File No. 100658 Committee Item No. 9
Board Item No.

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Land Use and Economic Development **Date** June 14, 2010

Board of Supervisors Meeting **Date**

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Completed by: Alisa Somera **Date** June 11, 2010
Completed by: **Date**

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

[Bayview Hunters Point Redevelopment Project Area]

Ordinance approving and adopting an amendment to the Redevelopment Plan for the Bayview Hunters Point Redevelopment Project Area; approving and authorizing an Interagency Cooperation Agreement between the City and County of San Francisco and the Redevelopment Agency of the City and County of San Francisco, in furtherance of the adoption and implementation of the Redevelopment Plan Amendment; adopting findings pursuant to the California Environmental Quality Act; adopting findings that the Redevelopment Plan Amendment is consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1; adopting other findings pursuant to California Community Redevelopment Law, including findings pursuant to Sections 33445 and 33445.1.

NOTE: Additions are *single-underline italics Times New Roman*; deletions are ~~*strike-through italics Times New Roman*~~. Board amendment additions are double-underlined; Board amendment deletions are ~~strikethrough normal~~.

Be it ordained by the People of the City and County of San Francisco:

Section 1. FINDINGS. The Board of Supervisors of the City and County of San Francisco hereby finds, determines and declares, based on the record before it, including but not limited to information contained in the Report on the Plan Amendment, Bayview Hunters Point Redevelopment Plan Amendment (the "Report to the Board," a copy of which is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference) that:

A. On May 23, 2006, the Board of Supervisors approved and adopted, by Ordinance No. 113-06, the Redevelopment Plan for the Bayview Hunters Point Redevelopment Project ("Redevelopment Plan"), which expanded and renamed the Hunters

Point Redevelopment Project Area (the "Project Area"). The Redevelopment Plan established Activity Nodes in the Project Area, including the Candlestick Point Activity Node.

B. In May 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing a conceptual framework (the "Conceptual Framework") for the integrated development of the Candlestick Point subarea of the Project Area and Phase 2 of the Hunters Point Shipyard (the "Project Site"). The Conceptual Framework envisioned a major mixed-use project, including hundreds of acres of new and restored open space, thousands of new units of affordable housing, a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Shipyard, and a site for a new stadium for the 49ers on the Shipyard (the "Project").

C. On June 3, 2008, the City's voters passed Proposition G, the Jobs Parks and Housing Initiative, which: (i) adopted policies for the revitalization of the Project Site; (ii) authorized the conveyance of City land under Recreation and Park Department jurisdiction within Candlestick Point in furtherance of the Project, provided that the transferred property is replaced with other property of at least the same acreage that will be improved and dedicated as public parks or open space in the Project; (iii) repealed Proposition D and Proposition F (June 1997) relating to prior plans for the development of a new stadium and retail entertainment project on Candlestick Point; and (iv) urged the City, the Redevelopment Agency of the City and County of San Francisco (the "Agency"), and all other governmental agencies with jurisdiction to proceed expeditiously with the Project.

D. The Agency, working with the Bayview Hunters Point Project Area Committee ("PAC"), has prepared a proposed amendment to the Redevelopment Plan (the "Redevelopment Plan Amendment") and various other documents consistent with the California Community Redevelopment Law, Health and Safety Code Sections 33000 et seq. ("Community Redevelopment Law"), the Conceptual Framework and Proposition G. The

Redevelopment Plan Amendment designates the Candlestick Point Activity Node as Zone 1, and the balance of the Project Area as Zone 2. Additionally, the Redevelopment Plan Amendment revises the land uses within Zone 1 of the Bayview Hunters Point Project Area to facilitate the new development envisioned by the Conceptual Framework and Proposition G, increases the limit on the amount of bonded indebtedness and establishes certain development fees and exactions applicable to Zone 1. The Redevelopment Plan Amendment, however, does not change the boundaries of the Project Area.

E. Pursuant to Sections 33220, 33343, 33344 and 33370 of the Community Redevelopment Law, and in order to promote development in accordance with objectives and purposes of the Redevelopment Plan Amendment and documents relating to the Redevelopment Plan, the City intends to undertake and complete proceedings and actions necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Redevelopment Plan Amendment, and provide for the expenditure of monies by the community in carrying out the Redevelopment Plan, and, specifically, the City wishes to enter into an Interagency Cooperation Agreement with the Redevelopment Agency, substantially in the form on file with the Clerk of the Board in File No. 100458 (the "Interagency Cooperation Agreement"), to provide for cooperation between the City and the Redevelopment Agency in administering the process for control and approval of subdivisions, and all other applicable land use, development, construction, improvement, infrastructure, occupancy and use requirements and in establishing the policies and procedures relating to such approvals and other actions as set forth in the Interagency Cooperation Agreement. The Interagency Cooperation Agreement relates to the entire Project Site, including property under the Hunters Point Shipyard Redevelopment Plan. All references to documents and agreements in the Board File in this Ordinance are incorporated into this Ordinance by reference as though fully set forth herein.

F. Over the past three years more than 230 public meetings, workshops and presentations have been held on every aspect of the Project to the PAC, the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area (the "CAC"), the Agency Commission, the Planning Commission, this Board of Supervisors and other City commissions and community groups.

G. The PAC has reviewed and considered the Redevelopment Plan Amendment on numerous occasions, including PAC meetings held on January 28, 2010, April 5, 2010 and April 22, 2010. On _____, the PAC voted and recommended approval of the Redevelopment Plan Amendment by the Agency Commission and the Board of Supervisors.

H. Pursuant to Section 33457.1 of the Community Redevelopment Law, a proposed amendment to a redevelopment plan requires the preparation and public availability of reports and information that would otherwise be required for a redevelopment plan adoption "to the extent warranted" by the proposed amendment. The Agency has prepared the Report to the Board. The Report to the Board has been made available to the public before the date of the public hearing on this Ordinance approving the Redevelopment Plan Amendment, all in accordance with the Community Redevelopment Law.

I. On May 6, 2010, the Agency transmitted the proposed Redevelopment Plan Amendment to the Planning Commission pursuant to Section 33346 of the Community Redevelopment Law for the Planning Commission's report and recommendation concerning the Redevelopment Plan Amendment and its conformity with the General Plan. On _____, 2010, at a duly noticed joint public hearing with the Agency Commission, the Planning Commission, after certifying the completion of the Final Environmental Impact Report ("FEIR") for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("CP-HPS II Project"), and adopting amendments to the General Plan, Planning Code and Zoning Map, adopted Motion No. _____, which found that the

Redevelopment Plan Amendment and the other related actions being taken concurrently with the Motion, are consistent with the General Plan as proposed for amendment and with the Eight Priority Policies of Section 101.1 of the Planning Code and further recommended approval of the Redevelopment Plan Amendment. A copy of the Planning Commission Motion is on file with the Clerk of the Board of Supervisors in File No. _____.

J. At the same joint public hearing, following the Planning Commission's action, the Agency adopted its Resolution No. _____ (the "Agency Approval Resolution") which, among other things, approved the Report to the Board and the adoption of the Redevelopment Plan Amendment. The Agency has transmitted certified copies of the Agency Approval Resolution to the Board of Supervisors and attached its Report to the Board and the Redevelopment Plan Amendment. A copy of the Agency Approval Resolution is on file with the Clerk of the Board of Supervisors in File No. _____, and is incorporated herein by reference as though fully set forth.

K. On _____, 2010, the Board of Supervisors held a duly noticed public hearing on the Redevelopment Plan Amendment. The hearing has been closed. Notice of such hearing was published in accordance with Section 33361 of the Community Redevelopment Law in The San Francisco Examiner , a newspaper of general circulation, printed, published and distributed in the City and County of San Francisco describing the boundaries of the Project Area and stating the day, hour and place when and where any interested persons may appear before the Board of Supervisors to object to the Redevelopment Plan Amendment. At such hearing the Board considered the Report to the Board and recommendations of the Agency and the Planning Commission, the FEIR, and all evidence and testimony for and against the proposed Redevelopment Plan Amendment.

Section 2. CEQA DETERMINATIONS.

A. On _____, 2010, the Agency Commission by resolution and the Planning Commission by motion certified the FEIR as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.).

B. On _____, 2010, the Planning Commission adopted findings, as required by CEQA, regarding the alternatives, mitigation measures, and significant environmental effects analyzed in the FEIR; a statement of overriding considerations for approval of the CP-HPS II Project; and a proposed mitigation monitoring and reporting program (collectively, "CEQA Findings"). On _____, 2010, the Agency Commission adopted the CEQA Findings, which are attached to the Agency Approval Resolution and include a proposed Mitigation Monitoring and Reporting Program. This material, together with the FEIR and related Planning Department and Agency files, were made available to the public and the Board of Supervisors for its review, consideration, and action, are on file with the Clerk of the Board of Supervisors in File No. _____.

C. Concurrently with this Ordinance, the Board of Supervisors has adopted Resolution No. _____, adopting findings under CEQA, including the adoption of a mitigation monitoring and reporting program and a statement of overriding considerations in connection with the development of the CP-HPS II Project, which resolution is on file with the Clerk of the Board of Supervisors in File No. 100572. The Board of Supervisors endorses the implementation of the mitigation measures for implementation by other City departments and recommends for adoption those mitigation measures that are enforceable by agencies other than City departments, all as set forth in the foregoing resolution.

Section 3. PURPOSES AND INTENT. The purposes and intent of the Board of Supervisors with respect to this Ordinance are to adopt the Redevelopment Plan Amendment in accordance with the Community Redevelopment Law and to achieve the objectives for redevelopment of the Project Area specified in the Redevelopment Plan Amendment.

Section 4. INCORPORATION BY REFERENCE. By this reference, the Redevelopment Plan Amendment, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 100658, is incorporated in and made part of this Ordinance with the same force and effect as though set forth fully herein.

Section 5. FURTHER FINDINGS AND DETERMINATIONS UNDER THE COMMUNITY REDEVELOPMENT LAW. To the extent required by the Community Redevelopment Law, the Board of Supervisors hereby finds, determines and declares, based on the record before it, including but not limited to information contained in the Report to the Board on the Redevelopment Plan Amendment that:

A. Significant blight (as described in the Report to the Board) remains within the Project Area, the redevelopment of which is necessary to effectuate the public purposes declared in the Community Redevelopment Law.

B. The remaining significant blight in the Project Area cannot be eliminated without the increase in the amount of bonded indebtedness from $400 million to $1.22 billion.

C. The Redevelopment Plan Amendment will redevelop the Project Area in conformity with the Community Redevelopment Law and is in the interests of the public peace, health, safety and welfare.

D. The adoption and carrying out of the Redevelopment Plan Amendment is economically sound and feasible as described in the Report to the Board.

E. The Redevelopment Plan Amendment, once effective, will be consistent with the General Plan of the City and County of San Francisco, as amended, and is consistent with the

Eight Priority Policies in the City's Planning Code Section 101.1 for the reasons stated in the General Plan and Priority Policy Consistency findings and in other documents on file with the Clerk of the Board of Supervisors in File No. _____.

F. The carrying out the Redevelopment Plan Amendment will promote the public peace, health, safety and welfare of the community and effectuate the purposes and policies of the Community Redevelopment Law.

G. The Redevelopment Plan Amendment does not change the existing limitations on the condemnation of real property established in the Redevelopment Plan.

H. The Redevelopment Plan does not authorize the use of eminent domain to displace persons from residentially-zoned areas and legally occupied dwelling units and in other contexts. Nonetheless, if displacement occurs through other means, the Agency has a feasible method or plan for the relocation of families and person displaced from the Project Area. There are, or shall be provided, in the Project Area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced from the Project Area, decent, safe, and sanitary dwellings equal in number to the number of and available to the displaced families and persons and reasonably accessible to their places of employment.

I. Families and persons shall not be displaced prior to the adoption of a relocation plan pursuant to Sections 33411 and 33411.1 of the Community Redevelopment Law. Dwelling units housing person and families of low or moderate income shall not be removed or destroyed prior to the adoption of a replacement housing plan pursuant to Sections 33334.5, 33413, and 33413.5 of the Community Redevelopment Law.

J. The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency.

K. The Project Area continues to be predominantly urbanized, as defined by Subdivision (b) of Section 33320.1.

L. The implementation of the Redevelopment Plan Amendment will improve or alleviate the physical and economic conditions of the remaining significant blight that are described in the Report to the Board of Supervisors prepared pursuant to Sections 33457.1 and 33352 of the Community Redevelopment Law.

Section 6. APPROVAL OF PLAN AMENDMENT. Pursuant to Section 33365 of the Community Redevelopment Law, the Board of Supervisors hereby approves and adopts the Redevelopment Plan Amendment as the official Redevelopment Plan for the Project Area.

Section 7. TRANSMITTAL AND RECORDATION. The Clerk of the Board of Supervisors shall without delay (1) transmit a copy of this Ordinance to the Agency pursuant to Section 33372, whereupon the Agency shall be vested with the responsibility for carrying out the Redevelopment Plan Amendment, (2) record or ensure that the Agency records a description of the Project Area and a certified copy of this Ordinance pursuant to Section 33373, and (3) transmit, by certified mail, return receipt requested, a copy of this Ordinance, together with a copy of the Redevelopment Plan Amendment, which contains a legal description of the Project Area and a map indicating the boundaries of the Project Area, to the Controller, the Tax Assessor, the State Board of Equalization and the governing body of all taxing agencies in the Project Area pursuant to Sections 33375 and 33670.

Section 8. IMPLEMENTATION OF REDEVELOPMENT PLAN AMENDMENT AND APPROVAL OF THE INTERAGENCY COOPERATION AGREEMENT. The Board of Supervisors declares its intent to undertake and complete actions and proceedings necessary to be carried out by the City under the Redevelopment Plan Amendment and related Plan Documents (as defined in the Redevelopment Plan Amendment) and authorizes and urges the Mayor and other applicable officers, commissions and employees of the City to take any

and all steps as they or any of them deem necessary or appropriate, in consultation with the City Attorney, to cooperate with the Agency in the implementation of the Redevelopment Plan Amendment and to effectuate the purposes and intent of this Ordinance, such determination to be conclusively evidenced by the execution and delivery by such person or persons of any such documents. Such steps shall include, but not be limited to (i) the execution and delivery of any and all agreements, notices, consents and other instruments or documents (including, without limitation, execution by the Mayor, or the Mayor's designee, of any agreements to extend any applicable statutes of limitation), (ii) the institution and completion of proceedings for the closing, vacating, opening, acceptance of dedication and other necessary modifications of public streets, sidewalks, street layout and other rights-of-way in the Project Area, and (iii) the execution, delivery and performance of the Interagency Cooperation Agreement as it relates to the Project Area. The Board of Supervisors finds and determines that the Interagency Cooperation Agreement is and will be beneficial to the residents of the City and the Project Area, and is consistent with the General Plan as amended and the Eight Priority Policies of Section 101.1. In accordance with the Interagency Cooperation Agreement, the City will undertake certain actions to ensure the continued fulfillment of the objectives of the Redevelopment Plan Amendment. Such agreement by the City shall also include, without limitation, compliance with the specified mitigation measures that are referenced in the Interagency Cooperation Agreement..

Section 9. ADDITIONAL BOARD FINDINGS FOR INFRASTRUCTURE IN THE PROJECT AREA. The Board of Supervisors finds that pursuant to Section 33445 of the Community Redevelopment Law and further detailed in the Infrastructure Plan attached to the Interagency Cooperation Agreement (the "Infrastructure Plan") and other matters in the record before it: (1) the Agency will use tax increment and other funds to construct and install certain public improvements located inside or contiguous to the Project Area (the "Project

Area Public Improvements"); (2) the Project Area Public Improvements are of benefit to the Project Area by helping to eliminate blight within the Project Area; (3) no other reasonable means of financing the installation and construction of the Project Area Public Improvements are available to the City; and (4) the payment of funds for the cost of the Project Area Public Improvements is consistent with the Implementation Plan that is adopted pursuant to Section 33490 and that is part of the Report to the Board of Supervisors.

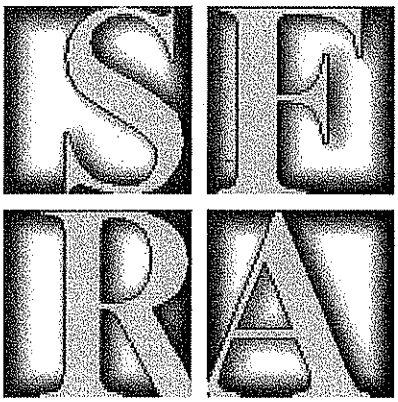
Section 10 ADDITIONAL BOARD FINDINGS FOR INFRASTRUCTURE OUTSIDE OF THE PROJECT AREA. The Board of Supervisors finds that pursuant to Section 33445.1 of the Community Redevelopment Law and further detailed in the Infrastructure Plan and other matters in the record before it: (1) the Agency will use tax increment and other funds to construct and install certain public improvements located outside and not contiguous to the Project Area (the "Other Public Improvements"); (2) the Other Public Improvements are of primary benefit to the Project Area ; (3) the Other Public Improvements will help eliminate blight within the Project Area; (4) no other reasonable means of financing the installation and construction of the Other Public Improvements are available to the City; (5) the payment of funds for the cost of the Other Public Improvements is consistent with the Implementation Plan that is adopted pursuant to Section 33490 and that is part of the Report to the Board of Supervisors ; and (6) the installation of each Other Public Improvement is provided for in the Redevelopment Plan Amendment.

Section 11. EFFECTIVE DATE. The approval under this Ordinance shall take effect upon the effective date of the amendments to the General Plan, Planning Code and Zoning Map approved under Board of Supervisors Ordinance No. _____, a copy of which is on file with the Clerk of the Board of Supervisors in File No. _____.

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

By: _____
Charles Sullivan
Deputy City Attorney

REDEVELOPMENT PLAN
FOR THE
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT
DRAFT PLAN AMENDMENT
May 6, 2010



SAN FRANCISCO
REDEVELOPMENT AGENCY

Adopted _____, 2010

REDEVELOPMENT PLAN
FOR THE
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT

Bayview Hunters Point Redevelopment Plan
Approved and Adopted by the Board of Supervisors
of the City and County of San Francisco,
Ordinance No. 25-69, January 20, 1969

Amendments Adopted and Approved by the Board of Supervisors
of the City and County of San Francisco,
Ordinance No. 280-70, August 24, 1970,
Ordinance No. 475-86, December 1, 1986,
Ordinance No. 417-94, December 12, 1994,
Ordinance No. 113-06, June 01, 2006,
and Ordinance No. xxx-xx, XXX xx, 2010.

INTERAGENCY COOPERATION AGREEMENT
(Candlestick Point and Phase 2 of the Hunters Point Shipyard)

This INTERAGENCY COOPERATION AGREEMENT (CANDLESTICK POINT AND PHASE 2 OF THE HUNTERS POINT SHIPYARD) (this "**ICA**") dated for reference purposes as of June 3, 2010, is between the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county (the "**City**"), and the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic of the State of California (together with any successor public agency, the "**Agency**"), in reference to the Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) dated for reference purposes as of June 3, 2010, between the Agency and CP DEVELOPMENT CO., LP, a Delaware limited partnership (together with its successors, "**Developer**") (including all attached and incorporated exhibits and as amended from time to time, the "**DDA**"). Capitalized terms used but not otherwise defined in this ICA shall have the meanings for such terms set forth in the DDA.

RECITALS

A. In accordance with the California Community Redevelopment Law (Health & Safety Code sections 33000 et seq.) ("**CCRL**"), the City approved: (1) the Hunters Point Shipyard Redevelopment Plan by Ordinance No. 285-97, adopted by the Board of Supervisors of the City and County of San Francisco (the "**Board of Supervisors**") on July 14, 1997; and (2) an amendment to the Hunters Point Shipyard Redevelopment Plan by Ordinance No. _____, adopted _____, 2010, providing for the Project (the "**Shipyard Plan Amendment**") (the Hunters Point Shipyard Redevelopment Plan, as amended and as amended from time to time to the extent permitted under the DDA,, the "**Shipyard Redevelopment Plan**"). The Shipyard Redevelopment Plan provides for the redevelopment, rehabilitation, reuse, and revitalization of the former Hunters Point Naval Shipyard containing approximately 500 acres of land along the southeastern waterfront of San Francisco, as described in the Shipyard Redevelopment Plan (the "**Shipyard Redevelopment Plan Area**"). The Shipyard Redevelopment Plan Area consists of Parcels A through G.

B. The City also approved, in accordance with CCRL: (1) the Hunters Point Redevelopment Plan by Ordinance No. 25-69 adopted January 20, 1969; (2) an amendment to the Hunters Point Redevelopment Plan by Ordinance No. 280-70 adopted August 24, 1970; (3) an amendment to the Hunters Point Redevelopment Plan by Ordinance No. 475-86 adopted December 1, 1986; (4) an amendment to the Hunters Point Redevelopment Plan by Ordinance No. 417-94 adopted December 12, 1994; (5) an amendment to the Hunters Point Redevelopment Plan by Ordinance No. 113-06 adopted June 1, 2006, under which the plan was renamed the Bayview Hunters Point Redevelopment Plan, the redevelopment project area was enlarged to add an additional project area designated as BVHP Redevelopment Plan Project Area B, and the financing plan for redevelopment was amended to provide for tax increment financing for Project Area B; and (6) an amendment to the Bayview Hunters Point Redevelopment Plan by Ordinance No. _____, adopted _____, 2010 (the "**BVHP Plan Amendment**") (the Bayview Hunters Point Redevelopment Plan, as amended and as amended from time to time to the extent permitted under the DDA, the "**BVHP Redevelopment Plan**"), under which Project Area B was split into two zones: Zone 1 corresponding to the Candlestick Point Activity Node, including the

Alice Griffith Site, and Zone 2 consisting of the remainder of Project Area B. The BVHP Redevelopment Plan provides for the redevelopment, rehabilitation, and revitalization of approximately 1,500 acres of land in the southeastern area of San Francisco north and west of the Shipyard Redevelopment Plan Area, as described in the BVHP Redevelopment Plan (the "**BVHP Redevelopment Plan Area**").

C. San Francisco voters passed Proposition G on June 3, 2008. Consistent with Proposition G:

1. City policy encourages a mixed-use development of the Project Site, which includes the Candlestick Site and the Shipyard Site (not including the Hunters Point Hill Residential District as defined in the Shipyard Redevelopment Plan). At full build-out, this development is anticipated to include: over 300 acres of public park and open space improvements; 10,500 homes for sale or rent; 885,000 square feet of retail uses; about 2,650,000 square feet of green office, science and technology, and research and development; a 150,000 square foot hotel; a 10,000 seat arena or other public performance site; a 300 slip marina, a site in the Shipyard Site for a new stadium if the 49ers and the City timely determine that the stadium is feasible; and additional green office, science and technology, research and development, and industrial uses if the stadium is not built.

2. City policy mandates that the Project: produce tangible community benefits for BVHP and the City; reconnect the Project Site with the Bayview and protect the Bayview's character for existing residents; produce substantial new affordable and market-rate rental and for-sale housing and encourage rebuilding Alice Griffith; incorporate environmental sustainability; encourage the 49ers to remain in San Francisco by providing a new stadium site and supporting infrastructure; and require the project to be financially sound, with or without a new stadium.

3. Under City Charter section 4.113, the voters authorized the City to transfer for non-recreational use any park land under Recreation and Park Commission jurisdiction within the Candlestick Site (the "**RecPark Property**") free of any park or recreational use restrictions if: the City's approval is conditioned on a binding obligation to create new public park or public open space areas in the Project Site at least equal in size to the transferred park land; and the Board of Supervisors finds that the proposed new public park or public open space areas are suitable and will be dedicated for those purposes and that the transfer will further the objectives for the Project as set forth in Proposition G.

4. The City, the Agency, and other public agencies with jurisdiction over aspects of the Project to proceed as expeditiously as possible to implement Proposition G and take actions such as adopting land use controls for the Project Site consistent with Proposition G's objectives, subject to public review processes outlined in Proposition G. Finally, by adopting Proposition G, the voters "encourage the Board of Supervisors and other public agencies with applicable jurisdiction to approve such final development plans at the conclusion of the review process . . . so long as the Board of Supervisors and the Mayor then determine that such plans are generally consistent with [Proposition G's] objectives," even if the final development plan for and boundaries of the Project Site are materially different from those identified in Proposition G due to variables such as market changes, economic feasibility, and the

49ers' decision regarding a stadium. In approving this ICA and the RecPark Land Transfer Agreement, the Board of Supervisors finds that the new land areas contemplated under the DDA are suitable for public park or public open space and will be dedicated for such uses and the transfer of the RecPark Property as and when required under the DDA and the RecPark Land Transfer Agreement furthers development of the Project Site consistent with the objectives set forth in Proposition G.

D. The Planning Commission certified an environmental impact report for the Project on _____, 2010, by Motion No. _____, and the Board of Supervisors, by Resolution No. _____, adopted _____, 2010, adopted findings and mitigation measures under the California Environmental Quality Act ("**CEQA**") that must be implemented to reduce the environmental impacts of the Project to less than significant (the "**Mitigation Measures**"). As amended, the Shipyard Redevelopment Plan and the BVHP Redevelopment Plan (sometimes referred to collectively as the "**Redevelopment Plans**") are consistent with and implement Proposition G.

E. To implement Proposition G and the Redevelopment Plans, the Agency and Developer have entered into the DDA. The DDA provides for Developer to construct and improve Infrastructure in accordance with the Infrastructure Plan attached to the DDA, a copy of which is also attached to this ICA as Exhibit A. Developer will construct Infrastructure in phases as described in the DDA. In addition, the DDA incorporates the Mitigation Measures that must be implemented at specified stages of development. Design controls governing the Project are set forth in the Design for Development attached to the DDA (as amended from time to time to the extent permitted under the DDA, the "**Design for Development**").

F. The Design Review and Document Approval Procedure attached to the DDA (the "**DRDAP**") and the Planning Cooperation Agreement provide for expedited review and approval of Major Phase Applications, Sub-Phase Applications, and Vertical Applications for the Project Infrastructure and Improvements (the "**Agency Applications**"). The parties desire to provide for expedited review by the City Agencies of the Agency Applications and to establish a process for Agency expedited review of applications to the City Agencies for the Project, including but not limited to subdivision maps, site permits, grading permits, and building permits (the "**City Applications**", together with Agency Applications, the "**Project Applications**"). In accordance with San Francisco Campaign and Governmental Conduct Code section 3.400(b), the City and the Agency find and agree that there is a compelling public policy basis to expedite the review and permitting process for Project Applications as contemplated by this ICA and the DRDAP.

G. The redevelopment of the Project Site shall be completed in accordance with the Redevelopment Plans, the Plan Documents (as defined in each of the Redevelopment Plans), and the Design for Development (collectively, the "**Redevelopment Documents**"). Developer's obligations for redevelopment of the Project Site are further set forth in the DDA and will be further defined in any future Agency Approvals given under the DRDAP (collectively, with the Redevelopment Documents, the "**Redevelopment Requirements**"). Development of the Project on the Project Site in accordance with the Redevelopment Requirements affords numerous public benefits for the City and its residents, which include: eliminating blighting influences from and revitalizing the blighted Project Site; constructing substantial new rental and for-sale affordable and market-rate housing; creating publicly accessible open space and new, enhanced public

access to the waterfront; and generating new jobs, including employment opportunities for economically disadvantaged individuals.

H. Under CCRL section 33220(e), certain public bodies, including the City, are authorized to aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. To promote development in accordance with objectives and purposes of the Redevelopment Documents, the City and the Agency are entering into this ICA to provide for their cooperation in administering the control and approval of subdivisions, and all other applicable land use, development, construction, improvement, infrastructure, occupancy, and use requirements applicable to the Project.

ACCORDINGLY, the City and the Agency agree as follows:

AGREEMENT

1. PURPOSE OF THIS ICA.

1.1 ***City and Agency***. The purpose of this ICA is to facilitate implementation of the Redevelopment Plans and Proposition G, and development of the Project on the Project Site in accordance with the Redevelopment Documents. The City and the Agency agree that: (a) development of the Project in accordance with the Redevelopment Documents is in the best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws; (b) they intend for this ICA to provide the framework for cooperation between the City and the Agency with respect to the review and approval of Project Applications; and (c) this ICA is for their mutual benefit.

1.2 ***Developer; Vertical Developer***. The City and the Agency agree that: (a) this ICA is for Developer's express benefit, subject to Developer's Consent, which is attached to and is a part of this ICA; (b) except as set forth in Section 10.4, Developer (including Developer's Transferees) and Vertical Developers are entitled to rely on, receive benefits conferred by, and enforce this ICA, but only on the condition that neither the Agency nor the City will be liable for any damages under this ICA; and (c) their intention is to provide mechanisms for Developer to develop the Project on the Project Site in accordance with this ICA and the Redevelopment Documents. Developer's burdens and benefits under this ICA and the Developer's Consent attached to this ICA, and all limitations on those burdens and benefits, will accrue to Developer (including Transferees) and to Vertical Developers, as applicable. The DDA contemplates partial transfers and partial terminations of the DDA, and Developer and Vertical Developers will have third-party beneficiary rights under this ICA only to the extent it affects or relates to the land on which Developer or the Vertical Developer, as applicable, has rights under the DDA.

2. EFFECTIVE DATE; TERM.

2.1 ***Effective Date***. This ICA will become effective on the date on which both the BVHP Plan Amendment and the Shipyard Plan Amendment are effective (the "**ICA Effective Date**").

2.2 ***Term***. The term of this ICA (the "**ICA Term**") begins on the ICA Effective Date and ends, with respect to any portion of the Project Site, on the date that the DDA terminates with respect to that portion of the Project Site.

2.3 ***City***. The City's approval of this ICA will be evidenced by the signatures of the Mayor, the Clerk of the Board of Supervisors, the Controller, and the Director of Public Works. The Planning Department is entering into a separate Planning Cooperation Agreement with respect to the Project. Any other City Agency's approval will be evidenced by its written consent, which will be attached to and be a part of this ICA, but a City Agency's failure to consent to this ICA will not cause this ICA to be void or voidable. Each City Agency, including the SFMTA, the SFPUC, the Port and SFFD, shall bound by this ICA only if they approve this ICA and execute the attached consent form evidencing such approval.

3. COOPERATION.

3.1 ***Agreement to Cooperate***. The City agrees to aid the Agency, and the City and the Agency agree to cooperate with one another, to expeditiously implement the Project in accordance with the Redevelopment Documents and undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of the Redevelopment Documents are fulfilled during the ICA Term. Nothing in this ICA obligates the City or the Agency to spend any sums of money or incur any costs other than Agency Costs that Developer or Vertical Developers must reimburse under the DDA or administrative costs that Developer or Vertical Developers must reimburse through the payment of permit or processing fees.

3.2 ***No General Fund Commitment***. This ICA is not intended to, and does not, create any commitment of the City's General Fund in any manner that would violate the debt limitations under article XVI, section 18 of the State Constitution or the fiscal provisions of the City's Charter, including Charter section 3.105.

3.3 ***Environmental Review***. This ICA does not limit the City's or the Agency's obligation to comply with applicable environmental laws, including CEQA, before taking any discretionary action regarding the Project.

3.4 ***Expeditious Processing of Approvals.***

(a) DPW and the Task Force. Developer, the Agency and/or the City may retain third-party professionals to assist City and Agency staff with efficiently fulfilling their respective obligations for expeditious processing of permits under this ICA and the DRDAP (the "**Task Force**"), provided that (A) such third-party professional does not pose a conflict between the interests of the Agency or City and Developer with respect to matters involving Developer or the interest of the Agency or City and Vertical Developer with respect to matters involving Vertical Developer and (B) at least sixty (60) days before retaining any such third-party professional (or renewing the retention of such third-party professional), the Department of Public Works ("**DPW**"), Agency and Developer staff shall meet and confer about the identity, cost and scope of work of such third-party professional to ensure that such third-party professional is used in an efficient manner and avoids redundancies. Any contracts with any

such third-party professionals shall provide for a maximum term of one (1) year and a maximum fee for the specified scope of work. In the event that the Task Force is disbanded, the Parties shall revise the time lines for Agency and City review of Project Applications under this ICA, the DRDAP and the Planning Cooperation Agreement in light of available staffing.

(b) The City and the Agency agree that, for the Project: (i) except as provided in Section 7.1, DPW will act as the City's lead agency to facilitate coordinated review of Project Applications, (ii) DPW staff and the Task Force will: (x) work with Developer to ensure that Project Applications are technically sufficient and constitute Complete Applications, as required under the DRDAP, the Applicable City Regulations and applicable State and federal law; and (y) interface with City and Agency staff responsible for reviewing Project Applications to ensure that review of the Project Applications is concurrent and that the approval process is efficient and orderly and avoids redundancies. The Parties agree that all costs of the Task Force will be Agency Costs, subject to the limitations set forth in the DDA and this ICA.

(c) Priority Project. The City and the Agency agree that the development of the Project as contemplated by the Redevelopment Documents is a priority project for which they will review and process Complete Project Applications as expeditiously as is reasonably feasible, as more particularly described in the DRDAP and this ICA.

(d) Pre-Submission of Applications. The Agency, with the Task Force's assistance, will advise applicable City Agencies of, and invite them to participate in, any pre-submission conference for an Agency Application. The Agency will require Developer to provide any City Agencies choosing to participate in any pre-submission conference with a copy of Developer's submission in accordance with the DRDAP.

(e) City and Agency Review of Applications. As set forth in the DRDAP, the Agency will review and consider Agency Applications for Completeness and consistency with the Redevelopment Requirements, subject to the following:

(i) City Agencies. The Agency will submit each Complete Agency Application, or applicable portions thereof, to applicable City Agencies. Each City Agency will review submittals made to them under this ICA for consistency with the Applicable City Regulations and applicable State and federal law, and will make recommendations to the Agency within thirty (30) days of the City Agency's receipt of such Complete Agency Application. The City Agencies will not make recommendations or impose requirements that are inconsistent with the Redevelopment Documents, Applicable City Regulations, or applicable State and federal law.

(ii) Port. If the Port then has jurisdiction of land (including submerged land) within the Project Site because certain Trust Exchanges between the Agency and the Port, authorized under Senate Bill 792 (Ch. 203, Stats. 2009) have not closed, then, by this ICA, the Port delegates to the Agency the authority to conduct design review for Major Phases, Sub-Phases, and Lots on land under Port jurisdiction. Consistent with the attached Port Consent, the Port delegates to DPW the authority to grant any approvals required for construction of open space or Infrastructure on land then under Port jurisdiction, subject to consultation with the Port's Chief Harbor Engineer.

(iii) SFMTA. Before the Agency approves any Agency Application that includes or should include (1) future Infrastructure that will be under SFMTA jurisdiction upon City acceptance (the "**SFMTA Infrastructure**"), or (2) certain transportation-related Mitigation Measures, the implementation of which will be within SFMTA jurisdiction (the "**Transportation-Related Mitigation Measures**"), the Agency shall submit each such Complete Agency Application to the SFMTA for review and comment to ensure that SFMTA requirements are satisfied, including any requirements for start-up testing protocols and warranties. The SFMTA will review each such Complete Agency Application, or applicable portions thereof, and provide comments to the Agency within thirty (30) days of the SFMTA's receipt of such Complete Agency Application. In addition, the Agency, Developer, and Vertical Developers, as applicable, will work collaboratively with the SFMTA to ensure that SFMTA Infrastructure and Transportation-Related Mitigation Measures are discussed as early in the review process as possible and that the Agency and the SFMTA act in concert with respect to these matters.

(iv) SFPUC. Before the Agency approves any Agency Application that includes or should include (1) future Infrastructure that will be under SFPUC jurisdiction upon City acceptance (the "**SFPUC Infrastructure**"), or (2) certain utility-related Mitigation Measures, the implementation of which will be within SFPUC jurisdiction (the "**SFPUC-Related Mitigation Measures**"), the Agency shall submit each such Complete Agency Application to the SFPUC for review and comment to ensure that SFPUC requirements are satisfied, including any requirements for start-up testing protocols and warranties. The SFPUC will review each such Complete Agency Application, or applicable portions thereof, and provide comments to the Agency within thirty (30) days of the SFPUC's receipt of such Complete Agency Application. In addition, the Agency, Developer, and Vertical Developers, as applicable, will work collaboratively with the SFPUC to ensure that SFPUC Infrastructure and SFPUC-Related Mitigation Measures are discussed as early in the review process as possible and that the Agency and the SFPUC act in concert with respect to these matters.

(v) SFFD. Before the Agency approves any Agency Application that includes or should include (1) future Infrastructure that will be under SFFD jurisdiction upon City acceptance (the "**SFFD Infrastructure**"), or (2) certain utility-related Mitigation Measures, the implementation of which will be within SFFD jurisdiction (the "**SFFD-Related Mitigation Measures**"), the Agency shall submit each such Complete Agency Application to the SFFD for review and comment to ensure that SFFD requirements are satisfied, including any requirements for start-up testing protocols and warranties. The SFFD will review each such Complete Agency Application, or applicable portions thereof, and provide comments to the Agency within thirty (30) days of SFFD's receipt of such Complete Agency Application. In addition, the Agency, Developer, and Vertical Developers, as applicable, will work collaboratively with the SFFD to ensure that SFFD Infrastructure and SFFD-Related Mitigation Measures are discussed as early in the review process as possible and that the Agency and the SFFD act in concert with respect to these matters.

(f) Agency and City Review of City Applications. Within five (5) days of its determination that a City Application is Complete, City staff shall submit a copy of such Complete City Application to the Agency. Within thirty (30) days of its receipt of a Complete City Application, the Agency will review such City Application and advise the City if the City Application complies and is consistent with the applicable Redevelopment Documents. No City

Application will be approved and no City permit will be issued until the Agency has made a favorable compliance and consistency determination. The City shall not deny a City Application based on an item or element that is required by and consistent with the Redevelopment Documents. The City shall review and approve or deny each City Application in accordance with the Applicable City Regulations and applicable State and federal law, including the Permit Streamlining Act (Cal. Gov't Code §§ 65920 et seq.).

3.5 ***Specific Actions by the City***. City actions and proceedings subject to this ICA shall be through the Mayor or his or her designee, as well as affected City Agencies, and shall include:

(a) Trust Exchanges. Assisting the Agency in closing the Trust Exchanges as contemplated by the Public Trust Exchange Agreement.

(b) Alice Griffith. Assisting the Agency in negotiating the Alice Griffith DDA.

(c) Street Vacation, Dedication, Acceptance and other Street Related Actions. Instituting and completing proceedings for opening, closing, vacating, widening, or changing the grades of streets, roads, alleys, sidewalks, and other public rights-of-way and for other necessary modifications of the streets, the street layout and other public rights-of-way in the Project Site, including any requirement to abandon, remove, and relocate public utilities (and, when applicable, city utilities) within the public rights-of-way as necessary to carry out the Project and the Redevelopment Documents.

(d) Cooperation. Assisting the Agency as set forth in this ICA and in any memoranda of understanding or other agreements among the City Agencies or the City and the Agency in furtherance of this ICA and the Project.

(e) Planning. Assisting in the planning and implementation of the Project consistent with the Redevelopment Documents as well as providing General Plan referrals.

(f) Acquisition. Acquiring land and Infrastructure or other Improvements by accepting Developer's dedication of property and Completed Infrastructure and Improvements that have been constructed to City standards in accordance with the DDA and any Acquisition and Reimbursement Agreement.

(g) Release of Security. Releasing security as expeditiously as possible following the Completion of Infrastructure, but in no event before the applicable date for release under the Map Act and the CP/HPS Subdivision Code.

(h) State and Federal Assistance. Assisting the Agency in pursuing, and reasonably considering requests from Developer to pursue, state or federal grants on behalf of the Project, below market rate loans or other financial assistance or funding to assist in paying for environmental remediation of the Project Site, transportation and other infrastructure improvements, and other community benefits. The City shall make any Project Grant obtained by the City for the Project available to the Agency and Developer for use in accordance with the Financing Plan.

(i) Environmental Review. Complying with and implementing Mitigation Measures for which the City is responsible, whether as the municipal corporation or as a landowner.

(j) Tax Credits. Using its good faith efforts to prioritize any application for Tax Credits related to the Alice Griffith Replacement Projects, including at least two (2) nine percent (9%) tax credit allocations.

3.6 ***Procedures Required Under Applicable Laws.*** All City actions under this ICA will be taken subject to the limitations in Article 4.

4. APPLICABLE CITY REGULATIONS; CITY'S DUTY TO PROTECT PUBLIC HEALTH AND SAFETY.

4.1 Regardless of any future action by the City or the Agency, whether by ordinance, resolution, initiative, or otherwise, the rules, regulations, and official City and Agency policies applicable to and governing the overall design, construction, fees, use, or other aspects of the Project are: (1) the Redevelopment Documents; (2) to the extent not inconsistent therewith and not superseded by the applicable Redevelopment Plan, the Existing City Regulations (which include all provisions of the Building Construction Codes, i.e., the Parties understand and agree that no provision of the Building Construction Codes is inconsistent with or superseded by the Redevelopment Plans); (3) New City Regulations to the extent permitted in the Redevelopment Plans; (4) new or changed Development Fees and Exactions to the extent permitted in the Redevelopment Plans; (5) the Mitigation Measures; (6) and the DDA (items (1) through (5) above are collectively referred to as the "**Applicable City Regulations**"). Except for emergency measures, the City or the Agency, as applicable, will meet and confer with Developer to the extent feasible before adopting New City Regulations. The obligation to meet and confer with Developer will not affect the City's authority or the Agency's authority as described in the Redevelopment Plans.

5. SUBDIVISION MAP REQUIREMENTS AND INFRASTRUCTURE CONSTRUCTION.

5.1 ***Subdivision Maps Generally.*** Consistent with and in accordance with the California Subdivision Map Act (Cal. Gov't Code §§ 66410 et seq.) (the "**Map Act**") and the CP/HPS Subdivision Code: (a) the Director of Public Works, in consultation with the Agency and other reviewing City Agencies, shall review and shall approve or conditionally approve parcel maps, tentative transfer maps, tentative subdivision maps, vesting tentative transfer maps, vesting tentative subdivision maps, improvement agreements, and improvement plans and condominium maps to the extent they comply with the Map Act, the CP/HPS Subdivision Code and applicable State and federal law and are consistent with the Redevelopment Documents; and (b) the Director of Public Works shall review and recommend approval or conditional approval to the Board of Supervisors of improvement agreements and improvement plans and shall recommend approval to the Board of Supervisors of final maps, to the extent they comply with the Map Act, the CP/HPS Subdivision Code, and applicable State and federal law and are consistent with Applicable City Regulations. Consistent with and in accordance with the Map Act and the CP/HPS Subdivision Code, the Board of Supervisors, upon the recommendation of the Director of Public Works, shall approve or conditionally approve improvement agreements

and improvement plans to the extent they comply with the Map Act, the CP/HPS Subdivision Code, and applicable State and federal law and are consistent with the Applicable City Regulations. The Director of Public Works and the Board of Supervisors shall take such actions expeditiously in accordance with this ICA, and in accordance with the applicable times set forth in the Map Act, the CP/HPS Subdivision Code, and the Permit Streamlining Act.

5.2 ***Vesting Tentative Maps.*** The Director of Public Works shall waive the submittal requirements for a Vesting Tentative Transfer Map set forth in section 1333.2(a)(2) through (5) of the City's Subdivision Code (incorporated by reference in section 1633.1(a) of the CP/HPS Subdivision Code), provided the Vesting Tentative Transfer Map Application is otherwise Complete and conforms to and is consistent with the Redevelopment Documents. The Director of Public Works may also waive, in his or her sole discretion, one or more of the submittal requirements for a Vesting Tentative Subdivision Map set forth in section 1333.2(a)(2) through (5) of the City's Subdivision Code (incorporated by reference in section 1633.1(a) of the CP/HPS Subdivision Code), provided: (i) the Vesting Tentative Subdivision Map Application is otherwise Complete and conforms to and is consistent with the Redevelopment Documents, and (ii) a Major Phase Approval has been granted for the property that is the subject of such map.

5.3 ***Extensions of Life of Tentative Maps.*** Developer may apply for discretionary extensions of the life of any tentative map, transfer map, vesting tentative map, or vesting tentative transfer map up to the maximum cumulative time permitted for such extensions by the Map Act. Developer, at its option, may apply for the maximum extension time permitted under the Map Act at one time or may apply for multiple extensions that cumulate to the maximum extension time. Developer may apply for such extensions at the time it applies for a tentative map, transfer map, vesting tentative map, or vesting tentative transfer map or at any time therefore prior to expiration of such map. The Director of Public Works shall expeditiously review and approve or conditionally approve any extension applied for by Developer pursuant to this Section 5.3.

5.4 ***Processing Requirements.*** Developer must comply with the CP/HPS Subdivision Code, including requirements for public improvement agreements if the Infrastructure is not complete when the final map is approved, such as providing adequate security to guarantee completion of the public open space and other required Infrastructure improvements.

5.5 ***Construction Requirements.*** Subject to changes permitted under Article 4, construction requirements for Infrastructure and other Improvements must be consistent with the Infrastructure Plan and the Transportation Plan.

6. FEES AND EXACTIONS.

6.1 ***Administrative Fees.*** Nothing in this ICA precludes or constrains any City Agency from charging or collecting any Administrative Fee; provided the City will not charge or collect amounts greater than the Administrative Fee in effect at the time the City Agency service is rendered.

6.2 ***Development Fees and Exactions.*** During their terms, the applicable Redevelopment Plans will control which Development Fees and Exactions apply to development in the Project Site.

6.3 ***Taxes and Assessments.*** Nothing in this ICA, the Redevelopment Plans, or the other Redevelopment Requirements limits the City's or the Agency's ability to impose new or increased taxes or special assessments, including the special taxes under the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code §§ 53311 et seq.), as amended, or any equivalent or substitute tax or assessment, provided such taxes or assessments conform to and are consistent with the Financing Plan.

6.4 ***City's Cost Recovery.*** The DDA requires Developer to pay or cause to be paid Agency Costs, which includes reimbursement for specified City and Agency costs related to the Project. City Agency costs that are covered by Administrative Fees paid directly by Developer or Vertical Developers to the City Agency are not Agency Costs. Each City Agency shall submit to the Agency quarterly invoices for all Agency Costs incurred by the City Agency for reimbursement under the DDA. Any Agency Cost incurred by the City shall be invoiced to the Agency within six (6) months of the date the Agency Cost is incurred. To the extent that a City Agency fails to submit such invoices, the Mayor's Office or its designee shall request and gather such billing information and forward the same to the Agency. Any Agency Cost of a City Agency that is not invoiced to the Agency within twelve (12) months from the date the Agency Cost was incurred, shall not be recoverable. The Agency shall submit all invoiced Agency Costs to Developer in accordance with the DDA, and upon receipt of funds from Developer or Vertical Developers for such invoices, the Agency shall promptly forward such invoiced amounts to the applicable City Agency.

7. BUILDING PERMITS.

7.1 ***Applicable Codes.*** Any application for a building permit that Developer submits for construction of the Project during the ICA Term must be consistent with the Redevelopment Documents and the Applicable City Regulations at the time of the building permit application and shall be subject to the following requirements:

(a) DBI. The Department of Building Inspection ("**DBI**") will process and coordinate all City review of building permit applications and issue all building permits for the Project.

(b) Agency. The Agency will review and approve each building permit application for consistency with the Redevelopment Requirements before the permit is issued.

(c) Port. Through this ICA, the Port delegates to DBI the authority to issue any building permits required for buildings and delegates to DPW the authority to approve any permits required for construction of Parks and Open Space or Infrastructure on land then under Port jurisdiction, in each case after appropriate consultation with the Port's Chief Harbor Engineer.

8. PERMITS TO ENTER ON CITY PROPERTY.

8.1 ***Permits Generally.*** Subject to the rights of any third party and the City's reasonable agreement on the scope of the proposed work, the City will grant permits to enter on commercially reasonable terms in order to permit Developer to enter onto, investigate, undertake environmental response programs, construct Infrastructure or Improvements upon, or otherwise use property owned by the City, including the Port, in furtherance of the implementation of the Redevelopment Plans and in accordance with the Redevelopment Documents. Permits will include indemnification and security provisions in keeping with the City's standard practices. Permits to enter will include permits as required to undertake Mitigation Measures in accordance with the Redevelopment Requirements, and permits to enter to construct Infrastructure on, in, or under any street or other right-of-way or land owned by the City, in accordance with the Infrastructure Plan and the other Redevelopment Documents.

9. OTHER GOVERNMENTAL AUTHORIZATIONS.

9.1 ***Cooperation by the City; Permit Conditions.***

(a) Cooperation to Obtain Permits. Subject to this ICA and the Mitigation Measures, the City will cooperate with the Agency and with reasonable requests by Developer to obtain permits, agreements, or entitlements from any State, federal, regional, or local agency (excluding the Agency or any City Agency) having or claiming jurisdiction over all or portions of the Project Site or aspects of its development (an "**Other Regulatory Approval**"), as may be necessary or desirable to effectuate and implement development of a Major Phase, Sub-Phase, or Lot in accordance with the Redevelopment Documents. The City's commitment to Developer under this ICA is subject to the following conditions:

(i) Throughout the permit process for any Other Regulatory Approval, Developer will consult and coordinate with the affected City Agency in Developer's efforts to obtain the permit, and the City will cooperate reasonably with Developer and, if applicable, the Agency, in Developer's efforts to obtain the permit.

(ii) Developer may not agree to conditions or restrictions to any Other Regulatory Approval that could create: (1) any obligations on the part of any City Agency that is required to be a co-applicant or co-permittee, unless the obligation is specifically the City's responsibility under this ICA, the Redevelopment Documents, or the City Approvals; or (2) any restrictions on City property, unless in each instance the affected City Agency has previously approved the conditions or restrictions in writing and in its reasonable discretion.

(b) Costs. Developer will bear all costs associated with applying for and obtaining any necessary Other Regulatory Approval. Developer, at no cost to the City that is not an Agency Cost, will be solely responsible for complying with any and all conditions or restrictions imposed as part of an Other Regulatory Approval for the construction of the Improvements, whether the conditions are on the site of a Major Phase, Sub-Phase, or Lot or require off-site improvements. Developer will not be responsible for complying with conditions or restrictions required for Vertical Improvements within Agency Lots, except for Developer's obligations (i) under the Infrastructure Plan, and (ii) to obtain any Other Regulatory Approvals

with respect to Mitigation Measures for which it is responsible under the DDA. Developer will have the right to appeal or contest any condition in any manner permitted by law imposed under any Other Regulatory Approval, but only with the prior consent of the affected City Agency if the City is a co-applicant or co-permittee. If Developer can demonstrate to the City's reasonable satisfaction that an appeal would not affect the City's responsibility or liability for any conditions that are or could be the responsibility of any City Agency under the Other Regulatory Approval, the City will not unreasonably withhold or delay its consent. In all other cases, the affected City Agencies will have the right to give or withhold their consent in their sole and absolute discretion. Developer must pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Other Regulatory Approval.

(c) Continuing City Obligations. Certain Other Regulatory Approvals may include conditions that entail maintenance by or other obligations of the permittee or co-permittees that continue after the City accepts the dedication of completed Infrastructure. Upon the City's acceptance of any Infrastructure that has continuing obligations under an Other Regulatory Approval, at Developer's request, the City will take reasonably necessary steps to remove Developer as the named permittee or co-permittee from the Other Regulatory Approval if either: (i) the continuing obligations are designated as the City's responsibility under this ICA, the Redevelopment Documents, or related City Approvals; or (ii) the City otherwise has agreed, in its sole discretion, to accept sole responsibility for the conditions in accordance with this Subsection (c).

10. REMEDIES.

10.1 *General.*

(a) Notice of Default. If any Party defaults in the performance of this ICA (each an "**ICA Default**"), the non-defaulting Party may deliver a written notice of default to the other. The notice of default must state with reasonable specificity the nature of the alleged ICA Default, the provisions under which the ICA Default is claimed to arise, and the manner in which the ICA Default may be cured.

(b) Meet and Confer. After notice of an ICA Default is delivered, the City and the Agency, together with Developer, will meet promptly to discuss the ICA Default and the manner in which the defaulting Party can cure the same so as to satisfy the aggrieved Party's concerns. The City, the Agency, and Developer will continue meeting regularly, discussing, investigating, and considering alternatives for up to sixty (60) days from the delivery of the notice of ICA Default. After the sixty (60) day meet and confer period, if the noticing Party no longer holds the view that the other Party is in default, the noticing Party will rescind the notice of ICA Default.

(c) Cure. No later than the end of the sixty (60) day meet and confer period, the defaulting Party must begin to cure the noticed ICA Default, and proceed diligently to cure the ICA Default. If: (i) the defaulting Party does not commence within sixty (60) days after the end of the meet and confer period and diligently pursue a cure, or the ICA Default is not cured within a reasonable time, not to exceed sixty (60) days after the end of the sixty (60) day meet and confer period; or (ii) the defaulting Party refuses to meet and confer regarding the noticed

ICA Default, then, subject to Section 11.2, the noticing Party may institute proceedings to obtain a cure and remedy for the ICA Default, including proceedings to compel specific performance by the Party in default. Nothing in this Section 10.1(c) requires a Party to postpone instituting any injunctive proceeding if it believes in good faith that postponement will cause it irreparable harm. The Parties acknowledge that termination of this ICA is a remedy only if the Redevelopment Documents terminate, as further provided in this ICA.

(d) Developer's Legal Rights. Nothing in this ICA limits Developer's or Vertical Developer's rights or remedies under any applicable law governing the application, review, processing, or permitting of Projects, including the Permit Streamlining Act (Cal. Gov't Code §§ 65920 *et seq.*).

10.2 ***No Monetary Damages.*** The Parties have determined that monetary damages are inappropriate and that it would be extremely difficult and impractical to fix or determine the actual damages to a Party as a result of an ICA Default and that equitable remedies including specific performance but not including damages are the appropriate remedies for enforcement of this ICA. The Parties would not have entered into this ICA if either of them were liable to the other or to any Developer Party (as defined in the attached Developer's Consent), for damages under or with respect to this ICA. Consequently, the Parties have agreed that neither Party will be liable in damages to the other or to any Developer Party, and each Party and Developer Party covenants not to sue for or claim any damages and expressly waives its right to do so: (a) for any ICA Default; or (b) arising from or connected with any dispute, controversy, or issue regarding the application, interpretation, or effect of this ICA.

10.3 ***Attorneys' Fees.*** In the event of any dispute or any legal action or other dispute resolution mechanism to enforce or interpret any provision of this ICA, each Party will bear its own attorneys' fees, whether or not one Party prevails.

10.4 ***Developer Default.*** If a Developer Party commits an Event of Default of its obligations under the DDA, including failure to pay Agency Costs (following expiration of any notice and cure periods), any City or Agency obligations under this ICA with respect to the breaching party will be suspended and will not be reinstated unless and until the breaching party cures the Event of Default. For purposes of this ICA, an Event of Default under the DDA will not relieve the City or Agency of any obligation under this ICA that arose before the Event of Default (except with respect to terminated portions of the DDA). This Section 10.4 does not limit any other Agency rights or remedies under the DDA, or any other City rights or remedies under the Applicable City Regulations or applicable State or federal laws.

11. GENERAL PROVISIONS.

11.1 ***Notices.*** All notices, requests for consent or approval, and responses to requests under this ICA by either Party to the other must be in writing and must be delivered by hand or by registered or certified mail, postage prepaid, addressed as follows:

To the Agency:

San Francisco Redevelopment Agency
One South Van Ness Avenue, 5th Floor
San Francisco, California 94102
Attn: Executive Director
Re: CP/HPS ICA

With a copy to:

San Francisco Redevelopment Agency
One South Van Ness Avenue, 5th Floor
San Francisco, California 94102
Attn: General Counsel
Re: CP/HPS ICA

To the City:

Office of Economic and Workforce Development
City and County of San Francisco
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place, Third Floor
San Francisco, California 94102
Attn: Director
Re: CP/HPS ICA

With a copy to:

Office of the Controller
City and County of San Francisco
875 Stevenson Street, Room 235
San Francisco, California 94103
Attn: Controller
Re: CP/HPS ICA

And to:

Department of Public Works
30 Van Ness Avenue, 5th Floor
San Francisco, California 94102
Attn: Director
Re: CP/HPS ICA

And to:

Office of the City Attorney
City Hall
1 Dr. Carlton B. Goodlett Place, Room 232
San Francisco, California 94102
Attn: Real Estate/Finance
Re: CP/HPS ICA

And copies of all notices to:

CP Development Co., LP
c/o Lennar Urban
One California Street, Suite 2700
San Francisco, California 94105
Attn: Kofi Bonner
Re: CP/HPS ICA

And to:

Paul, Hastings, Janofsky & Walker LLP
55 Second Street, 24th Floor
San Francisco, California 94105
Attn: Charles V. Thornton
Re: CP/HPS ICA

Every notice given to a Party under this ICA must state (or must be accompanied by a cover letter that states) substantially the following:

(a) the Section of this ICA under which the notice is given and the action or response required, if any;

(b) if applicable, the period of time within which the recipient of the notice must respond;

(c) if appropriate, "Request for Approval under the Interagency Cooperation Agreement"; and

(d) the specific reasons for disapproval or objection, if the notice conveys disapproval or an objection for which reasonableness is required.

Any mailing address may be changed at any time by giving written notice of the change in the manner provided above at least ten (10) days before the effective date of the change. All notices under this ICA will be deemed given, received, made, or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

11.2 ***Amendments.***

(a) This Agreement. Except as otherwise provided in this ICA, this ICA may be amended or modified only by a written instrument executed by the City and the Agency, with the written consent of Developer Representative, which may not be unreasonably withheld, conditioned, or delayed. The Mayor and the Director of Public Works (or any successor City officer as designated by law) are authorized to consent to any amendment to this ICA after consultation with the directors or general managers of any affected City Agencies unless the amendment would increase the risk of a negative impact on the City's General Fund, as determined by the Mayor.

(b) Plan Documents. The Agency agrees not to make any material modification to: (i) the Infrastructure Plan, the Open Space Plan or the DRDAP in a manner that increases any obligations of or lessens the primary benefits accruing to the City (including the

development of Open Space Parcels), without obtaining the City's prior written consent, which will not be unreasonably withheld; or (ii) Developer's or the Agency's obligations under the Below-Market Rate Housing Plan so as to lessen the primary benefits accruing to the City from the affordable housing elements of the Below-Market Rate Housing Plan, or under the Mitigation Measures, in each case without obtaining the City's prior written consent, which the City may give or withhold in its sole discretion. Any determination of materiality under this Section 11.2(b) shall be made by the Mayor, and any consent of the City under this Section 11.2(b) shall be given by the Mayor and any affected City Agency.

11.3 ***Invalidity***.

(a) Invalid Provision. If a final court order finds invalid any provision of this ICA, or its application to any Person or circumstance, the invalid provision will not affect any other provision of this ICA or its application to any other Person or circumstance, and the remaining portions of this ICA will continue in full force and effect.

(b) Countervailing Law. If any applicable State or federal law prevents or precludes compliance with any material provision of this ICA, the Parties agree to modify, amend, or suspend this ICA to the extent necessary to comply with law in a manner that preserves to the greatest extent possible the intended benefits of this ICA to each of the Parties and to Developer.

(c) Right to Terminate. Either Party may terminate this ICA upon written notice to the other Party if this ICA as amended, modified, or suspended under Subsection (a) or (b) would: (i) be unreasonable or grossly inequitable under all of the circumstances or would frustrate its fundamental purposes; or (ii) deprive the City or the Agency of the substantial benefits derived from this ICA or make performance unreasonably difficult or expensive. Following termination, neither Party nor Developer will have any further rights or obligations under this ICA.

11.4 ***Non-Waiver***. A Party's (or Developer's) delay or failure to exercise any right under this ICA may not be deemed a waiver of that or any other right contained in this ICA.

11.5 ***Successors and Assigns; Third Party Beneficiary***. This ICA inures to the benefit of and binds the City's and the Agency's respective successors and assigns. Developer (and its Transferees) and Vertical Developers are intended third party beneficiaries of this ICA. Except for Developer (and its Transferees) and Vertical Developers, this ICA is for the exclusive benefit of the Parties and not for the benefit of any other Person and may not be deemed to have conferred any rights, express or implied, upon any other Person.

11.6 ***Consents by Developer Representative***. Any Developer approvals or consents required under this ICA will be given by the Developer Representative. The attached Developer's Consent is incorporated in this ICA by this reference.

11.7 ***Governing Law***. This ICA is governed by and must be construed in accordance with the laws of the State of California.

11.8 ***Counterparts***. This ICA may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one instrument.

11.9 ***Interpretation of Agreement***.

(a) Exhibits. Whenever an "**Exhibit**" is referenced, it means an attachment to this ICA unless otherwise specifically identified. The following Exhibits are attached to this ICA for reference purposes only:

EXHIBIT A Infrastructure Plan

(b) Captions. Whenever an Article, a Section, a Subsection or paragraph is referenced in this ICA, it refers to an Article, a Section, a Subsection or a paragraph of this ICA unless otherwise specifically identified. The captions preceding the Articles and Sections of this ICA have been inserted for convenience of reference only and do not define or limit the scope or intent of any provision of this ICA.

(c) Words of Inclusion. The words "including", "such as" or words of similar import when following any general term may not be construed to limit the general term to the specific terms that follow, whether or not language of non-limitation is used. Rather, these terms will be deemed to refer to all other terms that could reasonably fall within the broadest possible scope of the term.

(d) References. Wherever reference is made to any provision "in this ICA", "**herein**" or "**hereof**" or words of similar import, the reference will be deemed to refer to all provisions of this ICA reasonably related to it in the context of the reference, unless the reference refers solely to a specific numbered or lettered section, paragraph, or subdivision of this ICA.

(e) Recitals. If the recitals conflict or are inconsistent with any of the remaining provisions of this ICA, the remaining provisions of this ICA will prevail.

11.10 ***Entire Agreement***. This ICA (including the attached Developer's Consents and all exhibits) contains all the representations and the entire agreement between the Parties with respect to the subject matter of this ICA. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this ICA. No prior drafts of this ICA or changes from those drafts to the executed version of this ICA may be introduced as evidence in any litigation or other dispute resolution proceeding by either Party or any other Person and no court or other body may consider those drafts in interpreting this ICA.

11.11 ***Further Assurances***. The Agency and the City each agrees to take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents that may be necessary or appropriate to achieve the purposes of this ICA.

11.12 ***Definitions***. The following terms have the meanings given to them below or are defined where indicated.

"**Administrative Fee**" is defined in the Redevelopment Plans.

"**Agency Application**" is defined in Recital F of this ICA.

"**BVHP Plan Amendment**" is defined in Recital B of this ICA.

"**BVHP Redevelopment Plan**" is defined in Recital B of this ICA.

"**BVHP Redevelopment Plan Area**" is defined in Recital B of this ICA.

"**Board of Supervisors**" is defined in Recital A.

"**Building Construction Codes**" is defined in the Redevelopment Plans.

"**CCRL**" is defined in Recital A.

"**CEQA**" is defined in Recital D.

"**City Agency**" or "**City Agencies**" means, where appropriate, all City departments, agencies, boards, commissions, and bureaus that execute or consent to this ICA and that have subdivision or other permit, entitlement or approval authority or jurisdiction over any Major Phase, Sub-Phase, or individual Lot in any part of the Project Site, including the Port, the City Administrator, DPW, SFMTA, and SFFD, together with any successor City agency, department, board, commission or bureau.

"**City Application**" is defined in Recital G.

"**City Approval**" means any approval by a City Agency of a City Application relating to the Project.

"**CP/HPS Subdivision Code**" is the Candlestick Point/Hunters Point Shipyard Subdivision Code of the City.

"**DBI**" is defined in Section 7.1(a).

"**DDA**" is defined in the introductory paragraph.

"**Design for Development**" is defined in Recital E.

"**Developer**" is defined in the introductory paragraph.

"**Developer's Consent**" means the Developer's Consent to ICA and Agreement attached to this ICA.

"**Development Fees and Exactions**" is defined in the Redevelopment Plans.

"**DPW**" is defined in Section 3.4(a).

"**DRDAP**" is defined in Recital F.

"**Existing City Regulations**" is defined in the Redevelopment Plans.

"**ICA Default**" is defined in Section 10.1(a).

"**ICA Effective Date**" is defined in Section 2.1.

"**ICA Term**" is defined in Section 2.2.

"**Indemnified City Parties**" is defined in Developer's Consent.

"**Indemnify**" means indemnify, defend, reimburse and hold harmless.

"**Losses**" is defined in Developer's Consent.

"**Map Act**" is defined in Section 5.1.

"**Mitigation Measures**" is defined in Recital D.

"**New City Regulation**" is defined in the Redevelopment Plans.

"**Other Regulatory Approval**" is defined in Section 9.1(a).

"**Parties**" or "**Party**" means the Agency or the City, or both, as the context requires.

"**Planning Cooperation Agreement**" means the Planning Cooperation Agreement entered into in connection with the CP/HPS Project by the Agency and the Planning Commission, as amended from time to time.

"**Port**" means the Port Commission of the City and County of San Francisco.

"**Port Consent**" means the Port's Consent to Public Trust Land Exchanges and ICA attached to this ICA.

"**Project Application**" is defined in Recital F.

"**Redevelopment Documents**" is defined in Recital G.

"**Redevelopment Plans**" is defined in Recital D.

"**Redevelopment Requirements**" is defined in Recital G.

"**Schematic Design**" is defined in the DRDAP.

"**SFFD**" means the Fire Department of the City and County of San Francisco.

"**SFFD Consent**" means SFFD's Consent to Infrastructure Plan and ICA attached to this ICA.

"**SFFD Infrastructure**" is defined in Section 3.4(e)(v).

"**SFFD-Related Mitigation Measures**" is defined in Section 3.4(e)(v).

"**SFMTA**" means the Board of Directors of the Municipal Transportation Agency of the City and County of San Francisco.

"**SFMTA Consent**" means SFMTA's Consent to Infrastructure Plan and ICA attached to this ICA.

"**SFMTA Infrastructure**" is defined in Section 3.4(e)(iii).

"**SFPUC**" means the Public Utilities Commission of the City and County of San Francisco.

"**SFPUC Consent**" means SFPUC's Consent to Infrastructure Plan and ICA attached to this ICA.

"**SFPUC Infrastructure**" is defined in Section 3.4(e)(iv).

"**SFPUC-Related Mitigation Measures**" is defined in Section 3.4(d)(iv).

"**Shipyard Plan Amendment**" is defined in Recital A.

"**Shipyard Redevelopment Plan**" is defined in Recital A.

"**Shipyard Redevelopment Plan Area**" is defined in Recital A.

"**Task Force**" is defined in Section 3.4(a).

"**Transportation-Related Mitigation Measures**" is defined in Section 3.4(d)(iii).

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This ICA was executed and delivered as of the first date written above.

CITY AND COUNTY OF SAN FRANCISCO

By_____
Gavin Newsom, Mayor

By_____
Angela Calvillo
Clerk of the Board of Supervisors

By_____
Ben Rosenfield, Controller

By_____
Edwin Lee, City Administrator

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By_____

Deputy City Attorney

REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

By_____
Fred Blackwell
Executive Director

APPROVED AS TO FORM:

_____
James B. Morales
General Counsel

DEPARTMENT OF PUBLIC WORKS OF THE CITY
AND COUNTY OF SAN FRANCISCO

By_____
Ed Reiskin
Director

DEVELOPER'S CONSENT TO ICA AND AGREEMENT

By signing below Developer, on behalf of itself, its Transferees and all Vertical Developers (each, a "**Developer Party**") acknowledges that the Developer Parties are intended third-party beneficiaries of the Interagency Cooperation Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) dated for reference purposes as of _____, 2010 (the "**ICA**"), to which this Developer's Consent and Agreement (this "**Developer's Consent**") is attached and incorporated. Capitalized terms used but not otherwise defined in this Developer's Consent shall have the meanings for such terms set forth in the ICA. By recording the DDA and the ICA, the Parties acknowledge and agree that the ICA and this Developer's Consent shall apply to, and burden and benefit, the Agency and the Developer Parties whether or not this ICA or Developer's Consent is specifically referenced in any Assignment and Assumption Agreement.

1. **Consent and Agreement**. On behalf of the Developer Parties, Developer (i) consents to the ICA, understanding that the City and the Agency have entered into it for the express benefit of the City, the Agency and the Developer Parties, (ii) agrees that the ICA and this Developer's Consent will be binding on the Developer Parties and agrees to cause each of the other Developer Parties to accept the ICA and this Developer's Consent as a condition to any Transfer.

2. **Indemnity**.

(a) Indemnified Losses. In addition to Developer's indemnities in the DDA, each Developer Party shall Indemnify the City, the Agency, and each of the City Agencies, together with their respective commissioners, directors, officers, employees, agents, successors and assigns (collectively, the "**Indemnified City Parties**"), from and against any and all claims, demands, losses, liabilities, damages (including consequential damages), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments, and awards and costs (including reasonable attorneys' fees and costs and consultants' fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise (including the reasonable costs of complying with any judgments, settlements, consent decrees, stipulated judgments, or other partial or complete terminations of any actions or proceedings that require any of the Indemnified City Parties to take any action) (collectively, "**Losses**") arising from or in connection with:

(i) the failure of Infrastructure or Improvements constructed by such Developer Party to comply at the time of construction with any of the Applicable City Regulations or any applicable State or federal laws or regulations (except for obligations the City accepts under ICA Section 9.1(c)), including those related to disabled access;

(ii) the death of any Person, or any accident, injury, loss or damage caused to any Person or to any Person's property in the Project Site (except any Public Property on which the Developer Party has not constructed Improvements) and that is directly or indirectly caused by the negligent act or omission of the Developer Party or its agents, servants, employees, or contractors;

(iii) a claim by any tenant or other occupant of the Project Site for relocation assistance or payments to the extent that the Developer Party is required to but has not reimbursed the Agency or the City under the DDA for such relocation assistance or payments;

(iv) the failure by the Developer Party to obtain or comply with any Other Regulatory Approval obtained by such Developer Party or to which such Developer Party is subject, or with the final decree on any appeal or contest of any conditions of any such Other Regulatory Approval;

(v) any dispute between such Developer Party and any other Developer Party regarding their respective rights or obligations vis-à-vis one another; and

(vi) any dispute under third-party contracts or agreements entered into by such Developer Party in connection with its performance under the DDA (except obligations of such Developer Party's tenants to the Agency or any City Agency).

(b) Exclusions. The indemnification obligation under Subsection (a) excludes Losses to the extent:

(i) directly or indirectly caused by the negligent or willful act or omission of an Indemnified City Party;

(ii) caused by the gross negligence or other actionable misconduct of any City Agency acting (or failing to act) in its governmental capacity in the exercise of its police power;

(iii) caused by the failure of any conditions either: (1) that are the City's responsibility under the ICA, the Redevelopment Documents, or under City Approvals; or (2) for which the City otherwise in its sole discretion has agreed to accept responsibility as provided in ICA Section 9.1(c);

(iv) arising from any Other Regulatory Approvals relating to the construction of Vertical Improvements within the Agency Lots, except for any Other Regulatory Approvals relating to the applicable Developer Party's obligations to implement certain Mitigation Measures or to construct Infrastructure for or within the Agency Lots;

(v) originating after the date the City accepts title to any Infrastructure in accordance with the Acquisition and Reimbursement Agreement (or otherwise accepts title consistent with the applicable Redevelopment Documents), excluding latent defects and any noncompliance with laws in effect as of the date of the City's acceptance;

(vi) originating from a change in applicable laws that occurs after the date City accepts title to any Infrastructure under the Acquisition Agreement (or otherwise accepts title consistent with the applicable Redevelopment Documents);

(vii) arising from the City's failure to comply with the conditions of any Other Regulatory Approval either: (1) that are the City's responsibility under the ICA, any other

Redevelopment Documents, or City Approvals; or (2) for which the City otherwise, in its sole discretion, has agreed to accept responsibility as provided in Section 9.1(c) of the ICA; or

(viii) arising from any Other Regulatory Approvals relating to the construction of Improvements within the Agency Lots except for Other Regulatory Approvals relating to the applicable Developer Party's obligations to implement certain Mitigation Measures.

(c) Obligation to Defend. Each Developer Party agrees to defend the Indemnified City Parties against any claims that are actually or likely to be within the scope of such Developer Party's indemnity in this Developer's Consent, even if the claims may be groundless, fraudulent, or false. The Indemnified City Parties agree to give prompt notice to the applicable Developer Party with respect to any lawsuit or claim initiated or threatened against the Indemnified City Parties, at the address for notices to the applicable Developer Party set forth in the DDA or its Assignment and Assumption Agreement, and no later than the earlier of: (i) ten (10) days after valid service of process as to any suit; or (ii) fifteen (15) days after receiving written notification of a claim or lawsuit that the Indemnified City Party has reason to believe is likely to give rise to a claim for indemnity under this Developer's Consent. An Indemnified City Party's failure to give the foregoing notice will not affect the Indemnified City Party's rights or the obligations of the applicable Developer Party under this Developer's Consent unless such Developer Party is prejudiced by the lack of notice, and then only to the extent of prejudice. The applicable Developer Party, at its option but subject to the Indemnified City Party's reasonable consent and approval, will be entitled to control the defense, compromise, or settlement of any such matter through counsel of its own choice, but in all cases the Indemnified City Party will be entitled to participate in the defense, compromise, or settlement. To the extent such costs are reasonable and are incurred only to participate as requested or reasonably required in the matter, they shall be deemed to be Agency Costs. If the applicable Developer Party fails to take reasonable and appropriate action to defend, compromise, or settle the lawsuit or claim within a reasonable time following notice from the Indemnified City Party alleging such failure in the Indemnified City Party's reasonable judgment, the Indemnified City Party will have the right to hire counsel at the sole cost of the applicable Developer Party to carry out the defense, compromise, or settlement, which cost will be immediately due and payable to the Indemnified City Party upon receipt by the applicable Developer Party of a properly detailed invoice.

(d) No Effect on Other Indemnities. The agreement to indemnify the Indemnified City Parties in this Developer's Consent is in addition to, and may not be construed to limit or replace, any other obligations or liabilities that any Developer Party may have under the Redevelopment Requirements, at common law, or otherwise. The contractual obligations and indemnities of any Developer Party regarding Hazardous Substances will be governed by the Redevelopment Requirements and Permits to Enter, as applicable, and not this Article 2.

(e) Survival. The indemnities contained in this Article 2 will survive any termination or expiration of the ICA as to matters that arise during the ICA Term.

3. **Limitations on Liability**. Developer, on behalf if itself and the other Developer Parties understands and agrees that no commissioners, members, officers, agents, or employees of the Agency or the City Agencies (or any of their successors or assigns) will be personally

liable to the other or to any other Person, nor will any officers, directors, shareholders, agents, partners, members, or employees of any Developer Party (or of its successors or assigns) be personally liable to the Agency, the City Agencies, or any other Person in the event of any default or breach of the ICA by the Agency or the City Agencies or of this Developer's Consent, as the case may be, or for any amount that may become due or any obligations under the ICA or this Developer's Consent, provided, that the foregoing shall not release obligations of a Person that otherwise has liability for such obligations, such as (i) the general partner of a partnership that, itself, has liability for the obligation or (ii) the issuer of a Guaranty covering such obligation. Neither the Agency nor the City will be liable to any Developer Party for damages under the ICA for any reason.

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This Developer's Consent was executed and delivered as of _____, 2010.

CP DEVELOPMENT CO., LP,
a Delaware limited partnership

By CP/HPS Development Co. GP, LLC,
a Delaware limited liability company,
its General Partner

By: _____
_____
_____
Name:

Kofi Bonner
Its:

Authorized Representative

By: _____
_____
_____
Name:
_____
_____
_____
Its:

Authorized Representative

CONSENT TO PUBLIC TRUST LAND EXCHANGES AND ICA
Port of San Francisco

The Port has reviewed the ICA to which this Consent to Public Trust Land Exchanges and ICA (this "**Port Consent**") is attached and incorporated. Except as otherwise defined in this Port Consent, initially capitalized terms have the meanings given in the ICA.

By executing this Port Consent, the undersigned confirms that the Port Commission took the following actions at a duly noticed public hearing:

1. consented to certain Trust Exchanges between the Agency and the Port, which were authorized under Senate Bill 792 (Ch. 203, Stats. 2009), and authorized City officials including the Port Director and the City's Director of Property to take such actions as may be necessary or appropriate to implement the Trust Exchanges;

2. agreed that, if the Port has jurisdiction of land (including submerged land) within the Project Site at any time after the ICA Effective Date solely because the Trust Exchanges have not closed, then, conditioned in each case on appropriate consultation with the Port's Chief Harbor Engineer, the Port delegates to:

    a. the Agency the authority to conduct design review for Agency Applications for land under Port jurisdiction;

    b. DPW the authority to grant any approvals under the CP/HPS Subdivision Code and other permits required for construction of open space or Infrastructure on land then under Port jurisdiction; and

    c. DBI the authority to issue any building permits required for buildings.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the SAN FRANCISCO PORT COMMISSION

By: _____
MONIQUE MOYER,
Executive Director

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

By: _____
Deputy City Attorney

Port Resolution No. _____

CONSENT TO INFRASTRUCTURE PLAN AND ICA
San Francisco Municipal Transportation Agency

The Municipal Transportation Agency of the City and County of San Francisco ("**SFMTA**") has reviewed the ICA to which this SFMTA Consent to Infrastructure Plan and ICA (this "**SFMTA Consent**") is attached and incorporated. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the ICA.

By executing this SFMTA Consent, the undersigned confirms that the SFMTA Board of Directors, after considering at a duly noticed public hearing the Infrastructure Plan, the Transportation Plan, the Transportation-Related Mitigation Measures, and the fiscal analysis of transportation-related revenues that will be generated by the Project, consented to:

1. the ICA as it relates to matters under SFMTA jurisdiction, including the SFMTA Infrastructure and the Transportation-Related Mitigation Measures;

2. subject to Developer satisfying the SFMTA requirements and the Transportation-Related Mitigation Measures for construction, warranties and guarantees, operations and maintenance manuals, testing and training that are consistent with the Applicable City Regulations and applicable State and federal law, SFMTA accepting the transit systems and Infrastructure described in the Infrastructure Plan;

3. subject to appropriation of funds, SFMTA procuring, operating, and maintaining transit systems described by the Infrastructure Plan, the Transportation Plan, and the Transportation-Related Mitigation Measures;

4. subject to appropriation of funds, SFMTA satisfying the requirements of the Infrastructure Plan, the Transportation Plan, and Transportation-related Mitigation Measures for construction, warranties and guarantees, operations and maintenance manuals and testing.

5. to the extent practicable given fiscal and operational considerations, cooperating with Developer in phasing SFMTA's construction of the Transportation-Related Mitigation Measures under the Infrastructure Plan and the Transportation Plan; and

6. segregating and using all street parking revenues from streets in the Project Site that are subject to the Public Trust only for allowed uses.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

By: _____
NATHANIEL P. FORD,
Executive Director

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

By: _____
Deputy City Attorney

SFMTA Board Resolution No. _____

CONSENT TO INFRASTRUCTURE PLAN AND ICA
San Francisco Public Utilities Commission

The Public Utilities Commission of the City and County of San Francisco (the "**SFPUC**") has reviewed the ICA to which this Consent to Infrastructure Plan and ICA (this "**SFPUC Consent**") is attached and incorporated. Except as otherwise defined in this SFPUC Consent, initially capitalized terms have the meanings given in the ICA.

By executing this SFPUC Consent, the undersigned confirms that the SFPUC, after considering the Infrastructure Plan and Utility-Related Mitigation Measures at a duly noticed public hearing, consented to:

1. the ICA as it relates to matters under SFPUC jurisdiction, including the SFPUC-Related Infrastructure and the SFPUC-Related Mitigation Measures;

2. subject to Developer satisfying the SFPUC requirements for construction, warranties and guarantees, operations and maintenance manuals, testing and training that are consistent with the Applicable City Regulations and applicable State and federal law, and meeting the SFPUC-Related Mitigation Measures, the SFPUC accepting and then operating and maintaining SFPUC-Related Infrastructure; and

3. subject to Developer providing an on-site recycled water distribution system to be charged with low-pressure water until the SFPUC provides recycled water to the Project Site, the timing of which is at SFPUC's sole discretion, the SFPUC's acceptance of the recycled water distribution system as described in the Infrastructure Plan.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the SAN FRANCISCO PUBLIC UTILITY COMMISSION

By: _____
EDWARD HARRINGTON,
General Manager

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

By: _____
Deputy City Attorney

CONSENT TO INFRASTRUCTURE PLAN AND ICA
San Francisco Fire Department

The Fire Chief and the Fire Marshall of the City and County of San Francisco have reviewed the ICA to which this Consent to Infrastructure Plan and ICA (this "**SFFD Consent**") is attached and incorporated. Except as otherwise defined in this SFFD Consent, initially capitalized terms have the meanings given in the ICA.

By executing this SFFD Consent, the undersigned confirms that, after considering the Infrastructure Plan and the SFFD-Related Mitigation Measures, they have consented to:

1. the ICA as it relates to matters under SFFD jurisdiction, including the SFFD-Related Infrastructure;

2. subject to Developer satisfying the SFFD requirements for construction, warranties and guarantees, operations and maintenance manuals, testing and training that are consistent with the Applicable City Regulations and applicable State and federal law, and meeting the SFFD-Related Mitigation Measures, the SFFD's acceptance of the SFFD-Related Infrastructure;

3. subject to the appropriation of funds, the SFFD operating and maintaining the SFFD-Related Infrastructure; and

4. subject to the appropriation of funds, the SFFD satisfying the requirements of the Infrastructure Plan for construction, operations and maintenance of a fire station on the Fire Station Parcel (as defined in the DDA) on the Shipyard Site and the related warranties and guarantees, operations and maintenance manuals, and testing.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation, acting by and through
the SAN FRANCISCO FIRE CHIEF AND
FIRE MARSHALL

By: _____
Fire Chief

By: _____
Fire Marshall

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

By: _____
Deputy City Attorney

EXHIBIT A

Infrastructure Plan

REVISED DRAFT INFRASTRUCTURE PLAN

CANDLESTICK POINT DEVELOPMENT

(VOLUME 1)

AND

HUNTERS POINT SHIPYARD PHASE II DEVELOPMENT

(VOLUME 2)

PREPARED BY:

WINZLER & KELLY

IN COORDINATION WITH THE LENNAR CONSULTANT TEAM

MAY 17, 2010 DRAFT