle trips a month. The parking facility itself will create an additional 16 jobs over the 40 jobs already provided by the Trux cargo service, for a total of approximately 56 employees. A certain number of parking patrons, employees and visitors will use the South San Francisco shoreline, thereby adding to the existing public access demand. Further, the increased traffic along North Access Road and South Airport Boulevard generated by the proposed project will cause significant adverse impacts on the user of the public access in the vicinity. In the absence of the new public access facilities proposed and required herein pursuant to Special Condition II-B, existing public access areas could become more crowded and noisy, adversely affecting the quality of the existing and future public access experiences.

Existing Public Access and Planning. Improved and dedicated access exists along the north side of Colma Creek, around the Costco Superstore, and on Bel Air (Sam Trams) Island. The existing public access in the area, while providing access to much of the Bay shoreline in the area, is discontinuous. Linking these access areas is a priority for both BCDC and the San Francisco Bay Trail Project. The recent approval of the WQCP project (BCDC Permit No. 8-98) will complete the north-south portion of the public access needed in the area.

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A planning effort is underway for the section of Bay Trail which will bypass the SFIA. This planning effort expects the Bay Trail to terminate at the intersection of South Airport Boulevard and North Access Road. The Airport, pursuant to BCDC's recent authorization of the Airport's Master Plan (BCDC Permit No. 2-96), is responsible not only for planning the bypass trail, but also for improving the public access connection from the South Airport Boulevard/North Access Road intersection east along North Access Road to Bel Air Island (the North Access Road Spur Trail). Pursuant to Special Condition II-B-3 of the Airport's permit (BCDC Permit No. 2-96), the Airport studied installation of a Class I multi-use pathway along North Access Road and found physical constraints (such as the narrow strip of land between the United Airlines Cargo Building and the Bay) that would make installation of a Class I path difficult and costly. In the interim, the Airport has installed "Bike Route" signs to make the road a Class III bike lane facility and, under the direction of the Commission's staff, is in the process of amending BCDC Permit No. 2-96 and developing additional public access improvements to be installed in the vicinity of the Airport.

Public Access Pathway Alignment. In late 1997, the permittees began developing alternatives for the public access component of the REST parking facility in combination with the WQCP improvement project immediately north of the parking facility. These alternatives ranged from on-site access in and around the project site, to off-site access proposed on existing City streets. To select the public access alignment presented in the permit application, the City of South San Francisco, the applicant for the REST parking facility, their agents, Callander and Associates, the Commission's staff and the Design Review Board looked at the following factors:

- a. Desirability of Being Adjacent to the Bay. The McAteer-Petris Act and the *San Francisco Bay Plan* require, among other things, that maximum feasible public access be provided to and along the shoreline of San Francisco Bay. In general, a shoreside trail is more pleasing than a trail adjacent to a 4-lane roadway. In addition, the recommended Bay Trail route is adjacent to the shoreline in the proposed project location.
- b. Significant Use Conflicts. The McAteer-Petris Act and the *San Francisco Bay Plan* recognize that in some instances public access may conflict with certain land uses because of safety and security conflicts. While public access has been successfully integrated into other wastewater treatment facilities around the Bay Area, the Commission found in BCDC Permit No. 8-98 that access at this wastewater treatment plant would be unacceptable because of safety, security and liability problems. The applicants for the parking facility also believe that security and liability issues prevent the parking facility from providing shoreline access.
- c. Bay Trail and Other Linkages. One of the goals of the Commission and the Bay Trail Project is to provide continuous shoreline access around the Bay. The approved pedestrian bridge over Colma Creek and the South Airport Boulevard multi-use path, in combination with the proposed North Access Road and "finger" park are key elements in connecting the existing and proposed public access areas in the project's vicinity.
- d. Public Access and Impacts to Wetlands and Fish and Wildlife. The McAteer-Petris Act and the *San Francisco Bay Plan* recognize that in some instances public access may conflict with sensitive fish and wildlife resources. Some healthy stands of wetland

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vegetation existing between and at the tips of the "fingers," and along the banks of Colma Creek and Bel Air Island, provide important habitat for fish and wildlife.

Moreover, the open water areas and the adjacent shoreline attract many types of birds.

The Commission staff and the Design Review Board indicated that an on-site shoreline alternative was a preferred alignment because it brought the user closer to the Bay and away from the traffic on Airport Boulevard. However, a "Site Constraints" and "Comparison of Public Access Feasibility at Treatment Facilities," prepared by Callander and Associates for the City and the applicant for the REST parking facility, shows that the constraints to public access at the WQCP are substantially greater than those at other treatment facilities, including the hazards associated with this water treatment plant, the limited space available for the plant facilities, the irregular shoreline, and the potential disturbance of wildlife. The permittees have also maintained that public access is incompatible with a long-term parking facility because a high degree of security in the parking lot is vital to the success of any parking facility and because of the difficult "finger" shoreline configuration of the site.

After significant consideration, on-site access was considered undesirable and the alternative inland alignment was selected. This was in large part because: (1) it would provide the much needed public access and Bay Trail connections through this difficult site, (2) adequate shoreline access to the water exists on the opposite shores, and (3) it would not have the potential to adversely affect the wildlife resources at the site. Because the alternative inland alignment would bring one away from the water and shoreline of San Francisco Bay and adjacent to major roadways carrying large volumes of car and truck traffic, the Commission's staff and the Design Review Board believe the alignment proposed by the permittees and required in Special Condition II-B should be highly attractive and pleasing to the user.

The approved public access component for the WQCP includes, among other public benefits, a new Class I multi-use path along South Airport Boulevard, Class II public Access improvements on Bel Air Court, a public access staging area and a public access bridge over Colma Creek. These elements will connect with and enhance the public access proposed for the parking facility and the existing public access in the vicinity.

Public Access Improvements. As recommended by the Design Review Board (see discussion below), the public access improvements included in the project contain sidewalks and bike lanes on North Access Road and a new "finger" park which will provide a staging area for, or a destination spot along, the Bay Trail. The "finger" park will be developed for use as a public park, including landscaping, viewing areas, benches, picnic tables and public parking spaces, all of which will improve recreation and open space opportunities in the area.

A continuous shoreline access trail at the project site is infeasible. Public access on the fingers would not provide continuous shoreline access because there is no access around the WQCP to the north. The parking facility will also require controlled access and a high level of patron and patron vehicle security. In addition, the restricted access will protect and enhance shoreline wildlife habitat. However, the park on the southern "finger" will provide high-quality, public open space with views of the shoreline while minimizing environmental impacts to the Bay and impacts to the operation of the parking facility. In addition, the sidewalk and bike lane improvements on North Access Road will provide an important segment of the public access facilities envisioned for the area. To ensure that the public access benefits contained in the project are constructed and maintained for public

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enjoyment, the Commission finds that Special Condition II-B, "Public Access", is needed. Special Condition II-B-2 also guarantees, consistent with the Bay Plan policy that requires public access to be permanent, that the public access on North Access Road controlled by the City of South San Francisco will be permanent and that the public has the right to use the "finger" park as long as the parking structure exists.

The permittees did not propose to, and need not restrict property for the spur trail portion of the trail located on SFIA property because that property is already required to be restricted for public access by BCDC Permit No. 2-96, which BCDC issued to the SFIA to authorize a range of activities associated with the implementation of the Airport's Master Plan. However, the City of South San Francisco, as a co-applicant in this permit, will restrict for public access purposes the portion of the spur trail that will be located on City-owned property.

There are concerns over the permittees' ability to provide the required public access improvements to the spur trail and a portion of the connection between the spur trail and the proposed park because the permittees do not possess a property interest in the portion of the spur trail that the permittees propose to improve, and because the permittees do not possess a continuous property interest in the area located between the spur trail and the proposed park. In addition, the Airport believes that it may own part of the connecting property that Trux does not own, i.e., the property on which a bridge is located that spans San Bruno Channel. However, the Airport has thus far not been able to locate appropriate title documentation to resolve the question of ownership of this property.

The Airport has indicated by letter that it is willing to issue an encroachment permit to the permittees to allow them access to its property to install the sidewalk and other public access improvements that are required in this permit and to allow public access across the bridge, but such an encroachment permit would be essentially revocable at will by the Airport if the Airport needed to repair the bridge or otherwise needed the property for Airport-related purposes that the Airport believes are more important. The Airport has also stated that it does not issue encroachment permits without detailed architectural drawings that are normally not prepared until after BCDC has issued a permit but prior to the commencement of any work associated with the permitted activity.

The Airport has also indicated in discussions with Commission staff that it is in the process of working on a possible amendment to Permit No. 2-96 that could result in changes to the public access requirements of that permit that could include permanent easements in favor of the public to allow public access across the bridge on the Airport's property. The public-access study being carried out as a condition of Permit 2-96, while not completed, appears to indicate that the North Access Road spur trail will not warrant a full Class I multi-use facility, and that a Class II facility may be adequate. The Airport also indicated that it would first need to resolve the title uncertainty about the ownership of the bridge property and that approval of such easements would likely be time-consuming and require Airport Commission and possibly Board of Supervisor's approval. The Airport, the City of South San Francisco, and Trux do not in any way question the appropriateness of the public access required by Permit 2-96 or proposed as part of this project. This project will speed up the installation of improvements for the spur trail and would provide an excellent park facility in the area.

As discussed above, the Commission finds that the permanency of the public access proposed as part of this project on the portion of North Access Road that is controlled by the Airport is covered in existing BCDC Permit No. 2-96 issued to the Airport. Further, because the Airport has, pursuant to BCDC Permit No. 2-96, assured that the public will be able to use a portion of North Access Road for public access purposes (until such time as the right-of-way is needed for other airport purposes), and because this permit includes provisions for a secondary connection to the finger park (Special Condition II-B-5); the Commission finds that dedication of the portion of public access on North Access Road and across the tidegate on Airport land is not needed.

Shoreline Appearance, Design and Scenic Views. Section 66602 of the McAteer-Petris Act requires that maximum feasible public access, including visual access to the Bay, consistent with a proposed project be provided. Section 66605.1 states, in part, "[t]he Legislature finds that in order to make San Francisco Bay more accessible for the use and enjoyment of people, the Bay shoreline should be improved, developed and preserved."

The Bay Plan section on Appearance, Design and Scenic Views, which helps advise the Commission on the development of shoreline projects, finds, in part, "[m]uch too often, shoreline developments have not taken advantage of the magnificent setting provided by the Bay. Some shoreline developments are of poor quality or are inappropriate to a waterfront location. These include uses such as parking lots and some industrial structures....Probably the most widely enjoyed "use" of the Bay is simply viewing it - from the shoreline, from the water, and from afar...[and] the Bay is a major visitor attraction for the tourist industry....As a world renowned scenic resource, the Bay is viewed and appreciated from many locations...[h]owever...there is still no general attention to maximizing views from streets and roads and to obtaining public view areas. In particular, along many urban waterfronts, man-made obstructions such as buildings, parking lots, utility lines, fences, billboards and even landscaping have eliminated or severely diminished views of the Bay and shoreline....One of the visual attractions of San Francisco Bay is the abundance of wildlife, particularly birds which are constantly moving around the Bay waters, marshes and mudflats in search of food and refuge."

Hence, the Bay Plan includes policies on Appearance, Design and Scenic Views which state, in part, "All Bayfront development should be designed to enhance the pleasure of the user or viewer of the Bay. Maximum efforts should be made to provide, enhance, or preserve views of the Bay....Structures and facilities that do not take advantage of or visually complement the Bay should be located and designed so as not to impact visually on the Bay and shoreline. In particular, parking areas should be located away from the shoreline. Local governments should be encouraged to eliminate inappropriate shoreline uses and poor quality shoreline conditions....Views to the Bay from vista points and from roads should be maintained by appropriate arrangements and heights of all development and landscaping between the view areas and the water."

However, Section 66632.4 of the McAteer-Petris Act states: "[w]ithin any portion or portions of the shoreline band which shall be located outside the boundaries of water-oriented priority land uses, as fixed and established pursuant to Section 66611, the Commission may deny an application for a permit for a proposed project only on the grounds that the project fails to provide maximum feasible public access, consistent with the proposed project, to the Bay and its shoreline."

During the planning and the environmental review process, the staff expressed concern about the proposed project and its potential conflicts with the Commission's policies on Appearance, Design and Scenic Views. However, the permittees chose to amend the City of South San Francisco's *East of 101 Special Area Plan*, by: (1) changing the land use designation on the "fingers" from open space to industrial; (2) modifying the shoreline setback policies in the plan; and (3) re-routing the Bay Trail from the base of the "fingers" inland to South Airport Boulevard to accommodate the parking facility. The permittees believe that the site is better used for parking and airport service industry because of its location next to the airport, the need to expand airport services, and the adjacent, compatible land uses - a jet fuel storage facility, the WQCP, and a bus fueling facility.

The permittees have attempted to mitigate the adverse impacts of the proposed project on shoreline appearance, design and scenic views. To minimize the impact of the parking structure, it will be located on the same spot that is occupied by the existing building. Although the existing building blocks views to the Bay, the new parking structure will still have a footprint twice the size (70,000 square feet versus 30,000 square feet) and be nearly four times as high (80 feet versus 23 feet). To offset these view impacts, the permittees propose a "finger" park, complete with a finger tip viewing area, which will provide for Bay and shoreline views not now available to the public. Further, the permittees propose to clean up the unsightly debris on the "fingers" (broken concrete, storage of used building materials, and miscellaneous debris) and screen the proposed parking areas with native landscaping.

The Commission finds that even with the mitigation measures proposed by the permittees, the parking facility will still have an adverse impact on visual access to the Bay, and will be inconsistent with the policies on Shoreline Appearance, Design and Scenic Views, especially those portions that discourage parking on the shoreline. Therefore, the Commission finds that Special Condition II-B-4-f, which requires additional landscaping adjacent to the new parking structure to help screen it from public viewing areas, is needed. The Commission also finds that the main public access component proposed in the project, the new "finger" park, is a very attractive element providing a new, exciting and valuable public access opportunity, and that the open space and fish and wildlife resources at the project site contribute substantially to the new public access experience. Because the open space and wildlife areas at the project site are an essential piece of the physical and visual public access experience, the Commission finds that Special Condition II-K, which requires the open space and wildlife areas be dedicated for open space and wildlife areas in perpetuity is needed to ensure the public access benefits proposed with the project at this time will be maintained for future generations. Lastly, the Commission finds that the removal of large, unsightly concrete and miscellaneous rubble from the shoreline and on the "fingers" as proposed by the permittees, and as required in Special Condition II-I, will greatly improve the shoreline's appearance.

In conclusion, the Commission finds that the project, as conditioned, is consistent with the Commission's laws and policies on public access to and along the shoreline, and on appearance, design and scenic views of the San Francisco Bay and its shoreline, while recognizing the limitations contained in the McAteer-Petris Act.

- D. **Fish and Wildlife and Marshes and Mudflats.** As discussed in Section III-C "Public Access" above, wildlife functions were considered and the public access component of the project has been routed inland such that it will not have an unnecessary, adverse impact on the biological resources of the Bay. Furthermore, the permittees retained an experienced

consulting firm to prepare biological assessments (August, 1996) for the project. The habitat at the project site is generally gravel and asphalt (and to a lesser extent, concrete and ruderal (weedy) vegetation on the shoreline) and coastal salt marsh, mudflats and open water below 5-foot Mean Sea Level. Coastal salt marsh is a highly productive assemblage of salt tolerant plants including cordgrass (*Spartina* spp.), pickleweed (*Salicornia* spp.), rushes (*Juncus* spp.), salt grass (*Disticla spicata.*), jaumea (*Jaumea carnosa.*) and gumplant (*Grindelia stricta.*). The tidelands adjacent to the "fingers" support scattered areas of northern coastal salt marsh, which, together with the mudflats, provide highly sensitive habitats for a variety of birds including grebes, cormorants, bay ducks, geese, coots, gulls, terns, pelicans, kingfishers, egrets, herons, willets, godwits, sandpipers and other shorebirds. Several sensitive plant and wildlife species have been identified by the United States Fish and Wildlife Service which could occur within the project vicinity, notably the California Clapper Rail and the Salt Marsh Harvest Mouse. No sensitive plant or animal species have been identified on or immediately adjacent to the project site, however Clapper Rails are known to exist in the cordgrass marshes out further in the Bay near Bel Air Island. According to the biological assessments, access to the site is currently restricted, which benefits wildlife as it serves to prevent disturbance by humans and pets, and, similarly, the level of sensitivity of each finger increases toward the easterly tips of the fingers, as the areas become more distant from human activities.

As stated earlier, the proposed inland alignment for the Bay Trail would be preferable biologically as it would continue to restrict human and pet access and prevent additional disturbance to wildlife in the adjacent marshes. The mitigation measures included in the project as proposed by the permittees to minimize adverse impacts on fish and wildlife include: (1) providing the proposed 30-foot landscaped setbacks at the tips of the "fingers" and 5-foot landscaped setbacks along the length of the "fingers;" (2) controlling project-generated storm water run-off; (3) shielding security lighting; (4) minimizing human activity at the ends of the "fingers;" and (5) containing construction activities so that no marsh vegetation is lost (e.g. from erosion or siltation). The Commission finds that Special Conditions II-D through II-L requiring the creation of upland transitional habitat, the control of lighting, the prevention of construction and operational impacts, and the clean-up of the site after construction is complete are needed to ensure the protection of existing marshes and mudflats, as required by the Bay Plan policies on Fish & Wildlife and marshes and mudflats. Also, to ensure that the upland transitional habitat planting, as required in Special Condition II-I, is installed correctly, the installation shall be coordinated with the California Department of Fish and Game.

In addition, because the project would be located next to an important natural resource area, and because the parking on the "fingers" is subject to a 30-year lease between the two co-permittees, the Commission finds it is appropriate to evaluate the impact of the project on the natural resources adjacent to the site. Therefore, the Commission finds that Special Condition II-K, which requires monitoring of the wildlife areas around the project site, would help provide important information to the Commission and the City in future decisions affecting the site and would allow for the correction of adverse impacts that may arise.

Therefore, as conditioned, the Commission finds that the project, including its mitigation measures to protect biological resources, is consistent with the Commission's laws and policies that protect fish and wildlife and marshes and mudflats.

- E. **Water Quality.** The McAteer-Petris Act recognizes that the RWQCB has the primary responsibility for coordination, control and enforcement of water quality in San Francisco Bay. The policies, decisions, advice and authority of these Boards should be the primary basis for the Commission to carry out its water quality responsibilities in the San Francisco Bay.

No new outfalls or discharge pipes emptying into the Bay are included in the project. However, the project will increase surface storm water flows by increasing impervious surfaces (the "fingers" are currently unpaved) at the site. The permittees propose to mitigate this potential adverse impact on water quality by: (1) designing the surfaces so that storm water runoff is collected and sent to the adjacent WQCP for treatment before it is discharged in the Bay; (2) obtaining a Non-Point Discharge Elimination System (NPDES) general construction permit from the RWQCB, which requires that a project not contribute sedimentation, turbidity or hazardous pollutants in the Bay; (3) obtaining a Storm Water Pollution Prevention Permit from the RWQCB which includes Best Management Practices (BMPs) that reduce stormwater flows to acceptable levels, and (4) collecting and transporting all water runoff from the car wash facility to the WQCP for treatment before it is discharged in the Bay. The Commission finds that Section 1 of Special Condition II-C, "Water Quality," is needed to ensure that the above measures are implemented, in keeping with the Commission's water quality policies.

In addition, the permit application states, in part, "There is no suspected or known contamination within the project site. However, hydrocarbon contamination has occurred at the Shell storage facility adjacent and to the west of the project site...in 1983. The site considered in this application was not affected by the contamination." Further, the environmental document for the project refers to the adjacent Shell Oil storage facility, the underground pipelines running to and from it, and the potential hazards the pipelines could present. The Commission finds that this potential for possible contamination at the site, combined with 1940's use of the site for ship building and maintenance, creates a likely possibility that contaminants may be released or uncovered during construction of the project. To ensure that the permittees have taken all the preventative measures required by law to prevent the release of potential contaminants from the project site, the Commission finds that Section 2 of Special Condition II-C, "Water Quality," is needed.

Therefore, as conditioned, the Commission finds that the project is consistent with the Commission's laws and policies that protect water quality.

F. **Review Boards**

1. Engineering Criteria Review Board. Because the project involves no significant structures on Bay fill, the Engineering Criteria Review Board did not review the project.
2. Design Review Board. The Design Review Board reviewed the project at its December 8, 1997, and March 9, 1998 meetings. At its first review, the Board tried to find the best possible public access route through the project site. The Board stated that once it was convinced that on-site access was infeasible, the proposed alternative in-land alignment would be acceptable provided it included adequate public access staging areas, provided a good transition from the cul-de-sac to the public access path, and paid special attention to the bridge, the bridge landings, and the 30-foot-wide Class I path along South Airport Boulevard, because these features should be "very, very attractive and pleasing to the user." At the second review, on March 9, 1998, after the Board

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Trux Airline Cargo Services and
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concluded that on-site access was infeasible and undesirable, the Board directed staff and the permittees to explore a two bridge option which would connect Bel Air Island, the tip of the peninsula and the north side of Colma Creek. At the Board's request, the staff and the permittees studied the two-bridge option and found it could be feasible from a construction standpoint and would bring the public closer to the Bay. They also found that it would be undesirable because it would have a greater potential for wildlife impacts, would create a bigger maintenance burden, and it would not maximize the connections to the existing public access improvements. The Board concluded that, while it would rather see the public along the water's edge and not wandering along the City streets, if the two bridge alternative was not desirable it would support the alternative in-land alignment. The Board also noted that this was a very difficult shoreline to begin with, and the existing and proposed land uses make it even more difficult to get the public to and along the shoreline. If, in the future, the land uses change, the Board would like to see the access closer to the water and a possible wildlife sanctuary on and around the "fingers" located between the WQCP and the new "finger" park.

G. Environmental Review. Acting as lead agency pursuant to the California Environmental Quality Act (CEQA), the City of South San Francisco certified a Mitigated Negative Declaration for the project on April 22, 1998.

H. Conclusion. For all of the above reasons, the benefits of the proposed project clearly exceed the detriment of the loss of water areas and the project will provide the maximum feasible public access to the Bay and its shoreline. Therefore, the project is consistent with the *San Francisco Bay Plan*, the McAteer-Petris Act, the Commission's Regulations, and the Commission's amended management program for the San Francisco Bay segment of the California coastal zone.

IV. Standard Conditions

- A. All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city and/or county in which the work is to be performed, whenever any of these may be required. This permit does not relieve the permittees of any obligations imposed by State or Federal law, either statutory or otherwise.
- B. The attached Notice of Completion shall be returned to the Commission within 30 days following completion of the work.
- C. Work must be performed in the precise manner and at the precise locations indicated in your applications as such may have been modified by the terms of the permit and any plans approved in writing by or on behalf of the Commission.
- D. Work must be performed in a manner so as to minimize muddying of waters, and if diking is involved, dikes shall be waterproof. If any seepage returns to the Bay, the permittees will be subject to the regulations of the Regional Water Quality Control Board in that region.
- E. The rights derived from this permit are assignable as provided herein. An assignment shall not be effective until the assignee shall have executed and the Commission shall have received an acknowledgment that the assignee has read and understood the applications for

PERMIT NO. 11-98

Trux Airline Cargo Services and
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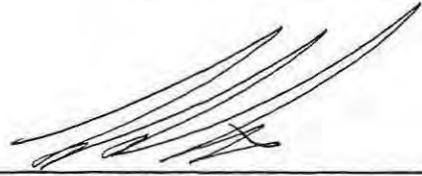
this permit and the permit itself and agrees to be bound by the terms and conditions of the permit, and the assignee is accepted by the Executive Director as being reasonably capable of complying with the terms of the permit.

- F. Unless otherwise provided in this permit, all the terms and conditions of this permit shall remain effective for so long as the permit remains in effect or for so long as any use or construction authorized by this permit exists, whichever is longer.
- G. Unless otherwise provided in this permit, the terms and conditions of this permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.
- H. Unless otherwise provided in this permit, any work authorized herein shall be completed within the time limits specified in this permit, or if no time limits are specified in the permit, within three years. If the work is not completed by the date specified in the permit, or if no date is specified, within three years from the date of the permit, the permit shall become null and void. If a permit becomes null and void for a failure to comply with these time limitations, any fill placed in reliance on this permit shall be removed by the permittees or their assignees upon receiving written notification by or on behalf of the Commission to remove the fill.
- I. Except as otherwise noted, violation of any of the terms of this permit shall be grounds for revocation. The Commission may revoke any permit for such violation after a public hearing held on reasonable notice to the permittees or their assignees if the permit has been effectively assigned. If the permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this permit shall be removed by the permittees or their assignees if the permit has been assigned.
- J. This permit shall not take effect unless the permittees execute the original of this permit and returns it to the Commission within ten days after the date of the issuance of the permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission.
- K. Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this permit.
- L. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction up to the line of highest tidal action.
- M. Unless the Commission directs otherwise, this permit shall become null and void if any term, standard condition, or special condition of this permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this permit becomes null and void, any fill or structures placed in reliance on this permit

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& DEVELOPMENT COMMISSION

shall be subject to removal by the permittees or their assignees if the permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.



WILL TRAVIS
Executive Director
San Francisco Bay Conservation and
Development Commission

WT/NS/vm

cc: U. S. Army Corps of Engineers, Attn: Regulatory Functions Branch
San Francisco Bay Regional Water Quality Control Board,
Attn: Certification Section
Environmental Protection Agency, Attn: Mike Monroe, W-3-3
San Francisco International Airport, Attn: Lynn Calerdine

* * * * *

Receipt acknowledged, contents understood and agreed to:

Executed at SOUTH SAN FRANCISCO, CA TRUX Airline Cargo Service
Applicant
On OCTOBER 2, 1998 By: [Signature]
ROBERT SIMMS
PRESIDENT
Title

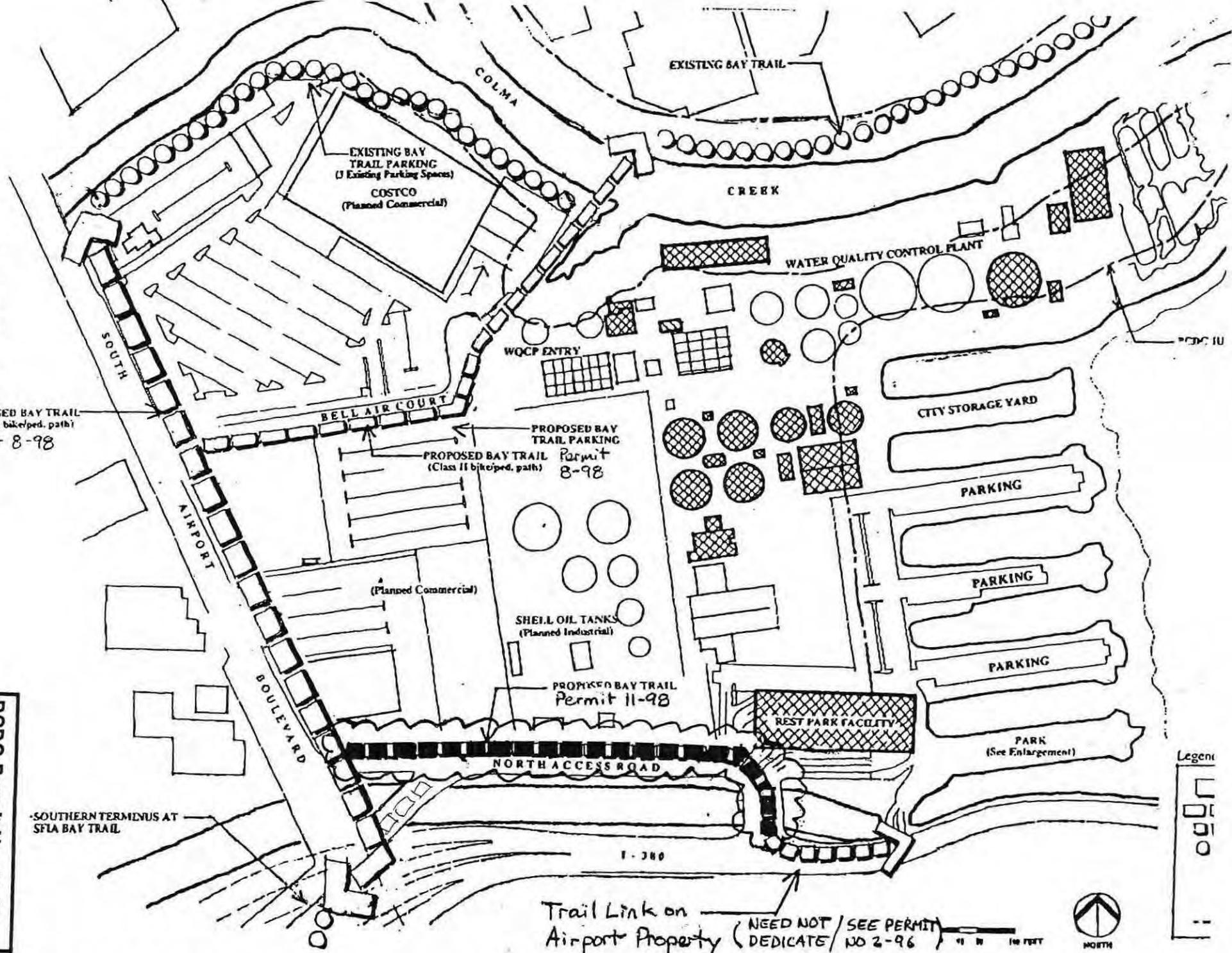
* * * * *

Receipt acknowledged, contents understood and agreed to:

Executed at SOUTH SAN FRANCISCO, CA _____
Applicant
On OCTOBER 5, 1998 By: [Signature]
CITY MANAGER
Title

**NORTHSIDE BIKE LANE AND
SIDEWALK TO BE DEDICATED
FOR PUBLIC ACCESS**

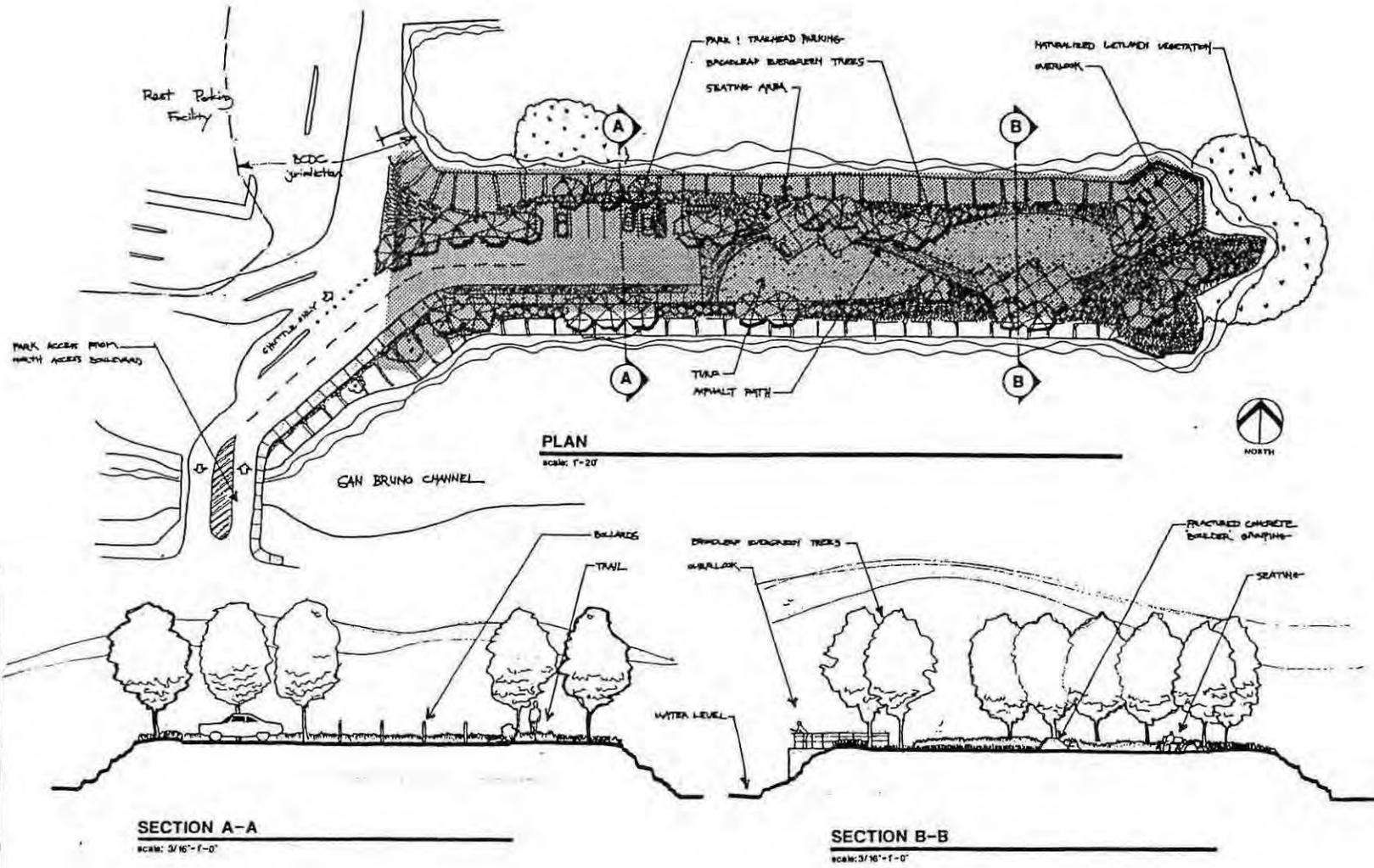
BCDC Permit No. 11-98
The REST Parking Facility
SSF - Trux Cargo Services



PUBLIC ACCESS IMPROVEMENTS

SSF/SB Water Quality Control Plant Expansion An

AREA TO BE DEDICATED FOR PUBLIC ACCESS



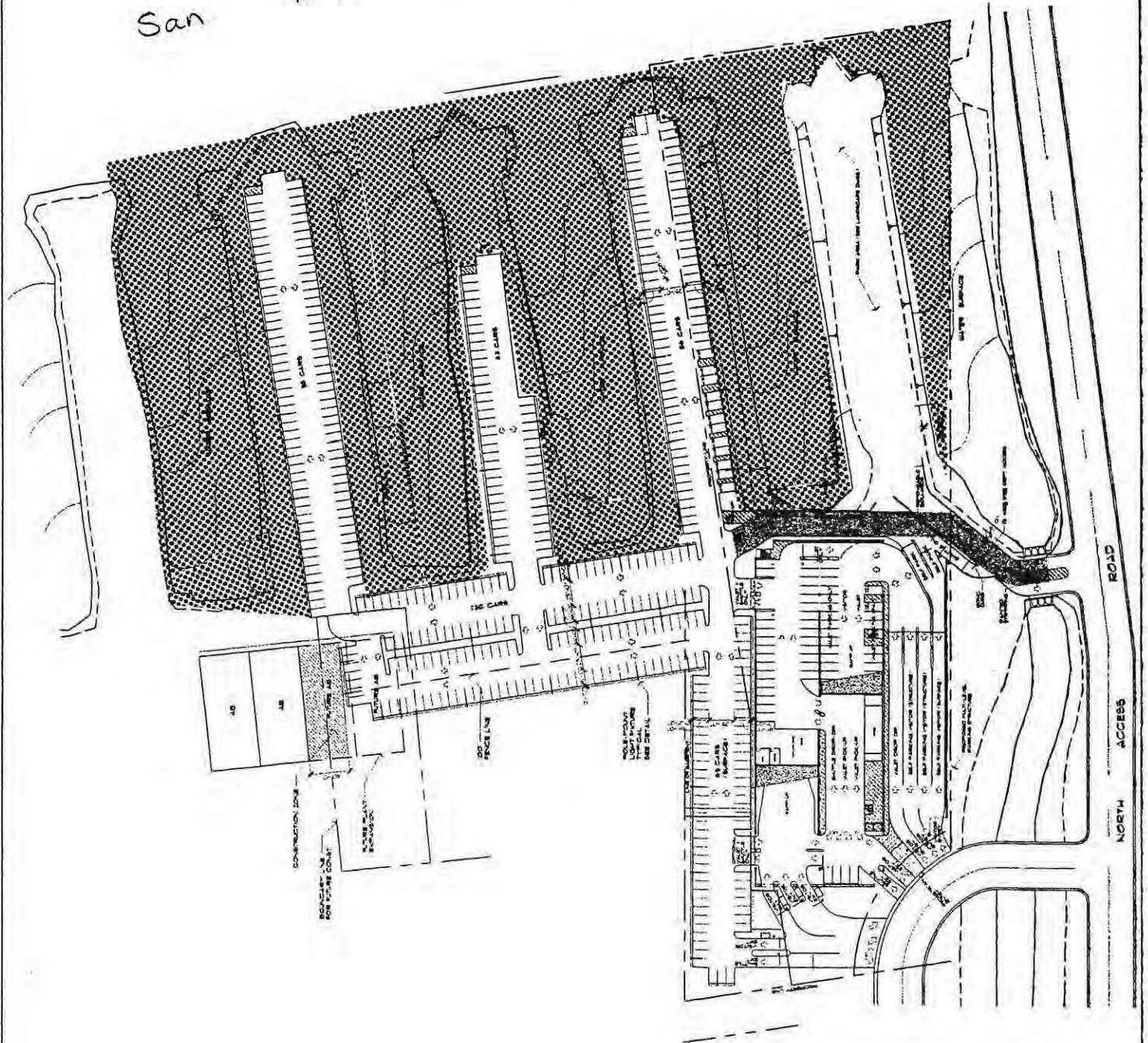
BCDC Permit No. 11-98
The REST Parking Facility
SSF - Trux Cargo Services
Exhibit A-2

PUBLIC ACCESS IMPROVEMENTS
Finger Pier Park

SSF/SB Water Quality Control Plant Expansion And Rest Parking Facility

Callander Associates
February 10, 1998

San Francisco Bay



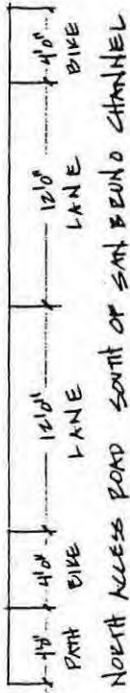
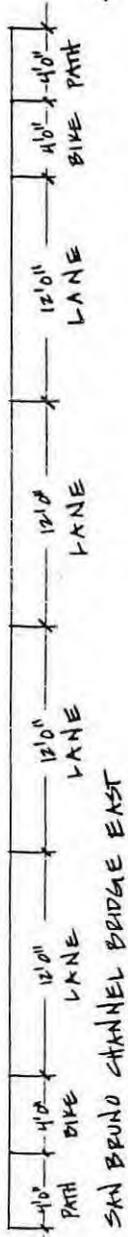
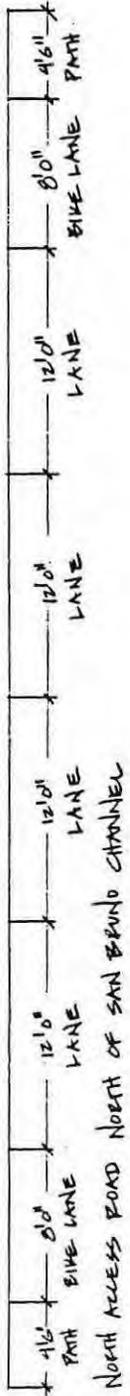
AREA TO BE DEDICATED AS OPEN SPACE FOR WILDLIFE PURPOSES



BCDC Permit No. 11-98

The REST Parking Facility
 SSF - Trux Cargo Services

Exhibit B



NORTH ACCESS ROAD PROPOSED IMPROVEMENTS (1/8" = 1'-0")
 (SUBJECT TO FIELD VERIFICATION)

BCDC Permit No. 11-98
 The REST Parking Facility
 SSF - Trux Cargo Services
Exhibit C

Bob



RECEIVED
JUN - 8 2001
SAN FRANCISCO BAY REGIONAL
& DEVELOPMENT COMMISSION

June 7, 2001

Mr. Brad McCrea
Bay Design Analyst
BCDC
50 California Street
Suite 2600
San Francisco, CA 94111

Dear Mr. McCrea:

We have completed the public park per our permit no. 11-98. Pursuant to our telephone conversation of 6/5/01, I am requesting a time extension to complete the bay trail walkway and bike path for our permit. I have enclosed a check for \$50.00 for the fee for an estimated extension time of three months. The path and trail is located on the property of the city of South San Francisco and the San Francisco International Airport (SFIA). In order to install the path and trail, we must obtain the permission of the city of South San Francisco and SFIA. I am not certain how long the permit process will take to complete.

We have retained Wilbur Smith Associates to prepare a plan for the path and trail. It is scheduled to be completed by 6/11/01. I will forward a copy to you, the city of South San Francisco, and SFIA once I receive it. Once the plan is approved Wilbur Smith Associates will prepare construction drawings if necessary. In the meantime, two contractors have visited our site and have agreed to provide estimates once the drawings are approved.

Although we are expediting every phase of the installation of the path and trail, I estimate that the permit process and construction may take three months.

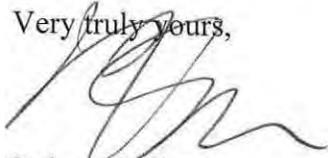
We have signed the Tidal Gate Bridge Permit with SFIA, so that they can continue the path and trail to Belle Air Island.

Mr. Brad McCrea
BCDC

Page 2
June 7, 2001

If you have any questions please call at (650) 871-6137.

Very truly yours,



Robert E. Simms

Enclosure

Amendment No.	11 T.E.
Rec'vd on	6/8/01
Staff asgnd	Carla
Logged on	6/14/01
Fee Paid	\$50.
Time Extension	X

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

50 CALIFORNIA STREET, SUITE 2600
SAN FRANCISCO, CALIFORNIA 94111
PHONE: (415) 352-3600
<http://www.bcdc.ca.gov>

AMENDMENT NO ONE
PERMIT NO. 11-98

July 6, 2001

Trux Airline Cargo Services
229-A Littlefield Avenue
South San Francisco, California 94080

ATTENTION: Robert E. Simms

Dear Mr. Simms:

As requested in your letter of June 8, 2001, you are hereby granted an extension of time for the completion of the Bay trail walkway and bike path until October 31, 2001. Previously, under Special Condition II-B-4 of BCDC Permit Number 11-98, you were required to terminate improvements within the total public access area prior to the use of any of the parking facilities. After review of your permit and your present project status, I have decided that you may proceed in opening the parking facility immediately as long as you agree to finish the additional outstanding improvements within the three-month time period stated above.

This extension of time is for the completion of this public access work only and does not apply to any other time requirement in the permit. This extension of time is issued pursuant to the authority granted by Government Code Section 66632(f), Regulation Section 10822, and upon the finding that this time extension is not a material alteration of the project authorized by BCDC Permit No. 11-98.

Except as stated herein, all conditions of the permit, as amended, dated September 23, 1998, remain in full force and effect.

Very truly yours,



STEVEN McADAM
Deputy Director

SAM/CC/ra
Enc.

cc: U. S. Army Corps of Engineers, Attn.: Regulatory Functions Branch
San Francisco Bay Regional Water Quality Control Board,
Attn.: Certification Section
Environmental Protection Agency, Attn.: Mike Monroe, W-3-3



11-98

October 15, 2001

RECEIVED
OCT 18 2001

SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

Mr. Steve McAdam
Deputy Director
BCDC
50 California Street
Suite 2600
San Francisco, CA 94111

RE: Amendment to BCDC Permit No. 11-98

Dear Mr. McAdam:

We are requesting that our permit be amended for the following purposes:
(1) modification of the sign program, and (2) extension of time.

MODIFICATION OF SIGN PROGRAM

We are requesting a modification of the signs to provide notice that parking is limited to two hours, and that the park will close at sundown and open at sunrise.

Our permit calls for the following sign program:

"Section B.4.e New road and trail signs that: (1) promote pedestrian use of North Access Road sidewalk and the "finger park" (i.e. Public Access and Bay Trail signs); and (2) minimize potential conflicts between the users of the public access area, the parking garage, and the tide gate access bridge. The number and placement of the signs shall be sufficient to clearly convey the public access opportunities at the site and shall be approved by or on behalf of the Commission pursuant to special condition II-A above."

"Section B-8: Reasonable Rules and Restrictions. The permittees may impose reasonable rules and restrictions for the use of the public access areas to correct particular problems that may arise. Such limitations, rules, and restrictions shall have first been approved by or on behalf of the Commission upon a finding that

the proposed rules would not significantly affect the public nature of the area, would not unduly interfere with reasonable public use of the public access areas, and would tend to correct a specific problem that the permittees have both identified and substantiated. Rules may include restricting hours of use and delineating appropriate behavior."

In October of 2000 a "homeless shelter" was created on Bel Air Island, which is located on the Bay Trail approximately one block from our public access park. The San Francisco International Airport (SFIA) is proposing to construct a bridge at the eastern tip of the public access park to connect the Bay Trail to North Access Road. The creation of the homeless shelter, and the connection of the Bay Trail to North Access are changes in the area that occurred after our permit was issued. These changes have created conditions that have lead to inappropriate behavior in the public access park. We have experienced automobiles that park overnight in the park. Also cars parked for extended periods in the parking spaces. We are also concerned about potential homeless campsites on the park area. Therefore, we are requesting a modification of the signs to provide notice that parking is limited to two hours, and that the park will close at sundown and open at sunrise. The signs would read as follows:

1. Public Access Parking Only
2-Hour Limit
Violators will be towed

2. Public Access Park
Open: Sunrise
Closed: Sundown

We have met with Ande Bennett regarding permit requirements and additional improvements. The following items are complete per our permit and meetings regarding the park, and wildlife habitat area:

1. Signage: We have a sign plan that has been approved by BCDC. We have faxed samples of the signs from Hawkins Co. to Ande Bennett. However, we are requesting authority to modify our sign program because of special circumstances at our location. The circumstances have been presented above in this letter.

2. Lighting: We have completed the installation of lights in the park. We have also provided documentation that the finger lighting fixtures are focused, and adjusted so that they illuminate the parking and pathway areas only to avoid illumination on the wildlife habitat area.
3. Rubble/Trash Removal: We have removed all rubble and trash, including silt fencing, and other old industrial rubble from the perimeter of the slope and top of bank. Loose pieces of rusted cable and metal have been sawed and removed.
4. Landscaping: BCDC requested additional landscaping. Our landscape architect has prepared landscape plan for approval by Ande Bennett. Once the plan is approved we have a landscape contractor that will install the landscaping.

A fire truck from the SFIA damaged the curb in the park. We have filed a claim for the repair. We are waiting for a response.

A sample open space guarantee has been submitted to BCDC for comments.

Trash cans have been installed in the park area.

* Wilbur Smith Associates is currently preparing a plan for the Bay Trail/Bicycle Path from the park across the tidal gate bridge, to North Access Road, and across the San Bruno channel bridge down North Access Road to South Airport Blvd. The first segment of the trail is on property owned by the SFIA (tidal gate bridge to San Bruno channel bridge). The second segment is on property owned by the city of South San Francisco (San Bruno channel bridge to South Airport Blvd.). Wilbur Smith Associates is working with SFIA and the city of South San Francisco in the development of a plan.

EXTENSION OF TIME

The SFIA is scheduled to begin construction on their Bicycle/Pedestrian Trail in May 2002 and complete it by November 2002. The city of South San Francisco is scheduled to complete its Bicycle/Pedestrian Trail by 1/31/01.

We are conferring with SFIA on the design of the segment of the Bay Trail located on their property. Once the plan is approved by BCDC, we will submit it for approval to SFIA to obtain a building permit. Once we obtain a building permit, we can obtain bids for construction, select a construction company and begin construction. The permit process at SFIA can take three (3) months. This process allows all of the interested agencies of SFIA to have input before the permit is issued. Assuming our plans are approved by BCDC by November 30, 2001, we would obtain our building permit by February 28, 2002. Construction should be complete by April 30, 2002. We would therefore need a time extension to April 30, 2002 to complete the Bay Trail extension from the park to the San Bruno channel bridge. The segment of the trail that is located on the property of the city of South San Francisco can be completed within the same time frame. It will require a building permit from the city of South San Francisco before we can begin construction. This will permit our segment of the Bay Trail to be complete approximately six months before the SFIA completes it Bay Trail.

We are requesting an extension of time to April 30, 2002. I have enclosed a check for \$100.00. Please advise me if there are any other requirements.

Very truly yours,



Robert E. Simms

Enclosure

Amendment No.	<u>2</u>
Rec'vd on	<u>10/16/01</u>
Staff asgnd	<u>Audey</u>
Logged on	<u>10/19/01</u>
Fee Paid	<u>\$100.</u>
Non-Mat	<u> </u>

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

50 CALIFORNIA STREET, SUITE 2600
SAN FRANCISCO, CALIFORNIA 94111
PHONE: (415) 352-3600
www.bcdd.ca.gov

November 15, 2001

Robert Simms
Trux Airline Cargo Services
229-A Littlefield Avenue
South San Francisco, California 94080

SUBJECT: Permit Amendment for SFO Parking Facility; BCDC Permit No. 11-98, and Enforcement File No. ER00-97

Dear Mr. Simms:

Status of Amendment Request

On October 16, 2001, we received your request to amend certain permit conditions of BCDC Permit No. 11-98, which authorizes your parking facility located on North Access Road in the City of South San Francisco, San Mateo County. We have made the following determinations in relation to your proposals:

- (1) We can not approve your request to modify the signage for the entrance to the "finger" park, but you may amend this request with a more narrowly defined proposal that restricts use for motor vehicles after sunset and that does not restrict pedestrians and cyclists passing through on the Bay Trail;
- (2) We can amend your permit to change the completion date for those portions of the Bicycle/Pedestrian Trail on City and San Francisco International Airport property, as described in Special Condition II-B-4-c, -d, and -e, from October 31, 2001, to May 1, 2002;
- (3) The required guarantee for that portion of the public access on City property, described in Special Condition II-B-2(2), is dependent on the final, approved site plan and, thus, you should revise your amendment request to also change the completion date for submittal of the final draft of the legal instrument to no later than February 1, 2002, and amend the completion date for a portion of Special Condition II-B-3, to require proof of recordation of the instrument no later than May 1, 2002; and
- (4) You may also revise your request to include a new completion date for the landscaping on the south and east side of the parking structure, described in Special Condition II-B-4-g; we would approve a date of March 1, 2002 for the installation of the approved planting plan.

Your revised amendment request should be submitted immediately in order to avoid enforcement actions on the above items.

Enforcement of Permit Conditions

On November 13, 2001, I visited your project site and found that the public access and wildlife area is still not complete as required by the permit and approved plans. Also, we have reviewed your permit file and noted that a number of documents appear to be overdue. In order to resolve these apparent violations of your permit conditions and avoid civil penalties, you must take all necessary actions in the time periods described for each set of items below:

1. **Public Access Area guarantee.** Special Condition II-B-2(1) requires that the public access area located on Trux property that includes the "finger" Park, must be guaranteed by a legal instrument prior to use of the parking facility. You do not have a time extension for this, and we have no record of having received the draft that you believe was submitted a number of weeks ago, and neither we have received a replacement copy from you since our phone conversation on November 13, 2001. Please (re)submit it immediately for staff review and, if you provide evidence of the original submittal date by copy of your original transmittal or cover letter, we will account for this in the calculation of any potential penalties. If you submit an approvable, legal instrument within 35 days of the date of this letter, no civil penalties will be assessed for this violation. Please see the standardized fines at the end of this letter for penalties that will be imposed after 35 days.
2. **Recordation of the Public Access Instrument.** Special Condition II-B-3 requires that you submit proof of recordation of the above instrument within 30 days of the approval. You may avoid a civil penalty for this requirement if you submit proof of recordation of the permit within 35 days of the above instrument being approved. Please see the schedule of standardized fines at the end of this letter for penalties that will be imposed after 35 days.
3. **Improvements for the Public Access Area.** Special Condition II-B-4 requires that the following improvements be completed on the Trux property, prior to use of the facility, and you do not have a time extension for this work. These improvements have not been installed and you have not obtained authorization for completing these improvements at a later date.
 - Special Condition II-B-4-a requires completion of the improvements for the 67,350 square-foot finger Park, prior to use. During my site visit on November 13th, I noted the following items that require correction or completion to avoid civil penalties: (1) clean up the remaining construction debris at the base of the lighting posts and repair the landscaping; (2) remove the metal drum in the parking lot that is marked "Hazardous Waste"; (3) permanently remove the dumpster used by your parking facility from the public access parking area, which has been present during all three site inspections we have made; and (4) complete the installation of all plant materials at the entrance to the parking lot, as shown in the plan, dated October 1, 2001, and approved by staff on October 10, 2001.
 - Special Condition II-B-4-b requires installation of 8 signed parking spaces that are to be used exclusively for public access to the shoreline. There are no signs at this time posted to restrict parking, and three cars were illegally parked during my site visit on November 13th. The approved signage must be installed and located as required by the plans approved on August 20, 2001.
 - Special Condition II-B-4-e requires installation of the approved sign program for the public access areas, also approved on August 20, 2001. This portion of the sign program must be installed, exactly as shown in the plan for this portion of the project. The time extensions for this condition that are described in the first part of this letter apply only to the public access trails on City and SFIA property, and not the signage on Trux property.

If you take each and every action to correct this violation of this permit condition within 35 days of the date of this letter, you will avoid any civil penalties. Please see the schedule of standardized fines at the end of this letter for penalties that will be imposed after 35 days.

4. **Maintenance.** Special Condition II-B-6 requires that the public access improvements be maintained by the permittee. The curb that was destroyed by fire department trucks several months ago must be replaced, consistent with the approved plans. Any plant material that was damaged must be replaced. If you take each and every action to correct this permit violation within 35 days, you will avoid civil penalties for this permit failure. Please see the schedule of standardized fines at the end of this letter for penalties that will be imposed after 35 days.
5. **Debris Removal.** Special Condition II-G requires all construction debris to be removed from the site. In my visit on November 13, 2001, I found 5 wood pallets and a large bundle of 20-foot-long PVC pipe piled on the south side of finger No. 3. This is a violation of the terms and conditions of your permit. There is no standardized fine schedule in our regulations that applies to this violation, but you can avoid the penalties and enforcement actions explained at the end of this letter if you remove correct this violation immediately.
6. **Transitional Upland Habitat Enhancement.** Special Condition II-I requires that all large, unsightly rubble be removed from the fingers, and that the upland perimeter be planted with native materials according to Department of Fish and Game specifications. There are two actions that are necessary in order to meet this permit condition: (1) the loose and warped planking on the old piers at the easterly end of finger No. 4 has not yet been removed, as requested in several conversations since our first site inspection in August of 2001; and (2) the supplemental planting plans submitted by your contractor to meet the requirements of this special condition, have not been implemented as of November 13th, 2001. There is no standardized fine schedule in our regulations that applies to this violation, but you can avoid the penalties and enforcement actions explained at the end of this letter if you take each and every action necessary to resolve this violation immediately.
7. **Wildlife Refuge Area Instrument.** Special Condition II-J-1 requires that the wildlife enhancement area be guaranteed by an approved, legal instrument, and also requires that proof of recordation be submitted to staff 30 days prior to use of the facility. We have no record of having received a draft of the legal instrument, as of the writing of this letter. You may avoid a civil penalty for this requirement if you submit an approvable legal instrument within 35 days and subsequently submit proof of recordation within 35 days of the instrument being approved. Please see the schedule of standardized fines at the end of this letter for penalties that will be imposed after 35 days.
8. **Wildlife Refuge Use Restriction.** Special Condition II-J-2 requires that use of the wildlife area be restricted for wildlife use only. Your plans submitted on November 24, 1998 showed fencing and signage that restricted use. At my site visit on November 13th, the required signs, "No Public Access, Sensitive Wildlife Habitat Area," were not yet posted on the fences at the end of the fingers. There is no standardized fine schedule in our regulations that applies to this violation, but you can avoid the penalties and enforcement actions explained at the end of this letter if you post the signs immediately.
9. **Shielding of Night Security Lighting.** Special Condition II-L requires that the night lighting be focused, and that no part of the wildlife area be illuminated. You have verbally reported that the lighting satisfies this requirement but you have not submitted confirmation from your contractor to show that this was accomplished. Please provide documentation from your contractor that the lighting has been inspected at night and meets the standard set by the language in the permit. If the contractor determines that some corrective action is needed to replace or refocus the lights, a plan and a schedule for this work must be

submitted instead of the above certification. If you submit the certification, or the plan of corrective action within 35 days, no penalties will be imposed. Please see the schedule of standardized fines at the end of this letter for penalties that will be imposed after 35 days.

Schedule of Standardized Fines

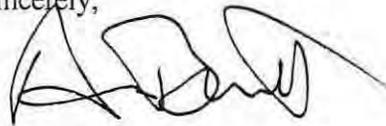
The Commission's regulations allow for the resolution of certain permit violations through the application of standardized fines. For each of the six violations listed above where standardized fines can be applied, the following schedule will be used to calculate the fine for resolving the penalty portion of each violation that persists after 35 days from the date of this letter. If you take each and every action necessary to correct the violation between 35 days and 65 days, you can resolve the penalty portion of the violation by paying \$1,000. If you take each and every action between 66 and 95 days, you can resolve the penalty portion of the violation by paying a fine of \$3,000. If you take each and every action after the 96th day, you can resolve the penalty portion of the violation by paying a fine of \$3,000 plus \$80 for every day after the 96th day until the violation is resolved. After 125 days you will be subject to formal enforcement proceedings according to California Government Code Sections 11300 to 11385, which may result in a cease and desist order and a civil penalty of between \$10 and \$1,000 per day from the date the violation was first determined to exist, to a maximum penalty of \$20,000 per violation.

Cease and Desist and Civil Penalty Order

For resolution of the three permit violations listed above that are not susceptible to resolution through use of the standardized fines, you are now on notice that if you do not correct these violations prior to our next site inspection, you may be subject to formal enforcement proceedings according to California Government Code Sections 11300 to 11385, which may result in a cease and desist order and a civil penalty of between \$10 and \$1,000 per day from the date the violation was first determined to exist to a maximum penalty of \$20,000 per violation assessed.

If you have any questions about the revision of your amendment request, or the enforcement of the permit conditions, you may contact me at 415 352-3626.

Sincerely,



ANDE BENNETT
Coastal Program Analyst

ARB/ra

cc: City of South San Francisco, Ken Metcalf
SFO Office of Planning, Dale Blount

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

50 CALIFORNIA STREET, SUITE 2600
SAN FRANCISCO, CALIFORNIA 94111
PHONE: (415) 352-3600
<http://www.bcdc.ca.gov>

November 29, 2001

Robert Simms
Trux Airline Cargo Service
237 Harbor Way
P. O. Box 2505
South San Francisco, California 94083-2505

SUBJECT: Review of Public Access and Open Space Instruments, Trux
Airline Cargo and City of South San Francisco
(BCDC Permit No. 11-98)

Dear Mr. Simms:

I have received two instruments that you sent to us by fax on November 19, 2001. Apparently you sent this document to us originally on August 24, 2001 but it was never received at this end, or it was misplaced.

I am not able to approve the documents at this time. My comments should help you to complete the instruments but feel free to call if you have any questions. Please keep in mind that the goal of these legal instruments is to inform any member of the public who searches the records of the exact location of the public access and open space areas. In general, the text is incomplete and the exhibits you have submitted are difficult to read and do not include the features required by the permit. Your permit sets out specific directions for completing the instruments. See page 4, Special Condition II-B-2, starting at the top of the page. In addition, I recommend that you review the entire special conditions (pages 2 through 8). This condition specifies the areas for public access and open space (II-F, page 8), and sets out specific directions for public access improvements, recordation of the legal instruments, and protection of the Bay, among other key requirements.

In addition, I encourage you to review your entire BCDC permit. The requirements are complex and there are more requirements than the submittal of these instruments.

Text of the Public Access and Open Space Agreements

Both the public access instrument and the open space instrument have the same shortcomings, as follows.

The instruments should contain a cover page for use by the Recorder's office. I am enclosing a format for your use. You should fill in the relevant parcel numbers and the permit number.

On the first page of the agreement, fill in the permittee's name. If the property to be reserved for public access or open space includes any property controlled by the City of South San Francisco, you should include the City as a party to this agreement. In that case, both your property and the City's should be described in separate, attached exhibits (Exhibits A and B).

In the second paragraph, you should choose the appropriate language depending on whether you own, lease, or hold an easement to the property that is the subject of the permit. If some of the City's property will be reserved for public access or open space, please state the property interest of the City as well as your own.

In the third paragraph of the instrument, the application number is the permit number: 11-98. After the phrase "...the permittee sought in Application No. 11-98 a permit for the following:" please insert the authorization from section I-A-1 of the permit. This lists all the work that you are authorized to undertake.

In the last paragraph on the first page, and in the paragraph beginning "Now, therefore..." please change the reference to the "Special Condition" for public access to Special Condition II-B-2. In the open space instrument, you should refer "Special Condition II-J."

Page 3 of the instrument should be amended by typing your name and title under your signature line. If the City is a party to this agreement, you should add a signature page for the appropriate City official.

Exhibits to the Instrument

I have a number of comments on your exhibits. Some comments are particular to the public access or to the open space instrument. I have included a discussion of overall criteria that we need for an acceptable exhibit, and these apply to both the public access and open space instruments.

Exhibit A to both legal instruments should be a metes and bounds description and map of the property controlled by you, and that is governed by the overall BCDC permit. You have submitted a metes and bounds description, but Exhibit A should also include a plat that depicts the metes and bounds of the property. The plat should also depict the nearest public street, the edge of the Commission's Bay jurisdiction, any important changes in topography such as top of bank, and any other important features of the site. The plat should also include a scale, north arrow and appropriate title and should be legible for recording. If both your property and City property will be reserved for public access use, please describe the City's property in Exhibit B (if so, the subsequent exhibits must be re-labeled). The following comments assume that you are including only one exhibit to describe your property.

Exhibit B for both legal instruments should be a copy of the executed permit. Included in your faxed submittal is a diagram of the finger piers showing parking and some public access improvements. This page appears to be labeled "Exhibit B." This diagram is not useful in any case because it is difficult to read and does not include the features we need to complete this instrument.

Exhibit C should be a metes and bounds description and map of the property being reserved for public access or for open space. I have the following comments on the exhibits you submitted:

1. The exhibits you submitted are difficult to read, but that may be due to the quality of the fax. The public access areas that you must reserve are more clearly shown on Exhibits A-1 and A-2 to your BCDC permit.
2. You have not submitted an Exhibit C pertaining to the open space area. Please use these comments to guide you in preparing the open space exhibit. The specific requirement for open space is contained in Special Condition II-J on page 7 of your permit. The open space area is shown on Exhibit B to your BCDC permit. As stated in Special Condition II-J, the upper edge of the open space area should be located at 5 feet above Mean Sea Level.

3. The public access metes and bounds description concludes with a statement that the area contain "0.827 acres of land..." This equals about 36,099 square feet. However, your permit requires that you reserve 67,350 square feet on the south finger pier, plus a 7,500-square-foot area of North Access Road to be developed with sidewalks and bike lanes. See Special Condition II-B-1, at the bottom of page 3 of your permit for a statement of this requirement.

This condition also provides for an alternative to the North Access Road area; see Special Condition II-B-5 on page 5 of the permit for a statement of this requirement. You should determine which area is to be provided to the public, improved, and reserved through this instrument.

4. The plat attached to the legal description is not legible. There are confusing lines on the plat, and I cannot determine where the edge of the Bay is located. In addition, the metes and bounds at the east end of the pier seem to cut off some parts of the land and include some parts of the water. However, the location of the Bay is not labeled, and so I am uncertain. In any case, the edge of the Bay should be located at 5 feet above Mean Sea Level.
5. Some of the metes and bounds are depicted on top of extraneous lines on the plat, which renders them illegible. It appears that the public access along North Access Road is not included in this plat but the permit requires that this area be included as part of the public access reservation.
6. When you submit the next draft, your surveyor may use two pages with a match line, if that will help to clarify the many lines and features shown on the plat, and allow a clear labeling of the additional features that I have requested.

Until I see a more complete document and more legible plats, I will not be able to give you final comments. Once again, I would be happy to answer questions from you or your surveyor. I may be reached at (415) 352-3610 or ellens@bcd.ca.gov.

Sincerely,



ELLEN M. SAMPSON
Staff Counsel

Enc.

EMS/mm

Recorded at the request of
State of California
San Francisco Bay Conservation
and Development Commission

WHEN RECORDED, mail to:
San Francisco Bay Conservation
and Development Commission
50 California Street, Suite 2600
San Francisco, California 94111

STATE OF CALIFORNIA
OFFICIAL BUSINESS -- Document
entitled to free recording
pursuant to Government Code
Sections 6103 and 27383

NO TAX DUE

THIS SPACE FOR RECORDER

**Notice of Conditions, Covenants,
and Restrictions Affecting**

_____ County Assessor Parcel _____.

1. An agreement imposing public access restrictions on the use of the affected parcels.
2. BCDC Permit No. _____ dated _____, as amended through Amendment No. _____, dated _____.



RECEIVED
JAN 31 2002

SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

January 29, 2002

Ms. Ande Bennett
San Francisco Bay Conservation and Development Commission
50 California Street, 26th Floor
San Francisco, CA 94111

VIA FAX (415) 352-3606

Re: Response to your letter dated 11-15-01

Dear Ms. Bennett:

Regarding your letter of 11-15-01, we have made the following improvements to the Public Access Area:

1. Cleared the remaining construction debris at lighting post, and repaired landscaping.
2. Removed metal drum marked "Hazardous Waste" from the parking lot.
3. Removed dumpster from public access area.
4. Completed the installation of all plant and materials at the entrance to the parking lot.
5. Installed 8 signed parking spaces with time restrictive parking signs posted on poles and stenciled on surface.
6. Installed the approved sign program for the public access area.
7. The damaged curb in the park has been removed.
8. Additional landscaping has been installed in the 5 foot above mean sea level line at tip of fingers per supplemental planting plans.
9. Signs have been placed indicating "No Public Access, Sensitive Wildlife and Habitat Area"

Ms. Ande Bennett

January 29, 2002

10. Shielding of night security lighting. I have enclosed a letter from Engineering Resources indicating that the light fixtures are focused on the parking area only.
11. Recordation of the Public Access, and Wildlife Refuge Area Instrument is not complete. On 11/19/01 I faxed a copy of my letter to Steve McAdam dated 8/24/01 to you. Pending receipt of a copy of my letter to Steve McAdam you agreed to extend the completion date.
12. Removal of the loose and warped planking on the old piers at the easterly end of finger no.4 has not been done. I am asking for the elimination of this requirement for the following reasons:
 - a. The pier and planks are located in the bay. They are not located on the finger.
 - b. The pier and planks are in an area that we do not own or lease, and is not part of our permit.
 - c. The pier and planks are in an area below the area 5 feet above mean sea level line.
 - d. The pier and planks provides habitat for the birds and other wildlife in the area.

Very truly yours,



Robert E. Simms

September 4, 2001

ER# 98014

Attn: Rob Simms

Re: REST Parking Structure Parking Lot Lighting

Dear Bob,

The site lighting in all parking areas (including the fingers into the bay) were designed to maximize the light in the parking area while minimizing the light on surrounding areas.

In the fingers, we selected light fixtures that distribute the majority of light to the sides and in front of the fixture. This is known as a Type 3 (or batwing) distribution. This allowed us to minimize the number of fixtures while maximizing light on the parking area.

Sincerely,



Ken Melgoza, PE
Vice President

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

50 CALIFORNIA STREET, SUITE 2600
SAN FRANCISCO, CALIFORNIA 94111
PHONE: (415) 352-3600
www.bcdc.ca.gov

February 21, 2002

Robert Simms
Trux Airline Cargo Services/REST Investments
237 Harbor Way
P. O. Box 2505
South San Francisco, California 94083

SUBJECT: Enforcement of Permit Conditions
(BCDC Permit No. 11-98 and Enforcement File No. ER00-97)

Dear Mr. Simms:

I am writing to ensure that you understand all of your obligations relative to completion of the public access at the SFO Parking facility, as required by BCDC Permit No. 11-98. On January 29, 2002, I received your written response to my enforcement notice of November 15, 2002, which indicates that you have addressed the permit violations enumerated in my letter as Item Nos. 3, 4, 5, 6, 8, and 9. I will make a site visit in the near future to verify that those apparent violations have been fully corrected. Regarding the legal instruments to guarantee the open space and the public access area on your property (Item Nos. 1 and 7 in my notice), you acknowledged that you have not yet completed approvable drafts of either instrument. I described the standardized fines that have accrued for those apparent violations in our telephone conversation on January 31, 2002; the current status of those fines is also enumerated at the end of this letter. Regarding the completion of the Bicycle/Pedestrian Trail on City and SFO properties, you have not yet submitted the revised application for amending your permit that we required in the enforcement notification, which would correct these particular permit violations and allow you until May 1, 2002, to complete the off-site public access improvements and the related guarantee. The following paragraphs explain the status of these violations.

Enforcement Status of the Bicycle/Pedestrian Trail and Permanent Guarantee

In most cases, failure to complete any portion of a public access requirement results in the imposition of standardized fines, which begin to accrue 35 days after we have mailed you the notice. My enforcement notice of November 15, 2001, reflects the staff's decision that your October 15, 2001, request for a blanket time-extension was not approvable and that your failure to comply with the permit's conditions would be treated as an enforcement matter. Accordingly, we commenced the schedule of standardized fines and required that you complete the on-site public access improvements and permanent guarantees and, further, that you complete the off-site Bicycle/Pedestrian Trail, permanent guarantee, and required landscaping by obtaining an amendment of the permit to extend the dates to complete the work and documents to May 1, 2002. The decision to allow you an extended "grace-period" for completing the off-site improvements reflects our understanding that considerable time is required to coordinate with the City and SFO, who necessarily have their own concerns about these improvements on their property. Note that May 1, 2002, is one month more than what you requested in your letter of October 15, 2001.

Robert Simms
Trux Airline Cargo Services/REST Investments
February 22, 2002
Page 2

If you obtain an amendment to your permit to reflect the above stated remedy and subsequently complete the off-site public access and other requirements on time, you will not be assessed any civil penalties for these apparent violations. Since three months have passed since we sent you the violation notice and it is now too late to amend the permit with our proposed date of February 1, 2002, for submitting an executed copy of an approved guarantee for the off-site public access area, or our date of March 1, 2001, for installing landscaping adjacent to the SFO Parking pursuant to an approved plan, we will allow you to remedy these violations by requesting an April 1, 2002, completion date for both requirements. This will allow you time to negotiate a solution for the landscaping and also give you 30 days to record an approved legal instrument for the public access guarantees by than May 1, 2002. Pursuant to my conversation with you on January 31, 2002, we expect to receive a fileable amendment request immediately so that this remedy and adjusted understanding of the terms and conditions of your permit are formally authorized and issued prior to your commencing any more activities. Please expedite your amendment request so that staff has a reasonable time period to review and respond to it.

Enforcement Status of Onsite Violations

Regarding the accrual of standardized fines for failing to submit the completed and approvable legal instruments for the open space/Wildlife Refuge area and the public access area on Trux's property, Ellen Sampson, a staff counsel, reviewed your first submittal and sent you a response on November 29, 2001. As you have acknowledged, you have not yet re-submitted drafts in response to her comments. My enforcement letter of November 15, 2001, indicated that you had 35 days from the date of that letter to provide an approvable document for each guarantee before fines would begin to accrue. However, we acknowledge that commencement of the fine schedule should be adjusted to start on the date that you would have received Ms. Sampson's comments, on December 1, 2001, and not on the date of my notice. This adjustment is based on the fact that the staff did not review your submittal until you faxed us a copy of your August 24, 2001 original on November 19, 2001. Therefore, the 35-day grace period started on December 1, 2001, the first tier of fines began to accrue on January 4, 2002, and as of the date of today's letter, 84 days have passed in which time the fine amount for each instrument has accrued to \$3,000, for a total fine of \$6,000. If you have not submitted two approvable instruments by the 96th day, or by March 6, 2002, these amounts will begin to increase by \$80 per day for each instrument. Upon inspection of the site, if any of the other apparent violations noted in my November letter prove not to have been fully corrected, other civil penalties may apply. I recommend that you review my letter of November 15, 2001, very carefully.

Potential Civil Penalty Order

If the apparent permit violations related to the improvements required either on your own property or on City and SFO property are not fully resolved by May 1, 2002, we may begin formal enforcement proceedings against you in accordance with California Government Code Sections 11300 through 11385. Such action may result in the issuance of a cease and desist and civil penalty order. As part of this proceeding, the Commission may assess a civil penalty against you of between \$10 and \$1,000 per day per violation, calculated from the date the violations were first determined to exist. In summary, we agreed by our letter of November 15, 2001, to give you six additional months beyond your first time extension without imposing civil penalties. This period is nearly over and you have significant accomplishments yet to make.

Robert Simms
Trux Airline Cargo Services/REST Investments
February 22, 2002
Page 3

As always, feel free to call me at (415) 352-3626 if you have questions about this letter or your permit conditions.

Sincerely,

A handwritten signature in black ink, appearing to read 'ANDE BENNETT', with a long horizontal flourish extending to the right.

ANDE BENNETT
Coastal Program Analyst

ARB/AK/mm

cc: City of South San Francisco, Ken Metcalf
SFO Office of Planning, Dale Blount

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

50 CALIFORNIA STREET, SUITE 2600
SAN FRANCISCO, CALIFORNIA 94111
PHONE: (415) 352-3600
www.bcdc.ca.gov

March 19, 2002

Public Works Department
City of South San Francisco
P. O. Box 711
400 Grand Avenue
South San Francisco, California 94083

ATTENTION: Barbara Hawkins, City Engineer

SUBJECT: Enforcement of Special Conditions of **BCDC Permit No. 11-98**
(Enforcement File No. ER00-97)

Ladies and Gentlemen:

I am writing this letter to further clarify the City's obligations, as co-permittees with Robert Simms of REST Investments, regarding the apparent violations of the public access conditions required by BCDC Permit No. 11-98. On February 15, 2002, we sent a letter to Mr. Simms stating that the incomplete public access improvements and guarantees related to his property, City property, and SFO property are on-going, apparent violations of the permit, which, if not fully corrected by May 1, 2002, would force the staff to undertake a formal enforcement proceeding and the imposition of significant civil penalties. We also required Mr. Simms to immediately seek to amend the appropriate dates in the permit to memorialize this understanding and provide authorization to complete the work because the permit expired on October 31, 2001. We sent a copy of the letter to the City and also called the City Engineer, Barbara Hawkins, to clarify that the permit does not distinguish between Mr. Simms' and the City's responsibilities and, therefore, that the City may be equally liable for resolving the violations and for penalties if the violations are not resolved. Ms. Hawkins responded on March 1, 2002, informing us that in order to avoid potential penalties, the City would negotiate a settlement with Mr. Simms for his obligations and take the lead for completing all of the permit obligations.

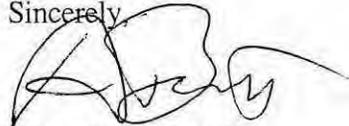
While we welcome the City's proposal to assume active responsibility for completing the public access, the City and Mr. Simms must promptly commit themselves to this remedy by amendment of the completion dates and other necessary permit language related to responsibilities of the two permittees. By no later than April 1, 2002, you must provide a filable amendment request that confirms this remedy for the apparent violations. We understand that taking the lead will require the City more time than if it had originally assumed this responsibility, and we will negotiate a reasonable completion date to comply with all of the requirements of the permit.

As explained in our February 15th letter to Mr. Simms, the failure to complete and guarantee the Bicycle/Pedestrian Trail on City and SFO property is not susceptible to resolution by standardized fines because the grace period of six months was granted up to May 1, 2002. Please understand that if the City and REST Investments do not successfully correct the violations by

filing the amendment request and subsequently completing the work by the amended completion date, we would begin formal enforcement proceedings in accordance with California Government Code Sections 11300 through 11385, which would include a public hearing and may result in a cease and desist and civil penalty order with penalties between \$10 and \$1,000 per day, per violation, calculated from the date the violation was first determined to exist.

As always, feel free to call me at (415) 352-3626 if you have questions about this letter or your permit conditions.

Sincerely

A handwritten signature in black ink, appearing to read 'Ande Bennett', with a long horizontal flourish extending to the right.

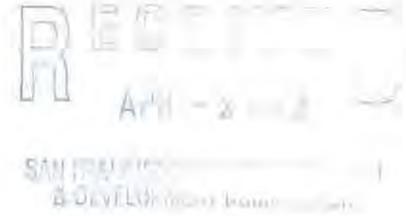
ANDE BENNETT
Coastal Program Analyst

ARB/mm

cc: Robert Simms, REST Investments
Dale Blount, SFO Office of Planning



OFFICE OF
THE CITY ENGINEER
(650) 829-6652
FAX: (650) 829-6689



March 27, 2002

Ande Bennett
San Francisco Bay Conservation and Development Commission
50 California Street, Suite 2600
San Francisco, CA 94111

RE: BCDC Permit No. 11-98

Dear Ms. Bennett:

In an effort to facilitate the BCDC permitting process, the City of South San Francisco (City) will be taking the administrative role and managing a portion the mitigation for Mr. Robert Simms, of REST Investments. As a result of this change in the project management, the City is requesting an amendment to Permit No. 11-98. This letter will supercede the amendment request submitted on October 15, 2001 by Mr. Simms. Please apply the \$100.00 processing fee submitted with the October 15, 2001 letter to this request

Mr. Robert Simms, or REST Investments, and the City are co-permittees on permit No. 11-98. Mitigation measures for improvements constructed under Permit No. 11-98 were proposed in the original permit. The mitigation measures included a sidewalk on the north side of North Access Road. A revised design recommendation was subsequently proposed by BCDC. That design included sidewalks on both the north and south sides of North Access Road. But, in a December 19, 2001 letter from Wilbur Smith Associates it was demonstrated that BCDC's recommended design was infeasible. As the letter points out and Drawing No 1 shows, the width of the bridge on North Access Road and the existing truck turning radius from Hwy 380 on to North Access Road create an unsafe condition for the proposed two sidewalks and two bike lanes.

Please review the enclosed design drawings to see if they meet BCDC's permit requirements. I have forwarded Brad McCrae's March 25, 2002 design proposal to Wilbur Smith Associates for their review. I have not included a response to that design in this letter since I wanted to get this request to amend the permit in the mail before the April 1, 2002 deadline. BCDC will receive a reply regarding Mr. McCrae's design proposal once I get a response from the consultants, Wilbur Smith Associates.

The following list identifies the change in scope, responsible entity and proposed completions date that are to be reviewed as part of the amendment request.

1. We request BCDC amend the permit to change the completion date for those portions of the Bicycle/Pedestrian Trail on the City of South San Francisco property as described in Special Condition II-B-4-c, -d, and -e, from October 31, 2001 to July 31, 2002. 2003
2. We request BCDC amend the permit to change the completion date for the submittal of the legal instrument that guarantees the public access portion on City property described in Special Condition II-B-2(2) no later than July 31, 2002 and recordation of the instrument no later than September 1, 2002 as described in Special Condition II-B-3. 2003
3. We request BCDC consider changing the planting material to ground cover for the area on the south and east side of the parking structure as described in Special condition II-B-4-g. San Francisco International Airport (SFIA) owns a fuel line under the easement. Installation of woody vegetation as per the original design could threaten the structural integrity of the pipe. The owner of the property, Equilon, has reviewed the design change and prepared a letter requesting the revised design. Pipeline may be abandoned in 2003
4. We request BCDC provide the applicant with flexibility to complete the installation of the ped-buttons at a date to be determined in the future in the event coordination with Caltrans extends the completion date beyond July 31, 2002. 2003 ?
5. We request BCDC approve the installation of a ped-button at the intersection of the southern "Y" on North Access Road and South Airport Road as a part of the SFIA project. The SFIA project shall be responsible for the installation of the ped-button and other necessary hardware. The Applicant has spoken with staff regarding the feasibility of this option and will request a letter from SFIA to verify this arrangement once SFIA has received the required encroachment permit from Caltrans. Applicant of Permit No 11-98 shall be responsible for the costs relating North Access Road.
In addition, comments made by SFIA in a March 5, 2002 letter to Mr. Simms regarding improvements on Airport property for Permit No 11-98 have been reviewed and some of the recommendations have been included in a separate design that has been submitted to you. Michelle DeRobertis of Wilbur Smith Associates will contact you to discuss SFIA's recommendations and how these recommendations were implemented in the design along Airport property. Nixon Lane
Concurred -
but applicant
must supply
letter; SFIA
must amend
2-92
6. Financial responsibility for project administration, coordination with permitting agencies, survey description required as a part of the public access guarantee, preparation of guarantee legal document, recordation of guarantee, project design, construction documents, construction management, construction work, and debris removal shall be shared by the City of South San Francisco and Robert Simms as noted in a Construction and Maintenance Agreement dated June 12, 1998 between the City of South San Francisco and Robert Simms, or REST Investment.
7. The City of South San Francisco will be responsible for project administration, coordination with permitting agencies, and completion of project survey, construction management, and debris removal. Robert Simms will be responsible for all other tasks.

8. The Public Access guarantee for the "finger" park is presently under review by your legal office as required by Special Conditions II-J-1. Your legal counsel has been sent a revised second draft based upon her comments on the first draft. Once it has been accepted it shall be recorded in accordance with Special Condition II-B-3.
9. Special Condition II-B-4 requires completion of the finger Park. Permit No. 11-98 incorrectly identified the area of the finger park as 67,350 square feet. The correct area, which was noted in the Initial Study/REST Parking Garage February 1997, is 32,000 square feet.
10. Inspection of the site by BCDC staff would demonstrate that Special Conditions II B-4 a, -b, and -e and II-G requiring the removal of debris, installation of 8 signed parking spaces and installation of approved program sign have all been completed per Special Conditions II-J-2 and II-L.
11. Long-term maintenance as per Special Condition II-B-6 shall be the responsibility of the City of South San Francisco. Financial responsibility of long-term maintenance shall be shared by the City of South San Francisco and Robert Simms as noted in a Construction and Maintenance Agreement dated June 12, 1998 between the City of South San Francisco and Robert Simms, or REST Investment. Prior to the acceptance of the public improvements, the City of South San Francisco shall conduct an inspection to verify improvements are constructed per the approved design.
12. Special Condition II-I requires that all unsightly rubble be removed from the fingers. There are loose warping planks near the eastern end of finger No. 4 that are not a structural component of that pier. The warped planks are used by wildlife and are separated from finger No. 4 so public access is not feasible, thereby providing unimpeded use by wildlife and safety for the public. At this time we are requesting the warped planks not be removed.
13. Inspection by BCDC staff would demonstrate that supplemental planting within the 5-foot borders of the finger park boundary was installed as requested.
14. The proposed schedule for this project is dependent upon coordination with Caltrans and San Francisco International Airport. If changes are needed on Caltrans property the permitting time may exceed the July 31, 2002 date proposed above. We would then need to request another amendment to complete that portion of the project affected by Caltrans property. The following schedule is based upon two assumptions; 1) no significant change on Caltrans property, 2) construction work will be performed under existing contract as a change order to the City's public access construction contract.

Not
 appropriate
 for ambulance,
 but can be
 located in
 findings

Agreed

TASK	COMPLETION DATE
Submittal of Request to Amend 11-98	04/01/02
Design	04/01/02
Construction Documents	05/01/02
Construction Change Order Negotiations	05/21/02
Survey Work for Guarantee document	07/21/02
Construction work	07/21/02
Clean-up	07/31/02
Recordation	09/01/02

I received a voice mail from Thomas Franklin of Caltrans Encroachment Division suggesting the permitting time would be a minimum of six (6) weeks. From the preliminary description of the project, he believes the signal at the intersection of Hwy 380 and North Access Road will not need more than the minimal permitting time. Whereas, the permitting required for the intersection at South Airport Boulevard and North Access Road will take longer given the complications of the SFO Project.

I look forward to your response on this letter.

Sincerely,



Barbara Hawkins
SSF City Engineer



Robert Simms
REST Investments

Cc: John Gibbs, City of South San Francisco
Nixon Lam, SFO
Michelle DeRobertis, Wilbur Smith Associates

Attachments:

- ✓ December 19, 2001 Letter from Wilbur Smith Associates to Mr. Robert Simms
- ✓ Drawing No. 1 (Truck Turning Radius from Hwy 380 on to North Access Road)
- ✓ North Access Road Bicycle/Pedestrian Improvement Drawings
- ✓ March 5, 2002 Letter from SFO to Mr. Robert Simms
- ✓ March 21, 2002 Letter from Wilbur Smith Associates to Mr. Robert Simms
- February 2, 2001 Letter from Equilon requesting ground cover over easement
- Initial Study/REST Parking Garage, February 1997 page 2
- Permit No 11-98 page 2
- ✓ Permit No 11-98 Exhibit C



Wilbur Smith Associates

1145 Market Street
Tenth Floor
San Francisco, CA 94103-1545
(415) 436-9030
(415) 436-9337 fax
www.wilbursmith.com

December 19, 2001

Robert Sims
REST Investments
236 Harbor Way
South San Francisco CA 94083

Dear Mr. Sims:

As requested, I have evaluated BCDC's request that sidewalks be provided on both sides of North Access Road between South Airport Boulevard and the I-380 ramps. This analysis focuses on the eastern segment of North Access Road at the eastern bridge over the San Bruno Channel because this is where the most severe constraint is.

BACKGROUND

In preparation for this analysis, I have read the Interoffice Memorandum from Barbara Hawkins to Ken Metcalf regarding the Public Access Improvements on North Access Road. This memo concludes that eastbound semi-trucks exiting the freeway and turning left onto North Access Road and across the bridge would cross over the bike lane creating an unsafe condition. This was illustrated on a drawing that indicated five foot bike lanes and three foot sidewalks on both sides of North Access Road.

The memo suggests two alternatives to satisfying the BCDC requirement for pedestrian and bicycle access along North Access Road to the Finger Park:

1. Providing pedestrian and bicycle access on only the north side of North Access Road
2. Providing a sidewalk on the south side of North Access Road but have pedestrians cross North Access Road midblock in front of the parking garage eliminating the need for a sidewalk on the bridge.

Wilbur Smith Associates first evaluated options for sidewalks and bike lanes on both sides of the bridge in order to verify the City's findings and to document exactly what the implications would be regarding 1) bike lane and sidewalk widths and 2) impacts of truck turning movements on the adjacent sidewalks and bike lanes. WSA then evaluated the potential for placing the pedestrian crossing to the west opposite the garage entrance, at a midblock location.

Albany NY, Anaheim CA, Atlanta GA, Baltimore MD, Bangkok Thailand, Burlington VT, Charleston SC, Charleston WV, Chicago IL, Cincinnati OH, Cleveland OH, Columbia SC, Columbus OH, Dallas TX, Dubai UAE, Falls Church VA, Greenville SC, Hong Kong, Houston TX, Iselin NJ, Kansas City MO, Knoxville TN, Lansing MI, Lexington KY, London UK, Milwaukee WI, Mumbai India, Myrtle Beach SC, New Haven CT, Orlando FL, Philadelphia PA, Pittsburgh PA, Portland ME, Poughkeepsie NY, Raleigh NC, Richmond VA, Salt Lake City UT, San Francisco CA, Tallahassee FL, Tampa FL, Tempe AZ, Trenton NJ, Washington DC

SIDEWALKS AND BIKE LANES ON BOTH SIDES OF NORTH ACCESS ROAD

In general, sidewalks are recommended on both sides of a road to provide maximum access and mobility for pedestrians to the fronting land uses. In this case, since the San Bruno Channel parallels North Access Road, only the north side of North Access Road has building frontage that needs access. Therefore from a transportation perspective, a sidewalk is only needed on the north side of the road. Given the location of this roadway in the adjacent street network, which terminates at a tee intersection at both ends, pedestrians would not be subject to a gap in a continuous network as would be the case if this were a longer roadway.

Since this roadway will be a spur of the Bay Trail, this roadway will however, be used as a connector between South Airport Boulevard and the Finger Park.

Looking at the big picture of a pedestrian travelling through the study area with no desire for access at midway points, a sidewalk on the south side would make sense for two reasons: 1) walking next to the San Bruno Channel would be more pleasant than next to industrial buildings and 2) there are no driveways to cross and therefore no potential conflicts between driveway traffic and pedestrians as there would be on the north side. However, the major obstacle to providing sidewalks on the south side is at the existing San Bruno Channel bridge. This bridge is only 64 feet curb-to-curb which creates a challenge in providing both sidewalks and bike lanes. This is analyzed below.

Design Considerations

Providing two sidewalks and two bike lanes within 64 feet will entail tradeoffs between the optimum design widths for each facility. The major design decision is to how to allocate the width of the bridge between the four travel lanes, two sidewalks and two bike lanes. This is compounded by the location of the bridge just after a tight horizontal curve of 100 foot radius. While a 100 foot curve has a design speed of less than 20 mph which is beneficial to adjacent pedestrians and bicyclists, the curve results in the possibility of trucks encroaching onto adjacent lanes and shoulders. This increases the importance of wider travel lanes and bike lanes. The design factors that need to be addressed are as follows:

Travel lane widths: 12 foot lanes are considered the standard lane width for freeway lanes and arterials. While some communities provide narrower lane widths on some arterials and collectors, 12 foot lanes are appropriate for roadways with heavy vehicle traffic (trucks and buses) since trucks are much wider than passenger cars. North Access Road clearly has significant truck traffic volumes. In addition, North Access Road is a designated truck route, and is the only access point to a number of sites, so trucks must be accommodated at this intersection. The turning templates confirmed that, in order to make the turns both into and out of North Access Road, 12 foot lane widths are needed to prevent trucks from encroaching onto adjacent lanes. This is described further on page 4 of this letter under "reducing lane widths".

Number of travel lanes: The bridge is currently striped with two outbound lanes and two inbound lanes. Even though two travel lanes are not needed in the inbound direction for capacity purposes, the width is needed for trucks to make the turn so they do not encroach onto the adjacent lanes or bike lanes

or sidewalks. Therefore, two lanes inbound (or the width equivalent) is needed. Therefore four travel lanes are required at this intersection.

Bike lane widths: While the minimum bike lane width is five feet, greater width is recommended next to heavy vehicles. In general, eight feet bike lanes (or shoulders) are recommended next to lanes carrying significant truck traffic in order to mitigate the severe noise and lateral force impacts that trucks create on bicycle traffic. Even though truck speeds are constrained to less than 20 mph at this location, given the truck encroachment described below, eight foot bike lanes are recommended. (Six feet should be considered the minimum bike lane width on the bridge).

Sidewalk widths: To meet ADA, sidewalks must be a minimum of 36 inches wide (three feet, 0.9 m). However ADA guidelines recommended that all sidewalks be 60 inches wide (five feet or 1.5 m) to comfortably accommodate two pedestrians side by side. Since this section will be a link of a major a recreational trail, it would be preferable to design more than the minimum-width facility, especially since it should be assumed that pedestrians would be travelling in groups of two or more. However, providing more than minimum-width sidewalks would mean providing less than optimum-width bike lanes. Depending on how the bridge width is allocated to the other users, only one minimum-width sidewalk may be possible. If six feet can be allocated, it needs to be determined what best meets the goals of the Bay Trail project: one generous-width sidewalk or two minimum-width sidewalks.

Findings and Analysis

As shown in Table 1 below, it is impossible to provide the optimum width for each mode across the San Bruno Channel Bridge. To provide four 12 foot travel lanes, two 8-foot bike lanes and two five-foot sidewalks, the bridge would need to be 74 feet wide. Even providing the minimum sidewalk width of 3 feet and two minimum bike lanes of 6 feet would require 66 feet, (70 feet with 8 foot bike lanes) which is greater than the 64 feet available. Providing the recommended five foot sidewalk on only one side would require 69 feet, still exceeding the width available.

Design Options	Total Width	Side-walk	Bike Lane	Travel Lane	Travel Lane	Travel Lane	Travel Lane	Bike Lane	Side-walk
Optimum Widths	74	5	8	12	12	12	12	8	5
Two 3 ft sidewalks	70	3	8	12	12	12	12	8	3
One 5 ft. sidewalk	69	5	8	12	12	12	12	8	0

Note: All options exceed the existing width of the bridge - 64 feet.

The impacts of reducing the width of either travel lanes or bike lanes is described below.

Reducing travel lane widths- If this roadway were a typical arterial with 64 feet, a typical striping pattern to allocate the 64 feet of width would be to have two four-foot sidewalks, two six-foot bike lanes and eleven foot travel lanes. Therefore the intersection of North Access Road and the I-380 ramps was evaluated with this geometry on North Access Road. Truck turning templates were used to assess whether eleven-foot travel lanes would adversely impact turning trucks' encroachment onto the bike lanes, adjacent travel lane and sidewalks. Using the California semi-trailer 15m radius template, it appears that three of the truck turning movements would indeed encroach. The eastbound-to-northbound left-turn movement and, even more severe, the westbound-to-northbound right-turn movement would encroach onto the northbound bike lane on the east side of the road. See Location 1 on Figure 1. Even more severe encroachment is caused by the southbound-to-westbound right-turn movement onto the sidewalk and bike lane at the northwest corner of the intersection. See Location 2 on Figure 1. Most alarming of this encroachment is that this is the very corner where pedestrians and bicyclists would have to queue to wait for the traffic signal in order to access the multiuse path on the other side.

Reducing bike lane widths- As stated previously, 8-foot bike lanes are recommended next to the travel lanes, especially since there is slight encroachment of the trucks even with 12 foot lanes. The extra width of the bike lane is need for the bicyclist to travel three feet into the bike lane so that there is separation between the truck on the left and the curb and bridge rail on the right. Thus a typical bicyclist would position him/herself two feet from the curb occupy the middle three feet and have three feet separation between passing trucks. This would not be possible with two sidewalks.

The list below summarizes the options for allocating the 64 foot bridge width. This is also summarized in Table 2.

Option 1: 11-ft travel lanes; 6-ft bike lanes and 4-ft sidewalks on both sides

- Narrow travel lanes-significant truck encroachment into bike lanes

Option 2: 12-ft travel lanes; 5-ft sidewalks both sides and 3-ft bike lane/shoulders

- Substandard bike lane widths, could not be called bike lanes, could be considered three foot shoulder,
- Does not meet Bay Trail condition for providing bike lanes.
- Bicyclists would be within the path of truck wheels.

Option 3: Two 3 ft sidewalks and two 5 ft bike lanes and 12 ft travel lanes

- Minimal width sidewalks – not user friendly; permitted but not recommended by ADA guidelines.
- Narrow 5-foot bike lanes result in bicyclists within the path of truck wheels.

Option 4: One 3 ft sidewalk and two 6.5 ft bike lanes and 12 ft travel lanes

- Minimal width sidewalk – not user friendly, but location is a choke point and 3 feet width is permitted by ADA guidelines.
- Widest bike lanes possible while providing a dedicated pedestrian sidewalk on bridge.

Table 2 Options for Allocating Existing Bridge Width									
Design Options	Total width	Side-walk	Bike lane	Travel lane	Travel lane	Travel lane	Travel lane	Bike lane	Side-walk
Existing	64	0	8 <small>shoulder</small>	12	12	12	12	8 <small>shoulder</small>	0
11 ft travel lanes; bike lanes and 4 ft sidewalks on both sides	Analysis: Narrow travel lanes-truck encroachment into bike lanes								
	64	4	6	11	11	11	11	6	4
5 ft sidewalks on both sides	Analysis: Substandard bike lane widths, Could not be called bike lanes, could be considered three foot shoulder, Does not meet Bay Trail condition for providing bike lanes. Bicyclists would be within the path of truck wheels.								
	64	5	3	12	12	12	12	3	5
Two 3 ft sidewalks and two 5 ft bike lanes	Analysis: Minimal width sidewalks – not user friendly, permitted but not recommended by ADA guidelines. Narrow 5 foot bike lanes result in bicyclists within the path of truck wheels.								
	64	3	5	12	12	12	12	5	3
One 3 ft sidewalk and two 6.5 ft bike lanes	Analysis: Minimal width sidewalk – not user friendly, but location is a choke point and 3 feet width is permitted by ADA guidelines. Widest bike lanes possible while providing a dedicated pedestrian sidewalk on bridge.								
	64	0	6.5	12	12	12	12	6.5	3

MIDBLOCK CROSSING

Design Considerations

An alternative to providing sidewalks across the Channel Bridge is to have the Bay Trail cross to the north side of North Access Road prior to the bridge midblock in the vicinity of the parking garage entrance. In order to assess the safety of this movement, the average daily traffic (ADT) on this section of North Access Road was obtained. Sight distance and speeds were also observed, along with general field conditions

In general, a four-lane undivided roadway such as North Access Road has the worst safety record in terms of pedestrian crossings. One of the reasons is that the pedestrian must cross four lanes of traffic with no place of refuge. A divided highway with a raised median has a place where pedestrians can wait and cross the road in two stages, however North Access Road does not. In addition a common pedestrian collision-type on a multi-lane road is the "double threat", where a car in the first lane stops for the pedestrian but the car proceeding parallel in the adjacent lane does not stop. According to one national studyⁱ, this type of collision accounts for a significant percent of all pedestrian collisions. According to another studyⁱⁱ, marked crosswalks should only be provided on four-lane undivided cross sections with less than 12,000 ADT and under 30 mph.

Analysis and Findings

The average daily traffic volume (ADT) on North Access Road was provided by the City of South San Francisco. This count was conducted between December 3 and December 6th 2001. The ADT was 9500 vehicles per day. This count is contained in Appendix A. During the afternoon peak hour, there were approximately 725 vehicles.

Gap analysis: One measure of the ability of pedestrians to safely cross at a midblock crosswalk is the presence of adequate gaps in the traffic street. There should be enough gaps in traffic that pedestrians do not have to depend on the vehicular traffic to stop. This is especially important on North Access Road due to the high volume of trucks. In general, the City of South San Francisco does not like to provide midblock crosswalks and even more so on arterials with a high percentage of trucks. Trucks have extremely long stopping distances compared to passenger cars. Pedestrians who are accustomed to looking for gaps in regular traffic could easily misjudge the ability of a truck to stop for them.

Appendix B contains the results of the gap analysis for this road. To cross the road safely, a gap in traffic of 21 seconds is required to cross the 64 foot wide street. Given the ADT of 9500 and the peak hour traffic of 725 vph, the probability of pedestrians encountering an adequate gap right away is 1.5 percent. The proportion of the peak hour that contains adequate gaps is 8 percent.

Other considerations: Other considerations also affect a decision to place a midblock crossing including sight distance, roadway design such as divided or undivided roadway, and need for the crossing at that particular location. Some midblock crosswalks are used by pedestrians regardless of whether the crosswalk is marked or unmarked because of the adjacent land uses. For example if a convenience mart is opposite a school or bus stop, pedestrians do not want to have to backtrack in order to use a controlled intersection that is located a block or more away. In this case, however, there is no

overriding reason to place a midblock crossing, opposite the garage. The Bay Trail users will follow the signs to the Finger Park wherever the crossing is placed. When this is the case, it is better to have pedestrians cross at a controlled location. The eastern end at South Airport Blvd and North Access Road is a better location for a pedestrian crossing.

CONCLUSIONS AND RECOMMENDATIONS

A sidewalk on the south side of North Access Road is problematic because of the constraints associated with crossing to the north side to join the multi use path that goes to Finger Park.

1. The optimum widths for sidewalks, bike lanes and travel lanes cannot fit on the existing 64 foot wide San Bruno channel bridge.
2. The heavy truck volume combined with the turning movements and horizontal curve compound the width constraints on the San Bruno channel bridge.
3. Providing optimum pedestrian access on the San Bruno channel bridge is detrimental to bicycle safety.
4. A midblock crossing of North Access Road is not recommended due to the heavy volume of traffic, high percentage of trucks and the multi lane street cross-section.
5. The safest solution is for Bay Trail pedestrians to cross to the north side of North Access Road at the intersection of South Airport Boulevard and North Access Road, and continue along the north side. No other roadway crossings would be needed all the way into Finger Park.

Very truly yours,

WILBUR SMITH ASSOCIATES



Michelle DeRobertis P.E.
Principal Transportation Engineer

MMD/mmd
365000

ⁱ FHWA *Pedestrian Crash Types: A 1990's Information Guide*, June 1996

ⁱⁱ FHWA *Safety, Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations*

Appendix A

AVERAGE DAILY TRAFFIC VOLUME

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

50 CALIFORNIA STREET, SUITE 2600
SAN FRANCISCO, CALIFORNIA 94111
PHONE: (415) 352-3600
www.bcdd.ca.gov

April 26, 2002

Public Works Department
City of South San Francisco
P. O. Box 711
400 Grand Avenue
South San Francisco, California 94083

AND

Robert Simms
Trux Airline Cargo Services/REST Investments
237 Harbor Way
South San Francisco, California 94083

SUBJECT: North Access Road Public Access Installation
(BCDC Application No. 11-98.02 and ER00-97)

Ladies and Gentlemen:

Thank you for your application, dated March 27, 2002 and received in this office on April 2, 2002, to amend BCDC Permit No.11-98, which authorizes REST Investment's parking structure and public access improvements located on North Access Road, and the "finger piers" in the City of South San Francisco, San Mateo County. Our review of the application has determined that the application is incomplete pending the submittal of the following items:

1. **Public Access Plans.** Please provide one full sized set and one reduced set of plans depicting an alternate North Access Road Bicycle/Pedestrian Trail design that is consistent with the permit and resolves traffic safety issues at this site. These plans must include, at a minimum, property lines, existing and proposed structures or improvements including elevations and sections, the Bay shoreline (5 feet above Mean Sea Level), the corresponding 100-foot shoreline band line, the top of bank, scale, north arrow, and the date and the name of the person who prepared the plans. The reduced plans will be used as exhibits in the amended permit, so they must be clean and legible.
2. **Planting Plans.** Please provide a planting plan for landscaping the south and east side of the parking structure that depicts the location of the Equilon fuel line, has been reviewed by San Francisco International Airport, and meets the guidelines set out by BCDC staff.

Dedicated to making San Francisco Bay better.

Exhibit #19

City of South San Francisco
and Robert Simms
April 26, 2002
Page 2

3. **Environmental Review.** If your design alternative for the Bicycle/
Pedestrian Trail may potentially impact resources, please provide a
supplement to the environmental document.

We appreciate your efforts to expedite this enforcement matter by your re-submittal of the amendment request, which was first submitted on October 15, 2001. We look forward to receiving your design proposal that is consistent with the permit, which will enable us to issue an amended permit so that you may complete the installation of the approved public access by no later than July 31, 2002, as requested.

Sincerely,



ANDE BENNETT
Coastal Program Analyst

Enc.

AB/mm



OFFICE OF
THE CITY ENGINEER
(650) 829-6652
FAX: (650) 829-6689

RECEIVED
JUL 16 2002

SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

July 12, 2002

Ms. Ande Bennett
San Francisco Bay Conservation and development Commission
50 California Street, Suite 2600
San Francisco, CA 94111

RE: North Access Road, Permit 11-98, enforcement File #ER-0097

Dear Ms. Bennett:

Throughout the last year at least seven public access design options for improvements along North Access Road have been presented to BCDC for approval. On June 17, 2002 Bay Conservation and Development Commission, BCDC, staff and the City of South San Francisco, SSF, staff met again to evaluate one more improvement option that would meet BCDC Permit 11-98 requirements. It has been suggested by BCDC staff that a cease and desist order could potentially be issued if the improvements are not completed in the near future, but SSF has never received a written response to letters sent to BCDC on March 27, 2002 and June 14, 2002 so SSF does not know which design to construct. The City of South San Francisco would like to propose a meeting that would include BCDC's Executive Director and a SSF City Council Member, SSF's City Manager and Bob Simms as well as staff from both agencies to find a resolution to the problem.

It seemed as though a design recommendation that would be acceptable by both BCDC and SSF was identified in the June 17 site visit. In a letter dated June 18, 2002 Mr. Brad McCrea from BCDC identified the design goals that were discussed during the site visit. Subsequent to that discussion, Dennis Chuck from SSF evaluated the feasibility of constructing those improvements. The cost of the improvements is estimated at \$450,000, which is higher than anticipated. The increase in cost was a consequence of reshaping the road to accommodate the wider sidewalk requested by BCDC and the resulting change in drainage. Because of the significant increase in cost, SSF staff believes the site visit option discussed with BCDC is not feasible.

One benefit from the June 17, 2002 site visit was that SSF now has a better understanding of the expectations from BCDC. The City would like to recommend adding landscaping to the City's design proposal presented in the March 27, 2002 letter to BCDC. The addition of landscaping to both sides of the roadway would create a more pedestrian friendly environment and provide a better transition along North Access Road between the new improvements being constructed along South Airport Boulevard and the "finger" park.

Exhibit #20

Staff from BCDC and SSF would like to find a solution that is acceptable to both agencies. The City sent letters to BCDC on March 27, 2002 and June 3, 2002 requesting an amendment to BCDC Permit No 11-98 to extend the construction completion date. The City has not received a response to either of those letters. A decision on the preferred mitigation design along North Access Road is needed to receive a Permit amendment because the completion date varies for the different design options. So the City is requesting BCDC decide upon the design they would approve. If BCDC does not agree with the City's proposal to modify the March 27, 2002 design with the addition of landscaping on both sides of the roadway, SSF would like a letter from BCDC identifying the proposal BCDC would like to see constructed.

In a June 14, 2002 letter from SSF to BCDC the seven design options that have been evaluated to date were addressed. The design proposal from the latest site visit could be considered option 8 and the landscaping modification to the option proposed in the March 27, 2002 letter could be considered modified option 3. Please identify the option that BCDC proposes SSF construct to meet Permit No 11-98 conditions by description as well as by number. Once SSF staff receives BCDC's written recommendation, the recommendation will be presented to SSF City Council for their direction.

The City of South San Francisco would prefer a meeting to resolve this issue quickly, but if a meeting is not possible, as soon as SSF receives BCDC's letter with the preferred design option it will be placed on the City Council agenda for their review. If you have any questions and would like to contact me, I can be reached at 650-829-6664.

Sincerely,



Barbara Hawkins
City Engineer

Cc: Joe Fernekes, SSF City Council
Mike Wilson, SSF City Manager
Kim Johnson, SSF Assistant City Attorney
John Gibbs, SSF Public Works Director
Bob Simms, REST Investments

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

50 CALIFORNIA STREET, SUITE 2600
SAN FRANCISCO, CALIFORNIA 94111
PHONE: (415) 352-3600
www.bcdc.ca.gov

July 23, 2002

Barbara Hawkins, City Engineer
Public Works Department
City of South San Francisco
PO Box 711
South San Francisco, California 94083

SUBJECT: Resolution of North Access Road Bicycle/Pedestrian Trail Plan
(BCDC Application No. 11-98 and ER00-97)

Dear Ms. Hawkins:

I am writing in response to your letter of July 12, 2002 that was received in our office on July 16, 2002, in which you state that the City believes the North Access Road Bicycle/Pedestrian Trail alternative discussed at our June 17, 2002 site visit is not feasible because of cost. In your letter you also request a meeting to consider variations on one of the other design alternatives. Please note that we continue to prefer the alternative discussed at the June 17th meeting (now called Option Eight), and that the components of that design concept are described in Brad McCrea's letter to you, dated June 18, 2002.

We will gladly meet with you and other City staff to discuss a final resolution of this matter, but since the City's only objection to Option Eight is the cost, please provide a cost break-out prior to the meeting date, which compares the approved design in Special Condition II-B-4-c and 4-d of your permit with the costs for Option Eight. Please include the costs of pedestrian-crossings, retaining walls, and all significant elements associated with each Trail alternative for linking the public access at South Airport Boulevard to the Finger Park entrance. For your convenience, I have enclosed the original exhibits from Attachment D in the City's permit application to BCDC that were later incorporated in the permit as Exhibit C, and which you asked for several months ago.

Summer vacation schedules will limit availability of our staff and probably City staff, but we are eager to settle this matter. August 29th to the morning of August 31st is the earliest window for which we are available and after that we cannot meet until the week of August 12th. Please advise us of your availability. We look forward to receiving the cost analysis and anticipate that in the near future we will be able to reach an agreement by which the interests of the public are well served.

Barbara Hawkins, City Engineer
City of South San Francisco
July 24, 2002
Page 2

I also want to memorialize, by this letter, our telephone conversation of July 22, 2002, in which you acknowledged that you received my fax with a copy of my April 26, 2002 letter that responded to the City's March 27, 2002 amendment request, and that since that time you also located the original in the City offices. If you have further questions please contact me at (415) 352-3626.

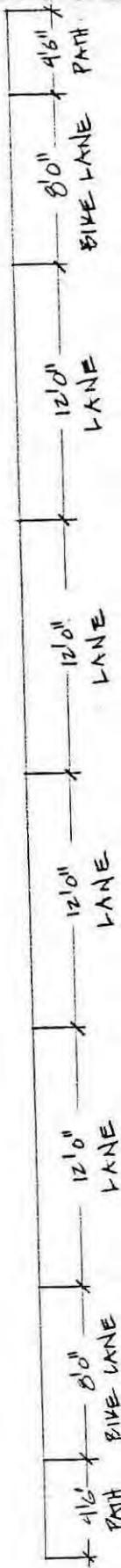
Sincerely,

A handwritten signature in black ink, appearing to read 'ANDE BENNETT', with a stylized flourish at the end.

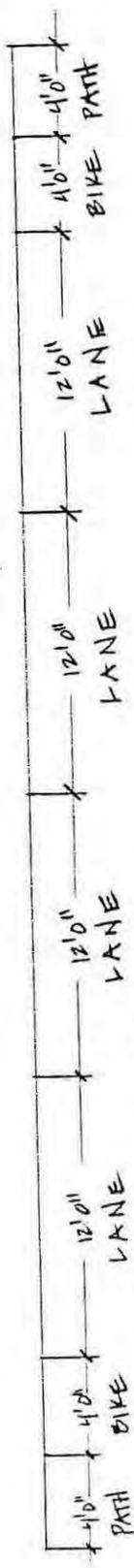
ANDE BENNETT
Coastal Program Analyst

Enc.
AB/mm

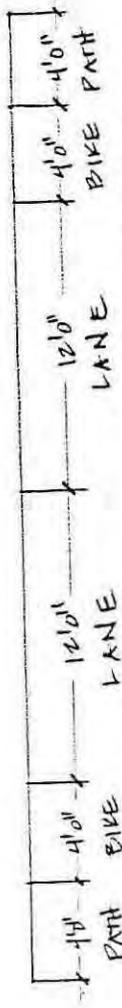
cc: John Gibbs, Director of Public Works: City of South San Francisco
Robert Simms: Trux Airline Cargo Services/REST Investments



NORTH ACCESS ROAD NORTH OF SAN BRUNO CHANNEL



SAN BRUNO CHANNEL BRIDGE EAST

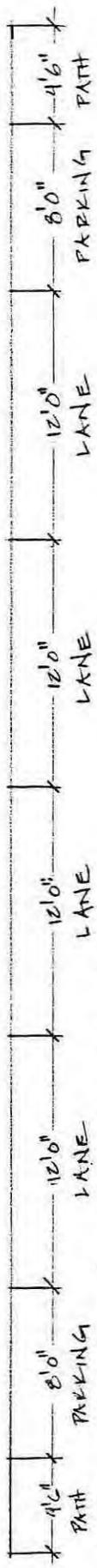


NORTH ACCESS ROAD SOUTH OF SAN BRUNO CHANNEL

(1/8" = 1'-0")

NORTH ACCESS ROAD PROPOSED IMPROVEMENTS
(SUBJECT TO FIELD VERIFICATION)

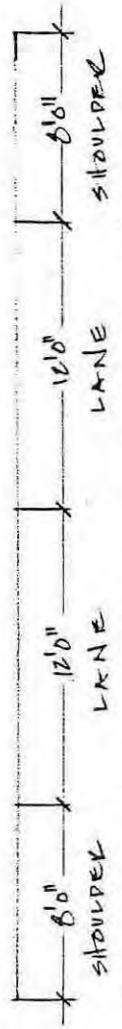
Aug 3 1998



NORTH ACCESS ROAD NORTH OF SAN BRUNO CHANNEL



SAN BRUNO CHANNEL BRIDGE EAST



NORTH ACCESS ROAD SOUTH OF SAN BRUNO CHANNEL

NORTH ACCESS ROAD, EXISTING P.O.K. (1/8" = 1'0")
 (SUBJECT TO FIELD VERIFICATION)

Aug 3, 1998

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

50 CALIFORNIA STREET, SUITE 2600
SAN FRANCISCO, CALIFORNIA 94111
PHONE: (415) 352-3600
<http://www.bcdc.ca.gov>

August 29, 2002

Robert E. Simms
REST Investments
237 Harbor Way
P. O. Box 2505
South San Francisco, California 94083

SUBJECT: Review of Public Access and Open Space Agreements
(BCDC Permit No. 11-98; Enforcement File No. ER 00-97)

Dear Mr. Simms:

Thank you for your submittal of the public access and open space agreements with revised exhibits. I received them on July 31, 2002. There are a few editorial changes that should be made to the text of the agreements, as described below. I also have provided comments on the exhibits, as follows.

Text of the Open Space Agreement

On the cover page, please complete item 2: "and amended through Amendment No. One dated July 6, 2001. Please also make sure that all the Assessor's Parcel Numbers affected by the agreement are listed.

In the text of the agreement, please refer to Trux and the City as "permittees" rather than as "permittee."

In the second paragraph, please refer to the two attached exhibits in the plural: "described in Exhibit A and Exhibit B, which **are** attached...."

You should include a reference in the second paragraph to another exhibit that describes the property owned by the City and that is subject to the terms of the BCDC permit. This new exhibit would be Exhibit C. The language could be: "Whereas, the permittees own and lease certain real property...and is more particularly described in Exhibit A, Exhibit B and Exhibit C, which are attached and incorporated by reference...."

On page 3, the first full paragraph should refer to the permit as Exhibit **D**, rather than Exhibit B.

On page 3, the second full paragraph should refer to the open space exhibit as Exhibit **E** rather than Exhibit C. This same correction should be made on page 4 in the top paragraph. You should review the text to ensure that all the references to the exhibits are correct.

After each signature, space should be included for the notary for the City Manager. Also, please include a signature line and place for the notary for Will Travis, BCDC Executive Director.

Text of the Public Access Agreement

On the cover page, please complete item 2: "and amended through Amendment No. One dated July 6, 2001. Please also make sure that all the Assessor's Parcel Numbers affected by the agreement are listed.

The City, as co-permittee, should be a party to the public access agreement. The first paragraph from the open space agreement could be copied into the public access document. They should be identical.

In the second paragraph, you should include both the property you own and the property you lease and refer to Exhibits A and B. These will be the same for both the public access and open space agreements.

You should include a reference in the second paragraph to another exhibit that describes the property owned by the City and that is subject to the terms of the BCDC permit. This new exhibit would be Exhibit C. The language could be: "Whereas, the permittees own and lease certain real property...and is more particularly described in Exhibit A, Exhibit B and Exhibit C, which are attached and incorporated by reference..."

The last paragraph on page 3 should refer to the permit as Exhibit **D**, rather than Exhibit B.

On page 3, the first paragraph should refer to the public access exhibit as Exhibit **E** rather than Exhibit C. This same reference should be made in the second paragraph. You should review the text to ensure that all the references to the exhibits are correct.

After each signature, a space for the notary should be provided. Also, please include a signature line and place for the notary for Will Travis, BCDC Executive Director.

Exhibits

The purpose of the exhibits is to depict in a clear fashion the location of the property owned or leased by the permittees, and the location of property being reserved for public access or open space. You have submitted several exhibits but not all of them are relevant to these agreements and some are extraneous and confusing. To help with your process, I have tried to sort through the documents and set aside the extraneous ones.

Legal Description. Generally, each exhibit should include a legal (metes and bounds) description of the property being described. A surveyor's signature should appear on the legal description.

Plats. Attached to the legal description should be a plat that depicts the metes and bounds, property boundaries, nearest public street, edge of the Commission's Bay jurisdiction, and other important features.

In general, the plats you have provided are clear and include most the necessary features. However, please make sure that each plat identifies the true point of beginning of the metes and bounds description, depicts North Access Road, and identifies the BCDC shoreline and San Francisco Bay. The exhibits that show the land you own or lease, and that the City owns, should also identify San Bruno Channel.

The legal description and plat should be part of the same exhibit and should be titled and pages numbered accordingly.

Submitted Documents. You have submitted the following Items:

1. Transmittal memo from Triad/Holmes Associates.
2. A plat labeled Exhibit A, Parcel 1 - REST parking facility – fee parcel page 1 of 2;
3. A plat labeled Exhibit A, Parcel 2 - REST parking facility – leasehold parcel page 2 of 2;
4. A legal description labeled "Exhibit A – parcel 2 (leasehold parcel)" (two pages);

5. The City's approval of "Lot line adjustment No. 13" for parcels A and B. The approval includes the following pages:

Page 1	Cover Page
Page 2	Deed description of property to be transferred from Parcel A to Parcel B and from Parcel B to Parcel A;
Pages 3, 3a	Property description of Parcel A upon the recordation of the lot line adjustment;
Pages 4, 4a	Property description of Parcel B upon the recordation of the lot line adjustment;
(No page #)	"Lot line adjustment plat" for parcels A and B;
(No page #)	Conveyance plat - Parcel A to B;
(No page #)	Conveyance plat - Parcel B to A;
Page 6	Owners certificate
Page 7	Owner Acknowledgment
Page 8	Trustee/beneficiary acknowledgment (not signed)
Page 9	Certificates/statements of the surveyor, city reviewer, and city engineer
Page 9a	Certificates of Chief Planner and Chief Building Inspector
6. A plat labeled "Exhibit C, Parcel 1 Open Space, pages 1 through 3" (but only 1 page attached);
7. A legal description for "Open Space Parcel 1, pages 1 and 2;"
8. A plat labeled "Exhibit C, Parcel 2 Open Space, page 2 of 3" (but only 1 page attached) ;
9. A legal description for Open Space Parcel 2, pages 1 through 3;
10. A plat labeled "Exhibit C Public Access Park – REST Parking Facility page 3 of 3;" and
11. A legal description labeled "Legal Description for Park Area."

I am uncertain whether each of these documents is pertinent to the two agreements. Further, the paging of some of your documents is confusing and I have suggested some changes for clarification.

In the following paragraphs, I will summarize the necessary exhibits to the agreement, and describe the exhibits' contents. I will then try to associate your submitted documents (by Item #, above) to the required exhibits. I will provide comments on each to indicate any necessary changes.

Exhibits A and B should be a legal (metes and bounds) description of the property you own and lease, respectively. A surveyor's signature should appear on the legal description. Attached to the legal description should be a plat that depicts the metes and bounds, property boundaries, the nearest public street, edge of the Commission's Bay jurisdiction, San Bruno Channel, and other important features listed in the discussion of the plats, above.

Your Item #5, pages 3 and 3a, with modifications, may serve as the legal description for the property you own. Item #2, the plat, does not appear to be correct because it does not appear to reflect the lot line adjustment. Further, the legal description does not match the metes and bounds depicted on the plat. For instance, the length of the north property line is stated to be 925 feet while the plat depicts three lengths that total 905 feet. Both the legal description and plat should include the changes made by the lot line adjustment.

Item #4 is a legal description for your leasehold parcel. The metes and bounds are depicted on Item #3, a plat for your leasehold. These documents match each other and will, with modifications, be acceptable. First, the legal description and plat should be part of the same exhibit and so please label and number the pages accordingly. Also, please have the surveyor who prepared the legal description sign it. Finally, make sure that the features required for plats are included.

It appears that you wish to combine into one exhibit both the fee parcel and your leasehold parcel. To avoid confusion, I recommend that you separate them into Exhibit A and Exhibit B. If you chose to include both parcels in one exhibit, then please label and number the exhibit appropriately, and refer to the exhibit in the agreement in a clear manner. Also, the subsequent exhibits will have to be re-lettered if you use only Exhibit A rather than A and B.

Exhibit C should be a legal description and plat of the property owned or controlled by the City (excluding your leasehold). For instance, this would include the property on North Access Road where public access is required. Any other property owned or controlled by the City that is affected by the BCDC permit should be included. You have not submitted any description for this property.

Exhibit D should be an executed copy of your permit.

Exhibits A, B, C and D should be attached to both the open space instrument and the public access instrument.

Special Exhibit to the Public Access Agreement

Exhibit E includes a legal description (Item #11) and plat (Item #10) of the property being reserved for public access. Please include in the plat the features discussed above and label and number the two pages of this exhibit.

Special Exhibits to the Open Space Agreement

Exhibit E, pages 1 through 3, includes the legal description (Item #7), and the plat (Item #6) for parcel 1, the fee parcel, describing the area being reserved for open space.

Exhibit F, pages 1 through 4, includes the legal description (Item # 9) and plat (Item # 8) for parcel 2, the leasehold, describing the area being reserved for open space.

Please include in the plats the features discussed above and label and number the pages of the two exhibits.

Additional Documents

You have submitted additional documents that I do not believe should be included in the legal agreements. Let me know if you wish to discuss this conclusion. The additional documents include the transmittal memo from Triad/Holmes Associates and several pages from Item # 4 as follows:

Page 1	Cover Page;
Page 2	Deed description of property to be transferred from Parcel A to Parcel B and from Parcel B to Parcel A;
(No page #)	Conveyance plat - Parcel A to B;
(No page #)	Conveyance plat - Parcel B to A;
Page 6	Owners certificate;
Page 7	Owner Acknowledgment;
Page 8	Trustee/beneficiary acknowledgment (not signed);
Page 9	Certificates/statements of the surveyor, city reviewer, and city engineer; and
Page 9a	Certificates of Chief Planner and Chief Building Inspector.

Robert E. Simms
August 29, 2002
Page 5

Reservation of Area along North Access Road

Special Condition II-B-2 (see page 4 of the permit) requires that the public access agreement include portions of the North Access Road Spur Trail which runs from South Airport Boulevard to the south end of the North Access Road bridge over San Bruno Channel. The permit allows a change to this access but would then require a reservation of a second connection to the public access park. Neither of these areas has been included in the agreements you submitted. I am not able to approve the legal agreements until this aspect of the public access area is included.

I am returning the documents to you for your use. I have assembled the exhibits as I have described them above, and I have separated them from the additional documents. Once you have made the changes and to these documents, please re-submit them for my review. Feel free to call if you have any questions.

Sincerely,



ELLEN M. SAMPSON
Staff Counsel
(415) 352-3610

Enclosures

EMS/mm



March 3, 2003

Ms. Ellen M. Sampson
Staff Counsel
San Francisco Bay Conservation and
Development Commission
50 California Street, Suite 2600
San Francisco, CA 94111

RECEIVED
AUG 27 2015

SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

RE: Review of Public Access and Open Space Agreements

Dear Ms. Sampson:

You stated in your letter of August 22, 2002 that you could not approve our legal agreements until we included that portion of the North Access Road spur trail which runs from South Airport Boulevard to the south end of the North Access Road bridge over San Bruno Channel. This area is owned by the city of South San Francisco, and the city has not determined a legal description of the area. They are currently working with BCDC to define the area of the trail from South Airport Boulevard to the finger park. I was hoping to include this area's legal description in our agreements before I returned them to you. However, I believe a description is still pending with the city of South San Francisco.

Recently I received a letter from Ande Bennett inquiring about the Public Access and Open Space Agreements. In response to that letter I have enclosed the following documents:

1. Agreement Imposing Public Access Restrictions and the Use of Real Property.
2. Agreement Imposing Open Space Restrictions on the the Use of Real Property.

Ms. Ellen M. Sampson
BCDC

Page 2
March 3, 2003

These agreements do not include exhibit C (legal description of South San Francisco property). However, we have made the corrections suggested in your letter of August 27, 2002. Once I receive the legal description of the South San Francisco property I will resubmit the agreements for your approval.

Very truly yours,

Robert E. Simms

Enclosures



Making San Francisco Bay Better

July 11, 2003

John Gibbs, Director
Public Works Department
City of South San Francisco
P. O. Box 711
South San Francisco, California 94083

AND

Robert Simms
REST Investments
P. O. Box 2505
237 Harbor Way
South San Francisco, California 94083

SUBJECT: Execution of Amendment No. Three to BCDC Permit No. 11-98
(BCDC Application No. 11-98 and ER00-97)

Gentlemen:

On May 14, 2003, we issued a corrected Amendment No. Three to Permit No. 11-98 to authorize a third time extension for the City and REST Investments to complete the public access obligations on North Access Road between Airport Boulevard and the Finger Pier Park. As we have informed you in a number of recent phone calls to your staff, the submittal of the executed amendment is approximately six weeks overdue.

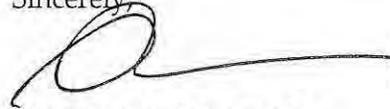
We are sending this letter to notify you that we will consider this amendment null and void on July 18, 2003 at 5:00 p.m., unless an appropriately executed copy is received in our office before that time. The dates in Amendment No. Three have provided you additional time to complete your project, beyond those stated in your amendment request letter of December 6, 2002, and allow you to complete your obligations without penalties regarding Special Condition II-B-4c, d, e, and g, even though the public access is two years late as of the writing of this letter.

If you do not indicate that you wish to remain in compliance by responding to this request, we see no reason for BCDC to grant further time extensions for this project. We are hopeful that you will cooperate in this matter, but please understand, whether or not you have a valid Amendment No. Three, your obligations under the original permit to complete, the public access remain.

John Gibbs, Director of Public Works, City of South
San Francisco, and Robert Simms, REST Investment
July 11, 2003
Page 2

Please feel free to call me if you have any questions, at (415) 352-3614.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line extending to the right.

STEVEN A. McADAM
Deputy Director

AB/SAM/mm



MAINTENANCE SERVICES DIVISION
(650) 877-8550
FAX (650) 877-8665

CITY COUNCIL 2006

JOSEPH A. FERNEKES, MAYOR
RICHARD A. GARBARINO, VICE MAYOR
MARK N. ADDIEGO, COUNCILMEMBER
PEDRO GONZALEZ, COUNCILMEMBER
KARYL MATSUMOTO, COUNCILMEMBER

BARRY M. NAGEL, CITY MANAGER

RECEIVED
NOV 27 2006

SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

November 20, 2006

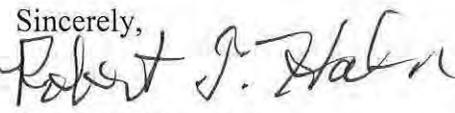
Mr. Brad McCrea, Bay Design Analyst
San Francisco Bay Conservation and Development Commission
50 California Street, Suite 2600
San Francisco, CA 94111

RE: NORTH ACCESS ROAD PUBLIC ACCESS PROJECT
BCDC PERMIT NO. 11-98; FINAL DRAWINGS APPROVAL

Dear Mr. McCrea:

Attached for your approval are final drawings (dated April/June 2006) for the North Access Road Public Access Project. SFO BICE has previously approved these drawings and construction per these plans is contingent on obtaining Use Permit from the SFO.

Should you need more information or have any questions, please call me at 650-829-3830.

Sincerely,

Robert T. Hahn P.E.
Senior Civil Engineer/CIP Coordinator

Attachments

Cc: Marty Van Duyn, Assistant City Manager



Making San Francisco Bay Better

April 12, 2007

Mr. Robert Hahn
City of South San Francisco
550 North Canal
P.O. Box 711
South San Francisco, California 94083

SUBJECT: Plan Approval; North Access Road Trail; BCDC Permit No. 11-98, Amendment No. Three

Dear Mr. Hahn:

I am writing in response to your letter, dated November 20, 2006, and nine sheets of plans, dated between April 12, 2006 and November 21, 2006, entitled "North Access Road Public Access Project." These materials were received in our office on November 27, 2006, and have been reviewed for compliance with the authorization and requirements of the BCDC permit, specifically, Special Condition II-B-4d found on page 6 of the permit.

After careful review, I have determined that the above mentioned plans are consistent with the authorization and requirements of BCDC Permit No. 11-98, Amendment No. Three, and are, therefore, **approved**.

As described on Sheet 3B of the above mentioned plans, final landscaping plans must be submitted for our review and approval prior to installation of the landscaping.

In reviewing the BCDC permit file, I realized that we never finalized the application process for Amendment No. Four that the City of South San Francisco originally requested on September 24, 2003. That amendment request was never executed due to a change in agreements between the Airport, Mr. Simms, the City of South San Francisco and BCDC. Therefore, we will be returning the unfiled application to the City and REST Investments under separate cover.

If you have any questions, please don't hesitate to phone me at (415) 352-3615.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad McCREA", is written over the typed name. The signature is fluid and cursive, with a long, sweeping underline that extends below the typed name.

BRAD McCREA
Bay Design Analyst

BJM/gg

cc: Assistant City Manager, City of South San Francisco
Bob Simms, Rest Investments

**NONAIRLINE NONTERMINAL NONEXCLUSIVE
SPACE OR USE PERMIT OF
TRUX AIRLINE CARGO SERVICES & THE CITY OF SOUTH SAN
FRANCISCO AT SAN FRANCISCO INTERNATIONAL AIRPORT**

(NORTH ACCESS ROAD PUBLIC ACCESS TRAIL PROJECT PORTION OF PUBLIC
ACCESS TRAIL ON AIRPORT PROPERTY)

by and between

**TRUX AIRLINE CARGO SERVICES
&
THE CITY OF SOUTH SAN FRANCISCO**

as Permittee,

and

**CITY AND COUNTY OF SAN FRANCISCO,
ACTING BY AND THROUGH ITS AIRPORT COMMISSION**

**John L. Martin
Airport Director**

May, 2007

Permit No. 3950

RECEIVED
AUG 27 2013

SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

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CITY CLERK

Exhibit #27

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Exhibit A - Description of Premises

**NONAIRLINE NONTERMINAL NONEXCLUSIVE SPACE OR USE
PERMIT OF TRUX AIRLINE CARGO SERVICES &
THE CITY OF SOUTH SAN FRANCISCO
AT SAN FRANCISCO INTERNATIONAL AIRPORT
(NORTH ACCESS ROAD PUBLIC ACCESS TAIL PROJECT PORTION OF
PUBLIC ACCESS TRAIL ON AIRPORT PROPERTY)**

PERMIT SUMMARY

For the convenience of Permittee and City (as such terms are defined below), this Permit Summary (this “**Summary**”) summarizes certain terms of this Permit (as defined below). This Summary is not intended to be a detailed or complete description of this Permit, and reference must be made to the other Sections below for the particulars of this Permit. In the event of any inconsistency between the terms of this Summary and any other provision of this Permit, such other provision shall prevail. Capitalized terms used elsewhere in this Permit and not defined elsewhere shall have the meanings given them in this Summary.

Reference Date: May 30, 2007

Permittee: Trux Airline Cargo Services, a California corporation, & the City of South San Francisco, a municipal corporation, as Co-Permittees, referred to jointly as “Permittee”.

Permittee’s Notice City of South San Francisco
Address: 400 Grand Avenue
South San Francisco, CA 94080
Att’n: Barry M. Nagel, City Manager
Fax No. (650) 829-6609
Tel. No. (650) 877-8500
Trux Transport
DBA Trux Airline Cargo Services
Attn: Robert E. Simms
237 Harbor Way
P.O. Box 2505
South San Francisco, CA 94083

City: The City and County of San Francisco, a municipal corporation,
acting by and through its Airport Commission

City's Notice San Francisco International Airport
Address: Building 100, International Terminal
North Shoulder Building, 5th Floor
PO Box 8097
San Francisco, CA 94128
Att'n: Airport Director
Fax No. (650) 821-5005
Tel. No. (650) 821-5000

Premises: Approximately 0.2548 acres of land at the San Francisco International
(§ 1) Airport as more particularly described on the attached *Exhibit A* and
Exhibit A1.

Permitted Use & Nonexclusive use of Airport lands for a portion of Public Access Trail across
Conditions:(§ 3) the Airport's Tidal Gate Bridge on Airport lands South of PARK SFO
subject to the following conditions:

- 1) Construction and maintenance of Public Access Trail across the Tidal Gate Bridge:
- 2) Construction and maintenance of Public Access Trail over aviation fuel pipeline Permitted to Shell Oil Company under Airport Permit No. 3280 dated September 1, 1996.
- 3) Compliance with the Airport's Building Inspection and Code Enforcement Department, BICE for any necessary approvals to construct the Public Access Trail across Airport property.
- 4) Permittee understands and agrees that the proposed Public Access Trail may have to be closed temporarily to allow City access for maintenance purposes. City will provide Permittee a minimum of five (5) days notice before planned maintenance work commences. However, Permittee shall guarantee that the City has access to the property for maintenance and operations, and emergency repair at all times.

Permit Fee: None
(§ 4)

Commencement The later of May 1, 2007, and the date on which the conditions precedent in
Date: Section 2.1 [Commencement Date] are satisfied
(§ 2.1)

Deposit Amount: None
(§ 9)

Initial Permittee Barry M. Nagel, City Manager
Representative: Phone No. (650) 877-8500
(§ 3.6)

Other Rest Investments dba Rest Parking Facility, Permit No. 3500
Agreements:

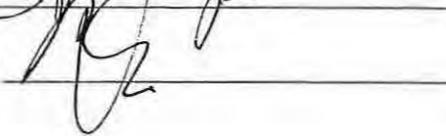
Exhibits: A and A1-Description of Premises

Such exhibits are hereby incorporated herein and made a part hereof.

Initials of Authorized Representative of City

A handwritten signature in black ink, appearing to be 'JW', written over a horizontal line.

Initials of Authorized Representative of Permittee

A handwritten signature in black ink, appearing to be 'JW', written over a horizontal line.

**NONAIRLINE NONTERMINAL NONEXCLUSIVE SPACE OR USE PERMIT
OF TRUX AIRLINE CARGO SERVICES & THE CITY OF SOUTH SAN
FRANCISCO**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT
(NORTH ACCESS ROAD PUBLIC ACCESS TRAIL PROJECT PORTION
OF PUBLIC ACCESS TRAIL ON AIRPORT PROPERTY)**

THIS NONAIRLINE NONTERMINAL NONEXCLUSIVE SPACE OR USE PERMIT (this "**Permit**"), dated as of the Reference Date, is entered into by and between Permittee, and the City and County of San Francisco, a municipal corporation ("**City**"), acting by and through its Airport Commission ("**Commission**"), which, in turn, acts by and through its Airport Director. This Permit is made with reference to the following facts:

A. City owns the San Francisco International Airport (the "**Airport**") located in the County of San Mateo, State of California, which Airport is operated by and through City's Airport Commission ("**Commission**"), the chief executive officer of which is the Airport Director ("**Director**"). The Airport's "Terminal Building Complex" is currently comprised of a North Terminal Building, an International Terminal Building, and a South Terminal Building, together with connecting concourses, piers, boarding areas and extensions thereof, and satellite buildings now or hereafter constructed. Terminal 2 is currently closed to operations. Permittee acknowledges that, from time to time, the Airport undergoes certain construction and renovation projects. Unless otherwise specified, the term "**Airport**" or "**Terminal Building Complex**" as used herein shall mean the Airport or the Terminal Building Complex, respectively, as the same may be expanded, contracted, improved, modified, renovated, or changed in any way.

B. Pursuant to the terms of the San Francisco Bay Conservation and Development Commission (BCDC) Permit 11-98 (attached hereto for reference purposes only), Permittee is required to develop an unrestricted Public Access Trail, and desires to use a portion of land at the Airport to meet its BCDC obligations, and Director has determined that such use of space, on the terms and conditions of this Permit, would be desirable for the Airport. City is not a party or permittee under BCDC Permit 11-98, and has no obligations pursuant to said permit.

Accordingly, Permittee and City agree as follows:

1. PERMIT

1.1 Permittee's Right to Use Premises. City, acting by and through Director, grants to Permittee a revocable, personal privilege to use the Premises for the Permitted Use, to construct and maintain the North Access Road Public Access Trail (hereafter "Public Access Trail"), subject to the terms and conditions hereinafter set forth. As described below, this Permit may be revoked by Director at any time, on the grounds specified in Section 2.2. This Permit gives Permittee a license only. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws.

1.2 Rights of Ingress and Egress. Permittee shall have the non-exclusive rights of ingress and egress across Airport property to conduct its permitted operations hereunder provided that such ingress and egress activity: (a) shall not impede or interfere unduly with the operation of Airport by City or the use of the Airport by its tenants, passengers, or employees; (b) shall be subject to Airport Rules and Regulations, as amended from time to time (as amended, the “**Airport Rules**”), including those pertaining to badge, permitting, and other security requirements, and the requirements of this Permit; (c) shall be in, roads, and other areas designated by Director from time to time; and (d) may be suspended or revoked by Director. Permittee shall not place or install any equipment or personal property in any Airport property outside of the Premises, without the express prior consent of Director. In no event will Permittee engage in any activity on the Airport outside the Premises for the recruitment or solicitation of business.

1.3 Changes to Airport. Permittee acknowledges and agrees that (a) City shall have the right at all times to change, alter, expand, and contract the Airport; (b) City has made no representations, warranties, or covenants to Permittee regarding the design, construction, pedestrian traffic, or views of the Airport or the Premises. Without limiting the generality of the foregoing, Permittee acknowledges and agrees that the Airport (i) is currently undergoing, and may from time to time hereafter undergo, renovation, construction, and other Airport modifications; and (ii) may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Permittee’s business.

2. **COMMENCEMENT DATE; REVOCATION**

2.1 Commencement Date. This Permit shall be effective, and the Commencement Date shall be deemed to occur, on the later of the date specified in the Summary and the date on which all of the following conditions precedent are satisfied, in Director’s sole discretion:

(a) Director shall have received certificates evidencing that Permittee shall have obtained all insurance required by this Permit; and

(b) Director shall have received two (2) duplicate originals of this Permit, fully-executed by Permittee and City.

2.2 Revocation; Termination. This Permit shall continue in force until revoked or mutually terminated as hereinafter provided.

(a) This Permit is revocable at any time, in the sole and absolute discretion of Director, if the Director determines that the Premises are needed for airport purposes. The Airport currently has no plans to use the property for airport purposes. Revocation shall be accomplished by giving reasonable prior written notice thereto to Permittee, but in no event shall more than thirty (30) days notice be required. Notwithstanding the foregoing, Director may also terminate the Permit upon the occurrence of an Event of Default (as defined below) without such notice. Permittee shall bear all costs incurred by Permittee resulting from the revocation or termination of the Permit.

(b) Permittee may terminate this Permit by giving thirty (30) days prior written notice to Director.

3. USE AND OPERATIONS

3.1 Permitted Use. Permittee shall use the Premises for the Permitted Use and for no other purpose. Under no circumstances will Permittee operate or enter any restricted Airport area, including the airfield area, except as may be permitted pursuant to another permit between City and Permittee.

3.2 No Exclusivity. Permittee acknowledges and agrees that Permittee has no exclusive rights to conduct the business of the Permitted Use and that City may arrange with others for similar activities at the Airport.

3.3 Prohibited Activities. Without limiting any other provision herein, Permittee shall not, without the prior written consent of Director: (a) cause or permit anything to be done, in or about the Premises, which might (i) increase in any way the rate of fire insurance on the Airport; (ii) create a nuisance; (iii) in any way obstruct or interfere with the rights of others on the Airport or injure or annoy them; (b) commit or suffer to be committed any waste upon the Premises; (c) use the Premises for any improper, immoral, unlawful or objectionable purpose; or

3.4 Inspections of Premises/Emergencies. City and its authorized representatives shall have the right, without any obligation to do so, at a reasonable time, to inspect the Premises and to enter thereon to make ordinary repairs on City owned property. Permittee shall provide City emergency telephone numbers by which Permittee or Permittee's agent may be reached on a 24/7 basis.

3.5 No Advertising or Promotions. Permittee shall have no right to conduct any advertising or promotional activities on the Airport. Without limiting the generality of the foregoing, in no event will any advertising of cigarette or tobacco products be permitted.

3.6 Representative of Permittee. Permittee shall make a reasonable effort at all times to provide at least one qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep Director informed in writing of the identity of each such person. The initial person so designated is the Initial Permittee Representative.

4. PERMIT FEE AND OTHER CHARGES (NOT APPLICABLE)

5. ASSIGNMENT

5.1 No Assignment. Permittee shall not assign, encumber, or otherwise transfer, whether voluntary or involuntary or by operation of law, the Premises, this Permit, or any right hereunder, without Director's prior written consent, which consent may be granted or denied in Director's sole and absolute discretion (the term "**Transfer**" shall mean any such assignment, encumbrance, or transfer). Director's consent to one Transfer shall not be deemed a consent to subsequent Transfers. Any Transfer made without Director's consent shall constitute a default hereunder and shall be voidable at Director's election.

5.2 Changes in Permittee. The merger of Permittee with any other entity or the transfer of any controlling ownership interest in Permittee, or the assignment or transfer of a substantial

portion of the assets of Permittee, whether or not located on the Premises, shall constitute a "Transfer." Without limiting the generality of the foregoing, if Permittee is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of the partner or partners owning fifty-one percent (51%) or more of the partnership, or the dissolution of the partnership, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of the partnership, shall be deemed a Transfer. If Permittee is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of Permittee, or the sale or other transfer of a controlling percentage of the capital stock or membership interests of Permittee, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of Permittee, shall be deemed a Transfer. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing at least fifty-one percent (51%) of the total combined voting power of all classes of Permittee's capital stock or interests issued, outstanding and entitled to vote for the election of directors. Without limiting the restrictions on asset transfers, this paragraph shall not apply to stock or limited liability company interest transfers of corporations or limited liability companies the stock or interests of which is traded through an exchange or over the counter.

5.3 No Release. In no event will Director's consent to a Transfer be deemed to be a release of Permittee as primary obligor hereunder.

6. COMPLIANCE WITH LAWS

6.1 General Obligation. At all times, Permittee shall cause the Premises and its operations hereunder to comply with all present and future federal, state and local laws, rules, regulations, and ordinances, as the same may be amended from time to time, whether foreseen or unforeseen, ordinary as well as extraordinary, including those relating to (a) health and safety; (b) disabled access, including the Americans with Disabilities Act, 42 U.S.C.S. Sections 12101 et. seq. and Title 24 of the California Code of Regulations, and (c) Hazardous Materials (as defined below) (collectively "**Laws**"), and the Airport's Tenant Improvement Guide, as amended from time to time (as amended, the "**Airport's TI Guide**"). City and each City Entity (as defined below) shall have no liability and Permittee waives any liability for any diminution or deprivation of Permittee's rights hereunder pursuant to this Section 6. As used herein, the term "**City Entity**" shall mean City, Commission, its members, all officers, agents, and employees of each of them, and their successors and assigns.

7. WAIVER; INDEMNITY; INSURANCE

7.1 Waiver. Permittee, on behalf of itself and its successors and assigns, waives its rights to recover from and forever releases and discharges City and all City Entities and their respective heirs, successors, personal representatives and assigns, from any and all Losses whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (a) the physical and environmental condition of the Premises or any law or regulation applicable thereto, including all Environmental Laws; (b) any damage suffered or sustained by Permittee or any person whosoever may at any time be using or occupying or visiting the Premises; or (c) any act or omission (whether negligent, non-negligent, or otherwise) of Permittee or any Permittee Entity arising from this Permit, whether or not such Losses shall be caused in part by any act, omission, or negligence of any of City or any City Entity except if solely caused by the sole gross negligence or willful misconduct of City. In connection with the

foregoing waiver, Permittee expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

7.2 Indemnity. In addition to, and not in limitation of the foregoing, Permittee shall forever indemnify, defend, hold and save City and each City Entity free and harmless of, from and against any and all Losses caused in whole or in part by (a) any act or omission of Permittee or any Permittee Entity arising from this Permit, (b) Permittee's operations at the Airport, including use of the Permitted Premises by the public, whether or not Losses shall be caused in part by any act, omission or negligence of City or any City Entity, or (c) any default by Permittee or any Permittee Entity hereunder. The foregoing indemnity shall not extend to any Loss caused solely by the sole gross negligence or willful misconduct of City.

7.3 Losses. For purposes hereof "Losses" shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys' fees, investigation costs, remediation costs, and court costs), of any kind or nature.

7.4 Notice. Without limiting the foregoing waiver and indemnity, each party hereto shall give to the other prompt and timely written notice of any Loss coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

7.5 Insurance. City hereby acknowledges and consents to satisfaction of the insurance requirements through one or more of the following methods of compliance: (1) self-insurance with respect to the coverage required by the City; and/or (2) obtaining and maintaining at all times during the term of this Permit insurance coverage required by the City. Permittee shall procure and maintain the following insurance:

(a) Workers Compensation Insurance with Employer's Liability limits not less than \$1,000,000 each accident, together with adequate provision for Social Security and Unemployment Compensation.

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products Liability and Completed Operations Coverages, covering Permittee's operations at and around the Airport.

(c) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including owned, non-owned and hired automobile coverages, as applicable.

(d) Property insurance on improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism, and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures, and equipment.

7.6 Form of Policies. All insurance required by Permittee hereunder shall be pursuant to policies in form and substance and issued by companies satisfactory to City and City's City Attorney. City may, upon reasonable notice and reasonable grounds increase or change the required insurance hereunder, in which event Permittee shall obtain such required insurance. Without limiting the generality of the foregoing, all General Liability Insurance shall be endorsed to provide the following:

(a) Name as additional insured the City and County of San Francisco, the Airport Commission and its members, and all of the officers, agents, and employees of each of them (collectively "Additional Insureds");

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought. No other insurance effected by City will be called upon to contribute to a loss covered hereby.

(c) Severability of Interests (Cross Liability): The term "the insured" is used severally and not collectively, and the insurance afforded under the liability coverages applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

All policies shall provide that the insurance company shall give thirty (30) days prior written notice to City of cancellation, non-renewal or reduction in coverage or limits, delivered to City at City's Notice Address.

7.7 Delivery of Policies or Certificates. On or before the Commencement Date, Permittee shall provide to Director copies of its insurance policies or certificates thereof evidencing the above insurance.

7.8 Subrogation. Notwithstanding anything to the contrary herein, Permittee waives any right of recovery against City for any loss or damage to the extent the same is covered by Permittee's insurance. Permittee shall obtain from its insurer, if possible, a waiver of subrogation the insurer may have against City or any City Entity in connection with any Loss covered by Permittee's property insurance policy.

8. ALTERATIONS

8.1 Improvements. Subject to the provisions of Section 8.2 below, Permittee at its own expense may construct, place or erect on the Premises the improvements necessary to construct a portion of Public Access Trail on Airport lands (collectively "Alterations").

8.2 City's Approval Rights. Permittee shall not make or suffer to be made any Alterations or improvements without Director's prior written consent. Permittee shall cause all such Alterations to be performed in a workmanlike manner, in compliance with the requirements of the Airport's TI Guide and all applicable Laws. Prior to the construction of any Alterations,

Permittee shall submit detailed plans and specifications to the Director for approval. Permittee shall include with its plans and specifications schematic renderings of the common area and materials. The Director's approval will be contingent upon approval of the Permittee's Bay Trail design drawings by the Bay Conservation and Development Commission (BCDC), to meet the Permittee's public access obligations under BCDC Permit #11-98. The Permittee's BCDC approved design plans are subject to plan check review and approval by the Airport's Building Inspection and Code Enforcement Division (BICE). BICE issues building permits and ensures all construction activity at the Airport is built according to California State Codes of Regulation, Title 24, and other Airport requirements. In the event of disapproval by City of any portion of the plans and specifications, Permittee will promptly submit necessary modifications and revisions thereof. No changes or alterations will be made in said plans or specifications after approval by Director. City agrees to act within a reasonable period of time upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. One copy of plans for all proposed Alterations will, within fifteen (15) days after approval thereof by Director be signed by Permittee and deposited with City as an official record thereof. All Alterations shall be effected through the use of contractors approved by Director who shall furnish to Director upon demand such completion bonds and labor and material bonds as Director may require so as to assure completion of the Alterations on a lien-free basis. Without limiting the requirements set forth above, Permittee acknowledges and agrees that Permittee may be required to obtain approvals for any desired Alterations from the Airport's Building Inspection and Code Enforcement Department.

8.3 Notice and Permits. Permittee shall give written notice to Director not less than seven (7) days prior to the commencement of any Alterations work in order that City may post appropriate notices of non-responsibility, and agrees that such notices may remain posted until the acceptance of such work by City. Permittee shall obtain, and pay all fees for all permits required by the City or other legal jurisdictions, for improvements that it is required to construct or install, and it shall furnish copies of all such permits to City prior to the commencement of any work.

8.4 Title to Alterations. Except as provided herein, on revocation or termination of this Permit, all Alterations made by Permittee, including all structural construction, and foundation, shall vest in City.

8.5 Effect of Alterations on Airport. If and to the extent that Permittee's activities or proposed Alterations trigger an obligation or requirement on the part of City to make changes to the Airport premises (including ADA requirements), Permittee shall indemnify, defend, and hold harmless City from and against any and all Losses (as defined below) arising out of such activities or Alterations.

9. DEPOSIT (NOT APPLICABLE)

10. MAINTENANCE AND REPAIR

10.1 As-Is Condition. PERMITTEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS PERMITTING THE PREMISES TO PERMITTEE ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT PERMITTEE IS NOT RELYING ON ANY

REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ANY CITY ENTITY, AS TO ANY MATTERS CONCERNING THE PREMISES, INCLUDING: (i) the quality, nature, adequacy and physical condition and aspects of the Premises including landscaping, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Premises, (iv) the development potential of the Premises, and the Premise's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Premises for any particular purpose, (v) the zoning or other legal status of the Premises or any other public or private restrictions on use of the Premises, (vi) the compliance of the Premises or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Materials on, under or about the Premises or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the real property, (ix) the condition of title to the Premises, and (x) any agreements affecting the Premises.

10.2 Permittee's Maintenance Obligations. Permittee, at all times and at Permittee's sole cost and expense, shall keep the Premises and every part thereof in good condition and repair, and in compliance with applicable Laws, and the Airport's TI Guide, including the replacement of any facility of City used by Permittee which requires replacement by reason of Permittee's use. As provided below in Section 14.3 [City's Right to Perform], in the event Permittee fails to perform its maintenance and repair obligations hereunder, City shall give Permittee ten (10) calendar days notice to repair or maintain the Premises at Permittee's expense, and City shall thereafter have the right to do so, at Permittee's expense.

10.3 Trash Removal. Permittee shall at all time cause the Premises and the areas around the Premises to be clean and sightly, and free from trash. Permittee shall not store nor allow accumulation of trash or debris on the Premises.

11. UTILITIES

11.1 Maintenance. City shall have the right, at all times, without unreasonably or unduly interfering with Permittee's use of the Premises to enter upon the Premises and install, construct, maintain, operate and remove underground utilities for general airport use. Unless due to the fault of Permittee, the expense of any said operation shall be borne by City. In the event of any excavation by City upon the Premises for any of said purposes, said Premises shall be restored to the immediately prior condition at City's expense, unless due to the fault of Permittee.

(a) Prior to the beginning of any construction by Permittee, Permittee shall locate all existing underground utilities belonging to City or its tenants in order to avoid damage to said utilities. Any damage to existing pavement, underground facilities or other improvements belonging to City caused by Permittee's operations shall be repaired to the satisfaction of City by Permittee at its expense. Permittee shall promptly backfill any trench made by it on the Premises so as to leave the surface of the ground thereover, as nearly normal as practical, and restore pavement and landscaping to its original condition. This shall include Permittee's restoration of landscaping, fencing, gates, roadways, traffic signs, dryways, driveways, parking lots, guardrails or any other improvements.

(b) Drains or other facilities provided by Permittee for the purpose of disposing of storm or other waters shall in no case be connected to sanitary sewers. In the event that Permittee's facilities (either storm or sanitary) are below an elevation that will permit gravity flow into facilities provided by City, then Permittee shall provide and maintain such pumping facilities as may be necessary to deliver stormwater or sanitary sewage to the proper drainage system facilities or sanitary sewers provided by City for the disposal of same. Permittee must provide adequate separations to prevent flow into the sanitary sewer system of petroleum products or chemicals or any foreign matter. Permittee shall take all reasonable precautions to prevent material going into the drainage system which would create interference with the flow therein, or which would cause undue hazards or unlawful contamination of the waters of the San Francisco Bay into which the drainage flow may be deposited.

12. ADVERTISING AND SIGNAGE

Permittee may, at its own expense, install and operate necessary and appropriate identification signs on the Premises, subject to the approval of Director, including but not limited to, the approval of the number, size, height, location, color and general type and design. Such approval shall be subject to revocation by Director at any time. Without express written consent of Director, Permittee shall not display any advertising, promotional, or informational pamphlets, circulars, brochures or similar materials. Without limiting the foregoing restrictions on advertising, in no event will there be permitted on the Premises any advertising of cigarettes or tobacco products.

13. TAXES, ASSESSMENTS AND LIENS

13.1 Taxes.

(a) Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further recognizes and understands that any Transfer permitted under this Permit and any exercise of any option to renew or other extension of this Permit may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Permittee shall pay all taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the real property interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Premises, all of which shall be paid when the same become due and payable and before delinquency.

(b) Permittee shall report any Transfer, or any renewal or extension hereof, to the County of San Mateo Assessor within sixty (60) days after such Transfer transaction, or renewal or extension. Permittee further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements under applicable law with respect to possessory interests.

13.2 Other Liens. Permittee shall not permit or suffer any liens to be imposed upon the Airport or any part thereof, including without limitation, mechanics, materialmen's and tax liens, as a result of its activities without promptly discharging the same. Notwithstanding the foregoing, Permittee may in good faith contest any such lien if Permittee provides a bond in an amount and form acceptable to City in order to clear the record of any such liens. Permittee shall assume the defense of and indemnify and hold harmless City against any and all liens and charges of any and every nature and kind which may at any time be established against said premises and improvements, or any part thereof, as a consequence of any act or omission of Permittee or as a consequence of the existence of Permittee's interest under this Permit.

14. DEFAULT; REMEDIES

14.1 Event of Default. The occurrence of any one or more of the following events shall constitute a breach of this Permit and an "Event of Default" hereunder:

- (a) There shall occur a Transfer without the prior approval of the City; or
- (b) Permittee shall abandon, desert, or vacate the Premises; or
- (c) Any lien shall be filed against the Premises as a result of an act or omission of Permittee, and shall not be discharged or contested by Permittee in good faith by proper legal proceedings within twenty (20) days after receipt of notice by Permittee; or
- (d) Permittee shall fail to obtain and maintain the insurance required hereunder, or provide copies of the policies or certificates to City as required herein; or
- (e) Permittee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Permit, and such failure shall continue for a period of more than three (3) days after delivery by Director of a written notice of such failure (the "First Notice"); or if satisfaction of such obligation requires activity over a period of time, if Permittee fails to commence the cure of such failure within three (3) days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within one hundred twenty (120) days after the giving of the First Notice.

14.2 Remedies. Upon the occurrence and during the continuance of an Event of Default, City shall have the following rights and remedies in addition to all other rights and remedies available to City at law or in equity:

- (a) City may elect to terminate this Permit; and
- (b) City may elect to terminate any other agreement between Permittee and City, including the Other Agreements, if any. This provision shall not apply to any agreements between City and the City of South San Francisco.

Nothing herein shall be deemed to limit Director's right to revoke this Permit as provided in Section 2.2 [Revocation; Termination] of this Permit.

14.3 City's Right to Perform. All agreements and provisions to be performed by Permittee under any of the terms of this Permit shall be at its sole cost and expense.

14.4 Cumulative Rights. The exercise by either party of any remedy provided in this Permit shall be cumulative and shall in no way affect any other remedy available to either party under law or equity.

15. CESSATION OF USE OF PREMISES

Upon the revocation or termination of this Permit, Permittee shall cease its use of the Premises and all Alterations, additions and improvements thereto, and shall cause the Premises to be in the same condition as when received, ordinary wear and tear and damage by fire, earthquake, act of God, or the elements excepted. Subject to City's right to require removal pursuant to Section 8 [Alterations] hereof, all Alterations and improvements installed in the Premises by Permittee shall, without compensation to Permittee, then become City's property free and clear of all claims to or against them by Permittee or any third person.

16. HAZARDOUS MATERIALS

16.1 Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

(a) "**Environmental Laws**" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, protection of human health and safety, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 9601, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code Section 25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5, et seq.).

(b) "**Hazardous Materials**" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "**Hazardous Material**" includes any material or substance identified, listed, or defined as a "hazardous waste," "hazardous substance," or "pollutant" or "contaminant" or term of similar import, or is otherwise regulated pursuant to Environmental Laws; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any materials listed in the Airport's TI Guide.

(c) **“Release”** when used with respect to Hazardous Materials shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property or the environment.

(d) **“Pre-Existing Condition”** means the existence of any Hazardous Materials on the Premises immediately prior to the Commencement Date. Notwithstanding anything to the contrary herein, a “Pre-Existing Condition” shall not include the existence of any Hazardous Materials caused or contributed to by the act or omission of Permittee or any Permittee Entity at any time.

16.2 Permittee’s Covenants. Neither Permittee nor any Permittee Entity shall cause any Hazardous Material to be brought upon, kept, used, stored, generated, treated, managed, or disposed of in, on or about the Airport, or transported to or from the Airport, without the prior written consent of Director, which Director shall not unreasonably withhold as long as Permittee demonstrates to Director’s reasonable satisfaction that such Hazardous Material is necessary or useful to Permittee’s business and will be used, kept, stored, and managed in a manner that complies with all Environmental Laws, the Airport’s TI Guide, the Airport Rules, and all other Laws. At all times, Permittee shall ensure and certify that decontamination of the Premises and disposal of Hazardous Materials is in compliance with the foregoing. Any reuse of contaminated soil by Permittee shall be subject to this Section and considered a Release of Hazardous Materials caused by Permittee and not a Pre-Existing Condition, unless Director otherwise agrees in writing to a different interpretation.

16.3 Environmental Indemnity. Permittee shall indemnify, defend, and hold harmless City from and against any and all Losses resulting or arising from: (a) a breach by Permittee of its obligations contained in the preceding Section 16.2 [Permittee’s Covenants]; (b) any Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of Permittee or any Permittee Entity or otherwise arising from Permittee’s operations hereunder; or (c) the existence of any Hazardous Materials on the Premises, except to the extent that Permittee can demonstrate that such Hazardous Materials constitutes a Pre-Existing Condition, or that the Hazardous Materials were not directly or indirectly caused by the Permitted Use.

16.4 Environmental Audit. Upon reasonable notice, Director shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to Director, an environmental audit or any other appropriate investigation of Permittee’s operations for possible environmental contamination issues. Permittee shall pay all costs associated with said investigation in the event such investigation shall disclose any Hazardous Materials contamination as to which Permittee is liable hereunder.

16.5 Notice by Permittee. Permittee shall give City verbal and written notice of any unauthorized threatened Release of any Hazardous Material. Such report shall be made in conformance with those procedures established in the Airport’s TI Guide and the Airport Rules. Permittee shall immediately notify City in writing of: (a) pre-existing condition of contamination; (b) any enforcement, clean-up, removal or other Government or regulatory action instituted, completed or threatened pursuant to any Environmental Laws; (c) any claim made or threatened by any person against Permittee or the Premises relating to damage, contribution, cost recovery

compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (d) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials or pursuant to any Environmental Laws on or about the Premises. Permittee shall also supply to City as promptly as possible, and in any event within five (5) business days after Permittee first receives or sends the same, with copies of all claims, reports, complaints, notices or warnings of, and any other communications related to asserted violations relating in any way to the Premises or Permittee's use thereof.

16.6 Notice by City. If City becomes aware of release of Hazardous Materials on the Public Access Trail, City shall give City of South San Francisco notice of any unauthorized Release of any Hazardous Material that may negatively impact the use of the Public Access Trail by the public.

17. CITY AND OTHER GOVERNMENTAL PROVISIONS

17.1 Charter. The terms of this Permit shall be governed by and subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco.

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

17.3 Effect of City Approvals. Notwithstanding anything to the contrary herein, Permittee acknowledges and agrees that City is entering into this Permit as a landowner, and not as a regulatory agency with police powers. Accordingly, any construction, alterations, or operations contemplated or performed by Permittee hereunder may require further authorizations, approvals, or permits from governmental regulatory agencies. Such changes to the design drawings approved by BCDC that would require subsequent review by BCDC, may require additional building permit review by the Airport's Building Inspection and Code Enforcement Division. Nothing in this Permit shall limit Permittee's obligation to obtain such other authorizations, approvals, or permits. No inspection, review, or approval by City pursuant to this Permit shall constitute the assumption of, nor be construed to impose, responsibility for the legal or other sufficiency of the matter inspected, reviewed, or approved. In particular, but without limiting the generality of the foregoing, in approving plans and specifications for Alterations, City (a) is not warranting that the proposed plan or other action complies with applicable Laws, and (b) reserves its right to insist on full compliance in that regard even after its approval has been given or a permit has been issued.

17.4 Limitation on Damages. Notwithstanding anything to the contrary herein, in no event will City or any City Entity be liable to Permittee or any Permittee Entity for any consequential, incidental, or special damages.

17.5 Sponsor's Assurance Agreement. This Permit shall be subordinate and subject to the terms of any "Sponsor's Assurance Agreement" or any like agreement heretofore or hereinafter entered into by City and any agency of the United States of America.

17.6 Federal Non-Discrimination Regulations. Permittee understands and acknowledges that City has given to the United States of America, acting by and through the Federal Aviation

Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A-Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to City for certain Airport programs and activities, and that City is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than City, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Permittee agrees as follows: Permittee in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

17.7 Federal Affirmative Action Regulations. Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Permittee assures that it will require that its covered sub-organizations provide assurances to Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17.8 Non-Discrimination in City Contracts and Benefits Ordinance. (NOT APPLICABLE)

17.9 Conflict of Interest. Through its execution of this Agreement, Permittee acknowledges that it is familiar with the provisions of section 15.103 of City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and sections 87100 et seq and sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provision and agrees that if it becomes aware of any such fact during the term of this Agreement it shall immediately notify Landlord.

17.10 Declaration Regarding Airport Private Roads. Permittee hereby acknowledges and agrees that all roads existing at the date of execution hereof within the boundaries of the Airport, as shown on the current official Airport plan and as it may be revised, are the private property and private roads of the City and County of San Francisco, with the exception of that portion of the old Bayshore Highway which runs through the southern limits of the City of South San Francisco and through the northern portion of the Airport to the intersection with the North Airport Road as shown on said Airport Plan, and with the exception of that portion of the North Airport Road which runs from the off and on ramps of the State Bayshore Freeway to the intersection with said old

Bayshore Highway as shown on said Airport Plan. It further acknowledges that any and all roads hereafter constructed or opened by City within the Airport boundaries will be the private property and road of City, unless otherwise designated by appropriate action.

17.11 Drug-Free Workplace. Permittee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises. Any violation of this prohibition by Permittee or any Permittee Entity shall constitute a default hereunder.

17.12 Compliance with Americans With Disabilities Act. Permittee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. Permittee shall provide the services specified in this Permit in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Permittee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Permit and further agrees that any violation of this prohibition on the part of Permittee, its employees, agents or assigns shall constitute a material breach of this Permit.

17.13 Pesticide Prohibition. Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Permittee to submit to the Airport Commission an integrated pest management ("**IPM**") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Premises during the terms of this Permit, (b) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

17.14 Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

18. GENERAL PROVISIONS

18.1 Notices. Except as otherwise specifically provided in this Permit, any notice, demand, or other correspondence given under this Permit shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or overnight courier, return receipt requested, with postage prepaid, to: (a) Permittee at Permittee's Notice Address; or (b) City at City's Notice Address; or (c) such other address as either Permittee or City may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed

to have been given and received and effective two (2) days after the date when it is mailed, if sent by first-class, certified mail, one day after the date when it is mailed if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by facsimile to the number set forth in the Summary or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

18.2 No Implied Waiver. No failure by either party to insist upon the strict performance of any obligation of the other party under this Permit or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver.

18.3 Entire Agreement. The parties intend that this Permit (including all of the attached exhibits, which are made a part of this Permit) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Permit shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Permit.

18.4 Amendments. Except as specifically provided herein, neither this Permit nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

18.5 Interpretation of Permit. The captions preceding the articles and sections of this Permit and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Permit. This Permit has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Permit. Provisions in this Permit relating to number of days shall be calendar days. Use of the word "**including**" shall mean "including, without limitation." References to statutes, sections, ordinances or regulations are to be construed as including all statutory, ordinance, or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section, ordinance or regulation.

18.6 Successors and Assigns. Subject to the provisions of Section 5 [Assignment], the terms, covenants and conditions contained in this Permit shall bind and inure to the benefit of Permittee and City and, except as otherwise provided herein, their personal representatives and successors and assigns.

18.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Permit.

18.8 No Joint Venture. It is expressly agreed that City is not, in any way or for any purpose, a partner of Permittee in the conduct of Permittee's business or a member of a joint

enterprise with Permittee, and does not assume any responsibility for Permittee's conduct or performance of this Permit.

18.9 Severability. If any provision of this Permit or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Permit shall be valid and be enforceable to the full extent permitted by law.

18.10 Governing Law. This Permit shall be construed and enforced in accordance with the laws of the State of California.

18.11 Attorneys Fees. In the event that either City or Permittee fails to perform any of its obligations under this Permit or in the event a dispute arises concerning the meaning or interpretation of any provision of this Permit, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys fees. For purposes of this Permit, reasonable fees of attorneys of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

18.12 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Permit shall be cumulative, except as may otherwise be provided herein.

18.13 Time of Essence. Time is of the essence with respect to all provisions of this Permit in which a definite time for performance is specified.

18.14 Reservations by City. City may (a) at any time, upon reasonable advance written or oral notice, enter the Premises to show the Premises to prospective permittees or other interested parties, to post notices of non-responsibility, to repair any part of the Premises or adjoining areas, to install equipment for adjoining areas, and for any other lawful purpose; (b) without advance notice, enter the Premises to conduct an environmental audit, operational audit, or general inspection, or in an emergency. City shall use reasonable efforts to minimize disruption in Permittee's use of the Premises. City reserves the right to grant easements or crossings in, over, upon and under the Premises, and nothing herein contained shall be construed as limiting the powers of City to lease, permit, convey or otherwise transfer or encumber the Premises for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to Permittee by this Permit. City also reserves the right to construct, reconstruct, install, maintain, repair, remove, renew, operate and use from time to time, other pipelines, conduits, power lines, telephone lines, sewer drains, roads and roadways or other structures across, over or under the Premises and any rights of way or easements and/or pipelines used by Permittee. Permittee shall be responsible for sufficiently identifying, locating and ensuring protection of its appurtenances and connecting subsurface pipelines, telecommunications equipment, utility equipment and pipes, and any other subsurface items from damage caused by any such construction within the Premises and any rights of way or easements. Notwithstanding anything to the contrary in this Permittee, City

reserves and retains all of the following rights relating to the Premises: (a) Any and all water and water rights, including (i) any and all surface water and surface water rights, including riparian rights and appropriative water rights to surface streams and the underflow of streams, and (ii) any and all groundwater and subterranean water rights, including, the right to export percolating groundwater for use by City or its water customers; and (b) Any and all minerals and mineral rights of every kind and character now known to exist or hereafter discovered in the Premises, including oil and gas and rights thereof, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to City or its successors and assigns, in such manner as not to damage permanently the surface of the Premises or to unreasonably interfere with the permitted use thereof by Permittee, without Permittee's prior written consent. In addition, City reserves all rights in and with respect to the Premises not inconsistent with the Permitted Use, including the right of City, at all reasonable times and, if reasonably practicable, following advance notice to Permittee, to enter and to permit the City, the County of San Mateo, the County Water District, other governmental bodies, public or private utilities and other persons to enter upon the Premises for the purposes of installing, using, operating, maintaining, renewing, relocating and replacing such underground wells and water, oil, gas, steam, storm sewer, sanitary sewer and other pipelines, and telephone, electric, power and other lines, conduits, and facilities, and flood access and maintenance rights of way and equipment, as City may deem desirable in connection with the development or use of, or remediation of Hazardous Materials in, on, or under, the Premises or any other property in the neighborhood of the Premises, where owned by City or not. No such wells, pipelines, lines conduits, facilities or right of way shall interfere with the use or stability of any building or improvement on the Premises. Permittee hereby waives any claims for damages for any injury or inconvenience to or interference with Permittee's business on the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by City's exercise of its rights hereunder.

18.15 Survival of Indemnities. Revocation or termination of this Permit shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Permit, nor shall it effect any provision of this Permit that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Permit, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee.

18.16 Joint and Several Liability. The liabilities hereunder of the entities and/or person(s) comprising Permittee shall be joint and several.

18.17 Authority. If Permittee signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Permit on behalf of Permittee does hereby covenant and warrant that Permittee is a duly authorized and existing entity, that Permittee has and is duly qualified to do business in California, that Permittee has full right and authority to enter into this Permit, and that each and all of the persons signing on behalf of Permittee are authorized to do so. Upon City's request, Permittee shall provide City evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

18.18 Counterparts. This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties have executed this Permit as of the Reference Date.

PERMITTEE: Trux Airline Cargo Services,

[Signatories also to initial Summary]

a California corporation

By: [Signature]

Name: ROBERT SIMMS

Title: PRESIDENT

The City of South San Francisco,
a municipal corporation

PERMITTEE:

By: [Signature]

Name: DARYN NAGEL

Title: CITY MANAGER

CITY: CITY AND COUNTY OF SAN FRANCISCO,

[Signatories also to initial Summary]

a municipal corporation,
acting by and through its Airport Commission

[Signature]
John L. Martin
Airport Director

REVIEW AS TO FORM:
KATHARINE G. WELLMAN,
Contact Attorney for the
City of South San Francisco

By [Signature]
Contact Attorney

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

By [Signature]
Deputy City Attorney

EXHIBIT A
Description of Premises

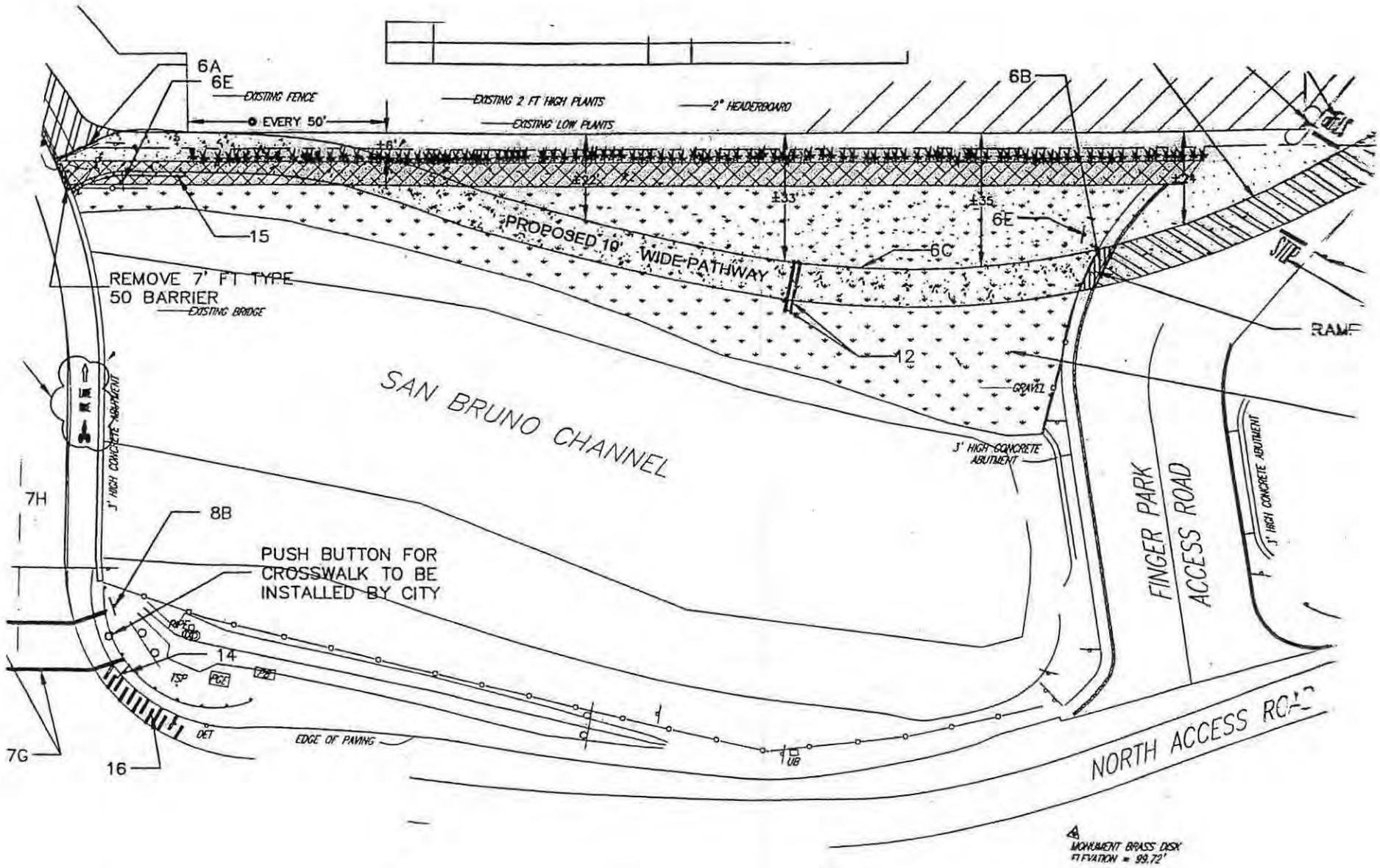
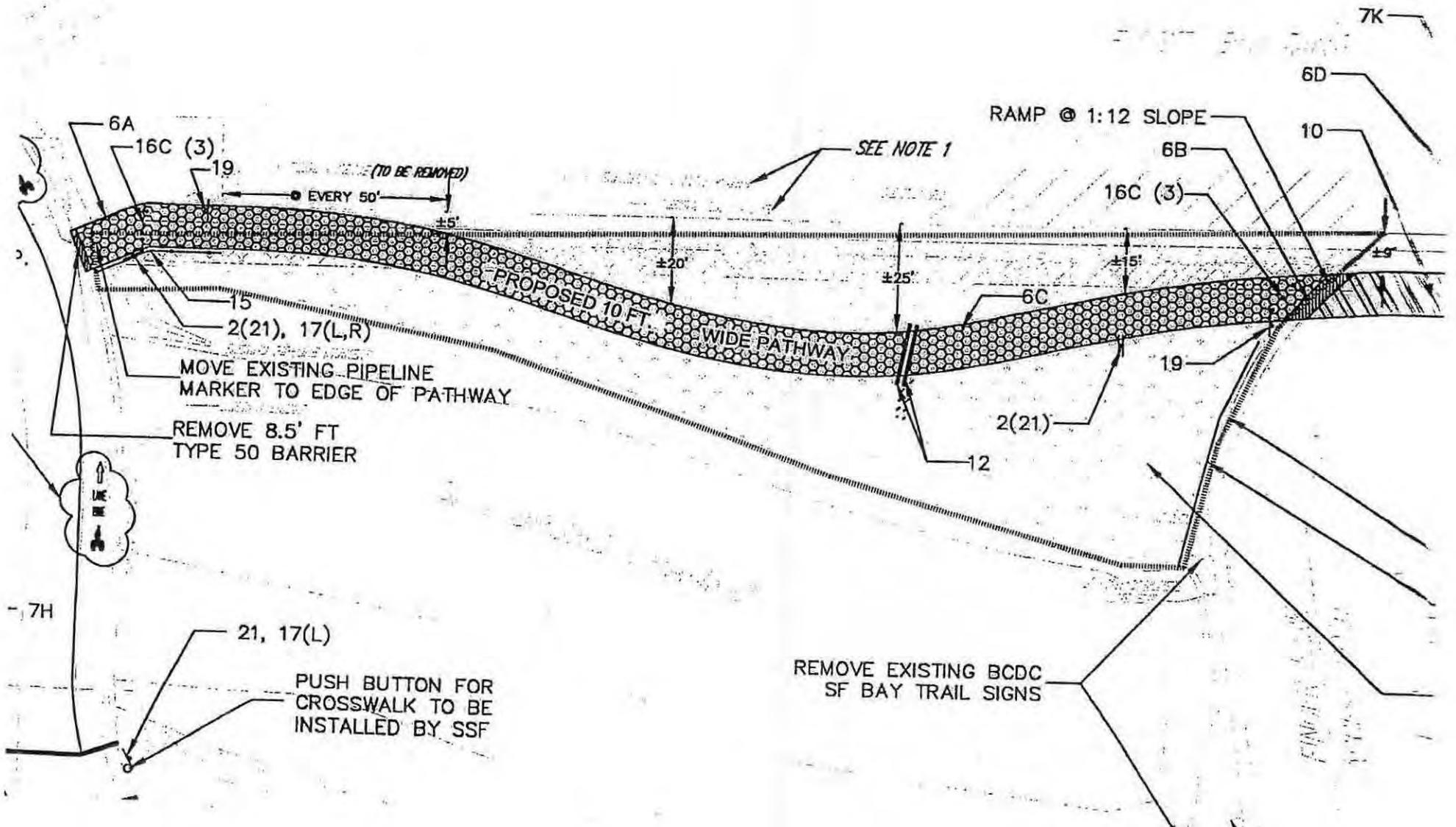


EXHIBIT A



T R A N S M I T T A L _____

DATE: Feb 11 2008

TO: Robert Hahn City of SF 7 sets
✓ Andy Bennett BCDC 1 set ✓
Bob Binms 2 sets

FROM: Molly

RE: Preliminary Landscape Plan L1 of L1
North Access Road Public Access
South San Francisco

COMMENTS: ① On "Finger" area slopes: Carexothus g.h. "Yankee Point" is
draping down the slopes - probably 8-10' (no other sig. volunteer veg.)

② 100% coconut fiber EC blanket can be installed w/out
any additional mulch. → Google Ewing Irrigation
Product Catalogue, Download #2400 Landscape

VIA: mail

CC: _____

Fabrics & Accessories. & Look for
Erosion Control Blankets. I can
also provide other Google sites
for more basic information.

③ Robert: There looks to be a low
spot between pathway & Bldg.
@ western edge. Any thoughts
on drainage?

Molly Duff
Landscape Architect CaReg #2030
PO Box 462
Moss Beach, CA 94038
Tel/fax (650) 728-7723

Please call w/ any questions
Molly

Subject: Re: Bay Trail Survey submittal for BCDC Permit No. 1998.011.03 (Revised)
Date: Thursday, May 14, 2015 4:48:40 PM Pacific Daylight Time
From: Weber, Maggie@BCDC
To: robert.hahn@ssf.net
CC: brian.mcminn@ssf.net, robert.simms@truxinc.com, nixon.lam@flysfo.com, Michaels, Jaime@BCDC, Klein, Adrienne@BCDC

Hi Robert,

Thank you for submitting the Bay Trail survey for BCDC staff review. Generally, the survey looks good, however staff would like the final draft to include the specific widths for the sidewalks and bike lanes. Also, please revise and resubmit the survey to include all public access required by Section II.B.4 of the Permit. Staff realizes that not all of the land slated to be permanently guaranteed for public access is owned by City of South San Francisco, however as co-permittees, the City and Mr. Simms are mutually required to submit a "full package" survey that includes all the public access, required by Section II.B.4 of the Permit, to be recorded with San Mateo County as one permanent guarantee.

However before you submit a revised survey, staff prefers that you apply for an amendment to the Permit that amends the required public access to be consistent with what was already built on site (**Special Condition II.B.4.d and Exhibits A-1 and C of the Permit are presently not consistent and need to be amended before we can proceed with the survey and finalizing the permanent guarantee**). A permanent guarantee cannot be recorded unless it is consistent with the Permit, so this issue needs to be resolved before any survey can be approved. The application to amend the permit for public access can be submitted along with the forthcoming amendment application to expand Park SFO. BCDC staff is available to meet with you either June 2nd, 3rd, or 4th to discuss the forthcoming permit amendment. Please let me know what works best for all of you.

Best,

Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019

Subject: FW: Message from eng-copier
Date: Tuesday, June 9, 2015 1:07:52 PM Pacific Daylight Time
From: Hahn, Robert
To: Weber, Maggie@BCDC
CC: Hahn, Robert

Hi Maggie,

Attached are the exhibits that Brad McCrea and Ande Bennett wanted for BCDC Permit 11-98 Amendment 4. From what I can determine from my files, the Amendment 4 was never completed and/or signed although City paid \$100 fee for the amendment.

Regards,

Robert T. Hahn, P.E.
Senior Civil Engineer
City of South San Francisco
Engineering Division
315 Maple Avenue
South San Francisco, CA 94080
(650) 829-6660 - office

From: eng-copier@ssf.net [mailto:eng-copier@ssf.net]
Sent: Tuesday, June 09, 2015 12:45 PM
To: Hahn, Robert
Subject: Message from eng-copier

Subject: Re: Park SFO/ City of SFF BCDC Permit No. 1998.11.003 (Message from eng-copier)

Date: Wednesday, June 10, 2015 5:42:13 PM Pacific Daylight Time

From: Weber, Maggie@BCDC

To: Hahn, Robert, McMinn, Brian

Hi Robert and Brian,

Robert- Thank you for your submittal of the proposed Exhibits A-1 and A-2 for the forthcoming Permit amendment. Generally, the exhibits look great, with the exception that Exhibit A-2 shows that the portion of the trail located just south of the Park SFO structure will not be dedicated; this is inconsistent with Special Condition II.B.2 of the Permit. The notes in the Enforcement File state that although this is portion of the trail is SFO property, in 2011 the City obtained a use permit for this 300 ft portion in order to complete the permanent guarantee requirement of the Permit. Please explain if I am missing something, but the entire trail should be dedicated to the public in perpetuity.

Brian and Robert- BCDC staff cannot move forward with a more detailed review of the 6/9/15 and 4/6/15 exhibit submittals until you file an amendment application. The amendment application shall include: (i) Revisions to the language in Special Condition II.B.4.d that accurately reflects the trail realignment; and (ii) updated Public Access Exhibit(s) (Exhibits A-1 and A-2, referred to above, look good with the exception of the "no public access dedication" section).

Once this permit amendment is issued, BCDC staff counsel will review the legal description and corresponding exhibit for the permanent guarantee of the trail.

Do you have any idea when we can be expecting a permit amendment application? Unfortunately BCDC staff can't formally review your submittals until we receive an amendment application.

Thank you for your continued efforts. I will be on the call tomorrow morning and look forward to hearing about the progress you have made over the last week.

Best,

Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668

From: <Hahn>, Robert <Robert.Hahn@ssf.net>
Date: Tuesday, June 9, 2015 1:07 PM
To: Maggie Weber <maggie.weber@bcdc.ca.gov>
Cc: "Hahn, Robert" <Robert.Hahn@ssf.net>
Subject: FW: Message from eng-copier

Hi Maggie,

Attached are the exhibits that Brad McCrea and Ande Bennett wanted for BCDC Permit 11-98 Amendment 4. From what I can determine from my files, the Amendment 4 was never completed and/or signed although City paid \$100 fee for the amendment.

Regards,

Robert T. Hahn, P.E.
Senior Civil Engineer
City of South San Francisco
Engineering Division
315 Maple Avenue
South San Francisco, CA 94080
(650) 829-6660 - office

From: eng-copier@ssf.net [mailto:eng-copier@ssf.net]

Sent: Tuesday, June 09, 2015 12:45 PM

To: Hahn, Robert

Subject: Message from eng-copier

San Francisco Bay Conservation and Development Commission

455 Golden Gate Avenue, Suite 10600, San Francisco, California 94102 tel 415 352 3600 fax 415 352 3606

July 30, 2015

Robert Simms
Park SFO
237 Harbor Way
P.O. Box 2505
South San Francisco, CA 94083

AND

Brian McMinn
Department of Public Works
City of South San Francisco
P.O. Box 711
South San Francisco, CA 94080

SUBJECT: After-the-Fact Permit Amendment and Enforcement of Conditions for Park SFO;
(BCDC Permit 1998.11.02 and Enforcement File ER2000.097)

Dear Messieurs Simms and McMinn:

This letter serves as a follow up to our June 11, 2015 conference call regarding your pending application to amend BCDC Permit No. 1998.11.02 ("Permit") originally issued on September 23, 1998¹ to authorize a Park SFO expansion and resolve 15-year-old permit violations and unauthorized construction issues. As you know from past correspondence and telephone conversations, there are many outstanding compliance issues with the existing Permit. In our June 1 and June 11, 2015 conversations, Mr. McMinn stated he would take the lead in resolving these issues and that I would soon receive an application to amend the Permit after-the-fact, separate from the forthcoming amendment pertaining to the Park SFO expansion, to resolve the long outstanding compliance issues regarding the trail realignment and the permanent guarantee.

As of the date of this letter, I have not received an application to amend the Permit in order to correct these violations, which must be submitted immediately and separately from the application for the new parking structure that is being handled by Tinya Hoang. On June 19, 2015, I visited the site and discovered additional compliance issues beyond the trail realignment and permanent guarantee that we were already aware of.

¹ Amendments One and Two are for time extensions and Amendment Three is void per your failure to submit to staff an executed copy of the Permit, as explained in a letter addressed to you dated July 11, 2003.

This letter outlines all of the violations and the steps you must take to correct them. It also addresses the administrative civil penalties associated with each violation.

I. 2001 Violations.

A. **Public Access Area.** Section I.A of the Permit authorizes you to, in relevant part:

- "e. Construct, use and maintain a new 67,350 square-foot public access park on the southernmost "finger" including landscaping, pathways, viewing areas, amenities and right public parking spaces;*
- f. Install, use and maintain a new, 4.5 foot-wide public access sidewalk on the north side of North Access Road and bike lanes, from North Access Road-South Airport Boulevard intersection to the proposed public access "finger" park; and*
- g. Install, use and maintain public access and traffic signs designed to eliminate potential conflicts between the users of the public access paths and park and vehicles traveling on North Access Road and to and from the parking facility."*

Special Condition II.B.4 of the Permit requires the following public access requirements:

- "a. A new, approximately 67,350 square-foot, public access "finger" park that includes landscaping, pathways, an access sidewalk from North Access Road and an overlook area (Exhibit A-1);*
- b. A minimum of 8 signed, public parking spaces;*
- c. Sidewalks and Class II bike lanes along North Access Road (as shown on Exhibits A-2 and C), from its intersection with South Airport Boulevard, east to the southern end of the North Access Road Bridge over San Bruno Channel. Portions of the existing sidewalk on the north side of North Access Road may be used to complete the sidewalk component required in this section provided the existing sidewalk is in good condition.*
- d A new 4.5-foot-wide sidewalk along the north side of North Access Road and Class II bike lanes along North Access Road, from the southern end of the North Access Road Bridge over San Bruno Channel to the existing tidegate bridge over San Bruno Channel (as shown on Exhibit C), and a new sidewalk and Class II bike lane from North Access Road at the existing tidegate bridge, north across the existing tidegate bridge, to the new "finger" park, including crosswalks where necessary, to complete the connection of the "finger" park to the Bay Trail that is located adjacent to South Airport Boulevard;*

- e. *New road and trail signs that: (1) promote pedestrian use of North Access Road sidewalk and the "finger park" (i.e. Public Access and Bay Trail signs); and (2) minimize potential conflicts between the users of the public access areas, the parking garage, and the tidegate access bridge. The number and placement of the signs shall be sufficient to clearly convey the public access opportunities at the site and shall be approved by or on behalf of the Commission pursuant to Special Condition II-A above;*
- f. *Site furnishings, including a minimum of four benches and two garbage containers, and appropriate lighting; and*
- g. *New landscaping on the south and east side of the parking structure, including tall trees, designed to screen the parking structure and reduce its visual impacts from the public access areas required herein."*

Following Permit issuance, you discovered that you could not build the portion of the required trail as provided above in the Permit authorization and Special Condition II.B.4.d.

Following discussions in 2000, staff agreed that you could change this section of the trail's location and amend the Permit to authorize realignment of the trail from the south side of San Bruno Channel to the north side of the Channel; as of the date of this letter, staff has not received an application to amend the Permit in this manner yet you have constructed the trail segment as agreed but without Permit authorization. Therefore, this section of the trail is not authorized.

No later than August 30, 2015, within 30 days of the date of this letter, please submit:

1. An application to amend the Permit after-the-fact to revise the language in Section I.A and Special Condition II.B.4.d of the Permit so it accurately reflects the as-built public access areas on site and associated ownership interests, including amending Special Condition II.B.2 to reflect that only the public access areas owned by you shall be subject to the permanent guarantee²;
2. A revised Exhibit A that shows the public access areas as-built that will replace Exhibits A1, A2, and C; and
3. Any relevant leases.

² In the event that one of the third party property owners of the public access area decide to do something else with the area that is presently part of the trail, the Permit must provide alternative access to maintain the connection for this segment of the trail.

The amendment request must come in the form of a letter signed by Robert Simms and Brian McMinn and a representative of any other property that may be involved (if it is not leased). The processing fee for a nonmaterial amendment to a major permit is based on the Total Project Cost ("TPC") for the project. Additionally, our regulations require the fee to be doubled because this application arises out of an enforcement investigation. Thus, if the TPC is \$5,000 - \$50,000 the fee is $(\$150 \times 2)$ \$300, if the TPC is \$50,001 - \$100,000 the fee is $(\$200 \times 2)$ \$400, if the TPC is \$100,001 - \$600,000 the fee is $(\$600 \times 2)$ \$1,200, and if the TPC is \$600,001 - \$100,000,000 the fee is 0.10% of TPC x 2.

- B. **Public Access Guarantee.** As you know, Special Condition II.B.2 of the Permit requires that the public access area be guaranteed by a legal instrument prior to use of the parking facility. This condition has not been fulfilled since the parking facility opened for business in 2001. BCDC Permit No. 1998.011.03 was issued on February 19, 2003 to authorize trail realignment, however, as already stated, you failed to execute this amendment and it is now void.

Part of the difficulty in meeting this requirement is that the trail you agreed to construct, maintain, and guarantee is not located entirely on your property. The other issue is you must first amend your Permit to reflect the as-built public access area before you can permanently guarantee it, and you have failed to do so over the last fourteen years. In your amendment request described above, please submit proposed language to revise Special Condition II.B to reflect the property ownership interests in the public access area and, specifically, where the required public access amenities are constructed. You need to inform us which portions of the Public Access area you believe you cannot permanently guarantee and why, and provide evidence to verify your position. You must also submit a map clearly showing these distinctly owned areas. Our plan is to require only the portions of the public access area owned by you, the Permittees, to be subject to the permanent guarantee.

Once the amendment is issued, you shall update and complete the draft legal instruments submitted on March 3, 2003 by Robert Simms and submit to staff counsel: (i) a revised Exhibit A to the legal instrument depicting the property ownership interests; and (ii) a revised Exhibit C to the legal instrument with the legal description for the areas to be permanently guaranteed. Upon receiving a draft, staff counsel will review the package for consistency with the amended Permit and provide comments. Upon counsel's approval of the documents, the permanent guarantee must be executed and recorded. You prepared a draft CC&R in 2003 that may now be useful.

- C. **Transitional Upland Habitat Enhancement.** Special Condition II.I requires that prior to the use of any of the facilities, all rubble must be removed from the perimeter of the three fingers of land used for parking and that the exposed upland perimeters be planted with native plant materials.

During my June 19, 2015 site visit, I observed rubble and sparse vegetation along the finger perimeters; from the record of the Permit it appears that you have never complied with this requirement. Please submit a fill removal and marsh vegetation planting plan for this area that shall be reviewed and approved by staff, pursuant to Special Condition II.A, which also requires you to coordinate with the California Department of Fish and Wildlife.

Following staff approval of this plan, the rubble removal and installation of the native landscaping must immediately occur. Thereafter, you must submit evidence of compliance with the approved plans by either requesting a site visit or submitting photos.

- D. **Wildlife Refuge Area Instrument.** Special Condition II.J.1 of the Permit requires that the wildlife enhancement area be guaranteed by an approved legal instrument, and also requires proof of recordation be submitted to staff 30 days prior to use of the facility; this condition has not been fulfilled since the parking facility opened for business in 2001. You received comments on your most recent draft December 1, 2001, and staff has not received a revised draft. Please submit a revised draft of this legal instrument to be reviewed and approved by counsel. This violation will be resolved upon gaining staff approval of the legal instrument.
- E. **Wildlife Refuge Use Restriction.** Special Condition II.J.2 requires that the wildlife area be restricted for wildlife use only. Your plans submitted on November 24, 1998, show fencing and signage that restrict access to the marsh habitat. However, no fencing or signage was observed during November 13, 2001, and June 19, 2015, site visits. Please install the fencing and signage consistent with the plan dated November 24, 1998. If you wish to fulfill this condition using different fencing than shown in the approved plans, you must submit revised plans for our prior review and approval. This violation will be resolved upon providing evidence that you installed the fencing and signage consistent with a staff-approved plan. You may submit photos or request a site visit.

II. 2015 Violations.

The following violations were discovered during my June 19, 2015 site visit and Permit file review.

- A. **Public Parking Signage.** Special Condition II.B.4.b of the Permit requires that at least eight (8) signed parking spaces are installed to be used exclusively for public access to the shoreline. Two signs shown on plans prepared by Hawkins, and dated October 31, 2001 were approved by staff on November 1, 2001 and installed pursuant to this special condition. However, on my June 19, 2015, site visit I observed that the southern of the two signs was lying on the ground. Please reinstall this sign in a manner consistent with the approved plans and submit a photograph of the newly installed sign or request a site visit.
- B. **Public Parking.** Special Condition II.B.4.b of the Permit is not limited to signage, but also, requires a minimum of eight (8) public parking spaces. On my June 19, 2015, site visit I observed at least 18 cars parked in the area where the eight designated public parking spots are located. I introduced myself to the Park SFO parking attendant on duty and he informed me that it is regular practice to use the public parking spots for valet overflow. This is a permit violation and this practice must immediately cease. The next time staff conducts a site visit and observes any cars that appear to be valet parked in any public shore parking space (more than 36 days from the date of this letter), each car parked in violation of this Permit requirement will be subject to a \$100 per day fine pursuant to Section 11386(g) of the BCDC's administrative regulations.
- C. **Conformity with final approved Signage Plan.** Special Condition II.B.4.e of the Permit requires signs promoting pedestrian use of North Access Road sidewalk and the finger park, and that the number and placement of the signs shall be sufficient to clearly convey the public access opportunities at the site.

Your signage plan, entitled "Preliminary Signage Program for BCDC," prepared by Molly Duff, and dated November 24, 1998, which was approved by staff on August 20, 2001, requires double-sided Public Shore and Bay Trail signs at the corner of North Access Road and the entrance to the parking structure and finger park. However, I did not observe any signage at this location during my June 19, 2015 site visit. You must install double-sided Public Shore and Bay Trail signs at this location following the specifications outlined in the enclosed brochure called "Public Shore Signs".

I also did not observe any signs promoting the finger park or public parking from North Access Road. Based on current conditions, the signage plan is not meeting the permit requirement outlined above. Special Condition II.A.4 states, "in case of any discrepancy between final approved plans and Special Conditions of this authorization... the special condition... shall prevail." Therefore, please submit for staff review and approval, a new signage plan that includes double-sided public shore parking signs and finger park signs to be posted with the missing Public Shore and Bay Trail signs noted above on North Access Road, at the southeastern entrance to the parking structure. This signage plan must meet the signage standard required by Special Condition II.B.4.e of the Permit. Following the receipt of written staff approval, you must install the approved signs. This violation will be resolved upon either providing photographic evidence that you have installed at least 4 new signs or requesting a site visit.

- D. **Conformity with final approved Landscaping Plan.** Special Condition II.A.3 of the Permit requires that all work shall conform to final approved plans, including landscaping plans. In a plan approval letter to you from Brad McCrea, dated April 12, 2007, he requested the submittal of a landscaping plan for his review. In spite of this request, no plan was ever submitted and portions of the public access area have been landscaped absent plan approval. Please submit a final landscaping plan for staff's review and approval. The plan should not depict what is planted but rather a comprehensive landscaping plan, as further discussed in Sections II.E and II.F, below. Upon staff approval, additional planting may be required.
- E. **Failure to Reduce Visual Impacts.** Special Condition II.B.4.g of the Permit requires the landscaping on the south and east sides of the parking structure be designed to screen the parking structure and reduce its visual impacts. Presently, as I observed on my June 19, 2015, site visit, there is no landscaping that reduces the visual impacts created by the parking structure. When you submit the final landscaping plan described above in Section II.D, please include irrigated vegetation in this location that will reduce visual impacts of the south and east sides of the parking structure from the public access areas.
- F. **Maintenance.** Special Condition II.B.6 of the Permit requires you to maintain all public access areas and correct any maintenance deficiencies within 30 days of notice by staff. On my June 19, 2015, site visit I observed several maintenance issues in the public access area including: trash and cigarette butts scattered throughout the finger park; a broken concrete seating area located in finger park; exposed electrical wiring falling out of a light located in the finger park; several dead and dying plants located in finger park and adjacent to public parking area; and faded "sidewalk for pedestrian only" and "watch for vehicular traffic" signs.

As you lack an approved landscaping plan, none of the installed landscaping is approved. Therefore, you must obtain staff approval of a landscaping plan, discussed above, prior to replacing any dead and dying plant material.

Violations II.D, II.E, and II.F will be resolved upon providing evidence that you have installed the authorized and approved landscaping.

- G. **“Finger” Parking Monitoring Reports.** Special Condition II.K requires you to monitor the wildlife habitat surrounding the project site for ten years after the use of the parking facility begins which was in 2001, and submit reports prepared by a qualified biologist at the five and ten year marks, which should have been in 2006 and 2011. Staff never received either of these monitoring reports and, as a result, we do not have this important data for analyzing the affects of the parking on the adjacent habitat. You must immediately prepare and submit a monitoring report by August 30, 2015 (30 days from the date of this letter), and another report in five years by August 30, 2020, both of which must meet the criteria outlined in the Permit. This violation will be resolved upon submittal and approval of the two reports.

III. Resolution of Penalty Portion of Violations.

- A. **Enforcement Options.** Pursuant to Section 11386 of the BCDC’s administrative regulations, you may resolve the penalty portion of the alleged violations outlined above by paying the standardized fines described below or you have the option to seek resolution through a formal enforcement proceeding that would involve a public hearing.
- B. **Standardized Fines for 2001 and 2015 Violations.** For any of the alleged violations described in Sections I.B, I.D, II.A, II.C, II.D, II.E, II.F, and II.G above, if fully corrected within 35 days of the date of this letter as described above, no civil penalty will apply for that violation. For any of the eight violations corrected between 36 and 65 days after the date of the mailing of this letter, you may resolve the penalty portion of the alleged violation by paying a standardized fine of \$1,000 for each violation noted above. For any violation corrected between 66 and 95 days after the date of the mailing of this letter, you may resolve the penalty portion of the alleged violation by paying a standardized fine of \$3,000 for each violation noted above. If corrected more than 95 days after the date of the mailing of this letter, you may resolve the penalty portion of each alleged violation by paying a standardized fine of \$3,000 per violation, plus \$100 per day per violation, from the 96th day to the date each violation is resolved as outlined above.

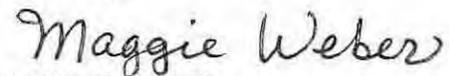
Violations I.B and I.D are presently subject to the maximum administrative fine of \$30,000, as described in a November 15, 2001, letter to you from Ande Bennett. In that same letter, Ms. Bennett stated that there is no standardized fine schedule that applies to Violations I.C and I.E. BCDC staff has reassessed the situation and determined these violations are subject to standardized civil penalties, outlined in the preceding paragraph.

- C. **Cease and Desist and Civil Penalty Order or Court Action.** If you have not corrected all of the alleged violations outlined above within 125 days of the date of this letter, you may no longer have the option to settle this matter with standardized fines and we may, pursuant to sections 66638 and 66641.5(e) of the McAteer-Petris Act, commence a formal enforcement proceeding that could lead to the issuance of a cease and desist and civil penalty order with an administratively imposed civil penalty of between \$10 and \$2,000 per day up to a maximum of \$30,000 per alleged violation.

If any of your actions are determined to be knowing and intentional violations or violate a term of a cease and desist order, Sections 66641.5(c) and 66641 of the McAteer-Petris Act provides that we may refer this matter to the Office of the Attorney General, which could subject you to significant court imposed penalties.

Thank you in advance for your cooperation. Please contact me by email at maggie.weber@bcdc.ca.gov or by phone at (415) 352-3668 if you have any questions.

Sincerely,



MAGGIE WEBER
Enforcement Analyst

Enc. Public Shore Signs guide

MW/go



August 21, 2015



Ms. Maggie Weber, Enforcement Analyst
San Francisco Bay Conservation & Development Commission
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102

Re: Response to your letter dated July 30, 2015, "After-the-Fact" Permit Amendment
And Enforcement of Conditions for ParkSFO

Dear Ms. Weber:

This is a response to the many compliance issues & permit violations alleged in the above referenced writing. First, I was not aware of the "many compliance issues" with the existing permit, as many of the items you have enumerated in your letter were either settled, approved, or remain pending (awaiting some decision by BCDC or the City), and are, therefore, out of my control and responsibility.

I have outlined and responded to each of the items in the order in which they were presented in your letter as follows:

1. Authorized by BCDC to realign trail from south side of San Bruno channel to the north side of the San Bruno Channel.
 - a. ParkSFO requested and received confirmation of our plan to realign trail to North side of San Bruno channel from Brad McCrea on January 23, 2003. See exhibit A, which details the design and landscaping of the area. The trail and landscaping were constructed pursuant to the requested details by BCDC.
 - b. On September 11, 2003, ParkSFO drafted an amendment request requesting that permit 11-98 be amended to reflect the change in Section 11.B.4.d to show the realignment of the trail to the north side of the San Bruno channel. See exhibit B. The draft was sent by John Gibbs. Brad McCrea answered on March 3, 2004 requesting an extension of the 90-day required response. See exhibit C. We complied with BCDC's request for an amendment request and agreed to the

237 Harbor Way
P.O. Box 2505
So. San Francisco, CA 94083
650-871-6137 Phone
650-871-7529 Fax

extension of time. Since that time BCDC has been negotiating with the City. Our amendment request has been delayed by BCDC.

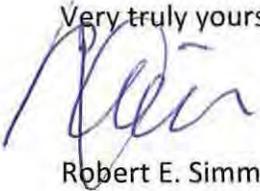
- c. We have submitted plans to BCDC to show “as-built” trail on the north side of the channel. The trail was built per details of the submitted plans and requested by Brad McCrae (Exhibit A). We can replace permit Exhibits A1, A2, and C to reflect the changes.
- d. We have no relevant leases for the property. However, we do have a permit from SFIA. See Exhibit D.
- e. Public Access/Wildlife Enhancement guarantee. On July 26, 2002, I submitted all of the requested documents with the requested revision for the Public Access/wildlife enhancement guarantee to Ms. Ellen M. Sampson, Staff Counsel, BCDC. These documents provide a public access and wildlife enhancement guarantee for the property that is owned, and controlled by ParkSFO. See Exhibit E. These documents were resubmitted in March 3, 2003. We don’t have the ability and we are not required to submit Public Access/Wildlife enhancement guarantee for property we do not own or control.
- f. Transmittal Upland Habitat Enhancement. Special condition II 1 – a complete plan for landscaping, and removal of any large, unsightly concrete and miscellaneous rubble from the fingers was submitted to BCDC (Ande Bennett) and approved. The plan was submitted by Molly duff, landscape architect. The plan was implemented and Ande Bennett inspected the fingers and approved the work after inspection.
- g. Wildlife Refuge Area Instrument. The Wildlife refuge area is located at the tip of the finger piers. The guarantee for this area is contained in the open space guarantee of the fingers included in the documents submitted to Ellen M. Sampson on July 26, 2002, and March 3, 2003
- h. Wildlife Refuge Use Restrictions. We have installed the fencing and signage that was requested and approved by Ande Bennett. I have attached photos of the Wildlife Refuge area located at the tips of each finger pier. See exhibit F
- i. Public Parking Signage. We will reinstall the public parking sign.
- j. Public Parking. The cars that you observed on June 19, 2015 parked in 8 public parking spaces were there temporarily. The cars were staged in the area for approximately one hour and relocated to a permanent location within the garage. However, since you have stated that this is a violation we do not stage cars in the public parking space area.

- k. Conformity with the Final Approved Signage Plan. The signs designated for North Access Road were installed by the City. North Access Road is property owned by the City. You stated that you did not observe any signs promoting the finger park or public parking from North Access Road. Bay Trail signs consistent with dimension and design requirements of BCDC were installed on North Access Road. The signs were installed pursuant to the approved plan of 1998 in early 2000.
- l. Conformity with Final Landscaping Plan. Molly Duff submitted a landscaping plan in early 2000. The landscaping plan was approved, and the landscaping was installed pursuant to the plans, and requested modifications by Ande Bennett. The landscaping has irrigation but the plants have suffered from the drought.
- m. Failure to Reduce Visual Impacts. The land on the south side of the parking structure is owned by the San Francisco International Airport (SFIA), the tidal gate bridge on the south east side of the parking structure is owned by SFIA. There is a fuel pipeline owned by Shell Oil that runs under the SFIA property on the south side of the parking structure. SFIA and Shell Oil have restricted the planting of shrubs or trees over existing pipe lines. See Exhibit G & H. Brad McCrae provided a conceptual sketch that required planting of tall shrubs and low shrubs on the building perimeter, and low drought resistant plantings on the south side of the trail. See Exhibit A. Pursuant to the required restrictions, the landscaping plan was prepared by Molly duff. The plan was approved and the plants were installed pursuant to the plan. Ande Bennett inspected and approved the installation of the landscaping.
- n. Maintenance. The public access area of the park is maintained on a periodic basis. The gardener cleans and trims the park once a week. We have maintained this service for over 14 years. However, at night the park is used by groups of homeless drug addicts. They frequent the homeless shelter just east of the parking structure. The shelter does not allow drinking or drugs on the facility, therefore, each night before they arrive at the homeless shelter, many of their residents stop in the park and drink and/or use drugs. They leave their trash including empty liquor bottles, used syringes etc. in the park on the ground and strewn throughout the landscaping. It is possible that there was trash in the area when you visited, as a result of their nightly misuse. We have instructed our maintenance company to perform twice a week cleanups in an effort to improve park maintenance.
- o. "Finger" Parking Monitoring Reports. We would like to retain a qualified biologist to prepare the report. However, we would like some direction from BCDC regarding acceptable requirements of a qualified biologist.

I have submitted a request to amend the permit for the property that I own and control. As for the application to amend permit 11-98 by the City, it is again, my understanding that BCDC has requested that the City request an amendment to the permit for the property that is owned and controlled by it.

Finally, we are requesting a meeting with you to review all pertinent documents, and relevant facts regarding prior approvals and communications. I am also requesting the procedure for an appeal. Please advise as to what are the necessary steps to file a formal appeal.

Very truly yours,

A handwritten signature in blue ink, appearing to read "R. Simms", written over a faint, illegible typed name.

Robert E. Simms

Enclosures: Exhibits A-H



PUBLIC WORKS DEPARTMENT
(650) 877-8550
FAX (650) 877-8665

August 27, 2015

Ms. Maggie Weber, Enforcement Analyst
San Francisco Bay Conservation and Development Commission
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102

RE: AMENDMENT NO. 4 TO BCDC PERMIT 11-98: REVISIONS
TO THE PERMIT

Dear Ms. Weber:

We are requesting that permit 11-98 be amended pursuant to the following terms in order to reflect as-built improvements to satisfy permit requirements:

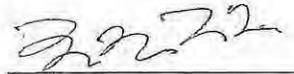
1. Amend Section I.A ...including the "finger" property, in the City of South San Francisco, San Mateo County and property on the north side of San Bruno Channel to the "finger" which is owned by the City and County of San Francisco.
2. Amend Section I.A.1.f. to read "Install, use and maintain a new, 4.5-foot-wide public access sidewalk on the north side of North Access Road from South Airport Boulevard to the south side of the parking structure, and 10-foot-wide public access trail along the north side of San Bruno Channel between the Caltrans bridge and the tidal gate bridge owned by the City and County of San Francisco, and bike lanes from the North Access Road-South Airport Boulevard intersection to the Caltrans bridge; and"
3. Amend Special Conditions II.B.1 Area... and the approximately 7,500-square-foot area of North Access Road to be developed with sidewalks and bike lanes (a portion of the North Access Road Spur Trail), from the intersection with South Airport Boulevard to the north side of the San Bruno Channel that is owned and controlled by the City of South San Francisco and continuing with pathway from North Access Road on the north side of the San Bruno Channel to the "finger" on property owned by the city and County of San Francisco as generally shown on Exhibits A4-1 and A4-2....
4. Amend Special Conditions II.B.2.... in perpetuity except crosswalks which are on property owned by the State of California. The new "pathway" on the north side of the San Bruno Channel from North Access Road to the "finger" park is owned by the City and County of San Francisco and cannot be guaranteed by the City of South San Francisco or Trux Airline Cargo Services.

5. Amend Special Conditions II.B.4.d... bike lanes along North Access Road to the traffic signal and crosswalk on the south side of the bridge over the San Bruno Channel and a new 10.0' wide pathway from the property from North Access Road on the north side of the San Bruno channel to the new "finger" park, including crosswalks where necessary...

6. New Attachment A4-1, A4-2 and A4-3.

7. A copy of the agreement with San Francisco International Airport was attached as Exhibit "D" to Robert Simms' letter dated August 21, 2015.

Very truly yours,



Brian McMinn
City of South San Francisco



Robert B. Simms
Trux Airline Cargo Services

Attachments: A4-1, A4-2, A4-3

Cc: Sam Bautista, Principal Engineer
Robert T. Hahn, Senior Civil Engineer

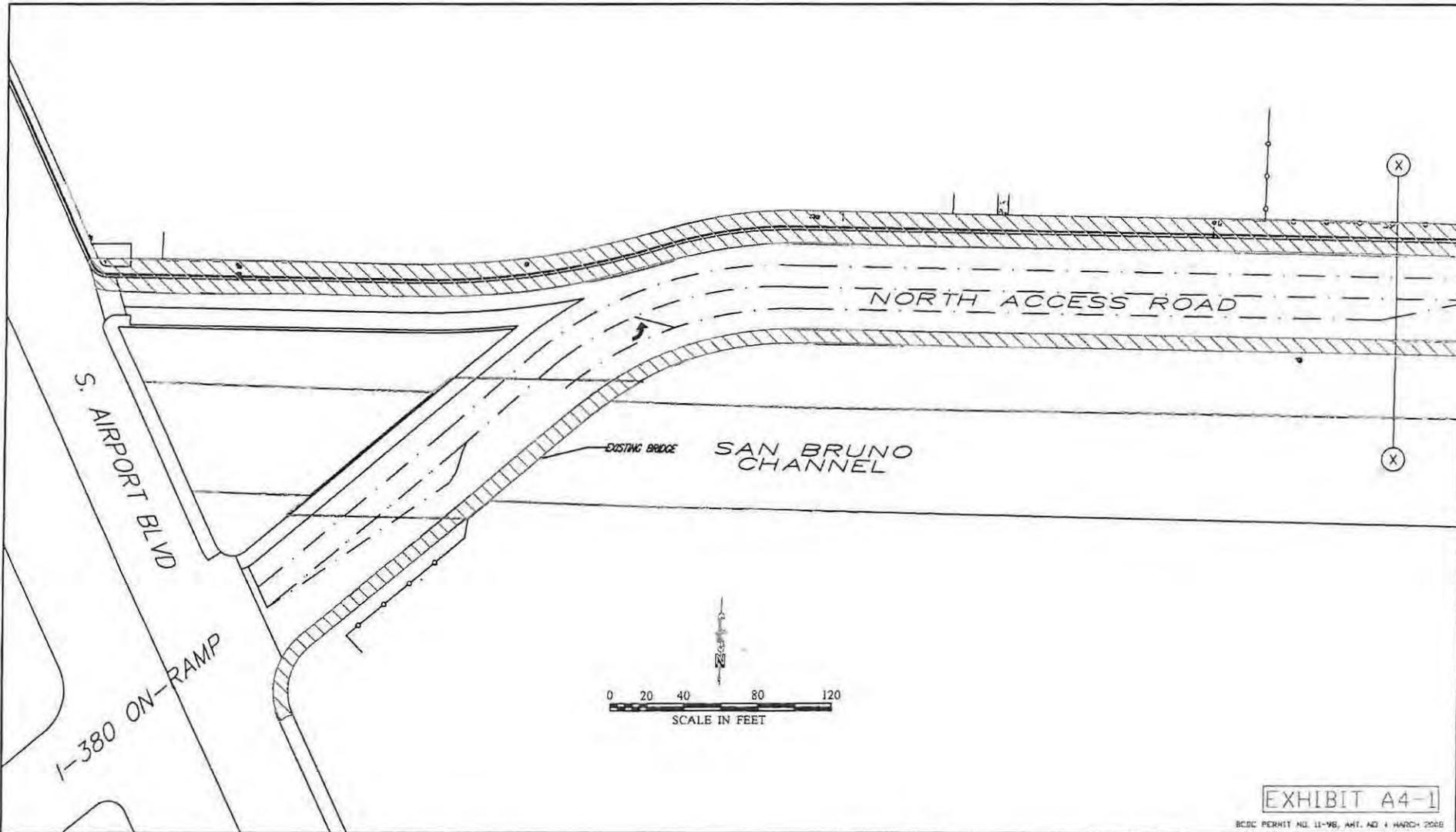


EXHIBIT A4-1

BCSC PERMIT NO. 11-98, ANT. NO. 4 WARD-2088

PUBLIC ACCESS EXHIBIT

-  -NO PUBLIC ACCESS DEDICATED
-  -PROPERTY LINE
-  -DEDICATED PUBLIC ACCESS (CITY OF SSF)



NO.	DATE	TO: REVIEW	BY:	APPRO:	SCALE: AS SHOWN	APPN: 27	DATE: AUG 26 2009	CHKD: ECR/SH
CITY OF SOUTH SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS							<small>2. Update access line to show new proposed public access to be installed</small>	

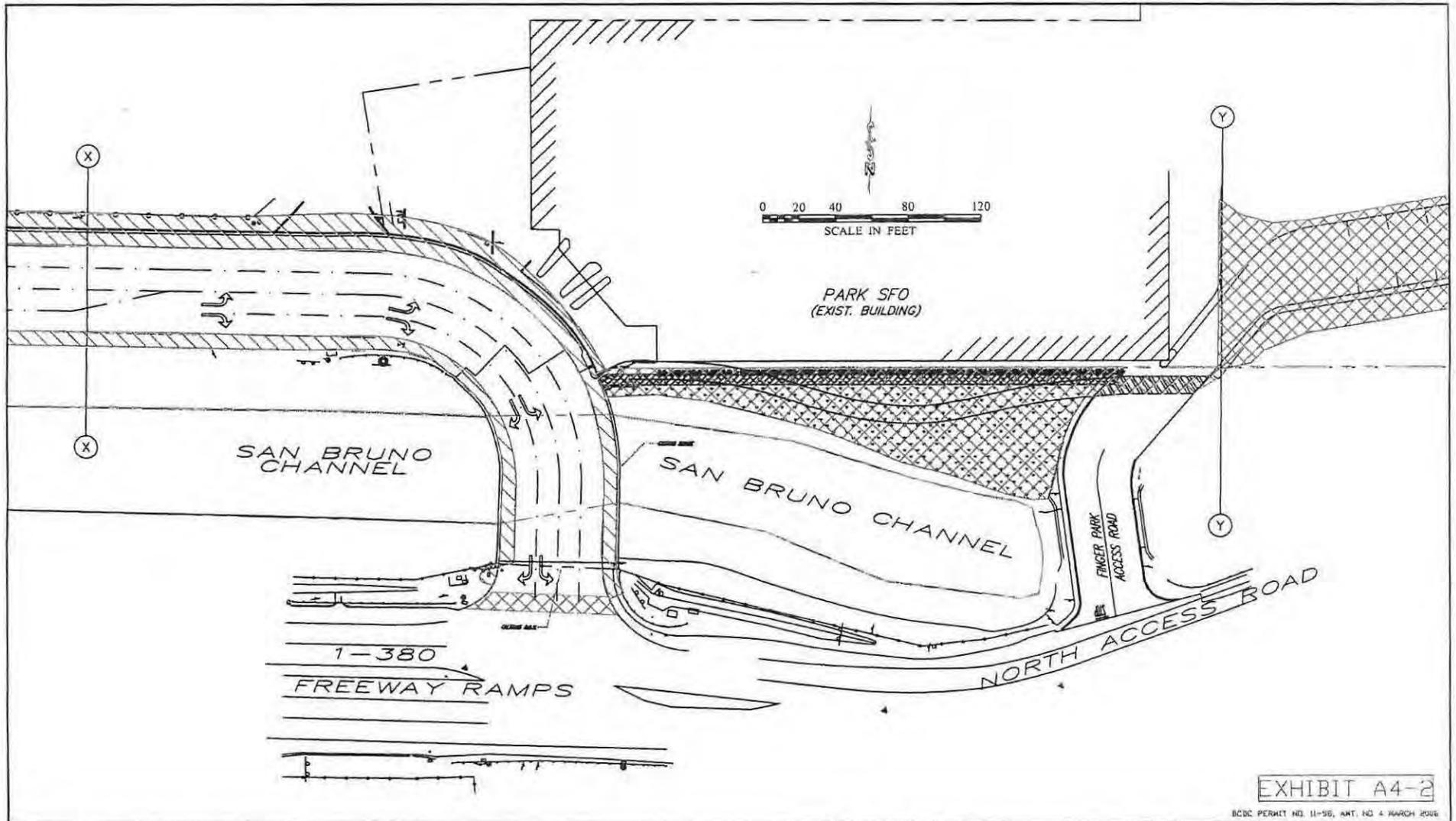


EXHIBIT A4-2

BCDC PERMIT NO. 11-55, ART. NO. 4 MARCH 2016

PUBLIC ACCESS EXHIBIT

-  NO PUBLIC ACCESS DESIGNATED
-  PROPERTY LINE
-  DEDICATED PUBLIC ACCESS (CITY OF SFSF)



NO.	DATE	REVISION	BY	APPD.	SCALE AS SHOWN	APPROVED	DATE	DATE	DATE
CITY OF SOUTH SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS									

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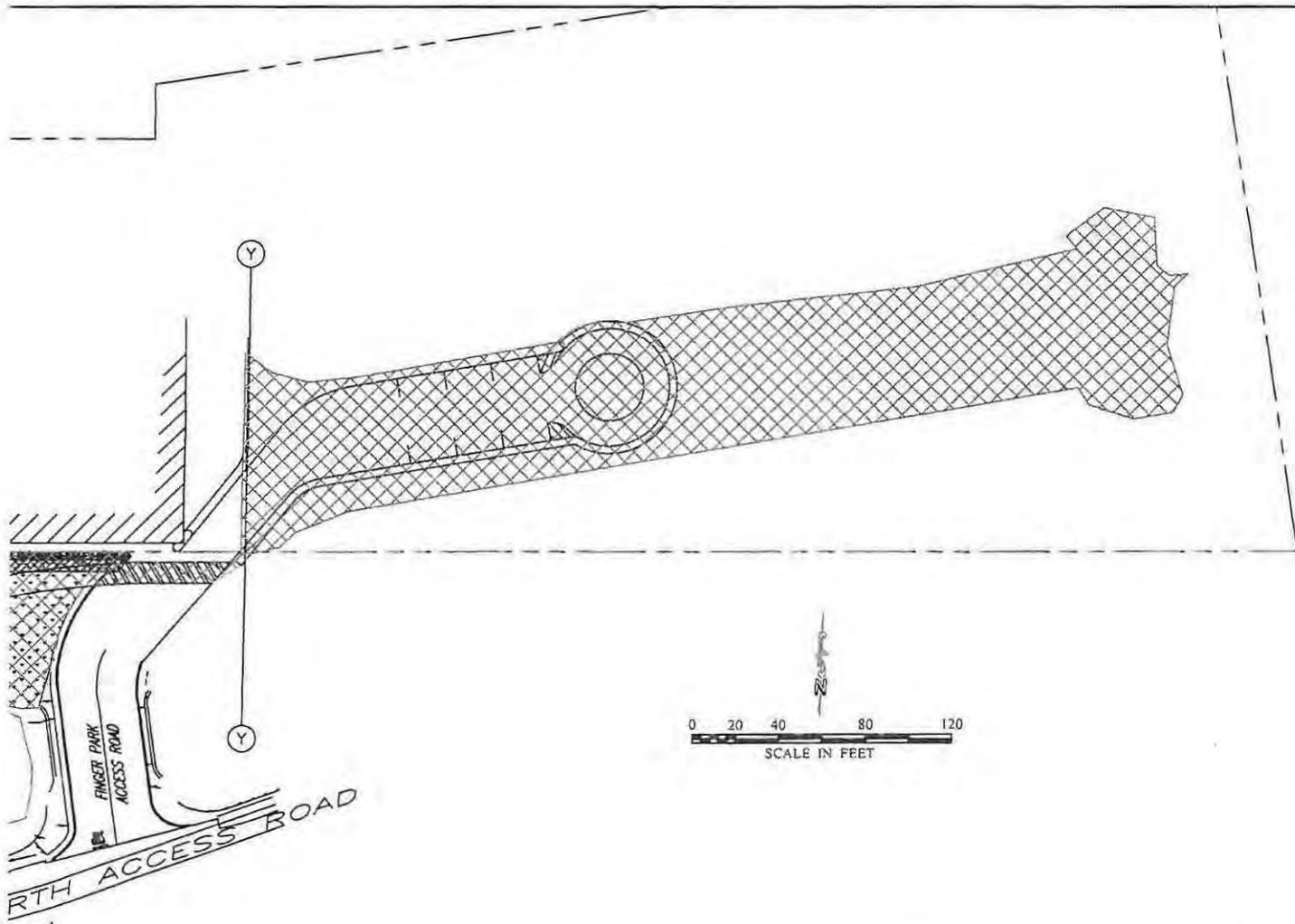


EXHIBIT A4-3

SCDC PERMIT NO. 11-584, ANT. NO. 4 (MARCH 2008)

- NO PUBLIC ACCESS DEDICATED
- PROPERTY LINE
- DEDICATED PUBLIC ACCESS (CITY OF SSF)



CITY OF SOUTH SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS		PUBLIC ACCESS EXHIBIT
NO	DATE	BY (SIGN)
LY	APPRO	SCALE AS SHOWN
DATE	Aug 28, 2008	APPRO: (S)
CITY	CHECKED: (T)	DRAWN: (S)
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San Francisco Bay Conservation and Development Commission

455 Golden Gate Avenue, Suite 10600, San Francisco, California 94102 tel 415 352 3600 fax 415 352 3606

September 29, 2015

Robert Simms
Park SFO
237 Harbor Way
P.O. Box 2505
South San Francisco, CA 94083

AND

Brian McMinn
Department of Public Works
City of South San Francisco
P.O. Box 711
South San Francisco, CA 94080

SUBJECT: After-the-Fact Permit Amendment and Enforcement of Conditions for Park SFO;
Memorialize September 8, 2015 meeting;
(BCDC Permit 1998.11.04 and Enforcement File ER2000.097)

Dear Messieurs Simms and McMinn:

Thank you for meeting with Adrienne Klein and me on September 8, 2015 and also for your application, dated August 27, 2015, received in this office on August 31, 2015, to reflect the as-built public access improvements. Adrienne and I are happy we had the opportunity to sit down with both of you and discuss the outstanding compliance issues and resolve some misunderstandings regarding the history of the Permit and its requirements. The purpose of this letter is to summarize our meeting, provide comments on, and the status of, the compliance issues outlined in my July 30, 2015 letter, and reiterate what we still need from you in order to file your amendment application as complete.

- A. **Public Access Area.** Thank you for submitting your application to amend the Permit after-the-fact and including proposed language to revise the language in Section I.A and Special Condition II.B of the Permit so it accurately reflects the as-built public access areas on site.

As we discussed on September 8, there was a misunderstanding as to what "Exhibit A" is. In order to satisfy this permit requirement, please provide a revised Exhibit A that clearly shows all public access amenities located on all the properties subject to and required by the Permit. This exhibit will not be recorded but will serve as an accurate public access exhibit for the Permit. Additionally, please provide a processing fee for

info@bcdca.gov | www.bcdca.gov
State of California | Edmund G. Brown, Jr. — Governor



Exhibit #35

this nonmaterial amendment to the Permit that is consistent with the fee schedule I outlined for you in my July 30th letter; the total project cost shall be based on the cost of the trail realignment. Upon receipt of these two items, the application will be filed as complete and we can prepare and issue the amendment.

- B. **Public Access Guarantee.** Since our meeting, I've discussed with staff counsel the practicalities of satisfying this requirement and he advised me that although the Permit requires one distinct public access area to be recorded and guaranteed to the public, because both Mr. Simms and the City are co-permittees with separate and distinct property ownership interests, two separate legal instruments and exhibits must be recorded to satisfy this requirement.

Consequently, I have provided Mr. Simms' 2003 submittal to staff counsel for his review and I will let you know what his comments for revision are, if any. Because the public access area located on Mr. Simms' property will not be affected by the forthcoming amendment, once staff counsel has determined that the 2003 legal instrument and exhibit are consistent with the Permit, Mr. Simms shall record it with San Mateo County within 30 days of approval, regardless of whether or not BCDC Permit No. 1998.011.04 has been issued yet.

Additionally, the City still needs to submit a proper legal instrument and exhibit for staff counsel's review that clearly guarantees the public access area located on the City's property to the public. Further instructions for completing the public access guarantee can be found on our website under the Permit Application Forms and Fees Quick Link. Once the amendment for the trail realignment is issued and staff counsel has approved the City's legal instrument and exhibit for the public access guarantee, the City shall record the documents with San Mateo County within 30 days.

- C. **Transitional Upland Habitat Enhancement and Wildlife Refuge Use Restriction.** Special Condition II.I of the Permit requires that prior to the use of any of the facilities, all rubble must be removed from the perimeter of the three fingers of land used for parking and that the exposed upland perimeters be planted with native plant materials. Special Condition II.J.2 requires that the wildlife area along the perimeter of the fingers be restricted for wildlife use only.

During our September 8 meeting, Mr. Simms brought to our attention the fact that the November 24, 1998 Rest Parking Facility Plan, prepared by Molly Duff, provides for the transitional upland habitat enhancement and wildlife refuge use restriction requirements. Although what is shown in the plan is only partially consistent with Special Conditions II.I and II.J.2, BCDC staff approved the plan on August 20, 2001 and therefore, there is no compliance issue relating to these items. In the forthcoming

signage) and the plan could have been conditionally approved so long as the benches and signage were included. Because the finger park landscaping generally appears to conform to the proposed Planting Plan, staff can accept the landscaping to conform to the submitted Planting Plan. However, this does not resolve the maintenance issue.

Special Condition II.B.6 of the Permit requires you to maintain all public access areas and correct any maintenance deficiencies within 30 days of notice by staff. In addition to the trash issues at the finger park, most of the landscaping is comprised of dead and dying plants that have simply past their lifetime. As we discussed, you can either replant consistent with the 1998 Planting Plan, or you can propose to us a revised planting plan with drought tolerant plants that may be heartier and easier to maintain. This compliance issue will be resolved upon staffs' receipt of proof that the finger park is maintained to the standard set forth by the Permit, either by replanting consistent with the 1998 Planting Plan or obtaining staff approval of a revised planting plan and re-landscaping the finger park accordingly. Proof can either be in the form of submitting photographs to staff or requesting a site visit.

- H. **Failure to Reduce Visual Impacts.** Special Condition II.B.4.g of the Permit requires the landscaping on the south and east sides of the parking structure be designed to screen the parking structure and reduce its visual impacts. The landscaping in this area adjacent to the trail realignment was never approved nor does it reduce the visual impacts of the parking structure. Even though the land on the south side of the parking structure is owned by San Francisco International Airport ("SFIA") and Shell Oil has an easement in order to operate and maintain an active petroleum pipeline at this location, we have established that Shell Oil and SFIA don't completely restrict landscaping at this location. Mr. Simms attached two exhibits to his August 21, 2015 correspondence that are relevant to this issue, Exhibits G and H. Exhibit G is a February 8, 2002 letter from SFIA to BCDC stating that "ground cover is SFO's preferred type of landscaping." Exhibit H is a February 7, 2001 letter from Shell Oil to Mr. Simms stating that "if you must landscape this property, please plan to use a shallow root plant that minimizes the above ground coverage area." Therefore, it is possible to landscape this area consistent with the Permit requirement as neither letter precludes screening landscaping.

In order to resolve this compliance issue, please submit a proposed landscaping plan for this area consistent with Special Condition II.B.4.g, and the guidelines set by Exhibits G and H. BCDC staff supports planting the screening vegetation in planters located adjacent to the south and east sides of the parking structure if you find that this method is necessary in order to satisfy the Permit and SFIA's recommendations. Once staff approves a planting plan for this area, you shall plant vegetation consistent with the approved plan and submit proof to staff that landscaping has been installed to properly screen the structure, either by submitting photos or requesting a site visit.

Robert Simms and Brian McMinn
Park SFO/ City of South San Francisco
September 29, 2015
Page 5

- I. **Finger Park Monitoring Reports.** Thank you for agreeing to submit the two, past due monitoring reports. As we discussed on September 8, a qualified biologist is someone with experience dealing with marsh and bay habitats. During our meeting, I agreed to review a curriculum vitae for a prospective marsh biologist to confirm their qualifications before you retain them, however as of the date of this letter, I have not received one. This violation will be resolved upon submittal and approval of the two reports in conformance with the Permit's requirements.

Thank you for your continued cooperation. I look forward to receiving the above described items and working with you to resolve the Permit violations and bring Park SFO and City of South San Francisco into compliance. Please contact me by email at maggie.weber@bcdc.ca.gov or by phone at (415) 352-3668 if you have any questions.

Sincerely,



MAGGIE WEBER

Enforcement Analyst

MW/go

Subject: Re: WRA Biologist

Date: Thursday, November 5, 2015 at 10:38:46 AM Pacific Standard Time

From: Weber, Maggie@BCDC

To: Bob Simms

Hi Bob,

I have worked with WRA many times and although I am not familiar with Garcia and Associates, I have reviewed their website and this firm seems to have the necessary expertise. Either of these biologist are qualified to complete your monitoring report.

Earlier this week I met with Marc Zeppetello, Chief Counsel, about your draft permanent guarantees for the public access and open space restrictions and Marc has a few comments for revisions. You should expect to hear back from one of us in the next week or so about the necessary modifications.

Best,

Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668

From: Bob Simms <rsimms@parksfo.com>

Date: Wednesday, November 4, 2015 at 3:03 PM

To: Maggie Weber <maggie.weber@bcdc.ca.gov>

Subject: WRA Biologist

Maggie,

Attached is information regarding qualifications of biologist to provide the report required by our permit. I have also contacted a biologist at Garcia and Associates in San Francisco. Please let me know if these companies are qualified to provide the report.

Thank you,
Bob

Subject: Re: Park SFO Permanent Guarantee Instruments for Public Access and Open Space

Date: Tuesday, November 10, 2015 at 11:15:30 AM Pacific Standard Time

From: Weber, Maggie@BCDC

To: Bob Simms, Zeppetello, Marc@BCDC

CC: Klein, Adrienne@BCDC, McMinn, Brian

Hi Bob,

Marc Zeppetello, BCDC Chief Counsel, and I just met to discuss the draft permanent guarantee instruments you submitted for the public access and open space areas located on your property. Marc has several comments for revision and instead of writing you a cumbersome letter with all the necessary modifications and points of clarification that you would need to respond to, we decided it would be easier for all parties if you could provide us with both documents in Word form. This way, Marc can write track changes within the Word documents and you can accept or respond within those documents. We feel that this will lead to the most efficient resolution of this portion of the violation.

As a reminder, civil penalties shall continue to accrue until all the the Permit violations cited in the September 29, 2015 letter are resolved.

As of the date of this email, we have not received a draft permanent guarantee for the public access area located on City of South San Francisco's property or a complete amendment application. As stated in the September 29th letter, in order to complete your amendment application, you must still submit a revised Exhibit A that clearly shows all public access amenities located on all the properties subject to and required by the Permit, and a processing fee. As you know, the violations cannot be fully resolved until this amendment, among other things, is issued. Please refer to the September 29th letter for instructions on how to resolve all of the outstanding Permit violations in order to bring the Permit into compliance and stop the accrual of civil penalties.

Thank you in advance for your cooperation. Please let me know if you have any questions.

Best,

Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668

Subject: Re: Permanent Guarantees for Public Access and Open Space requirements for BCDC Permit No. 1998.011.04

Date: Monday, December 21, 2015 at 11:20:09 AM Pacific Standard Time

From: Weber, Maggie@BCDC

To: Bob Simms

CC: Zeppetello, Marc@BCDC

BCC: Klein, Adrienne@BCDC

Hi Bob,

I just tried to reach you at your office, but your receptionist said you were out. This morning I spoke with staff counsel, Marc Zeppetello, and we have determined that it is probably best to start from scratch with the permanent guarantees since your submittal requires more information and revisions, and you do not have these documents saved electronically. Also, our permanent guarantee forms have been updated since your last submittal. Marc and I are happy to walk you through this process and are available Tuesday after 11 and all day Wednesday- hopefully one of these time slots work for you.

Best,

Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668

Subject: Re: Planting Plan, signage, Amendment application for BCDC Permit No. 1998.011.04
Date: Tuesday, January 19, 2016 at 5:46:54 PM Pacific Standard Time
From: Weber, Maggie@BCDC
To: Bob Simms
CC: McMinn, Brian, Miramontes, Ellen@BCDC, Klein, Adrienne@BCDC, McCrea, Brad@BCDC, Zeppetello, Marc@BCDC, Hahn, Robert
BCC: Hoang, Tinya@BCDC, Michaels, Jaime@BCDC

Hi Bob,

Thank you for meeting with BCDC staff on site today, as well as the sign specs and planting plan submittals; below, Ellen and I have provided a few comments for revision. Additionally, I have a few comments regarding items I observed on the site visit today.

1. Signage Specs. Thank you for submitting these signage specs for signage at the corner of North Access Road and the east entrance to the parking structure. These signs are for people heading east on North Access Road, therefore, the directional arrow for the "public shore parking" sign should be pointed to the left towards the parking spaces adjacent to the finger park. Per my September 29, 2015 letter, we also need a Bay Trail sign here, as required by your approved signage plan.
2. Planting Plan. Thank you for submitting the planting plan. It looks great except for the fact that it does not address reducing the visual impacts from the parking garage, as required by Special Condition II.B.4.g of the Permit and discussed in my September 29, 2015 letter. Also, in #1 of General Notes, please revise the City name and make sure all work and materials conform to the requirements of City of South San Francisco and latest applicable codes.
3. Public Parking Signage. Today I observed that the missing public parking sign on the south side of the public parking area is still missing and has not been replaced. I also noticed that the bush adjacent to the public parking sign on the north side of the public parking area is overgrown making it difficult to see this sign. Please trim this bush, reinstall the south sign, and provide photographic evidence that this has been accomplished.
4. Unauthorized gate/fence. Today on the site visit I realized that the gate/fence located between the parking structure and public parking area is not authorized. We can authorize it within this current amendment, however in order to do so, you need to revise your amendment request letter to request after the fact authorization for the gate/fence. Please let me know if you have any questions about this.
5. Completing your amendment request. Finally, we are still waiting on a revised "Exhibit A-1" per my comments provided by email on 1/14/16. Upon receiving a revised acceptable Exhibit A-1 and a revised Amendment request letter that requests after-the-fact authorization for the gate/fence, your amendment application will be deemed filed as complete.

Thanks again, we look forward to reviewing more submittals.

Best,

Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668

Subject: Re: Park SFO Expansion Project

Date: Friday, January 22, 2016 at 9:45:32 AM Pacific Standard Time

From: Zeppetello, Marc@BCDC

To: Bob Simms

CC: Weber, Maggie@BCDC

Bob,

To follow up on our discussion at the site visit on finalizing the open space and public access agreements, please go the BCDC website and click on Permits, and then click the tab Forms and Fees. On the right side of the page you will see a box that says:

Other Forms for Requirements of Permit Conditions

If you click on the last link in that box, which says: Instructions for completing assignment and partial assignment forms, you will see the following forms:

Forms

[Agreement imposing public access restrictions on the use of real property](#) 70KB | Doc, 30 KB

[Agreement imposing open space restrictions on the use of real property](#) 66KB | Doc, 30 KB

Please download both of those Agreements as Word documents. Please fill in the blanks on both of those forms with the narrative from the applicable places on the current (but more than 10-year old) versions of the draft open space and public access agreements.

After you do the above, please send me the Word documents by email. I will then be able to provide necessary revisions electronically, by redlining the Word documents. At that point, we can set up a call to go over the exhibits to each document and discuss any questions or remaining issues.

Please let me or Maggie know if you have any questions on this.

Thanks, Marc

Marc A. Zeppetello
Chief Counsel
San Francisco Bay Conservation
and Development Commission
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102

Telephone: (415) 352-3655
marc.zeppetello@bcdca.gov

From: Bob Simms <rsimms@parksfo.com>

Date: Thursday, January 21, 2016 at 6:52 PM

To: Marc Zeppetello <Marc.Zeppetello@bcdc.ca.gov>, "'McMinn, Brian'" <Brian.McMinn@ssf.net>

Cc: "Hoang, Tinya@BCDC" <tinya.hoang@bcdc.ca.gov>, "McCrea, Brad@BCDC" <brad.mccrea@bcdc.ca.gov>

Subject: RE: Park SFO Expansion Project

Marc,

Attached is the requested letter from my broker.

Bob

From: Zeppetello, Marc@BCDC [<mailto:marc.zeppetello@bcdc.ca.gov>]

Sent: Thursday, January 14, 2016 11:27 AM

To: Bob Simms <rsimms@parksfo.com>; McMinn, Brian <Brian.McMinn@ssf.net>

Cc: Hoang, Tinya@BCDC <tinya.hoang@bcdc.ca.gov>; McCrea, Brad@BCDC <brad.mccrea@bcdc.ca.gov>

Subject: Park SFO Expansion Project

Dear Mr. Simms,

Thank you for meeting with BCDC staff on Tuesday to discuss the proposed Park SFO Expansion Project. I am writing to follow up regarding one of the comments made at the meeting. You explained that a primary reason for locating the proposed public access area along the west and north side of the proposed parking structure, rather than along the east, Bay side, as urged by BCDC staff, is the inability to obtain insurance coverage given the potential conflicts between automobiles and trail users. This is to request that you provide support for the statement regarding the insurance concern. One way to do so would be to set up a conference call with your insurance broker or agent, me, and yourself or another representative of Park SFO. Alternatively, please have your insurance broker or agent contact me directly. Another option is have your insurance broker or agent submit a letter to you, which you could then provide to BCDC, stating that the insurance company would not provide coverage if a trail for public access were located along the east side, Bay side of the proposed structure, as set forth in drawings previously provided by BCDC.

Thanks for providing further information on this issue. Please contact me if you have any questions.

Regards, Marc

Marc A. Zeppetello

Chief Counsel

San Francisco Bay Conservation

and Development Commission

455 Golden Gate Avenue, Suite 10600

San Francisco, CA 94102

Telephone: (415) 352-3655

marc.zeppetello@bcdc.ca.gov



Office Of The
Director of Public Works

February 5, 2016

Ms. Maggie Weber, Enforcement Analyst
San Francisco Bay Conservation and Development Commission
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102

RE: AMENDMENT NO. 4 TO BCDC PERMIT 11-98: REVISIONS TO THE PERMIT

Dear Ms. Weber:

We are requesting that permit 11-98 be amended pursuant to the following terms in order to reflect as-built improvements to satisfy permit requirements:

1. Amend Section I.A "...including the "finger" property, in the City of South San Francisco, San Mateo County, and property on the north side of San Bruno Channel to the "finger" which is owned by the City and County of San Francisco."
2. Amend Section I.A.1.f. to read "Install, use and maintain a new, 4.5-foot-wide public access sidewalk on the north side of North Access Road from South Airport Boulevard to the south side of the parking structure, and 10-foot-wide public access trail along the north side of San Bruno Channel between the Caltrans bridge and the tidal gate bridge owned by the City and County of San Francisco, and bike lanes from the North Access Road-South Airport Boulevard intersection to the Caltrans bridge; and"
3. Amend Special Conditions II.B.1 "Area.....and the approximately 7,500-square-foot area of North Access Road to be developed with sidewalks and bike lanes (a portion of the North Access Road Spur Trail), from the intersection with South Airport Boulevard to the north side of the San Bruno Channel that is owned and controlled by the City of South San Francisco and continuing with pathway from North Access Road on the north side of the San Bruno Channel to the "finger" on property owned by the City and County of San Francisco, as generally shown on Exhibits A4-1 and A4-2,...."
4. Amend Special Conditions II.B.2 "...in perpetuity except crosswalks which are on property owned by the State of California. The new "pathway" on the north side of the San Bruno

CITY CC JIL 2016

MARK ADDIEGO, MAYOR
PRADEEP GUPTA, PH.D., VICE MAYOR
LIZA NORMANDY, COUNCILMEMBER
KARYL MATSUMOTO, COUNCILMEMBER
RICHARD A. GARBARINO, COUNCILMEMBER

MIKE FUTRELL, CITY MANAGER

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& DEVELOPMENT COMMISSION

Channel from North Access Road to the "finger" park is owned by the City and County of San Francisco and cannot be guaranteed by the City of South San Francisco or Trux Airline Cargo Services. If the portion of the pathway from North Access Road to the "finger" park is removed per request of the City and County of San Francisco, the secondary connection to the "finger" park as required in Special Condition II-B-5 below, shall, by instrument or instruments acceptable to counsel for the Commission,...."

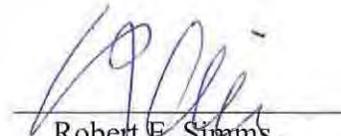
5. Amend Special Conditions II.B.4.d "... bike lanes along North Access Road to the traffic signal and crosswalk on the south side of the bridge over the San Bruno Channel and a new 10-foot-wide pathway from the property from North Access Road on the north side of the San Bruno channel to the new "finger" park, including crosswalks where necessary..."
6. Amend Special Conditions II.B.5 "If for any reason the airport eliminates the pathway from North Access Road to the "finger" park on the north side of the San Bruno Channel on property owned by the City and County of San Francisco and any portion of the North Access road Spur Trail owned or controlled by the permittees because the SFO Airport needs those areas for airport related purposes, the permittees shall provide a new, improved public access connection from the City of South San Francisco controlled portion of the North Access Road Spur Trail, along the north shoulder of North Access Road from the Caltrans bridge to the Airport's Tidal Gate Bridge Road."
7. The fence is 89 feet long and 6 feet high. There are 2 gates, one is 20 feet long and 6 feet high, and the other is 17 feet long and 6 feet high. The fence and gates are made of steel, and are located at the east end of the parking structure. They were placed there after the bridge was installed to prevent the trespassers from entering the driveway unlawfully, and prevent safety, and security hazards. This avoids safety conflicts between the pedestrians and the cars.
8. New Attachment A4-1, A4-2 and A4-3.

The attached letter from the San Francisco International Airport conveys the understanding of the Airport Director regarding the portion of the public access trail along the north side of the San Bruno Channel which is on the property of the City and County of San Francisco.

Very truly yours,



Brian McMinn
City of South San Francisco



Robert E. Simms,
Trux Airline Cargo Services

Attachments: A4-1, A4-2, A4-3

Letter from the San Francisco International Airport dated June 19, 2015

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SAN FRANCISCO PLANNING
& DEVELOPMENT COMMISSION

Subject: Re: Wildlife report
Date: Wednesday, February 10, 2016 at 12:38:03 PM Pacific Standard Time
From: Weber, Maggie@BCDC
To: Bob Simms
CC: McMinn, Brian
BCC: Klein, Adrienne@BCDC

Hi Bob,

Thank you for completing the first of two monitoring reports required by Special Condition II.K of the Permit. Staff will review and let you know if we have any questions.

Best,
Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668

From: Bob Simms <rsimms@parksfo.com>
Date: Tuesday, February 9, 2016 at 3:26 PM
To: Maggie Weber <maggie.weber@bcdc.ca.gov>
Subject: Wildlife report

Hi Maggie,

Attached is a copy of the Habitat Assessment Report.

Thanks,

Bob

Subject: Re: Bay trail signs pic 1
Date: Thursday, February 11, 2016 at 10:40:14 AM Pacific Standard Time
From: Weber, Maggie@BCDC
To: Robert Simms
CC: McMinn, Brian, Klein, Adrienne@BCDC

Hi Bob,

I just left you a message returning your call.

The signs at this location look good to go and you can go ahead and pour the concrete in. Please keep me updated on your progress for fixing the public parking signs.

Thanks,
Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668

From: Robert Simms <rsimms@parksfo.com>
Date: Wednesday, February 10, 2016 at 4:57 PM
To: Maggie Weber <maggie.weber@bcdc.ca.gov>
Subject: Fwd: Bay trail signs pic 1

Photo of signs

Sent from my iPhone

Begin forwarded message:

From: Candace Simms <csimms@parksfo.com>
Date: February 10, 2016 at 4:48:19 PM PST
To: Robert Simms <rsimms@parksfo.com>
Subject: Bay trail signs pic 1

Subject: Fwd: Bay trail signs pic 1

Date: Wednesday, February 10, 2016 at 4:57:11 PM Pacific Standard Time

From: Robert Simms

To: Weber, Maggie@BCDC

Photo of signs

Sent from my iPhone

Begin forwarded message:

From: Candace Simms <csimms@parksfo.com>

Date: February 10, 2016 at 4:48:19 PM PST

To: Robert Simms <rsimms@parksfo.com>

Subject: Bay trail signs pic 1



Subject: Fwd: Bay trail pic 2

Date: Wednesday, February 10, 2016 at 4:55:48 PM Pacific Standard Time

From: Robert Simms

To: Weber, Maggie@BCDC

Photo of signs on south-east side

Sent from my iPhone

Begin forwarded message:

From: Candace Simms <csimms@parksfo.com>

Date: February 10, 2016 at 4:48:58 PM PST

To: Robert Simms <rsimms@parksfo.com>

Subject: Bay trail pic 2



Subject: Fwd: Bay trail pic 3

Date: Wednesday, February 10, 2016 at 4:54:30 PM Pacific Standard Time

From: Robert Simms

To: Weber, Maggie@BCDC

Photo of signs on south-east side.

Sent from my iPhone

Begin forwarded message:

From: Candace Simms <csimms@parksfo.com>

Date: February 10, 2016 at 4:49:43 PM PST

To: Robert Simms <rsimms@parksfo.com>

Subject: Bay trail pic 3



Subject: Returning your call

Date: Wednesday, February 10, 2016 at 1:49:23 PM Pacific Standard Time

From: Weber, Maggie@BCDC

To: Bob Simms

CC: McMinn, Brian, Klein, Adrienne@BCDC

Hi Bob,

I just left a message with your staff, returning your call from yesterday regarding signage. The parking sign should go in the same location it was before it fell down, and the signs directing the public to the public parking and finger park should be at the corner of north access road at the south-east entrance to the parking structure. Both of these locations are the locations that were authorized on your approved signage plan. Additionally, please prune the vegetation obstructing the parking sign that is still standing so it is easily visible. Please let me know if you have any more questions. When you get these in the ground, please send over photographs or request a site visit.

Thanks,

Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668

Subject: Re: Plant renovation plan

Date: Friday, February 19, 2016 at 2:56:05 PM Pacific Standard Time

From: Weber, Maggie@BCDC

To: Bob Simms, jeanne@jlaula.com

CC: McMinn, Brian, Miramontes, Ellen@BCDC, Klein, Adrienne@BCDC

Hi Bob and Jeanne,

Ellen, Adrienne and I have reviewed your plant renovation plan you submitted February 9 and have a few comments for revision:

- Thank you for reducing the visual impact of the parking structure on the south side, but Special Condition II.B.4.g of the permit requires visual screening on both the east and south sides of the parking structure. You may utilize planter boxes to achieve this goal. Please revise the planting plan to include visual screening for the east side of the parking structure.
- Please change the proposed *Baccharis pilularis consanguinea*, which reaches up to 6 feet in height, to *Baccharis pilularis* 'Pigeon Point' or another lower variety of coyote bush to increase feeling of personal safety and dissuade undesirable behaviors in the area.
- Please change *Arctostaphylos* 'Howard McMinn' to a lower variety of manzanita for similar safety concerns, unless you have a specific reason for using this variety.

Thank you for your work on this, we look forward to reviewing the revised planting plan. Please let us know if you have any questions.

Best,
Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668

From: Maggie Weber <maggie.weber@bcdc.ca.gov>
Date: Wednesday, February 10, 2016 at 12:01 PM
To: Bob Simms <rsimms@parksfo.com>
Cc: "McMinn, Brian" <Brian.McMinn@ssf.net>
Subject: Re: Plant renovation plan

Hi Bob,

Thank you for sending this over. I have forwarded it along to Ellen Miramontes and I will get back to you with her comments.

Thanks again,
Maggie Weber
Enforcement, Coastal Program Analyst II
San Francisco Bay Conservation and Development Commission (BCDC)
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019
(415) 352-3668