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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

PARNASSUS NEIGHBORHOOD
COALITION; and CALVIN WELCH,

Plaintiffs/Petitioners,

v.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF CALIFORNIA; and DOES
1 through 10, inclusive,

Defendants/Respondents.

CASE NO. FILE BY FAX

**VERIFIED COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF; PETITION FOR WRIT OF
MANDATE; AND ELECTION TO
PREPARE ADMINISTRATIVE RECORD**

(Code Civ. Proc., §§ 1060, 1085; Pub.
Resources Code, §§ 21000, et seq.)

**ACTION BASED ON CALIFORNIA
ENVIRONMENTAL QUALITY ACT
(CEQA)**

INTRODUCTION

Plaintiffs and Petitioners PARNASSUS NEIGHBORHOOD COALITION (“PNC”) and CALVIN WELCH (collectively, “Plaintiffs”) petition this Court for a writ of mandate, and concurrently bring a complaint for declaratory and injunctive relief directed to Defendants and Respondents THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA (“Regents” or “Defendants”), alleging as follows:

1. Consistent with its prior practice for decades, the Regents approved an updated Long Range Development Plan in November 2014 (“2014 LRDP”) that guides growth and outlines projected development levels and patterns for UCSF at all of its main campus sites through 2035.

2. But a little over two years after that action, the Regents abruptly changed course. In early 2018, long before the 2035 development horizon of the 2014 LRDP, the Regents began an entirely new and peculiar planning process that was individual to the Parnassus Heights Campus, and resulted in development of the UCSF Comprehensive Parnassus Heights Plan (“CPHP” or “Project”) that is the subject of this action.

3. Euphemistically referred to as a “revitalization,” the Project proposes a dramatic increase in development density at the Parnassus Heights Campus – including development of approximately 2.9 million gross square feet (“gsf”) of new building space at Parnassus Heights. The total amount of campus space at Parnassus Heights upon full implementation of the CPHP would be 6.0 million gsf.

4. This 6.0 million gsf flagrantly violates the Regents’ permanent development space ceiling of 3.55 million square feet for the Parnassus Heights Campus (“Space Ceiling”). The Space Ceiling was a part of the bargained-for exchange back in 1976, and has been repeatedly affirmed by the Regents (to their benefit) and relied upon by others for decades.

5. The Project is not a minor deviation from the Space Ceiling. It would shatter the 3.55 million square foot Space Ceiling by an additional 1.5 million square feet. Moreover, and

8. The Regents are not above the law. Plaintiffs seek declaratory relief to establish their rights and the Regents' obligations with respect to the Space Ceiling as well as a peremptory writ of mandate seeking to set aside the Regents' approval of the CPHP and its certification of the EIR.

10. Plaintiff/Petitioner CALVIN WELCH is an individual who resides in the Haight-Ashbury neighborhood of San Francisco in close proximity to the UCSF Parnassus Heights campus.

11. Defendant/Respondent THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA is a public trust corporation and state agency established pursuant to the California Constitution and vested with administering the University of California. The Regents own and operate the UCSF Parnassus Heights campus that is the subject of this litigation. The Regents acted as both the CEQA “project applicant” and “lead agency” for the Comprehensive Parnassus Heights Plan (“CPHP”). The UCSF Parnassus Heights campus is within the Regents’ jurisdictional limits, and the Regents are ultimately responsible for the commitments of the University.

12. The true names and capacities, whether individual, corporate, associate, governmental, co-conspirator, partner or alter-ego of those Defendants sued herein under the fictitious names of DOES 1 through 10, inclusive, are not known to Plaintiffs, who therefore sues those Defendants by such fictitious names. Plaintiffs will ask leave of Court to amend this Complaint and insert the true names and capacities of these Defendants when the same have been ascertained. Plaintiffs are informed and believe and, on that basis, allege, that Defendants designated herein as DOE Defendants are legally responsible in some manner for the events and happenings alleged in this Complaint, and that Plaintiffs’ alleged injuries were proximately caused by said Defendants’ conduct.

FACTUAL BACKGROUND

UCSF Parnassus Heights and the Space Ceiling

13. Beginning in the early 1960’s, several different institutions, including the UCSF Parnassus Heights campus, engaged in extensive expansion in the residential neighborhoods surrounding Mt. Sutro. The combination of millions of additional square feet of institutional uses, thousands of new auto parking spaces, and demolition of existing homes to create space for this institutional development led several different neighborhood organizations to adopt the Mount Sutro Communities Master Plan, Institutional Expansion Element.

14. In 1972, the “Moffitt Modernization Project” was finalizing plans for updating the hospital at the UCSF Parnassus Heights Campus. Also proposed was a new School of Dentistry building. In an effort to address the negative impacts of this rapid expansion of the Parnassus

1 Heights campus on the surrounding communities, many of the same community organizations
2 who developed and endorsed the Mount Sutro Communities Master Plan also formed the Mount
3 Sutro Defense Committee for the purposes of commencing litigation against the Regents.

4 15. The communities' opposition efforts to the UCSF hospital modernization and
5 dentistry school projects were multi-faceted. On information and belief, these efforts included a
6 CEQA action in superior court, an action filed in federal court to block federal funding and
7 construction of the dental school building, and extensive lobbying to the California legislature to
8 block state funding.

9 16. On information and belief, the Regents feared that the funding delay could prevent
10 both projects from going forward. Regents' meeting minutes from 1976 state, "Some members
11 of the community have testified at great length in opposition to reappropriating the funds for
12 Moffitt Hospital. The Senate Finance Subcommittee did not approve the reappropriation,
13 although the Assembly Ways and Means Subcommittee did."

14 17. On information and belief, the California Public Works Board had not released
15 construction funds for either project pending direction from legislative leadership, and funds for
16 the hospital modernization project would have lapsed on June 30, 1976, if not released by then.

17 18. On information and belief, the Regents were negotiating with representatives of
18 both the community and state legislature, but by mid May 1976 there was concern about the
19 delayed funding. Regents' minutes from 1976 state, "We have worked extensively with
20 representatives of the community and key legislators in attempts to reach a compromise, but we
21 have no assurance of success at this point."

22 19. The Regents held their meeting on May 20 and 21, 1976. In order to induce the
23 community to dismiss its litigation as well as its lobbying efforts against project funding, the
24 Regents adopted a resolution entitled "Designation of Open Space Reserve, Alteration of
25 Campus Boundaries, Commitment of Houses to Residential Use, Authorization to Negotiate
26 Sale of Properties and Commitment to Transportation Studies, San Francisco," which is
27 commonly referred to as the "1976 Regents' Resolution." A true and correct copy of the 1976
28 Regents' Resolution is attached as Exhibit A.

1 20. The 1976 Regents' Resolution effectuated, among other things, permanent
2 boundaries for the Parnassus Heights campus site, established the permanent Space Ceiling of
3 3.55 million gsf, prohibited UCSF from acquiring additional property in the surrounding area,
4 and designated Mount Sutro as an Open Space Reserve.

5 21. "Paragraph 2" of the 1976 Regents' Resolution sets forth the Space Ceiling, and
6 provides in relevant part: "The total structures within the campus boundaries shall not exceed
7 3.55 million gross square feet (not including space committed to residential use on Third,
8 Fourth, Fifth and Parnassus Avenues and Kirkham and Irving Streets) and *this limit shall be*
9 *permanent.*" (Emphasis added.)

10 22. Plaintiff Welch personally participated in settlement discussions on behalf of the
11 community. Plaintiff Welch had direct communications with UCSF's then Chancellor Francis
12 A. Sooy regarding the Space Ceiling, and whether it was truly permanent even without a written
13 settlement agreement. Chancellor Sooy represented to Plaintiff Welch that use of the word
14 "permanent" meant nothing other than permanent.

15 23. On information and belief, adoption of the 1976 Regents' Resolution, including
16 the Space Ceiling, was offered in exchange for the requested funding. Regents' meeting
17 minutes state, "Responding to an inquiry from Regent Watkins, Regent CoblentZ stated that it
18 was his expectation that if the [Space Ceiling was] adopted, funds for construction of the
19 Moffitt Hospital Modernization project and the School of Dentistry Building would be released
20 by the Speaker of the Assembly and the State Public Works Board."

21 24. The Regents' adoption of the permanent Space Ceiling had its desired effect. The
22 community dropped its opposition to the Legislature's funding for the hospital rehabilitation and
23 dental school construction, and Speaker of the Assembly Leo McCarthy agreed to proceed with
24 the California Legislature's funding for both projects. A memo from Speaker McCarthy dated
25 June 3, 1976, states in relevant part, "Based on the firm, unqualified, and permanent agreement
26 by resolution of the University of California Board of Regents, a copy of which is attached
27 hereto, I am agreeing to proceed with funding for the rehabilitation of Moffit Hospital and the
28 construction of the dental facility nearby." This memorandum was included in the Journal of the

1 Assembly. A true and correct copy of Speaker McCarthy's communication is attached as
2 **Exhibit B.**

3 25. The community also dismissed its litigation in reliance on the Regents' adoption
4 of the permanent Space Ceiling. On information and belief, the community would not have
5 dismissed its litigation for anything other than a permanent limitation.

6 26. The Space Ceiling was part of a bargained-for exchange, namely a permanent
7 Space Ceiling in exchange for the release of funding for the hospital and dental school as well as
8 dismissal of the litigation.

9 **Repeated Affirmation of the Space Ceiling by the Regents and Reliance by Others**

10 27. Following the transactions establishing the Space Ceiling in 1976, the Regents
11 adopted an LRDP in 1982 that confirmed the Space Ceiling and further adopted a policy of
12 "decompression," which is acquisition and expansion into other properties and campuses outside
13 of Parnassus Heights.

14 28. A series of acquisitions followed, including purchase of the Laurel Heights
15 campus in 1984. Litigation ensued challenging the Regents' CEQA review for its expansion
16 into that campus. One of the issues presented in that litigation was whether the EIR's analysis
17 of alternatives properly dismissed as infeasible additional development of the Parnassus Heights
18 campus. The Regents' brief to the California Supreme Court states in relevant part:

19 The Parnassus alternative was not disclosed for the first time in the Final EIR; in
20 fact, it was discussed in the Draft EIR (DEIR 426), which concluded that *this*
21 *alternative was infeasible, remote and speculative in light of the uncontroverted*
22 *fact that the University is unable to expand at Parnassus beyond the existing*
23 *square footage ceiling. Id.*; see also DEIR 19-23, 67-70. The public had an
24 opportunity to comment on that subject. Although the Final EIR, in response to a
25 single such comment, contained a fuller discussion of the Parnassus alternative
26 (FEIR 723-35), it did not retract the Draft EIR's conclusions. Moreover, the Final
27 EIR found that the Parnassus alternative would result in greater environmental
28 impacts than the Laurel Heights project. See *id.* In no respect did the Final EIR
find that the Parnassus alternative would be environmentally superior. *Id.*

(Emphasis added.)

29. In light of the Regents' description of the Space Ceiling as an "uncontroverted
fact," the California Supreme Court's opinion in *Laurel Heights II* noted, "the draft EIR briefly
discusses other alternatives that were considered, but were not addressed in detail, because they

1 were found to be ‘infeasible, remote or speculative,’” and further held, “The expanded
2 discussion in the final EIR does not change the determination that the expansion of the
3 Parnassus Heights campus is infeasible.” (*Laurel Heights Improvement Assn. v. Regents of*
4 *University of California* (1993) 6 Cal.4th 1112, 1142.).)

5 30. The Regents unequivocally represented as an “uncontroverted fact” to the
6 California Supreme Court that the Space Ceiling prevented expansion at the Parnassus Heights
7 campus, and the California Supreme Court relied upon that representation to uphold the analysis
8 of alternatives set forth in the EIR for the Laurel Heights campus. On information and belief,
9 the Regents made the same or similar representations to the lower courts in that same case.

10 31. On or about 1991, then UCSF Vice Chancellor Bruce Spaulding convened a
11 citywide Community Advisory Group (“CAG”). As one of the first activities of the CAG,
12 Chancellor Spaulding convened a group of the CAG consisting of the members from
13 neighborhoods adjacent to Parnassus Heights. Chancellor Spaulding conducted a tour of the
14 Parnassus Heights campus. During this tour, Chancellor Spaulding acknowledged that the
15 campus was over the Space Ceiling by about four percent and committed to working with the
16 CAG to correct this.

17 32. On or about 1996, the Regents again acknowledged the existence and
18 enforceability of the Space Ceiling, and committed to comply with it, in the 1996 LRDP. The
19 1996 LRDP also identified Mission Bay as a new major UCSF campus “[t]o provide space for
20 decompression, expansion and consolidation.”

21 33. Consistent with its continuing recognition of the Space Ceiling and policy of
22 expansion into Mission Bay, the Regents negotiated with Catellus Development Corporation
23 and the City and County of San Francisco to secure donations of 43 acres of property for
24 development of the UCSF Mission Bay Campus.

25 34. On or about November 2014, the Regents approved the 2014 LRDP. As with
26 prior UCSF LRDPs, the 2014 LRDP “intended to guide UCSF’s growth and other physical
27 changes through the year 2035 . . . across all UCSF’s sites.”

35. As with the prior LRDPs, the 2014 LRDP continued to recognize the Space Ceiling, stating in relevant part, “LRDP proposals for the Parnassus Heights campus site advance UCSF’s work toward compliance with the 3.55 million gsf space ceiling.” On information and belief, the 2014 LRDP excluded all residential space from the ceiling calculation in order to reflect the understanding of the parties to the 1976 litigation that housing was never intended to be included in the Space Ceiling. This action was taken in 2014 with the support of the community.

36. Over the years, there have been questions regarding potential marginal deviations from the Space Ceiling, largely due to how to account for residential development. Thus, while there might have been three or four percent exceedances of the Space Ceiling depending on how development space was characterized, the Regents consistently represented to the community, the City and even the courts, that the Space Ceiling was an enforceable obligation that the Regents always intended to comply with in good faith.

37. In reliance on the Regents’ consistent representations of good faith compliance with the Space Ceiling, various neighborhood groups, Plaintiffs, as well as the CAG, all affirmatively supported the Regents expansion projects over the years, including the 2014 Long Range Development Plan.

Competition with Stanford Medical Center in the Health Care Market

38. UCSF has been a leader in the field of health sciences and health care services for decades, and one of its major competitors over that time frame is Stanford University. In or about 1995, discussions began about how the two competing academic medical centers could share more and compete less. In or about 1996, the Regents approved a merger with Stanford to establish a private, non-profit corporation.

39. The merged entity, “UCSF Stanford Health Care,” began operation in 1997.

40. Although there was a significant increase in clinical activity in the first year of the merger, the growth was not sustained. Subsequent losses ensued in following years and the merger was dissolved in 2000.

41. Following dissolution of the UCSF and Stanford merger, the two health care systems continued to compete in the Bay Area healthcare market. That competition continues today.

The Proposed CPHP for Parnassus Heights

42. For decades, the Regents had been preparing and adopting LRDPs that provided for comprehensive planning across all of UCSF's campuses. This changed, however, following approval of the 2014 LRDP and receipt of extraordinary private donations directed specifically to UCSF.

43. In 2016, UCSF reported that "for the second year straight [UCSF] has raised the most in private contributions of any public U.S. university, with \$595.9 million." On information and belief, UCSF raised \$422.17 million in private donations in 2017. While this level of fundraising is impressive, it is dwarfed by the single private donation of \$500 million that was pledged, as announced in the San Francisco Business Times on February 8, 2018, for the purpose of "rebuilding [UCSF's] Parnassus Heights Hospital in the Inner Sunset District."

44. On information and belief, the purpose of this pledge was inconsistent with then-existing planning for UCSF as set forth in the 2014 LRDP.

45. Following the February 2018 public announcement of the single \$500 million donation pledge, "[a] team of consultants was brought on board in May 2018 to help prepare the CPHP," according to a Regents' Finance and Capital Strategies report dated March 13, 2019.

46. On information and belief, this effort on the CPHP deviated from prior UCSF planning efforts due to significantly reduced outreach to the CAG and the community. One member of the CAG commented, "[T]he decision to scuttle the space ceiling was made behind closed doors and without discussion with the Community Advisory Group or the general public."

47. The result of those efforts was a plan for "revitalization" of the Parnassus Heights campus that proposed to develop approximately 2.9 million gross gsf of new building space at the Parnassus Heights campus. The CPHP includes an "Initial Phase" that comprises of: (i) Irving Street Arrival improvements, (ii) Research and Academic Building, (iii) initial Aldea

1 Housing Densification, and (iv) New Hospital. This Initial Phase is anticipated to be completed
2 by approximately 2030. Beyond the Initial Phase, the “Future Phase” encompasses the
3 remaining development described in the CPHP envisioned for completion by the horizon year of
4 2050. However, when accounting for existing campus site development, demolition that was
5 approved under the UCSF 2014 LRDP but not yet implemented, and potential additional
6 building demolition that would occur under the CPHP, the total amount of campus space upon
7 full implementation of the CPHP would be 6.0 million gsf.

8 48. Massive buildings are planned to house this new space. The New Hospital, in
9 particular, would be 16 stories and up to 294 feet in height. According to the Draft EIR, “The
10 proposed New Hospital would also be nearly 100 feet taller than other existing buildings on the
11 campus site (adjacent Moffitt Hospital is currently the tallest building at 197 feet). In addition,
12 the proposed New Hospital would also be a prominent newly visible feature in the viewsheds
13 from nearby neighborhoods....”

14 49. The CPHP would also significantly increase population density in the area. The
15 CPHP would increase the existing 17,400 campus daily population by 7,900, which is a 45
16 percent increase from baseline.

17 50. Development of the Parnassus Heights Campus as set forth in the CPHP would
18 violate the Space Cap. The CPHP is the first action by the Regents in 45 years that repudiates
19 the Space Ceiling.

20 51. On information and belief, formulation and approval of the CPHP reflects
21 planning efforts for UCSF that have been influenced by the actions and interests of private
22 donors.

23 The Regents’ Environmental Review of the CPHP

24 52. The Regents released its Notice of Preparation under CEQA for the CPHP on
25 January 14, 2020. Less than six months later, the Regents released its Draft Environmental
26 Impact Report (“Draft EIR”) on July 13, 2020, for public review and comment.

27 53. It is unsurprising that an intensification of development on this scale would result
28 in significant environmental impacts in several different resource areas. Dozens of commenters

1 raised numerous concerns about the CPHP, its environmental impacts, and the Draft EIR's
2 failure to provide good faith analysis of impacts and feasible mitigation measures in a variety of
3 resources areas. Many of these comments were supported by expert testimony.

4 54. The Draft EIR fails as an informational document, fails to analyze and disclose all
5 significant environmental impacts, fails to set forth all feasible mitigation measures, and fails to
6 discuss a reasonable range of alternatives to the CPHP. The following are a few representative
7 examples of the Draft EIR's many deficiencies.

- 8 a. The CPHP would create a demand for approximately 6,000 housing units, but
9 would construct less than 1,000 units. The Draft EIR's failure to adequately
10 address this glaring shortfall results in a defective analysis of population and
11 housing as well as related resource including but not limited to land use
12 inconsistency, greenhouse gas emissions and energy impacts, and transportation
13 impacts.
- 14 b. Dismissing the fact that the Parnassus Heights campus is set amidst residential
15 houses, the Draft EIR conclusively states that greater quantities of hazardous
16 chemicals would be used, transported, stored or disposed, but gives no specific
17 information about the specific chemicals at issue, their quantities, or any other
18 information allowing a meaningful assessment of the potential for a hazard to the
19 public.
- 20 c. The Draft EIR fails to adequately analyze the CPHP's consistency with several
21 land use plans and policies, including those by the City and County of San
22 Francisco, based on the irrelevant legal argument that the Regents are not legally
23 bound to comply with such plans.
- 24 d. Technical air quality modeling and resulting health risk analyses relied upon in the
25 EIR were manipulated in order to reduce construction as well as operational air
26 emissions along with the resulting health risk to nearby residents.
- 27 e. Despite increasing the daily population by up to 7,900 people in an area already
28 suffering from strained transit capacity, the Regents refused altogether to address

whether the CPHP would overwhelm the transit system. This, in turn, means that the Draft EIR also fails to address whether the overcrowded transit system could result in significant “vehicle miles traveled” impacts.

- f. The proposed CPHP proposes to demolish UC Hall and the series of Zakheim murals located within Toland Hall auditorium in UC Hall. The Draft EIR found that UC Hall and the Zakheim murals are historically and culturally significant and that their demolitions represent significant environmental impacts. Nevertheless, the Draft EIR found that these significant impacts were significant and “unavoidable” based on the unsubstantiated conclusion that preserving these resources would be infeasible.
- g. The Draft EIR disclosed that the CPHP would add approximately two million square feet of new floor space to land between the Parnassus Campus, Aldea Housing, and Mount Sutro Open Space Reserve. The increased height, extent, and structural attributes of the proposed new buildings would lead to significant bird strike and other impacts to the scores of sensitive species occupying the Mount Sutro Open Space Preserve. The Draft EIR performed a cursory analysis of baseline biological conditions and assessment of project level and cumulative impacts. The Draft EIR further proposed mitigation measures that were impermissibly deferred and of unknown efficacy.
- h. The Draft EIR applies only a “no net increase” significance standard and further assumes with no supporting evidence in the record that UCSF will have no greenhouse gas emissions associated with electricity use beginning in 2025, flagrantly disregarding California policy to reduce greenhouse gas emissions by 40 percent below 1990 levels by 2030 and 80 percent below 1990 levels by 2050.
- i. The Draft EIR disingenuously fails to analyze reasonably foreseeable impacts from the proposed New Hospital – which at 300 feet will be the tallest building west of Van Ness Avenue, by claiming that the specific “design” is not available even though precise “design level” information is not necessary to engage in

1 meaningful analysis. Further, the Regents were aware of many of the details of
2 the New Hospital, including the specific height and sizes of buildings, that were
3 sufficient for adequate analysis disclosure.

4 j. The Draft EIR fails to provide any meaningful information about whether the
5 CPHP would result in wasteful and inefficient energy consumption despite
6 acknowledging that it would dramatically increase energy consumption.

7 k. The Draft EIR rejects otherwise reasonable alternatives that would have resulted
8 in fewer environmental impacts based on the Regents' newly-minted project
9 objectives of significantly increasing development intensity at the Parnassus
10 Heights Campus.

11 l. Although the Draft EIR notes that "[t]he New Hospital would contrast sharply
12 both in height and scale with the existing residential development to the east,
13 which is limited to 40 feet in height," and thereby violate San Francisco height and
14 bulk restrictions, the Draft EIR nevertheless improperly concludes that these
15 inconsistencies may not serve as a basis to find significant aesthetic impacts.

16 m. The Draft EIR asserts there is no duty to analyze and disclose certain aesthetic and
17 parking impacts pursuant to Public Resources Code section 21099, a provision that
18 simply does not apply to the CPHP.

19 55. After the public comment period for the Draft EIR closed, the Regents prepared a
20 Final EIR that purported to respond to comments and make revisions to the Draft EIR. The
21 Final EIR was released on January 11, 2021, which was just nine days before the beginning of
22 the Regents' meeting on January 20, 2021.

23 56. The Final EIR also purported to respond to the dozens of public commenters and
24 supporting technical reports. In many instances, however, the Final EIR grouped many different
25 individual comments together and responded using so-called "master responses" that had the
26 effect of not directly responding to many of the specifics of each individual comment.

27 57. The Final EIR also misapplied the Regents' "unique status" as a constitutionally-
28 created state agency to arbitrarily pick and choose significance standards and analytical

1 methodologies from other agencies to apply not based upon whether it is feasible to apply such
2 standards, but rather in order to minimize or dismiss environmental impacts. The Final EIR
3 inconsistently claims credit for compliance with another agency's threshold as evidence of a less
4 than significant impact, but then also dismisses the CPHP's failure to comply with another
5 standard by alleging that the standard was not legally binding on the Regents.

6 58. The Final EIR disclosed, for the first time, that the CPHP was being revised to
7 provide a total of 1263 residential units, which is significantly higher than the 762 units
8 analyzed in the DEIR. This is a significant change to the project description that requires
9 recirculation. That said, the project description remained impermissibly vague and incomplete
10 by failing to even disclose, for example, where the new units would be located.

11 59. The Final EIR also disclosed for the first time six new significant impacts that
12 were not disclosed in the DEIR, including particulate matter air emissions, geotechnical impacts,
13 and four hydrological impacts related to the potential for overwhelming the sewer system and
14 thereby leading to sewage overflows into the ocean. The Final EIR also proposed new
15 mitigation measures to reduce these impacts to less than significant, but the public was not
16 provided a meaningful opportunity to review and comment on the adequacy of these measures.

17 60. The Final EIR disclosed the Regents' evolving treatment of the Zakheim murals.
18 Although the Draft EIR initially allowed for destruction of the murals, the Final EIR noted that
19 the Regents' efforts "outside of the CEQA process" revealed that the murals could in fact be
20 preserved by safely removing them and storing them, with possible plans to relocate them. This
21 strategy was formalized in a Memorandum of Understanding between UCSF and the City of San
22 Francisco Planning Commission. While the Regents once again rely on its "unique status" to
23 claim that the MOU does not impose a duty on the Regents to actually preserve the murals as set
24 forth in the MOU, and thus cannot be characterized as enforceable mitigation, the existence of
25 the MOU itself demonstrates that such mitigation is technically feasible and therefore requires
26 adoption by the Regents. In short, enforceable mitigation is certainly feasible and yet has not
27 been adopted.

61. The Regents approved the CPHP and certified its EIR on January 21, 2021. The Regents filed the CPHP's notice of determination with the State Clearinghouse on January 22, 2021 commencing CEQA's 30-day statute of limitations.

JURISDICTION AND VENUE

62. This Court has jurisdiction over the matters alleged in this Complaint pursuant to Code of Civil Procedure sections 1060 and 1085, and Public Resources Code sections 21168 and 21168.5.

63. Venue is proper in Alameda County Superior Court in accordance with Code of Civil Procedure section 395 because the Regents' principal administrative office is located in Alameda County.

64. This Petition is timely filed in accordance with Public Resources Code section 21167, subdivision (b) and CEQA Guidelines section 15112, as well as Code of Civil Procedure section 1085. The Regents filed a notice of determination for the Project on January 22, 2021.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

65. Plaintiffs have exhausted administrative remedies to the extent required by law. Plaintiffs have performed all conditions precedent to this filing and participated in the administrative process. Plaintiffs actively participated in the administrative process leading up to the Regents' approval of the Project and issuance of a notice of determination, and stated its objections to the Regents' actions. (See Pub. Resources Code, § 21177, subd. (b).)

66. The Regents have taken final agency actions with respect to certifying the EIR and approving the Project. The Regents have a mandatory duty to comply with all state and federal laws, including but not limited to CEQA, prior to undertaking the discretionary actions at issue in this lawsuit.

STANDING

67. Plaintiffs have standing to assert the alleged violations of CEQA because they are beneficially interested in this matter, as required by Code of Civil Procedure section 1086. Plaintiff Welch is a San Francisco resident who lives in close proximity to the Parnassus Heights Campus, and would be directly impacted by the CPHP's negative impacts in areas including but

1 not limited to transportation, air quality, noise, land use, aesthetics, wind and shadow.

2 Similarly, Plaintiff PNC's members are also San Francisco residents who live in close proximity
3 to the Parnassus Heights Campus and would be similarly impacted. Plaintiffs' interests have
4 been, are being, and will continue to be adversely affected by the Regents' failure to comply
5 with CEQA. Unless the relief requested herein is granted, the environment will be adversely
6 affected and injured by the Regents' failure to comply with CEQA in approving the project and
7 certifying the EIR.

8 68. Plaintiffs have standing to assert the complaint for declaratory relief regarding the
9 enforceability of the Space Ceiling. Plaintiff Welch was a participant in the original litigation in
10 1976 that was dismissed as a bargained-for exchange with the Space Ceiling. Accordingly,
11 Plaintiff Welch would be directly injured if the Space Ceiling is determined to be unenforceable
12 against the Regents. Plaintiff PNC has standing because its members are in the class of those for
13 whom the original settlement was designed to benefit, and would further be injured if the Space
14 Ceiling is not found to be enforceable due to their proximity to the Parnassus Heights Campus.

15 69. Plaintiffs also have standing to assert both causes of action based on the public
16 interest. (*Save the Plastic Bag Coalition v. City of Manhattan Beach* (2011) 52 Cal.4th 155,
17 166.) The Regents' duty to comply with CEQA for massive development expansion of the
18 UCSF Parnassus Campus, set adjacent to and amidst residential neighborhoods, is a matter of
19 public interest. Also a matter of public interest is the Regents' attempt to misuse its status as a
20 constitutionally-created public agency in order to repudiate an enforceable promise made 45
21 years ago and consistently reaffirmed over the past several decades for the Regents' own
22 benefit.

23 70. Plaintiffs actively participated in the administrative process conducted by the
24 Regents to determine the project's environmental impacts and to ensure the Regents complied
25 with CEQA and all other applicable laws in processing the application for the CPHP.

26 **IRREPARABLE HARM**

27 71. The Regents' violations of CEQA, set forth in this Petition, constitute a prejudicial
28 abuse of discretion. (See Code Civ. Proc., § 1094.5; Pub. Resources Code, §§ 21168, 21168.5.)

72. Plaintiffs possess no other remedy to address the Regents' violations of CEQA other than by means of this lawsuit. If the Regents' actions concerning the CPHP are effectuated, Plaintiffs and the environment will be irreparably harmed. No money damages could adequately compensate for that harm.

NOTICE OF CEQA SUIT

73. On February 19, 2021, the Plaintiffs served a notice of intent to file this lawsuit, pursuant to Public Resources Code section 21167.5. (See **Exhibit C**, Notice of Commencement of Action against the Board of Regents of the University of California.)

ELECTION TO PREPARE ADMINISTRATIVE RECORD

74. Pursuant to Public Resources Code section 21167.6, subdivision (b)(2), Plaintiffs elect to prepare the record of proceedings in this action.

FIRST CAUSE OF ACTION

Declaratory Relief (Code Civ. Proc., § 1060)

75. Plaintiffs incorporate by reference each and every allegation contained in Paragraphs 1 through 74, inclusive, as though fully set forth herein.

76. An actual controversy has risen and now exists between Plaintiffs and the Regents concerning the Regents' repudiation of its obligations under the Space Ceiling. Plaintiffs contend that the Space Ceiling is an enforceable promise that permanently restricts development at the UCSF Parnassus Heights Campus. The Regents contend that the Space Ceiling is not an enforceable restriction on the University's use of its property, and that the Space Ceiling may be amended or rescinded at the discretion of the Regents.

77. Plaintiffs require a judicial determination of its rights and a declaration that the Regents remain obligated to comply with the development density limitation set forth in the Space Ceiling.

78. In particular, Plaintiffs require a judicial declaration that the Space Ceiling is an enforceable agreement, supported by legal consideration, that is enforceable against the University regardless of subsequent changes to the LRDP.

WHEREFORE, Plaintiffs pray for the relief requested below.

81. The Regents prejudicially abused their discretion in certifying the EIR. The Regents did not proceed in the manner required by law and their decisions in approving the project and certifying the EIR are not supported by substantial evidence. (Pub. Resources Code, § 21168.5; *Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 426.) These legal deficiencies include, without limitation, the following:

1 surrounding uses, it cannot be found that that [an EIR] adequately investigated and discussed the
2 environmental impacts of [a project].” (*Ibid.*)

3 83. The EIR fails to utilize an accurate baseline and misrepresents baseline conditions
4 for several resource areas including, but not limited to biological resources, air quality, land use
5 conflicts, transportation, greenhouse gas emissions, and aesthetics.

6 The EIR Fails to Adequately Describe the Project

7 84. CEQA requires that an EIR include an accurate project description, and that the
8 nature and objective of a project be fully disclosed and fairly evaluated in an EIR. (*San Joaquin*
9 *Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 646, 655.) An EIR should
10 contain a “sufficient degree of analysis to provide decision-makers with information which
11 enables them to make a decision which intelligently takes account of environmental
12 consequences.” (CEQA Guidelines, § 15151.)

13 85. The EIR’s project description is deficient because it lacks adequate specificity
14 required to analyze project impacts, is shifting and unstable, and fails to include the whole of the
15 project. Examples include, but are not limited to: (i) the EIR fails to provide sufficient
16 information about the New Hospital despite the availability of that information to the Regents,
17 (ii) the EIR fails to adequately describe the additional residential units that were disclosed for
18 the first time in the Final EIR.

19 The EIR Fails to Adequately Analyze the Project’s Significant Environmental Impacts

20 86. CEQA requires that an EIR describe the proposed project’s significant
21 environmental effects. Each must be revealed and fully analyzed in the EIR. (Pub. Resources
22 Code, § 21100, subd. (b), CEQA Guidelines, § 15126.2, subd. (a).) “[T]he adequacy of an EIR’s
23 discussion of environmental impacts is an issue distinct from the extent to which the agency is
24 correct in its determination whether the impacts are significant.” (*Sierra Club v. County of*
25 *Fresno* (2018) 6 Cal.5th 502, 514 [*Friant Ranch*]; *Cleveland National Forest Foundation v. San*
26 *Diego Assn. of Governments* (2017) 3 Cal.5th 497, 514–515; see also *Berkeley Keep Jets Over*
27 *the Bay Com. v. Board of Port Cmrs.* (2001) 91 Cal.App.4th 1344, 1371.) “[W]hether a
28 description of an environmental impact is insufficient because it lacks analysis or omits the

1 magnitude of the impact is not a substantial evidence question. A conclusory discussion of an
2 environmental impact that an EIR deems significant can be determined by a court to be
3 inadequate as an informational document without reference to substantial evidence.” (*Friant*
4 *Ranch, supra*, 6 Cal.5th at 514.) To “comport with its intended function” an EIR must include
5 “detail sufficient to enable those who did not participate in its preparation to understand and to
6 consider meaningfully the issues raised by the proposed project.” (*Ibid.* [internal quotations
7 omitted].) “Whether or not the alleged inadequacy is the complete omission of a required
8 discussion or a patently inadequate one-paragraph discussion devoid of analysis, the reviewing
9 court must decide whether the EIR serves its purpose as an informational document.” (*Ibid.*)

10 87. An EIR must evaluate a project’s cumulative impacts if the project’s incremental
11 effects “are significant when viewed in connection with the effects of past . . . current . . .
12 and . . . probable future projects.” (CEQA Guidelines, §15065, subd. (a)(3); *Banning Ranch*
13 *Conservancy v. City of Newport Beach* (2012) 211 Cal.App.4th 1209, 1228.) The purpose of
14 cumulative impact analysis is to ensure a project is not considered in a vacuum. (*Whitman v.*
15 *Board of Supervisors* (1979) 88 Cal.App.3d 397, 408.)

16 88. The EIR lacks adequate analysis and omits an adequate discussion of the
17 magnitude of the Project’s impacts, including cumulative impacts, and therefore failing to
18 provide decision makers with sufficient analysis for numerous resource areas including, but not
19 limited to, land use conflicts, population and housing, hazards and hazardous materials, air
20 quality, transportation, cultural and historical resources, biological resources, greenhouse gas
21 emissions, energy consumption, noise, aesthetics, wind, and shadow impacts.

22 Mitigation Measures are Improperly Deferred, Unenforceable, Vague, and Inadequate

23 89. An agency may not approve a project that will have significant environmental
24 impacts if there are feasible mitigation measures that would substantially lessen those effects.
25 (Pub. Resources Code, § 21002; Cal. Code Regs., tit. 14, §§ 15002, subd. (a)(3), 15021, subd.
26 (a)(2).)

27 90. An agency must provide that mitigation measures are fully enforceable through
28 permit conditions, agreements, or other measures. (Pub. Resources Code, § 21081.6, subd. (b).)

91. An EIR must contain facts and analysis disclosing the analytical route the agency traveled from evidence to action, not just the agency's bare conclusions and opinions. (*Save Our Peninsula Committee v. Monterey County Bd. of Supervisors* (2001) 87 Cal.App.4th 99, 118.) An EIR must then describe mitigation measures and explain why they will work. (*California Clean Energy Committee v. City of Woodland* (2014) 225 Cal.App.4th 173, 203.)

92. Here, the EIR fails to include such facts and analysis for any mitigation measure relied upon to limit the Project's significant impacts.

93. Mitigation measures in the EIR are impermissibly deferred, unenforceable, impermissibly vague, and inadequate. This includes, but is not limited to, mitigation measures for hazards and hazardous materials, air quality, transportation, cultural and historical resources, biological resources, greenhouse gas emissions, noise, aesthetics, wind and shadow impacts.

Inadequate Analysis of Project Alternatives and Impermissibly Narrow Project Objectives

94. An EIR must describe a range of reasonable alternatives to the Project, or to the location of the Project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. (CEQA Guidelines § 15126.6.) "An EIR's discussion of alternatives must contain analysis sufficient to allow informed decision making." (*Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 404.) An EIR must also include "detail sufficient to enable those who did not participate in its preparation to understand and to consider meaningfully the issues raised by the proposed project." (*Id.* at 405.)

95. While it is true that an agency may reject an alternative that is infeasible, it may not adopt artificially narrow project objectives that would preclude consideration of reasonable alternatives for achieving a project's underlying project purpose. (*North Coast Rivers Alliance v. Kawamura* (2015) 243 Cal.App.4th 647, 669.)

96. The EIR fails to include an adequate analysis of project alternatives, or a reasonable range of project alternatives. The EIR also fails to include sufficient information about each alternative and rejects reasonable alternatives based on manipulated and artificially

1 narrow project objectives. Two non-exclusive examples highlight the EIR's defective analysis
2 of alternatives:

- 3 a. The Draft EIR dismisses two off-site alternatives – a new hospital at Mission Bay and
4 construction of the New Hospital at Mt. Zion. The Regents own both sites, and there
5 are frequent shuttles between the Parnassus campus and the other two sites. But these
6 alternatives were rejected early in the process, largely because they did not meet the
7 impermissibly narrow and manipulated objective of consolidating a huge amount of
8 space and people on the Parnassus campus.
- 9 b. The Final EIR impermissibly dismisses the environmentally superior alternative,
10 Alternative 2: the Reduced Project Alternative, because it would “fail to fully achieve
11 certain Project objectives, and in particular, would not fully meet the CPHP project
12 objectives, for space, urban design and mobility, or for the New Hospital, RAB or
13 Aldea Housing Densification.” This justification is insufficient and does not
14 constitute substantial evidence that the environmentally superior alternative is
15 infeasible.

16 Inadequate Responses to Comments

17 97. The Final EIR failed to respond in good faith to public comments raising
18 deficiencies with the Draft EIR. document. CEQA requires that the Final EIR include a
19 “detailed” written response to all “significant environmental issues” raised by commenters.
20 (*City of Long Beach v. LA USD* (2009) 176 Cal.App.4th 889, 904.) Where experts disagree
21 about an EIR's data or methodology, the Final EIR should summarize main points of
22 disagreement and explain why expert comments have been rejected. (CEQA Guidelines, §
23 15151; see also *Berkeley Keep Jets Over the Bay Comm. v. Bd. of Port Commissioners* (2001)
24 91 Cal.App.4th 1344, 1367, 1371.) The Final EIR fails to include these critical disclosures.

25 98. The Final EIR's responses are insufficient to comply with CEQA's public
26 participation requirements (CEQA Guidelines, § 15088, subd. (c)) in many instances, including,
27 without limitation: (1) the Final EIR refers to master responses and cross-references specific
28

1 responses that do not in fact address the comments; and (2) the responses fail to address the
2 specific issues raised, and provide no meaningful information.

3 99. Commenters submitted extensive expert comments on the DEIR. The Final EIR
4 largely ignores these comments, or simply provides inadequate, perfunctory, if false and
5 inaccurate responses to these expert comments. Example of this deficiency include the Final
6 EIR's responses to expert comments in the areas of land use conflicts, population and housing,
7 hazards and hazardous materials, air quality, transportation, cultural and historic resources,
8 biological resources, greenhouse gas emissions, energy consumption, noise, aesthetics, wind and
9 shadow impacts.

10 Failure to Recirculate the EIR

11 100. The Regents failed to recirculate the EIR to address significant new information.
12 CEQA requires that a lead agency must recirculate an EIR when "significant new information"
13 is added to the EIR after public review but prior to certification of the EIR. (CEQA Guidelines,
14 § 15088.5.) New information is considered "significant" if the information is necessary to
15 provide the public and interested agencies with "meaningful opportunity to comment upon a
16 substantial adverse environmental effect of the project or . . . feasible project alternative[s] . . ."
17 (CEQA Guidelines, § 15088.5, subd. (a).) Significant new information includes "a disclosure
18 showing . . . [a] significant environmental impact would result from the project" or . . . [t]he
19 draft EIR was so fundamentally and basically inadequate and conclusory in nature that
20 meaningful public review and comment were precluded." (CEQA Guidelines, § 15088.5, subds.
21 (a)(1) and (4).)

22 101. The Regents were required to recirculate the Draft EIR upon disclosing that the
23 CPHP would include 1263 residential units, which is significantly more than the 762 units
24 analyzed in the DEIR.

25 102. The Regents were required to recirculate the Draft EIR upon disclosing, for the
26 first time in the Final EIR, new significant impacts and proposed mitigation purportedly
27 addressing those impacts.

103. Because the Regents failed to recirculate the Draft EIR upon disclosing new potentially significant impacts and mitigation measures purportedly addressing those impacts, the public was deprived of a meaningful opportunity to review and evaluate the effectiveness of the newly-proposed mitigation measures.

PRAYER

WHEREFORE, Plaintiffs pray for judgment and relief as hereinafter set forth:

1. That the Court issue a judgment declaring the legal rights and duties of the respective parties regarding the Space Ceiling as set forth above;

2. That the Court issue preliminary and permanent injunctive relief preventing and restraining violations of the Space Ceiling by the Regents;

3. That the Court issue a peremptory writ of mandate directing the Regents to:

- a. Vacate and set aside all approvals associated with the Project;
- b. Comply with CEQA by preparing legally adequate environmental documentation under CEQA for the Project; and
- c. Suspend all necessary steps and all activity in furtherance of the Project until the Regents takes all necessary steps to bring its actions into compliance with CEQA;

4. That the Court issue a stay, temporary restraining order, a preliminary and/or permanent injunction barring the Regents, and all persons working on their behalf, from proceeding with any activity that may result in any physical change in the environment pending completion of this litigation and full compliance with CEQA;


5. That Plaintiffs be awarded costs of this proceeding;

6. That Plaintiffs be awarded reasonable attorney's fees for this action pursuant to Code of Civil Procedure section 1021.5, and any other applicable provisions of law; and

1 7. That Plaintiffs be awarded such other and further relief as the Court deems just
2 and proper.

3 Dated: February 19, 2021

SOLURI MESERVE LAW CORPORATION

4
5 By: 
6 Patrick M. Soluri
7 *Attorneys for Plaintiffs and Petitioners*
8 *Parnassus Neighborhood Coalition and*
9 *Calvin Welch*

Calvin Welch

EXHIBIT A

155 L

C - D

University Extension Center
San Francisco, California
May 20, 1976, for presentation to
The Regents on May 21, 1976

To THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

The Committee on Grounds and Buildings and the Committee on Finance, meeting in joint session, submit the following recommendations to the Board:

DESIGNATION OF OPEN SPACE RESERVE, ALTERATION OF CAMPUS BOUNDARIES, COMMITMENT OF HOUSES TO RESIDENTIAL USE, AUTHORIZATION TO NEGOTIATE SALE OF PROPERTIES AND COMMITMENT TO TRANSPORTATION STUDIES, SAN FRANCISCO CAMPUS:

1. That the reserve on Mt. Sutro, which was designated as open space for a twenty-five year period by The Regents in October, 1975, be increased from fifty-two to approximately fifty-eight acres, as shown on Attachment I, and that the designation be made permanent;
2. That the boundaries of the San Francisco campus be altered to exclude properties on the west side of Third Avenue from 1309-11 Third Avenue to and including 1379 Third Avenue, as shown on Attachment I, and that the new boundaries be made permanent. The total structures within the campus boundaries shall not exceed 3.55 million gross square feet (not including space committed to residential use) and this limit shall be permanent. These restrictions prohibit expansion by UCSF by purchase or condemnation or gift of any property or lease of private residential property not only contiguous with the new campus boundaries as defined in Attachment I, but anywhere within the surrounding area bounded by Golden Gate Park, Oak Street, Ninth Avenue, Clayton and Clarendon. This does not prohibit the use of commercial properties or the affiliation with other public agencies within the area described.
3. That The Regents re-define their commitment, made as part of the October, 1975, approval of the Long Range Development Plan, to return certain existing houses to residential use as alternative campus space and funds for rehabilitation and relocation become available for the activities now housed therein, and that as part of this commitment: the ten houses on Third Avenue, outside the campus boundaries revised as recommended in 2. above, be sold subject to the provisions set forth in 4. below; the thirty-four houses on Third, Fifth, and Parnassus Avenues and on Irving and Kirkham Streets be rehabilitated as required and leased for residential purposes, with priority given to University students, faculty, and staff; and the seven houses on Fourth Avenue remaining after clearance of the site for the School of Dentistry Building project be retained for non-residential campus use (see Attachments II and III);
4. That the Treasurer be authorized to negotiate the sale of the lots and structures, and other improvements thereon, located at 1309-11, 1319, 1325, 1337, 1343, 1355, 1361-63, 1367-69, 1373, and 1379 Third Avenue; the lot between 1355 and 1343 Third Avenue; and the lot between 1309-11 and 1319 Third Avenue, subject to the provisions listed in 4(a) through 4(e) below and that the results of said negotiations be presented to The Regents for final approval:

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(a) the offer for sale of the two vacant lots shall commence no later than six months from the effective date of this action and the offer for sale of all remaining properties shall commence no later than thirty-six months from the effective date of the action, it being understood that the effective date shall be as defined in 6. below, except that no relocation of University activities or tenants or conversion of houses for residential uses shall be initiated until funds for such purpose are on hand as specified in 4(b) below and until space into which activities or tenants can be relocated is available;

(b) a special fund shall be established to fund projects within the Capital Improvement Program for the purpose of, first, providing accommodation for activities displaced by sale of houses, second, providing accommodation for campus activities displaced by conversion of the structures retained for residential use, and, third, converting and rehabilitating the structures retained for residential use, said fund to be funded from proceeds of the sale of the properties, except as noted in 4(c) below, and, if funds are not on hand from the sale of properties, from an advance, as needed, of not to exceed \$50,000 from the University Opportunity Fund, such advance to be on a revolving basis and to be repaid with proceeds, as received, from subsequent sale of properties, it being understood that, at the completion of the sale of the properties, any part of the advance not repaid shall be converted to an appropriation;

(c) the portions of the proceeds of the sales of the lots between 1309-11 and 1319, and between 1343 and 1355 Third Avenue, attributable to the eighteen parking spaces currently located thereon, shall be deposited in the Net Revenue Account of the University of California San Francisco Parking System;

(d) funds not to exceed \$10,000 shall be allocated by the President to obtain an appraisal of market value of the properties for use as residences; and

(e) all properties shall be sold in the then existing condition, it being made clear to the buyer that he or she may be required to conform to all applicable State and City and County of San Francisco codes in converting the structures to residential use;

5. That funds not to exceed \$25,000 be allocated to the San Francisco campus from the University Opportunity Fund for the purpose of retaining an independent consultant firm to develop additional plans for the alleviation of transportation problems such as traffic, parking congestion, and availability of public transit, it being the intent that such plans be implemented to the extent feasible within resources normally available to the campus for such purposes or within additional State appropriations that might be made available for such purposes;

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-3-

6. That the actions recommended in this item become effective upon the dismissal of all pending litigation related to the construction of the Moffitt Hospital Modernization project (Phase I) and of the School of Dentistry Building project and when necessary funding is available to the University, and that this item remain effective only as long as there is no court order or legal action which has the effect of restraining, delaying or blocking the funding or construction of one or both projects;

7. That the Long Range Development Plan for the San Francisco campus, as approved by The Regents in October, 1975, be amended to reflect the described changes in designation of open space, boundaries, and use of housing.

8. That The Regents recognize the principle that the San Francisco campus will be administered so that the annual average of the daily campus population at the Parnassus site will remain substantially in accordance with the projections set forth in the Environmental Impact Report related to the Long Range Development Plan for the campus, approved by The Regents in October 1975.

COMMITTEE ON GROUNDS AND BUILDINGS
COMMITTEE ON FINANCE

550 MAY 20 1976

Attachment I

UCSF CAMPUS ENVIRONS MAP SHOWING EXISTING AND PROPOSED OPEN SPACE

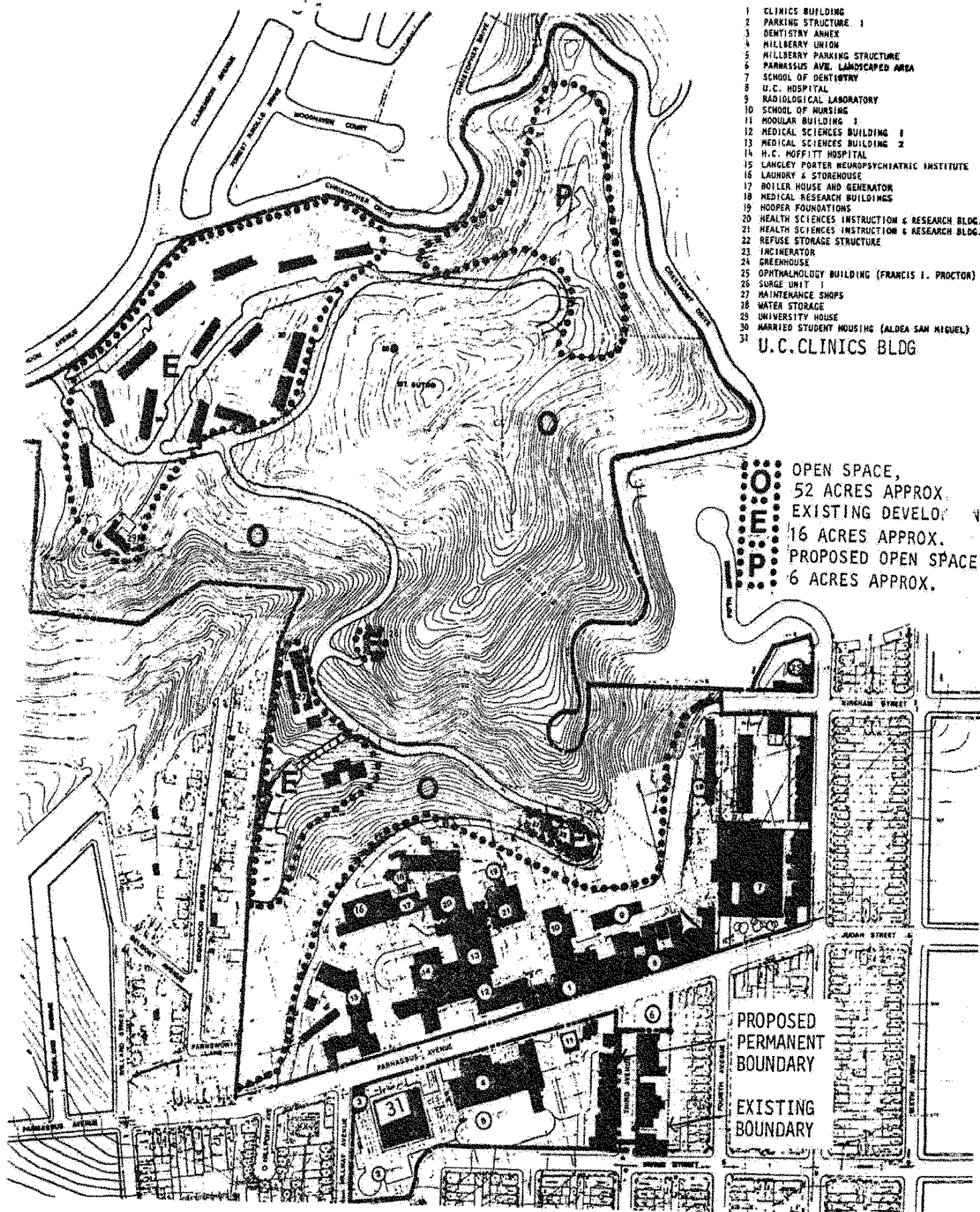
MAY 1976

AND PROPOSED PERMANENT BOUNDARY

LEGEND

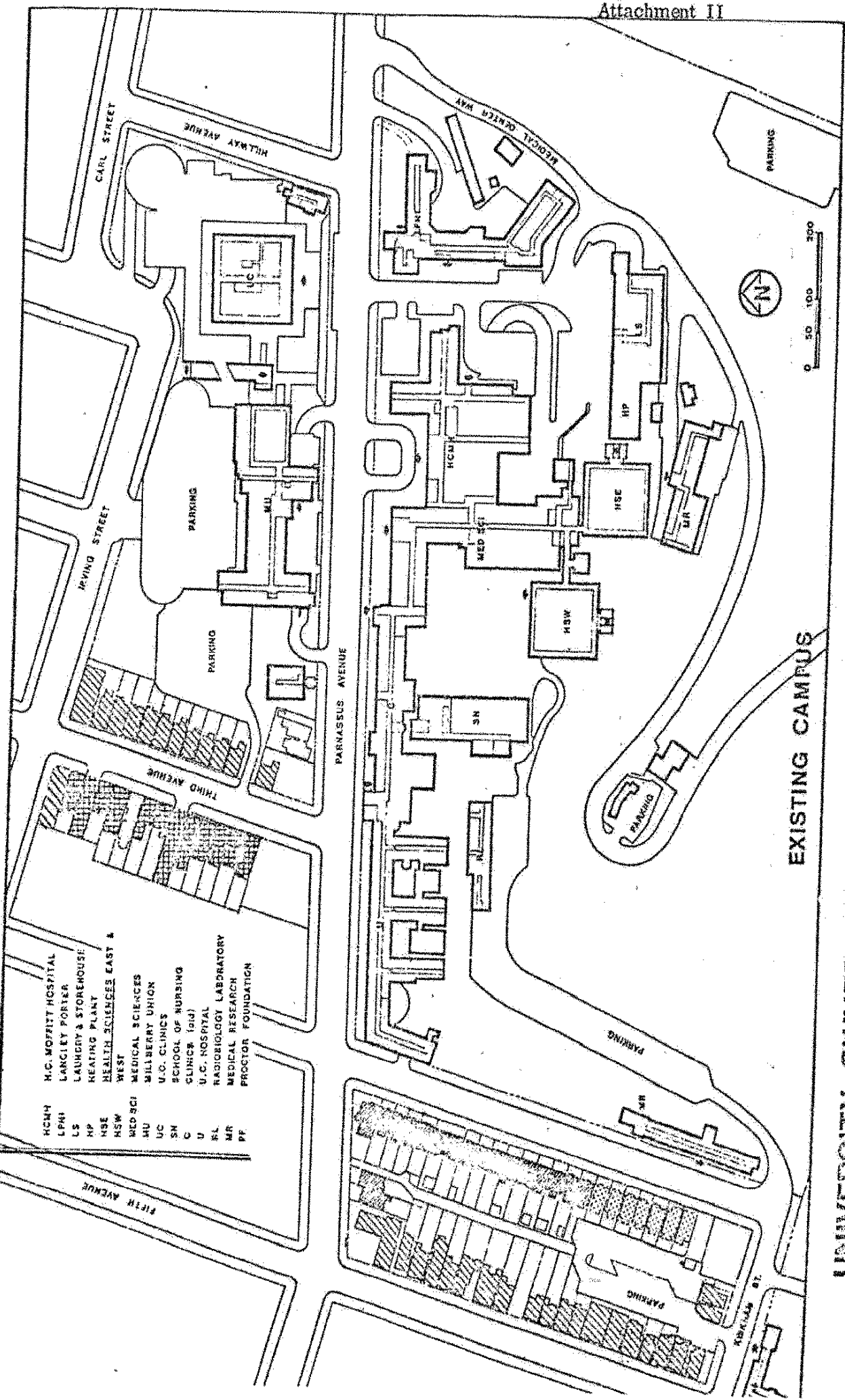
- 1 CLINICS BUILDING
- 2 PARKING STRUCTURE 1
- 3 DENTISTRY ANNEX
- 4 HILLBERRY UNION
- 5 HILLBERRY PARKING STRUCTURE
- 6 PARNASSUS AVE. LANDSCAPED AREA
- 7 SCHOOL OF DENTISTRY
- 8 U.C. HOSPITAL
- 9 RADIOLOGICAL LABORATORY
- 10 SCHOOL OF NURSING
- 11 MODULAR BUILDING 1
- 12 MEDICAL SCIENCES BUILDING 1
- 13 MEDICAL SCIENCES BUILDING 2
- 14 H.C. MOFFITT HOSPITAL
- 15 LANGLEY PORTER NEUROPSYCHIATRIC INSTITUTE
- 16 LAUNDRY & STOREHOUSE
- 17 BOILER HOUSE AND GENERATOR
- 18 MEDICAL RESEARCH BUILDINGS
- 19 HOOVER FOUNDATIONS
- 20 HEALTH SCIENCES INSTRUCTION & RESEARCH BLDG.
- 21 HEALTH SCIENCES INSTRUCTION & RESEARCH BLDG.
- 22 REFUSE STORAGE STRUCTURE
- 23 INCINERATOR
- 24 GREENHOUSE
- 25 OPHTHALMOLOGY BUILDING (FRANCIS I. PROCTOR)
- 26 SURGE UNIT
- 27 MAINTENANCE SHOPS
- 28 WATER STORAGE
- 29 UNIVERSITY HOUSE
- 30 MARRIED STUDENT HOUSING (ALDEA SAN MIGUEL)
- 31 U.C. CLINICS BLDG

O OPEN SPACE,
E 52 ACRES APPROX.
E EXISTING DEVELOPMENT
P 16 ACRES APPROX.
P PROPOSED OPEN SPACE,
P 6 ACRES APPROX.



3-1-10

HOUSING & LOTS TO BE PLACED IN MARKET
HOUSING TO BE CONVERTED TO STUDENT/FACULTY & STAFF RESIDENCES
HOUSING TO BE REMOVED OR DEMOLISHED FOR SCHOOL OF DENTISTRY BUILDING
HOUSING TO BE RETAINED FOR CAMPUS USE



UNIVERSITY OWNED HOUSING, SAN FRANCISCO CAMPUS
MAY 1976

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MAY 20 1976

Attachment III
Sheet 1 of 5Houses and Lots Proposed to be Offered for Sale
[University Non-residential and Residential]

<u>ADDRESS</u>	<u>PRESENT USE</u>	<u>PROPOSED USE</u>
1325 Third Avenue	Existing Residential	Sale for Residential
1309-11 " "	University Non-residential	" " "
1319 " "	" "	" " "
1337 " "	" "	" " "
1343 " "	" "	" " "
1355 " "	" "	" " "
1361-63 " "	" "	" " "
1367-69 " "	" "	" " "
1373 " "	" "	" " "
1379 " "	" "	" " "
Lot 1343-55 Third Avenue Parking		" " "
Lot 1309-11-19 " " "		" " "
TOTAL		10 Structures 2 Lots 1 Existing Residential Structure 9 University Non-residential Structures

UCSF - May 1976

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Attachment III
Sheet 2 of 5Houses Existing as Rented Residential and Houses
Proposed to be Converted to Rental Residential

<u>ADDRESS</u>	<u>PRESENT USE</u>	<u>PROPOSED USE</u>
1338 Third Avenue	Existing Rental Residential	Retain as Rental Residential
1414 Fifth Avenue	" "	" " "
1420 " "	" "	" " "
1422-24" "	" "	" " "
1432 " "	" "	" " "
1440 " "	" "	" " "
1442 " "	" "	" " "
1452 " "	" "	" " "
1460 " "	" "	" " "
1468 " "	" "	" " "
203-209 Irving Street	" "	" " "

Sub-total

11 Structures

1308-10 Third Avenue	University Non-residential	Convert to Rental Residential
1320 " "	" "	" " "
1322-24 " "	" "	" " "
1326 " "	" "	" " "
1332 " "	" "	" " "
1344 " "	" "	" " "
1350 " "	" "	" " "
1356 " "	" "	" " "
1362 " "	" "	" " "
1376-78 " "	" "	" " "

UCSF - May 1976

555 MAY 20 1976

Attachment III
Sheet 3 of 5

Houses Existing as Rented Residential and Houses
Proposed to be Converted to Rental Residential

(Continued)

<u>ADDRESS</u>	<u>PRESENT USE</u>	<u>PROPOSED USE</u>
1428 Fifth Avenue	University Non-residential	Convert to Rental Residential
1454 " "	" "	" " " "
1464 " "	" "	" " " "
1472-74" "	" "	" " " "
1478-80" "	" "	" " " "
1482 " "	" "	" " " "
1486-88" "	" "	" " " "
1490 " "	" "	" " " "
145 Irving Street	" "	" " " "
745 Parnassus Avenue	" "	" " " "
24 Kirkham Street	" "	" " " "
30 " "	" "	" " " "
50 " "	" "	" " " "

Sub-total

23 Structures

TOTAL

34 Structures

UCSF - May 1976

MAY 20 1976

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Attachment III
Sheet 4 of 5Houses Proposed to be Retained for
University Non-residential Use

<u>ADDRESS</u>	<u>PRESENT USE</u>	<u>PROPOSED USE</u>
1463 Fourth Avenue	Existing Rental Residential	University Non-residential
1467 " "	" "	" "
1471 " "	" "	" "
Sub-total		3 Structures
1475 Fourth Avenue	University Non-residential	Retain as Univ. Non-residential
1479 " "	" "	" " " "
1483 " "	" "	" " " "
1487 " "	" "	" " " "
Sub-total		4 Structures
TOTAL		7 Structures

UCSF - May 1976

550 MAY 26 1976

Attachment III
Sheet 5 of 5

Houses to be Removed from the School of Dentistry Site

<u>ADDRESS</u>	<u>PRESENT USE</u>	<u>PROPOSED USE</u>
1409 Fourth Avenue	Vacant	Building Removal
1415 " "	" "	" "
1417 " "	" "	" "
1425 " "	" "	" "
1427 " "	" "	" "
1429 " "	" "	" "
1431 " "	" "	" "
1435 " "	" "	" "
1437-39" "	" "	" "
1443 " "	" "	" "
1451 " "	" "	" "
1455 " "	" "	" "
1459 " "	" "	" "
735 Parnassus Avenue	"	Building Removal at End of Construction
1405 Fourth Avenue	To Be Vacated 5/28/76	Building Removal
1447 " "	" " " "	" "
701 Parnassus Avenue	" " " "	" "
727 " "	" " " "	" "
TOTAL		18 Structures

UCSF - May 1976

EXHIBIT B

Volume 9

Journal of the Assembly

Legislature of the State of California

1975-76 Regular Session

December 2, 1974, to November 30, 1976



HON. LEO T. McCARTHY
Speaker

HON. LOUIS J. PAPAN
Speaker pro Tempore

HON. HOWARD L. BERMAN
Majority Floor Leader

HON. PAULINE L. DAVIS
Assistant Speaker pro Tempore

HON. ROBERT G. BEVERLY
Minority Floor Leader

JAMES D. DRISCOLL
Chief Clerk of the Assembly

June 3, 1976

June 3, 1976

ASSEMBLY JOURNAL

16573

E BILLS

add Section 20614 to
Employees' Retirement

ng vote:

Papan
Perino
Priolo
Ralph
Rosenthal
Sieroty
Suitt
Thomas, Vincent
Thomas, William
Thurman
Torres
Tucker
Vasconcellos
Vicencia
Wilson
Wornum
Mr. Speaker

Senate Bill No. 1784 (Alquist)—An act to add Section 31580.3 to the Government Code, relating to the County Employees Retirement Law of 1937.

Bill read third time, and passed by the following vote:

AYES—71

Alatorre	Cline	Keysor	Papan
Antonovich	Craven	Knox	Perino
Arnett	Cullen	Lancaster	Priolo
Badham	Deddeh	Lanterman	Ralph
Bane	Dixon	Lewis	Rosenthal
Bannai	Egeland	Lockyer	Sieroty
Berman	Fazio	MacDonald	Suitt
Beverly	Fenton	Maddy	Thomas, Vincent
Boatwright	Foran	McAlister	Thomas, William
Briggs	Garamendi	McLennan	Thurman
Brown	Greene	McVittie	Torres
Burke	Gualco	Meade	Tucker
Calvo	Hart	Miller	Vasconcellos
Carpenter	Hayden	Mobley	Vicencia
Chacon	Hughes	Montoya	Wilson
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NOES—None

Bill ordered transmitted to the Senate.

COMMUNICATIONS

The following communication was presented by the Speaker, and ordered printed in the Journal:

June 3, 1976

Mr. James Driscoll, Chief Clerk

Rm. 3194, State Capitol, Sacramento, California

Dear Mr. Driscoll: Based on the firm, unqualified, and permanent agreement by resolution of the University of California Board of Regents, a copy of which attached hereto, I am agreeing to proceed with funding for the rehabilitation of Moffit Hospital and the construction of the dental facility nearby.

Cordially,

LEO T. McCARTHY
Speaker of the Assembly

University Extension Center
San Francisco, California
May 20, 1976, for presentation to
The Regents on May 21, 1976

To: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

The Committee on Grounds and Buildings and the Committee on Finance, meeting in joint session, submit the following recommendations to the Board:

DESIGNATION OF OPEN SPACE RESERVE, ALTERATION OF CAMPUS BOUNDARIES, COMMITMENT OF HOUSES TO RESIDENTIAL USE, AUTHORIZATION TO NEGOTIATE SALE OF PROPERTIES AND COMMITMENT TO TRANSPORTATION STUDIES, SAN FRANCISCO CAMPUS:

1. That the reserve on Mt. Sutro, which was designated as open space for a twenty-five-year period by The Regents in October, 1975, be in-

amend Section 31580.2

ing vote:

Papan
Perino
Priolo
Ralph
Rosenthal
Sieroty
Suitt
Thomas, Vincent
Thomas, William
Thurman
Torres
Tucker
Vasconcellos
Vicencia
Wilson
Wornum
Mr. Speaker

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creased from fifty-two to approximately fifty-eight acres, as shown on Attachment I, and that the designation be made permanent:

2. That the boundaries of the San Francisco campus be altered to exclude properties on the west side of Third Avenue from 1309-11 Third Avenue to and including 1379 Third Avenue, as shown on Attachment I, and that the new boundaries be made permanent. The total structures within the campus boundaries shall not exceed 3.55 million gross square feet (not including space committed to residential use on Third, Fourth, Fifth and Parnassus Avenues and Kirkham and Irving Streets) and this limit shall be permanent. These restrictions prohibit expansion by UCSF by purchase or condemnation or gift of any property or lease of private residential property not only contiguous with the new campus boundaries as defined in Attachment I, but anywhere within the surrounding area bounded by Golden Gate Park, Oak Street, Ninth Avenue, Clayton and Clarendon. This does not prohibit the use of commercial properties or the affiliation with other public agencies within the area described.

3. That The Regents re-define their commitment, made as part of the October, 1975, approval of the Long Range Development Plan, to return certain existing houses to residential use as alternative campus space and funds for rehabilitation and relocation become available for the activities now housed therein, and that as part of this commitment: the ten houses on Third Avenue, outside the campus boundaries revised as recommended in 2. above, be sold subject to the provisions set forth in 4. below; the thirty-four houses on Third, Fifth, and Parnassus Avenues and on Irving and Kirkham Streets be rehabilitated as required and leased for residential purposes, with priority given to University students, faculty, and staff; and the seven houses on Fourth Avenue remaining after clearance of the site for the School of Dentistry Building project be retained for non-residential campus use (see Attachments II and III),

4. That the Treasurer be authorized to negotiate the sale of the lots and structures, and other improvements thereon, located at 1309-11, 1319, 1325, 1337, 1343, 1355, 1361-63, 1367-69, 1373, and 1379 Third Avenue; the lot between 1355 and 1343 Third Avenue; and the lot between 1309-11 and 1319 Third Avenue, subject to the provisions listed in 4(a) through 4(e) below and that the results of said negotiations be presented to The Regents for final approval and authority to sell based on offers acceptable to The Regents;

(a) the offer for sale of the two vacant lots shall commence within six months and the offer for sale of all remaining properties shall commence within thirty-six months, except that no relocation of University activities or tenants or conversion of houses for residential uses shall be initiated until funds for such purpose are on hand as specified in 4(b) below and until space into which activities or tenants can be relocated is available;

(b) a special fund shall be established to fund projects within the Capital Improvement Program for the purpose of, first, providing accommodation for activities displaced by sale of houses, second, providing accommodation for campus activities displaced by conversion of the structures retained for residential use, and,

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June 3, 1976

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June 3, 1976

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third, converting and rehabilitating the structures retained for
residential use, said fund to be funded from proceeds of the sale
of the properties, except as noted in 4(c) below, and, if funds are
not on hand from the sale of properties, from an advance, as
needed; of not to exceed \$50,000 from the University Opportunity
Fund, such advance to be on a revolving basis and to be repaid
with proceeds, as received, from subsequent sale of properties, it
being understood that, at the completion of the sale of the prop-
erties, any part of the advance not repaid shall be converted to
an appropriation;

(c) the portions of the proceeds of the sales of the lots between
1309-11 and 1319, and between 1343 and 1355 Third Avenue, at-
tributable to the eighteen parking spaces currently located thereon,
shall be deposited in the Net Revenue Account of the University
of California San Francisco Parking System;

(d) funds not to exceed \$10,000 shall be allocated by the Presi-
dent to obtain an appraisal of market value of the properties for
use as residences; and

(e) all properties shall be sold in the then existing condition, it
being made clear to the buyer that he or she may be required to
conform to all applicable State and City and County of San Fran-
cisco codes in converting the structures to residential use;

5. That funds not to exceed \$25,000 be allocated to the San Fran-
cisco campus from the University Opportunity Fund for the purpose
of retaining an independent consultant firm to develop additional plans
for the alleviation of transportation problems such as traffic, parking
congestion, and availability of public transit, it being the intent that
such plans be implemented to the extent feasible within resources
normally available to the campus for such purposes or within additional
State appropriations that might be made available for such purposes;

6. That the Long Range Development Plan for the San Francisco
campus, as approved by The Regents in October, 1975, be amended to
reflect the described changes in designation of open space, boundaries,
and use of housing.

7. That The Regents recognize the principle that the San Francisco
campus will be administered so that the annual average of the daily
campus population at the Parnassus site will remain substantially in
accordance with the projections set forth in the Environmental Impact
Report related to the Long Range Development Plan for the campus,
approved by The Regents in October 1975.

COMMITTEE ON GROUNDS AND BUILDINGS COMMITTEE ON FINANCE

RESOLUTIONS

The following resolution was offered:

By Assemblymen Egeland and Greene:

House Resolution No. 87

Relative to reporting requirements for school districts

WHEREAS, School districts in California are subjected to an in-
ordinate amount of reporting to county, state, and federal agencies,
some 469 reports being filed annually with the State Department of
Education; and

EXHIBIT C



tel: 916.455.7300 • fax: 916.244.7300
510 8th Street • Sacramento, CA 95814

February 19, 2021

Office of the Secretary and Chief of Staff to the Regents
1111 Franklin Street, 12th Floor
Oakland, CA 94607
Email: regentsoffice@ucop.edu

**RE: Notice of Commencement of Action Against The Board of
Regents of the University of California**

To The Board of Regents of the University of California:

Pursuant to Public Resources Code section 21167.5, please take notice that Plaintiffs Parnassus Neighborhood Coalition and Calvin Welch ("Plaintiffs") will file a Verified Complaint for Declaratory and Injunctive Relief and Petition for Writ of Mandate (the "Complaint and Petition") against The Board of Regents of the University of California. The Complaint and Petition will include a cause of action alleging violations of the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"), concerning the Regents' approval of the Comprehensive Parnassus Heights Plan ("CPHP"), amendment #7 to the 2014 LRDP and certification of the CPHP Environmental Impact Report ("EIR"). The lawsuit will include violations of CEQA as established more fully in the Regents' administrative proceedings for the CPHP. The exact nature of the allegations and relief sought is described in the Complaint and Petition that Plaintiffs plan to file on February 19, 2021.

Very truly yours,

SOLURI MESERVE
A Law Corporation

By: 

Patrick M. Soluri

PS/wra

cc: Anagha Clifford (Anagha.clifford@ucop.edu) (via email only)

Attachments: Proof of Service

PROOF OF SERVICE

I hereby declare that I am employed in the City of Sacramento, County of Sacramento, California. I am over the age of 18 years and not a party to the action. My business address is 510 8th Street, Sacramento, California 95814.

On February 19, 2021, I served the attached document:

NOTICE OF COMMENCEMENT OF ACTION AGAINST THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

on the following parties or attorneys for parties, as shown below:

Office of the Secretary and Chief of Staff to the Regents
1111 Franklin Street, 12th Floor
Oakland, CA 94607
Email: regentsoffice@ucop.edu

Service was caused as follows:

✓ **BY FIRST-CLASS MAIL:** I am readily familiar with this business's practice for collecting and processing correspondence for mailing with the U.S. Postal Service. In the ordinary course of business, correspondence would be deposited with the U.S. Postal Service on the day on which it is collected. On the date written above, following ordinary business practices, I placed for collection and mailing at my place of business the attached document in a sealed envelope, with postage fully prepaid, addressed as shown above.

✓ **BY ELECTRONIC MAIL:** I caused each such document to be sent by electronic mail to the addressees at the email addresses listed above. The document was served electronically from my place of business at 510 8th Street, Sacramento, California 95814 from my electronic service address at wona@semlawyers.com.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Sacramento, California on February 19, 2021.



Wona Rosier-Arauz